

12/31/95

2905

COLLECTIVE BARGAINING AGREEMENT  
Between  
BATH CHARER TOWNSHIP  
and  
POLICE OFFICERS LABOR COUNCIL  
1994-1995

*Bath Township*

TABLE OF CONTENTS

	Page
AGREEMENT .....	1
PREAMBLE .....	1
ARTICLE I RECOGNITION.....	1
ARTICLE II UNION RIGHTS.....	2
ARTICLE III MANAGEMENT RIGHTS.....	2
ARTICLE IV EXTRA CONTRACT AGREEMENTS.....	3
ARTICLE V UNION SECURITY.....	3
ARTICLE VI SUBCONTRACTING.....	5
ARTICLE VII UNION STEWARDS.....	5
ARTICLE VIII SPECIAL CONFERENCES.....	6
ARTICLE IX GRIEVANCE PROCEDURE.....	7
ARTICLE X HOURS OF WORK.....	11
ARTICLE XI WAGES.....	11
ARTICLE XII VACATIONS.....	12
ARTICLE XIII HOLIDAYS.....	13
ARTICLE XIV SENIORITY.....	14
ARTICLE XV LAY-OFF AND RECALL.....	16
ARTICLE XVI SICK LEAVE.....	17
ARTICLE XVII FUNERAL LEAVE.....	19
ARTICLE XVIII WORKER'S COMPENSATION.....	19
ARTICLE XIX INSURANCE.....	19
ARTICLE XX STRIKES AND SLOWDOWNS.....	20
ARTICLE XXI PART-TIME AND CASUAL EMPLOYEES.....	21
ARTICLE XXII OUTSIDE EMPLOYMENT.....	21
ARTICLE XXIII GENERAL PROVISIONS.....	21
ARTICLE XXIV DURATION, TERMINATION AND MODIFICATION OF AGREEMENT.....	25
APPENDIX "A" .....	28
APPENDIX "B" .....	29

## AGREEMENT

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Bath Charter Township municipal body corporate of the State of Michigan hereinafter referred to as the "Employer" and the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as the "Union."

### PREAMBLE

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

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

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

### ARTICLE I - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer

does hereby recognize the Union as the sole, exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours or employment and other conditions of employment during the terms of this Agreement for those employees of the Employer in a bargaining unit consisting of all full time police employees of the Bath Charter Township, EXCLUDING Chief of Police, Assistant Chief of Police, clerical employees, corporal and sergeant.

#### ARTICLE II - UNION RIGHTS

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

#### ARTICLE III - MANAGEMENT RIGHTS

Except as limited by express provisions in this Agreement, the Employer shall suffer no restrictions in management functions, including, but not limited to, the direction of employees, the full and exclusive right to hire, promote, demote, transfer, lay-off, discharge, suspend or discipline employees; to promulgate and require compliance with reasonable rules and regulations governing the conduct of employees; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency of operations; to determine the

hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force and to control and supervise all equipment.

#### ARTICLE IV - EXTRA CONTRACT AGREEMENTS

##### Section 1

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement, or any agreement which in any way conflicts with the terms or provisions of this Agreement; or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

#### ARTICLE V - UNION SECURITY

##### Section 1

The "representation fee," as used herein, is that amount of money which is determined by the Union from time to time, and which is uniformly levied on all bargaining unit employees.

##### Section 2

Employees, covered by this Agreement at the time it becomes effective and who are members of the Union at that time, shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee.

##### Section 3

Employees, covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required, as a condition of continued employment, to become members of the Union

or to pay a representation fee to the Union commencing thirty (30) days after this Agreement becomes effective or is signed, whichever is the later date.

Section 4

Employees shall be deemed to be in compliance with this Article if they are not more than thirty (30) days in arrears for membership dues or representation fees.

Section 5

The Union shall indemnify and hold the Employer harmless from any and all claims, demands, suits, actual attorney costs or any other action arising from complying with any requests for termination under the Article.

Section 6

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of the employee all dues and/or initiation fees, provided, however, that the Union presents to the Employer authorization, signed by such employees, allowing such deductions and payments to the Union. This may be done through the Steward of the Union.

- a. Amount of the initiation fee and dues will be certified to the Employer by the Secretary/Treasurer of the Union.
- b. Service fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

- c. Employer shall be held harmless and shall not be liable to the Union or the employees for monies deducted in accordance with the certificate referred to in (b) above or for monies once remitted to the Union by first class mail, postage prepaid.

#### ARTICLE VI - SUBCONTRACTING

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

#### ARTICLE VII - UNION STEWARDS

##### Section 1

Union employees shall be represented by one Steward or Alternate Steward. During the periods of absence of a Steward, the Alternate Steward shall represent the employees.

##### Section 2

The authority of the Steward or Alternate, is limited to the investigation and presentation of grievances and request for special conferences during the working hours, without loss of time or pay, upon having received permission from the Chief or Assistant Chief or immediate Supervisor, in their absence, to do so. The Chief shall grant permission within a reasonable time, after the first hour of the shift, for such Steward to leave his

work for these purposes subject to overriding work consideration.

Section 3

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

ARTICLE VIII - SPECIAL CONFERENCES

Section 1

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

Section 2

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

Section 3

Special conferences shall be scheduled within ten (10) days after



the request is made, provided that the matter of bargaining unit employees present at such meeting shall be limited by the Chief based upon the need for services to be performed for the public.

## ARTICLE IX - GRIEVANCE PROCEDURE

### Section 1

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

### Section 2

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

### Section 3

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

STEP 1: Within five (5) days of the incident or knowledge of incident, the aggrieved employee and/or the Steward shall confer with the Chief. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce the grievance to writing on the Grievance provided by the Union, within five (5) regular working days of this conference and to deliver this to the Chief of Police or in his absence, the Deputy Chief.

STEP 2: After receipt of the written grievance, the Chief

shall return to the aggrieved, a written answer within five (5) working days.

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

STEP 4: After receipt of the grievance and response of the Chief, the Township Superintendent or designated Township official, may request a conference with the aggrieved, Steward and/or Union Representative within fourteen (14) working days of the receipt of the grievance. If no conference is requested, the Township Superintendent or designated Township official must submit a written response to the aggrieved within fourteen (14) working days after receipt of the grievance. If a conference is held and a settlement is reached a settlement agreement will be prepared and signed by both parties; or if no settlement has been reached, the Superintendent or designated trustee will submit a written response to the aggrieved within fourteen (14) working days of the conference.

STEP 5: If the grievance has not been settled in the last Step, the parties, or either party, may submit such grievance to arbitration, provided such

submission is made within fifteen (15) working days after receipt of the last Step answer. Once the grievance is submitted for arbitration, each party shall appoint a representative as their member of a three (3) person panel who shall hear the grievance. The parties shall notify each other, in writing, of their panel member. The parties' representative shall then mutually select the neutral member of the panel who shall act as Chairperson. This selection shall be made from list(s) supplied by the Federal Mediation and Conciliation Services. A maximum of three (3) lists may be used. The representatives shall either select the chairperson or reject the list within five (5) days of receipt of the list. The party submitting the grievance to arbitration shall be responsible for making the initial request from the Federal mediation and Conciliation Services and the representative who rejects any list shall be responsible for requesting another list. The hearing itself shall be governed by the rules and regulations of the Federal Mediation and Conciliation Services. The arbitration panel shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. The arbitration

panel's decision shall be final and binding on both parties. The costs of the chairperson shall be borne equally by the parties, however, each party shall be responsible for the expenses of their representatives or their witness(es).

In cases involving suspension or discharge, the grievance procedure shall start with STEP 3 of the Grievance Procedure.

#### Section 4

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

#### Section 5

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

If at any Step of the Grievance Procedure that the Employer fails to answer a grievance in a timely fashion, the aggrieved may appeal to the next Step.

#### Section 6

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

Section 7

For the purposes of this Article, reference to "days" or "working days" shall mean Monday through Friday, and exclusive of holidays.

ARTICLE X - HOURS OFF WORK

Section 1

The normal work day shall consist of not less than eight (8) nor more than twelve (12) consecutive hours of work, including a one-half (1/2) hour paid meal period.

Section 2

The normal work week shall not contain more than three (3) consecutive twelve (12) hour work days without a day of rest. The normal pay period shall consist of two (2) weeks work totalling eighty (80) hours in combination as outlined in Section One (1) of this article.

Section 3

Employees may be required by Employer to work overtime. However, employees shall not be compensated for overtime hours for the purpose of completing paper work, unless they receive prior approval of the Chief or, if the Chief is not available, their immediate Supervisor.

ARTICLE XI - WAGES

SEE SCHEDULE "A"

Employees shall be paid time and one-half (1-1/2) for all hours worked in excess of eighty (80) hours in a scheduled two week pay period. Paid benefit days shall be considered as time worked,

for the purposes of computing said eighty (80) hours.

In the event that an employee is requested to report for duty to sign a complaint or report for court or administrative hearings, he/she will receive a minimum of two (2) hours call-in pay at time and one-half (1-1/2), provided the employee is off duty or on leave day.

The Employer shall not change the schedule of an employee to avoid the payment of overtime, excluding the relief shift employee, defined as an employee working two (2) or more shifts per week.

#### ARTICLE XII - VACATIONS

##### Section 1

Employees shall be entitled to vacation with pay in accordance with the following schedule:

1 to 5 Years	80 Hours
5 to 20 Years	120 Hours
20 Years and Over	160 Hours

##### Section 2

Employees shall be eligible for vacation upon completion of probationary period.

##### Section 3

Vacation pay shall be based upon the employee's annual salary of the first day of his vacation.

##### Section 4

Vacations will be scheduled by the Employer. Seniority and

expressed preferences will be considered in scheduling.

Employees shall submit to the Chief of Police on or before March 15 of each year their preferences for vacation during the calendar year. Preferences submitted after that date shall be considered in chronological order, but after all those submitted before that date. It is expressly understood that no more than one bargaining unit member shall be off for purposes of vacation or the taking of a personal leave day without the approval of the Chief.

Section 5

Vacation periods shall be accumulated and may be carried over from year to year. Forty (40) hours may be carried from one year to another. And, with permission, at the sole discretion of the Chief of Police, an additional forty (40) hours of vacation may be carried.

Section 6

Upon termination, for reasons other than termination for just cause, employees shall be entitled to be paid for all unused vacation entitlement, as well as that vacation entitlement accrued on a pro-rata basis.

ARTICLE XIII - HOLIDAYS

Section 1

The following days shall be designated and observed as holidays:

President's Day

Memorial Day - Fourth Monday/May

Independence Day - July 4th

Labor Day - First Monday/September

Thanksgiving Day - Third Thursday/November

Day After Thanksgiving Day

Day Before Christmas

Christmas Day

New Year's Eve Day

New Year's Day

Veteran's Day

Good Friday

#### Section 2

If an employee is scheduled to work, and does work, on one of the designated holidays, he/she shall receive in addition to his/her regular hourly rate, one and one-half (1-1/2) times the hourly rate for all time worked.

#### Section 3

Scheduling of work days shall be reasonably calculated to equalize holiday work opportunities for individual employees.

#### Section 4

Holiday Eligibility - Employees eligible for holiday pay are subject to the following conditions and qualifications:

- a. The employee must work his/her hours on his/her last regularly scheduled day before and his/her first regular scheduled day after the holiday, unless otherwise excused.
- b. An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to



holiday pay for that day.

#### ARTICLE XIV - SENIORITY

##### Section 1

Seniority shall be defined as the length of continuous full time service with the Bath Township Police Department.

Employees entering a specific classification in the Bath Charter Township Police Department from other divisions or classifications shall use their total Township seniority for retirement and vacations only.

##### Section 2

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

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

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

##### Section 3

New employees having prior law enforcement experience may be given seniority for pay purposes only, which in the judgment of the Police Chief, properly reflects said employee's value to Bath Charter Township. After such initial seniority has been determined, the employee's future wage changes shall be in accordance with this Agreement. Such employees shall be subject

to Section 2, the same as new employees having no prior experience.

#### Section 4

Employer shall post, in a conspicuous spot at the Police Station, an up-to-date list of employees in the bargaining unit in order of their most recent date of hire.

#### Section 5

An employee shall lose seniority for the following reasons:

- a. He quits or is discharged.
- b. He has been on lay-off for a period of time equal to his seniority, or eighteen (18) months, whichever is shorter.
- c. He is absent from work, including failure to return to work following a leave of absence, vacation or disciplinary lay-off, for three (3) consecutive working days, without notifying the Employer within three (3) days.

#### Section 6

When an employee, because of discharge, is reinstated through the Grievance Procedure, all lost seniority will be returned.

### ARTICLE XV - LAY-OFF AND RECALL

#### Section 1

The word "lay-off" means a reduction in the work force due to the lack of work, financial situations, or other justifiable reasons.

#### Section 2

In the event of a lay-off, probationary employees shall first be

laid-off. As to the lay-off of other employees, seniority shall be of prime concern. The last employee hired will be the first to be laid-off, and the last employee laid-off will be the first employee recalled from lay-off. The determination of order of lay-off and recall shall not be arbitrary and capricious.

### Section 3

In the event of a lay-off, employees shall be given reasonable notice of lay-off. An employee on lay-off shall be given fourteen (14) 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, by certified mail, to the address last provided the Employer by the employee. Employer shall have no responsibility for the failure to notify any employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

## ARTICLE XVI - SICK LEAVE

### Section 1

Sick leave shall be accumulated at the rate of eight (8) hours for each calendar month worked. After accumulation of two hundred (200) hours, additional accumulations may be exchanged for vacation hours at the rate of two (2) hours sick per one (1) hour vacation. Such exchange must be requested between January 1 and January 15 and the vacation time used per Article XII, Section 5 of this agreement during the year of exchange.

### Section 2

Sick leave shall be used for personal illness, medical reasons,

or disability due to off-the-job injury. After two (2) scheduled work shifts (eight (8) to (12) hours in duration each) absence due to such illness or injury, upon Employer's request, an employee on sick leave shall provide the Employer with an authorization for the release to Employer of medical information regarding the employee or a statement from a doctor verifying illness/injury. Further, Employer may, at its expense, require an employee on sick leave to undergo examinations and tests by medical personnel of its choice.

#### Section 3

Employees shall notify the Department of illness/injury no later than two (2) hours prior to the employee's shift. Failure to report may result in loss of pay for the shift.

#### Section 4

An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment, shall be charged only for that time missed.

#### Section 5

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

#### Section 6

If, in the judgment of the Officer in Charge, an employee on the job is ill to the extent that such illness interferes with the satisfactory performance of his duties, said employee may be

directed to take sick leave. Disputes arising under this Section shall be subject to the Grievance Procedure. In the event the matter is arbitrated, with a decision against Employer, Employer shall reinstate the sick leave used and shall pay the reasonable expense of the medical examination, if any, incurred by the employee in establishing his ability to satisfactorily perform his duties, to the extent not covered by health insurance.

#### Section 7

An employee may use up to twenty four (24) hours of accumulated sick leave per year for purposes other than his own illness. In case of the death of an employee, the Township will pay one-half (1/2) of the accumulated sick leave time or total of 480 hours, whichever is less, to the designated beneficiary, or in the absence of such designation to the employee's estate.

### ARTICLE XVII - FUNERAL LEAVE

#### Section 1

Provided the employee attends the funeral, employees will be granted, without loss of pay, up to twenty-four (24) hours for leave because of death in the immediate family. "Immediate family" is defined as spouse, parents, parents of current spouse, children, brothers, sisters, grandfather, grandmother, grandfather-in-law, grandmother-in-law and grandchildren.

### ARTICLE XVIII - WORKER'S COMPENSATION

Employer will provide as required by the Michigan Worker's Compensation Act, a means of providing benefits as set forth in that Act.

ARTICLE XIX - INSURANCE

Section 1 - Health insurance

Employer shall maintain health insurance with Riders: Master Medical, and Drug Rider with Co-Pay Plan.

Section 2 - Life Insurance

Employer shall maintain life insurance for its employees to the extent of twenty-five thousand (\$25,000.0) dollars with additional accidental death rider of a like amount.

Section 3 - Dental Reimbursement

Upon receiving from an employee a paid receipt for dental work completed for any member of the employee's family the Employer shall reimburse the employee at the following rate in the annual aggregate:

1994 - Not to exceed \$400.00 plus remaining balance from 1993

1995 - Not to exceed \$400.00 plus remaining balance from 1992 and 1993

To be paid July 1st and December 30th at the least. If Employer institutes an employer paid dental plan covering employees this reimbursement provision will be considered removed as long as the dental plan is in place.

ARTICLE XX - STRIKES AND SLOWDOWNS

Section 1

Understanding that the proper method of settling grievances is as set forth in this Agreement, and that strikes or other refusal to provide full and complete services to the public is not in the best interests of the public or the Bath Charter Township, it is

agreed that there shall at no time be strikes, slowdowns, tie-up of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, nor shall there be any substantial changes in law enforcement practices for said purposes, either individually or collectively.

Section 2

The Union, its officers, employees or agents shall not promote, encourage or advocate a violation of Section 1 of this Article.

ARTICLE XXI - PART-TIME AND CASUAL EMPLOYEES

Section 1 - Definition

Employees hired expressly on a part-time basis, whether regular or occasional, shall be "part-time employees" for the purposes of this Agreement.

Section 2 - Coverage

Part-time employees shall not be covered by or subject to this Agreement.

ARTICLE XXII - OUTSIDE EMPLOYMENT

Employees shall not, without prior consent from the Chief of Police, engage in any other employment.

ARTICLE XXIII - GENERAL PROVISIONS

Section 1 - Favored Nations Clause

The Employer agrees that any benefit received by any other Township employee during the term of this Agreement shall also apply to members of this bargaining unit.

Section 2 - Accidents While on Duty

Employee shall report immediately the occurrence of any accident

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

Section 3 - Transportation

Where an employee is directed by the Employer to use his own transportation, he shall be reimbursed at the rate paid per Township policy, to be paid only when Township vehicle is not available.

Section 4 - False Arrest Insurance

Employer shall maintain the presently in force insurance protection against false arrest with limits of \$500,000.

Section 5 - Furnishing of Equipment

Employer shall furnish and replace as needed, all required equipment necessary for the performance of his duty, in the amount not in excess of \$100.00 per item.

EXCEPTION: Watches--a maximum of \$25.00.

Section 6 - Education

- a. Employer will provide tuition, reasonable expenses, required textbooks and transportation for required schooling. In the event the employee is required to provide his/her own transportation for schooling, he/she shall be reimbursed at the rate paid per Township policy.
- b. Each employee within the bargaining unit who has received an Associate Degree from an accredited



college or junior college shall receive an annual education bonus in the amount of one hundred (\$100.00) dollars; employees having received a Bachelor's Degree from an accredited college or university shall receive an annual educational bonus in the amount of two hundred (\$200.00) dollars; employees having received a Master's Degree from an accredited college or university shall receive an annual educational bonus in the amount of three hundred (\$300.00) dollars.

Section 7 - Service Records

Access to personnel records shall be covered by Act 397, P.A. 1978, as amended.

Section 8 - Visits of Union Representatives

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

Section 9 - Reorganization of Police Department

Employer reserves the right to unilaterally reorganize the Police Department. In the event such reorganization results in changes in job classification, the Employer agrees to negotiate wage rates and conditions of employment with the Union. In the event

agreement is not reached, wages and conditions of employment shall be subject to Grievance Procedure.

Section 10 - Uniforms

Employer shall furnish the uniform equipment as outlined in Appendix "B". In lieu of cleaning allowance, the Employer shall provide dry cleaning at no expense to employee upon a schedule to be arranged. Uniforms and other equipment will be replaced at the discretion of the Employer upon receipt of old uniforms and/or equipment which has been worn out or damaged.

Section 11 - Rest Periods

Employees shall be granted a minimum rest period of ten (10) hours before having to report back to duty, except in cases of emergency.

Section 12 - Ammunition

Duty ammunition will be factory loads furnished by the Employer and replaced as needed.

If the employee wishes to practice, the time to do so will not be charged to the Employer.

Section 13 - Pension

The Employer agrees to maintain the present Pension system at the signing of this Agreement. Those enrolled in the pension prior to January 1, 1991 will be vested 100% in the plan. Those employed on or after January 1, 1991 will be vested according to the vesting schedule in place at the time, but in no event any stricter than the following: 0-2 years service = 0%; 2 years = 50%; 3 years = 75%; 4 years = 100%.

Service 14 - Equipment Maintenance Reporting

Any complaint about, or report of equipment which the employee observes or believes to be defective, or in need of repair, shall be made in writing with one (1) copy to be submitted to the Chief, one (1) copy to the Superintendent and one (1) copy to be retained by said employee. It is expressly understood that no such report or observation shall be cause for discontinuance of use of such equipment by the employee without the permission of the Police Chief.

Section 15 - Insurance

The Employer reserves the right to substitute insurance carriers and coverage provided that substantially comparable benefits are maintained. Prior to any change(s), the Employer agrees to meet with the Union to review the benefits being provided. The Union reserves the right to grieve whether or not the new benefits are comparable with the old benefits.

ARTICLE XXIV - DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1

This Agreement shall be effective as of January 1, 1994 and shall continue in full force and effect until midnight, December 31, 1995. A reopening of negotiations (limited to wages) may be made once during the term of the agreement and may be initiated by either party.

Section 2

If either party desires to terminate this Agreement, it shall,

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

### Section 3

If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment, in which even the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

### Section 4

Notice of termination shall be in writing and shall be sufficient

if sent by certified mail addressed to the Police Officers Labor Council, 667 East Big Beaver, Suite 205, Troy, MI 48083; and, if to the Employer, addressed to the Chief of Police, Bath Charter Township, P.O. Box 247, Bath, Michigan 48808, or to any other such address the Union or the Employer may make available to each other.

BATH CHARTER TOWNSHIP

POLICE OFFICERS LABOR COUNCIL

Charles G. Lutzki

Fred LaMare

APPENDIX "A" \*\*

Base wages shall be in effect as follows:

<u>Length of service</u>	<u>1994 and 1995</u>	
	<u>January 1</u>	<u>July 1</u>
Start	20,523.91	21,037.01
After 1 year	24,139.28	24,742.76
After 2 years	25,070.39	25,697.15
After 3 years	26,560.43	27,224.44
After 4 years	28,272.69	28,979.50

## APPENDIX "B"

The following uniform items shall be issued to full time employees:

Pants	Three (3) pair
Shirts	Three (3) summer short sleeve; three (3) winter long sleeve
Ties	Three (3)
Leather	One (1) "Sam Browne" belt; one (1) holster; one (1) bullet pouch; one (1) handcuff case; four (4) leather keepers; one (1) radio carrier
Headgear	One (1) uniform hat; one (1) winter hat
Footwear	One (1) pair oxford shoes; one (1) pair survivor-type winter boots (these shall be purchased in alternate years);
Gloves	One (1) pair black leather
Raingear	One (1) approved color raincoat; one (1) rain cap protector
Coats	One (1) approved summer weight windbreaker; one (1) approved winter weight jacket
Brass	One (1) name tag; one (1) set collar insignia; one (1) whistle and chain
*Miscellaneous Body Armor	One (1) night stick; one (1) flashlight; two (2) badges

\*Employer will reimburse employee for body armor (American Body Armor threat level 3A) in the following manner: 1/3 of purchase price at time of purchase; 1/3 after 1 year; remaining 1/3 after 2 years. Subsequent repair or replacement will be at employer's discretion and expense.

In-stock items shall be furnished in lieu of new purchased uniforms when available, in proper size, with the exception of

shoes and boots, which shall be new. Uniforms shall be fitted properly by supplier. Special tailoring shall be paid for by the requesting officer.



Charles A. Gutzki  
Supervisor  
Kathleen McQueen  
Clerk  
Tom King  
Treasurer  
Shane Bolley  
Superintendent

# BATH CHARTER TOWNSHIP

14480 Webster Road  
P.O. Box 247  
Bath, Michigan 48808  
Phone: (517) 641-6728  
Fax No.: (517) 641-4170

Daniel A. Carleton  
Trustee  
Bob Garner  
Trustee  
Robert L. Leiby  
Trustee  
Paul N. Shaheen  
Trustee

## LETTER OF UNDERSTANDING

This agreement is entered into this 5<sup>th</sup> day of May 1994, between Bath Charter Township and the Police Officers Labor Council, hereinafter referred to as Employer and Union, respectively.

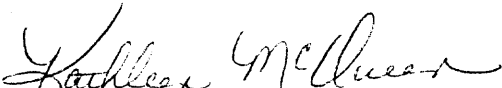
Per the Collective Bargaining Agreement 1994 - 1995 the Union and Employer agreed to reopen negotiations, limited to a discussion of wages. The Employer and Union understand and agree that the wage scale in Appendix A of the Collective Bargaining Agreement 1994 - 1995 is increased by four percent (4%) for 1994 (retroactive to January 1994) and will increase in 1995 by the same CPI percentage as is awarded to the Township by the State of Michigan for property tax purposes.

Bath Charter Township

Police Officers Labor Council

  
Charles Gutzki, Supervisor

  
Howard Wooldridge, Steward

  
Kathleen McQueen, Clerk

