

4/1/87 - 12/31/88  
SERGEANT'S CONTRACT  
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*White Lake Township*

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AGREEMENT

AGREEMENT made and entered into on this 1st day of December 1987, to be effective April 1, 1987, by and between the TOWNSHIP OF WHITE LAKE, hereinafter referred to collectively as the "Employer" or "Township", and THE FRATERNAL ORDER OF POLICE STATE LABOR COUNCIL, hereinafter referred to as the "Union" or "Employee". It is the desire of both parties to this Agreement to work harmoniously and to promote and maintain high standards between the Employer and Employees, which will best serve the citizens of the Township of White Lake.

ARTICLE I - RECOGNITION

1. The Employer recognizes the Union as the exclusive representative of all full-time employees of the White Lake Township Police Department above the rank of Patrolman, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended, including clericals, but excluding all elected officials and appointees, police chief, and other employees of the Township.

ARTICLE II - MANAGEMENT RIGHTS

1. The Union recognizes the right of the Township to operate and manage its affairs in all respects in accordance with its responsibilities. It is understood and agreed that the Township has all the customary and usual rights, powers, functions, and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.

2. The Union recognizes the exclusive right of the Township to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is performed as well as set work standards. The Township also reserves the right to make work assignments in emergency situations.

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3. The Township has the right to schedule overtime work as required, consistent with the provisions set forth in Section XIV.

4. The Township reserves the right to classify positions based on assigned duties and responsibilities or to make changes in assigned duties and responsibilities. The Township has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an Employee considers that these principles are not being observed, he may seek redress through the grievance procedure set forth in Article V.

5. The Township reserves the right to discipline or discharge for cause.

6. The Township reserves the right in accordance with Article VIII, LAY-OFF, to lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the Township or where such continuation of work would be wasteful and unproductive.

7. No policies or procedures covered in this Agreement shall be construed as being delegated to others or reducing or abridging any of the following authority conferred on Township Officials:

(a) The responsibility of the Township Supervisor as executive officer for enforcing the laws of the State and Township Ordinances; recommending an annual budget of appropriations and the efficient performance of all executive departments among other executive responsibilities defined by State Law.

(b) The responsibility of the Township Board as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the Township budget among other legislative responsibilities defined by State Law.

(c) The responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations and exercising other personal responsibilities as defined by State Law.

(d) The responsibility of the Township Board and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan and retirement plan.

(e) The responsibilities of the Township in determining the functions and organization of the respective departments or divisions.

(f) The responsibilities of Department Heads and/or Township Board governed by State Law, ordinances and Civil Service rules: (i) to hire, assign, transfer, and promote Employees to positions within the Department; (ii) to suspend, demote, discharge or take other disciplinary action against Employees; (iii) to relieve Employees from duties because of lack of work or lack of funds; (iv) to determine the methods, means, and personnel necessary for departmental or agency operations; (v) to control departmental or agency budget; (vi) to take whatever actions are necessary in situations of emergency to perform the functions of the department.

(g) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the Township Board.

(h) The responsibility for administering State and Ordinance provisions relating to the Pension Plan, the Insurance Plan and the Disability Plan.

#### ARTICLE III - UNION SECURITY AND CHECK-OFF

1. The Employer agrees to deduct the union membership dues, each month, from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified with an itemized statement to the Employer by the Treasurer of the Union, fifteen (15) days prior to the payroll period for which such deductions are to be made. The aggregate deductions for all Employees shall be remitted together with an itemized statement to the Treasurer of the Union within fifteen (15) days after any payroll period of the (current/succeeding) month for which such

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deductions are made. This authorization shall be irrevocable during the term of this Agreement.

2. Authorization of Payroll Deduction:

By \_\_\_\_\_  
Last Name First Name Middle

To \_\_\_\_\_  
Employer Department

Effective Date: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

3. Union Security Clause: Each Employee who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each Employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union three hundred sixty (360) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

4. An exception to the above condition, however, shall recognize that any employee may exercise his choice of the following alternate conditions. In lieu of Union membership, any Employee shall pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. Provided further, however, this requirement only applies to those Employees within the classifications noted in Article I.

5. Neither the Union nor its members will intimidate or coerce any

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Employee with respect to his right to work or in respect to Union activity or membership.

6. In cases where a deduction is made that duplicate a payment that an Employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the Employee will be made by the Union.

7. The Township shall not be liable to the Union by reason of the requirements of this Agreement for the remittance payment of any sum other than that constituting actual deductions from wages earned by Employees. The Union will protect and save harmless the Township from any and all claims, demands, suits, and other forms of liability by reason of action taken, or not taken, by the Township for the purpose of complying with this Article of the Agreement.

#### ARTICLE IV - BASIS OF REPRESENTATION

1. The full time Employees of the White Lake Township Police Department shall have the right to be represented in all negotiations and complaints and adjustments of disputes by the Chairman or a Steward, each of whom must be a seniority Employee of the Township. These representatives are to be elected or appointed in any manner determined by the Union. The Township must be notified as soon as possible of any change in representation.

2. Representation for White Lake Township shall consist of a Chairman and one Steward.

3. The Union may appoint or elect one alternate Steward. The alternate may act as Steward only when the Steward is absent.

4. The Steward will be permitted to leave his work station, after obtaining approval from his supervisor, for the purpose of adjusting grievances in accordance with the grievance procedure, excepting however, the first step of the grievance procedure. Permission for the Steward to leave his work station will not be unreasonably withheld. He will report to his supervisor upon his return. The privilege of the Steward to leave his work station during working hours, without the loss of pay, is extended only with the

understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that he will continue to work at his assigned jobs at all times except when permitted to leave his work for that purpose. In no event will the Steward be paid overtime for the purpose of handling grievances.

5. There shall be a grievance committee consisting of the Steward and no other member to be selected by the Union and certified in writing to the Employer.

6. The Employer shall meet whenever necessary, at a mutually convenient time, with the Union Grievance Committee. The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

#### ARTICLE V - GRIEVANCE PROCEDURE

1. Any grievance arising under the terms of this Agreement must be handled under the following procedures:

Step 1: An Employee having a grievance shall first discuss the matter with his Supervisor. If the grievance is not settled informally, it shall be discussed with the Steward, Employee and his Supervisor after normal working hours. If the grievance cannot be settled within seven (7) days, it shall be reduced to writing and moved to Step 2 of the grievance procedure.

Step 2: Any grievance not settled in Step 1 shall, at the option of the Union, be taken up and discussed between the Steward and the Chief. The Chief will attempt to adjust or settle the matter and will give his written decision within seven (7) days (excluding Saturday, Sunday and Holidays) of such meeting.

Step 3: Any grievance not settled in Step 2 shall, at the option of the Union, be submitted to a conference and/or hearing between an official or officials of the Union and the Township Supervisor. Such conference and/or hearing is to be initiated by an informal written memorandum setting out the

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grievance and section of agreement in question and filed with the Township Supervisor within seven (7) days of the alleged grievance. The Township Supervisor will set a conference and/or hearing within seven (7) days of receipt of written charges and shall render a written decision within seven (7) days of conclusion of such conference and/or hearing.

Step 4: Any grievance not settled in Step 3 shall, at the option of the Union, be submitted to the next meeting of the Grievance Committee, which shall consist of not more than three members on each side. Any grievance not submitted to the next Grievance Committee meeting, by written notification to the Employer within seven (7) days of the Township Supervisor's written decision, shall be considered dropped.

Step 5: Any matter not settled in Step 4 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within seven (7) days after the grievance committee meeting.

2. If the parties fail to select an arbitrator, one will be selected under the rules of the American Arbitration Association.

3. Any agreement reached by the Union and Employer is final and binding and cannot be changed by any individual.

4. The time limits specified in this Agreement shall not include Saturdays, Sundays or Holidays. Grievances not referred to a higher level by the Union within the time limits shall be considered withdrawn without prejudice.

5. Limit on Arbitrator: The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement.

6. The arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission.

7. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses who are called by them.

8. The time schedules as set out in the above steps may be extended by mutual agreement of the parties.

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ARTICLE VI - BULLETIN BOARD

1. The Employer shall assign bulletin board space to be used by the Union for posting notices, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

2. All notices shall bear the written approval of the Chairman of the Union Board.

ARTICLE VII - SENIORITY

1. New Employees may acquire seniority by working twelve (12) continuous months, in which event the Employee's seniority will date back to the date of hire into the department. When the Employee acquires seniority, his name shall be placed on the seniority list in the order of his seniority date.

2. An up-to-date seniority list will be furnished to the Union Chairman every six (6) months.

3. An Employee shall lose his seniority for the following reasons:

- (a) If the Employee resigns or retires;
- (b) If the Employee is discharged and not reinstated;
- (c) If the Employee is absent from work for three (3) working days without properly notifying the Employer, except where his failure to return to work is covered by his sickness or accident and proof of such cause is provided;
- (d) If the Employee does not return to work at the end of an approved leave, except where his failure to return to work is covered by his sickness or accident and proof of such cause is provided;
- (e) If the Employee fails to return to work within three (3) days when recalled from lay-off.

4. It is understood and agreed that for purposes of vacation and longevity only, each of the following individuals shall receive a credit of one (1) day for each two (2) days of service rendered between the stated seniority date and April 1, 1981:

K. Peppiatt - Seniority Date: May 13, 1967  
G. McClure - Seniority Date: August 30, 1970

5. The credit herein given and the seniority dates above stipulated only apply for vacation and longevity and shall not apply for pension, lay-off, promotions, or anything else pertaining to fringe benefits set forth elsewhere in the contract, for which the seniority provisions pertaining to date of hire shall govern.

#### ARTICLE VIII - LAY-OFF, RECALL AND TRANSFER

1. If and when it becomes necessary for the Employer to reduce the number of Employees in the work force, including patrolmen, the Employee with the least seniority, based upon capability of performing available jobs, shall be laid off first and the first one laid off shall be the last one recalled. Seniority shall not be the only determining factor in lay-off, recall and transfer within the entire police department.

2. In making transfer assignments, consideration will be given to fitness for the assigned duties, responsibilities and seniority. Employees shall have the right to discuss with the Police Chief the basis for such assignments. The decision of the Police Chief in the matter of transfer assignments shall be final and not subject to a grievance procedure, except to the extent that the notification and review procedure outlined herein is not followed.

3. The Chairman or Steward shall be notified of said lay-off or transfer by the Employer.

4. Promotions shall be made as outlined in Act 78.

#### ARTICLE IX - GENERAL CONDITIONS

1. The Union shall be notified in advance of anticipated permanent major changes in working conditions which may result in changes in health or safety conditions.

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2. The provisions of this Agreement shall be applied equally and without favoritism to all Employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility of applying this provision of the Agreement, except as provided in Act 78.

3. The re-employment rights of Employees and probationary Employees who are veterans will be limited by applicable laws and regulations.

4. When any position not listed on the wage schedule is filled or established, the Township may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification, rate or structure is proper, the Union shall have the right to submit the issue as a grievance, at Step 3 of the grievance procedure.

#### ARTICLE X - MAINTENANCE OF CONDITIONS

1. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No Employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

#### ARTICLE XI - GENERAL WAGE PROVISION

1. Job titles and wage rates for Employees covered by this Agreement are listed in Schedule "A" which is attached hereto and made a part hereof. Bi-weekly payroll period ends on Friday at 12:00 midnight. Payroll checks are to be issued on the Wednesday immediately following the end of the payroll period. Pay vouchers for the pay period, including overtime, holiday pay, etc., will be accepted by the Clerk's office until 12:00 noon on the Monday following the end of the payroll period.

#### ARTICLE XII - NO STRIKE - NO LOCKOUT

1. Under no circumstances will the Union cause, authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down, or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved Employees in writing that their conduct is in

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violation of the contract and all such persons shall immediately cease the offending conduct.

2. Any Employee who violates this Section will be subject to discharge by the Employer.

ARTICLE XIII - WORK SCHEDULE

1. A work schedule showing the Employee's shifts, work days and hours shall be posted in the Department at all times. An Employee working the afternoon shift shall be entitled to a shift differential of three percent (3%) of his base pay; an Employee working the midnight shift shall be entitled to a shift differential of six percent (6%) of his base pay.

ARTICLE XIV - OVERTIME

1. All Employees shall be compensated at the rate of time and one-half (1½) for each and every hour that said Employee shall have worked over eight (8) hours in any one day and over forty (40) hours in any one work week, such payment, if any, to be paid on alternate pay days as earned.

2. An Employee who is off duty and is called to return to duty shall be paid a minimum of two (2) hours pay or actual time worked, whichever is greater for call in pay.

3. An Employee shall have the option to be paid for all overtime work or in lieu of payment, to refer said overtime work to his or her compensatory bank. An Employee will be permitted to carry a maximum of forty (40) hours in his or her bank and will be permitted to use compensatory hours banked at his or her option with approval of the department head when the work force permits. If for any reason whatsoever, this provision shall be deemed to be in violation of the Fair Labor Standards Act, then, and in such event, the Union agrees to hold the Township harmless so that the Township shall not be obligated to pay an Employee time and one-half (1½) plus allow an Employee compensatory time off.

4. Due to a change in daylight savings time, it is agreed that:

(a) Any Employee working the additional hour because of the daylight savings time change will be paid time and one-half (1½) for the additional hour worked;

(b) Any Employee working seven (7) hours because of the daylight savings time change will be paid for eight (8) hours.

ARTICLE XV - HOLIDAYS

1. All full time Employees will be entitled to the following fourteen (14) holidays off with pay per Schedule:

Friday before Easter Sunday - Good Friday  
May 1st - Law Day  
May, Last Monday - Memorial Day  
July 4 - Independence Day  
September, First Monday - Labor Day  
November 11 - Veteran's Day  
November, 4th Thursday - Thanksgiving Day  
November - Friday after Thanksgiving Day  
December 24 - Christmas Eve  
December 25 - Christmas Day  
December 31 - New Year's Eve  
January 1 - New Year's Day  
January 15 - Martin Luther King's Birthday  
February, 3rd Monday - Washington's Birthday

2. If any of the above enumerated holidays fall on a Saturday or a Sunday, and the Monday following is observed as a holiday by the State or Federal Government, it shall be paid as such holiday.

3. Employees on earned vacation when a holiday falls on a scheduled work day will be entitled to an additional day off with pay.

4. In order to be eligible for holiday pay, the Employee must work his last scheduled work day prior to the holiday and after the holiday, except that if an Employee is on a scheduled day off, personal leave day, duty disabled day, comp day, or vacation day, he will be paid for the unworked holiday. Employees who produce a physician's statement verifying their illness on a day prior to or after a holiday will be paid for the holiday.

5. All members required to work on a holiday shall be paid time and a half (1½) for all hours worked on such holiday, as defined in this contract, in addition to regular pay for such holiday.

6. The scheduling of members to work on holidays shall be on a seniority rotation basis within the department, bearing in mind the efficiency of the department in assigning personnel. For example, if the department consists of three (3) officers and only two (2) officers are required to work on the first (1st) holiday of the year, the two (2) officers with the most

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seniority should ordinarily be allowed the opportunity of working. If any of the officers in the department decline for reasons other than vacation, disability or sickness, they shall have been considered working and not be considered on subsequent holidays until all remaining members of the platoon are given the opportunity of working one (1) holiday.

7. A seniority list for the department shall be drawn for holiday purposes. This list will then show eligibility to work the holiday based on the last holiday. If insufficient personnel volunteer to work the holiday, reverse seniority shall prevail and personnel ordered to work.

#### ARTICLE XVI - PENSION

1. The pension plan as established for Township officials and full time Employees effective April 1, 1969, shall be maintained. The Township shall pay seven percent (7%) of the Employee's base pay into the plan for the year beginning April 1, 1987, and ending March 31, 1988, and will pay eight percent (8%) of the Employee's base pay into the plan for the year beginning April 1, 1988. All maintenance, expenses and costs of the Pension Plan shall be paid by the Township.

2. Upon retirement, an Employee will be allowed to keep his department issued sidearm, provided it is a state police issued handgun.

#### ARTICLE XVII - HOSPITAL AND SURGICAL INSURANCE

1. All full time Employees may avail themselves to the Blue Cross/Blue Shield (MVF-1 with Master Medical Option I) and surgical insurance, including drug and prescription rider. The Township shall pay one hundred percent (100%) of the premium for Employees, commencing on their date of hire subject to the enrollment period. Full dental benefits for new Employees will not commence until the end of the first year. Any premiums for coverage beyond "Full Family, Ward" will be paid by the Employee. Employees are required to enroll within thirty (30) days from their date of hire if they desire this insurance. Any Employee not enrolling within the thirty (30) day limit will be required to wait for the annual re-enrollment period. The Township agrees to upgrade its Blue Cross/Blue Shield benefits to provide for "semi-private" coverage.

2. The Township will provide a dental program for all full time Employees, one policy per family, which provides one hundred percent (100%) of treatment cost for preventive, diagnostic (except radiographs) and Emergency Palliative (Class I) services and seventy-five percent (75%) of the balance of Class I Benefits paid by Delta and fifty percent (50%) of treatments costs paid by Delta on Class II benefits, with an Eight Hundred and 00/100 (\$800.00) Dollar maximum per person per contract year.

3. The Township will provide optical benefits for all full-time employees and their dependents, equal to or of greater coverage than that currently in effect.

4. The Township shall pay (in accordance with this Article) hospital and surgical insurance premiums for all full-time Employees who are partially or fully incapacitated as a result of an on-the-job duty related accident and/or injury. This provision shall only apply to any injury or accident which is duty related. This coverage shall terminate in the event an Employee accepts employment elsewhere or upon his or her death.

5. The Township agrees, in the event of the death of an Employee, it will continue hospital and surgical insurance benefits for the family for one (1) year and fifty percent (50%) of the premium for the second year, provided the surviving spouse has not remarried or has not obtained benefits from other employment.

6. Upon retirement, an Employee shall be permitted to provide hospital insurance for his spouse at his own expense at the group insurance rate, in accordance with the "General Conditions" of the Township and Federal Law and Regulations commonly known as "COBRA".

#### ARTICLE XVIII - LEGAL REPRESENTATION

1. The Employer will provide and pay such costs for legal representation required by an Employee while he or she was in the performance of his or her police duties.

#### ARTICLE XIX - VACATION

1. Full time Employees will be eligible for vacation with pay for weeks or days in accordance with the length of service from date of hire, which is their anniversary date.

Length of Service		Regular	
<u>At Least</u>	<u>Less Than</u>	<u>Weeks</u>	<u>Days</u>
5 years	10 years	3	15
10 years	15 years	3+2	17
15 years	20 years	4	20
20 years	or over	4+2	22

2. Vacations may be taken any time on or after an Employee's anniversary date. Vacations must be arranged by the individual with his department head with at least thirty (30) days notice preceding the beginning date of the vacation. All Employee vacation time must be approved by the Chief of Police prior to the date of vacation. Unused vacation time is not compensable, and may not be carried over from year to year.

3. Seniority shall have preference on all vacation requests.

4. In the event of death or permanent disability of an Employee, the Township shall pay, in cash, to the Employee's survivors, all unused vacation time.

#### ARTICLE XX - LIFE INSURANCE

The Employer shall provide all full time officers, life insurance in the amount of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars.

The Employer shall pay (in accordance with this Article) life insurance premiums for all full time employees who are partially or fully incapacitated as a result of an on-the-job duty related accident and/or injury. This provision shall only apply to any injury or accident which is duty related. This coverage shall terminate in the event an Employee accepts employment elsewhere or upon his or her death.

#### ARTICLE XXI - SICK LEAVE

1. Full time Employees only shall earn one (1) sick day per month annually. No sick days may be used in the first ninety (90) days of employment. Sick days may be accumulated from year to year with unlimited accumulation. No payment for unused sick days shall be made to Employees upon termination of employment and/or retirement. Employees who suffer duty-related injuries or illnesses will be carried as "disabled" until they are eligible for Worker's Compensation benefits. While on "disabled status, no

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sick days will be charged against the member's sick bank.

2. Employees whose sick leave extends beyond (3) three consecutive work days and whose earned sick days have been used up, may be compensated for a period not to exceed ten (10) weeks in any one fiscal year, at the rate of Two Hundred and 00/100 (\$200.00) Dollars per week, or Forty and 00/100 (\$40.00) Dollars per day for a portion thereof.

3. Extended sick leave may be used only with the permission of his supervisor.

4. The supervisor shall be responsible for reviewing Employee's requests for sick leave and determining their validity. He shall refuse to allow use of sick leave when, in his judgment, there is insufficient evidence to support the Employee's claim or where he believes that the Employee has not exercised reasonable effort to promptly notify the department of his absence.

5. Employees should notify their department head that they will be unable to work at least one (1) hour before their normal work day begins.

6. Employees must submit their "Request for Approval of Extended Sick Leave" forms to their department head, in writing, as soon as possible after sick leave usage. These forms shall be forwarded to the Supervisor for review.

7. Sick leave shall not be granted for a period of more than three (3) successive work days unless the Employee submits a statement from his physician, to the Supervisor, that the sick leave is necessary.

8. Sick leave may not be used before it is earned.

9. Sick leave may be used at any time after it is earned.

10. Sick leave may be used for the following purposes:

(a) Acute personal sickness or incapacity over which the Employee has no reasonable control (Note: Sick leave shall be taken in connection with leaves of absence for pregnancy.)

(b) Absence from work because of exposure to a contagious disease, which, according to public health standards, would constitute a danger to the health of others by the Employee's attendance at work.

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ARTICLE XXII - FUNERAL LEAVE

1. When death occurs in an Employee's immediate family (spouse, parent, parent of a current spouse, son, daughter, brother, sister, grandchild, grandparent, brother-in-law, sister-in-law, son-in-law or daughter-in-law), the Employee, on request, will be excused with pay from date of death, up to and including the day of the funeral excluding leave days and holidays. One additional day (the next calendar day following the day of the funeral) will be allowed for travel time to return from a funeral located 500 miles or more from the Township.

ARTICLE XXIII - PERSONAL TIME OFF

1. Full time Employees only will earn one-half (1/2) day per month, annually, non-cumulative, to be used at the rate of no more than one (1) day per month after days are earned with approval of the department head. Any unused personal days shall be paid to the Employee in cash at straight time, at the end of the fiscal year of the Employer.

ARTICLE XXIV - COURT APPEARANCE

1. All full time Employees required to appear in Court, either Circuit, District or Municipal, outside of his regular duty hours or which shall occur while said Employee is off duty shall be compensated at the following rate of time according to the following schedule:

- |                |  |
|----------------|--|
| 1. 0 - 2 hours | Two hours minimum at time and one-half (1 1/2)       |
| 2. 2 - 8 hours | Time worked at the rate of time and one-half (1 1/2) |

2. The above provision shall not apply in any case of a civil nature unless requested or required by the Township.

3. Employer agrees to pay Employee from the time he leaves his home and/or office until such time as he returns to the officiating destination. All travel time and court time shall be submitted to the Chief for review and approval. In the event Employee uses his own car for such court appearance, he shall be reimbursed at the rate of twenty cents (\$.20) per mile.

ARTICLE XXV - RATIFICATION

1. The Union acknowledges that the Employees of the bargaining unit

upon the recommendation made by the officers of the Union ratified this Agreement on \_\_\_\_\_, 1987.

ARTICLE XXVI - SAVINGS CLAUSE

1. If any article or section of this Agreement or any appendix or supplements hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXVII - COMPLIANCE WITH THE LAW

1. It is agreed in the event there shall be enacted any applicable Federal or State legislation or regulation by an administrative body now in existence or hereafter created, such legislation or regulation which is at variance with the terms of this Agreement, then such legislation or regulation shall to that extent be deemed to modify the provisions of this Agreement.

ARTICLE XXVIII - CLOTHING ALLOWANCE

1. Every full time Employee shall be entitled to a clothing allowance of Three Hundred and 00/100 (\$300.00) Dollars per year to be submitted to the Township on vouchers accompanied by purchase invoice. The Township shall furnish to each Officer one hat badge, two breast badges and eight sets of uniform patches which shall not be a part of the Officer's clothing allowance. Officers may, at their discretion, purchase hardware items such as handcuffs, (service revolvers not allowed to be purchased from clothing allowance) from the clothing allowance but not to the detriment of the appearance of the Officer for duty in proper uniform. Any items purchased which cost would exceed the total allowance shall be paid for by the Officer to the extent of the amount by which the total allowance is exceeded.

2. All full time Employees shall be entitled to up to Two Hundred Fifty and 00/100 (\$250.00) Dollars clothing allowance for cleaning per fiscal year; payment will be made quarterly upon presentation of suitable documentation as to proof of payment.

DOOTH, PATTERSON, LEE,  
ARLSTROM & STECKLING  
ATTORNEYS AT LAW  
990 WEST HURON STREET  
PONTIAC, MICHIGAN 48053

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3. An officer incurring the loss of, or damage to, his or her personal property, such as eyeglasses or watches while in the performance of duty, shall be reimbursed for the replacement or repair of such property, in an amount up to, but not exceeding One Hundred and 00/100 (\$100.00) Dollars. Radios, cameras, briefcases, and other items not worn on person are not included.

4. An Employee who is negligent or careless, incurring the loss of, or damage to, Township property in his or her possession, shall be obligated for the full repair or replacement of such Township property.

#### ARTICLE XXIX - DURATION

1. This Agreement shall remain in full force and effect from April 1, 1987 to midnight, December 31, 1988. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party, in the manner set forth in the following paragraph.

2. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

3. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the Township.

#### ARTICLE XXX - LONGEVITY

See Schedule "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the day

DOOTH, PATTERSON, LEE,  
ARLSTROM & STECKLING  
ATTORNEYS AT LAW  
290 WEST HURON STREET  
ONTIAC, MICHIGAN 48053

(313) 681-1200

and date first above written.

WITNESSED BY:

Shirley J. Wilkerson

Shirley J. Wilkerson

WHITE LAKE TOWNSHIP

By James L. Reid  
James L. Reid, Supervisor

By Bonnie L. Elliott  
Bonnie Elliott, Clerk

FRATERNAL ORDER OF POLICE STATE LABOR  
COUNCIL

By Michael P. Somers

ROTH, PATTERSON, LEE,  
ERLSTROM & STECKLING  
ATTORNEYS AT LAW  
390 WEST HURON STREET  
ONTIAC, MICHIGAN 48053

(313) 681-1200

SCHEDULE "A"

SERGEANT

ANNUAL SALARY

(Effective April 1, 1987 to March 31, 1988)

<u>Base Pay</u>	<u>Rank (6%)</u>	<u>Total</u>
\$27,475.00	\$1,649.00	\$29,124.00

ANNUAL SALARY

(Effective April 1, 1988 to December 31, 1988)

<u>Base Pay</u>	<u>Rank (6%)</u>	<u>Total</u>
\$28,849.00	\$1,731.00	\$30,580.00

LIEUTENANT

ANNUAL SALARY

(Effective April 1, 1987 to March 31, 1988)

<u>Base Pay</u>	<u>Rank</u>	<u>Total</u>
\$29,124.00	\$1,000.00	\$30,124.00

ANNUAL SALARY

(Effective April 1, 1988 to December 31, 1988)

<u>Base Pay</u>	<u>Rank</u>	<u>Total</u>
\$30,580.00	\$1,000.00	\$31,580.00

LONGEVITY

(4/1/87 to 3/31/88)

5 years .....	\$ 250.00
10 years .....	\$ 500.00
15 years .....	\$ 750.00
20 years .....	\$1,000.00
25 years .....	\$1,250.00
30 years .....	\$1,500.00

(4/1/88 to 12/31/88)

5 years .....	\$ 275.00
10 years .....	\$ 525.00
15 years .....	\$ 775.00
20 years .....	\$1,025.00
25 years .....	\$1,275.00
30 years .....	\$1,525.00

NOTE: TIME PERIODS REFERRED TO INCLUDE TOTAL LENGTH OF "FULL TIME" SERVICE IN THE DEPARTMENT AND REQUIRE THE COMPLETION OF SUCH PERIOD AND COMMENCEMENT OF THE NEXT PERIOD.

ROTH, PATTERSON, LEE,  
ERLSTROM & STECKLING  
ATTORNEYS AT LAW  
90 WEST HURON STREET  
MONTIAC, MICHIGAN 48053

(313) 681-1200

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED by and between the Township of White Lake, hereinafter referred to as the "Township", and The Fraternal Order of Police State Labor Council, hereinafter referred to as the "Union", that upon the retirement of Kenneth Peppiatt, the Township shall pay to Kenneth Peppiatt at the time of his retirement, one-half (1/2) of the amount of time in his sick leave bank and/or comp time in lieu of payment by providing for an effective date of retirement, but allowing Kenneth Peppiatt to be absent from work prior to the actual retirement date to utilize one-half (1/2) of his sick leave bank.

IT IS FURTHER AGREED between the Township and the Union that this Agreement applies to Kenneth Peppiatt only.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement the 1st day of December, 1987.

WITNESSED BY:

WHITE LAKE TOWNSHIP

Shirley J. Wilfong

BY James L. Reid  
James L. Reid, Supervisor

Shirley J. Wilfong

BY Bonnie L. Elliott  
Bonnie Elliott, Clerk

THE FRATERNAL ORDER OF POLICE  
STATE LABOR COUNCIL

BY Michael P. Somers