

3/31/94

AGREEMENT
BETWEEN
TOWNSHIP OF COLOMA
AND
LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
COLOMA TOWNSHIP POLICE OFFICERS ASSOCIATION

Coloma Township

April 1, 1991
thru
March 31, 1994

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19___, effective _____, at Coloma Township, Michigan by and between the Township of Coloma Police Department, herein after referred to as the "Employer," Coloma Township Police Officers, affiliated with the Labor Council Michigan Fraternal Order of Police, hereinafter referred to as the "Labor Council/Union."

PURPOSE AND INTENT

It is the purpose and intent of the parties hereto that this Agreement shall set forth rates of pay, hours and conditions of employment to be observed by the parties hereto and the employees represented by the Labor Council.

It is recognized by both parties that they have a mutual interest and obligation to maintain friendly cooperation between the Employer and the Labor Council which will permit safe, economical and efficient operation of the Coloma Township Police Department, herein called the "Department."

RECOGNITION

Section 1.1 Collective Bargaining Unit The Employer recognizes the Labor Council as the exclusive representative of all employees in the following unit described for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment: All full time employees of the Coloma Township Police Department of Berrien County, BUT EXCLUDING the Chief of Police, Sergeant and Clerk/Secretary.

REPRESENTATION

Section 2.1 Collective Bargaining Committee The Employer agrees to recognize a bargaining committee composed of one employee, including the Chairman, for the purpose of administering this Agreement in accordance with the grievance procedure as established herein and for the purpose of contract negotiations or other

meetings between the Labor Council and the Employer. The Labor Council may also have non-employee representatives present at meetings held between the Labor Council and the Employer.

Section 2.2 Access An accredited representative(s) of the Labor Council Michigan Fraternal Order of Police will be granted admission to the Department during regular working hours for the purpose of investigation or adjusting grievances, provided notice is given in advance to the Chief of Police. In no event shall any such representative interfere with the normal operations of the Department.

Section 3.1 Union Membership

A. Agency Shop

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.

- B. 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 pay a representation fee commencing thirty (30) days after this Agreement becomes effective.
- C. 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.
- D. Employees shall be deemed to be in compliance with this Section if they are not more than thirty (30) days in arrears for membership dues or representation fees.
- E. The Labor Council agrees to indemnify and hold the Employer harmless concerning any and all claims made against it concerning the deduction of dues or representation fees.

Section 4.1 Dues Checkoff The Township agrees to deduct from the salary of each individual employee in the bargaining unit the Union's agency fees subject to all of the following conditions:

- (a) The Union shall obtain from each represented employee a completed checkoff authorization form which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof.
- (b) All checkoff authorization forms shall be filed with the Township Clerk who may return any incomplete or incorrectly completed form to the Union's treasurer and no checkoff shall be made until such deficiency is corrected.
- (c) The following checkoff authorization shall be personally signed by the employee who is represented by the Union:

**LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE
DUES CHECKOFF CARD**
6735 Telegraph Rd., Suite 395, Birmingham, MI 48010

I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$21.00 per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

(Print) Last Name	First Name	Middle Initial	
Address	City	State	Zip
Social Security Number	SIGNATURE	Date	

11/85

Section 5.1 Rights It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Coloma Township Police Chief and the Coloma Township Board of Trustees. These rights include, but are not limited to, those provided by statues or law along with the right to direct, hire, promote, transfer, and assign employees; to investigate, suspend, demote, discharge for just cause or to take other disciplinary action that is necessary to maintain the efficient administration of the Department, to increase or decrease the working force; to close or discontinue any or all operations; to determine the work to be performed, the equipment and facilities to be used; to establish and/or change classification of work and the methods, means and procedures for performing the work; to subcontract work; to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions; to schedule hours and shifts of work, including overtime. It is expressly understood that the Coloma Township Chief of Police and the Coloma Township Board of Trustees, herein referred to as the Employer, hereby retain and reserve all of their inherent and customary rights. The Employer agrees that it will not exercise these rights in violation of any specific provision of this Agreement.

GRIEVANCE PROCEDURE

Section 6.1 Definition A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms or provisions of this Agreement.

Section 6.2 Grievance Procedure Employees shall discuss any complaint with their immediate supervisor, before attempting to implement the Grievance Procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

STEP 1 In order to be processed hereunder, an employee who believes he has a grievance shall, within three (3) days after the occurrence of the event upon which the grievance is based or if within such three (3) day period the grievant had no knowledge of the event upon which the grievance is based, then within three (3) days after conditions were such that

the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, submit the grievance in writing to his Sergeant. The grievance shall state the facts upon which it is based, when it occurred, the Section of the Agreement that has been violated and shall be signed by the employee who is filing the grievance and his steward. The Sergeant will give his written answer to the grievance within three (3) days after the date of receipt of the written grievance. Such answer shall be delivered to the steward or his alternate.

STEP 2 When the grievance has not been settled in Step 1, and is to be appealed to Step 2, the Labor Council will notify the Chief of Police in writing of its desire within three (3) days after receipt of the Sergeant's Step 1 answer. The Chief, or his designee, shall meet with the steward within five (5) days of the receipt of said appeal, and within five (5) days of such meeting, the Chief shall give to the steward, or his alternate, written answer to the grievance.

STEP 3 If the grievance has not been settled in Step 2 and is to be appealed to Step 3, the Labor Council shall notify the Employer, in writing, within five (5) days after receipt of the Chief's Step 2 answer. If such written request is made, the Employer or its designee(s) shall meet with the Union Committee within ten (10) days for the purpose of considering the grievance. Such meeting may be attended by a representative from the Labor Council Michigan Fraternal Order of Police. The Employer or its designated representative shall give a written answer to the grievance to the steward or his alternative within five (5) days after the date of the meeting.

STEP 4 If the grievance has not been settled in Step 3, the parties, or either party, may submit such grievance to an arbitration panel, provided such submission is made within thirty (30) calendar days after delivery by the Employer to the steward or his alternate, of the Step 3 answer. The arbitration panel shall be made up of three (3) persons, one chosen by each of the parties and the third chosen by the first two. Each party must choose their member of the panel within ten (10) calendar days after submission of the grievance to

arbitration and the first two members of the panel must choose the third member within thirty (30) days; and if no agreement is reached on a choice for the third member then the services of the American Arbitration Association shall be used in making a selection. Such panel shall decide on the basis of majority vote and such decision shall be final and binding upon the parties. Elected officials and full and part time employees of Coloma Township are specifically excluded from membership on such arbitration panel. The arbitration panel shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Each party shall pay one half (1/2) of the costs of arbitration, except that each party shall pay the expenses of its own witnesses.

Section 6.3 Time Limits Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered settled on the basis of the Employer's last answer. If the Employer fails to timely answer a grievance, it shall automatically advance to the next Step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purpose of the Article, "days" shall mean all working days excluding Saturdays, Sundays, and days celebrated as holidays under this Agreement unless specifically stated otherwise.

Section 6.4 Step Two and Step Three Meetings Meetings of the Employer and the Labor Council representatives, as provided in Step 2 and Step 3 shall be held, if practical, during non-working hours at a mutually convenient time and place designated by the Employer. In those instances where it is necessary that a meeting be held during a Union representative's duty hours, the representative shall not suffer a loss of pay for time lost from duty while attending such meetings.

Section 6.5 Grievance Discussion It is understood and agreed that the steward and the aggrieved employee shall discuss and prepare grievance during non-working hours. However, the steward and the aggrieved employee shall not suffer a loss of pay for the time necessarily lost from work for the purpose of discussion of a potential grievance with the supervisor.

Section 6.6 Grievance Investigation Grievance investigation, to the extent possible shall be conducted during non-working hours. In those instances where this is not possible, the steward shall request to be excused by his Sergeant for the purpose of such investigation. The steward shall complete his investigation as quickly as possible and in such a manner as to not unnecessarily interfere with the performance of work in the Department.

Section 6.7 Grievance Settlements Settlement of a grievance in any case shall not be made retroactive for a period exceeding three (3) regularly scheduled working days prior to the date the grievance was first presented in writing.

PROHIBITION

Section 7.1 No Strike During the term of this Agreement or any written extension thereof, the Labor Council will not instigate, condone, engage in, or take part in any strike, slowdown, stoppage of work, or any other action which would curtail or impede any of the operations of the Department. The Chief of Police has the right, in his discretion, to discipline and/or discharge employees who violate this provision. If either party elects to pursue any remedies it may have as a result of the breach of this Section, in any Court of competent jurisdiction, the Court, and not an arbitrator shall determine whether or not this Section has been breached.

Section 8.1 Definition of Seniority Seniority shall be defined as the length of the employee's continuous service with the Department dating from the employee's last date of hire. Seniority shall become effective upon the completion of the probationary period. Classification and rank seniority shall be defined as the length of continuous service in the classification or rank commencing on the date of entry into that classification or rank.

Section 8.2 Probationary Period All new employees and employees who have been rehired after loss of seniority in accordance with the terms of this Agreement, shall be considered probationary employees for the first six (6) months after hiring or rehiring, during which period they may be discharged, disciplined, or suspended without regard to the provisions of this Agreement and without recourse to the grievance procedure.

Section 8.3 Promotions

- A. Promotions to the rank of sergeant in the patrol and dispatch sections shall be at the discretion of the Chief of Police and the Coloma Township Police Committee.
- B. Promotions will be granted after a review of the employee's past:
 - 1. Attendance
 - 2. Job Evaluation Forms
 - 3. Physical Condition
 - 4. Academic Training or Advanced Training

Section 8.4 Job Evaluation Forms The Chief of Police and Sergeant shall each fill out and submit a Job Evaluation Form on each employee to the employee's permanent file. Employee evaluations shall be conducted semi-annually. These evaluations will be based upon Satisfactory and Unsatisfactory ratings. Unsatisfactory ratings shall result in the withholding of any pay increases during that evaluation period. Two or more unsatisfactory ratings in a twelve (12) month period will result in dismissal by the Chief of Police.

Section 8.5 Copies of Job Evaluation Form The Employer shall provide all present and future employees of the Department a copy of their Job Evaluation Form.

Section 8.6 Permanent Transfers An employee may be permanently transferred by the Chief of Police from one classification to another if it is reasonably necessary for the needs of the Department or for medical or safety reasons.

Section 8.7 Temporary Transfers The Chief of Police reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular job to another job, and will return the employee to his regular job as promptly as efficient operations will permit. Employees transferred under this Section will be paid their regular rate or the rate of the job to which he is transferred, whichever is higher. This Section shall not apply if the transfer is for less than one full week. Temporary transfers shall be for a period not to exceed one year.

Section 8.8 Loss of Seniority Seniority shall be broken and employment terminated when the employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent for two (2) work days without notifying the Department of the reason for his absence, and without subsequent permission from the Department to be absent, provided however, that permission will not be unreasonably withheld;
4. Accepts other employment while on leave of absence without prior permission.

Section 9.1 Layoffs In the event that a reduction in the work force becomes necessary, the first employees to be reduced from the Department shall be those employees who are on probation, provided however, that the remaining employees have the necessary training and experience to perform the required work. If additional reductions are necessary, it shall be on the basis of seniority in the classifications and ranks affected, provided however, that the senior employees have the necessary training and experience to perform the work required in a lower paid classification or rank by the Chief of Police and shall receive the rate of pay of that rank of classification. The Employer shall give two (2) weeks advance notice of a layoff unless such notice is impractical due to emergency or unusual circumstances.

Section 9.2 Recalls In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work. An employee shall have recall rights to his classification or job for a period of twenty-four (24) consecutive months.

HOURS OF WORK AND OVERTIME

Section 10.1 Work Week The work week shall be forty (40) hours so that an employee will normally have available 2080 hours of work in a year. The Chief of Police shall determine the schedules of work, based on seniority, and such schedules shall be posted in advance. In cases of emergencies and/or manpower shortages the schedule may be adjusted by the Chief of Police.

Section 10.2 Overtime and Court Time

A. Overtime

An employee shall be paid overtime pay for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hour per week. Overtime will be paid at the rate of time and a half (1 1/2) the employee's regular straight time hourly rate.

B. Court Time

An employee required to appear in court or before an administrative agency during off-duty hours shall be paid for all time necessarily spent so doing. The Employer shall pay such employee a sum of (\$40.00) per case, a maximum of two (2) cases, which shall cover the employee's first two (2) hours. Any time beyond (2) hours shall be paid at the rate of time and one-half (1 1/2) the employer's normal rate of pay. If an employee claims time and one-half (1 1/2) pay the maximum he/she shall receive for the first (2) hours shall be forty dollars (\$40.00).

- C. All of the above mentioned pay due to an employee shall be paid the first pay period following that in which it was earned.

LEAVES OF ABSENCE

Section 11.1 Personal Leave An employee with seniority may be granted a leave of absence upon good cause shown at the discretion of the Chief of Police. Such leave shall be in writing and submitted to the Chief of Police sufficiently in advance so that necessary arrangements in the Department can be made. During any leave of absence which exceed thirty (30) days, such absence shall not be used in determining length of the employee's salary step. Vacations, holidays and sick leave and all other fringe benefits shall not accumulate during such leave of absence, however, the leave of absence shall not be considered interruption of continuous service for the purpose of eligibility for benefits after return to work and the employee shall retain any benefits accrued up to the days of the leave of absence.

Section 11.2 Personal Leave Day An employee who has completed one continuous year of employment shall be eligible for one personal leave day per year. Requests for personal leave days shall be made at least one week prior to the day requested as a personal leave day, with the Chief of Police. The Chief of Police will then determine whether that day may be taken off.

Personal leave days shall be deducted from an employee's accumulated sick time. Should an employee use all those sick days and have none available, then a personal leave day will not be granted.

Personal leave days shall not be used in conjunction with any scheduled vacations taken by an employee.

Section 11.3 Paid Sick Leave No sick leave credit shall be granted for the first six (6) months of employment. Thereafter, sick leave shall be allowed at the rate of twelve (12) days per year during the employment period. Employees may accumulate up to one hundred eighty (180) sick days, of which may be taken upon retirement at the end of twenty (20) years of service. These days shall be the accumulation of sick days not used during the employee's twenty (20) years of service. The rate of pay shall be the employee's last yearly rate of pay. Should an employee take an early retirement, quit, or be discharged for just cause, the employee would be eligible for sick time accumulation as scheduled below:

10 Years	Ninety (90) Days
5 Years	Forty-Five (45) Days

Employees shall furnish satisfactory evidence of illness where illness shall exceed two (2) days. The submission of a doctor's certificate or report from the employee's treating physician shall be considered satisfactory evidence for the purpose of this Section. Employees shall be expected to report any absence before the beginning of their normal working day to the Department. Two (2) days of unreported absence may be considered a voluntary termination of employment.

Section 11.4 Worker's Compensation Supplement Employees shall continue to receive all benefits outlined in this Agreement for a period of six (6) months following any duty related disabling injury or illness. After that

six (6) months they may use accrued sick leave to supplement the Worker's Compensation payments.

Section 11.5 Bereavement Leave In case of death in his immediate family, a permanent full-time employee shall be granted a leave of absence to attend the funeral, with pay, of any scheduled work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days. Immediate family is defined as mother, father, sisters, brothers, father-in-law, mother-in-law, husband, wife, children, step-children, grandmother, grandfather, or relative residing in the employee's household, provided however the employee must attend the funeral.

Section 11.6 Military Leave Any employee who, while employed by the Township, enters the armed forces of the United States of America, shall be given credit for such period served, provided he returns to the Township's employment within ninety (90) days of the termination of said employment.

HOLIDAYS

Section 12.1 Holiday For the purpose of this Agreement, the following days shall be recognized as holidays:

New Year's Day	January 1
Washington's Birthday	3rd Monday in February
Easter	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
Employee's Birthday	

Section 12.2 Holiday Eligibility An employee required to work on any of the recognized holidays shall receive in addition to his/her regular hourly rate, time and one half (1 1/2) his/her regular hourly rate for all hours worked, provided:

1. He/she worked his/her regular scheduled number of hours on his/her last regularly scheduled work day immediately preceding the holiday and his/her first regularly scheduled work day after the holiday.
2. He/she did not fail to report for work on the holiday after having been schedule to work.
3. Temporary probationary employees shall receive the above paid holidays after six (6) months of continuous employment, providing they work the last working day prior to the holiday, the holiday when scheduled, and the first regularly scheduled work day after the holiday.
4. Should a recognized holiday fall on an employee's regularly scheduled day off, or during vacation, the rate of pay shall be eight (8) hours of regular hourly rate, provided: He/she worked his/her last regularly scheduled work day preceding his/her days off, or vacation, and his/her first regularly scheduled work day following the days off or vacation.

VACATION

Section 13.1 Vacation Eligibility Eligibility for vacation will be based on years of service as established by the payroll records and seniority list.

Section 13.2 Vacation Benefits After on full year of continuous employment, employees shall be entitled to one week vacation at their regular pay. Employees in continuous employment for a period of two (2) years and less than five (5) years shall be entitled to two (2) weeks vacation at their regular pay. Employees in continuous employment for a period of more than five (5) years and less then ten (10) years shall be entitled to three (3) week vacation at their regular pay. Employees in continuous employment for a period of more than ten (10) years shall be entitled to four (4) weeks vacation at their regular pay. Employees in continuous employment for a period of twenty (20) year or more shall be entitled to five (5) weeks vacation at their regular pay.

Section 13.3 Vacation Scheduling Vacation time off will be scheduled by the Chief of Police upon receiving a request in writing. The Chief of Police shall determine the permissible number of employees who may be absent at one time in the department, and vacations shall be scheduled on the basis of the date the request is received, or if two requests are received on the same date, on the basis of seniority.

Section 13.4 Vacation Pay Upon Termination Accumulated vacation shall be redeemable at the employee's regular rate of pay upon termination with or without cause.

Section 13.5 Holiday During Vacation When a holiday falls within an employee's vacation period, he shall receive pay for such a holiday, but shall not receive additional time off.

Section 13.6 Vacation Accumulation The accrual rate is in accordance with the schedule 13.2; any change in accrual rate is based on the employee's date of hire. Vacation shall be at the employee's rate when he takes his vacation. Vacation may be accumulated up to one week.

WAGES

Effective April 1, 1991, the following wage will be paid:

\$12.82/hour

for Officers: DAVIS, LEWIS, and PRINCE

Effective April 1, 1992

\$13.37/hour

Effective April 1, 1993

\$13.92/hour

INSURANCE AND PENSION

Section 14.1 Hospitalization Insurance The Employer shall maintain and pay the full costs of the premiums for hospitalization and medical insurance for employees and dependents. This insurance shall provide coverage equivalent to that currently provided to the employees of the Coloma Township Police Department, unless the benefit schedule is improved during the life of this Agreement, Whereupon the employees covered by this Agreement shall be given such improved benefits.

Section 14.2 Copies of Medical Coverage The Employer shall provide all present and future employees of the Department a copy of this hospital plan. The hospitalization plan shall include all benefits and limitations contained within said plan.

Section 14.3 Life Insurance The Employer shall assume full cost of the premiums for term life insurance in the amount of fifteen thousand (\$15,000) dollars.

Section 14.4 Pension Plan Employees shall contribute five percent (5%) of their base salary with the Employer contributing five percent (5%). These funds shall be deposited in an I.R.A. at a financial institution of the employee's choosing.

Section 14.5 Dental Reimbursement The Employer will reimburse employees for proven dental expenses, not to exceed six hundred dollars (\$600.00) in any contract year for the employee, his spouse, and dependent children. Employees shall only be allowed to carry over, into the next year, the unused portion for orthodontic reasons. Any other unused amount shall be forfeited for that contract year. Effective April 1, 1992, the maximum reimbursement shall be seven hundred fifty dollars (\$750.00). Effective April 1, 1993, the maximum reimbursement shall be eight hundred dollars (\$800.00).

MISCELLANEOUS

Section 15.1 No Discrimination The Employer and the Labor Council agree that there shall be no discrimination in regard to race, color, sex, national origin or religious beliefs.

Section 15.2 Captions The captions used in Sections of the Agreement are for the purpose of identification only and are not a substantive part of this Agreement.

Section 15.3 Uniform Allowance All officers shall receive an allowance for the purchase of clothing (uniforms) of which will remain the property of Coloma Township. All requests for uniforms shall be made to the supervisory officers. Allowance is as follows:

Patrolman \$330 per year

Clothing allowance shall include the purchase of uniform duty shoes (black, lace-type, lowback Corfam), the purchase of leather when necessary, and duty raincoats. Additionally, bullet resistant vests will be provided. All uniform items so allowed shall be purchased directly by Coloma Township. All uniforms shall remain the property of Coloma Township. The Employer shall reimburse to each employee the cost of one pair of winter boots per year providing said boots

are used on duty. The maximum reimbursement per year shall be eighty (\$80) dollars.

Section 15.4 Equipment Maintenance It is the Employer's intent to maintain all equipment in safe operating condition. Any equipment defects noted by personnel will be reported in writing promptly to the Sergeant. Repairs will be made as soon as practical. The repair or replacement of any Township property damaged or destroyed through carelessness and/or neglect by employees subject to this Agreement shall be at the expense of the employee(s) who caused such damage or destruction. Such liability shall not exceed two hundred fifty (\$250) dollars.

Section 15.5 Air Conditioned Cars All automobiles shall have factory installed air conditioning as present cars are replaced.

Section 15.6 Training and Schooling The Employer recognized the advantages of training for the employees of the Township of Coloma Police Department. Employees who are assigned for schooling and training by the Chief of Police will be paid at their straight time rate. This will not be considered as overtime pay.

Section 15.7 Bulletin Boards The Employer shall allow and shall provide space for a bulletin board upon the premises of the Coloma Township Hall to be used by the Labor Council for the posting of notices and other official business of the Union.

Section 15.8 Copies of Agreement The Employer shall provide all present and future employees of the Department a copy of this Agreement.

Section 15.9 Break Time All employees working a normal duty day of eight (8) hours shall be entitled to one fifteen (15) minute and one thirty (30) minute break per duty day worked. The fifteen (15) and thirty (30) minute breaks may be combined to equal one break not to exceed forty-five (45) minutes. When these two (2) breaks have been combined, no additional breaks shall be taken.

Section 15.10 Wage Compensation for Higher Education The employee who has accredited the following higher education shall receive the following compensations:

1. Associates Degree in Police Science or related degree--
\$200 per year.
2. Wage compensation will be paid to the employee(s) who have earned said compensation, on the first pay period in December each year..

Section 15.11 Copies of Rules and Regulations Copies of the Coloma Township Police Department Manual of Operation, also known as Department Rules and Regulations, shall be furnished to each member of the Department, present and future. Manual Operation books shall remain the property of Coloma Township.

Section 15.12 Retroactivity For the purpose of clarification of this Agreement, this Section has been added. Retroactivity shall include to April 1, 1988, wages, holiday pay and overtime.

Section 15.13 Shift Trades Employees shall be allowed to trade shifts with one another providing said trade does not require the payment of overtime or interfere with Shift Changes, scheduled vacations, or days off. All requests for shift trades shall be submitted in writing to the Chief of Police in advance. All requests shall be at the discretion of the Chief of Police, who may disallow all or any part of a requested shift change.

DURATION

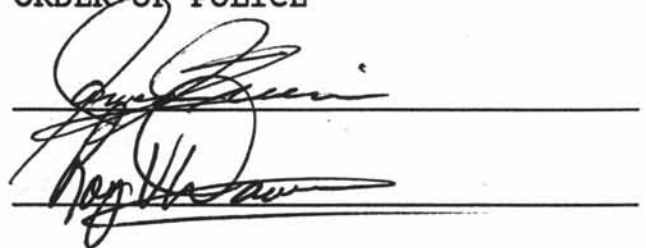
Section 16.1 This Agreement shall remain in full force and effect from April 1, 1991 to March 31, 1994, and this Agreement shall continue in full force and effect from year to year thereafter, unless either the Labor Council or the Employer shall notify the other in writing not less than sixty (60) days prior to the expiration of the term, or any extended term, of this Agreement, of the desire to modify or terminate this Agreement. If either the Labor Council or the Employer gives notice as aforesaid to the other of a desire to modify any of the terms of this Agreement upon expiration of the term, or any extension of the term thereof, then within fifteen (15) days of the service of such notice, representatives of the Labor Council and the Employer shall meet to commence negotiations with respect to such modifications. If no agreement as to such modification is reached before the expiration of the term, or then current extension of the term of this Agreement, as the case may be, this Agreement may be terminated by either party upon five (5) day written notice to the other.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20 day of Sept, 1991.

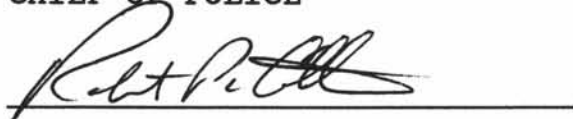
TOWNSHIP OF COLOMA



LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE



CHIEF OF POLICE



LETTER OF AGREEMENT

between

TOWNSHIP OF COLOMA

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

It is hereby agreed that hospitalization insurance, as provided for in Section 14.1 of the current Labor Agreement, shall be provided by Blue Cross of Michigan through the Township of Coloma. This new coverage shall be equivalent to or better than the coverage provided through the Prudential Insurance Company prior to October 1, 1989.

It is further agreed that the Township of Coloma shall create a medical cost reimbursement fund for each member of the bargaining unit in the amount of one thousand dollars (\$1,000.00) per member. This fund shall be used to reimburse individual bargaining unit members for medical costs incurred on their behalf or on the behalf of a family member (dependent) that are not covered by Blue Cross. This fund shall be administered by the Township of Coloma. The reimbursement fund shall be administered as follows:

1. A member of the bargaining unit shall present either a paid receipt or an unpaid invoice from a doctor or hospital to the Township. The Township shall submit the receipt/invoice to the insurance company for their review and or payment. Upon receiving the statement of Explanation of Benefits from the insurance company the Township shall pay the employee, as soon as possible the portion of the receipt/invoice not paid by the insurance company.
2. Any amount of the one thousand (\$1,000.00) dollars not used in one (1) year, that being January 1 to December 31, shall be carried over to the next year and made available for use by the bargaining unit member. For example, if \$600.00 is not used in 1990-1991 then that bargaining unit member will have \$1,600.00 available in 1991-1992. That amount of the \$1,000.00 allocated for 1992-1993 that is not used shall then be available for 1991-1992 and so on. The maximum amount available shall never exceed \$2,000.00.