

**AGREEMENT**

**between the**

**PITTSFIELD CHARTER TOWNSHIP**

**and the**

**POLICE OFFICERS LABOR COUNCIL**

**PITTSFIELD TOWNSHIP  
CLERICAL DISPATCHERS ASSOCIATION**

**Effective January 1, 2010  
Expires December 31, 2014**

**TABLE OF CONTENTS**

**Page**

Article 10	Assignments, Transfers and Promotions .....
Article 6	Association Representatives .....
Article 28	Association Rights .....
Article 23	Bonds and Liability Insurance .....
Article 17	College Incentive Allowance .....
Article 9	Compensation .....
Article 22	Credit Union .....
Article 13	Dental Insurance .....
Article 7	Discharge or Suspension .....
Article 24	Equipment, Health and Welfare .....
Article 19	Family and Medical Leave Act .....
Article 29	General .....
Article 8	Grievances .....
Article 15	Hospitalization Insurance .....
Article 18	Insurance Eligibility .....
Article 32	Interpretation .....
Article 16	Life Insurance .....
Article 20	Limitations of Authority and Liability .....
Article 3	Management Rights .....
Article 26	Military Service .....
Article 5	No-Strike/No-Lockout .....
Article 14	Optical Care .....
Article 21	Pension Plan .....
Article 11	Personal Days .....
Article 1	Purpose and Intent .....
Article 2	Recognition, Association Security and Dues .....
Article 27	Resignation .....
Article 4	Seniority .....
Article 30	Separability and Savings Clause .....
Article 31	Termination and Modification Clause .....
Article 12	Uniform Allowance .....
Article 25	Workers' Compensation Insurance .....

## COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2010, by and between Pittsfield Charter Township (hereinafter referred to as the "Township") and the Pittsfield Township Clerical Dispatchers Association (hereinafter referred to as the "Association"). The Agreement covers the calendar years of, 2010, 2011, 2012, 2013, 2014 and expires on December 31, 2014, under conditions further explained in Article 31.

### ARTICLE 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Employees and the Association.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Township's success in establishing proper services to the community.

To these ends, the Township and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the Employees.

### ARTICLE 2 - RECOGNITION, ASSOCIATION SECURITY AND DUES

The Township recognizes the Association and the Police Officers Labor Council as the sole and exclusive bargaining representative of the Pittsfield Township Clerical Dispatchers.

- (a) Maintenance of Membership - All present and future Employees of the bargaining unit shall be required as a condition of employment to tender dues or an amount equal to the regular monthly dues set by the Association membership for the duration of the Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this subsection.
- (b) All full-time Clerical Dispatchers and the Records Bureau Secretary of the Pittsfield Charter Township Public Safety Department shall either become and remain members of the Union by paying monthly Union dues or shall pay to the Union a monthly service fee covering their fair share of the Union's expenses related to negotiating, administering and enforcing this Agreement. New employees shall be required to pay Union dues or a service fee after thirty (30) days of employment.
- (c) All new applicants for membership shall fill out the necessary form required by the contract in effect at the time of their employment.
- (d) The Township agrees to deduct the amount necessary from each pay of each employee, from whom it receives written authorization, to cover the monthly dues or service fees

required by the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The dues and service fee rates shall be provided to the Employer by the Union's business representative. The Employer shall be provided at least thirty (30) days written notice of any change in the amount of monthly dues or service fees. Written authorizations shall include and agreement by the employee to hold the Township harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action or inaction taken by the Township for the purpose of providing this deduction service. Further, the authorizations shall specify that the employee agrees that in the event a refund is due to the employee for any reason, the employee shall seek such refund from the Union.

- (e) The Union agrees to indemnify, defend and save the Township harmless from any claims, demands, lawsuits or other forms of liability on account or by reason of action taken or not taken by the Township under this article.
- (f) At least once per month after dues/service fees have been deducted from employees' pay, the Township shall pay directly to Police Officers Labor Council the dues/fees which have been deducted. Such payment shall be accompanied by a list which identifies the employees from whom the deductions were made.

Payment shall be mailed or otherwise delivered to:

Police Officers Labor Council  
667 E. Big Beaver, Suite 205  
Troy, MI 48083

- (g) The Township shall not be liable for remittance or payment of any sums other than those consisting of actual deductions made from wages earned by employees. If for any reason the Township fails to make a deduction provided by this article, the Township shall make that deduction from the employee's next pay after the error has been identified to the Township by the Union.

The Township shall have no responsibility for the collection of dues/service fee, special assessments or any other deductions not in accordance with this article.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**Section 1. Rights and Responsibilities.** It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency, are solely a responsibility belonging exclusively to the Township and hereby recognized, included by way of illustration and not by way of limitation, are: the rights to decide the number and location of Township clerical dispatchers and facilities; the work to be performed within the unit; the scheduling of work days and hours and the necessity for overtime; the amount of supervision necessary within the unit; maintenance and repair of vehicles and equipment; methods, schedules

of work; the selection, procurement, designing, engineering and control of equipment and materials; the right to enter into mutual aid pacts with other communities and the right to establish, maintain and enforce Rules and Regulations governing the operation of the Department and the Employees therein, providing that such Rules and Regulations do not specifically conflict with an expressed term of this Agreement.

Section 2. Selection and Direction of Work Force. It is further recognized that the rights and responsibilities for the selection and direction of the work force, including (but not by way of limitation) the right to hire (and to establish all policies relevant thereto), suspend, discipline, assign, promote, layoff, transfer, discharge or determine the amount of overtime to be worked are vested exclusively in the Township; provided, that such rights shall not be exercised in such a manner as to specifically violate an expressed term of this Agreement.

Section 3. Chain of Command. It is recognized that the responsibility for directing the routine activities of the Employees on behalf of the Township is vested in the Director of Public Safety and/or his/her designee. The Director of Public Safety and/or his/her designee may delegate such authority in such manner as he/she may determine and is consistent with applicable Township Rules and Ordinances. Until such time as the Township Board or the Township Supervisor authorizes other persons or entities to direct the activities of such Employees, by appropriate ordinance or otherwise, the Employees shall be obligated to obey the orders or directions of the Director of Public Safety and/or his/her designee and the established Chain of Command. It is further recognized that the right and responsibility for establishing an appropriate command structure is vested solely in the Township Board.

The Township or the Department may provide Personnel Rules for use in the Township or in the Department. In any conflict between the Township or Departmental Rules and this Agreement, this Agreement shall take precedence. It is agreed that an Association member shall be a part of a committee to discuss and inspect proposed Department Personnel Rules prior to their implementation.

#### ARTICLE 4 - SENIORITY

Section 1. Probationary Period. A new Employee shall complete a probationary period before being afforded seniority under this Agreement. Such probationary period shall begin on the date of hire of such Employee, and shall end one (1) year later.

It is recognized that an Employee shall be employed on a trial basis only during his/her probationary period. It is recognized that the Township may discipline and/or discharge an Employee during his/her probationary period without such Employee and/or Association having any further recourse whatsoever; provided, however, that the Township shall not discharge an Employee during his/her probationary period for the purpose of evading this Agreement or for the purpose of discriminating against an Employee on account of his/her Association activities.

Section 2. Seniority Lists. The seniority list on the date of this Agreement will show the names, job titles and date of hire of all Employees of the Department entitled to seniority. The

Township will keep the seniority list up-to-date at all times and will provide the Association with up-to-date copies upon request of the Association.

- (a) Seniority shall be based on the Employee's length of full-time service in the Department commencing on the Employee's date of hire.
- (b) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.
- (c) In the event two or more employees are hired on the same day, seniority shall be established from the ranking, highest to lowest, of the aggregate scores of the competitive hiring process.

Section 3. Loss of Seniority. An Employee shall lose his/her seniority and his/her employment shall be terminated for the following reasons only:

- (a) He/she quits the Township employment.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) If any Employee is absent without leave for three (3) consecutive days by reason of failure to return from sick leave or leave of absence in excess of one (1) week in duration, the Township may send a five (5) day quit notice to the Employee's last known address. If the Employee fails to return to work within five (5) days from the date of receiving notice by registered mail, he/she shall be deemed to have quit.
- (d) If any Employee is absent without leave, excepting as set forth in paragraph C hereof, the Township shall make contact by written communication or by oral conversation in the presence of an Association officer and require the Employee to return to work; failure to return as instructed shall constitute loss of seniority by discharge.
- (e) If he/she does not return for work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Township.
- (f) He/she retires.

Section 4. Seniority of Clerk/Dispatchers. Notwithstanding his/her position on the seniority list, the President of the Association shall, in the event of layoff, be continued at all time provided he/she can perform any of the work available. This section shall apply only if the President is a permanent full-time Employee and shall have completed his/her probationary period.

Section 5. Layoff and Recall.

- (a) The first Employee to be laid off shall be the Employee with the least seniority in the classification affected. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority.
- (b) Recall. Employees who are laid off shall be recalled to their former classification in order of their classification seniority when the work force is to be increased.

Section 6.     Notice of Layoff. The Director of Public Safety and/or his/her designee shall give written notice on behalf of the Township to the Employee and the Association on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least two (2) weeks before the effective date thereof.

#### ARTICLE 5 - NO-STRIKE/NO-LOCKOUT

- (a) It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise during the terms of this Agreement. Recognizing this fact, the Association agrees that during the life of this Agreement, neither the Association, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown, or a strike against the Township. The Township agrees that during this same time period, there will be no lockout.
- (b) The Township reserves the sole right to discipline any Employee or Employees up to and including discharge for violation of this section. Any appeal to the grievance procedure shall be limited to the questions of whether the Employee or Employees did in fact engage in any activity prohibited by this section.

#### ARTICLE 6 - ASSOCIATION REPRESENTATIVES

Section 1.     Association President. The Township recognizes the rights of the Association to elect an Association President and an alternate. The President or alternate shall be permitted a reasonable time to investigate, present and process grievances on the premises of the Township Department without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the President's or alternate's regular working hours shall be considered working hours in computing compensation if within the regular schedule of the President or alternate.

Section 2.     Information. Information necessary to evaluate grievances or for collective bargaining proposals will be supplied upon request.

Section 3.     Compensation for Negotiations. The Township agrees to compensate an Employee for all hours lost from his/her regular schedule while he/she is in attendance at negotiation meetings with Township representatives.

#### ARTICLE 7 - DISCHARGE OR SUSPENSION

Section 1.     Types of Discipline. Disciplinary actions shall include only the following with due cause:

- (a) Written reprimands (excludes written directions from a Department supervisor).
- (b) Suspension.
- (c) Discharge - The termination of a new probationary Employee shall not be deemed a disciplinary action.

- (d) Discharges or suspensions of three days or more refer to Article 8, Grievance Procedure, Section 10.

Section 2. Disciplinary Action Procedure.

- (a) When the possibility of disciplinary action is believed to exist, the Employee shall be entitled to have his/her Association President present at all stages of the disciplinary process. If no disciplinary action is contemplated or believed to exist, the Employee shall have no right to Association representation.
- (b) Those charges and specifications which give cause to such discipline or discharge shall be reduced in writing by the supervisor recommending the disciplinary action to the Director of Public Safety and/or his/her designee.
- (c) Such charges and specifications shall cite the specific section(s) of Departmental Rules and Regulations which the Employee is alleged to have violated, and a copy will be given to the Employee in writing.
- (d) Prior to the taking of any disciplinary action, the Director of Public Safety shall conduct a disciplinary hearing. The accused Clerk Dispatcher shall be afforded an opportunity to present any evidence in his/her defense during this hearing.

Section 3. Criminal Complaints or Charges. Whenever a criminal complaint or charge shall be brought against an Employee of the bargaining unit and such crime is an offense under state or federal law or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining statements in connection with said complaint.

- (a) The Employee shall be given a summary of the charges against him/her.
- (b) Before the Employee is interviewed or required to make any statement, he/she shall be allowed the opportunity to obtain the advice of counsel.
- (c) Any order to make a statement shall be a written order, a violation of which would constitute grounds for disciplinary action by the Department.
- (d) The order in the statement shall be considered a private record and shall not be made available except under judicial subpoena to any other agent or agency without the consent of the Employee.
- (e) Nothing in the foregoing procedure shall limit the right of the Department to use such statement for department disciplinary purposes.

Section 4. Prior Infractions/Minor Offense. Prior to imposing any discipline on a current charge, the Director of Public Safety will not base his decision upon any minor infractions of the

Township or Departmental Rules and Regulations or other minor misconduct which occurred more than two (2) years previously unless directly related to the current charge.

Section 5. Verbal Reprimands. The procedure, as outlined above, shall be applicable in all disciplinary proceedings except for verbal reprimands, which are exempt from the provisions of this Agreement.

Section 6. Relieving of Duty. In the event that an Employee is relieved of duty, he/she may be taken off the payroll and shall turn in his/her Department equipment. Relieved of duty may be used by the Department for awaiting the disciplinary procedure. In the event an Employee is exonerated of the charges caused in the relief of duty, he/she shall be reinstated to his/her prior position and compensated for all back wages and benefits lost during the period of relief from duty.

Section 7. Internal Investigation/Reassignment. The Department may at its discretion reassign a Clerk Dispatcher to another position within the Department instead of taking one of the actions described above until the investigation is complete.

Section 8. Benefits Incurred During Suspension. If an Employee is suspended by disciplinary action, he/she shall receive all other benefits accrued.

Section 9. Prior Infractions/Serious Offense. When imposing discipline on a current charge involving a more serious offense, the Township may base its decision on other prior serious infractions regardless of the period of infractions.

## ARTICLE 8 - GRIEVANCES

Section 1. Purpose. The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances.

Section 2. Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

Section 3. Timely Action. The Township shall consider promptly all grievances presented and shall take such action as is required.

Section 4. Grievances Defined. The term "grievance" shall mean any dispute between the Township and the Association or between the Township and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of the specific article or section of this contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

Section 5. Grievance Procedure.

Step One. Grievance Procedure. An Employee who has a grievance shall discuss the complaint with his/her immediate supervisor, with or without the presence of his/her President. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The Employee shall have the right to discuss the complaint with his/her Association President before any discussion takes place with the supervisor. The supervisor shall make arrangements for the Employee to be off his/her job for a reasonable period of time in order to discuss the complaint with the Association President.

Step Two. Grievance Procedure. If the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall report such grievance to his/her President as soon as possible, but in any case, within seven (7) working days of the event giving rise to the grievance or within seven (7) working days of when he/she should have reasonably known of the event. The written grievance shall be prepared in detail and shall contain the following information:

- (a) Name or names of Employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specifications of contract article violated.
- (d) Date of grievance.
- (e) Witness to grievance, if any.
- (f) Relief being sought by the Association.
- (g) Names of individuals alleged to have violated the contract.
- (h) Any pertinent facts which will facilitate the investigation of the grievance.

The President shall then discuss the grievance with the immediate supervisor in an attempt to resolve the grievance. This discussion shall be had within seven (7) working days of receipt of the grievance by the President and a decision in writing must be rendered by the immediate supervisor within seven (7) working days with a copy of said decision going to the Employee and the President.

Step Three. Grievance Procedure. If the grievance is not satisfactorily settled in Step Two after meeting with the immediate supervisor, the Employee or the Association shall have the right to appeal in writing to the Director of Public Safety or other person designated by the Director of Public Safety. The Employee or the representative of the Association shall meet with the Director of Public Safety or designee of the Director of Public Safety within seven (7) working days of presentation of the appeal. An answer, in writing, to the appeal shall be filed within seven (7) working days of the meeting.

Step Four. Grievance Procedure. If the grievance is not satisfactorily settled in Step Three after meeting with the Director of Public Safety, the Association has the right to appeal, in writing, to the Township Supervisor. The Association President and/or representative from the POLC shall meet with the Township Supervisor and/or his designated representative within seven (7) working days of the presentation of appeal. The Township Supervisor's answer, in writing, shall be filed within seven (7) working days after the meeting.

Step Five. Grievance Procedure. If the answer of the Township Supervisor is unsatisfactory to both the Association and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree to an arbitrator within thirty (30) days, the services of MERC (Michigan Employment Relations Commission) shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

Section 6. Cost of the Arbitrator. Each party shall pay its own costs for processing grievances through the grievance and arbitration procedures. The fee of the arbitrator, his/her travel expenses and the cost of any room or facilities, the expenses and the expense of the arbitrator, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring same.

Section 7. Power of the Arbitrator. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Township or the Association where such discretion has been retained by the Township or the Association, nor shall he/she exercise any responsibility or function of the Township or Association.

Section 8. Time Limitations. All appeals under this section must be made in writing within seven (7) working days after the decision has been made and communicated to the Employee/Township. If no appeal is taken within the time limit, the Employee and/or the Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Association representative, where required, within the prescribed time limit, the matter shall be automatically referred to the next step. Time may be extended by mutual agreement of both parties.

Section 9. Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Association and/or the Employee will be required to submit all available information at each step of the grievance procedure.

Section 10. Discharge/Three or More Day Suspension. In the event an employee is given a disciplinary suspension of three (3) days or more, or in the event the employee is terminated, a written grievance (containing the information required in Step Two) shall be filed within three (3) days of the suspension/termination at Step Three of the Grievance Procedure.

## **ARTICLE 9 - COMPENSATION**

Section 1. Wages. Included herein (Schedule "A") is a schedule showing the wage rates of the Employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

Section 2. Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate. Rates within a salary range shall be by seniority in successive steps and at the end of a full five (5) year period, the Employee shall obtain the maximum rate. Upon recommendation of the Director of Public Safety and/or his/her designee, the Township may approve initial compensation at a higher rate than the base rate of the salary schedule when the needs of the Township make such action necessary.

Section 3. Starting Rate on Return from Military Service. Any Employee who leaves or has left the Township's service to enter the active service of the armed forces of the United States and is subsequently reinstated into a position previously held by him/her shall be entitled to receive compensation at the step rate at which he/she entered military service, except he/she shall be entitled to receive all compensation increases granted at that step and grade during his/her period of military service.

Section 4. Continuous Service. Service requirements for advancement within the compensation schedule and for other purposes as specified shall include the requirements of continuous service, which means employment in the Township Public Safety Department service without break or interruption. Leaves of Absence with pay, and authorized leaves of absence of thirty (30) days or less without pay, shall not interrupt continuous service nor be deducted there from. Authorized leaves of absence without pay in excess of thirty (30) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two work days shall not count towards service time and shall be deducted from the total service such Employee had prior to such absence without leave.

Section 5. Longevity. Longevity shall be paid to the employees in one lump sum payment in a separate check in the pay period of their anniversary date. Longevity payments shall be paid according to the following schedule:

Five years of continuous employment with the Township:	2%
Ten years of continuous employment with the Township:	4%
Twelve years of continuous employment with the Township:	6%
Fifteen years of continuous employment with the Township:	8%
Twenty years of continuous employment with the Township:	10%

Employees that separate their employment with the Township shall receive a pro-rated longevity payment following their separation.

Section 6. Pay Periods. Employees shall be paid bi-weekly. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose upon the request of such Employee or of an Association representative.

Section 7. Work Schedule. Employees shall be scheduled by the Director of Public Safety and/or his/her designee. Employees' schedule shall not be done in a capricious or arbitrary manner. All shift assignments will be posted fifteen days before the effective date of the

schedule. The Township has the right to change an employee's schedule with no less than seven (7) days notice for unanticipated vacancies on another shift or set of pass days.

Section 8. Overtime. Hours worked in excess of eight (8) hours per day shall be considered overtime. Overtime will be compensated at the rate of time and one-half (1-1/2) regular pay.

Section 9. Holiday Compensation. Employees who are assigned to the shift work schedule shall be paid a sum equal to twelve (12) days straight-time pay on the last pay in November. Employees shall have holiday pay prorated based on the holiday pay divided by the months of service, when assigned on a scheduled shift. Holidays for non-shift personnel shall be the same as established for general Township employees.

An employee who works on the following six holidays (i.e., Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Thanksgiving Day and Fourth of July) will receive pay calculated at time and one-half the employee's regular straight-time rate for all hours worked on that day when the majority of the hours to be worked on the scheduled shift fall on the actual calendar holiday (e.g., for a 7:00pm to 3:00am scheduled shift, the time and one-half premium will not be paid for the shift which starts at 7:00pm on July 3<sup>rd</sup>, but will be paid for the shift that starts at 7:00pm on July 4<sup>th</sup>). While there is no compounding or pyramiding of premium pay, an employee who works overtime on a holiday shift will receive two times his/her regular straight-time rate for said overtime hours.

Section 10. Lunch Period. Lunch periods will be arranged so that all offices and/or work stations will remain open during lunch time. The lunch period will be one-half (1/2) hour, and will be included in the work day.

Section 11. Vacation Leave. Each Employee will be granted vacation leave at the rate of one (1) day per month for the first sixty (60) months of employment, and one and one-half (1-1/2) days per month thereafter. One additional day of vacation will be added after completion of 10 or more years of continuous service in the previous calendar year (up to a maximum of 21 days). To earn a vacation day in a month, an Employee must work at least ten (10) days in the month. For purposes of this provision, paid vacation days, paid personal days, paid sick days, and paid funeral days shall also be counted as days worked. Vacation leave days to be granted within each calendar year will be credited on January 1 of that year, or, in the case of new Employees, on the date of hire for the remainder of that calendar year.

- (a) A probationary Employee may not use any vacation time until completion of a satisfactory six (6) month evaluation.
- (b) Employees are encouraged to use vacation time during the calendar year in which it is earned. However, in no event will an Employee be allowed to accumulate more than thirty (30) vacation days at any one time. To accomplish this, no Employee will be allowed to carry over more than eleven (11) unused vacation days from one calendar year to the next.

Annual Vacation accrual shall be as follows:

Steps	Previous Accrual	New Accrual
Start to 5 years	12	12
At 5 years to 10 years	18	18
At 10 years	19	19
At 11 years	19	20
At 12 years	19	21

- (c) Absence on account of sickness, off-the-job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the Employee and at the discretion of the Township, be charged against the vacation leave allowance.
- (d) If an Employee becomes ill or is injured while on vacation leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury) the vacation days may be converted and charged to any sick day accumulation.
- (e) Employees are required to give reasonable notice (at least 72 hours from when the leave request is submitted) to use a vacation day or a block of vacation days. Approval of single-day usage shall be at the discretion of the Director of Public Safety and/or his/her designee. The Director and/or his/her designee, in turn if time allows, shall give reasonable notice to the requesting employee (at least 72 hours) of whether or not the vacation day or block has been approved or denied.
- (f) If an Employee is killed in the line of duty, any unearned vacation leave previously expended will not be deducted from the terminal benefits that may be awarded to the Employee's beneficiaries.

**Section 12. Sick Leave.** Employees shall accrue sick leave days at the rate of one (1) day per month. To accrue a sick day in a month, an Employee must work at least ten (10) days in the month. For purposes of this provision, paid vacation days, paid personal days, paid sick days, and paid funeral leave days, and paid compensatory time days shall also be counted as days worked. Any sick days accrued above the maximum of ninety (90) days shall, at the employee's option, be converted to pay at the rate of one-half (1/2) day for one (1) sick day or converted to vacation time at a rate of one sick day being equal to 1/2 a vacation day. Upon termination, unused earned sick days shall be converted to pay at the rate of one-half (1/2) day for one (1) sick day.

The Director of Public Safety and/or his/her designee shall be responsible for reviewing and approving Employee sick leave. All sick time is earned and allocated on January 1st of each year for time accrued in the previous year. A year-to-date record shall be reflected on each paycheck. Pay for sick days earned above the maximum of ninety (90) days will be paid in the second pay

period in July of each year at the rate in effect on June 30<sup>th</sup> of the same year. Employees that have over ninety (90) days of sick leave shall notify the Employer of their choice to take the pay out or convert the time to vacation or a combination of the two by June 1<sup>st</sup> of the given year.

- (a) Employees are required to give daily notification, or other appropriate notice, to the department of the necessity for taking sick leave. Sick leave may only be used for illness or injury of the employee or his/her parent, child or spouse. Notification must be given before the hour to report for work. The Township may refuse to allow paid sick leave where there is insufficient evidence, as provided in (b) below, to support the Employee's claim, or where the Employee has not given reasonable notice, as above.
- (b) A doctor's statement may be requested and must be submitted, if requested, after an employee has used three consecutive sick leave days or upon reasonable suspicion of abuse. If the suspicion is based on a pattern or practice, the Employer shall notify the employee to provide a doctor's statement when the employee calls in sick the next time(s). If the suspicion is based on a single absence, the Employer shall notify the employee on their day in question that a doctor's statement is required.
- (c) An Employee will be required to submit a report from a doctor following a prolonged illness or injury of five (5) days or more indicating that he/she is physically able to return to work without limitations or restrictions.
- (d) A non-shift Employee using paid sick leave during a period that includes a designated holiday will be paid for such holiday in lieu of sick pay.
- (e) No Employee may draw more than ten (10) days of paid sick leave during a two (2) week pay period.
- (f) Accumulated sick leave credits will be paid for each day of sickness at the Employee's regular straight time rate of eight (8) hours.
- (g) An Employee who becomes ill while on vacation will be required to provide proof, by physician's statement, of the illness. If the Employee desires, and, has sufficient accumulated sick time, the vacation leave may be converted to sick leave, after approval from the Township.
- (h) Employees are urged to make doctor and dental appointments on weekends and after work hours. When it is necessary to make such appointments during the regular work day, they must be approved in advance by the Employee's supervisor. Time off for an appointment will be reported on the time sheet for the pay period in which it occurred. Sick leave for this purpose will be charged in four (4) hour increments.
- (i) Employees who have exhausted their accumulated sick leave and do not report for work shall be terminated from their employment with the Township as provided in Article 4, Section 3 (c).

- (j) Maternity leave shall be treated in accordance with the applicable sick leave and prolonged illness leave sections of this contract and appropriate state and federal laws.

Section 13. Funeral Leave. An Employee will be granted a maximum of five (5) leave days with pay between the date of death and the day following the funeral due to a death in the immediate family. Immediate family shall be defined to include parents, parents of current spouse, spouse, children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents or grandchildren, step-children of a current spouse or other relatives living in an Employee's home. These days shall not be deductible from accumulated sick time. An additional leave chargeable to the Employee's sick leave may be granted due to the death of a current spouse or children when approved by the Director of Public Safety and/or his/her designee.

In addition, in accordance with the above, an employee will be granted one (1) leave day with pay to attend the funeral of an employee's great grandparent, aunt, uncle, niece, nephew, or the grandparents/great-grandparents of the employee's current spouse.

Section 14. Prolonged Illness Leave. Granted by action of the Township Board, a prolonged illness leave is an UNPAID leave granted to an ill or injured Employee. This leave may be granted to an Employee who has otherwise used all accumulated vacation and sick leave, but who will hopefully return to work upon recovery from the illness or injury involved. The Township Board may grant a prolonged illness leave for up to six (6) months.

- (a) During this period the Employee shall retain the position and job classification attained prior to the leave.
- (b) Should an Employee not return to work in accordance with the approved leave schedule or apply for and be granted a prolonged illness leave extension, he/she will be considered a voluntary quit according to Article 4, Section 3 (c).
- (c) If the Employee requests an extension of the prolonged illness leave beyond the initial leave granted, the Township Board may authorize a thirty (30) day extension. This extension will be at the discretion of the Township Board. The Employee must provide a physician's statement indicating the medical need for the additional time where circumstances require a longer than expected convalescence.
- (d) During the first six (6) months of a prolonged illness leave, hospitalization, life, and dental insurance will remain in effect with premiums paid by the employer. Any other benefits (where permitted by the carrier) may be continued at the expense of the Employee. During an extended prolonged illness leave, if granted in (c) above, all benefits may be continued (where permitted by carrier) at the expense of the Employee.

Section 15. Absence Without Leave. An Employee who is absent from duty shall report the reason therefore to the dispatch center prior to the date of absence when possible. All unauthorized and unreported absences shall be considered without leave. Deduction of pay shall

be made for the period of absence and such absence shall be considered cause for disciplinary action up to and including discharge.

Section 16. Duty Disability Leave.

- (a) A duty disability leave shall mean a leave required as a result of the Employee incurring a compensable illness or injury while in the employment of the Township covered by the Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an Employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first aid or treatment as may be recommended.
- (c) Employees on duty disability leave shall not accrue vacation/sick leave, or personal days.
- (d) Permanent or probationary Employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Township shall receive duty disability pay as follows.
  - (1) The Township shall, for a period not to exceed one (1) year from the date of injury, supplement without charge to sick leave or vacation, the difference between workmen's compensation and the Employee's regular rate of pay, excluding any overtime or premium pay.
  - (2) After one (1) year of duty disability leave, if the Employee has sufficient accrued leave, he/she will receive a payroll check for the difference between the workmen's compensation check and his/her normal bi-weekly payroll check to the extent of his/her accrued sick leave, leave bank days and compensatory time.
- (e) An Employee who is being treated for duty disability injury may be treated for such injury during regular working hours and will be compensated at his/her regular rate of pay. He/she shall report promptly to work once the appointment is completed.
- (f) Employees shall not be entitled to more than one (1) one year duty disability leave arising out of the same injury or illness, or any recurrence of an injury or illness for which the Employee has already received benefit under the provisions of this section.
- (g) The Township shall be permitted to employ part-time clerical dispatchers when an Employee is on duty disability after thirty (30) days. Such part-time employment shall terminate upon the Employee returning to full duty.

Section 17. Call-Back. If an Employee is called back to work on his/her leave day, he/she shall be compensated for a minimum of two (2) hours overtime at time and one-half (1-1/2), unless such call back is continuous or contiguous to the clerical dispatcher's assigned shift. In these instances, he/she shall be paid overtime for the exact hours or portion thereof worked.

Section 18. Schedule "A" - Wages.

	1/1/10*	1/1/11*
Start	\$33,238	\$33,238
1-Year	\$35,153	\$35,153
2-Year	\$37,197	\$37,197
3-Year	\$39,406	\$39,406
4-Year	\$41,657	\$41,657

\*Beginning of payroll on or after said date.

The Association and the Township agree to wage re-openers to determine wages for years 2012, 2013 and 2014. The wage re-openers shall be negotiated separately unless it is agreed by both the Employer and the Union that multiple years be negotiated. The Parties agree to begin negotiations by September 1 of the year prior to the wage year. Wages shall not decrease from the wages of 01/01/11

Section 19. Computation of Back Wages. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

Section 20. Pay Advance. If a regular pay day falls during an Employee's vacation and she/he is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An Employee must make a request to the Township Clerk's office for his/her check two (2) weeks before the payday he/she expects to receive the check if he/she desires to receive it in advance.

Section 21. Posting of Vacation and Sick Time. The Township will supply a bi-weekly breakdown of vacation and sick time, which is posted on Employee's check stubs.

Section 22. Compensatory Leave. Employees can accumulate up to 40 hours of compensatory leave. The employees will have the option to be paid in full for unused compensatory time on the last pay in December annually or be paid down to a maximum of 20 hours unused compensatory time. Such notification must be received by the Director of Public Safety and/or his/her designee by December 1<sup>st</sup> annually.

Employees will be provided with a reasonable opportunity to use compensatory leave that they have accumulated. Employees should request compensatory leave at least seven (7) days prior to the requested "time off". In such cases, the command staff will review and respond to the

employee within seventy-two (72) hours of receipt with an approval or denial of the requested "time off".

The use of compensatory leave shall be reasonably determined on a "first come, first serve" practice based upon factors that include the timeliness of the request and the departmental staffing levels. In the event of short notice, an officer may request use of compensatory time and preference would be considered on a case by case basis and seniority will be honored when multiple requests for "time off" are received at the same time.

As a general practice, compensatory time shall be approved or denied in the same manner as vacation or personal time. Further, the township retains the authority to cancel approved compensatory leave if an emergency situation occurs, defined as an event beyond the control of the Township, and designated as such by the Director of Public Safety or his/her designee.

In an emergency situation where time off will be cancelled, the Director of Public Safety and/or Deputy Director of Public Safety shall consult with the Union as to the priority of the personnel that will have their time cancelled.

## ARTICLE 10 - ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 1. Transfer of Employees. If an Employee is transferred to a position within the Department but not included in the Unit, and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 2. Vacancy. When it is determined by the Township that there is a vacancy or a newly-created position classification within the bargaining unit, members of the unit shall be eligible to be considered for transfer or to be promoted to said position classification but must be deemed most qualified by test procedures. If a member of the bargaining unit is deemed not qualified by a test procedure for promotion, such position may be filled from outside the bargaining unit.

Vacancies/Sick Time. Vacancies in the bargaining unit shall be filled by members of the bargaining unit whenever practical.

Nothing in this section shall prohibit, however, use of part-time Employees when such Employees are used on a temporary basis, not to exceed a thirty (30) day period.

Section 3. Openings. Openings referred to in Section 2 will be posted in a conspicuous place in the Township Public Safety Department at least seven (7) days prior to filling said opening.

Section 4. Eligibility for Promotions. An Employee must have one (1) year of service with the Pittsfield Township Public Safety Department to be eligible for promotion within the Unit.

Section 5. Test Procedures for Promotions. A testing procedure will be used to fill openings by promotion. If the qualifications of all applicants are equal, preference shall be given to the most senior Employee.

Section 6. Retention of Seniority. If a member of the bargaining unit is promoted or voluntarily transfers to another position within the bargaining unit, he/she shall retain his/her seniority unless otherwise determined by the Director of Public Safety. If the Township does not wish to retain the member in this position, the member shall return to his/her highest previously held position.

Section 7. Return of Previously-Held Rank. If a member of the bargaining unit is promoted or voluntarily transfers to a position outside the bargaining unit, he/she shall retain seniority in his/her highest bargaining unit-covered rank. If the Township does not wish to retain the member in the non-covered position, the member shall be returned to the highest previously held rank in the bargaining unit.

#### **ARTICLE 11 - PERSONAL DAYS**

It is agreed that each full-time Employee shall receive up to three (3) days each calendar year in which time the Employee may conduct personal business. One personal day shall be earned for each full four (4) months of work in the previous year. A month of work will be any month in which the Employee works ten (10) days or more in the month. For purposes of this provision, paid vacation days, paid personal days and paid funeral leave shall also be counted as days worked.

The Employee is required to give reasonable notice (at least 72 hours) prior to use of a personal day except in the case of an emergency, so deemed by the Director of Public Safety and/or his/her designee. Paid personal days shall continue to be granted by the Director of Public Safety and/or his/her designee subject to the staffing needs of the department. These personal days are non-cumulative and shall not accrue beyond the end of the fiscal year in which the days are provided.

**ARTICLE 12 - UNIFORM ALLOWANCE**

The Township will provide and replace, as needed, the following items:

- 6 - Shirts
- 3 - Pants
- 1 - Belt
- 2 - Ties
- 12 - Patches
- 1 - Name Plate
- 1 - Badge
- 1 - ID Card
- 1 - Jacket with liner
- 1 - Pair of Shoes
- 1 - Sweater

**ARTICLE 13 - DENTAL INSURANCE**

The Township will provide dental insurance to the members with the following levels of coverage.

Class I, diagnostic, preventive and emergency palliative - 100%; Class II Benefits including radiographs - 50%. Class III, prosthetics - 50%.

Maximum Contract Benefit on Class I, II and Class III benefits is \$1,000.00 per person per contract year.

Class IV, orthodontics - 50%, with a \$1,500.00 lifetime maximum per eligible person.

**ARTICLE 14 - OPTICAL CARE**

The Township will provide family optical care benefit coverage once every 24 months from a provider of choice to regular-full-time employees. Coverage includes eye examination, single lens prescription, multi-focal lenses, plastic lenses, oversized lenses, or contact lenses to a maximum of \$300.00.

Paid receipts must be submitted to the Administrative Services Department for reimbursement processing.

If a Township Employee's prescription has changed within the allotted 24-month period and upon obtaining an examination, they will then be entitled, upon submittal of written evidence, to an additional \$300.00 benefit as specified above. This benefit is not to be utilized more than one (1) time every twelve (12) months, and is not provided to family members.

## ARTICLE 15 - HOSPITALIZATION INSURANCE

- A. The Township will pay the premiums to provide group hospitalization benefits consisting of \$10 generic/\$40 brand preferred prescription drug, \$10 doctor office visit, and \$50 emergency room charge (\$25 Urgent Care) under a designated plan for employees, their spouse and their eligible dependents not otherwise covered by another employer-paid care plan. The Township shall have the right to offer another plan in addition to Blue Care Network, Priority Health or their successors, with comparable benefits. The Township will provide, at its expense, a group hospitalization benefit which will contain hospital and surgical benefits, pre- and post-natal care benefits, and a medical prescription rider in accordance with the plan documents.
- B. The Employer will also offer a Blue Cross/Blue Shield Community Blue Option 3 PPO with a \$20 doctor office charge and a \$10/\$40 preferred prescription drug including (MOPD-2), providing employees opting for the PPO will pay the difference between the least expensive base plan in Paragraph A above and the PPO. A payroll deduction is hereby authorized. Employees will be required to pay 50% of the premium for a family continuation rider under the PPO.
- C. A Section 125 Plan shall be adopted by the Township.
- D. Regular, full-time employees who are eligible for the Township's health insurance shall be entitled to participate in an Employer-sponsored opt-out program. Employees shall be required to show that a spouse has health care coverage that includes the employee before said employee will be eligible to participate in the opt-out program. A participating employee will be entitled to accrue a payment of \$150.00 per monthly billing period for any billing period during which said hospitalization insurance was not provided by the Township under the conditions set forth herein.
- (1) Said payment shall be made as an adjustment to a regular paycheck in December each year. Only those employees employed as of the date of payment and enrolled in the opt-out plan shall be entitled to the payment in lieu of insurance.
  - (2) Said payment shall be for the twelve (12) calendar billing periods each year.
- In the event the spouse's health care plan ceases to cover the employee, the employee may re-enroll in one of the Township's sponsored health plans, provided the employee applies within sixty (60) days from loss of such coverage and submits verification of loss of such coverage at that time. Coverage under the Township plan shall then become effective at the beginning of the next billing period, or as soon thereafter as permitted by the health provider.
- E. For the life of this agreement, the Township will provide retiree health care for an employee and the employee's spouse at time of retirement under the following terms and conditions (provided he/she remains the spouse).

1. To be eligible for retiree health, the employee must have 25 or more years of service with the Township, and be at least 55 years of age at time of retirement, and be employed by Pittsfield Township prior to December 31, 2006.

The Township will pay 90% of the applicable retiree health care costs as reflected by the applicable premium (or COBRA rates if the Township becomes self-insured) if an eligible employee retires with 25 years of service. The above percentages shall not apply to any employee in the bargaining on December 31, 2006, with 10 or more years of service by December 31, 2009.

For employees hired after December 31, 2006, the Township shall only pay the cost of single subscriber up to \$600 per month.

2. An eligible employee who retires prior to age 65 and his/her then current spouse (provided he/she remains the spouse) will be continued in the HMO or Community Blue PPO enrolled in at the time of retirement under the terms and conditions that apply for active employees.
3. When the retiree becomes age 65, the retiree must apply for Medicare coverage (Parts A and B) and pay the applicable premium. The employee will then be enrolled in a supplemental plan currently referred to as Blue Traditional Supplemental coverage (Blue Cross Option 2 and Blue Shield Option 1).
4. The prescription drug benefit level for a retiree shall not exceed the drug benefit level for active employees.

F. In order to supplement retiree health care, effective the beginning of the first pay period sixty (60) days following ratification, the Township shall implement the MERS Health Care Savings Program (HCSP) under the terms and conditions set forth herein:

1. The Township will contribute 1% of the employee's base salary to the program (excluding employees with ten years or more of service as of December 31, 2009).

There shall be a ten (10) year vesting period from date of hire. If an employee terminates employment prior to the 10-year vesting period, the employer's contribution on behalf of the employee shall be forfeited and the forfeited funds shall be rolled over into the Township's Retiree Health Funding Vehicle.

2. The employee will contribute 1% of the employee's base salary to the program with the ability to elect to contribute up to 10% (in the form of a mandatory salary reduction contribution) to the HCSP. Employees may increase their contribution in the first pay of January each year but may not decrease any such contribution.

3. The HCSP shall provide leave conversion.
4. The Township shall, on a one-time only basis, contribute an amount into the HCSP of \$50 per completed year of service for each employee in the bargaining unit on the date of ratification (excluding employees who will have ten (10) years or more of service as of December 31, 2009). Completed years of service shall be determined as of December 31, 2006.

#### **ARTICLE 16 - LIFE INSURANCE**

The Township will provide group life insurance coverage equal to one and a half times an Employee's base salary to the nearest five thousand dollar unit.

#### **ARTICLE 17 - COLLEGE INCENTIVE ALLOWANCE**

Any regular full-time Employee is eligible to be a participant of the Pittsfield Township Educational Assistance Plan providing the following conditions are met:

1. The Employee must have held employment status with the Township for a period of no less than twelve (12) consecutive months on the date of starting an approved course.
2. As determined by the Director of Public Safety and/or his/her designee, and approved by the Township Board, the course is directly related to the assigned duties of the Employee in his/her present position, and direct application of knowledge to be gained in the course can be clearly stated; or the course is in preparation for possible future duties that may be assigned the Employee in his/her present position.
3. Reimbursement shall be upon proof of satisfactory completion of an approved course with a grade of "C" or better for undergraduate courses, and "B" or better for graduate courses. Reimbursement shall be one hundred per cent (100%) of tuition only. Tuition is defined as the cost of instruction only. It is not to be interpreted as including the costs of books, travel expenses, registration fees, late fees, added fees of any kind, or the cost of course credit if separate from the cost of instruction. Reimbursement for general education courses required as part of an academic degree program, except for a course which instructs the Employee in any sport, game or hobby, shall be fifty per cent (50%) of tuition only.
4. The Employee requests the tuition reimbursement and it is approved prior to starting classes.
5. The course work and class time is to be completed during off duty working hours of the Employee.

6. Evidence of satisfactorily completing the course(s) in conjunction with proof of total payment for tuition is to be presented to the department head in order to receive any tuition reimbursement from the Township.
7. Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a prorata basis from the Township's assistance payment.
8. Educational benefits will not be provided for programs beyond the bachelor's degree.
9. An employee shall be required to repay all money received under this Article in the event the employee separates from the Township within a three-year period subsequent to completion of the course, in according with the following chart:

<u>If the Employee Separates:</u>	<u>Amount to be Repaid:</u>
After less than 1 full year	Repaid in full
After 1 full year but less than 2	66-2/3% repaid
After 2 full years but less than 3	33-1/2% repaid
After 3 full years	No repayment

Repayment shall be in one lump sum to be deducted from the employee's final paycheck, a payroll deduction is hereby authorized, or reimbursement shall be made forthwith by the employee upon separation of employment in the event there are not sufficient funds in the employee's final paycheck.

10. The maximum tuition reimbursement per participant shall be \$1,500 per fiscal year for undergraduate courses only.

### **ARTICLE 18 - INSURANCE ELIGIBILITY**

Health, life, dental and optical shall become effective on the first of the month following a regular, full-time Employee's date of hire, provided the Employee is actively at work on the date the insurance is to be effective.

Health, life, dental and optical cease upon the date the Employee's services are terminated or the date the Employee is laid off or goes on a leave of absence, except as provided for under FMLA leaves of absence and except in the case of duty disability leave and prolonged illness leaves under Article 9, Section 12 where health insurance, life and dental will be continued by the Employer for the first six (6) months of said leaves. Thereafter, it shall be subject to applicable COBRA regulations.

Eligibility, coverage and benefits under the Health, Life, Dental and Optical Plans are subject to the availability of such plans and the terms and conditions contained in the contracts between the Township and the carrier(s)/provider(s). It is further agreed that the only liability assumed by the Township is to pay the premiums up to the level specified herein.

## ARTICLE 19 - FAMILY AND MEDICAL LEAVE ACT

Section 1. Any Employee desiring a leave of absence from his/her employment for other than Family and Medical Leave Act leaves, must secure written permission from the Township Supervisor. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Township Supervisor or his/her designated representative. Failure to comply with this provision shall result in the complete loss of seniority rights for the Employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a FMLA leave will be granted for one or more of the following:

- a. Because of the birth of a son or daughter of the Employee, and in order to care for such son or daughter;
- b. Because of the placement of a son or daughter with the Employee for adoption or foster care;
- c. To care for the Employee's spouse, son or daughter, or parent who has a serious health condition; or
- d. The Employee is unable to perform the essential job functions because of a "serious health condition" as provided in Article 9, Sections 12 and 13.

FMLA leaves denoted as (a) through (c) above, are only available to Employees who have been employed by the Township for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

FMLA leaves are counted against an Employee's annual FMLA leave entitlement. Under the FMLA, an Employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an Employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

If Family and Medical Leave is requested because of an Employee's serious health condition, the Employee must first use all of his/her accrued paid sick and personal leave time (in that order). If Family and Medical Leave is requested for any other reason, the Employee must first use all of his/her personal days and accrued paid vacation (in that order). The remainder of the leave will then be unpaid.

If an Employee uses paid leave (e.g., sick, vacation or personal leave) or unpaid leave under circumstances which would qualify as Family and Medical Leave, such leave will be substituted

(i.e., counted against) the Employee's twelve (12) week Family and Medical Leave entitlement if so designated by the employer.

If either the Employee or the employer designates paid leave as Family and Medical Leave after leave has begun (e.g., when an Employee requests an extension of a paid leave with unpaid Family and Medical Leave), the entire or some portion of the paid leave may be retroactively counted as Family and Medical Leave, to the extent that the leave period qualified as Family and Medical Leave.

## **ARTICLE 20 - LIMITATIONS OF AUTHORITY AND LIABILITY**

**Section 1. Prohibition of Work Stoppage or Slowdown.** Under no circumstances will the Association cause or authorize or permit any Employee to cause, nor will any Employee take part in or cause, any activity violative of Public Act 336 of 1947, as amended. Furthermore, the Union will not permit nor shall any Employee engage in any curtailment of clerical dispatch services by failure to report to work by either feigned or pretense of illness.

In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved Employee in writing that their conduct is violative of this Agreement, that they shall be disciplined for such conduct up to and including discharge, and that such Employees should immediately cease the conduct that is violative of this Agreement.

The Township shall have the right to discipline, up to and including discharge, any Employee who instigates, participates in or gives leadership to any work stoppage or curtailment herein prohibited.

The Township shall not lock out any Employee during the terms of this Agreement.

If the Association causes or authorizes Employees to engage in any conduct violative of Public Act 336 of 1947 as amended, it shall be deemed to be in breach of this Agreement until such time as such conduct ceases, and no action subsequent to the Association's causing or authorizing the violative conduct shall be deemed to mitigate in any way the damages incurring against the Association for such breach.

**Section 2. Violation of Arbitration and Grievance Procedure.** Any individual Employee or group of Employees who willfully violate or disregard the arbitration and grievance procedures set forth in Article 8 of this Agreement may be discharged by the Township without liability on the part of the Township or the Association.

**Section 3. Access to Administrative Offices.** The Township agrees that it will allow proper accredited representatives of the Association access to the administrative offices of the Township at any reasonable time for the purposes of policing the terms and conditions of the Agreement.

**Section 4. Examination of Time Sheets.** The Association shall have the right upon reasonable notice to examine time sheets at the Township offices and any other records

pertaining to the computation of compensation of any Employee whose pay is in dispute, or any other records of the Township Department pertaining to a specific grievance.

### **ARTICLE 21 - PENSION PLAN**

Municipal Employee's Retirement System (MERS) of the State of Michigan, with a B-2 and FAC-3 benefits. Employees will participate by contributing five (5) percent of their total compensation. Effective December 1, 2009, the B-2 shall be changed to the B-3.

The Association and the Township agree that the pension plan may be opened for negotiations in allowed by MERS during the wage re-openers as specified in Article 9, Section 18.

### **ARTICLE 22 - CREDIT UNION**

The Township agrees to deduct from each Employee who so authorizes it in writing a specified sum from each and every payroll, and to pay this sum to the credit union specified by such Employee not less frequently than monthly. The Employee may revoke at any time this authorization and assignment by filing with the Township and the credit union a statement in writing that he/she does not wish the Township to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Township and the credit union.

### **ARTICLE 23 - BONDS AND LIABILITY INSURANCE**

Section 1. **Bonds.** Should the Township require any Employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Township.

The primary obligation to procure the bonds shall be on the Township. If the Township cannot arrange for a bond within ninety (90) days, it must so notify the Employee in writing. Failure to give such notice shall relieve the Employee of the bonding requirement. If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangement. Standard premiums only on said bond to be paid by the Township for bonds applicable to all other Employees.

If there is any excess premium to be paid, it shall be paid by the Employee.

Section 2. **Liability Protection.** The Township shall provide liability protection for all Township clerical dispatchers.

## ARTICLE 24 - EQUIPMENT, HEALTH AND WELFARE

### Section 1. Unsafe Vehicles.

- (a) The Township shall not require Employees to take out on the streets or highways any unsafe vehicle. It shall not be in violation of this agreement where Employees refuse to operate such equipment unless such refusal is unjustified or "unreasonable under the circumstances," in which case the Employee may be subject to discipline up to and including discharge. Determination of justifiable cause shall be left to the discretion of the Director of Public Safety.
- (b) The Township shall not require an Employee to use, operate or carry any equipment that is unsafe. Determination of condition shall be left to the discretion of the Director of Public Safety.

Section 2. Appeal Regarding Unsafe Vehicles. When the occasion arises where an Employee gives written report forms in use by the Township on a vehicle being in an unsafe operating condition, and received no consideration from the Director of Public Safety, he/she shall take the matter up with the officers of the Association who will take the matter up with the Director of Public Safety.

## ARTICLE 25 - WORKER'S COMPENSATION INSURANCE

The Township agrees to cooperate toward the prompt settlement of Employee on-the-job injury and sickness claims when such claims are due and owing. The Township shall provide Worker's Compensation protection for all Employees.

## ARTICLE 26 - MILITARY SERVICE

Section 1. Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States shall, within thirty (30) days after termination of such service, shall be offered re-employment in his/her previous position unless the circumstances have so changed as to make it unreasonable to do so.

Section 2. Probationary Employees. A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period.

Section 3. Leaves of Absence for Veterans.

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement. Employees shall not accrue seniority or benefits during such leaves of absence.

- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township when they are on full-time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the Township may extend this limit in proper cases.
- (c) The above sections shall be subject to re-negotiations in the event the granting of such leave becomes a hardship on the Township.

### ARTICLE 27 - RESIGNATION

The Township requires the resignation process to be an orderly procedure, and thus the following rules shall apply.

- (a) A written notice of resignation must be given to the Director of Public Safety at least two (2) weeks prior to the termination date, giving both date and reason for leaving. Proper notice will allow the Township to secure a suitable replacement and will entitle the Employee to any earned terminal benefits.
- (b) Failure to give proper notice, without good cause, may result in cancellation of terminal benefits and will be recorded in the Employee's permanent personnel record.

### ARTICLE 28 - ASSOCIATION RIGHTS

Section 1. Discussion of Association Business. Members shall be permitted to discuss Association business with other members during duty hours, provided such discussions shall not interfere with the performance of the member's duties.

Section 2. Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the Clerical Dispatchers Association.

Section 3. Special Conferences. Special conferences on important matters will be arranged between the Union and the Township or their designated representative. Such meetings shall be between one or more representatives of the Township and representatives of the Association. Arrangements for such special conferences 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. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

Conferences shall be held on a work day. It is recognized that such special conferences are for clarification of questions and not for resolutions of problems. Hence, this section shall not be deemed to expand in any way the duty of the Township to bargain with the Association.

Section 4. Equality of Treatment. It is agreed by the Township and the Association that the Township shall provide equality of opportunity, consideration and treatment of all members of

the unit and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Township in all phases of the employment process.

Section 5.     Township Department Personnel Files. A member's personnel file shall be kept under the control of the Director of Public Safety.

- (a)     The Township shall not allow anyone other than officers of the Township to read, view, have a copy of, or in any way pursue in whole or in part, a member's personnel file or any confidential document which may become a part of his/her file, except as provided by statute.
- (b)     All personnel files must be kept and maintained in the confines of the Director of Public Safety.

### ARTICLE 29 - GENERAL

Section 1.     Discrimination. Neither members nor applicants for employment in the Township Department shall be discriminated against because of race, religion, sex, creed, color, or national origin. Active efforts shall be made to encourage applicants for employment in the Department from all racial, religious and nationality groups. The Township shall take steps to assure that the Department assignments and promotions are given on an equal and non-discriminatory basis. Membership in the Union shall be open to every Employee covered by this contract on a non-discriminatory basis.

Section 2.     Aid to Other Organizations. The Township will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization, for the purpose of undermining the Association's representation of members of the Department.

Section 3.     Provision of Legal Counsel. The Township shall provide to the Employee such legal assistance in conjunction with existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said Employee is in the performance of his/her public safety duties and responsibilities; provided that there is no obvious and purposeful violation of the law by the Employee. This shall apply only to civil suits.

Section 4.     Jury Duty. An Employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

**Section 5. Bulletin Boards.** The Township will provide a bulletin board in the Department of Public Safety which may be used by the Union for posting of notices. The posting of anything which could be construed as derogatory in nature shall strictly be prohibited. The designated Union representative shall be responsible for policing of the bulletin board in compliance with this contractual agreement.

- (a) Notices of recreational and social events
- (b) Notices of election.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Miscellaneous items placed on the board by Employees, such as "for sale" notices.
- (f) Union activities.

### **ARTICLE 30 - SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association or the Township for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Township or Association in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

### **ARTICLE 31 - TERMINATION AND MODIFICATION CLAUSE**


This Agreement shall be in full force and effect from January 1, 2010 to and including, December 31, 2014 and shall continue in effect for successive yearly periods after December 31, 2014, unless written notice is given by either the Police Officers Labor Council or Pittsfield Charter Township at least one hundred twenty (120) days prior to December 31, 2014, of its desire to modify, amend or terminate this Agreement. Negotiations shall commence no later than ninety (90) days prior to the expiration date of this Agreement. In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

**ARTICLE 32 - INTERPRETATION**

Nothing in this contract shall be held to conflict with the law of the United States and the State of Michigan relating to veteran's preferences, wage and hour laws, worker's compensation or other similar laws.

IN WITNESS HEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.


PITTSFIELD CHARTER TOWNSHIP

By:   
Mandy Grewal, Supervisor

Dated: 6/3/10

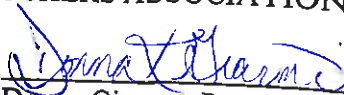
By:   
Alan Israel, Clerk

Dated: 6-7-2010


By:   
Matthew Harshberger  
Director of Public Safety

Dated: 6/1/10

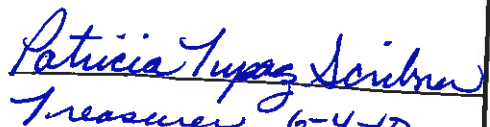
PITTSFIELD TOWNSHIP CLERICAL  
DISPATCHERS ASSOCIATION

By:   
Donna Giarmo, President

Dated: 6-1-10

By:   
Duane Smith, POLC

Dated: 6-2-10

By:   
Patricia Tupas Scribner  
Treasurer 6-4-10

PITTSFIELD CHARTER TOWNSHIP  
POLC - CLERICAL DISPATCHERS ASSOCIATION SENIORITY LIST

Bartenslager	Charles	Dispatch	12/16/93
Giarmo	Donna	Records Bureau Sec	07/29/98
Brassow	Lois	Dispatch	04/12/99
Nowacki	Philip	Dispatch	10/05/99
Daniels	Stephanie	Dispatch	02/06/05
Mastin	Takisha	Dispatch	05/01/05
Turri	Amy	Dispatch	08/22/05
Lampley	Jeff	Dispatch	05/15/07
Trinka	Zachary	Dispatch	05/30/07

