

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SILVER LAKE TOWNSHIP POLICE OFFICERS
AND
SILVER LAKE TOWNSHIP**

EFFECTIVE - JANUARY 1, 2011 - DECEMBER 31, 2013

I. PURPOSE AND INTENT

This Agreement entered into, effective the 1st day of January 2011, by and between the Silver Lake Township full-time police officers (hereinafter known as "Police") and Silver Lake Township (hereinafter known as "Township") has as its purpose the promotion of harmonious relations between the Township and Police. The terms and conditions established in this Agreement shall be effective January 1, 2011.

II. RECOGNITION

The Township hereby recognizes the Silver Lake Township Police as the sole and exclusive bargaining agent for all full-time police officers employed by the Township.

III. MANAGEMENT RIGHTS

The Township has, retains and shall possess and exercise all privileges and authority it possessed prior to the execution of this Agreement, except only such as are restricted by this Agreement. Examples of the rights of the Township are, but not limited to, the exclusive right to direct the work force and manage all of the Township's physical facilities, determine the budget for the operation of the police department, determine the operation of the department, hire regular full-time officers, utilize part-time officers as it deems appropriate, determine the size and composition of the department, determine the assignments and shifts (including the number of shifts, if any) and the number of hours of each shift of the officers, discipline and discharge officers for just cause, layoff or recall employees, establish means and procedures whereby efficiency will be maintained in the police department, determine what actions are necessary to carry out assigned missions which the Township may unilaterally determine, assign specific work to specific employees, promulgate regulations governing the work of all employees and require compliance by the employees therewith, and generally control and direct the operations of the Police except as may be restricted by this Agreement.

IV. WORK WEEK

The normal work day shall consist of eight (8) consecutive hours. The normal work week for full-time police officers shall consist of forty (40) hours. Overtime compensation, at the rate of one and one half (1½) the applicable hourly rate, will be paid for all hours worked in excess of forty (40) hours in a work week. Other than an emergency, prior approval of a Supervisor is necessary before performing overtime. The Township retains the right to schedule the Chief of Police or any other full-time officer for less than eight (8) hours in a work day or less than forty (40) hours in a work week. Even if these positions are scheduled for less than forty (40) hours in a work week, they will be considered to be full-time police officers and entitled to benefits in accordance with this Agreement. If an officer works more than forty (40) hours in a work week, he/she has the option of receiving payment for all hours worked in excess of forty (40) in a work

week or compensatory time, based on one and one half (1 ½) hours of compensatory time for each hour worked in excess of forty (40) in a work week.

V. PAID TIME OFF

Each full-time police officer, who has worked a minimum of one thousand (1,000) hours in the preceding calendar year, shall be entitled to fifteen (15) days off, with pay. This time can be used, at the discretion of the officer, for vacation, personal days, sick days or bereavement leave. These days may not be accumulated and must be utilized during the calendar year. If an officer wishes to use three (3) or more full days of paid time off consecutively, he/she must submit a request to the Township as far in advance as possible. If both full-time officers request the same period of time off, the officer with the longest length of service will be given preference. If a full-time officer will be out of work due to illness or due to any other emergency for which notice could not be provided, he/she must notify the Township as quickly as possible. If an officer is ill for three (3) or more consecutive days, he/she may be required to provide the Township with a doctor's note when returning to work. Paid time off may be used only in half-day increments.

VI. HOLIDAYS

The following days shall be considered as paid holidays for full-time police officers: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Any full-time officer who works on any of the above holidays shall be paid time and one half for all hours worked on the holiday.

VII. HEALTH INSURANCE

The Township, at its own cost, shall continue to provide all full-time police officers with the current health and dental insurance. If a full-time officer is entitled to coverage from any other source, he or she must opt out of the Township plan. The Chief and all full-time officers will contribute \$14.30 per month for the current dental coverage and \$19.30 per pay period for the current medical coverage. If the rates to the Township are increased by the carrier, the amounts contributed will be increased by the same percentage.

VIII. WAGE RATE

The Chief of Police currently receives an annual salary of \$35,000.00. The hourly rate for the position of Chief of Police is \$16.83. The Sergeant in the Police Department currently receives an annual salary of \$30,000.00. The hourly rate for the position of Sergeant is \$14.43. Full-time police officers shall be compensated in accordance with the following rate increases:

2011	0%
2012	0%
2013	1½ %

IX. CLOTHING

The Township shall provide each officer with police uniforms.

X. SEVERABILITY OF PROVISIONS

If any provision of this Agreement or application thereof to any officer is held invalid, the remainder of this Agreement shall not be effected thereby, and for this purpose the provisions of this Agreement are declared severable.

XI. DISCHARGE AND DISCIPLINE

No employee shall be discharged or otherwise disciplined in any manner unless for just cause.

XII. GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute, controversy or complaint arising between a police officer and the Township as to the violation of this Agreement or as to his or her discipline by the Township. A full-time police officer who has a grievance under this contract must present it in writing to the Township Supervisors within five (5) calendar days after the occurrence of the act which the officer believes gives rise to the grievance. Any grievance not filed within this time frame shall be deemed waived. The Supervisors shall submit a written response and decision on the aggrieved matter within fourteen (14) calendar days after its receipt. If the officer is not satisfied with the response, he or she may, within fourteen (14) calendar days of the receipt of the decision from the Board of Supervisors may appeal this decision to binding arbitration in accordance with the voluntary labor rules of the American Arbitration Association. All fees and expenses of the arbitrator appointed shall be born equally by the parties. The award of the arbitrator shall be final, conclusive and binding upon the parties.

XIII. SCOPE OF AGREEMENT

During the negotiations resulting in this Agreement, the Township and the Police each had the unlimited right and opportunity to make demands and proposals. This Agreement contains the entire understanding and agreement of the parties and any changes, must be reduced to writing and executed by both the Township and the Police.

The parties hereto, through their respective representatives and dully authorized agents, intending to be legally bound hereby have set their hands and seals to this Agreement this 4th day of April, 2011.

SILVER LAKE TOWNSHIP

Francis Fruehan

Francis Fruehan - Chairman

Evan G. Everitt

EVAN G EVERITT

Sandra Brink

SILVER LAKE TOWNSHIP FULL-TIME POLICE OFFICERS

Chief Timothy Burgh
Chief Timothy Burgh

Sgt. Dennis M. Moore Jr

Sgt. Dennis M. Moore Jr

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