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12/31/93

AGREEMENT

BETWEEN

THE CHARTER TOWNSHIP OF VAN BUREN

AND THE INTERNATIONAL UNION, UNITED

AUTOMOBILE, AEROSPACE, AGRICULTURAL

IMPLEMENT WORKERS OF AMERICA (UAW)

AND ITS LOCAL 157

Van Buren, Township of

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AGREEMENT

THIS AGREEMENT, made and entered into as of the 19th day of May, 1992, by and between the TOWNSHIP OF VAN BUREN, hereinafter called the "Employer" and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, AND ITS LOCAL NO 157, hereinafter called the "Union".

Pursuant to and in accordance with all applicable provision of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in terms and conditions of employment during the term of this Agreement of all Police Officers and Dispatchers employed by the Township at its facility located at 46425 Tyler Road, Van Buren Township, Michigan but excluding office clerical employees and supervisors as defined in the Act.

ARTICLE I - PURPOSE

The purpose of this Agreement includes the promotion of harmonious relations between the Employer, its Employees and the Union, and the establishment of equitable and peaceful procedures for the resolution of differences.

ARTICLE II - 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 service 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, lay-off, assign, transfer and promote employees; to determine the qualifications of employees; to determine and redetermine 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 employees, to require compliance therewith by employees; to discipline and discharge employees for just cause.

The Employer shall have all other rights and prerogatives, except as those rights, powers, functions and prerogatives that are limited by law or by specific provisions of this Agreement.

ARTICLE III - UNION 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 for the duration of this Agreement.

SECTION 2. Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for a period of thirty (30) days, who do not make application for membership in the Union within thirty (30) days after the effective date of this Agreement, shall, as a condition of continued employment, pay to the Union a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement.

SECTION 3. Employees covered by this Agreement who are not members of the Union on its effective date and who have been employed for less than thirty (30) days, and employees hired or rehired into the Bargaining Union after the effective date of this Agreement, who do not make application for membership in the Union within thirty (30) days from the effective date of the contract or the date of hire, which ever is later, shall pay to the Union, the service charge defined in Section 2. above, for the duration of this Agreement. The employer agrees to establish administrative procedures on the same basis as for Union members, for the implementation of this Section of the Agreement.

SECTION 4. Failure by an employee to comply with the provisions set forth above, after notice to the Employer by

the Union, shall cause the termination of employment by the Employer and/or its agents, not later than the end of the next pay period following notice of such non-compliance to the Employer.

SECTION 5. Employees who do not make application for membership in the Union as outlined above, shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

SECTION 6. Upon notification by the Union to the Employer that the employee has elected not to make application for membership in the Union, the employee shall be directed by the Employer to sign an "Authorization for Deduction of Service Charge" form and be informed of the provisions of the Agreement relating to non-compliance. Upon receipt of such notice from the Union, the Employer shall, within five (5) working days, notify the employee of provisions of the Agreement, then obtain the employee's response and then notify the Union of the employee's decision. This decision, made by the employee, will remain in force for the duration of the Agreement.

SECTION 7. Deduction of the service charge for employees who elect not to join the Union shall comply under the Article "Union Dues and Fees," on the same basis as for employees who elect to become a Union member. The Union agrees to indemnify and hold harmless the Township, its officers, agents and employees from any and all claims or actions for damages, costs and attorney fees obtained by

employees or former employees who have been terminated pursuant to Article 3, Section 4, including the Township costs and attorney fees in defending itself.

ARTICLE IV - UNION DUES AND FEES

SECTION 1. AUTHORIZATION CARD AVAILABILITY Union authorization cards shall be made available to new employees by the Township as part of the hiring-in process together with a form of notification to new employees of immediate requirements having to do with Union membership pursuant to this Collective Bargaining Agreement. The Union authorization cards, when signed, are to be promptly delivered to the Financial Secretary of the Local Union.

SECTION 2. NAMES OF EMPLOYEES Sixty (60) days after the effective date of this Agreement, the Township shall furnish a list to the Union of all employees covered by this Agreement and shall thereafter notify the Union of any additions or deletions to said list semi-annually.

SECTION 3. CHECK-OFF The employer will deduct from the pay of any employee, union or non-union, all current and past dues and/or initiation fees and/or service charge of Local Union No. 157, UAW; provided, however, that the Union presents to the Employer authorizations, in the form attached hereto as Exhibit A, signed by such employees, allowing such deductions and payment to the Local Union. The Union will notify the Township in writing of any past dues or initiation fees before the deduction is made. All

deductions shall be made from the pay of employees for the first pay period ending in each calendar month. A check for all sums deducted under this Section shall be forwarded to the Financial Secretary of the Local Union not later than the twenty-fifth (25th) of said month.

SECTION 4. CHECK-OFF SCHEDULE The Township, on its own form, will furnish the Financial Secretary of the Local Union, a schedule of names and amounts of deductions each month. Simultaneously, it will notify the said Financial Secretary of each employee's date of hire and other applicable and pertinent information concerning an employee that is laid-off, discharged, transferred to an excluded classification, quit, cleared for other reasons such as leave of absence, recalled, returned from a leave or rehired.

SECTION 5. CHECK-OFF AUTHORIZATION During the term of this Agreement, the Check-Off Authorization and Membership Form supplied by the Local Union shall be used for the purpose of dues and initiation fees.

SECTION 6. AUTHORIZATION FOR AMOUNTS Each employee and the Union hereby authorize the Township to rely upon and to honor certifications by the Financial Secretary of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

SECTION 7. INDEMNIFICATION The Union shall indemnify and save the Employer harmless against any and all claims,

demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of the Article.

SECTION 8. The Union agrees that at no time will it solicit or collect monies of any kind on Employer time.

ARTICLE V - UNION STEWARDS

SECTION 1. The employees shall be represented by a Union Committee not to exceed five (5) persons and shall include the Chief Steward, one (1) full time police officer, one (1) part time police officer and one (1) full time dispatcher; however, the Township shall not be required to meet with more than four (4) Committeepersons, including the Chief Steward, at grievance meetings and during contract negotiations.

SECTION 2. Any one (1) member of the Union Committee will be permitted to leave his/her work assignment when he/she has obtained the permission of his/her supervisor which shall not be unreasonably withheld, for the purpose of handling an alleged violation of the contract. Any employee so leaving his/her work shall record his/her time of leaving and returning to work on appropriate time cards and shall not leave his/her work until his/her supervisor has had reasonable time to provide a replacement, if necessary, subject to overriding work considerations.

SECTION 3. Members of the Union Committee shall be compensated for necessary time spent in adjusting grievances

during regular department working hours, including arbitration; provided, however, such Committeepersons shall give the Township an accurate account of time lost in adjusting grievances.

SECTION 4. The Union shall supply the Township with a list of names, addresses and telephone numbers of the members of the Union Committee, together with all changes as they occur. The Township shall recognize only those employees so listed.

SECTION 5. A Committeeperson will be retained as long as a shift is in operation; provided the Township has work assigned which a Committeeperson is qualified to perform and a Committeeperson is available for such work. If no Committeeperson qualifies under the above rule, the Union may designate another employee who had been assigned to such work to represent the employees for that period.

SECTION 6. Members of the Union Committee shall perform their regular assignments, except when it is necessary to leave their work for contract negotiations and/or to handle grievances as provided herein.

SECTION 7. Upon request of the aggrieved, grievant has the right to representation by a Union Steward below the rank of Corporal. This section does not limit the rights of an employee with the rank of Corporal to act in the capacity of a Union Steward.

ARTICLE VI - 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. Either party to the contract, an employee or group of employees, may file a grievance.

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 Director of Public Safety or his designee. The employee may request to have his/her Steward present. The employee and/or the Steward shall discuss the matter with the Director of Public Safety or his designee 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 Director of Public Safety or his designee 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 Director of Public Safety or his designee shall return a written answer to the aggrieved, the Steward and the Servicing Representative, 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 response of the Director of Public Safety (or his designee) to the Supervisor or designated Trustee, within five (5) regular working days.

STEP 4. After receipt of the grievance and response of the Director of Public Safety (or his designee), either party may request a conference 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, the Chief Steward and the Servicing Representative, 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 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. In discharge or discipline matters, the arbitrator shall have the authority to determine guilt or innocence and assess degree of penalty. 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 final and 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 the employee may have received from any source during the period in question.

SECTION 4. Grievances must be taken up promptly and a grievance will not be considered or discussed which is presented later than five (5) working days after the occurrence has become known or should have been known to the aggrieved. However, the parties may agree to extend the time limits in writing.

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 automatically advance to the next step of the grievance procedure, unless the next step is arbitration. If the Employer fails to answer the grievance within the prescribed time limits, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration.

SECTION 6. When an employee is disciplined or discharged, a member of the Union Committee shall be notified of the action, in writing, including the reason for the discipline or discharge.

SECTION 7. An agreement reached between the Township and the Union Committee is binding on all workers affected and cannot be changed by any individual.

SECTION 8. Whenever a member of the Bargaining Unit is under investigation or subject to examination or questioning by a Commanding Officer and/or the appropriate Bureau or Unit for any reason which could lead to disciplinary action or charges, such investigation or questioning shall be conducted under the following conditions:

A. Management will advise both the union and the accused employee of all allegations prior to any questioning when a citizens complaint has been lodged against him or her.

B. The questioning shall be conducted on an as needed basis

C. The member under investigation shall be informed of

the nature of the investigation prior to any questioning.

D. The member under investigation shall not be subjected to nor use abusive language. No promise or reward shall be made as an inducement to answer any questions, nor shall his/her name, home address or photograph be given to the press or news media without his/her consent.

E. If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights prior to the commencement of any questioning.

F. Prior to imposing any disciplinary action, the Union shall be notified and allowed to be present if the member requests Union representation.

G. In appropriate circumstances a member may be suspended with pay, pending official action and/or investigation.

H. No member of the Bargaining Unit shall be required to subject himself/herself to a polygraph examination.

I. No member of the Bargaining Unit shall be subjected to disciplinary action for failure to reveal his/her testimony while appearing before a State or Federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.

ARTICLE VII - SENIORITY

SECTION 1. DEFINITION Seniority shall be determined

as the length of service from the original date of hiring into the union. Police employees shall acquire seniority upon completion of their probationary period of one (1) year which shall date from the original date of hiring. Dispatch employees shall acquire seniority upon completion of their probationary period of six (6) months which shall date from the original date of hiring. Seniority for dispatchers shall be confined to the dispatcher classification and seniority for police officers shall be confined to the police officer classification. A dispatcher may not bump a police officer and a police officer may not bump a dispatcher.

Officers within the rank of Corporal shall rank according to seniority determined by time in rank.

The Employer shall have no responsibility for the re-employment of a laid-off or discharged probationary employee.

SECTION 2. MAINTENANCE OF LISTS The Employer shall maintain up-to-date seniority and rate records for all employees. The Employer will notify the Union, in writing, of any changes in, or additions to, such seniority and rate lists quarterly and the Union will have two (2) working days to challenge said change or addition.

SECTION 3. BREAKING TIES IN SENIORITY In the application of seniority under this Article, if seniority is equal, date of hire as a Full-time Police Officer or Part-time Police Officer or Dispatcher shall prevail. If seniority is still equal, the first letter of the last name

(in alphabetical order) at date of hire shall prevail.

SECTION 4. LAYOFF AND RECALL The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable:

- A. Any member of the reserve unit of the police department or the unit as a whole shall not be affected by any layoffs in the ranks of Full-time Police, Part-time Police, or dispatch personnel. All positions within the part-time officers are lateral positions. All positions within the dispatcher classification are lateral positions.
- B. Probationary employees shall then be laid-off.
- C. Employees shall then be laid-off in accordance with their seniority, beginning with the least senior employee.
- D. When increases in employment occur, seniority employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.

SECTION 5. LAYOFF NOTICE In the event of a layoff, employees shall be given (7) seven days notice of layoff. An employee on layoff 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 an

employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

SECTION 6. LOSS OF SENIORITY An employee shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

- A. The employee quits;
- B. The employee is discharged for just cause;
- C. The employee is absent from work for three (3) consecutive working days without properly notifying the Employer prior to the end of the employee's shift on the third day, unless a written satisfactory reason is given for the failure to report;
- D. The employee obtains a Leave of Absence under false pretenses or fails to report to work within three (3) working days after expiration of an approved Leave of Absence, unless a satisfactory reason for such failure is given;
- E. The employee retires;
- F. The employee is laid-off for a period of two (2) years or the length of Department seniority, up to a maximum of five (5) years.

SECTION 7. SENIORITY OUTSIDE BARGAINING UNIT Employees within the Bargaining Unit at the time of certification, promoted to a position outside of the Bargaining Unit, shall continue to accumulate seniority while out of the Bargaining Unit.

SECTION 3. TRANSFER OF SENIORITY FROM PART-TIME STATUS
TO FULL-TIME STATUS

Part-time service and full-time service will be merged. Seniority date will be determined by 100% credit for full-time service and 50% credit for part-time service. Employer shall maintain up-to-date seniority records for all employees. The Employer will notify the Union in writing of any changes in or additions to such seniority list and the Union will have two (2) working days to challenge said changes or additions.

ARTICLE VIII - NON-BARGAINING UNIT EMPLOYEE

Non-bargaining Unit employees, except reserves, shall not perform work regularly assigned to an employee covered by this Agreement which will deprive said employee (s) of his/her regular job; however, this Section shall not be construed to prevent Non-Bargaining Unit employees from working on hourly rated jobs in the following situation;

- A. In the instruction and training of employees.
- B. Covering work when employees are not available, such as tardiness, having to leave early, absence during overtime hours.
- C. The dispatch coordinator performing work normally associated with the work of a dispatcher.

ARTICLE IX - SAFETY

SECTION 1. A Safety Committee comprised of one (1) Full-Time Officer, one (1) Part-Time Officer, and one (1)

Dispatcher, appointed by the union, and two (2) persons appointed by the employer shall be maintained for the purpose of conducting regular meetings in order to discuss and recommend safety issues. No loss of wages will be suffered by any union employee that was assigned to scheduled duty at the time of the safety committee meeting.

SECTION 2. STAFFING During the day shift management will attempt to maintain at least one (1) car and a Road Supervisor Car. During the afternoon shift management will attempt to maintain at least two (2) cars and a Road Supervisor Car. During the midnight shift management will attempt to maintain at least one (1) car and a Road Supervisor Car. It is recognized that on occasions management may not be able to maintain the number of cars set forth herein in which case the number of cars may be reduced. When transporting two (2) or more prisoners, there shall be a minimum of two (2) Officers per vehicle, one of whom may be a Reserve.

SECTION 3. VEHICLE CONDITION The employer shall not require an employee to operate a vehicle that is not in safe operating condition. All parties agree that vehicle conditions claimed to be unsafe shall be forwarded to the safety committee for further action. The parties further agree to comply with the specifications contained in the current Motor Vehicle Code. An employee shall report immediately, or at the end of his/her shift, all defects in or damage to police vehicles. Such reported vehicles that

are unsafe to operate shall be removed from the road until said defect is corrected.

SECTION 4. In the event a member shall claim the equipment furnished by the Township is unsafe for use in the performance of his/her assigned duties, the member shall be required to report the alleged equipment defect to the immediate attention of his/her supervisor, in writing, with a copy to the union steward. If the reported complaint is not satisfactorily resolved by the supervisor, the member may exercise his/her right to direct recourse to the grievance procedure as provided by this Agreement.

SECTION 5. All grievances and disagreements relating to this Article shall be instituted at Step 3 of the grievance procedure.

ARTICLE X - ANIMAL COMPLAINTS

Police Officers shall not be required to handle the animal complaints historically handled by the Ordinance Department. The parties further agree when Animal Control Officers are not on duty, Police Officers shall respond to any call for service involving animals, including, but not limited to barking dogs, animal bites, and vicious, stray, or injured animals. If upon arrival of the police officer, a determination is made for the services of the Animal Control Officer, said request shall first be approved by the shift supervisor.

ARTICLE XI- GENERAL

1. A copy of this Agreement shall be provided by the Township to all Officers upon their request.
2. Upon request, the employer shall allow the union use of a conference room located in the township hall, based upon availability.
3. The Township shall provide a suitable size bulletin board in the squad room for the use of the Union Committee.
4. A file cabinet with a lock will be donated to the Union committee and will become the property of the Union.
5. Any Bargaining Unit Member shall have the right to review his/her personnel file at any reasonable time. The member shall be furnished a copy of any new entry.
6. Pay checks will be distributed on the basis of the current established practice.
7. A copy of all memos will be given to the Chief Steward of the Union Committee.
8. It is understood that under the "Management Rights" clause, the Employer has the right of job assignment. The Employer agrees that consideration will be given to senior employees for job assignments providing qualifications are equal.
9. Mandatory gun qualifications for regulars and reserves shall be re-evaluated at three (3) to six (6) month intervals. Ammunition shall be provided by the Township. Employees will be paid for one (1) hour at straight time for each qualification.

10. Nothing in this agreement shall be construed to prevent, impair, or limit a police supervisor including corporals to supervise, provide leadership, or discipline in any manner consistent to effectuate the policies of the Van Buren Police Department.
11. No member of the Bargaining Unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.
12. The Employer may elect to represent a member against whom a claim or civil suit is brought for any act, action or omission, arising in the course or out of his/her employment.
13. In the event the Township discontinues its operation at its present location and expands its police operation to another location, the parties agree that this contract will remain in full force and effect.
14. In the event the Township should consider contracting its police services to an outside agency, negotiations pertaining to said contracting shall be held prior to any action by the Township.
15. In the event the Township contracts the Police Department to any other agency or affair for a special assignment, the Township agrees to forward all excess monies to the "Officers' Benevolent Fund".
16. All personnel shall follow the chain of command.
17. PART-TIME POLICE OFFICERS shall have the opportunity to accept or reject special event assignments prior to

such offer being made to RESERVE POLICE OFFICERS.

18. Employees directed or required to use their own vehicle for purposes related to their employment shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the Township. The Township's obligation for damages received by a privately owned vehicle under such conditions shall be limited to the reimbursement of the deductible amount of the individual's insurance coverage, not to exceed the sum of \$500.00, providing the employee is not negligent in the operation of the vehicle.
19. For the purposes of this agreement, the Township shall on or before July 1, 1993, create a minimum of three (3) full- time police officer positions.
20. For the purposes of this agreement, the Township shall create four (4) full- time dispatcher positions within five (5) months of the signing of this agreement.

ARTICLE XII - EDUCATION

SECTION 1. An employee, required by the Employer to attend any school, shall continue to receive his/her salary during schooling; however, during schooling, the employee shall not be entitled to overtime pay.

SECTION 2. The Employer will provide tuition, reasonable expenses, required text books and transportation for required schooling. In the event the employee is

required to provide his/her own transportation for required schooling, the employee shall be reimbursed at the standard Township rate for necessary trips to and from the school site.

SECTION 3. Training shall be assigned based upon departmental need, officers availability, and skill levels of the officers. Any employee desiring to attend a school or seminar shall submit a request in writing to the Director of Public Safety. The agreed cost of said school or seminar shall be paid by the employer.

SECTION 4. An employee may submit to the Township Board, a written request for educational leave and/or to attend courses. Such request may include (if applicable) portions of days or whole days. In the event the Township Board in their sole discretion, determines to grant said leave, they shall upon the employee's successful completion of said course or courses (i.e., receipt of a passing grade or grades, where applicable) reimburse the employee for the costs of tuition, books and wages lost in connection with said leave and/or training courses.

SECTION 5. Upon completion of any course, a permanent record of same shall be placed in the employee's service jacket.

ARTICLE XIII - CLOTHING & EQUIPMENT

SECTION 1. It is the responsibility of the Employer to supply any clothing or equipment, other than handguns and

shoes, which they require employees to wear or use.

SECTION 2. It shall be the obligation of the Township to pay for dry cleaning the winter coats twice a year. The employee will have said coat dry cleaned at a Township designated cleaners. (If the uniforms are changed from the current wash and wear type to a dry cleanable type, the Township agrees to pay for dry cleaning of such uniforms.)

SECTION 3. If a uniform or article of clothing is damaged in the line of duty so as to render it unfit, the Township will replace it without cost to the employee.

SECTION 4. Protective body armor issued by the Township shall be maintained and replaced according to the manufacturers specifications.

ARTICLE XIV - PROMOTIONS

SECTION 1. PART-TIME OFFICER TO FULL-TIME POLICE OFFICER When a position becomes available in the classification of Full-Time Police Officer, management will promote the most senior part-time police officer from the employee seniority list agreed to by both parties. An employee promoted from part-time status to full-time status in the police officer classification shall serve a six (6) month probationary period. Any employee who is determined to be unqualified shall be returned to his/her previous part-time status. The decision of management shall be set forth in writing and shall include the reason(s) for the disqualification. The decision of management shall not be subject to the grievance procedure and/or arbitration

procedures set forth herein unless the employee is terminated rather than returned to their previous part-time status. Employees who are disciplined during their probationary period (as opposed to disqualified) shall have the right to grieve the disciplinary action, including the right to arbitrate. However, should management in addition to imposing discipline, disqualify a probationary employee, only the disciplinary action(s) of management shall be subject to the grievance and arbitration procedures.

SECTION 2. PART-TIME DISPATCHER TO FULL-TIME DISPATCHER

When a position becomes available in the position of Full-Time Dispatcher, management will promote the most senior part-time dispatcher from the employee seniority list agreed to by both parties. An employee promoted from part-time status to full-time status in the dispatcher classification, shall serve a ninety (90) day probationary period. Any employee who is determined to be unqualified shall be returned to his/her previous part-time status. The decision of management shall be set forth in writing and shall include the reason(s) for the disqualification. The decision of management shall not be subject to the grievance procedure and/or arbitration procedures set forth herein unless the employee is terminated rather than returned to their previous part-time position.

Employees who are disciplined during their probationary

period (as opposed to disqualified) shall have the right to grieve the disciplinary action, including the right to arbitrate. However, should management in addition to imposing discipline, disqualify a probationary employee, only the disciplinary action(s) of management shall be subject to the grievance and arbitration procedures.

SECTION 3. PROMOTION TO CORPORAL Whenever there is a promotional vacancy to Corporal within the Bargaining Unit, such vacancy will be posted for a bidding period of fourteen (14) days, during which period eligible employees may make written application for such vacancy. Employees failing to bid on a vacancy within the fourteen (14) day period, shall be considered as having refused to bid. The classification of dispatcher shall not be eligible to bid for any vacancy in the classification of police officer.

Promotions to Corporal shall be considered upon the basis of applicants physical ability, job experience and skill, in accordance with the requirements of the job, employment record, testing as determined by the Township and seniority. If the ability, job experience, skill, employment record and test scores where applicable of two (2) or more applicants is relatively equal, seniority shall govern.

When an employee's vacancy bid is accepted for the position of Corporal, the employee will be given a period not to exceed ninety (90) days within which to qualify for the job. During such qualifying period the employee shall

receive the rate of pay he/she received immediately prior to such qualifying period, or the next highest hourly pay rate established for the higher rated position whichever is higher. If at any time within the ninety (90) day qualifying period, the employee does not qualify for the vacancy, the employee shall be returned to the position he/she held immediately prior to the qualifying period.

If there are no bidders having the required physical ability, job experience, skills and employment record, or if no one qualifies for the position of Corporal, the Township may fill the job by hiring a new employee.

ARTICLE XV - WAGES AND HOURS

SECTION 1. GENERAL INFORMATION

A. This Article is intended to define the normal hours of work to provide the basis for calculation of payment, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

B. All personnel are expected to perform their regular work within the shift hours to which they are assigned. Personnel who are requested to report early for preparatory work will be paid for such time worked. Other time beyond their regular shift will be paid if approved by the Director of Public Safety or his designee.

C. The normal work shift for all parties covered under this agreement shall consist of eight (8) hour durations or twelve (12) durations as deemed necessary by the employer.

Management must give at least thirty (30) days notice to employees prior to any changes in shift duration or rotation.

D. The parties also agree to allow the Corporals the opportunity to work a twelve (12) hour schedule, as deemed necessary by the employer, with the following provisions:

- * The work period shall consist of 14 days

- * During this 14 day period, employees who work their normal schedule consisting of 84 hours shall be compensated at non-overtime rates.

- * Employees who work more than 84 hours in this period, but less than 100, shall be compensated at one and one-half times their regular rate of pay.

- * Employees who work in excess of 100 hours in this period shall be compensated at double their regular rate of pay.

- * Employees shall rotate shifts every three (3) months.

- * This twelve (12) hour scheduling agreement is of mutual consent and may be terminated by either party with a thirty (30) day notice. It shall not be used in any other proceeding and shall not be used as any type of precedent.

SECTION 2. OVERTIME/CALL-IN PAY

A. DEFINITION - Overtime is authorized time worked in excess of eight (8) hours in any continuous twenty-four (24) hours beginning with the starting time of the employee's shift, or in excess of forty (40) hours in a work

week, unless otherwise agreed upon between the parties.

B. Employees who have completed eight (8) regular hours during a scheduled work day shall be paid at the rate of time and one-half for all time worked in excess of eight (8) hours on such day; or time worked over the regularly scheduled worked day unless otherwise agreed upon between the parties.

C. Employees who have completed forty (40) hours during a scheduled work week shall be paid at the rate of time and one-half for all time worked in excess of forty (40) hours, unless otherwise agreed upon between the parties. Full-time employees working over forty-eight (48) hours in a scheduled work week shall be paid at the rate of double time for all time worked in excess of forty-eight (48) hours, unless otherwise agreed upon between the parties.

D. There will be no pyramiding of overtime and overtime will be paid at the rate of time and one-half even though the hours worked might qualify for overtime under more than one provision of this Agreement.

E. Any employee who takes advantage of the overtime provisions mentioned herein by working overtime hours and then losing time by coming in late or laying off without good cause during the same pay period, shall be subject to disciplinary measures.

F. Authorized paid vacation, sick days, and paid holidays, shall be considered as time worked for overtime

purposes.

G. Whenever an employee is ordered to fill a vacancy in a higher classification, said employee shall receive the higher rate of pay and is expected to perform those duties and assume the responsibilities of the higher classification. This shall include part-time patrol to full-time patrol, full-time patrol to corporal and part-time dispatch to full-time dispatch.

H. Any employee who is called into work, is permitted to appear or is sent home for lack of work, shall receive a minimum of four (4) hours work or pay at their appropriate rate of compensation.

SECTION 3 OVERTIME DISTRIBUTION

A. The Township shall maintain a proper list of overtime assignments so as to insure fair distribution of overtime among all eligible in the classification.

B. Overtime shall be offered in the following manner:

* When a corporal is to be replaced on the schedule, it shall first be offered to another corporal. If a corporal is unable to fill the vacancy, it shall then be offered to a full-time police officer. If a full-time police officer is unable to fill the vacancy, it shall then be offered to a part-time police officer.

* When a full-time police officer is to be replaced on the schedule, it shall first be offered to another full-time police officer. If a full-time police officer is unable to fill the vacancy, it shall then be offered to a part-time

police officer.

* When a full-time dispatcher is to be replaced on the schedule, it shall first be offered to another full-time dispatcher. If a full-time dispatcher is unable to fill the vacancy, it shall then be offered to a part-time dispatcher. If a part-time dispatcher is unable to fill the vacancy, it shall be offered to a qualified part-time police officer.

* When a part-time dispatcher is to be replaced for any of the overlap shifts, it shall be only offered to another part-time dispatcher. If a part-time dispatcher is unable to fill the vacancy, the scheduled shift may be filled by the on-duty corporal.

B. Unscheduled Call Back: Full-time employees called back outside their regular hours on an unscheduled basis, shall be paid overtime rates for the total time worked with a minimum of four (4) hours at time and one-half for each call back: except that employees may be offered less than two (2) hours call back time in conjunction with a regularly scheduled shift.

SECTION 4. POLICE WAGES

Full-Time Police Officers shall be entitled to the following wages:

	1/1/91	1/1/92	1/1/93
Beginning	N/A	22,312	23,651
2 Years Service	N/A	23,100	24,486
3 Years Service	N/A	23,887	25,320
4 Years Service	N/A	24,727	26,211

5 Years Service	N/A	26,775	28,382
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Full-Time Police Corporals shall be entitled to the following wages:

	1/1/91	1/1/92	1/1/93
Beginning	N/A	27,030	28,652
1 Year Service	N/A	28,350	30,051
2 Years Service	28,618	30,049	31,852

Increase - January each year; increase - Anniversary date each year; Full Retroactivity from January 1, 1991 until date of ratification.

SECTION 5. PART-TIME POLICE WAGE AND HOUR INFORMATION

A. Part-time Officer's shift durations shall consist of the following Hours:

A Shift	0000 Hours to 0800 Hours
B Shift	0800 Hours to 1600 Hours
C Shift	1600 Hours to 0000 Hours

Management further reserves the right to implement overlap shifts at their discretion.

B. The normal work week for a part-time police officer shall consist of a minimum of twenty-four (24) hours per week. A greater number of hours per week may be assigned based upon the availability of the officer and needs of the department.

C. The current application and selection process of scheduling hours for Part-time Police Officers shall be

continued; i.e., the scheduled posting will be put up on the 5th and removed on the 17th of each month. Officers, at the time they make their selections, will indicate the days and times they are available. In the event of a scheduling conflict, assignments will be made in accordance with seniority. In the event the work schedule is posted and following the posting there is still a vacancy that cannot be filled through a volunteer, the employee with the least amount of seniority shall be required to fill the vacancy.

D. To the extent possible, scheduled hours of work available to part-time officers will be equalized among part-time officers unless waived by said officer

E. The current practice of a 30-minute paid lunch period for employees while on duty shall continue.

F. The Employer will equalize overtime among employees to the extent possible. For the purposes of scheduling and overtime, the parties agree to recognize a division between the road patrol and the investigations unit in the classification of CLASS II. It is further understood that officers assigned to one division shall not be eligible for scheduling or overtime in the other division unless all personnel within the division having said vacancy have been given the opportunity to work.

G. Part-time Police Officers shall be entitled to the following wages:

	1/1/91	1/1/92	1/1/93
Beginning	9.36	9.00	9.00

6 months Service	N/A	9.40	9.75
1 Years Service	N/A	10.00	10.50

SECTION 5. DISPATCHER WAGE AND HOUR INFORMATION

A. A part-time dispatcher shall be assigned by management, based upon the needs of the department. However, a part-time dispatcher does not have any particular number of hours guaranteed on a weekly, monthly, or yearly basis. The employer further reserves the right to change the schedule of a part-time dispatcher based upon the needs of the department.

B. Two (2) overlap shifts will be scheduled by management (utilizing part-time personnel) each week to provide an additional dispatcher during peak times of activity. Personnel working said shifts must have successfully passed their training period.

C. Dispatchers shall receive a thirty (30) minute paid lunch hour.

D. Full-time Dispatchers shall be entitled to the following wages:

	1/1/91	1/1/92	1/1/93
Beginning	N/A	18,500	19,610 9.3918
1 Years Service	N/A	19,000 9.6946	20,140 9.6456
2 Years Service	N/A	19,500	20,670 10.1568
3 Years Service	N/A	20,500	21,730 10.4071

Part-time dispatchers shall be entitled to the following wages:

	1/1/91	1/1/92	1/1/93
Beginning	5.98	7.00	7.50
6 Months Service	6.50	8.00	8.75
1 Years Service	6.76	9.00	9.50
2 Years Service	7.55	N/A	N/A

ARTICLE XVI - COURT APPEARANCES

SECTION 1. In the event an off-duty employee appears at a court outside the Township, said employee will receive a minimum of four (4) hours pay.

ARTICLE XVII HOLIDAYS

Full-time

Employees not scheduled to work shall receive their regular scheduled hours of pay. Employees scheduled to work shall receive double their rate of pay for hours worked on said holiday.

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4th (Ind. Day)	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	

Part-Time

A. Regular eligible part-time employees who are required to work on a designated holiday will receive time and one-half pay for the time worked. The following will be designated holidays:

Thanksgiving Day

Christmas Day

New Years Day

B. Designated holidays, as set forth in the full-time section of this contract, shall be compensated at the rate of time and one-half for any employee called in beyond normal scheduling.

ARTICLE XVIII - ANNUAL VACATIONS AND PAID SICK DAYS

FULL-TIME

SECTION 1. TERMS

A. Full-Time employees will earn annual vacation time (part of which may be used as sick time) according to their seniority date. Vacation time earned shall be stated in terms of hours and is follows:

6 months - 1 year service.....	40 hours
1 - 2 years service.....	120 hours
2 - 5 years service.....	160 hours
5 - 10 years service.....	200 hours

B. Employees promoted from part-time to full-time status will receive one-half of their seniority for vacation purposes.

SECTION 2. USE - Employees will be allowed to use occasional vacation day(s) upon approval of the Director of Public Safety or his designee. Long term use of vacation will be allowed as follows:

A. By January 15th of each year, the Township will

cause to be posted in a prominent and accessible place in its offices, calendars of the year in some form which will allow each employee who so desires to indicate upon the calendar, a period of time over which he or she wishes to take vacation.

B. At the same time, the Township will post with the calendar a notice specifying any limitation it places upon the vacations its employees may take, such as, "only two (2) persons in a classification may be on vacation on any working day."

C. At the close of business on the last working day in February of each year, the employee, or employees with the most seniority having applied for vacation for any period or any part of a period as to which there is a conflict with the limitations posted by the Township, and all employees who have indicated a desire to vacation during periods as to which there is no conflict with limitations, may consider their vacations as scheduled for the periods involved. Except in cases of emergency, the Township may not unilaterally alter the vacation schedule of these employees at any subsequent date.

D. Employees who did not indicate a desired vacation period prior to the last working day in February or who indicated a desire but were in conflict with a more senior employee or employees so as to deny them vacation during the indicated period, may apply for approval of any other vacation period consistent with the limitations notice

posted by the Township. The Township will not unreasonably withhold its approval of such application.

E. The vacation period shall be from January 1 through December 31 of each year. A probationary employee must complete a satisfactory six-month evaluation prior to vacation enactment. Per Township Board resolution, each entitled employee must use ten days vacation; remaining days may be cashed out (up to ten days maximum) provided cashed out notification is received by the Director of Public Safety and Township Clerk before November 10th of the calendar year. (Part-time personnel to be non-paid.)

F. An employee who has reported to work and leaves work because of a non-duty disability or illness arising outside the scope of their employment, shall be charged from their vacation/sick hours bank, the actual hours absent from the scheduled shift in question. Paid sick leave shall be considered as time worked for all pay purposes.

SECTION 3. PERSONAL LEAVE DAYS Employees will receive one (1) personal leave day annually with pay to be increased to two (2) days effective January 1, 1993. This day cannot be cashed out and will not be deducted from vacation time.

PART-TIME

A. Part-time personnel shall follow the procedure set forth in SECTION 2 USE, of the full-time language and shall be entitled to the following non-paid vacation time:

6 months - 1 year..... 40 hours
1-2 years.....120 hours
2-5 years.....160 hours
5-10 years.....200 hours

ARTICLE XIX - INSURANCE

Insurance benefits will become effective in the case of new employees after ninety-one (91) days of employment for Blue Cross/Blue Shield and after thirty-one (31) days of employment for Blue Cross Health Care Network.

SECTION I. HEALTH CARE COVERAGE

FULL-TIME

A. The Township will provide Blue Cross/Blue Shield coverage as currently provided. Employees have the option of standard coverage or the Blue Cross Health Care Network (HMO). As part of this coverage, the Township will provide to each employee the Blue Cross/Blue Shield UCR Dental Rider #4677-1, of which the Township shall have no obligation to pay more than Thirty Dollars (\$30.00) per month per employee for such Dental Insurance and should the costs of said insurance exceed the amount herein stated, it shall be the obligation of the employee to pay the additional amount. Said amount shall be deducted from the employee's pay for the purpose of maintaining coverage.

B. These coverages and carriers may be changed only by mutual agreement of the parties.

C. A surviving spouse and/or legal dependants of a full-time police officer (under this agreement) shall be covered with health care insurance for a period of one (1) year from the date of said officers death having resulted from a duty-related occurrence.

PART-TIME

Any part-time employee covered under the provisions of this contract may apply for medical and hospitalization insurance provided the employee authorizes a wage deduction authorization, and further provided, that the Township's insurance carrier is agreeable to allowing the medical and hospitalization coverage to be split-off from the overall coverage afforded other members of the bargaining unit. It is agreed and understood that part-time employees shall not receive any form of medical or hospitalization insurance at the expense of the employer.

SECTION 2. OPTICAL

FULL-TIME

The Township will provide optical insurance coverage for employees and eligible dependents; carrier to be determined by the Township.

PART-TIME

Any part-time employee covered under this agreement may purchase optical insurance from the Township's carrier, under a payroll deduction plan.

SECTION 3. LIFE INSURANCE

The Employer will permit employees to purchase additional Life Insurance coverage from the Employer's carrier, providing such additional coverage is available from said carrier and providing each employee so electing shall pay said premium through payroll deduction.

It is understood by the parties that in addition to the Life Insurance provided by the Township, eligible employees are entitled to the Federal Public Safety Officer's Benefit Act of 1976.

FULL-TIME POLICE

The Township will provide Life Insurance coverage in the amount of Forty Thousand Dollars (\$40,000.00).

FULL-TIME DISPATCH

The Township will provide Life Insurance coverage in the amount of Twenty Thousand Dollars (\$20,000.00).

PART-TIME

The Township will provide Life Insurance coverage in the amount of Ten Thousand and Five Hundred Dollars (\$10,500.00) and accidental death and dismemberment coverage in the amount of Fifteen Thousand Dollars (\$15,000.00).

SECTION 4. SICKNESS AND ACCIDENT BENEFITS

FULL-TIME

The Township will purchase sickness and accident

insurance which will provide eligible full-time employees with seventy (70%) percent of their weekly base pay to a maximum payment of \$250.00 per week, for a period not to exceed thirteen (13) weeks. Upon determination of long-term illness, eligible full-time employees will be compensated with a monthly benefit equal to sixty percent (60%) of their covered monthly earnings up to a maximum monthly benefit of fifteen hundred dollars (\$1,500.00). Benefits of this provision will begin on the first (1st) day of the accident or hospitalization and the eighth (8th) day of illness.

Benefits under this plan will be reduced by any benefits the employee and his/her dependents are eligible for under the Social Security Act, or any other coverage provided by law. Benefits will also be reduced by all other disability benefits the employee and his/her dependants are eligible for under the Railroad Retirement Act, any labor-management trustee, union or employee benefit plans, the employer's life insurance plan, or any benefits received under the employee's annuity or pension plan. Benefits under a separate individual policy are excepted.

The amount of benefit reduction for Social Security benefits will be "frozen". Once the amount of reduction has been determined, it will not be increased if amendments to the Social Security Act increases the benefit payments to which the individual is entitled. The minimum amount of benefit payable under this plan will be fifty dollars (\$50.00) per week.

There will be no duplication of benefits for time off as a result of sickness or accident.

The Township will continue employee medical and life insurance for a maximum period of six (6) months for a non-duty related disability and for twelve (12) months for a duty related disability.

At its expense, the Township may cause any employee receiving benefits under this section, to be examined by a medical doctor of the Township's choice during said period of benefit.

PART-TIME

The Township will provide eligible part-time employees with Fifty Dollars (\$50.00) of weekly benefits for a period of twenty-six (26) weeks providing the employee does not receive Sickness and Accident benefits from another source. Employees will be eligible for benefits on the first day of disability due to an injury; the first day of hospitalization; and on the eighth day of disability due to sickness. After three (3) days absence due to such illness or injury, upon the Employer's request, an employee shall provide to the Employer a statement from a doctor verifying illness. At its expense, the Township may cause any employee receiving benefits under this section, to be examined by a medical doctor of the Township's choice during said period of benefit.

SECTION 5. WORKER'S COMPENSATION INSURANCE

A. The Township shall provide worker's compensation insurance that is statutorily required for all employees covered under this agreement.

B. The Township agrees that any employee injured on the job and under the care of a licensed physician, will not be charged time off from his/her vacation/sick time reserve. If an employee leaves work due to an injury arising within the scope of his/her employment, the employee shall not be charged with sick leave for that day and will be paid for the remainder of the shift.

C. Accidents must be reported to the Director of Public Safety or his designee as soon as possible.

D. Any full-time employee injured in an accident compensable under the Workers' Compensation Act shall receive from the Township the difference between the amount received through workers' compensation, other Township furnished insurance and one-hundred (100) percent of his/her regular pay for a period not to exceed one (1) year from the date of injury.

ARTICLE XX - RETIREMENT

FULL-TIME

Under the current Pension Program, employees are mandated to contribute five percent (5%) of their base earnings into the Plan and may contribute an additional five percent (5%) or ten percent (10%) to a maximum of fifteen percent (15%) which will be one hundred percent (100%) vested immediately upon entry to the plan.

The Township shall guarantee ten percent (10%) of the employees base earnings to be vested immediately upon entry into the Plan.

The Township shall provide to all employees in the Pension Program a booklet spelling out the Group Pension Plan.

ARTICLE XXI - LEAVES OF ABSENCE

SECTION 1. GENERAL INFORMATION Employees under this agreement may be granted a leave of absence, as specified herein, upon prior request. It shall be recommended by the Director of Public Safety, approved by the Township Board of Trustees, and be subject to the following regulations:

A. Such leaves shall not be granted for more than six (6) months unless otherwise specified.

B. An employee granted a leave of absence shall be restored to his/her position on the expiration of the leave, or, if approved by the Township before the expiration thereof, without loss of seniority.

C. In the event such employee's position shall have been abolished in the meantime he/she shall be returned in the following manner:

If there is a probationary employee serving in a position of the same job classification in the Department in which the individual was formerly employed, the probationary employee shall be separated and the returning employee appointed to the position.

If there is no probationary employee in that job classification or position in the Department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

D. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least fourteen (14) days prior to the requested starting date, except in cases of emergency.

E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up to and including termination.

F. Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.

G. No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere.

H. At its expense, the Township may cause any employee who requests any type of medical or sick leave, to be examined by a medical doctor of their choosing before, during, and after, such leave of absence.

I. Before returning to work, the employee must be

certified by his/her attending physician as ready and able to return to his/her full work assignment.

SECTION 2: LEAVE DEFINITIONS AND TERMS

UNION LEAVE - Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive a non-paid leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than three employees shall be off on leave under this section at any time.

GOVERNMENTAL APPOINTMENT LEAVE - Any member of the Bargaining Unit may, in the sole discretion of the Township, be given a non-paid leave of absence to accept an appointed governmental job outside the Bargaining Unit. Said Leave shall be renewable yearly at the sole discretion of the Township.

MILITARY/RESERVE LEAVE - Any employee entering the Military Service of the United States of America shall be granted a non-paid leave of absence. Upon return from such service, he/she shall be entitled to reinstatement in his/her job provided reinstatement is within (60) sixty days of honorable discharge.

PERSONAL LEAVE - Employees under this contract may be granted a personal leave of absence without pay. Such leaves shall not be granted for more than six (6) months.

SICK LEAVE

FULL-TIME PROVISIONS - Sick leave shall be used for personal illness, medical reasons, or disability due to an off-the-job injury and shall be governed by the provisions of the Township's short-term and long-term DISABILITY carrier.

PART-TIME PROVISIONS - Any employee who is ill and whose illness is supported by satisfactory medical evidence will be granted a sick leave of absence for an appropriate period of time, not to exceed six (6) months. Sick leaves must be requested before the leave commences, unless there is an emergency situation which prevents the employee from contacting the Township, in which case the employee will submit medical evidence as soon as the employee is able. Where supported by medical proof, sick leaves may be extended for additional days as necessary but not to exceed two (2) years. In event the leave of absence is extended beyond six (6) months, the employee shall be responsible for contacting the Director of Public Safety or his designee not less than every thirty (30) days during the term of the leave for the purpose of a status report on the medical condition.

EDUCATION LEAVE - An employee who is attending college classes, may submit a written request for a non-paid educational leave which may include portions of days or whole days.

JURY SERVICE - An employee who is called for Jury

Service shall be excused from scheduled work for the days on which the employee serves and he/she shall receive the difference between his/her pay and that paid for Jury Service. The employee shall present proof of service and the amount of pay received therefor.

OUTSIDE EMPLOYMENT RELATED LEAVE - Any part-time employee requesting a leave of absence as a direct result of his/her full-time outside employment, shall be granted such leave upon documentation of need from said outside employer.

WORKER'S COMPENSATION LEAVE - A worker's compensation leave shall be defined as a leave required as the result of the employee incurring a compensable illness or injury related to or during the course of his/her employment.

An employee, upon becoming aware of injury or illness, shall report any illness or injury to a supervisor.

Employees sustaining job related injuries requiring medical attention will be permitted to leave their assignment during working hours on the day of the injury to secure medical attention at a facility designated by the Township, and will be compensated for necessary time lost during their regular schedule of Township work on that day. In the event that the injury is such that the employee is permitted to work but is required by the physician to make additional visits for necessary medical attention, the same rule will apply with respect to such recurrent visits.

MATERNITY AND CHILD CARE LEAVES - In case of pregnancy, every female employee covered under this agreement beginning

with the fifth month of pregnancy, and every month thereafter prior to delivery, shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. It shall be the duty of the employee to notify her department head of the pregnancy. The Township will grant a leave of absence for maternity reasons upon written request and upon proper certification of pregnancy from the employee's physician.

Leave may be extended if such request is made and supported by the employee's physician statement that the employee is unable to return to work due to illness.

CLASS I (FULL-TIME) PROVISIONS

Said leave will be granted in accordance with Federal and State Regulations and will be limited to earned vacation time as well as the provisions of the Township's insurance carrier.

PART-TIME

Under the provisions of this article, female employees are eligible for the fifty (50) dollar per week benefit as described in ARTICLE XIX, SECTION 4 (sickness and accident benefits) of the contract.

BEREAVEMENT LEAVE - Full-time employees shall be allowed three (3) scheduled work days as bereavement leave days to attend a funeral within a 350 mile radius and five (5) scheduled work days to attend a funeral outside the 350 mile radius. Such days shall not be deducted from vacation

reserve, for a death in the immediate family, where proof of attendance at the funeral is provided by said employee to the employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, and brothers or sisters.

A full-time employee shall be allowed one (1) bereavement leave day, not to be deducted from vacation reserve, to attend the funeral of a brother-in-law or sister-in-law in cases where proof of attendance is provided by said employee to employer.

Part-time employees shall be allowed the provisions afforded to full-time employees except that they shall be compensated only one (1) day to attend the funeral in the event it falls on a regularly scheduled work day.

ARTICLE XXII. ANTI-DISCRIMINATION CLAUSE

The Township and the Union agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, or marital status.

ARTICLE XXIII - NO STRIKE OR LOCKOUT

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 Van

Buren, it is agreed that there shall at no time be strikes, slow-downs, tie-up of equipment, walk-outs or other deliberate withholding of services by members of the Bargaining Unit, or any practice other than normal enforcement activities for the purpose of influencing contract negotiations or grievance settlements, either individually or collectively. Employees in violation of this Section shall be subject to discipline up to and including discharge.

SECTION 2. In the event of any violation of Section 1. of this Article, the Union will send telegrams to affected employees advising them of the provisions of this Article.

ARTICLE XXIV - SEVERABILITY

In the event any provision of this agreement is for any reason held invalid or unenforceable by reason of any Federal or State Law, regulation or order now existing or herein after enacted or put into force, such invalidity or unenforceability shall not effect the remainder of this Agreement.

ARTICLE XXV - DURATION

THIS AGREEMENT, shall become effective upon its acceptance by the Union and Employer and shall remain in force until midnight, from January 1, 1991 to December 31, 1993 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th)

day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate, unless before that date, all subjects of amendment proposed by either party have been disposed of by Agreement or by the withdrawal by the party proposing amendment.

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UAW, LOCAL NO. 157

VAN BUREN TOWNSHIP

CPL Ernie Thornsburg
CHIEF STEWARD

Charles D. Tain
SUPERVISOR

F. J. King
BARG. COMM.

Charles D. Tain
CLERK

William E. White
BARG. COMM.

John J. Smith
TREASURER

William E. White
PRESIDENT

Mark Perkins
DIRECTOR OF PUBLIC SAFETY

James Mac Bride
JAMES MAC BRIDE, INT'L REP.
Bob King
BOB KING, DIRECTOR
UAW REGION 1-A

DATED: May 14, 1992

Drug Policy Memorandum

Between

The Van Buren Charter Township

and

The Van Buren Police: UAW Local 157

This Agreement shall be a supplement to the Collective Bargaining Agreement between the parties and supersedes all other agreements regarding drug policies and testing.

DRUG TESTING POLICY

I. PURPOSE

The purpose of this policy is to provide all personnel with notice of the provisions of the department drug testing program.

II. POLICY

It is the policy of this department that the critical mission of public safety justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The public safety profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a public safety employee's physical and mental health and, thus, job performance.

Where public safety personnel participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free public safety profession, this department will make use of a drug testing program to detect prohibited drug use by employees.

III. REASONS FOR TESTING

The Township's program includes the following types of drug testing:

- A. Pre-promotional - testing an employee who is selected for promotion.
- B. Transfer - testing an employee who is transferred to a job of a sensitive nature (e.g., Drug Enforcement, Internal Affairs, and other jobs designated by the

Review Committee).

- C. Return from absences - testing an employee who has been off for over thirty (30) calendar days.
- D. Based Upon Reasonable Suspicion - testing when a representative of the employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- E. Follow-Up - testing as part of counselling or rehabilitation.
- F. Applicant Drug Testing - Applicants shall be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug test or if a confirmed positive drug test indicating drug use prohibited by this policy.
- G. Probationary Employee Drug Testing - Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order.

Orders for testing shall come from the Director of Public Safety. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.

IV. DEFINITIONS

- A. Sworn Employee -- Those Employees who have been formally vested with the full powers and authority of their position.
- B. Supervisor -- Those employees assigned to a position having day to day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine by an Officer in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- Testing when a representative of the employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in

possession of any controlled substance unlawfully.

E. Probationary Employee -- For the purposes of this policy a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.

F. MRO (Medical Review Officer) -- The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

G. Choice of Collection Facility and Testing Laboratory
The Employer and the Union agree that Airport Industrial Medical Clinic shall be the designated collection facility or any other facility that is mutually agreeable to the parties. The designated laboratory under this program must be acceptable to the Michigan Law Enforcement Officers Training Council and the testing facility shall be a Smith Kline Bio-Science Facility.

H. Last Chance Agreement -- A standard letter of conditions for continued employment that is offered by the Director of Public Safety, or the right to same is invoked by an Officer under certain conditions outlined in this order, after it has been determined that the Officer has violated this order.

I. Explainable Positive Result -- A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

V. PENALTY

A. Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the agency rules and regulations, and may include discharge from the department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

B. An employee who refuses to comply with a drug test under this program shall be terminated from the Township service, subject to his/her right to the grievance procedure.

VI. DRUG TESTING PROCEDURES

1. The testing procedures and safeguards provided in this policy, to provide for the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug tests. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.
2. Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his Union, prior to disciplinary action,

should the original sample result in a legal or contractual dispute. The employee must request same within 72 hours of being notified in writing of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialled by the employee and laboratory technician; and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative. Employees will, upon request, be given a copy of the completed form sent to the testing lab.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to provide for the integrity of the second specimen.

VII. DRUG TESTING METHODOLOGY

1. The testing or processing phase shall consist of a two-step procedure:
 - a. initial screening test
 - b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMIT type. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be of the gas chromatography/mass spectrometry method.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.
5. Concentrations of a drug at a minimum of the following levels shall be considered a positive test result

when using the initial immunoassay drug screening test:

Initial Test Level
(ng/ml)

Marijuana metabolite.....	100
Cocaine metabolite.....	300
Opiate metabolites.....	300*
Phencyclidine.....	25
Amphetamines.....	1000
Barbiturates.....	300

* 25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level
(ng/ml)

Marijuana metabolite.....	15*
Cocaine metabolite.....	150**
Opiates:	
Morphine.....	300+
Codine.....	300+
Phencyclidine.....	25
Amphetamines:	
Amphetamine.....	500
Methamphetamine.....	500
*Delta - 9 tetrahydrocannabinol -9- carboxylic acid	
** Benzoylecgonine	
+ 25ng/ml if immunoassay -specific for free morphine	
Barbiturates.....	300

The Union will be notified of any changes in cutoff levels which are set in accordance with levels determined by the Michigan Law Enforcement Training Council.

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis .
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be

subject to discipline.

VIII. CHAIN OF EVIDENCE - STORAGE

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until pending contractual or legal disputes are settled.
3. An employee having a positive test result shall receive a written notice from the Director of Public Safety stating said results. All pertinent information concerning the test will be made available to the effected employee upon their request.

IX. DRUG TEST RESULTS

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to provide for the acceptable performance of the employee's job duties.

X. REVIEW COMMITTEE

- A. A review committee, including the Chief Steward of Local 157 or a designated representative, shall be formed by the Director of Public Safety to review the Township's Drug Testing Program on an ongoing basis and to make recommendations to the Director.
- B. Any disputes concerning the interpretation or application of this program shall be subject to the grievance procedure. Grievances shall be initiated at the third step within the grievance procedure as indicated in the employees' current Collective Bargaining Agreement.

XI. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT

1. An employee whose drug test has been confirmed positive by the Medical Review Officer during testing shall, if

found guilty during department disciplinary proceedings, be offered a last chance agreement.

2. Standard letter of conditions for continued employment (last chance agreement) must be signed by department and employee.
3. Employee must attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the Director of Public Safety or their designee. Part-time employees shall be financially responsible for any costs associated with said rehabilitation program.
4. Employee must sign a form releasing any and all information to management as may be requested.
5. Employee must pass a medical examination administered by a medical facility designated by the Director of Public Safety prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
6. Employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
7. Once authorized to return to duty the employee must submit to periodic urinalysis as may be determined by the Director of Public Safety.
8. The employee shall be subject to the terms of this program for two (2) years after their return to work.
9. The employee must agree in writing that he/she will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during it's enforcement term.
10. Employee must be advised that the he/she is not obligated to sign the agreement and be advised they have the right to seek the counsel of their legal and/or labor representative.

LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on _____ and:

Whereas. the department will conditionally reinstate

_____ to the position of _____,
provided the employee is found by medical examination to be
capable of performing all the duties of the duties of the
classification as determined by the Director of Public
Safety and subject to the following terms and conditions
being met and maintained;

Now, therefore, it is agreed that the:

1. Employee must sign a form releasing any and all
information to management as may be requested.
2. Employee must complete a rehabilitation program as
prescribed by the employee assistance program and/or an
authorized rehabilitation source or program
3. Employee must pass a medical examination administered by
a medical facility designated by the Director of Public
Safety prior to being allowed to return to duty. The
examination shall only screen for drug use and the
physical impact of the prior drug usage.
4. Employee may be allowed to use sick time and apply for a
medical leave of absence if required, while undergoing
rehabilitation.
5. Once authorized to return to duty, the employee must
submit to a periodic urinalysis as may be determined by
the Director of Public Safety.
6. Upon clearance by the medical facility designated by the
Director of Public Safety, _____
shall be returned to the department as a
_____.
7. Once returned to duty, _____ will
present himself/herself to the department's employee
assistance program or authorized approved
rehabilitation program for evaluation, and agree to, as
well as follow any and all directives given to him/her
by the employees assistance program or approved
rehabilitation source for a period of not more than
two (2) years, agrees to sign appropriate forms
releasing any and all information to the department as
may be requested. Failure to follow the rehabilitation
directives are grounds for discharge.
8. _____ shall submit to controlled
substance testing at the discretion of the Director of
Public Safety. If any such test shows a positive result
for the presence of a controlled substance,
_____, will be discharged from employment
with the department.

9. (If applicable) the union shall withdraw with prejudice the grievance # _____ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. _____ Shall release and discharge the union and the employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, employee _____ releases the governmental unit from all liability and claims he/she may have had or now has with respect to his/her employment with the Township of Van Buren whether such claims or liability arise under federal or state statute, constitutional provisions, principles of common law, or under a collective bargaining agreement between the parties.
10. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value.
- Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
11. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the department.

Dated this _____ day of _____, 199_

Employee

Supervisor

Union Representative

Director

