

Kay 6/30/91  
Wallace

A G R E E M E N T

between

TOWNSHIP OF PENNFIELD

and

LABOR COUNCIL

MICHIGAN FRATERNAL ORDER OF POLICE  
PENNFIELD TOWNSHIP POLICE DEPARTMENT

(7/1/88 - 6/30/91)



*Pennfield Township*

Michigan State University  
LABOR AND INDUSTRIAL  
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AGREEMENT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the TOWNSHIP OF PENNFIELD, CALHOUN COUNTY, MICHIGAN, hereinafter referred to as the "Employer," and the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE/PENNFIELD TOWNSHIP POLICE DEPARTMENT, hereinafter referred to as the "Union."

It is the general purpose of this Agreement to set forth standards of wages, hours and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties hereto recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of 1947, as amended, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work and other conditions of employment for the employees occupying, or who may, during the life of this Agreement, occupy the job classification of Patrolman and Sergeant, and have agreed as follows:

ARTICLE 1 RECOGNITION

Section 1: This Agreement shall apply to all full-time employees of the Employer's Police Department occupying the job classifications of Patrol Officer and Sergeant on the date this Agreement is executed.

Section 2: The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy any of the job classifications referred to above. Nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3: The Employer agrees that those members of the collective bargaining committee of the Union who are employees of the Employer will be paid for the time spent in negotiations with the Employer.

## ARTICLE 2 AGENCY SECURITY

Section 1: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required,

as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union for the duration of this Agreement.

Section 2: Probationary employees who are not members of the Union at the time this Agreement becomes effective but who then complete their probationary period, shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3: Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required to become members of the Union or to pay a representation fee to the Union for the duration of this Agreement.

Section 4: Employees shall be deemed to have complied with the terms of this Section if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 5: Employees who fail to comply with the provisions set forth above, shall have their employment terminated immediately upon expiration of the above stated time limits and receipt of written notice of that fact from the Union. The Union agrees to hold the Employer harmless in an action arising out of and pursuant to the provisions of this Article.

Section 6: The "representation fee" is that amount of money which is equal to the Union's dues, but does not include any initiation fee or assessment.

Section 7: Any employee who has a good faith religious objection to the requirements of this Article due to a tenet of their religion shall not be subject to these requirements. Any such employee shall notify the Employer and the Union of his objection and the basis for such objection. The employee may be required by the Employer to supply additional information to support his objection. The Employer shall decide whether or not said employee has a good faith religious objection to this Article. The Union is entitled to grieve concerning the Employer's decision on grounds that the Employer's decision was arbitrary, capricious, or without supportive evidence.

### ARTICLE 3      UNION DUES

Section 1: The Employer agrees to deduct from the salaries of the Union members dues or a representation fee, provided that an authorization form shall be executed by each Union member. The written authorizations shall remain in full force and effect until the termination of this Agreement.

Section 2: The dues and fees shall be deducted each pay period with appropriate adjustments being made for any employee who is on vacation, leave or layoff.

Section 3: The Union shall, thirty (30) days in advance of the start of the fiscal year, give written notification to the Employer of the amount of the dues and fees which are to be deducted. The deduction amounts for these dues shall not be subject to change during the entire fiscal year except for one mid-year adjustment upon the Union providing thirty (30) days written notice of such change.



Section 4: The Employer shall be required to make dues and fees deductions only as long as it may legally do so. The Union will fully protect and render the Employer harmless against any liabilities for claims resulting from deduction of dues made in accordance with this Article.

ARTICLE 4 RIGHTS OF THE BOARD AND DIRECTOR OF PUBLIC SAFETY

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of the rights, powers and authority, which the Employer had prior to the date this Agreement was executed, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the Employer's Police Department, and further, to suspend, demote, discharge with just cause or take such other disciplinary action which is necessary to maintain the efficient administration of the Department. It is also agreed that the Director of Public Safety has the right to determine the methods, means and personnel, employees or otherwise, by which the business of the Department shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Township to the taxpayers thereof. The Director of Public Safety shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

The Union reserves the right to grieve when action taken by the Employer under this Section is contrary to a specific limitation of such Employer rights contained in this Agreement.

## ARTICLE 5 SALARIES AND WAGES

Section 1: Salary Schedule. Effective the first (1st) day of July, 1988, up to and including the thirtieth (30th) day of June, 1990, the Salary Schedule, Appendix A, attached hereto and by reference made a part hereof, shall remain in full force and effect.

Section 2: New Job Classification. The Employer may, during the term of this Agreement, establish new job classifications and/or eliminate job classifications, upon sixty (60) days prior written notice to the Union. If the Union desires to negotiate the proposed change and/or the compensation of the proposed new job classification the Union must notify the Employer within thirty (30) days of receipt of the aforesaid written notice from the Employer. It is expressly understood and agreed, however, that the opportunity to negotiate provided herein shall not limit the right of the Employer to establish and/or eliminate positions with the Employer which are not appropriately part of the bargaining unit which is the subject of this Agreement under applicable federal and state legislation.

## ARTICLE 6 UNION RIGHTS

Section 1: Bulletins and Orders. A copy of each special order, general order, rule, regulation or training bulletin shall be made available to the President of the Union, or his designated representative.

Section 2: Equality of Treatment. It is agreed by the Employer and the Union that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Employer in all

phases of the employment process.

Section 3: Special Conferences. Special Conferences for important matters, including safety, will be arranged between the President of the Union and the Employer or it's designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

Section 4: The officials of the Union are authorized, within reason, to transact business with the Board of Trustees of Pennfield Township, the Supervisor, the Director of Public Safety, and/or other Township Officials without loss of pay or other penalty while engaged in such duties.

Section 5: Police Department Personnel File. The personnel file of a member of the Union shall be kept under the direct control of the Office of the Director of Public Safety.

(a) A member of the Union may, by right, view his own police personnel file as to its total content except the background investigation report, upon written request to the Director of Public Safety.

(b) All police personnel files must be kept and maintained in the confines of the Police Department so as to secure their privacy.

(c) It is understood by the Union and Employer that the police files may be reviewed by the Township Supervisor, the Township Officers and

members of the Township Board of Trustees.

Section 6: Discussion of Union Business. Members shall be permitted to discuss Union business with other members of the bargaining unit during their duty hours, provided such discussions shall not interfere with the performance of the members' duties.

Section 7: Humanitarian Clause. Should an employee covered by this Agreement become temporarily physically disabled to the extent that the employee is unable to fully perform the duties of his/her regular job, the Employer will place the employee in a position to which the employee is physically able to perform for up to sixty (60) days.

#### ARTICLE 7. GRIEVANCE PROCEDURES

Section 1: Definition of Grievance. A grievance is defined as a claim of a violation of a specific provision or provisions of this Agreement. Any grievance filled shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations.

Section 2: Verbal Procedure. An employee and/or his shift representative shall discuss the grievance with the Director of Public Safety in an effort to resolve the problem.

Section 3: Written Procedure.

STEP ONE: If the grievance is not settled through the verbal procedure above, it shall be reduced to writing, shall state the date of the discussion with the Director of Public Safety in the verbal procedure, shall be signed by the employee and his Union representative and presented to the Director of Public Safety shall endorse the Union's copy of the grievance to show the

date of receipt.

The Director of Public Safety shall render his written disposition of any grievance so filed no later than the end of the fifth (5th) work day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's union representative, who shall endorse the Director of Public Safety's copy to indicate receipt by the Union of such disposition and date of such receipt.

STEP TWO: If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Union representative, who shall submit it to the Public Safety no later than the end of the fifth (5th) working day following the day of the disposition of the grievance in Step One. Failure to so advance a grievance to Step Two shall result in its being deemed permanently settled on the basis of the disposition given it by the Director of Public Safety in Step One. The Public Safety shall endorse the Union's copy of the grievance to show the date of the receipt.

After investigation of the grievance and discussion of it with the Union representative if the Union so requests, the Public Committee shall give its written disposition of the grievance to the union who shall endorse the Public Safety Committee's copy to indicate receipt of such disposition and the date of such receipt. This Step shall be completed within five (5) working days of receipt of the grievance by the Public Safety Committee.

STEP THREE: If the grievance is not settled in Step Two, the Union, no later than the end of the fifth (5th) working day following completion of Step Two, may make written request to the Township Board for a further meeting. If the Union does not so request such further meeting the

grievance shall be considered permanently settled on the basis of the disposition that is given by the Employer in Step Two.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than two (2) weeks following the date of the Union's request for it. Either party may have present such of it's attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the Township Board shall give written disposition of the grievance to the Union no later than the end of the fifth (5th) working day following the date of such receipt.

STEP FOUR: Arbitration. If the grievance disposition given in Step Three is not considered satisfactory, the Union may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given it in Step Three, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step Three, the representative of the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step Three, notify the Employer in writing that it elects to take the matter to arbitration.

In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission. A list of five (5) arbitrators will be requested, with each party having the right to strike two (2) names, alternately. The arbitrator remaining on the list shall serve as the independent arbitrator.

The Employer, the Union, and the independent arbitrator, shall be subject

to the following, which shall control if there be conflict with a rule of the Federal Mediation and Conciliation Service:

1. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
2. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
3. It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct it's work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.
4. Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the grievance.
5. The Federal Mediation and Conciliation Service's administrative fee and the arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.
6. The arbitrator's decision, on a arbitrable matter within his jurisdiction, shall be final and binding upon all parties.
7. Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.
8. The arbitrator shall be bound by and function in accordance with the Labor Arbitration Rules of the Federal Mediation and Conciliation Service.
9. The withdrawal or settlement of grievances by the Union and the settlement of grievances by the Employer shall be without prejudice to either party.

Section 4: Grievance Procedure -- General. It is understood and agreed that any grievance settlement arrived at hereunder, between the Employer and the Union, is binding upon both parties and cannot be changed by any individual employee.

If the Employer's representative in Step One or in Step Two fails to

provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step, Step Two or Step Three, respectively. The Employer, however, recognizes it's good faith obligation to answer a grievance at each step of the grievance procedure.

Grievance time limits for all steps of the grievance procedure may be extended by the mutual written agreement of the Employer and the Union.

It is agreed that any grievance must be submitted in Step One of the written procedure within seven (7) calendar days after it might, reasonably, have become known to exist. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment or unemployment compensation.

Whenever "working day" is used in Article 7 or 9, it shall mean the weekdays of Monday through Friday, inclusive, except for scheduled holidays which shall be excluded.

It is recognized that, in carrying out the foregoing provisions for the processing of grievances, verbally and in writing, an employee or his shift representative may have to be off the job without loss of pay for the presentation or discussion of a grievance in the manner provided for. However, it is understood and agreed that an employee or a Union representative shall not leave his work for any such grievance processing purpose without first obtaining permission to do so from his supervisor. If the nature of the work requires that it be covered by another employee, in the supervisor's judgement, he shall arrange for such a replacement employee as



promptly as is reasonable possible under the circumstances prevailing, within any grievance procedure time limits that may be applicable. The Employer reserves the right to revoke this benefit if this privilege is being abused. Revocation shall not occur, however, until after the Employer has notified the Union of his intention one (1) week prior to the action being taken. This notification shall be in writing stating the abuse. Discussion between the Union and the Employer over the abuse and the fact that it has not been corrected within a designated period of time shall take place to correct the abuse and thereby retain the provision stated above.

Section 5: Grievance and Disciplinary Meetings. Whenever it is necessary for the parties to hold a grievance meeting or whenever it become necessary for the parties to meet because of disciplinary actions to be taken against an employee, the Employer and/or the Director of Public Safety shall attempt to schedule such meetings at a time that is convenient for the grievant, Employer representative, union representative and employee concerned.

## ARTICLE 8 WORK BY SUPERVISORS

Employees of the Employer not covered by the terms of this Agreement may perform work covered by this Agreement as has been the practice of the Employer prior to the execution of this Agreement, including by way of specification and not limitation, the Police Chief and other employees above the rank of Sergeant may be scheduled to perform a regular tour of duty.

## ARTICLE 9 DISCHARGE AND DISCIPLINE

Section 1: The Employer may discipline a probationary employee as it sees fit without interference or resort to grievance procedures by the probationary employee or the Union. The Employer may discipline a nonprobationary employee for just cause.

Section 2: If the disciplinary action involves discharge or disciplinary layoffs, the employee's steward or, in the steward's absence, another Union representative, shall meet with the employee and Employer representative effecting the disciplinary action before the discipline is effected and the employee leaves the premises.

Section 3: If disciplinary action is taken, the employee disciplined shall be given a written statement of the nature of his offense, of the penalty given and of the date and time the disciplinary action becomes effective. The steward also shall be given a copy of such statement. The

statement shall be signed by the Employer representative who gives the disciplinary action.

Section 4: If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step Two of the Grievance Procedure no later than the end of the fifth (5th) working day following the date of the disciplinary action.

Section 5: If an employee who is disciplined fails to file a grievance within the time specified above, or if, upon the hearing of his grievance, he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.

Section 6: If it is found that the employee should not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Union at the Step Three hearing, and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension, he shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime.

Section 7: If, at the Step Three hearing, the Employer and the Union are unable to agree upon a disposition of the matter mutually satisfactory to them, the Union may appeal the grievance to arbitration.

## ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 1: The work of full-time unit employees shall be scheduled by the Employer and shall include one half ( $\frac{1}{2}$ ) hour for a paid meal period and two (2) fifteen (.15) minute paid rest periods which shall be taken at the good judgement of the employee and as the needs of the Department permit.

Section 2: The work week shall begin on Saturday at midnight and end on the following Saturday at midnight. The work day shall consist of a twenty-four (24) hour period beginning at midnight on one day and ending at midnight on the following day. The regular work shift shall consist of eight (8) hours, including one-half ( $\frac{1}{2}$ ) hour of paid meal time as provided. The employees shall be paid at the rates covering their classifications for working five (5) regular shifts per work week.

Each employee covered by this Agreement shall be paid time and one-half ( $1\frac{1}{2}$ ) for any hours worked in excess of eight (8) hours per day in any twenty-four (24) hour period, except in the case in which he is scheduled to work all or part of another shift in any one working day at his own request or his convenience. Time and one-half ( $1\frac{1}{2}$ ) will be paid for hours worked beyond a forty (40) hour week. The aforesaid overtime work shall be scheduled only by the Director of Public Safety.

Section 3: Shifts and Scheduling. The Employer reserves the right to establish shift starting and quitting times. The Union will be notified in advance of general changes in starting and quitting times. A regularly scheduled shift schedule shall be posted once every four (4) months. Such shift schedule shall allow for employees to work five (5) days and receive two (2) days off. Employees may bid for shift selection on a seniority basis. Such bids shall be in writing to the Public Safety Director.

Section 4: An employee required to work in excess of his regular scheduled hours due to work load during a given pay period may by mutual agreement, be given compensation time for such time worked in the place of overtime pay. This time may be accrued in an amount not to exceed one hundred twenty (120) hours. Members of the Union must give adequate notice to the Director prior to taking any part of the accrued compensation time.

Cash-in of the accrued compensation time may be done with at last ten (10) working days notice to payroll. Under emergency situations, this time may be waived, under mutual agreement between the Township Supervisor, Director of Public Safety and the member.

Section 5: Court Time. Any employee who is required to appear in Court on non-duty hours will be paid at the rate of time and one-half (1-1/2) his regular hourly rate. Such employees shall be guaranteed a minimum of two (2) hours show up time.

Section 6: Leave Days. Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half (1-1/2) except by mutual agreement between the parties and except when the employee changes shifts in accordance with the schedule prepared by the Employer.

Section 7: Call Back. If an employee is called back to work he will be compensated for a minimum of two (2) hours at straight time unless such call back shall extend past two (2) hours in which case he shall be paid time and one-half (1-1/2) for hours or portions thereof worked beyond the original two (2) hours. Such employees shall be guaranteed a minimum of two (2) hours pay at time and one half (1-1/2).

## ARTICLE 11 SENIORITY

Section 1: Seniority is defined as continuous length of service with the Employer from date of last hire. It shall equal the time actually spent on the active payroll, plus approved leaves of absences, unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of this probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department. Seniority shall apply only to those matters as are expressly provided in this Agreement.

Section 2: A seniority list shall be prepared and a copy posted on the Bulletin Board. It shall be revised and kept current from time to time by the Employer.

Section 3: Seniority shall apply in all cases of promotion or increase or decrease of forces provided the employees under consideration have the skill and ability to perform the work. In determining skill and ability the Employer shall have the right to consider the following factors:

- (a) Ability to perform the work;
- (b) Physical fitness;
- (c) Prior satisfactory experience in police work; and
- (d) Test results on written or oral tests prescribed by the Employer.

Section 4: Following the granting of a promotion, the successful employee shall have a six (6) month probationary period. During the six (6) months probationary period, the employee shall have the opportunity to revert back to his former classification.

During the probationary period, the employee will receive the rate of the job he is performing.

Section 5: Temporary Assignments. Any employee assigned by the Director of Public Safety to perform the duties of a higher ranking officer shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall continue until the employee is reassigned to his or her normal (or another) lower ranking position. The Director of Public Safety shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Director of Public Safety, the vacancy is no longer temporary, but permanent, he shall follow the rules and regulations currently used by the Police Department to fill the permanent vacancy.

Section 6: Seniority shall be lost and employment relationship shall end under the following conditions:

- (a) By quit or discharge for just cause.
- (b) Failure to report for work on any scheduled day without notifying the Employer or his Commanding Officer without reasonable justification.
- (c) Failure to return to work within fourteen (14) calendar days upon recall from a lay-off.
- (d) Failure to return to work or notify the Employer without a reasonable excuse at the expiration of a leave of absence.
- (e) Laid off for lack of work for more than twenty-four (24) months, or his length of seniority at the time of layoff, whichever is less.
- (f) Retirement.

Section 7: Probationary Period. All employees shall be considered to be on probation, and shall have no seniority, until they have been employed continuously for six (6) months following the first day of work for the

Department. During this period an employee may be disciplined, laid off or discharged without regard to this Agreement.

Probation may be extended for additional periods at the judgement of the Director of Public Safety but not longer than a period of one (1) year. The Union will be notified in writing and the reason for the extension will become a part of the individual's personnel file.

#### ARTICLE 12 LAYOFFS

Section 1: Order of Layoffs. Layoff of employees shall be made by inverse order of their seniority..

Section 2: Notice of Layoff. The Employer shall give written notice to the employee and the Union of any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least one (1) calendar week before the effective date thereof.

Section 3: Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within fourteen (14) calendar days from date of mailing or notice of recall, he shall be considered to have quit.



## ARTICLE 13 LEAVES OF ABSENCES AND SICK PAY

Section 1: An employee shall be granted a leave of absence, without pay and benefits, when deemed beneficial to the Employer and the employee. The employee shall accumulate seniority during the leave of absence and shall be entitled to resume regular seniority status and all job and recall rights.

If an employee chooses, he/she may continue on the Employer's health and life insurance program provided that the employee pays the Employer the required monthly premiums on a monthly basis during the employee's leave of absence.

Leaves for sickness or injury of an employee may be granted upon receipt of notice by the Employer and will be for a fixed period with the obligation on the employee to report any change or conditions or request a continuation.

Employees requesting such leave, or continuation of same, within reasonable limits may be requested to present a supporting certificate of a physician.

Except in compensation cases, an employee returning from such leave may be required to pass a physical examination given by a doctor approved by the Employer.

Section 2A: All full-time unit employees shall be eligible to accumulate sick leave days at the rate of one (1) day per month of employment to a maximum accumulation of one hundred eighty (180) days. It is clearly understood that sick days are meant to compensate employees who are off work because of illness. It is also understood that employees who terminate their employment with the Employer for whatever reason are not entitled to pay for sick time

accumulated before July 1, 1988. It is further understood that employees who voluntarily terminate their employment with the Employer, shall be entitled to one-fourth (1/4) of their accumulated sick days in pay at their present straight time hourly rate for only sick days accumulated after July 1, 1988.

Section 2B: Worker's Compensation/Sick Leave. If an employee is injured in the line of duty, he or she shall receive pursuant to applicable state statutes and regulations, Worker's Compensation benefits. Such an employee may apply accumulated sick pay, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his Worker's Compensation benefits. Upon depletion of accumulated sick leave, these differential payments will terminate.

Section 3: Bereavement Leave. An employee who, because of the death of his/her spouse, son, daughter, step-daughter, or step-son, is absent from work on a day he/she was scheduled to work shall be paid up to five (5) days pay (each day at normal daily straight-time hourly rate) for working time lost as a result of making arrangements for and after the funeral. Including Mother/Father Stepmother/Stepfather.

An employee will be permitted one (1) day off with pay (at normal daily straight time hours) if he was scheduled to work on that day, to attend the funeral of his foster father, foster mother, aunt, uncle, stepfather-in-law, stepmother-in-law, brother-in-law, sister-in-law, grandparents, grandchild, son-in-law, daughter-in-law, stepbrother-in-law or stepsister-in-law.

Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

Section 4: Military Service Leave of Absence. It is agreed that the matter of leaves of absence for, and reinstatement of, an employee, during his period of military service with the Armed Forces of the United States, shall be solely governed by the applicable federal statutes or interpreted by the decisions of the Courts.

ARTICLE 14 INSURANCE AND PENSION

Section 1: Life Insurance. The Employer shall furnish life insurance on the employee covered by this Agreement with death benefits of not less than \$20,000 with double indemnity.

Section 2: Hospitalization, Medical and Dental Coverage. The Employer shall make available to all employees and their families at no cost to them Blue Cross/Blue Shield Insurance, Major Medical plan, \$50 deductible for single and \$100 deductible for family, plan (with all the present riders) of hospital, medical and surgical insurance.

If an employee does not wish to be included in the Employer's Health Insurance Plan, then an additional five (5) thousand dollars of Life Insurance coverage, as provided by the Employer, shall be taken out in that employees name. It is understood that the employee must contact, in writing, the Public Safety Director if they decide to exercise this option.

The Employer shall furnish Dental Insurance (Blue Cross MBL800) to the employees.

The Employer will reserve the right to substitute another carrier of this insurance coverage provided the fundamental provisions of the present coverage will not be changed.

Payroll deductions will be made for any additional coverage the employee unit chooses to select.

Section 3: Liability Insurance. The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employee from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to unintentional torts and acts of negligence of the employee performed during his course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgement is rendered against him, it shall be satisfied to the extent of the insurance coverage.

Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to have a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

Section 4: Worker's Compensation. The Employer shall provide Worker's Compensation Insurance.

Section 5: Retirement Benefits. The Township will provide a pension plan as follows (per contract with insurance carrier):

- (a) The Township will contribute 10% of each employee's base yearly pay as of December 1st of each year.
- (b) The employee may make optional contributions up to 10% of yearly base compensation.
- (c) If termination occurs prior to normal retirement date, employee is entitled to such balance as has been paid by Township subject to the following vesting requirements:  
100% after 20 months participation in the plan if the

employee elects to leave his own contributions in the form of a paid-up deferred annuity, otherwise, he will be entitled to a return of his own contribution only.

- (d) In the event an employee elects to leave his contribution in the plan, he may elect to receive value of the total paid-up annuity to which he is entitled not earlier than two (2) years after termination.
- (e) All employee deductions under this section shall be made each pay period.

#### ARTICLE 15 VACATIONS

Section 1: An employee is eligible for vacation with pay in accordance with the following schedule:

1. After the first year of continuous full-time service, an employee of this agreement shall be granted forty (40) hours of vacation time.
2. During the second (2nd) year of continuous full-time service, an employee of this agreement shall be allowed to accrue (6.7) hours of vacation time per month.
3. During the fifth (5th) year of continuous full-time service, an employee of this agreement shall be allowed to accrue (10.0) hours of vacation time per month.
4. During the tenth (10th) year of continuous full-time service, an employee of this agreement shall be allowed to accrue (13.4) hours of vacation time per month.

Section 2: Vacation leave may be taken one (1) day at a time upon prior approval of the Public Safety Director. Employees who have been granted and are on vacation leave shall not be recalled except in an emergency situation.

Section 3: To be eligible for full vacation pay, an employee must have been a full-time employee and have received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date, his vacation period and pay shall be prorated accordingly.

Section 4: An employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause waives his right to any vacation time accumulated during the anniversary year in which the termination or discharge occurs.

Section 5: Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular jobs at particular times. Seniority will be honored, to the extent possible, in making employee requests for particular vacation periods. Employees may schedule their vacations in less than full week increments when mutually convenient.

Section 6: All vacation credits earned as of an employee's anniversary date must be taken during the twelve (12) months following his anniversary date. There shall be no accumulation of vacation time or pay without written approval of the Employer.

Section 7: Vacations in different vacation years may not be scheduled back to back without written approval of the Employer.

Section 8: All employees with one (1) or more years of service whose employment is terminated will be entitled to all vacation time and pay prorated to the termination date.

#### ARTICLE 16 HOLIDAY'S AND PERSONAL LEAVE DAYS

Section 1: All full-time employees covered by this Agreement shall receive thirteen (13) holidays per fiscal year.

Seven (7) holidays, covering the period between July 1 and December 31, will be paid during the last pay period in December at the employees regular rate of pay.

Six (6) holidays, covering the period between January 1 and June 30, will be paid during the last pay period in June at the employees regular rate of pay.

It is also understood that the employees under this Agreement shall receive six holidays paid at their regular rate of pay during the last pay period of June 1986. This covers the period between January 1, 1986 and June 30, 1986.

With the prior approval of the the Public Safety Director, an employee under this agreement may elect to use their accrued Holiday time as time-off in lieu of their semi-annual lump-sum payments.

Section 2: Employees who leave employment with the Employer prior to the holiday payment schedule shall have their holiday pay paid on a pro-rated basis.

New employees shall have their holiday pay paid on a pro-rated basis.

Section 3: Personal Leave Days. All full time employees shall be entitled to two (2) paid personal leave days per year.

A personal leave day shall be arranged with the Employer three (3) days in advance except in cases of emergency.

Personal leave days may be used for any personal reason by the full time employee.

shoes and sixty (\$60) dollars for a new pair of winter boots for full time employees.

Section 2: Clothing Allowance. All officers shall receive a clothing allowance for the purpose of replacement clothing as needed up to the sum of \$200.00 per year. If a uniform is destroyed in the line of duty, the Township will replace it. The Township will provide for free cleaning of all articles of uniform as presently provided.

Section 3: Badges. Each officer shall receive one (1) hat shield and two (2) badges.

Section 4: Lockers. A locker shall be designated for each employee and shall be capable of holding all their police equipment and shall be properly placed in a separate and distinct room with ventilation to prevent rust and mildew.

Section 5: Parkas. Four (4) heavy winter parkas shall be purchased and made available for the employees to use whenever the employees see fit. Employees will check said parkas out and check them back in at completion of tour of duty.

Section 6: Second Chance Vest. The Employer shall furnish a "Second Chance Vest" to any employee who requests, in writing to the Public Safety Director, the use of one. Once the request is fulfilled by the Employer, the employee shall be required to wear the "Second Chance Vest" at all times while on patrol duty for the Employer. New full coverage vests shall be provided each 5th year of the anniversary of a vest.

Section 7: Use of Personal Weapons. It is understood and agreed by the Employer and the Union that the present practice of employee's to carry their personal weapons while on duty, as approved by the Director of Public Safety, shall continue.

#### ARTICLE 19 SEVERABILITY PROTECTION

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation



or by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

#### ARTICLE 20 BARGAINING RELATIONSHIP

Section 1: There are no understandings or agreements which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

Section 2: Any proposed change in wages, hours or conditions of employment not otherwise covered by this Agreement shall be discussed with the Union prior to implementation by the Employer. If the Union disagrees with the Employer's action, it may resort to the grievance procedure herein.

#### ARTICLE 21 SAFETY AND EQUIPMENT

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been found to be in an unsafe operating condition until same has been approved as being safe.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working condition, and receives no satisfactory explanation from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

## ARTICLE 22 AUTOMOBILES AND EQUIPMENT

Section 1: Officers that are authorized by the Director of Public Safety to use their own personal automobiles in the performance of their duties shall receive mileage reimbursement at the rate of twenty-two cents (.22¢) per mile.

Section 2: The following equipment will be on each patrol vehicle:

- 1 first aid kit
- 1 remote spot light on each vehicle, permanently attached
- 1 fire extinguisher
- 1 protective shield to separate the front and rear passenger compartments

Section 3: No officer shall be required to transport stray dogs in patrol cars unless ordered by the Public Safety Director or in an emergency situation.

## ARTICLE 23 MISCELLANEOUS

Section 1: Shift Differential. A shift differential will be paid to any officer in the amount of twenty cents (.20¢) for an afternoon shift and twenty-five cents (.25¢) for a night shift.

Section 2: Promotions. Promotions shall be made on the basis of written examinations, oral examinations by an outside Police Agency and interviews by the Director of Public Safety and the Public Safety Committee.

Section 3: Bulletin Boards. A bulletin board located within the Department shall be available to the Union for posting notices of Union meetings and activities.

Section 4: Education.

- (a) All law enforcement officers shall be certified in order to be retained in employment.

(b) All other schooling, courses or training must be submitted to and approved by the Township Board prior to attending. Tuition and fees for College courses will be paid under the following conditions:

1. All classes which directly relates to the required duties and functions of the Pennfield Police Department (Criminal Justice, Psychology and Sociology).
2. All tuition and fees shall be limited to a total of nine hundred dollars (\$900) per employee, per fiscal year.
3. Employees requesting tuition and fees to be paid prior to beginning of classes shall be required to sign a promissory note for such funds. Upon such signing of a promissory note, the Township will advance such funds.
4. Tuition and fees payment shall require a successful completion of the course(s). Successful completion shall be deemed as a grade of "C" or better for each approved course.

Any employee who quits, retires or is terminated by the Township Board for just cause before completion of Township approved course(s) shall not be entitled to reimbursement of tuition or fee cost(s).

(c) Approved training sessions and seminars that require travel and expenses for meals will be paid if prior approval of attendance is granted.

Training sessions, seminars, and/or schools in conjunction with Law Enforcement activities shall be first offered to full-time employees of this agreement prior to being offered to part-time employees.

Section 5: There shall be a department-wide shoot at least once every six (6) months to be conducted in accordance with a M.L.O.T.C. or combat course. The Township shall furnish all ammo and targets for approved weapons including shotguns which are carried while on duty.

Section 6: Special Inactivation. If any member of this Agreement should, in the line of duty, shoot and kill another person, than that member shall be inactivated with full-pay and benefits for a period of five (5) working days, except during a declared emergency.

It is also understood that during that five (5) day period, the employee in question must make themselves available for investigative purposes.

#### ARTICLE 24 DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1: This Agreement shall become effective as of July 1, 1988 and shall continue in full force and effect until the 30th day of June, 1991, at 12:00 midnight.

Section 2: If any party desires to terminate this Agreement, that party shall sixty (60) days prior to the termination date, give written notice of termination. If no party shall give notice of termination or withdraws 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 any party on sixty (60) day's written notice prior to the current year of termination.

Section 3: If any 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 withdrawn 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.

APPENDIX "A" (WAGES)

Effective July 1, 1988

|                    |                |             |
|--------------------|----------------|-------------|
| Starting           | 9.0000 x 2080  | \$18,720.00 |
| 6 months           | 9.4500 x 2080  | \$19,656.00 |
| 1 year             | 9.9750 x 2080  | \$20,748.00 |
| 2 years            | 10.3425 x 2080 | \$21,512.40 |
| 3 years            | 11.3459 x 2080 | \$23,599.47 |
| 4 years            | 11.7200 x 2080 | \$24,377.60 |
| Detective/Sergeant | 11.9543 x 2080 | \$24,864.94 |

(Six month increase only if the probation period is successfully completed, and if held until (1) year then salary would go to the (1) year mark. No salary increase until off probation).

Effective 1, 1989

|          |                |             |
|----------|----------------|-------------|
| Starting | 9.4500 x 2080  | \$19,656.00 |
| 6 months | 9.9225 x 2080  | \$20,638.80 |
| 1 year   | 10.4737 x 2080 | \$21,785.40 |
| 2 years  | 10.8596 x 2080 | \$22,588.00 |
| 3 years  | 11.9131 x 2080 | \$24,779.24 |
| 4 years  | 12.3060 x 2080 | \$25,596.48 |

(Six month increase only if the probation period is successfully completed, and if held until (1) year then salary would go to the (1) year mark. No salary increase until off probation).

APPENDIX "A" (WAGES) CONTINUED

Effective July 1, 1990

|                    |                |             |
|--------------------|----------------|-------------|
| Starting           | 9.7335 x 2080  | \$20,245.68 |
| 6 months           | 10.2201 x 2080 | \$21,257.96 |
| 1 year             | 10.7879 x 2080 | \$22,438.96 |
| 2 years            | 11.1854 x 2080 | \$23,265.66 |
| 3 years            | 12.2709 x 2080 | \$25,523.60 |
| 4 years            | 12.6751 x 2080 | \$26,364.37 |
| Detective/Sergeant | 12.9285 x 2080 | \$26,891.40 |

(Six month increase only if the probation period is successfully completed, and if held until (1) year then salary would go to the (1) year mark. No salary increase until off probation).

IN WITNESS WHEREOF, the parties have set their hands and seals this

15th day of September, 1988.

PENNFIELD TOWNSHIP POLICE DEPARTMENT  
UNIT  
LABOR COUNCIL MICHIGAN FRATERNAL  
ORDER OF POLICE

By John Ranz

By R Wallace

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THE TOWNSHIP OF PENNFIELD

By Robert P. Rhymer  
Supervisor

By Julia Sweet Newman  
Clerk