

3677

6/30/99

**COLLECTIVE BARGAINING AGREEMENT**

between

**CITY OF ORCHARD LAKE**

-and-

**POLICE OFFICERS LABOR COUNCIL**

**ORCHARD LAKE PATROL OFFICERS**

*Orchard Lake Village, City of*

**JULY 1, 1996 - JUNE 30, 1999**

**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

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**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

An Agreement between the City of Orchard Lake Village ("Employer") and the Police Officer's Labor Council, and the City of Orchard Lake Village Patrol Officers.

**ARTICLE I. DEFINITIONS**

As used in this Agreement and except as its context may otherwise require:

- (a) "Employer" means the City of Orchard Lake Village, a Michigan Municipal Corporation.
- (b) "Union" means Police Officers Labor Council.
- (c) "Employee" means an individual described in Section 2.1.
- (d) "Unit" means the Employees collectively.
- (e) "Work Day" means a twenty-four (24) hour period beginning at 12:01 A.M.
- (f) "Work Week" means a seven (7) day period beginning at 12:01 Monday.
- (g) "Fiscal Year" means a twelve (12) month period beginning on July 1 of each year.
- (h) "Seniority Defined" means seniority to be determined first by a member's rank, consecutive time in rank and finally by the member's length of service in the department.

**ARTICLE II. RECOGNITION**

**Section 2.1 EMPLOYEES COVERED.** This Agreement applies to all regular, full-time Patrolmen and Sergeants of the City of Orchard Lake Village.

**Section 2.2 PERSONS NOT COVERED.** This Agreement does not apply to any person employed by the Employer as Chief of Police, office clerical employee, on-call employee, casual employee, temporary employee, or to any person not described in Section 2.1.

**Section 2.3 PART-TIME POLICE OFFICERS.** Part-Time police officers may be employed by the City, provided that the current number of full-time members of the bargaining unit, as of the date of signing this Agreement, is maintained.

**ARTICLE III. UNION STATUS**

**Section 3.1 Recognition.** The Employer recognizes the Union as exclusive collective bargaining representative of the Unit. However, any individual Employee or group of Employees has the right to present a grievance to the Employer and have it adjusted without intervention by the Union so long as the adjustment is not inconsistent with the Agreement and the Union has been given an opportunity to be present at the time such grievance is presented.

**Section 3.2 Union Membership.** The Employer will not discriminate against any Employee on the basis of his membership or non-membership in the Union. No Employee shall, as a condition of continued employment with the Employer, be required to become a member of the Union.

**Section 3.3 Initiation Fee and Checkoff.** During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the periodic dues and initiation fee required by the Constitution and Bylaws of the Union from the pay of each Employee who elects to join the Union and who executes or has executed the "Authorization for Payroll Deduction" form. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted, together with an itemized statement, to the Treasurer of the Union within fifteen (15) days from the date such initiation fee or dues are withheld from an Employee's pay.

**Section 3.4 Union Steward.** The Union may have one steward and one alternate steward, each of whom must be an Employee. The steward and the alternate steward shall represent the Employees with respect to this Agreement. The names of the Employees selected as steward and alternate steward shall be certified to the Employer in writing by the Union. The alternate steward shall have authority to represent the Employees under the terms of this Agreement only when the steward is not on duty.

**Section 3.5 Steward's Pay for Local Union Representation.** The Union steward will be permitted reasonable time off to function in the grievance procedure when required, as set forth in Article X, and to investigate grievances in his area of representation. Before taking such time off, the steward must obtain permission from his supervisor to leave his duty station for such activity. Pay for such time shall be at the Employee's regular rate of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) Employee per shift shall receive pay for such activity during any Work Day. When the steward is off duty and is called in for Union business, he shall be paid his regular compensation rate for time spent on such business and Section 6.3 shall not apply.

**Section 3.6 Union Bulletin Board.** The Employer will make a bulletin board area available for the use of the Employees and the Union for the purposes of posting

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notices of Union activities and other official announcements. Said bulletin board shall not be used by any employee for personal business.

### **ARTICLE IV. EMPLOYEE STATUS**

**Section 4.1 Probationary Period.** An Employee will be on probation until he has worked for a period of one (1) year in a position covered by this Agreement following (a) his initial employment by the Employer or (B) his re-employment after loss of seniority, as the case may be. During this time, he will be subject to termination at the Employer's sole discretion and will have no rights under Section 4.2 of this Article with respect to such termination.

### **Section 4.2 Disciplinary Procedure and Members' Rights.**

1. The intent and purpose of this Article is to provide progressive disciplinary action. When employee disciplinary action is necessary, the following disciplinary option are available to the Department.

(a) Written Reprimand. This form of discipline is usually at the level of the Chief of Police who shall be empowered to reprimand a member in writing for misconduct or work deficiencies. A copy of any written reprimand will be submitted to the Union Steward, if requested by the member.

1. A written reprimand may be appealed to the City Council.
2. Subject to the grievance procedure.

(b) Chief's Hearing. Upon full investigation of allegations against an employee, the Chief may conduct a hearing and render any disciplinary penalty including a suspension or discharge. The Chief's decision will be transmitted in writing to the member and if he so requests, to the Union president within five (5) working days of the completion of the hearing.

2. Appeals Process. All cases of discipline may be processed as a grievance or to arbitration.
3. The City agrees that upon imposing discipline, the Union representative may be notified in writing of the action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. This section does not pertain to employee counseling.
4. All written reprimands, which have been in the employee's file for a period of four years, shall, at the request of the employee, be removed. Suspension disciplines shall not be removed from personal files.

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5. The Department shall give a member at least five (5) working days notice with a copy to the union of any disciplinary matters scheduled to be heard at a Chief's Hearing.
6. An association officer, legal Counsel, or both shall have the right to be present at all disciplinary hearings at the request of the member. The legal counsel shall be permitted to cross-examine all witnesses against the member, if testimony is taken.
7. Throughout all disciplinary hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.
8. Whenever a member is under investigation or subjected to interrogation by his Supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:
  - a. The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
  - b. No interrogation shall begin until the member has been notified that he has a right to have counsel or an officer of the Union present.
9. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warnings, or both, and shall be given a reasonable time to act in accordance with such rights. After a member is ordered to make any written statement in response to any alleged misconduct on his part, he shall have at least thirty-six (36) hours from the time of the order to comply.
10. A member who is charged with a felony or misdemeanor may be suspended by the Chief of Police without pay until such time that the case is completed and a decision is rendered at a Chief's Hearing. A Chief's Hearing may be conducted regardless of the outcome of the criminal case.
11. Any member may be temporarily suspended, with pay, from duty by any superior officer in order to insure the good order and efficiency of the department.
12. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.



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13. All suspension days will be deducted from the member's total departmental service time for the purpose of determining a member's seniority.
14. Any claims for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of base wages, that the employee would have earned.
15. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.
16. Any member who is accused of violating any criminal law, city state or federal shall be entitled to his full rights under the State and Federal Constitutions, without being disciplined for exercising such rights unless specifically excepted in this Agreement.

**Section 4.3 Seniority Acquisition.** An Employee will acquire seniority after completing his probationary period and his seniority will then date from the start of his employment. Employees starting work on the same date will have equal seniority.

**Section 4.4 Seniority Accrual.** An Employee whose employment has not been terminated by resignation, discharge or death will accrue seniority as follows:

- a. While actively at work;
- b. While on holiday or vacation;
- c. For the part of any leave for military service preceding any voluntary extension of such service, so long as he complies with the conditions of such leave and he has a statutory right to re-employment;
- d. For the duration of any leave for illness or disability so long as he complies with the conditions of such leave.

**Section 4.5 Retention of Seniority.** An employee whose employment has not been terminated by resignation, discharge or death will retain, but not accrue, seniority under the following circumstances and conditions:

- a. While on leave of absence other than one specified in Section 4.4, so long as he complies with the conditions of such leave;
- b. While on promotion or assignment to a position not covered by this Agreement, not to exceed ninety (90) days;
- c. While on layoff, not to exceed one (1) year.

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**Section 4.6 Loss of Seniority.** Except as otherwise stated in this Section 4.6, an Employee will lose seniority and all re-employment rights by:

- a. Resignation;
- b. Discharge, unless such discharge is remitted by a valid arbitration award either accepted by the Employer or judicially confirmed;
- c. After one (1) year of continuous layoff;
- d. Absence from work without notifying the Employer in advance or without providing a reasonable and valid excuse;
- e. Failure to report for work on schedule from a vacation
- f. After one (1) year of absence for illness or disability;
- g. Voluntary extension of military service unless Federal Law provides for retention of seniority in such circumstances.

**Section 4.7 Order of Layoff and Recall.** The Employer will lay off Employees in inverse seniority order, subject to the ability of each senior Employee to satisfactorily perform the remaining available work. The Employer will recall laid off Employees in seniority order subject to the ability of the seniority Employee to do the work available.

**Section 4.8 Layoff and Recall Procedure.** The Employer will recall an Employee from layoff by certified mail to the Employee's address, as shown on the last payroll record which the Employer has in its records. This notice will specify a date and time not earlier than ten (10) days from its mailing date for the Employee to return to work. The Employee will, by letter mailed within five (5) days from the date of mailing of such notice, notify the Employer that he accepts such recall. If he fails to so notify the Employer, his seniority rights will terminate and he will be deemed to have resigned. If he accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority rights will terminate and he will be deemed to have resigned.

**Section 4.9 Promotions.** All Patrolmen are required to have three (3) years seniority in order to be eligible for promotion to Sergeant.

### **ARTICLE V. WORK TIME**

**Section 5.1 Normal Workday.** A normal workday will be eight (8) consecutive work hours, including a one-half (1/2) hour meal period.

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**Section 5.2 Normal Work Week.** A normal work week will be five (5) consecutive normal workdays.

**Section 5.3 Work Obligation of Employee.** Unless he has a reasonable and valid excuse, an employee will work (a) the time assigned to him as normal workday and work week, and (b) such reasonable overtime and in-service training as the Employer may require.

**Section 5.4 Work Obligation of Employer.** The Employer has no obligation to assign overtime work to any Employee. The Employer will post a schedule of Employee's work assignment five (5) days in advance of its start, but may change such assignment by direct personal notice to the Employee at least forty-eight (48) hours before said change for any reason it considers essential to its operations, and may change the Employee's assignment without advance notice to the employee (a) in an emergency or circumstances beyond the Employer's control, or (b) when accommodating the particular Employee involved.

### **ARTICLE VI. COMPENSATION OF EMPLOYEES**

**Section 6.1 Pay Basis.** Except as otherwise expressly stated in this Agreement, an Employee will be paid only for time actually worked.

**Section 6.2 Regular Compensation.** An Employee's regular monthly rate of compensation is one-twelfth (1/12) of his annual compensation. An Employee shall be paid one-half (1/2) his monthly compensation on the fifteenth and one-half (1/2) on the last day of each month. If the fifteenth or the last day of a month falls on other than a regular workday, an Employee shall be paid on the preceding workday. During the period of this Agreement, the annual compensation referred to in this Section 6.2 shall be determined pursuant to the schedule set forth in Exhibit A attached hereto and made a part of this Agreement.

**Section 6.3 Premium Compensation.** An Employee's hourly rate of compensation for work exceeding his normal work day or work week (overtime) shall be one and one-half (1 1/2) times his regular hourly rate of compensation. An Employee's hourly rate of compensation shall be determined by dividing his regular annual rate of compensation by 2,080 hours. Compensation of overtime work will be computed in quarter (1/4) hour segments to the nearest quarter (1/4) hour. No Employee will be entitled to overtime pay for:

- a. Voluntary reassignment, (officer motivated);
- b. The member who is assigned to the flexible schedule;
- c. School Assignments on a voluntary basis.

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**Section 6.4 Call Back Work.** An Employee's compensation rate for work required by the Employer not contiguous to his schedule shift will be one and one-half (1 1/2) times his regular compensation rate.

**Section 6.5 Limitation on Premium Compensation.** Except as required by law, no premium compensation rate will apply to work performed by an Employee under a schedule arranged or rearranged to accommodate him.

**Section 6.6 Pyramiding or Compounding of Compensation.** Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement. If more than one type of compensation or compensation rate would otherwise apply to the same work, only the higher rate will apply.

### **ARTICLE VII. PAY FOR TIME NOT WORKED**

**Section 7.1 Court Appearances.** An off duty Employee who is required to appear in court as a part of his employment with the Employer will be guaranteed a minimum of two (2) hours' pay at the premium compensation rate specified in Section 6.3. The City will provide a pager to an employee on standby for court.

**Section 7.2 Holidays.** There will be twelve (12) accrued holidays: New Year's Day, Two days for Memorial Day holiday, two days for the Independence Day holiday, two days for the Labor Day holiday, Thanksgiving Day, Christmas Day, Easter, one-half day on Christmas Eve, one-half day on New Year's Eve and Martin Luther King day.

Because the Employer's full-time operation is essential to the health, welfare and safety of the citizens of the City of Orchard Lake Village, Employees will not be excused from work on the holidays designated above, but will accrue holiday leave at the rate of eight hours' holiday leave annually in lieu of each holiday so designated herein. In addition the holiday leave time shall not be taken before the holiday occurs.

**Section 7.3 Entitlement to Holiday Leave.** To be entitled to accrue holiday leave under the provisions of Section 7.4, an Employee must (a) work his first regularly scheduled work day after the holiday so designated and scheduled, and (b) work the holiday itself if scheduled to work it. If an Employee fails to comply with the requirements of clauses (a) and (b) of this Section 7.3, he will not accrue any holiday leave for the holiday period during which his failure occurred. The Employer may excuse an Employee from the requirement of said clauses (a) and (b) for authorized absence from work under the terms of this Agreement or other cause the Employer deems sufficient, provided the Employee promptly notifies the Employer of such cause.

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**Section 7.4 Consumption of Holiday Leave.** An Employee shall consume his accrued holiday leave by taking one (1) hour off with pay, at his regular hourly compensation rate at the time the holiday leave is taken, for each hour of holiday leave accrued by him.

**Section 7.5 Holiday Leave Schedule.** Holiday leave shall be scheduled in conjunction with the scheduling of vacation leave and according to the procedure set forth in Section 7.8. The Employer shall have the right to designate the periods available for holiday leave consumption.

**Section 7.6 Vacation.** Upon successful completion of the probationary period and retroactive to his seniority day, an Employee will accrue vacation leave for work in the unit according to his seniority date, an Employee will accrue vacation leave for work in the unit according to his seniority, based on the following schedule:

<b><u>Years of Seniority</u></b>	<b><u>Number of hours of Vacation Leave during a Calendar Year</u></b>
1 year but less than 5 years	80
5 years but less than 12 years	120
12 years or more	160

Each hour of accrued vacation time will entitle an Employee to one (1) hour off with pay or to commute one (1) hour of accrued leave to cash pursuant to the terms of Section 7.7. Employees must consume in time taken off or in cash their vacation entitlement within each calendar year under the provisions of Section 7.7 and may not carry any vacation entitlement into the next calendar year unless an exception is granted by the Mayor.

**Section 7.7 Consumption of Vacation Time.** The vacation period will be the calendar year and an Employee shall consume his vacation time on an annual basis during the year for which it was accrued by either (a) taking one (1) hour off, with pay at his regular hourly compensation rate at the time of the vacation, for each hour of vacation leave accrued by him, or (b) by having a maximum of eighty (80) hours of accrued vacation leave commuted to cash and paid to him on the basis of one (1) hour's pay, at his regular compensation rate at the time the vacation leave is commuted to cash, for each hour of vacation leave accrued by him and not consumed under clause (a) or (c) of this Section 7.7 or (c) by having accrued vacation leave commuted to his sick leave bank provided for in Section 7.14, on the basis of one (1) day for each eight (8) hours of vacation leave accrued by him and not consumed under clause (a) or (b) of this Section 7.7. The number of days to be added to an Employee's sick leave bank pursuant to this clause (c) shall not exceed the number of days which, when added to the number of days in said bank at the end of the calendar year during which his vacation time was accrued, shall equal twenty-four (24). Any days added to an Employee's sick leave bank pursuant to this clause (c) shall be subject to the provision

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of Section 7.14. Employees will have the option to convert vacation leave to cash in June and December of each year.

**Section 7.8 Vacation Schedule.** Vacation requests shall be submitted to the Employer in the following manner:

- a. Requests for vacation during the first four calendar months of the year shall be submitted on or before November 15th.
- b. Requests for vacation during the second four month period of the calendar year shall be submitted on or before March 15th.
- c. Requests for vacation for the final four month period of the calendar year shall be submitted on or before July 15th.

The Employer will then assign vacation based on seniority and its need to meet its operating requirements.

Vacation on Christmas and Christmas Eve will be permitted only if one or both days occur on the Employee's normal day off.

**Section 7.9 Employee Training and Development.** The Employer may require its Employees to attend police schools where they will obtain training appropriate to their employment with the employer. Such schooling will be scheduled and determined by the Employer.

Employees will be entitled to a minimum two hours compensation at their time and one-half rate for required training attended at a time the employee is not scheduled to work and which lasts less than two hours.

**Section 7.10 Weapons Training.** Each Employee shall attend one weapons training session per month at the Oakland County Sheriff's Department firing range or equivalent facility. One session in each twelve-month period shall be used for familiarization of shotgun and rifle. Notwithstanding the provisions of Section 7.11, time spent at such training sessions shall not be considered as time worked unless the Employee is on regular duty during a scheduled training session. Each Employee who participates in a weapons training session shall be paid a weapons training allowance. The amount of the weapons training allowance payable to an Employee who participates in one weapons training session each month shall be \$600.00 (six hundred dollars), one-half (1/2) of such amount being paid on August 1 and the other half on February 1 of each year

**Section 7.11 Training and Development Work Hours.** Except as otherwise provided in Section 7.10, if any Employee is required to attend in-service training or school during any regularly scheduled workday, all time spent in attendance at such training or

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school shall be considered as time worked on that day for the purpose of Section 5.1, 5.2, and 6.3, provided, however, that no Employee shall be entitled to more than eight (8) hours' work credit for the attendance at any such training or school program on any one calendar day.

**Section 7.12 Personal Leave.** An Employee may be granted personal leave under the following conditions and in the following amounts:

- a. An Employee shall be entitled to twenty-four (24) hours leave with pay for personal business during the Fiscal Year;
- b. An Employee shall be entitled to an additional sixteen (16) hours of personal leave where there is serious illness or death in his immediate family, which shall include the Employee's spouse, child, brother, sister, parents, parents-in-law or grandparents and shall be entitled to an additional twenty four (24) hours of personal leave where there is a death in the immediate family including spouse, child, brother, sister, or parent;
- c. An Employee may be granted additional personal leave in such circumstances as the Employer, in its sole discretion, shall approve.

Leave granted pursuant to clause (c) above will be deducted from the Employee's vacation or holiday leave accrued hereunder. In the event an Employee has no vacation or holiday pay accrued, all personal leave granted by the Employer under (c) above shall be treated as a leave of absence without pay. An Employee shall consume all personal leave available under clauses (a) and (b) above before making any application for leave under (c).

Personal leave time not used in a Fiscal Year will be lost and shall not be carried into the next Fiscal Year.

**Section 7.13 Injury Leave.** Every Employee who is unable to work as the result of an injury received in the performance of his duties for the Employer shall receive compensation during the period of disability from such injury for the following periods and in the following amounts:

- a. During the first seven (7) days of disability the Employee shall receive full pay;
- b. After the first seven (7) days of disability, an Employee who is eligible for Worker's Compensation under the laws of the State of Michigan will be paid directly by the Employer's Worker's Compensation insurance carrier. The Employer will pay an Employee eligible for such Worker's Compensation benefits the difference between his paid insurance benefits and his weekly wage while he receives Worker's Compensation for a period of six (6) months.

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Following the expiration of such six-month period, the Employer's direct payment obligation hereunder shall cease;

- c. Any Employee who is ill or injured must report said illness or injury to the Employer immediately in order to be eligible for medical leave hereunder. If an Employee is absent for more than three (3) consecutive working days because of illness or injury, that fact must be confirmed by letter addressed to the Employer by a duly licensed physician or by other evidence satisfactory to the Employer. An Employee granted medical leave hereunder shall be entitled to one (1) hours' compensation at his regular hourly compensation rate at the time the leave is taken for each hour of medical leave consumed by him up to a maximum of eight (8) hours for each normal working day missed due to said non-compensable illness or injury.

**Section 7.14 Sick Leave.** All Employees will receive credit for one (1) sick day per month to a maximum of twelve (12) sick days per Fiscal Year. All sick days not used will be paid off at the end of each Fiscal Year based on an Employee's current compensation rate if the Employee has accumulated a bank of thirty (30) days, otherwise the Employee will apply any unused sick days each Fiscal Year to the bank for the purpose of bringing the bank up to thirty (30) days. Employees may accumulate an additional thirty (30) days in his/her bank but in no case shall the additional thirty days be included in the Employee's final average compensation. Sick day credits will not be given for any month in which an Employee is absent for reasons other than a job-related injury. Upon retirement, any remaining days in said bank shall be paid out on the Employee's current rate of regular compensation. Any compensation over thirty (30) days shall not be included in an employee's final average compensation for pension purposes. The bank of days shall be lost if the employee quits, is terminated, discharged or leaves the Employer's employment for any reason prior to retirement.

**ARTICLE VIII. MISCELLANEOUS MONETARY BENEFITS**

**Section 8.1 Tuition Reimbursement for Course Work Not Required by the Employer.** The Employer will reimburse Employees for course work tuition under the following circumstances:

- a. The course and the school are approved in advance by the Employer;
- b. he Employee successfully completes his course work as required by the school;
- c. The Employee remains in the employ of the Employer for twelve (12) months following the completion of the course work for which tuition reimbursement is sought. If the Employee leaves the employ of the Employer for any reason prior to the end of said twelve (12) month period, the tuition paid by the Employer for such course work will be deducted from the Employee's pay.



**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

**Section 8.2 Health and Accident Insurance.** The Employer agrees to provide health and accident insurance coverage as set forth in Exhibit B attached hereto and made a part of this Agreement.

**Section 8.3 Dental Insurance.** The Employer agrees to provide dental insurance coverage as set forth in Exhibit B attached hereto and made a part of this Agreement.

**Section 8.4 Optical Insurance.** The Employer agrees to provide an optical plan as set forth in Exhibit B attached hereto and made a part of this Agreement.

**Section 8.5 Group Disability and Life Insurance.** The Employer agrees to provide Group Disability and Life Insurance as set forth in Exhibit B attached hereto and made a part of this Agreement.

**Section 8.6 Retirement.** The Employer agrees to provide retirement benefits under the Michigan Municipal Employee's Retirement System, Plan B-2, with waiver of Section 47.F with twenty-five (25) years of service.

**Section 8.7 False Arrest Insurance.** The Employee agrees to provide false arrest insurance as set forth in Exhibit B attached hereto and made a part of this Agreement.

**Section 8.8 Longevity.** Each Employee who has at least five (5) years of seniority shall be paid longevity pay. The annual amount of longevity pay shall be based on an Employee's seniority and percentage of his annual base pay and shall be determined from the schedule below:

<b><u>Years of Seniority as of Date on Which Longevity Payment is Made</u></b>	<b><u>Percentage of Annual Base Pay</u></b>
Less than five (5) years	0
Five (5) but less than ten (10) years	3%
Ten (10) but less than fifteen (15) years	5%
Fifteen (15) or more years	7%

Each employee shall have the option of receiving the total amount of his annual longevity pay at the end of the Fiscal Year (June 30) or receiving one-half (1/2) of such pay at the end of the first pay period in December and one-half (1/2) of such pay at the end of the last pay period in June.

In the event an Employee moved from one seniority class in the schedule to a higher seniority class during the Fiscal Year, his longevity pay for such year shall be pro-rated on the basis of the schedule set forth above in this Section 8.8.

## POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99

**Section 8.9 Uniform Allowance.** Each Employee shall provide himself the uniform clothing and equipment necessary for assumption of his duties with the Employer. The Employer shall pay each Employee a uniform allowance of one thousand one hundred dollars (\$1,100.00) annually for the maintenance, cleaning, repair and replacement of his uniform clothing and equipment. New Employees shall be provided a \$250.00 purchase order for uniforms.

The annual uniform allowance provided in this Section 8.9 shall be paid in two (2) equal installments on December 1 and June 1 of each Fiscal Year, provided that no Employee shall receive any such allowance until he shall have completed one-half (1/2) of his probationary period. Upon completion of one-half (1/2) of his probationary period, any Employee shall be entitled to receive the next regularly scheduled uniform clothing and equipment in conformity with the rules and regulations established by the Employer.

### **ARTICLE IX. WORK OR BUSINESS INTERRUPTION**

**Section 9.1 Strike or Lockout.** Neither the Union nor any Employee will instigate, encourage or engage in any strike, work stoppage, work interruption or other activity which would violate Act 336 of the Public Acts of 1947 as amended. The Employer will not engage in any lockout during the period of this Agreement.

**Section 9.2 Union Obligation and Liability.** In the event of any violation of Section 9.1, the Union will immediately, on the Employer's request:

- a. Declare by whatever means the Employer may reasonably request that such action is unauthorized and in violation of this Agreement and Michigan Law;
- b. Order each Employee to return to work or otherwise cease such violation;
- c. Take such steps as are available to it under its Constitution and By-laws to enforce compliance with Section 9.1.

If the Union complies with the obligations set forth in this Section 9.2, it will not be liable for any violation of Section 9.1 which it did not authorize.

**Section 9.3 Employer Rights.** The Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge, in its sole discretion, any Employee who violates Section 9.1, and neither the Union nor any Employee will question the right. However, the issue of fact as to whether a particular Employee violated said Section 9.1 will be subject to the grievance procedure described in Article X.

### **ARTICLE X. GRIEVANCE PROCEDURE**

## POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99

**Section 10.1 Scope.** Except as stated in Section 10.7, every grievance the Union or any Employee may have with the Employer (whether arising from a grievance, application or interpretation of this Agreement, or otherwise) will be adjusted as described in Section 10.2 through 10.6.

**Section 10.2 Initiation of Procedure and Time Limits.** Either an Employee, a group of Employees or the Union may initiate a grievance by serving a written notice of it on the Employer within seven (7) working days after occurrence of the facts on which the grievance is based. Such notice will concisely state the facts on which the grievance is based, specify each section of this Agreement alleged to have been violated, and specify the relief and remedy sought. If no such notice is served in that time, the grievance will be barred.

**Section 10.3 Step One Procedure and Time Limits.** After a proper and timely notice is filed by an Employee or group of Employees, the Employer's designated representative and Union Steward will discuss the grievance. This discussion, unless extended by written agreement for a specified period, will be completed within seven (7) days after the Employer receives the required initiation notice. The employer will, within twenty-four (24) hours after written and signed adjustment of a problem at this step, notify the Union of such adjustment and if the Union does not serve a written objection to it on the Employer within seven (7) days after the date of adjustment, the adjustment will be final and the grievance will be barred except as the adjustment may otherwise provide. If the Union files a proper and timely notice, the grievance will be considered in Step Two, and Step One will be deemed completed as of the filing date of the notice.

**Section 10.4 Step Two Procedure and Time Limits.** If the grievance referred to in Section 10.3 is not adjusted in the time specified in Step One or if the Union serves a timely objection to any adjustment under Step One, the Employers designated representative and a representative of the Union will discuss it. The discussion, unless extended by written agreement for a specified period, will be completed within seven (7) days after the completion of Step One.

**Section 10.5 Arbitration Procedure.** If the grievance is not satisfactorily adjusted in Step Two, the requesting party may proceed with arbitration according to the rules of the Michigan Employment Relations Commission (M.E.R.C.). The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree with fifteen (15) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with M.E.R.C. The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement in regard to the grievance in question. His determination shall be final and binding on the parties and affected employee.

## POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99

**Section 10.6 Arbitrator's Compensation.** Expenses for the arbitrator's services shall be borne equally by the parties. However, each party shall be responsible for compensating its own representatives and witnesses.

**Section 10.7 Arbitrator's Authority.** The arbitrator will have no authority to (a) add to, subtract from, or in any way modify this Agreement, (b) substitute his discretion or judgment for the Employer's discretion or judgment with respect to any matter this Agreement consigns or reserves to the Employer's discretion or judgment (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (d) formulate or add any new policy or rule, (e) establish or change any compensation or employment classification.

**Section 10.8 Construction.** Nothing in Sections 10.1 through 10.6 will prevent informal adjustment of any grievance, and the parties intend that, so far as reasonably possible, every grievance will be resolved between the Employee and his immediate supervisor. Except as otherwise expressly stated in Section 10.7, the grievance procedure established by this Agreement will be the Union's exclusive remedy for any claimed violation of this Agreement by the Employer. In computing any time limit specified in Sections 10.3 through 10.6, Saturdays, Sundays and holidays will be excluded.

### **ARTICLE XI. BUSINESS MANAGEMENT**

**Section 11.1 General.** The Employer has the legal responsibility and, subject only to the express and specific terms of this Agreement, sole right to manage its business and direct the police protection of the City of Orchard Lake Village, including, among other things, the sole right to (a) hire, assign, transfer, promote, demote, schedule, lay off, recall, discipline and discharge its Employees and direct them in their work, (b) determine and schedule work, acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of equipment and facilities and (c) control all Employer property.

**Section 11.2 Employer Rules.** As a part of its management rights, the Employer has the right to make, post and enforce rules affecting its Employees. Such rules, however, will not be inconsistent with the express and specific terms of this Agreement. All such rules and regulations will be placed in a book labeled as such and made available to every Employee. No rule or regulation will be changed or initiated without sufficient notice of such change or initiation being given to the Employees.

### **ARTICLE XII. MISCELLANEOUS**

**Section 12.1 Meeting.** The Employer and Union will confer at such reasonable time as either party may request to consider problems or, consistent with the requirements and limitations of Section 12.5, any proposal for the amendment or supplement of this Agreement. So far as reasonably practicable, every such meeting will be held outside

**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

the steward's scheduled work time and the party requesting the meeting will notify the other party by advance written notice of each subject it wished to discuss.

**Section 12.2 Interest Succession.** This Agreement will bind and insure to the benefit of the parties and their respective legal successors and assigns.

Agreement construction. The Section titles throughout this Agreement are editorial identification of their related text and do not limit or control that text.

**Section 12.3 Separability.** If at any time any part of this Agreement directly or by analogy becomes or is declared illegal, invalid or an unfair labor practice, in whole or in part, under than applicable law, by Federal or Michigan judicial decree or order, or by the ruling or any Federal or Michigan administrative department, agency, board or commission, then such part will stand modified or suspended, as the case may require, to the extent necessary, but all other parts of this Agreement will remain effective.

**Section 12.4 Waiver of Provisions.** The Employer, Union and any affected Employee may, by mutual agreement, waive any provision of this Agreement as to such Employee.

**Section 12.5 Amendments/Supplements.** In reaching this Agreement, the Employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreements between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

**Section 12.6 Effective Date and Duration.** This Agreement will be effective from 12:01 a.m. (prevailing Orchard Lake Village time) July 1, 1996, to 12:01 a.m. (prevailing Orchard Lake Village time) June 30, 1999 and from year to year thereafter unless terminated as provided in Section 12.7.

**Section 12.7 Termination.** This Agreement may be terminated at 12:01 a.m. (prevailing Orchard Lake Village time) July 1, 1999, by written notice from either party, delivered to the other at least ninety (90) days prior to the automatic renewal date, of its intention to amend, modify or terminate this Agreement.

**Section 12.8 New Agreement Negotiation.** If either party terminates this Agreement under Section 12.8, both parties will make every reasonable effort to commence bargaining for a new Agreement by exchanging written proposals for an Agreement at least thirty (30) days before the termination day of this Agreement. Each party will have the right to add to, subtract from, or otherwise change any such proposal during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain.

**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

In the event, that negotiations extend beyond the termination date of this Agreement, the terms and conditions shall remain in full force and effect, pending agreement upon a new contract.

**Section 12.9 Maintenance of Conditions.** Compensation and hours and conditions of employment legally in effect on the date of execution of this Agreement shall, except as otherwise provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction of benefits as a consequence of this Agreement.

**Section 12.10 Vehicle Inspections.** The Employer agrees to have all patrol vehicles thoroughly inspected at 3,000 mile intervals by a mechanic.

APR 21 1997

POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of \_\_\_\_\_, A.D. 1997.

CITY OF ORCHARD LAKE VILLAGE  
a Michigan Municipal Corporation

BY: Richard J. Hartzel

ITS: MAYOR

POLICE OFFICERS LABOR COUNCIL

BY: Michael P. Somero

Michael P. Somero,  
Police Officers Labor Council

BY: James W. Cockrell  
James W. Cockrell,  
Steward

POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99

EXHIBIT A

PATROLMAN BASE SALARY

SENIORITY	EFFECTIVE 7-1-96	EFFECTIVE 7-1-97	EFFECTIVE 7-1-98
Start to 1 Year	\$30,330.	\$31,240.	\$32,178.
1 Yr. to 2 Yrs.	\$33,609.	\$34,617.	\$35,656.
2 Yrs. to 3 Yrs.	\$37,217.	\$38,334.	\$39,484.
3 Yrs or more	\$40,115.	\$41,318.	\$42,558.

SERGEANT BASE SALARY- 6% Above Maximum  
Patrolman Base Wage

EFFECTIVE 7-1-96	EFFECTIVE 7-1-97	EFFECTIVE 7-1-98
\$42,522.	\$43,797.	\$45,111.

DEFERRED INCOME PLAN

The City shall make available a deferred income plan for members of the bargaining unit.



**EXHIBIT B**

**Health and Accident Insurance.** The Employer will provide health and accident insurance pursuant to the Michigan Blue Cross Preferred Provider Organization Plan S with a \$5.00 co-pay on Drugs, its equivalent or better, it being understood that such Plan will provide coverage of any Employee who retires under the Retirement Plan at or after age 55 and his spouse. Such coverage for the Employee shall be provided until the retired Employee attains age 65 or until he becomes eligible for Medicare under the Federal Social Security Program, whichever occurs first. Such coverage shall be provided for the Employee's spouse until the spouse attains age 65 or until spouse becomes eligible for Medicare under the Federal Social Security Program, whichever occurs first, but in no case shall be provided for a period longer than three (3) years from the date the Employee is eligible for Medicare.

The employer will contribute toward the employee's cost of health insurance no more than \$125. per month per employee and \$125. per month for one dependent when the employee becomes eligible for medi-care if the employee retains coverage under the City's health insurance plan.

The insurance provided is more specifically described in Exhibit C attached.

**False Arrest Insurance.** The Employer will provide false arrest insurance coverage with limits not less than one million dollars (1,000,000.00) for the duration of this Agreement.

**Group Disability and Life Insurance.** The Employer will provide group disability and Life insurance pursuant to the Aetna Group Insurance Plan, its equivalent to or better, for the duration of this Agreement, it being understood that the Plan will provide 60% of base pay to a maximum of six hundred dollars (\$600.00) weekly income disability benefit in the event of absence due to sickness of an Employee covered under this Agreement. The benefits shall be provided for a period of two years and the eligibility and coverage shall be as set forth in the contract with the carrier. The amount of life insurance to be provided to the Employee shall be one hundred thousand dollars (\$100,000.00) A.D.D.

Employees will have the option to continue such coverage at their own expense after retirement at group rates.

**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

**Dental Insurance.** The Employer will provide dental insurance equal to or better than the Delta Dental Plan of Michigan, that being the former contract with the City which was in effect July 1, 1984, limited by the following:

The City shall pay one hundred percent (100%) of dental insurance coverage on Class I benefits and seventy-five percent (75%) on Class II benefits for the Employee or his dependents to a maximum of one thousand dollars (\$1,000.00) annually for each dependent. In addition, the City will pay fifty percent (50%) of Class III dental services as defined by Delta, provided, that in no event shall the City be required to pay in excess of one thousand dollars (\$1,000.00) in any given year to any Employee or his dependents for services rendered in Class I, Class II or Class III dental services.

**Optical Plan.** The Employer will provide optical benefits to the Employees. Benefit costs not to exceed \$200.00, per year, per member, and \$200.00 per year, per dependent.

**EXHIBIT C**

**PLAN S**

**CERTIFICATE/RIDER**

**Comprehensive Hospital Care Certificate**

**BENEFIT DESCRIPTION**

Basic hospital services are covered at 100% of the Blue Cross Blue Shield approved amount when received by participating hospitals or approved facilities. Coverage is provided for:

- 120 inpatient days for general medical conditions
- 30 inpatient days for mental health care
- inpatient and outpatient hospital services

**CERTIFICATE/RIDER**

**Rider D45NM, Increased Nervous/Mental Days**

**BENEFIT DESCRIPTION**

Increases the number of inpatient hospital days to 365 days for general medical conditions and 45 days for mental health care.

**CERTIFICATE/RIDER**

**Rider HMN, Hospital Medical Necessity**

**BENEFIT DESCRIPTION**

Defines hospital medical necessity.

**CERTIFICATE/RIDER**

**Rider PTB, Pulmonary TB Days**

**BENEFIT DESCRIPTION**

Eliminates day limits on inpatient treatment of pulmonary tuberculosis (TB) and defines this illness as a general medical condition.

**CERTIFICATE/RIDER**

**PBG, Professional Services Group Benefit Certificate**

**BENEFIT DESCRIPTION**

Basic medical and surgical care by a physician including laboratory, pathology, diagnostic radiology, and therapeutic radiology.

**CERTIFICATE/RIDER**

**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

**Rider FAE-RC, Emergency First Aid**

**BENEFIT DESCRIPTION**

Initial examination and treatment of emergency first aid and life-threatening medical emergencies.

**CERTIFICATE/RIDER**

**Rider PLUS-15, Prudent Laboratory Use System**

**BENEFIT DESCRIPTION**

Converts laboratory benefits under a traditional plan to a Preferred Provider Organization (PPO) plan. Services received by non-network providers are subject to a 15% sanction. This sanction is in addition to any other copayments required under your group plan.

**CERTIFICATE/RIDER**

**Rider RPS, Routine Pap Smear**

**BENEFIT DESCRIPTION**

Laboratory and pathology services for routine pap smears, payable once in a 12 month period.

**CERTIFICATE/RIDER**

**Rider VST, Voluntary Sterilization**

**BENEFIT DESCRIPTION**

Physician care benefits for voluntary sterilization, regardless of medical necessity.

**CERTIFICATE/RIDER**

**Rider ASFP, Ambulatory Surgical Facility Program**

**BENEFIT DESCRIPTION**

Outpatient surgery in Blue Cross Blue Shield approved freestanding facilities when the use of extensive hospital equipment and support systems are not required.

**CERTIFICATE/RIDER**

**Rider BMT, Bone Marrow Transplants**

**BENEFIT DESCRIPTION**

Bone marrow transplant benefits for specific conditions. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.

**CERTIFICATE/RIDER**

**Rider CNM, Certified Nurse Midwife**

**BENEFIT DESCRIPTION**

Allows for specific services provided by a Certified Nurse Midwife including normal vaginal delivery in an inpatient hospital setting or Blue cross Blue Shield approved birthing center. Pre and post-natal care and PAP smear during the six week visit are also covered when these services are a part of the member's coverage.

**CERTIFICATE/RIDER**

**Rider COB-3, Coordination of Benefits**

**BENEFIT DESCRIPTION**

Coordinates the benefits provided by Blue Cross Blue Shield with benefits available to a member under another group health benefit plan.

**CERTIFICATE/RIDER**

**Rider FC, Family Continuation**

**BENEFIT DESCRIPTION**

Continuation of group coverage for dependent children between the ages of 19-25 when certain eligibility requirements are met. An additional charge per contract will apply.

**CERTIFICATE/RIDER**

**Rider GLE-1 General Limitations and Exclusions**

**BENEFIT DESCRIPTION**

Excludes benefits for services, care, devices, or supplies considered experimental or research in nature.

**CERTIFICATE/RIDER**

**Rider HCB-1, Hospice Care Benefits**

**BENEFIT DESCRIPTION**

Specific hospice care benefits for terminally ill individuals when certain conditions are met and services are provided in an approved hospice program.

**CERTIFICATE/RIDER**

**Rider ICMP, Individual Case Management Program**

**BENEFIT DESCRIPTION**

**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

Services provided on an exception basis to eligible members who, along with their physician, agree to treatment under an Alternative Benefit Plan intended to provide quality care under lower-cost alternatives.

**CERTIFICATE/RIDER**

**Rider RAPS, Reimbursement Arrangement for Professional Services**

**BENEFIT DESCRIPTION**

Establishes professional reimbursement levels for covered services.

**CERTIFICATE/RIDER**

**Rider RAPS-2, Reimbursement Arrangements for Professional Services**

**BENEFIT DESCRIPTION**

Establishes reimbursement levels for covered Master Medical services.

**CERTIFICATE/RIDER**

**Rider RM, Routine Mammograms**

**BENEFIT DESCRIPTION**

One mammography for members 35 to 40 years of age. One routine mammography annually for members over 40 years of age. Services are subject to the \$5 or 10% member Liability for laboratory, pathology, and radiology services.

**CERTIFICATE/RIDER**

**Rider SAT-2, Substance Abuse Treatment Program Benefits**

**BENEFIT DESCRIPTION**

Rehabilitation care for substance abuse when performed in Blue Cross Blue Shield approved facilities. Inpatient services are limited to the available number of unused inpatient mental health care days. Outpatient facility services are payable up to the dollar minimum as determined by state law.

**CERTIFICATE/RIDER**

**Rider SOT-PE, Specified Organ Transplants in Approved Facilities**

**BENEFIT DESCRIPTION**

Specific benefits for human organ transplants of the liver, heart, heart-lung, and pancreas in approved facilities. Requires prior approval by Blue Cross Blue Shield. Benefits not available for pre-existing conditions until the member has been enrolled for nine consecutive months.

**CERTIFICATE/RIDER**

**Rider TRUST-15, Contracting Network Providers**

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**BENEFIT DESCRIPTION**

Hospital and physician benefits are converted from a traditional Comprehensive Hospital Medical/Surgical plan to a Preferred Provider Organization (PPO) plan. A 15% sanction for non-network hospital and physician services is required.

**CERTIFICATE/RIDER**

**Rider XTMJ, Excluded TMJ conditions**

**BENEFIT DESCRIPTION**

Clarifies benefits for temporomandibular jaw joint (TMJ) disorders

**CERTIFICATE/RIDER**

**Master Medical Certificate Option I**

**BENEFIT DESCRIPTION**

Supplements basic hospital medical/surgical program coverage and provides additional benefits for services not covered under the basic program. Benefits are subject to a \$100 per member or \$200 per family deductible each calendar year. Members are also responsible for a 20% copayment for general medical services and a 50% copayment for outpatient mental health care and private duty nursing.

**CERTIFICATE/RIDER**

**Rider MMC-PDC, Prior Deductible Credit**

**BENEFIT DESCRIPTION**

Allows for the credit of a prior carrier's deductible to the Blue Cross Blue Shield deductible in the first year. The expenses must be incurred and applied to the prior carrier's deductible within the 90 days prior to the Blue Cross Blue Shield effective date.

**CERTIFICATE/RIDER**

**Rider MMC-POV, Physician's Office Visits**

**BENEFIT DESCRIPTION**

Once the deductible has been met, provides 100% payment for home, outpatient, and office visits and physician outpatient consultations and for:

- Well-baby care
- Allergy testing
- Immunizations

**CERTIFICATE/RIDER**

**Rider MMC-XTMJ, Excluded TMJ conditions**

**POLICE OFFICERS LABOR COUNCIL BARGAINING AGREEMENT 7/1/96 - 6/30/99**

**BENEFIT DESCRIPTION**

Clarifies benefits for temporomandibular jaw (TMJ) disorders.

**CERTIFICATE/RIDER**

**Rider CNP, Certified Nurse Practitioner**

**BENEFIT DESCRIPTION**

Allows payment to participating Certified Nurse Practitioners when performed in rural and in Wayne and Oakland Counties.

**CERTIFICATE/RIDER**

**Rider TSA, Technical Surgical Assistance**

**BENEFIT DESCRIPTION**

Expands coverage for technical surgical assistance to include surgical procedures performed in an outpatient hospital setting.

**CERTIFICATE/RIDER**

**Rider SUBRO2, Subrogation**

**BENEFIT DESCRIPTION**

Clarifies Blue Cross Blue Shield subrogation rights.

**CERTIFICATE/RIDER**

**Rider NC, Name Change**

**BENEFIT DESCRIPTION**

Riders amending former MVF and Comprehensive Care certificates now amend the Professional Group Benefit (PSG) and Comprehensive Hospital Care Group Benefit certificates.

**CERTIFICATE/RIDER**

**Rider RDC, Reimbursement for Dental Care**

**BENEFIT DESCRIPTION**

Establishes reimbursement levels for covered dental services.