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12/31/2002

AGREEMENT

Between

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

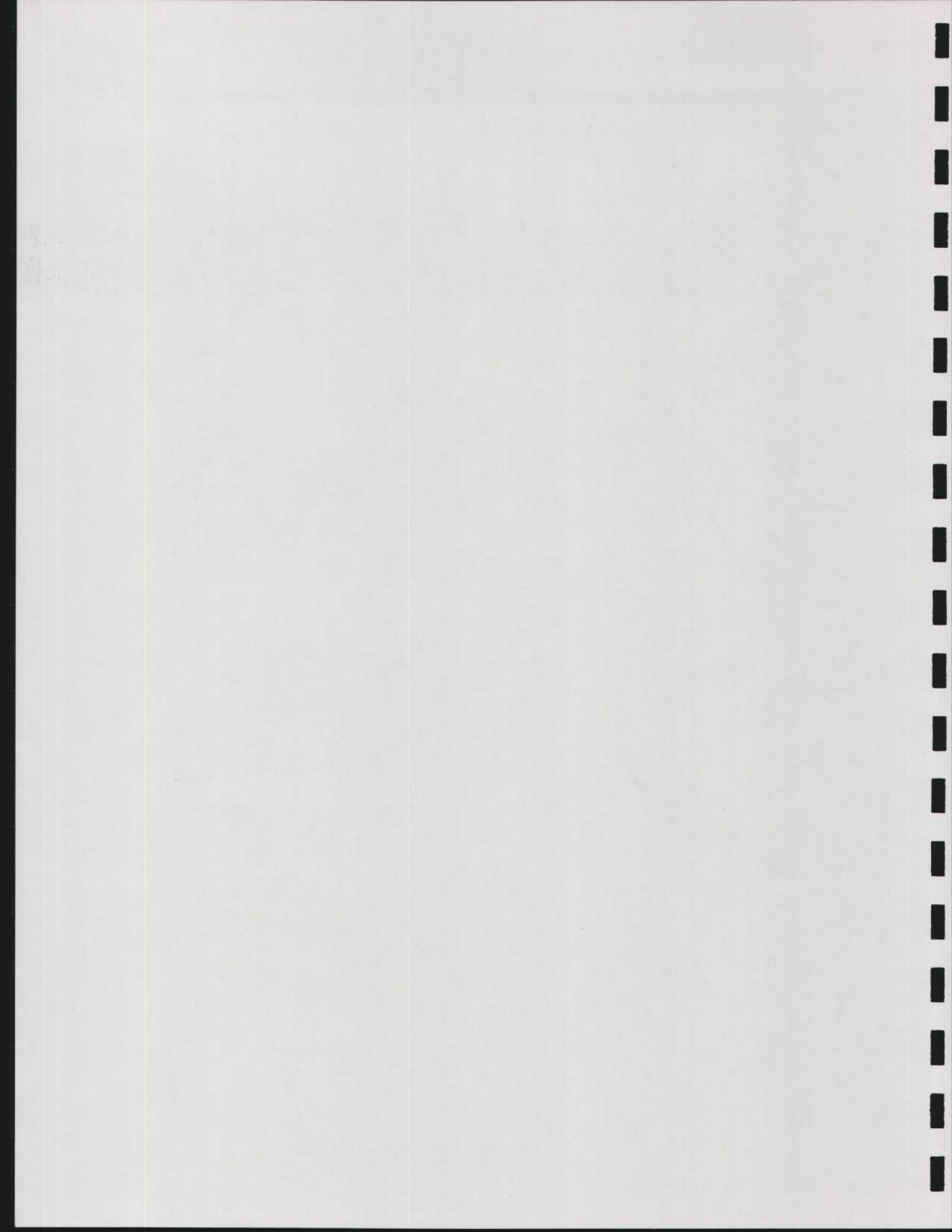
AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

JANUARY 1, 2000 - DECEMBER 31, 2002

*West Bloomfield Township*





A G R E E M E N T

between

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

January 1, 2000 - December 31, 2002

CHARTER TOWNSHIP OF WEST BLOOMFIELD  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

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PREAMBLE

THIS AGREEMENT is entered into this 27<sup>th</sup> day of February, 2001, between the CHARTER TOWNSHIP OF WEST BLOOMFIELD, Michigan, Party of the First Part (hereinafter referred to as the "Township"), and COMMAND OFFICERS ASSOCIATION OF MICHIGAN, representing the West Bloomfield Command Officers Association, Party of the Second Part (hereinafter referred to as the "Union").

WHEREAS, the Parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the public; and

WHEREAS, the Township and Union have bargained collectively in accordance with Michigan Public Act 379, MPA of 1965, as amended, and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the bargaining unit as defined herein; and

WHEREAS, the TOWNSHIP and the UNION now desire to execute a written agreement which incorporates their agreements.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - RECOGNITION

SECTION A. The Township hereby recognizes the Command Officers Association of Michigan as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for the duration of this Agreement for all regular full time police sergeants and lieutenants but excluding all police reserves or auxiliaries, all confidential employees, all civilian clerk dispatchers, the Chief of Police, and all other Township employees. It shall be the joint concern of the Township and the Association that no unlawful discrimination will be exercised against any employee.

SECTION B. Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section A.

SECTION C. The Township agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union if adjustment is not inconsistent with the terms of this Agreement provided that the Union has been given an opportunity to be present at such adjustment.

SECTION D. The recognition of the Union by the Township is limited to those matters for which a labor organization is entitled to bargain under Act 336, P.A. 1947, as amended. The Union is not authorized to interfere in any way with the operation of the Police Department, including, but not limited to, the enforcement of the law, the investigation of crimes and misdemeanors, the writing and filing of reports, the questioning or taking of statements from witnesses, or any other function performed by the Police Department in the furtherance of its duties, provided, however, that this clause shall not prevent the Union from filing and prosecuting a grievance in accordance with the provisions of this Agreement. In no way does this Section cause any employee or group of employees to waive any rights which are guaranteed under State and Federal laws.

ARTICLE II - MANAGEMENT RIGHTS CLAUSE

SECTION A. The Township Board on its own behalf and on behalf of its electors hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township Board including but without limiting the generality of the foregoing, the right

- (a) To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used and the discontinuance of any services or methods of operation;
- (b) To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased,
- (c) Subject to the terms of this Agreement, to subcontract or purchase the construction of new facilities or the improvement of existing facilities;
- (d) To determine the number, location and type of facilities and installations;
- (e) To determine the size of the work force and increase or decrease its size;
- (f) To hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours by combining lay-offs in accordance with this agreement and reductions in the work week or work day;
- (g) Subject to the terms of this Agreement, to permit municipal employees not included in the bargaining unit to perform bargaining unit work in emergencies;
- (h) To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;

- (i) To determine lunch, rest periods and clean up times, the starting and quitting times and the number of hours to be worked;
- (j) To establish and change work schedules, work standards and the methods, processes and procedures by which such work is to be performed;
- (k) To discipline, suspend and discharge employees for just cause;
- (l) To carry out cost and general improvement programs;
- (m) To transfer, promote and demote employees;
- (n) Subject to the terms of this agreement, to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;
- (o) To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

It is understood that the rights, powers, authorities, duties and responsibilities provided in this Article are limited by the express provisions of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and except as specifically abridged, deleted, modified or granted by this Agreement all of the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

SECTION B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Township.

SECTION C. Except as expressly provided by the terms of this Agreement, the determination and administration of Township policy, the operation of the Township and the direction of the Employees are vested exclusively in the Board or in the Supervisor when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators not in conflict with the expressed terms of this Agreement shall be upheld.

ARTICLE III - REPRESENTATION

SECTION A. The Township recognizes the right of the Union to designate one (1) Chief Steward and one (1) Alternate who shall be regular seniority employees of the Department. The Alternate may exercise the rights of a Steward set forth in this Article only in the event that the Steward is absent from work.

SECTION B. The Township will recognize the Steward or Alternate when his name and position has been certified in writing by the Union to the Chief of Police and the Township Supervisor.

SECTION C. The Steward (or Alternate) shall be permitted reasonable time during regular working hours to present contract grievances and meet with Township representatives as provided in Article VI - Grievance Procedure, upon having received permission from the Chief of Police or his designee. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused.

SECTION D. All necessary time lost by the Union Steward (or Alternate) during his regular straight time shift because of grievance presentation in accordance with Section C of this Article, shall be paid for by the Township at the employee's regular straight time hourly rate. It is understood that this only applies to time lost during the Union Steward's (or Alternate's) normal scheduled work time and does not apply to grievance activity during his non-work hours or after the scheduled work time.

SECTION E. The Union, its officers, stewards and alternates, shall not assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of supervision or engage in any activity prohibited by Article VII - No Strike Clause.

SECTION F. A copy of a new or changed Police Department order, general order, rule, regulation or training bulletin will be made available to the Chief Steward.

SECTION G. Duly authorized representatives of the Union and employees may be allowed to use rooms designated by the Township for meetings and to transact official union business upon prior written approval of the Township Supervisor or Chief of Police or other designated Township representatives. Unless otherwise specifically provided in this Agreement, employees will not be compensated for any lost work time. The meeting will not displace any previously scheduled meetings and shall not interfere with or interrupt normal Township operations.



ARTICLE IV - DUES CHECK OFF

SECTION A. During the life of this Agreement, the Township agrees to deduct union membership dues levied in accordance with the constitution and by-laws of the Union from the pay of each employee who executes and files with the Township Clerk a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the Township is authorized to deduct Union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Contract. The Union is to notify the Township as to the amount of Union dues and of any changes; said notification to be made at least thirty (30) days before said dues are to be deducted.

SECTION B. The Township shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this Article.

SECTION C. A properly executed copy of the authorization for deduction of dues shall be delivered to the Township Clerk by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the Township Clerk and shall be deducted from the first pay of the month and each month thereafter, provided that the authorization form shall be delivered prior to the fifteenth of the month in which the first deduction is to be made.

SECTION D. Deduction for any calendar month shall be remitted to the designated financial officer of the local union as soon as possible after the tenth day of the following month.

SECTION E. Authorization for deduction of dues shall be irrevocable by the employee during the term of this contract or any renewal hereof, unless the employee cancels his authorization within ten (10) days prior to the expiration of the contract or any renewal hereof. Deductions of membership dues shall terminate with respect to any employee who is no longer a member of the bargaining unit.

SECTION F. The Township shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct union dues in accordance with this contract and the Union agrees to hold the Township harmless from all liability to which the Township may be put by reason of its voluntary agreement to deduct said dues. The Union shall indemnify and save the Township harmless from any and all claims, demands, suits or any other action arising from these provisions.



ARTICLE V - DEPARTMENT RULES

The Township may adopt, publish, change, amend and enforce reasonable rules and regulations for all employees not in conflict with the terms of this Agreement governing discipline, health and safety, duties, rules of conduct and work rules.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION A. Employee Rights. Nothing in this Article shall prevent any individual employee from exercising the rights granted to him under Section 11 of Act 336 of the Public Acts of 1947, as amended, or under the West Bloomfield Township Police Protection Ordinance No. 18.

SECTION B. Grievance Definition. For the purpose of this contract a grievance is defined as an alleged violation of this contract.

SECTION C. Grievance Procedure. The following procedure shall be followed in presenting a grievance to the Township:

Subject to Section O of this Article, if the grievance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the West Bloomfield Township Police Protection Ordinance and the Rules and Regulations adopted thereunder. The following procedures shall apply to all other grievances:

Step One. If an employee feels he has a grievance, he shall, within five (5) working days of the time the alleged violation occurred, (or within five (5) working days of the time when the employee should have reasonably known of the alleged violation) present the grievance orally to the Chief of Police or his designee. Unless the Chief of Police or his designee determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. The Chief of Police or his designee will submit his verbal answer within three (3) working days after its presentation.

If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

Step Two. If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a grievance form provided by the Union and present the grievance to the Chief of Police, or his designated representative, for a written answer. The written grievance shall be filed within five (5) working days of the Step One answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the Articles and Sections of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee.

Failure to comply with this requirement shall render the grievance null and void. The Chief of Police, or his designated representative, shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the receipt of the answer in Step Two, appeal the grievance to the Township Supervisor.

The appeal shall be in writing and it shall include the written grievance and the Chief of Police's answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Chief of Police. The Union may, at the same time the written appeal is filed, submit a written request to the Township Supervisor for a meeting between the Union and the Township Supervisor, or his designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) working days after receipt of the written appeal and the request for a meeting. The Township Supervisor, or his designated representative, shall give the Union an answer in writing no later than ten (10) working days after receipt of the written appeal. Additional time may be allowed by mutual written agreement of the Township and the Union.

SECTION D. All grievances must be filed in writing within ten (10) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the Township does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the Township and Union in writing; then the new date shall prevail.

Appeals not made within the specified time periods shall be barred.

SECTION E. A grievance may be withdrawn by the employee or the Union Steward but, if withdrawn, it shall not be reinstated.

SECTION F. If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may submit the grievance to the American Arbitration Association with written notice delivered to the Township Supervisor within ten (10) working days after receipt of the Township Supervisor's answer in Step Three, or, the day such answer was due. If no such notice is given within the prescribed period, the last answer shall be final and binding on the Union, the employee(s) involved and the Township.

A grievance not processed within the applicable time limits shall not be arbitrable.

SECTION G. The Arbitrator shall have no power to go beyond the scope of the grievance as filed in writing. The Arbitrator shall have no power to substitute his discretion in cases where the Township is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the Arbitrator decides he has no power to decide or rule on an issue, he shall so rule and the matter shall be referred back to the parties.

SECTION H. It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or change any salary.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

If the Arbitrator's decision is within the scope of his authority as set forth above it shall be final and binding on the Union, its members, the employee or employees involved, and the Township.

The fees and expenses of the Arbitrator shall be shared equally by the Township and the Union. All other expenses shall be borne by the party incurring them.

Claims for Back-Pay: All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The Township shall not be required to pay back wages for more than five (5) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

SECTION I. At the time of the Arbitration Hearing, both the Township and the Union shall have the right to call any employee as a witness and to examine and cross examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the Township or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished by the Arbitrator with the Township and the Union having an opportunity to purchase their own copy. At the close of the Hearing the Arbitrator shall afford the Township and the Union a reasonable opportunity to furnish Briefs.

SECTION J. Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by an individual.

SECTION K. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if any employee elects to pursue any legal or statutory remedy such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION L. 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 Union and/or employee will be required to submit information at each step of the Grievance Procedure.

SECTION M. Work days for the purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

SECTION N. A matter involving several officers and the same question may be submitted by the Union as a policy grievance and entered directly at the Second Step of the Grievance Procedure. The Union shall list the names of the employees involved.

Separate grievances, timely filed under the Grievance Procedure, arising out of the same or similar set of facts or incidents shall be consolidated and handled as one grievance.

SECTION O. In cases of disciplinary action which result in the loss of time or money, the employee may appeal from the Police Trial Board or the Police Chief's decision, whichever is later, to either the Police Appeal Board as provided by the Township code or to binding arbitration as set for in this Article at the employee's option. An employee may select only one option.

#### ARTICLE VII - NO STRIKE CLAUSE

SECTION A. The Union shall not cause, authorize, permit, sanction or condone nor shall any member of the Union take part in any strike, sit down, stay in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work or interference with the operations of the Township, including a labor dispute between the Township and any other labor organization. The Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work or refusal to perform work because of a labor dispute between the Township or any employer and any other labor organization whether or not the other labor organization establishes a picket line.

SECTION B. In the event of such prohibited conduct the Union shall immediately instruct the involved employees in writing with a copy to the Township that their conduct is in violation of the contract and that they may be disciplined and/or discharged and further shall instruct all persons to (and take steps to see that all such persons) immediately cease the offending conduct. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article.

SECTION C. In the event of a violation of this Article, the Township shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

#### ARTICLE VIII - SENIORITY

SECTION A. New employees hired/promoted after the effective date of this Agreement into the bargaining unit shall be considered as probationary employees for the first twelve (12) months of their employment. The Chief of Police may, in his discretion, extend this



period in individual cases for an additional six (6) months upon written agreement of the employee and the Union. The probationary period shall accumulate within not more than eighteen (18) months. When an employee finishes the probationary period, within not more than eighteen (18) months, his name shall be entered upon the rank seniority list in the appropriate classification and he shall be given a rank seniority date twelve (12) months or eighteen (18) months prior to the date he completed his probationary period as the case may be. There shall be no rank seniority among probationary employees.

SECTION B. Union Representation for Probationary Employees. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the Township for other than Union activity.

SECTION C. An employee shall be terminated and lose his seniority rights if he:

- (1) Quits.
- (2) Is discharged and not reinstated.
- (3) Is laid off for a period of more than two (2) years.
- (4) Is absent without a reasonable excuse acceptable to the Township for two (2) consecutive working days and without notice to the Township of such excuse within the two (2) days or a reasonable excuse for failing to so notify the Township within the two (2) days.
- (5) Fails to return from a leave of absence, vacation or sick leave at the designated time without a reasonable excuse.
- (6) Retires.

SECTION D. Change of Address. It shall be the responsibility of each employee to notify the Township Personnel Director's Office of any change of address or telephone number within seven (7) calendar days. The employee's address and telephone number as it appears on the Township's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the Township and will be kept confidential.

## ARTICLE IX - LAYOFFS AND RECALLS

SECTION A. A layoff is a reduction in the working force.

SECTION B. PROCEDURE. In the event of a layoff the following procedure shall be followed:

(1) Probationary, seasonal and part-time employees will first be laid off on a classification basis.

(2) Employees holding seniority will then be laid off on a classification basis according to seniority as defined in Article VIII.

(3) Exceptions to this procedure may be made by written agreement between the Township and the Union.

SECTION C. Employees to be laid off for an indefinite period of time shall receive at least ten (10) days notice of layoff. The Union President shall be notified of the employees being laid off on the same day the notices are issued to the employees.

SECTION D. When the working force is increased within two (2) years after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) calendar days from the date of mailing of the notice of recall he shall be considered to have voluntarily left the employment of the Township. The Township shall grant reasonable extensions of this period in those cases where there is good cause and the employee is unable to report for work but not to exceed an additional twenty (20) days.

#### ARTICLE X - NEW OR CHANGED JOBS

SECTION A. When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Township will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Township to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

If no rate is agreed upon, the Union may, within ten (10) days following the meeting, file a written grievance with respect to the rate of pay with the Chief of Police or his designee under the Grievance Procedure.

#### ARTICLE XI - TRANSFERS

If and when an employee is transferred to another division, the chief steward of the local shall be notified of said transfer by the administration if said transfer exceeds five (5) working days.

#### ARTICLE XII - PROMOTIONS

SECTION A. In order to be eligible for promotion to the rank of lieutenant, an employee must attain placement on the department eligibility roster as provided in this Article.

SECTION B. The preparation of an eligibility roster will be announced as follows:

1. The Chief will announce anticipated examination dates not more than six (6) months nor less than three (3) months in advance. To the extent possible, the Chief will furnish a bibliography and/or outline covering the contents of the written examination.
2. The Chief will announce the specific examination dates at least thirty (30) days in advance.
3. Those employees with a minimum of three (3) years of full-time service as sworn police sergeants with the Township of West Bloomfield (attained by the first examination date) will be eligible to participate in the competitive examination, provided that the employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than twenty-one (21) days prior to the first examination date. The Chief may in his discretion give a sergeant one-half (1/2) time credit for prior experience as a sworn police sergeant up to a maximum of two (2) years. This service credit shall be for purposes of qualifying for promotional examinations only and shall have no effect under other provisions of this Agreement.



SECTION C. The competitive elements of the examination will consist of a written examination and oral examination made up of command officers from three (3) outside police agencies. The passing grade in each element of the examination shall be seventy (70%) percent and the failure of an applicant in any element shall disqualify him/her from further consideration. All officers who pass the written examination shall be given the oral examination. The passing grade in each element of the examination shall be seventy (70%) percent (provided that at the Township's option the percentile ranking on the written examination may be used) and the failure of an applicant in any element shall disqualify him from further consideration. The Township will announce before the written examination whether the examination will be scored on a percentage or percentile basis.

SECTION D. Candidates will be ranked on the basis of a composite score computed as follows:

- a. The percentage (%) (or at the Township's option percentile ranking) attained on the written examination multiplied by forty-five (45%) percent.
- b. The percentage (%) attained on the oral examination multiplied by forty-five (45%) percent.
- c. In addition, seniority points (up to a maximum total of ten (10) points) will be added to attain the total composite score as follows:

Each employee will be awarded .50 of a point for each year of seniority in the department up to a maximum of twenty (20) years of seniority.

SECTION E. The eligibility roster will remain in effect for a period of eighteen (18) months. This period may be extended for a period up to six (6) months by the Township.

SECTION F. All individuals promoted to the rank of lieutenant shall serve a one-year probationary period from the date of appointment.

SECTION G. In the event the Township wishes to fill a permanent position in the rank of lieutenant, the Chief will appoint an individual who is in the top three (3) of the eligibility roster on the date of the appointment. The list of the top three (3) on the eligibility roster shall be revised after each appointment.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

SECTION A. Work schedules showing the employees' shifts, work days and hours shall be posted on all department bulletin boards at all times and the Union will be notified of any changes in the posted schedules. The current practice of permitting employees to request a portion of their pass days off will continue for the duration of this contract subject to the needs of the Department as determined by the Chief or his designee. Uniform members assigned to patrol shall be permitted to select shifts on a seniority basis in May and November of each year. Selections will be made sixty (60) days in advance of the May and November dates.

SECTION B. Payday shall be bi-weekly.

SECTION C. If an employee is required by his supervisor to work longer than eight (8) hours on any regular working day, he will be compensated at an hourly rate equal to one and one-half (1 1/2) times his average hourly rate. In the event that an employee is called back for duty by his supervisor after he has gone off duty at the end of his shift or in the event that an employee is called to duty by his supervisor on a day when he would not normally be on duty because of an emergency or other circumstance, he will be compensated at an hourly rate equal to one and one-half (1 1/2) times his average hourly rate, and he will be entitled to not less than three (3) hours pay at overtime rates, regardless of the time actually spent on duty. Should an employee be subpoenaed to appear as a witness in court for matters that have arisen from and as a direct result of his employment with the Township, and in which the Township is not a defendant, at a time when he is not normally on duty, he will be paid for that time actually spent in court, provided prior written notification has been given to the chief of the department, at an hourly rate equal to one and one-half (1 1/2) times his average hourly rate and he will be entitled to not less than three (3) hours pay at time and one-half regardless of the time actually spent in court. The employee must be off duty at the time he is required to be in court and any subpoena fees received will be turned into the Township Treasurer.

SECTION D. Deductions from an employee's pay shall be made for all absences from work on regularly scheduled shifts, except authorized absences as set forth in this Agreement.

SECTION E. In lieu of pay for overtime or call-back time, as provided in Section C above, an employee shall be entitled, if he so elects, to receive compensatory time off. Such compensatory time off shall be computed at one and one-half (1 1/2) hours for each hour worked by the employee by way of overtime, or call-back time.

Compensatory time off may be accumulated to a maximum of one hundred (100) hours outstanding at any one time. Compensatory time off may be taken subject to the same restrictions as are applicable under Article XV, Section C Vacations. Election for compensatory time must be indicated on the day on which it is earned. Compensatory time may be accumulated for court time. In the event of a bona fide emergency, but not more than once in any one calendar year, an employee who has accumulated compensatory time off may elect to receive the equivalent of accumulated compensatory time in cash. Applications for such payment shall be made in writing to the Township Supervisor not less than fifteen (15) days prior to the payday on which the payment is to be made. The usage of compensatory time set forth above shall be consistent with the needs of the operation and shall be at the discretion of the Department. The usage of compensatory time shall not cause or result in the payment of overtime to another officer. Days off must be scheduled in advance and the employee must receive advance approval from the Department.

SECTION F. Three (3) year veterans of the Police Department may elect to use up to forty (40) hours compensatory time as an extension to their vacation, taking such compensatory time either at the beginning or the end of the vacation period provided such time does not interfere with the efficient operation of the Department.

SECTION G. Subject to the Departmental manpower requirements, officers may be permitted to voluntarily trade work or leave days with the recommendation of the appropriate command officer and the approval of the Chief of Police or his designee providing that employees scheduled to work must inform the Chief of Police or his designee in advance of any voluntary trade of work days or leave days and such originally scheduled employee shall be responsible for the attendance of the scheduled officer's replacement and absences of replacements shall be charged to the originally scheduled employee unless scheduling is changed on the work schedule; provided further, that no employee shall trade days with any other employee for the purpose of achieving any overtime or other premium payments due under this contract.

SECTION H. Employees may receive thirty (30) minutes off for lunch during each full work shift. Permission for lunch must be granted through dispatch and no more than two officers may be on lunch at any given time. Officers must have lunch in the area designated by department regulation.

SECTION I. The Township may at its option develop a new work schedule consisting of four (4) ten (10) hour work days. The new work schedule would be implemented when so determined by the Township and would remain in effect for such periods as determined by the Township. In the event the Township institutes and then discontinues this new work schedule the current schedule will be reinstated, unless otherwise mutually agreed by the parties.

SECTION J. The least senior Sergeant shall be designated as the "swing" Sergeant. Notwithstanding the provisions of the Collective Bargaining Agreement between the Township and the Union, the work schedule and hours of the swing Sergeant shall be set by the Department.

ARTICLE XIV - SALARIES

SECTION A. The annual salary rates of unit members shall be as follows:

Effective January 1, 2000 - December 31, 2000:

Sergeants: Ten (10%) percent above the top Patrol Officer annual base salary.

Lieutenants: Ten (10%) percent above the Sergeant annual base salary rate.

Effective January 1, 2001 - December 31, 2001:

Sergeants: Eleven and one-half (11.5%) percent above the top Patrol Officer annual base salary rate.

Lieutenants: Ten (10%) percent above the Sergeant annual base salary rate.

Effective January 1, 2002 - December 31, 2002:

Sergeants: Thirteen (13%) percent above the top Patrol Officer annual base salary rate.

Lieutenants: Ten (10%) percent above the Sergeant annual base salary rate.

The above stated differentials shall include cash payments made to Patrol Officers in lieu of salary increases such as signing bonuses or lump sum payments.

A retroactive payment consisting of the difference between the salary payments made on and after January 1, 2000 to the date the new schedule is placed in effect and the salary rates set forth above) will be made within thirty (30) days after the contract has been signed by the principal parties.

ARTICLE XV - VACATIONS

SECTION A. Effective January 1, 1991, employees will be entitled to annual vacations in accordance with the following schedule: Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e. last date of hire) to the next succeeding anniversary date.

Vacation earned in accordance with this Article will be awarded an employee on his anniversary date. An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

<u>Seniority</u>	<u>Maximum Vacation</u>
After one (1) year, to and including after two (2) years.	Ten (10) days
After three (3) years, to and including after four (4) years.	Eleven (11) days
After five (5) years.	Fifteen (15) days
After six (6) years, to and including after seven (7) years.	Sixteen (16) days
After eight (8) years, to and including after nine (9) years.	Seventeen (17) days
After ten (10) years, to and including after thirteen (13) years.	Twenty (20) days
After fourteen (14) years, to and including after fifteen (15) years.	Twenty-one (21) days

After sixteen (16) years, to and including after seventeen (17) years.

Twenty-two (22) days

After eighteen (18) years, to and including after nineteen (19) years.

Twenty-three (23) days

After twenty (20) years and over.

Twenty-four (24) days

SECTION B. Vacations shall be taken during the employee's anniversary year. In the event, however, that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one anniversary year, because scheduling such vacation would drastically interfere with the operations of the department or for other good reason, the Chief of Police may allow such unused vacation to be taken during the following anniversary year. If permission to take the unused vacation in a subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

SECTION C. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the Police Department.

It is understood that employees shall give at least fifteen (15) days advance written notice to receive approval from the Chief of Police or his designated representative, prior to using their accumulated vacation leave, provided that the Chief of Police, may, in his discretion, make exceptions to these requirements.

A vacation day may be taken upon the approval of the shift command officer. A vacation may be split into one or more weeks providing such scheduling does not drastically interfere with the operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken.

It is understood that the Police Chief may allow vacation time to be taken in one-half (1/2) increments. Such one-half (1/2) day increments must be scheduled in advance and may be taken only upon advance written approval of the Police Chief or his designated representatives.

SECTION D. If a regular payday falls during an employee's vacation he may receive that pay while on vacation, provided, however, that he makes a written request to the Township Clerk not less than five (5) days before the effective date of his vacation.



SECTION E. If an employee is laid off or retires he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

ARTICLE XVI - HOLIDAYS

The following days are designated as holidays for all employees covered by this Agreement:

New Years Day  
Lincoln's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Day Before Christmas  
Christmas Day  
Veterans Day  
Washington's Birthday  
Columbus Day  
One Floating Holiday to be determined by the Township Officials by January 1<sup>st</sup> of each year.

Because uniform employees of the West Bloomfield Township Police Department must maintain operation on every day of the year, the employees of this bargaining unit are required to work on their regular shift even though the shift may fall up on one of the above holidays. The employee shall therefore be entitled to thirteen (13) extra days pay computed at straight time in lieu of the above holidays. Such sums shall be paid annually on November 30. If plainclothes personnel work on a holiday they shall be entitled to straight time pay for that day. Plainclothes personnel will receive holiday pay on the same basis as uniformed personnel for the holidays actually worked by such personnel.

Employees may take, subject to the provisions of this paragraph, days off with regular straight-time pay in lieu of the paid holiday time set forth in this Article. Each day so taken shall be deducted from the thirteen (13) days allotted to each employee. The usage of time shall be consistent with the needs of the operation and shall be at the discretion of the Department. The usage of time shall not cause or result in the payment of overtime to another officer. Days off must be scheduled in advance and the employee must receive advance approval from the Department.

With respect to Article XVI regarding days off in lieu of paid holiday time, employees desiring such days off between November 15 and December 31 shall submit their requests for such days by November 15.

ARTICLE XVII - SICK LEAVE

SECTION A. An employee shall be entitled to absence without loss of pay for sickness or other good cause upon application by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday but is to be taken only when some compelling necessity prevents the employee from performing his assigned duty. Sick and emergency leave days shall be accumulated at the rate of one (1) per month. Unused sick and emergency leave days not taken in any one fiscal year may be accumulated for use in the future, but such accumulation shall not exceed one hundred (100) days.

1. In order to earn one (1) day of sick leave, an employee must work and be paid for, or be on an authorized paid leave for eighty (80%) percent of the scheduled working days within the calendar month.
2. Employees on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave while on such leave.
3. The Township reserves the right to require an employee to take an involuntary sick or health or disability leave of absence, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties. Such disability shall be deemed just cause for the purposes of this agreement.
4. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits or compensatory time upon written request.
5. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION B. In order to be eligible for compensation while on sick leave, the employee must be at his residence or a hospital or physician's office. The employee, if at his residence, must be available by telephone to confirm his presence. An answering device is not an acceptable substitute for this requirement.

This provision will not apply in those cases in which the employee is incapacitated due to a disabling condition verified to the satisfaction of the Township.



SECTION C. On December 31 of each year the number of unused sick leave days in each employee's sick leave accumulation shall be computed and each employee having more than one hundred (100) days to his/her credit will receive one-half (1/2) pay in cash for sick leave days in excess of one hundred (100) days. The payment will be made in the second payroll period in January each year.

SECTION D. Employees may donate earned sick leave days to another employee, providing the recipient would otherwise qualify for sick leave and would otherwise be off without pay having exhausted all of his/her accumulated sick leave and vacation leave and provided further that the employee making the donation has at least thirty (30) days of paid sick leave remaining to his/her credit. The procedures used shall be subject to approval of the employer.

ARTICLE XVIII - LONGEVITY

In addition to the pay provided for in Article XIV, the employee shall receive, with the next pay after the anniversary date of hire, a sum equal to the percentage of his annual base rate of pay then in effect based upon his length of service at that time. The payment will be based upon the employee's date of hire and the amount of time actually worked in the preceding calendar year (i.e., anniversary date to anniversary date).

<u>Length of Service</u>	<u>Percentage of Annual Pay</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

ARTICLE XIX - INSURANCE

SECTION A. The Township agrees to provide at its own expense, false arrest insurance for all employees covered by this contract.

SECTION B. The Township agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the group life insurance of \$30,000.00 and \$30,000.00 for accidental death and

dismemberment for seniority employees. Premium to be deducted from payroll during probationary period of probation. If probation is successful, the employee is reimbursed for the premium. Effective January 1, 1999, the life insurance shall be increased to \$60,000.00 and \$60,000.00 for accidental death dismemberment for seniority employees.

SECTION C.

1. The Township agrees that, for the duration of this Agreement, it will continue to pay the premium to furnish the health insurance set forth in sub-section 1. Effective sixty (60) days after ratification of the contract by both principal parties, the current health insurance for seniority employees shall be changed to Community Blue PPO Plan 1, SOCT, FC, SD, (\$5 Preferred Prescription Drugs MOPD, PD-CM, PCD) PD-MAC, MOPD with Riders: CB-PCM Rider (Community Blue Preventive Care Benefits Rider); CB-ET \$25 Rider (Community Blue Emergency Room \$25 Copay Requirement) and CB-MHP 20% Rider (Community Blue Mental Health Parity Rider). At the time the foregoing health insurance is implemented, the PPOs in effect during the January 1, 1996 - December 31, 1999 contract shall be discontinued. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium.

2. The Township will provide the employee the option of selecting coverage under Blue Cross/Blue Shield hospitalization insurance (with Master Medical) the same as in effect during the January 1, 1996 - December 31, 1999 contract. This option is subject to the condition that such coverage is available to the Township. An employee selecting this option shall be responsible for any premium costs above those for the insurance set forth in sub-section A above and shall pre-pay each month the difference in such costs.

SECTION D. The Township agrees that, for the duration of this Agreement, it will continue to pay the premium to furnish the Blue Cross/Blue Shield prescription drug program (\$5 Preferred RX drug card) covering the employee and members of his immediate family, but not including family continuation service under the F.C. Rider with a Five (\$5.00 Dollar) deductible drug prescription rider, provided, however that such program is available to the Township for the employees covered under this Agreement.

SECTION E. The Township will, for the duration of this Agreement, provide group dental insurance, family coverage, for full time seniority employees. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium. Effective January 1, 1999 the annual maximum payment shall be as follows:

Dental Class I - III - \$1,000  
Class IV - \$1,000

SECTION F. The Township agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the short term disability insurance currently in force for seniority employees. The short term disability insurance is to provide for benefits of Eighty Four (\$84.00) Dollars per week for twenty-six (26) weeks if sick or disabled and unable to work. The insurance coverage will begin the first day for an accident and the eighth day after the beginning of an illness. This insurance benefit is payable under the terms of Article XXI Disability Leave. Effective thirty (30) days after the contract is signed, the short-term disability insurance will be increased to \$250.00 per week up to forty (40%) percent of the employee's regular take-home pay. Effective January 1, 1987, the short-term disability insurance will be \$250.00 per week up to fifty (50%) percent of the employee's regular take-home pay.

SECTION G. The Township agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the long term disability insurance currently in force for seniority employees. This insurance benefit is payable under the terms of Article XXI - Disability Leave.

SECTION H.

A. Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. No matter contained in this Article shall be subject to the grievance procedure.

B. Except as set forth in Article XXI - Disability Leave, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that if an employee is temporarily laid off his insurance shall be continued in force (if permitted by the insurance carrier) for the period for which the Township has prepaid the premium, if any, but in no event longer than thirty (30) days.

C. Except as set forth in Article XXI - Disability leave, it is understood that the Township's sole obligation under this Article is to pay the premiums, to provide the insurance coverage set forth above for eligible employees who are actively working.

D. The Township reserves the right to select the carrier(s), to change carriers, and to become self insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.

SECTION I. Each employee who chooses to waive Township provided health insurance and whose spouse or parent has coverage provided by another employer, shall be paid a cash incentive each year for every year that the employee waives Township provided coverage. The cash incentive shall be equal to thirty (30%) percent of the annual premium for health insurance the employee was enrolled in at the time of waiver election. New employees, hired after November 1, 1993, will be eligible for thirty (30%) percent of the lowest premium cost health insurance option offered by the Township. Payments shall be made semi-annually to each employee who has not taken any Township provided health insurance for the previous six (6) months. The cash payments made in lieu of benefits are considered taxable income by the IRS. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff, termination, death, divorce, legal separation, or loss of eligibility under parent's contract, shall be allowed to enroll in the Township provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a Township sponsored plan at the beginning of the next billing period. Employees who elect to waive their coverage may not re-enroll in the Township provided health insurance plan for any other reason until the Township's re-enrollment period each November. In the event that an employee re-enrolls, his payment shall be pro-rated according to the number of months he waived coverage in the six (6) month period. Election of waiver in the Township sponsored plan shall be limited to the April and November billing period. The Township shall have no responsibility to counsel employees regarding the advisability of election or waiver of coverage. To be eligible for the benefit set forth herein, the employee must submit the Health Insurance Allowance Form attached hereto as Appendix A.

SECTION J: The Township will provide group optical insurance, family coverage, for full-time seniority employees. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contract between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. The Township reserves the right to select the carrier, to change carriers, and to become self insured.

ARTICLE XX - LEAVES OF ABSENCE

SECTION A. The Township in its sole discretion, may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Chief or his designated representative and approved by him, or his designated representative, in writing prior to the start of the leave. Such leave may be extended upon written approval of the Township.

SECTION B. An employee on military leave for service in the armed forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

SECTION C. Any time on leave status shall not be counted toward the twelve (12) month probationary period.

SECTION D. All leaves shall be in writing signed by the Township and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION E. Any employee who obtains employment while on leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose, or the Township Supervisor grants written permission.

SECTION F. Except as otherwise specifically provided in Article XXI - Disability Leave - no benefits of any kind will be earned or accrued to an employee during any leave of absence set forth in this Article. Seniority only for purposes of Article IX - Layoff and Recall shall accumulate for the first sixty (60) calendar days for a leave of absence for non-compensable injury or illness and for the period of the disability not to exceed twenty-four (24) months for a compensable injury or illness as set forth in Article XXI - Disability Leave - however, such time on leave shall not be considered as time worked for any other purpose under this agreement.

SECTION G. If an employee suffers a duty related disability (as defined in Article XXI, Section A, Paragraph 2 - Duty Related Disabilities) and, if it is ascertained that the nature of the injury or illness is such that the employee will be unable to return to work, such employee will be retired, if eligible, under the Township retirement system.



ARTICLE XXI - DISABILITY LEAVE

SECTION A. Short term disability up to twenty-six (26) weeks):

1. Non-compensable illness or injury:

In the event an employee is ill or disabled and unable to work within the Police Department at his regular salary, as a result of an illness or injury not compensable under the Workers' Compensation Act, the employee will receive insurance benefits in accordance with Article XIX, Section F, Short Term Disability Insurance for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness or injury. The employee may also use a pro rata amount of his earned sick leave and/or vacation leave, if any, to equal to equal one-hundred percent of his normal base salary. It is understood that the insurance benefit and sick leave, if any, may not exceed one-hundred percent of the employee's normal base salary. Payments made by the Township shall be deducted from the employee's accumulated sick and/or vacation leave on a pro rata basis.

2. Compensable illness or injury:

In the event an employee is disabled and unable to work within the Police Department at his regular salary as a result of a duty connected personal injury or illness arising out of and in the course of his employment, and in fact, is paid Workers' Compensation Benefits, the employee will be paid will be paid for those days the employee would otherwise have been scheduled to work one-hundred percent of his regular straight-time pay, such payment to consist of the Worker's Compensation Benefits payments as supplemented by the applicable payments to eligible employees under any other disability insurance plan provided by the Township. It is understood that the Township's responsibility pursuant to this Section is to pay the difference, if any, between such one-hundred percent of the regular straight-time pay and the compensation

set forth above. The payment set forth in this Section will be made for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness or injury. This period may be extended for an additional period of up to twenty-six (26) weeks upon review and approval of the Township Board. A duty connected illness or injury shall be such an illness or injury which is compensable under the provisions of the Michigan Workers' Compensation Law. The Township may, at its option, require a confirming statement from a medical doctor relative to the nature of the injury or illness and the duration of such absence.

SECTION B. LONG TERM DISABILITY  
(in excess of twenty-six (26) weeks)

In the event an employee is unable to return to work within the twenty-six (26) week period described in Section A above, due to either a non-compensable or compensable illness or injury, the employee will receive insurance benefits in accordance with Article XIX, Section G, Long Term Disability Insurance.

SECTION C. In the event a seniority employee suffers a compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for one (1) year from the date of such illness or injury. This period may be extended for an additional period of up to one (1) year upon review and approval by the Township Board.

SECTION D. In the event a seniority employee suffers a non-compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for six (6) months from the date of such illness or injury.

SECTION E. An employee unable to return to work within two (2) years of the date of the illness or injury shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township Board.

1. A written notice of termination, and date of termination, shall be signed by the employee's department head and the Township Supervisor and delivered to the employee.

2. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of illness or injury.

3. All employee and dependant insurance coverage shall cease on the date of termination.

#### ARTICLE XXII - FUNERAL LEAVE

SECTION A. In case of death occurring in the employee's immediate family requiring his absence and during a duty period, the employee may be granted a leave of absence with pay for such period, not to exceed four (4) consecutive days, as will be necessary in the particular circumstances, one day of which shall be the day of the funeral. The grant of any such leave and the amount thereof shall be approved by the Chief of Police. "Immediately family" is defined as (1) the employee's wife, husband, child, brother, sister or parent, parent-in-laws, grand parents, grand parent-in-laws, step children and grandchildren.

SECTION B. Employees shall be allowed a one (1) day leave of absence with pay to attend the funeral of a brother-in-law, sister-in-law, aunt, uncle, or any relative of the employee living in the same household provided that the funeral occurs on the employee's scheduled work day.

SECTION C. The Township reserves the right to require proof of relationship and attendance at the funeral.

#### ARTICLE XXIII - PERSONAL LEAVE

SECTION A. All full-time seniority employees will be granted two (2) days of paid leave for use during the fiscal year for personal reasons which require the employee's absence during normal working hours.

SECTION B. Application for such leave must be made in writing at least three (3) days before taking such leave (except in the case of emergencies) and the applicant must receive the approval of the Chief of Police or his designated representative, before taking such leave. The personal leave day may not be accumulated or carried over from year to year, and will be forfeited if not used by December 31st. The number of employees allowed to take leave pursuant to this Article at any one time will be within the sole discretion of the Township.

SECTION C. Effective January 1, 1984, all full-time seniority employees will be granted three (3) days of paid leave for use during the calendar year for personal reasons which require the employee's absence during normal working hours.



ARTICLE XXIV - RETIREMENT

SECTION A. Employees included within the bargaining unit shall be entitled, as a condition of their employment, to the benefits of the retirement program approved by the West Bloomfield Township Board (the basic plan) and presently in effect for this bargaining unit which retirement plan is incorporated herein by reference. The pension formula will be one and one-half (1 1/2%) percent of final average earnings.

SECTION B. The mandatory retirement age will be sixty-five (65) years of age and the employee will normally retire on the first day of the month following the employee's sixty-fifth (65th) birthday. Upon written application and good cause shown, the Township Board may, in its sole discretion, grant an exception to this requirement for such periods of time as it deems appropriate. The normal retirement age will be fifty-five (55). Effective January 1, 1993, the normal retirement age will be age fifty-three (53). Effective January 1, 1994, the normal retirement age will be age fifty-two (52).

SECTION C. The Township will provide a voluntary employee contributions plan for deferred compensation.

SECTION D. Effective April 1, 1979, the Township will establish a defined contribution pension plan to which the Township will contribute an amount equal to five (5%) percent of each employees aggregate total earnings for each fiscal year with full vesting in the employee after ten (10) years of service with the employer.

SECTION E. The Township reserves the right to select the carrier(s), to change carrier(s), and to become self insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.

SECTION F. Effective January 1, 1998, the current pension plan provision entitled "Death Before Retirement -- Spouses Basic Pension Benefit" will be revised to provide a minimum service requirement of ten (10) years.

SECTION G. Effective May 1, 1997, the Township agrees to apply the following benefit formula to those employees who retire at normal retirement age after May 1, 1997. The combined benefits under the plans set forth in Section A and Section D above equated to the actuarial equivalent of a straight life annuity for the employee alone will not be less than 2.75% of the employee's final average compensation multiplied by the employee's years of credited service (up to a maximum of eighty (80%) percent) at the time of retirement. This minimum benefit shall be payable until the age at which unreduced social security benefits are available.

Upon attaining the age at which unreduced social security benefits are available the combined benefits under the plans set forth in Section A and Section D above equated to the actuarial equivalent of a straight life annuity for the employee alone will not be less than 2.25% of the employee's years of credited service (up to a maximum of eighty (80%) percent) at the time of retirement. This minimum benefit shall be payable for the remaining lifetime of the employee.

The 2.75% minimum benefit level will be computed as follows: The benefit (1.5% single straight life annuity) payable under the basic plan set forth in Section A, the actuarial equivalent single straight life annuity under the defined contribution pension plan set forth in Section D, and a supplement, if necessary, to bring the benefit level to 2.75%. At the age at which unreduced social security benefits are available, the minimum benefit level shall be revised to be 2.25% and computed on the same basis set forth above.

Final average earnings shall be based on the employee's highest four (4) consecutive years in the last ten (10) years of employment. In the event an employee incurs a disability injury (which necessitates the employee's absence from work for three (3) or more months) during the last five (5) years prior to retirement, such employee may select the employee's highest four (4) years in the last ten (10) years of employment.

If an employee withdraws any part or all of his account from the defined contribution pension plan, the benefit payable under this provision shall be reduced by the actuarial equivalent of such withdrawal; the amount of reduction shall be the single straight life annuity which could have been purchased from the amount withdrawn if said amount had remained in the defined contribution pension plan until retirement. In the event the employee's benefits under Section A and Section D above equal or exceed 2.75%, or 2.25% as applicable, no additional payments or supplements will be made under this provision.

Cost of living adjustments, if any, under the basic plan set forth in Section A will be paid as set forth in the basic plan irrespective of whether any supplement is paid under this provision.

SECTION H. Designated beneficiaries of an employee who dies while in service are entitled to the full vested portion of the employee's multivestor pension monies.

SECTION I. Retirement window period: Any bargaining unit member who has twenty-two (22) or more years of service and a minimum age of fifty-three (53) may elect to retire during the period of November 15, 1997 to December 31, 1997. This one time only window period expires December 31, 1997. It is understood that the employees retirement benefit shall be based on his/her actual years of service times the multiplier. Such retiree would be eligible for health insurance upon retirement pursuant to Article XLIII.

SECTION J. Effective July 1, 1997, all unit members shall contribute two (2%) percent of gross pay computed on the same basis as the Township's contribution to the basic plan set forth in Section A.

SECTION K. Effective thirty (30) days after ratification and execution of the contract by both principal parties, the current pension plan shall be amended to provide the spouse with a line of duty death benefit. The spouse of an employee, who dies as a result of a duty connected personal injury or illness arising out of, and in the course of his/her employment, will be eligible for a line of duty pension benefit and no employee minimum age or service requirement shall apply. The spouse's line of duty death pension benefit shall be sixty-six and two-thirds (66-2/3%) percent of the employee's base wage at the time of death, or the employee's full pension benefit to which the employee is entitled, whichever is greater. This pension shall be subject to set off and reduction by the amount of any workers compensation benefits provided, however, that a pension received under this Section shall not be considered a 'like benefit' under 161 of the Workers Compensation Act. Any workers compensation redemption shall be pro-rated and offset against future disability pension payments. Health insurance shall be provided to the surviving spouse on the same basis as though the employee were receiving a duty disability pension benefit.

SECTION L. Effective July 1, 1997, the joint and survivorship option offered by the retirement plan shall 'pop-up' to the unreduced pension amount if the designated beneficiary dies before the retiree. The unreduced pension amount will be payable for those months occurring after the month of the designated beneficiary's death.

SECTION M. Effective January 1, 1998, the current pension plan provision Section 6.03 Spouse's Annuity Coverage shall be revised by changing fifty (50%) percent to sixty-six and two-thirds (66-2/3%) percent.

ARTICLE XXV - EDUCATIONAL BENEFITS

The Township encourages its employees to upgrade their educational background and in recognition of the same, the employer will pay tuition and supply books for any employee pursuing studies to an associate or bachelor's degree in police administration or other higher education, which in the judgment of the Township, would be beneficial to his employment in the police department and be of assistance to him in obtaining promotion within the department. Permission of the department must be obtained prior to the beginning of such training. The Township will pay the tuition directly to the school and reimburse the officer for expenditures for books upon presentation of receipts. The officer will reimburse the Township for tuition at the end of each semester which is not successfully completed by the officer. All books shall be and remain the property of the Township. It is understood that if the employee resigns or is terminated for misconduct or incompetence within one (1) year following completion of the course work, the employee will reimburse the Township for the full amount paid by the Township in one lump sum to be deducted from the employee's final paycheck(s). This provision will not apply to those training programs specifically required by the Township in writing.

Members of the bargaining unit with at least seven (7) years of seniority shall be eligible to apply for additional educational benefits for course work leading to a Masters in Criminal Justice or similar degree.

Approval of payments for course work shall be at the sole discretion of the Township. Approval of the Township must be obtained prior to the commencement of the course work.

The Township will pay for fifty (50%) percent of the cost for approved course work in which a grade of "C" or better has been attained. The Township will pay its share of the tuition directly to the school. The Command Officers shall reimburse the Township (by payroll deduction) for its share of the tuition at the end of each semester in which a course was not successfully completed by the Command Officer.

In the event the Command Officer terminates, or is terminated from, employment for any reason within five (5) years following completion of the approved course work, the Command Officer shall reimburse the Township for the full amount paid by the Township within the five (5) year period in one lump sum payment to be deducted from the employee's final paycheck(s). The Command Officer shall sign (prior to any payments) a written agreement authorizing such deductions from the Command Officers paychecks.

### ARTICLE XXVI - UNIFORM ALLOWANCE

Each employee required to wear a uniform shall be initially supplied a complete uniform in accordance with the inventory to be established by the Township. Additional items to be added to that uniform shall be supplied to the employee by the Township. Each employee shall be entitled to a uniform allowance for replacement of worn equipment or clothing in the amount of Four Hundred (\$400.00) Dollars per fiscal year or an average of Four Hundred (\$400.00) Dollars per fiscal year over any three (3) consecutive fiscal years. The Department will provide up to \$750 each five (5) years for purchase of a Department approved vest. The stipend will be paid through the Township Purchasing Department to an approved vendor. The employee shall be eligible for such stipend when his/her current vest is five (5) or more years old.

The uniform allowance may be drawn against by presentation of bills by the employee to the Chief of Police and return of worn equipment or clothing. Should the employee resign prior to the completion of his year's duty, a pro rata share of this allowance will be withheld from final payment. Effective with the ratification of this Amendment, the Township shall provide for adequate and proper cleaning of uniforms by appropriate contracting with a cleaning establishment. Employees are to present uniforms for cleaning at the selected establishment and sign the cleaning invoice to be forwarded to the Township.

In lieu of uniform allowance, each officer assigned to plain clothes assignments will be paid \$400.00. Should the employee resign or leave the plain clothes assignment prior to the completion of his year's duty, a pro-rata share of this allowance will be withheld from his final paychecks or from the uniform allowance he would have otherwise received. Effective July 1, 1996, it is understood that the Township shall provide for the adequate and proper cleaning of the personal clothing that is required to be worn by members holding plain-clothes assignments by an appropriate contracted cleaning establishment.

### ARTICLE XXVII - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union and the Township or its designated representative(s) upon the mutual agreement of the parties. Such meetings shall be between no more than two (2) representatives of the Union and two (2) representatives of the Township unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting, as well as the names of the representatives of the party proposing the meeting who will be in attendance shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable hours. The employee Union representative(s) shall not lose pay for time spent in the special conferences, if conducted during such employee's normal scheduled hours.



ARTICLE XXVIII - UNION BULLETIN BOARD

SECTION A. The Township shall provide the Union with a bulletin board for posting of notices set forth in Section B, below, provided such notices are initialed by a Union Steward. The Union will submit one (1) copy of said notice to the Chief of Police.

SECTION B. Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections, appointment and results thereof.
3. Notices of Union meetings.
4. Notices of Union education classes, conferences or conventions.
5. Notices of items for sale by employees in the Department.

SECTION C. The bulletin board shall not be used by the Union or its members for disseminating derogatory or political matters of any kind whatsoever.

ARTICLE XXIX - GENERAL

SECTION A. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION B. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, national origin, political affiliation or other protected classifications under state and federal law. The Union shall share equally with the Township the responsibility for applying this provision of the Agreement. Alleged violation of this Section shall not be subject to the Grievance Procedure.

The Township agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Township or any Township representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

SECTION C. The Township may, upon legitimate complaint, require that employees submit to physical and mental tests and examinations by a Township appointed doctor when such tests and examinations are considered to be of value to the Township in maintaining a capable work force, employee health and safety, etc., provided, however, that the Township will pay the cost of such tests and examinations.



SECTION D. The Township may require that employees authorize their doctors to provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time exceeding three (3) consecutive days.

SECTION E. All supplemental agreements to this contract shall be subject to the approval of the Township and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union. This Section shall not apply to the settlement of grievances by the representatives of the parties.

SECTION F. Each employee may add his written comments to his personal evaluation.

SECTION G. In the event the Township incurs actuarial and/or legal fees in the processing calculation of benefits and/or compliance with a Court ordered domestic relations order or an eligible domestic relations order, the involved employee shall be responsible for the re-payment of such actual fees incurred by the Township. Such re-payment may be allowed through payroll deduction under such terms as are acceptable to the Township.

#### ARTICLE XXX - RESIDENCY

SECTION A. All employees shall, as a condition of continued employment, be residents and reside in that area, contained within a circle the radius of which is twenty-five (25) miles and the center of which is the geographical center of West Bloomfield Township, which is hereby defined as the common section corner of Sections 15, 16, 21 and 22 of T2N, R9E, West Bloomfield Township, Oakland County, Michigan.

SECTION B. The Township may, in its sole discretion, employ new employees without regard to the requirements of Section A of this Article, provided that such new employees become residents and reside in that area set forth in Section A of this Article, within ninety (90) days after successfully completing the probationary period of employment.

SECTION C. Employees who, on December 17, 1973, did not reside within the area set forth in Section A of this Article, shall be exempt from the requirements of Section B of this Article, provided, however, that said employees shall (at such time as they change their place of residence from the one held, as shown by the Township's records on December 17, 1973) move their residence within the distance from the geographical center of the Township as set forth in Section A above.

ARTICLE XXXI - SCOPE OF AGREEMENT

SECTION A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION B. This Contract includes each and every agreement entered into between the Township and the Union with respect to those subjects for which the Union is authorized to act as a representative of the bargaining unit. Matters not specifically included within this Contract shall be governed by the provisions of the West Bloomfield Township Police Protection Ordinance, No. 18, as it is from time to time amended, and the Rules and Regulations as are from time to time promulgated thereunder. Additions to, modifications and/or deletions from the provisions of Ordinance No. 18 and the Rules and Regulations promulgated thereunder will be adopted at Township Board meetings. A copy of the agenda of the board meeting will be made available to the Union at the time it is made available to the public.

SECTION C. Nothing herein contained shall be held to restrict or impair the right of the Township, as employer, to direct the work of its employees and to establish reasonable rules and regulations relating to the performance of that work, in accordance with the said West Bloomfield Township Police Protection Ordinance, as it may be amended from time to time, where such rules and regulations are not inconsistent with the terms of this Agreement. The right to hire, promote, discharge or discipline and to maintain discipline and efficiency of employees, is the sole responsibility of the employer except the union members shall not be discriminated against as such. The work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the employer.

SECTION D. Nothing in this contract shall be held to conflict with the laws of the United States and the State of Michigan relating to veterans preferences, wage and hour laws, workers' compensation, or other similar laws, it not being intended hereunder to limit the rights of employees afforded by such laws in any way.

ARTICLE XXXII - DISCIPLINE

SECTION A. An employee shall have the right to have a Union steward present with him/her at every stage of the disciplinary process.

SECTION B. In the event an employee is suspended or discharged, the Township will provide written notice of the suspension or discharge to the local Union steward or alternate within forty-eight (48) hours (excluding Saturdays, Sundays and Holidays) of the imposition of the suspension or discharge. Notice will be deemed to have been given when the written notice is placed in the Union steward's or alternate's department mail box.

SECTION C. Unit members will have a reasonable opportunity, upon request, to have a Union steward present during all administrative and investigatory proceedings when the investigated officer must be present.

ARTICLE XXXIII - ADMINISTRATIVE LEAVE

SECTION A. Command officers in this bargaining unit shall appear for duty sufficiently in advance of the start of their shift to properly prepare for briefing, preparation of assignments, etc. Command officers shall also remain on duty sufficiently after the end of their shift to properly attend to reports, debriefing, etc. No overtime payment shall be made for the administrative time set forth above.

SECTION B. On January 1st of each year, command officers will receive three (3) days (effective January 1, 1990, four (4) days) (effective July 1, 1997, five (5) days) of administrative leave time with pay. Such leave time shall be taken only upon the advance approval of the Chief, or his designee, and must be taken within the calendar year (January 1 to December 31 inclusive) or be forfeited.

SECTION C. No overtime payment under any circumstances shall be paid or accrued by operation of this Article or use of an administrative leave day by a command officer.

SECTION D. It is understood that the Police Chief may allow administrative leave time to be taken in one-half (1/2) day increments. Such one-half (1/2) day increments must be scheduled in advance and may be taken only upon advance written approval of the Police Chief or his designated representatives.

ARTICLE XXXIV - DEPARTMENTAL TRAINING AND EDUCATION

SECTION A. The Department shall post all available school and/or training programs and all employees interested in such programs shall notify the Department in writing.

SECTION B. The Department shall make an effort to apportion such training or education assignments on an equal basis among qualified and interested employees in line with the Township's determination of the best interests of the Department.

ARTICLE XXXV - LIMITED DUTY

An officer who sustains an injury or illness as set forth in Article XXI - Disability Leave, Section A, subsection 2, may be returned to work on limited duty at the discretion of the Department.

ARTICLE XXXVI - PART-TIME OFF DUTY EMPLOYMENT

It shall be permissible for employees to engage in off duty employment which is consistent with the standards of the Department upon prior notice and permission of the Chief of Police, said permission not to be unreasonably withheld.

ARTICLE XXXVII - MERGER OF TOWNSHIP AND/OR DEPARTMENT

In the event that the Township of West Bloomfield is formally merged with any other governmental unit or the Police Department is formally merged with any other police department or agency, the Township will notify the Union in advance and the parties, upon request of either party, shall negotiate over the effects of such a merger on employees within the bargaining unit.

ARTICLE XXXVIII - MAINTENANCE OF CONDITIONS

The Township shall make no changes that are contrary to the provisions of this Agreement, in wages, hours or conditions of employment. This Agreement shall supersede any rules and regulations governing the Police Department which are in conflict with the provisions of this Agreement.

ARTICLE XXXIX - PERSONNEL RECORDS

Contents of an officer's personnel file shall be treated in accordance with Act No. 397 of the Public Acts of 1978.

ARTICLE XL - DEPARTMENTAL INVESTIGATIONS

Whenever any complaint or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee, who is covered by this Agreement under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of a crime or offense under the State or Federal law or a traffic violation involving death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee shall specifically have the right to representation by the Union at every stage of the proceedings:

1. The employee shall be given a summary of the charges against him.
2. Before he is interrogated or required to make any statement he shall be allowed the opportunity to obtain the advice of counsel.
3. Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
4. 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.

Nothing in the foregoing procedures shall limit the right of the Department to use such statement for department and disciplinary purposes.

ARTICLE XLI - MEMBER'S RIGHTS

1. Any member who is accused of violating any criminal law, City, State or Federal shall be entitled to his full rights and subject to the obligations required under the State and Federal Constitutions.

2. The Department shall give a member at least five (5) working days notice of any disciplinary matter scheduled to be heard by the Board of Inquiry or Appeal Board. Such notice shall indicate the time and place of the hearing.

3. After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall respond within twenty-four (24) hours from the time of the order in which to comply. If any member is ordered to make an oral statement, he shall immediately comply subject to the receipt of Miranda or Garrity warnings if applicable.

4. An Association officer or counsel shall have the right to be present at all disciplinary hearings at the request of the member.

5. A member shall have the right to have counsel present at any disciplinary hearing where testimony is given, to have counsel cross-examine all witnesses against the member.

6. No member shall engage in political activity, either partisan or non-partisan, when actually on duty, or while in uniform or while acting in official capacity as a police officer; nor shall he identify himself as a police officer.

ARTICLE XLII - SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, shall not be affected thereby. The parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.



ARTICLE XLIII - HEALTH INSURANCE FOR RETIREES

SECTION A. The Township will provide and pay for BC/BS health insurance coverage for retirees in good standing under the Township's retirement system who are regular service retirees of at least fifty-five (55) years of age and at least twenty (20) years of seniority (effective January 1, 1994: or at least fifty- two (52) years of age and at least twenty-five (25) years of seniority) or who are receiving workers' compensation and/or duty disability pension benefits.

In the event a unit member, who has at least twenty (20) years of seniority but who has not yet attained the age of fifty-five (55), retires and receives pension benefit payments under the Township's retirement plan, such retiree shall be eligible for the health insurance for retirees set forth in Article XLIII - Health Insurance for Retirees upon attainment of age fifty-five (55).

1. The level of coverage provided shall be Blue Cross/Blue Shield hospitalization insurance (with Master Medical) the same as in effect during the January 1, 1997 - December 31, 1999 contract. If available to the Township and approved by the carrier, the Township will provide the retiree the option of selecting coverage under one of the HMO's then provided to active employees; provided that the retiree shall be responsible for any costs above the Blue Cross/Blue Shield coverage set forth above in this section and shall pre-pay each month the difference in such costs.

2. The Township's stipend payment will be made for the eligible employee and his/her lawful spouse, under the conditions set forth in this Article.

3. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's insurance plan shall be considered the secondary insurance.

4. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program). The sole obligation of the Township is to contribute to the cost of premium payments as set forth herein. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Township and the carrier.

5. Any funds established by the Township shall be vested in the Township, and no officer covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the Township, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the Township. Furthermore, the Township reserves the right to change providers.

6. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse, is actively employed by another employer and covered by his/her employer's health insurance program.

7. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement.

a. In the event the employee selects one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.

b. In the event that the spouse shall have comparable or better insurance available, the Township shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage the spouse will then become eligible for coverage from the employer.

8. Effective January 1, 1987, employees shall contribute one and one-half (1-1/2%) percent of the employees' annual gross earnings to the fund designated by the Township. Effective January 1, 1989, the contribution will be reduced to three-quarters (.75%) of one percent. Effective January 1, 1990, the contribution will be eliminated. Employee contributions will be made by payroll deduction. Employees shall sign a payroll deduction authorization authorizing such deductions.

9. In the event a retiree and/or spouse would otherwise be eligible for health insurance coverage under this Section, the retiree and/or spouse may opt out of Township provided health insurance on the same basis as active employees as set forth in Article XIX - Insurance, Section 19.8. This provision does not apply to a retiree and/or spouse who under sub-section 6 and 7.b above is ineligible for health insurance.

SECTION B. In consideration for the Township's agreement to this Article, the Union agrees that the Township shall not be required in the future to make any cash payment upon separation of employment for any reason to any individual for any accumulated sick leave days which are below a total of one hundred (100) accumulated sick leave days.

This Article is null and void if the Township becomes obligated to make any cash payment upon separation of employment for any reason for accumulated sick leave days to any person with fewer than one hundred (100) accumulated sick leave days.

#### ARTICLE XLIV - DUTY DISABILITY PENSION

SECTION A. In the event an employee is disabled and unable to work within the Police Department at his regular base salary as a result of a duty connected personal injury or illness arising out of, and in the course of, his employment, and the employee in fact is eligible for, and is paid, workers' compensation benefits, the employee shall, after a period of two (2) years, be eligible for a duty disability pension equal to fifty(50%) percent FAE (effective January 1, 1998 - sixty-six and two-thirds (66-2/3%) percent of FAE) until normal retirement age. This pension shall be subject to set off and reduction by the amount of any disability insurance benefits and workers' compensation benefits provided, however, that a pension received under this Section shall not be considered a 'like benefit' under 161 of the Workers' Compensation Act. Any workers' compensation redemption shall be pro-rated until regular service retirement age and offset against future disability pension payments.

SECTION B. Once a duty disabled employee reaches normal retirement age and is eligible for regular pension benefits, the employee will receive normal pension benefits in lieu of the duty disability pension. The regular pension benefit shall be calculated so as to include service credit for all time during which the employee is duty disabled. Final average earnings shall be that as determined at time of disability.

SECTION C. At any time, the Township may, at its discretion, require that the employee submit to physical and/or mental tests by a Township appointed doctor to verify that the employee continues to suffer from a duty related disability, as shown by medical evidence, which prevents the employee from performing his regular assigned duties. In the event that the employee is found medically able to return to work, the employee shall be returned to active duty, except as provided in D. below.

SECTION D. In the event that the employee disagrees with the findings of the Township-appointed doctor, he may, within thirty (30) day of such examination, submit evidence from another doctor. The cost of this second opinion shall be borne by the employee. If the Township and the Union do not agree after the second medical opinion, a third opinion will be secured from the Chief of Medical Staff of William Beaumont Hospital, or his designee(s). The findings of such third doctor will be final. The cost of securing such third opinion shall be divided equally by the Township and the Union. If the third doctor determines that the employee is medically able to perform his regular duties, the employee shall be returned to active duty.

ARTICLE XLV - POLICE CAPTAIN

SECTION A. The Township may create a new position of Captain. The position shall not be in the bargaining unit represented by the Union and shall not be covered by the Collective Bargaining Agreement between the Township and the Union.

SECTION B. The selection and assignment of the Captain shall be the right of the Township; provided that, the Captain shall be appointed from amongst the members of the bargaining unit represented by the Union.

SECTION C. The salary for the Captain position shall be set by the Township. The position shall be considered an exempt position and the incumbent shall not be eligible for any overtime payments. All other economic fringe benefits shall be the same as those provided for unit members in the Collective Bargaining Agreement between the Township and the Union.

SECTION D. The duties and assignments of the Captain shall be as determined by the Police Chief.

SECTION E. The Captain shall continue to accrue seniority and those benefits based upon seniority while serving as Captain. In the event the Captain is returned to the bargaining unit under Sections F, G, H and/or I set forth below, the Captain shall be credited with all accrued seniority and benefits. The individual shall receive the salary and benefits then in effect for the position last held.

SECTION F. The Township shall have to continued right to eliminate the position of Captain in which event the Captain shall be returned to the rank last held within the bargaining unit.

SECTION G. The Captain shall serve as Captain at the pleasure of the Police Chief. In the event the appointment is rescinded, the Captain shall be returned to the rank last held within the bargaining unit.

SECTION H. In the event a vacancy exists in his former rank (i.e. the rank last held before appointment as Captain) the Captain may resign from the position and return to his former rank.

SECTION I. In the event the Captain becomes subject to disciplinary action (ranging from suspension up to and including termination from employment) the Captain will be considered to have been returned to the rank last held within the bargaining unit. The disciplinary action shall be processed in accordance with the Collective Bargaining Agreement between the Township and the Union. The Right of the Township to take disciplinary action and the right of the Union to contest such action shall be as set forth in the Collective Bargaining Agreement.

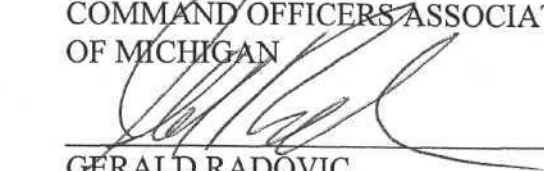
ARTICLE XLVI - TERMINATION

This Agreement shall be effective as of the 1st day of January, 2000, and shall remain in full force and effect until the 31st day of December, 2002. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than ninety (90) days prior to the anniversary date that it desires to modify this Agreement, or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date unless otherwise mutually agreed; this Agreement shall remain in full force and be effective during the period of negotiations unless and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

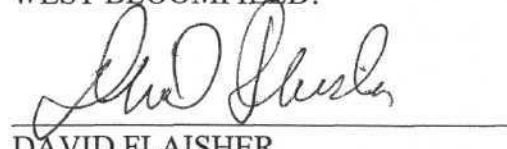
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 27<sup>th</sup> day of February, 2001.

FOR THE UNION:  
COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

  
\_\_\_\_\_  
GERALD RADOVIC,  
Business Agent

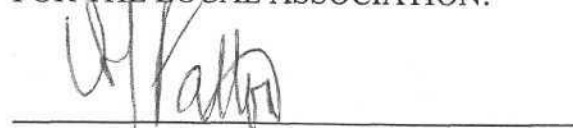
FOR THE CHARTER TOWNSHIP OF  
WEST BLOOMFIELD:

  
\_\_\_\_\_  
DAVID FLAISHER  
Township Supervisor

DATED: 2/26/01

DATED: 2/27/01

FOR THE LOCAL ASSOCIATION:

  
\_\_\_\_\_  
MICHAEL PATTON  
Chief Steward

DATED: 02/20/01



APPENDIX A

CHARTER TOWNSHIP OF WEST BLOOMFIELD

Health Insurance Waiver Allowance  
Election Form

NAME OF EMPLOYEE: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_  
DATE HEALTH INSURANCE COVERAGE IS TO BE TERMINATED: \_\_\_\_\_  
NAME AND ADDRESS OF INSURANCE COMPANY PROVIDING ALTERNATIVE HEALTH  
INSURANCE:  
\_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
GROUP NUMBER (IF APPROPRIATE): \_\_\_\_\_  
EFFECTIVE DATE OF THE POLICY: \_\_\_\_\_

PLEASE ATTACH WRITTEN VERIFICATION OF OTHER COVERAGE

In place of coverage under the Health Insurance Plan of the Township the employee elects the Health Insurance Waiver Allowance. The Allowance shall be thirty percent (30%) of the annual premium for health insurance that the employee was enrolled in at the time of this election.

The employee certifies that he (and his dependents, if applicable) has health insurance coverage provided through the employer (other than the Township) of his spouse or parent. The employee waives Township-provided health insurance coverage for himself (and his dependents, if applicable).

Payments of the allowance shall be made semi-annually to each employee who has elected not to take any Township-provided health insurance for the previous six (6) months. The employee acknowledges that the Plan limits the opportunities for an employee to re-enroll in health insurance provided by the Township. The employee acknowledges that the health insurance coverage provided by the other employer of the employee's spouse or parent may not provide the same level of benefits as the health insurance coverage provided by the Township. The employee releases the Township from all medical claims, expenses, debts or obligations of any kind which the employee (and/or the employee's dependents, if applicable) may incur during the period that the employee (and the employee's dependents, if applicable) is not covered by Township-provided health insurance. The employee acknowledges that he has received a copy of the Township's personnel policy regarding health insurance waivers.

EMPLOYEE SIGNATURE:

APPROVED BY:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## VISION CARE BENEFITS

Vision Care benefits cover services and materials that promote optimum visual health. Payment to participating Michigan providers and out-of-state providers for covered services is based on a Reasonable and Customary charge, as determined by Blue Cross Blue Shield of Michigan.

Vision examination and testing, lenses, frames, and contact lenses from non-participating Michigan providers are paid to the subscriber at 75% of the Reasonable charge, less applicable copayments.

The highlights of this Vision Care Program are:

### MEMBER COPAYMENTS

The member is required to pay the following for vision care services:

Service	Copayment
Vision Examination and Testing:	\$5.00
Frame and Lenses:	\$7.50
Contact Lenses: (Therapeutic only)	\$7.50

### EXAMINATION AND TESTING

One vision testing examination per member is payable every 24 months. However, if upon examination by an optometrist, a member is referred to an ophthalmologist concerning a vision problem and this subsequent examination occurs within 60 days, both examinations are covered as a Vision Care benefit. Only one examination copayment is required of the member. The examination includes:

- |  |                     |
|--|---------------------|
| n Visual acuity tests                                    | n Binocular measure |
| n External examination of the eye                        | n Ophthalmoscope    |
| n Medications for dilating pupils and desensitizing eyes | n Patient history   |
| n History, summary, and findings                         | n Tonometry         |

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These benefit descriptions are intended as an easy-to-read guide. This is not a contract. An official description of benefits is contained in applicable Blue Care Network/Blue Cross Blue Shield of Michigan certificates and riders.

## VISION CARE BENEFITS

FRAME AND  
LENSES

One frame and one pair of lenses is payable every 24 months for each member. A prescription change is not required and the member may order new lenses or frame to be used with his or her current frame or lenses. This benefit includes:

Lenses	Frame
n Standard size (less than 65 mm)	n Standard size (less than 65mm)
n Glass or plastic lenses	n Choice of frame: - metal - plastic - wire
n Single vision lenses	
n Bifocal lenses	
n Trifocal lenses	
n Tints ( <u>only</u> if medically necessary)	

CONTACT  
LENSES

In lieu of frame and lenses, one pair of contact lenses is payable every 24 months for each member. If medically necessary to correct vision to 20/70 or better, or if certain other visual conditions exist, contact lenses are covered.

Up to \$35 is allowed for contact lenses purchased for cosmetic reasons.

This benefit includes a choice of:

n Daily-wear lenses	or	Extended-wear lenses
n Hard lenses	or	Soft lenses
n Single lenses	or	Bifocal lenses

## VISION CARE BENEFITS

### General Limitations and Exclusions

In addition to other limitations noted in this proposal, the following would be limited or excluded.

- n Charges for sunglasses (tints above Rose #2) above the charge for regular lenses.
- n Charges for photosensitive or anti-reflective lenses above the charge for regular lenses.
- n Charges for medical or surgical treatment.
- n Charges for drugs or medications not administered for the purpose of a vision examination and test.
- n Charges for procedures considered special or unusual, such as orthoptics, vision training; subnormal vision aids, aniseikonia lenses, and tonography.
- n Charges for services for any condition, disease, ailment, or injury related to or caused by the member's employment.
- n Charges for services provided or a frame or lenses ordered before the member's contract effective date, or after termination of coverage.
- n Charges for a frame or lenses delivered 60 days after termination of the member's contract.
- n Charges for services or material which may be obtained free of charge.
- n Charges for unnecessary or experimental services or materials, based on accepted ophthalmic practice.
- n Charges for materials not prescribed by a physician or optometrist.
- n Charges for services or materials to the extent for which benefits are payable under another health care program.
- n Charges for replacement of lost or broken lenses or frames, unless the member is otherwise eligible for optical services under the limitations of this program.
- n Charges for optional services or materials, such as oversize lenses, non-therapeutic tints, blended bifocals, designer frames, and optical coatings.
- n Charges for the completion of insurance forms.

