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3/31/99



# AGREEMENT

Between

**THE TOWNSHIP OF GROSSE ILE**

and

**Grosse Ile Police Officers Association of Michigan**

**April 1, 1996 - march 31, 1999**

*Grosse Ile Township*



TOWNSHIP OF GROSSE ILE  
POAM CONTRACT 1996-1999

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TOWNSHIP OF GROSSE ILE  
GIPOAM CONTRACT 1996-1999

AGREEMENT

This agreement entered into the 10th day of February, 1997 by and between the Township of Grosse Ile, Michigan (hereinafter referred to as the "Employer") and the Police Officers Association of Michigan (hereinafter referred to as the "Union").

ARTICLE 1

PURPOSE AND INTENT

- 1.1 The general purpose of the Agreement is to set forth terms and conditions with respect to pay, wages, hours of employment and other terms and conditions of employment, and to promote orderly labor relations between the Employer, and Employees and the Union.
- 1.2 The parties recognize that the best interests of the community are served by friendly and cooperative labor relations between the employer and the employee.
- 1.3 The Employer and the Union agree that there shall be no discrimination toward any employee. The use of masculine words in this Agreement is a matter of convenience and not to be considered discriminating in any fashion.
- 1.4 The parties recognize that the employer is legally obligated to guarantee to all citizens a fair and equal opportunity for employment as needed to maintain a department as set by the employer. The parties agree that no person shall be denied employment or membership in the union nor discriminated against because of sex, age, color, creed, national origin, ancestry, political or religious beliefs as provided in P.A. 251 of 1955.

ARTICLE 2

RECOGNITION

- 2.1 Pursuant to applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Township of Grosse Ile recognizes the Police Officers Association of Michigan and its local unit, the Grosse Ile Police Officers Association, as the exclusive representative of the bargaining unit as described herein:

- 2.2 All police officers below the rank of Lieutenant, all Dispatcher/Clerks and Animal Control Officer(s) for the purposes of collective bargaining in respect to rates of pay, hours of employment, wages, grievances and other terms and conditions of employment.
- 2.3 The Chief of Police, Deputy Chief, Inspector, Lieutenant(s) and Executive Secretary positions, if filled, are excluded from the bargaining unit.

### ARTICLE 3

#### AID TO OTHER UNIONS

- 3.1 The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the association.
- 3.2 Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Association.

### ARTICLE 4

#### AGENCY SHOP

- 4.1 All employees in the bargaining unit shall, on the 31st day of their employment or the execution of the collective bargaining agreement, whichever is later, as a condition of employment either:
  - a) Become members of the Association; or
  - b) Pay to the Association a service fee equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this agreement.
- 4.2 Any employee who does not join the Association or pay his/her service fee shall be terminated within thirty (30) days from the date of written request by the Association if the Association has served the employee with proper notice.
- 4.3 Proper notice shall be:
  - a) Written notice shall be served the employee stating that he/she has an obligation to pay dues or service fees.

- b) Give a reasonable date for the employee to meet this obligation.
- c) State the amount of obligation.
- d) State to whom the obligation is to be given.
- e) Provide the Chief of Police with a copy of the notice.
- f) Notify the employee that he/she has not met his/her obligation by the established date and that a request for his/her termination was being made to the employer. A copy of this notice shall be given to the Chief.
- g) Notify the employer in writing that a request for termination is being made under the terms of this article.

- 4.4 The Association cannot request termination of any employee who resigned or has been expelled from the Association for any reason other than failure to tender dues or service fees.
- 4.5 The discharge of an employee for failure to pay Union dues or service fees shall not be subject to the grievance procedure.
- 4.6 The Union agrees to indemnify, defend, and to save the employer harmless against any and all claims, demands, suits, judgement, damage or other forms of liability or expenses that may arise out of or by reason of action taken by the employer for the purpose of complying with this Article including, but not limited to, all attorney fees, court costs, administrative hearing costs, court reporter fees, transcript costs, and unemployment compensation payments made to a discharged employee.

## ARTICLE 5

### JOINING THE ASSOCIATION

- 5.1 Employees of the bargaining unit shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation or collective bargaining with the employer. Employees through their Association may elect a representative of their own free choice to communicate any view, grievance, complaint or opinion related to their rates of pay, wages, hours of employment, or terms and conditions of employment free from any unlawful restraint, interference, coercion, discrimination or reprisal.
- 5.2 Employees shall not subject the employer and/or members of management to any form of coercion, reprisal or any interference in the execution of their legal duty.

ARTICLE 6

ASSOCIATION DUES AND OTHER PAYROLL DEDUCTIONS

6.1 Payment by check-off:

Employees may tender monthly membership dues by signing the Authorization for Check-off of Dues Form. During the life of this agreement and in accordance with the terms of the Authorization Form the employer agrees to deduct Association dues levied in accordance with the Constitution and By-laws of the Association of each employee who executes said form.

6.2 Effective date of dues deduction:

Check-off deductions under all properly executed Authorization for Payroll Deductions Form shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period the next month, and each pay period thereafter.

6.3 Payroll Deduction Form:

GROSSE ILE POLICE OFFICERS ASSOCIATION  
AUTHORIZATION FOR PAYROLL DEDUCTIONS

To Grosse Ile Township

by \_\_\_\_\_  
(Print Last name, First Name, Middle name)

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my earnings each pay period a sufficient amount to provide for the regular payment of the current rate of monthly Association dues as certified by the Association. This authorization shall remain in effect unless terminated by me by written notice to the employer.

\_\_\_\_\_  
(Employee signature)

6.4 Remittance of dues:

Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list for whom dues have been deducted as soon as possible after the first payday of the month.



6.5 Limit of employer's liability:

The employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance of payment of any sum other than that constituting actual deductions made from wages earned by employees.

6.6 The employer will make payroll deductions for the United States Savings Bond Program and for the Trenton Governmental Employees Credit Union. In order to participate, interested employees will submit to the employer properly signed forms as provided by the Credit Union or the U. S. Treasury.

6.7 Deductions will begin as soon as possible after submission of the proper forms.

6.8 Deductions will remain in effect until written notice is submitted to the Township Clerk's office requesting termination of the deduction.

6.9 No more than one change will be permitted during each month.

## ARTICLE 7

### SPECIAL CONFERENCES

7.1 Special conferences for important matters may be arranged between the Association President and the employer, through its designated representative, upon the request of either party. Arrangements for such special conferences shall be made in advance. The agenda to be discussed at the meeting shall be presented at the time the conference is requested. Matters discussed at the conference shall be confined to those included on the agenda.

7.2 Conferences shall be held at a time that is mutually agreeable.

7.3 Special conferences are not to be considered as a collective bargaining meeting nor will any Article of the Agreement be amended, abridged or revised in any way.

7.4 The Special conference is not to be used for the settlement of an alleged grievance.

## ARTICLE 8

### SENIORITY

- 8.1 All new employees hired in the unit shall serve a probationary period of one calendar year. All probationary periods must be accumulated by continuous service. There shall be no seniority among probationary employees.
- 8.2 Upon successful completion of probation, the employee shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire.
- 8.3 The association shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours, and conditions of employment except employees discharged and disciplined for other than association activities.
- 8.4 For purposes of layoff and recall, and promotion, seniority shall be by classification. The seniority lists shall be as follows: Police Officer, Dispatcher/Clerk and Animal Control Officer.
- 8.5 The employer shall give the local association a seniority list yearly on the anniversary date of ratification of the contract.

## ARTICLE 9

### LOSS OF SENIORITY

- 9.1 An employee shall lose seniority only for the following reasons:
- a) Resignation
  - b) The employee is laid off and not recalled within the following period:
    - 1) Employees with 1 to 2 years service: 18 months
    - 2) Employees with more than 2 years and 1 month: a period equal to the employee's seniority
  - c) The employee is discharged for cause and the discharge is not reversed by the grievance procedure
  - d) The employee is absent without leave for 3 consecutive days. Consideration will be given in cases involving extraordinary conditions.
  - e) Retirement
  - f) Failure to return to work when recalled from layoff as set forth in the recall procedures, Article 10.

Consideration will be given in cases involving extraordinary conditions.

- g) Failure to return to work within the time limits of an approved leave of absence.

## ARTICLE 10

### LAYOFF AND RECALL

10.1 The word "layoff" means a reduction in the work force.

If it becomes necessary to lay off employees, the following procedure will be used:

- a) The employer will decide what number of employees in each of the three classifications must be laid off.
- b) All part time and temporary employees of the classification being reduced shall be laid off first, probationary employees will be next in layoff. Seniority employees will then be laid off starting with the employee with the lowest seniority and moving up the seniority list as required.

10.2 Notice of layoff shall be given in writing two weeks prior to the layoff by mailing the same to the employee's home address by using certified mail.

10.3 The word "recall" means a call to report for work.

10.4 When the work force is to be increased after a layoff the employer will decide what number of employees in each of the three classifications is to be recalled.

10.5 Recall shall be in inverse order according to seniority in the classification being recalled.

10.6 Notice of recall, with copy to the Association, shall be sent to the employee at his/her last known address by mail using registered, certified or proof of mailing. It is the duty of the employee to keep the Chief of Police informed of address changes by written notice by mail using registered, certified or proof of mailing.

10.7 If an employee fails to report for work after 15 calendar days from the date of mailing the notice, the employee shall be considered a quit. The employer may waive the 15 days reporting time only if the employee can produce a reason which is absolutely beyond his/her control. In no event shall the waiver extend more than 3 days.

10.8 Employees laid off will remain on the recall list as follows:

- a) Employees with 1 to 2 years of service: 18 months

b) Employees with 2 years 1 month or more service: a period equal to the employee's seniority

## ARTICLE 11

### VETERANS

- 11.1 The employer agrees to abide by the Military Service Selective Service Act of 1967, as amended, and with the Armed Forces Act of 1952 with respect to the employment rights of veterans.

## ARTICLE 12

### RETIREMENT

- 12.1 Certified and sworn police officers shall be covered by the Michigan Municipal Employees Retirement Act (P.A. 1984, No. 427) as amended, with benefit programs B-3, E-2 and FAC 3, provided, however, that retirement will be permitted for certified and sworn police officers who have attained the age of 55 years and who have 25 years or more of credited service, with no reduction in pension benefits. Contributions will be paid by the employer.
- 12.2 Civilian Employees: Civilian employees (Animal Control Officer(s) and Dispatcher/Clerks) shall be covered by the Michigan Municipal Employees Retirement Act (P.A. 1984, No. 427), as amended, with benefit programs B-3, F-55/25, and FAC 3. Contributions will be paid by the employer.

## ARTICLE 13

### OUTSIDE EMPLOYMENT

- 13.1 Employees shall be permitted to engage in part-time employment with prior approval of the Chief of Police.
- 13.2 Outside employment must not interfere with the employee's duties as a member of the Police Department.

## ARTICLE 14

### USE OF TOWNSHIP HALL AND PUBLIC SAFETY BUILDING

- 14.1 The Association will be permitted to use Township Hall and the Public Safety Building for Association meetings upon written request to the Township Clerk. The request shall include the date of the expected meeting and the length of time of the meeting, including the opening and closing times.
- 14.2 Request for building use shall be submitted in writing to the Township Clerk five (5) days prior to the meeting. It is understood that the Association meetings must be scheduled so as not to interfere with the official meetings of the various commissions, committees, the Township Board, elections, etc.
- 14.3 The Township Clerk will assign the room to be used for the meeting.
- 14.4 The Association will not be charged for the use of the room unless it is necessary for the Township to pay for cleaning or for any damage.
- 14.5 In case of emergency, the written request for building use will be waived. The Association will make an oral request to the Township Clerk or his/her designated representative.

## ARTICLE 15

### ASSOCIATION BUSINESS

- 15.1 The Association President shall be permitted time off to attend to Association business if the Association will provide a substitute to fill in for the President during his/her duty hours at no cost to the employer.
- 15.2 The maximum number of days off shall be ten (10) days per year.
- 15.3 The Association President shall suffer no loss of pay or benefit as long as there are no expenses to the employer.
- 15.4 The President and Vice President of the local Association shall be the Chief Steward and Steward.
- 15.5 A steward, while on duty, shall be permitted up to a maximum of one (1) hour to investigate an alleged grievance, all other investigations shall be done only when off duty. If duty time is used to investigate an alleged grievance, the steward shall notify the Chief or his/her designated representative of the steward's intent to use duty time and permission for same shall be obtained from the Chief, which permission shall not be unreasonably withheld.

- 15.6 A steward, if on duty, shall be permitted to appear at all oral discussions, formal meetings and hearings called for in Steps I through IV of the grievance procedure, Police Commission meetings and Township Board meetings, if said discussions, meetings and/or hearings take place while the steward is on duty. Otherwise the steward shall represent the grievant while the steward is off duty.
- 15.7 One (1) steward shall be permitted, without loss of pay, time or benefits, to attend collective bargaining sessions scheduled by mutual agreement of the township and union negotiators.

## ARTICLE 16

### WORKING CONDITIONS

- 16.1 Police officers will not be assigned to school crossing guard duty except in emergencies.
- 16.2 Animals will be transported in the vehicle assigned to the Animal Control Officer. The vehicle may be used for any department use.
- 16.3 School and club lectures or teaching shall be assigned only to those employees willing to perform this service as part of their civic duty. Employees not wanting to perform such services shall so inform the Chief of Police.
- 16.4 Employees shall not be required to wash cars.
- 16.5 Employees shall be assigned to work no more than one month on any shift. No employee shall be excluded from any shift unless special permission is granted by the Chief of Police or his/her designated representative.
- 16.6 Employees within the same classification may be permitted to trade work or leave days with permission of the Chief or his/her designated representative as long as no overtime or additional step-up pay is involved.
- 16.7 Animal Control/Ordinance Enforcement Officer. The Animal Control/Ordinance Enforcement Officer shall enforce state, county and local animal ordinances and laws. The Animal Control/Ordinance Enforcement Officer shall not perform police duties covering arrests, investigation of complaints and accidents. In cases of emergency, the Chief of Police or his designated representative may assign duties as necessary to protect the welfare of the Township.
- a) Police officers shall not be required to perform animal control duties except in an emergency.

- 16.8 Reserve officers shall not perform duties covering arrests, investigation of complaints and accidents.
- 16.9 Civilian employees shall not perform police duties.
- 16.10 Civilian employees and reserve officers shall wear an insignia which distinguishes them from regular police.
- 16.11 Probational police employees shall neither ride alone nor together during the first three months of probation. Employees who have had one or more years experience in another police department may be exempt from this section after one month. The employee's progress in either case shall be discussed with the Local Association and Field Training Officer Supervisor prior to the employee being assigned to work alone.
- 16.12 The Township shall attempt to maintain the patrol cars and other police equipment in a safe condition. If any employee believes that the equipment he/she is required to work with is unsafe, he/she shall immediately report same to the shift commander. The shift commander shall determine whether or not equipment should be used.
- 16.13 Two officers will be assigned the transportation of all prisoners except when transporting female prisoners, then it shall be the responsibility of the shift commander to determine if a female attendant is necessary.
- 16.14 An officer may transport a prisoner alone if the employee feels there is no personal danger involved. The decision shall be made by the individual officer. However, a ranking officer may supersede this request if he/she feels the situation warrants it.
- 16.15 At least one patrol vehicle shall be equipped with a safety shield.
- 16.16 All police patrol vehicles shall be equipped with a shotgun (12 gauge Police model), mounted in a readily accessible place, and shall have an ample amount of ammunition readily accessible. All vehicles shall also be equipped with first aid kits, fire extinguishers, flares, blood borne pathogen kits, blankets, shovels, brooms, and an ample amount of rope.
- 16.17 It shall be the responsibility of the officer assigned to the vehicle to determine that the vehicle is properly equipped.
- 16.18 Prep radios, service ammunition and practice ammunition shall be made available upon request.
- 16.19 Flashlights, batteries, nightsticks, riot helmets with shields, gas masks and a proven quality bullet proof vest shall be made readily available.

- 16.20 All police vehicles shall be equipped with factory installed air conditioning, electric clocks, power windows and a vehicle police package.
- 16.21 Officers will be required to check and maintain proper fluid levels on police vehicles they use during their tour of duty. Fluid levels include gasoline, water, oil and battery fluid.
- 16.22 Employees shall not be placed upon Stand-by Time status.
- 16.23 The work schedule shall be posted at least twenty-eight (28) days in advance of the start of the new schedule.
- 16.24 The work schedule may be changed from time to time by the employer provided, however, that any change which results in an employee being required to work when otherwise not so scheduled shall require the employer to give the employee at least 48 hours notice of the schedule change. Notice of a schedule change shall be presumed to have been given by the posting of the change on the work schedule unless the employee is off duty at the time the schedule change is made and remains off duty until the expiration of the 48 hours notice period; then, and in that event, the employer will give the employee notice of the schedule change by telephone or written notice mailed to the employee's residence. Failure to give the required notice shall cause the employee to be compensated at the rate of time and one-half for that shift. This provision shall not apply to court time.
- 16.25 An employee shall have a minimum of twelve (12) hours off before being scheduled or otherwise called back to work, provided however, that the Chief or his/her designated representative may, at his/her sole discretion, call an employee into work without regard to the twelve hour rule, in which event the employee shall be compensated at the rate of time and one-half for all hours worked during said shift. This provision shall not apply to court time, shift advance or shift extension.

## ARTICLE 17

### EDUCATION

- 17.1 Any seniority employee ordered to attend school by the Chief of Police shall be considered as working his/her normal shift, including travel time.
- 17.2 Tuition, housing, and reasonable food expenses for attendance at educational classes outside Grosse Ile Township will be paid by the employer for attendance approved by the Chief of Police.
- 17.3 Employees required to attend any school on scheduled days off shall be compensated at the rate of time and one-half or the employee, at his/her own option, shall be permitted to receive compensatory time off pursuant to Section 22.6



## ARTICLE 18

### LEAVES OF ABSENCE

- 18.1 Employees returning to duty under the provisions of the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence to attend school. The length of leave shall be equal to the length of seniority in the department.
- 18.2 A seniority employee may be granted a leave of absence without pay for a period of up to one year. The request for leave must be in writing stating the reason for the leave. The request must be filed at least three (3) months before the date of anticipated leave. The request must be approved by the Chief and the Police Commission. The leave may be renewed for a period of up to a year. Request for a renewal must be in writing, stating the reason. Such renewal request must be filed with the Commission forty-five (45) days before the end of the leave.
- 18.3 Sick leave will be allowed for the following:
- a) Personal illness
  - b) Quarantine when certified by the Wayne County Health Dept.
  - c) Family illness: When an employee is needed for the care of a sick family member, family member being defined as spouse, dependent children, mother or father.
- 18.4 Each employee shall acquire one (1) day of sick leave credit for each month of service rendered. Each earned sick day shall be credited to the employee on the first day of each month following the month it was earned. Unused sick leave days can be accumulated to a total not to exceed 200 days.
- a) All employees shall be eligible to earn bonus sick days at the following rate:  
  
0 regular sick days used during fiscal year = 4 bonus sick days  
1 regular sick day used during fiscal year = 3 bonus sick days  
2 regular sick days used during fiscal year = 2 bonus sick days  
3 regular sick days used during fiscal year = 1 bonus sick day  
4 or more regular sick days used during fiscal year = sick days
- Bonus sick days shall be added to the employee's sick day bank on April 1 following the fiscal year in which they were earned.
- In lieu of adding bonus sick days to the sick day bank, an employee may elect to have the employer purchase those days at fifty percent (50%) of their current rate. Said payments will be made within thirty (30) days after the end of the fiscal year.

- 18.5 The Chief may require a doctor's certificate of illness and necessity to be off work for any employee off for three (3) or more consecutive days.
- 18.6 Funeral leave will be granted to employees to attend, to make plans and to tend to various details without loss of pay under the following conditions:
- a) For the spouse, father, mother, sons, daughters, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law and sister-in-law. An employee for the aforementioned bereavement will be granted funeral leave of 4 days provided, however, all days must be consecutive and at least one (1) of the days must be the day of the funeral.
  - b) For near relatives, including aunts, uncles, nieces and nephews: An employee for the aforementioned bereavement will be granted funeral leave of one (1) day, which must be the day of the funeral.
  - c) If an employee is on leave at the time of a named bereavement, the employee shall be permitted to extend his/her leave by the specific funeral leave granted in (a) or (b) above provided, however, the entire leave including funeral leave, must be consecutive and at least one (1) day must be the day of the funeral.
  - d) If additional days are required, the employee may request up to 3 days of previously earned vacation time. Requests shall be given to the Police Chief or his/her representative.
  - e) When a step-relative or ex-relative of an employee passes away, upon verification of the death, the employee will be allowed time off without pay or may utilize previously earned vacation in accordance with paragraphs (a) or (b) of this section, whichever is applicable.

18.7 Family and Medical Leave

- (a) To be eligible for leave under this provision, an employee must have been employed by the employer for at least 12 (twelve) months and worked at least 1,250 (one thousand two-hundred fifty) hours during the 12 (twelve) month period in any of the four following circumstances:
- (b) Eligible employees are entitled to a total of 12 (twelve) workweeks of unpaid leave during any 12 (twelve) month period in any of the four following circumstances:
  - (1) Birth or Child Care: Birth or care for a biological or adopted child, foster child, stepchild, legal ward or person standing under a loco parentis relationship to age 18 (eighteen), or if over 18 (eighteen) mentally or physically incapable of self-care.

For births, entitlement to this leave expires 12 (twelve) months after the birth. Intermittent leave or reduced work schedules are not available unless both the employer and employee agree to such leave or schedule.

The employer may require or the employee may elect exhaustion of accrued paid vacation leave, personal leave, or family leave, which may be substituted for any part of the 12 (twelve) week period.

Spouses employed by the Township may have their aggregate leave limited to 12 (twelve) weeks.

If the need for birth or placement leave is foreseeable, employees are required to provide the employer with at least 30 days' notice of the anticipated leave.

(2) Adoption or Foster Care: Placement of an adopted or foster child, step child, legal ward or person in a loco parentis relationship under the employee. The individual subject to placement must be under 18 (eighteen), or over 18 (eighteen) if incapable of self-care because of mental or physical disability.

This entitlement expires 12(twelve) months after the date of placement.

Intermittent leave or reduced work schedules are not available unless both the employer and employee agree to such leave or schedule.

The employer may require, or the employee may elect, exhaustion of accrued paid leave or vacation leave, personal leave, or family leave, which may be substituted for any portion of the 12 (twelve) week period.

Spouses employed by the Township may have their aggregate leave limited to 12 (twelve) weeks.

If the adoption or foster care event is foreseeable, employees are required to provide the employer with at least 30 days' notice of anticipated leave.

(3) Care for Family: To care for a spouse; biological, adopted, or foster child; stepchild; legal ward, or a person formerly in loco parentis to the employee or individual who stands in loco parentis under the employee. Except for biological parents or individuals formerly in loco parentis to the employee, the person under care must be under age 18 (eighteen), or over age 18 (eighteen) if incapable of self-care because of a mental or physical disability.

Leave under this subsection may be taken intermittently or on a reduced schedule, without employer-employee agreement, when medically necessary and subject to medical certification.

If intermittent leave or reduced schedules are foreseeable because of planned treatment, the Township may temporarily transfer any employee to another position of equivalent pay and benefits which better accommodates the leave.

If intermittent leave or reduced schedules are foreseeable, employees are required to make a "reasonable effort" to schedule treatment so as not to unduly disrupt employer operations. Employees are further required to give 30 days' notice, where possible.

Exhaustion of accrued paid leave, vacation time, or family leave may be required by the Township, or elected by the employee, and substituted for any part of the 12 (twelve) week period.

Spouses employed by the Township may have aggregate unpaid leave limited to 12 (twelve) weeks to care for a biological parent or loco parentis person.

- c) Medical Certification: In order to be eligible for disability or family leave for health care, a health care provider must certify in writing that the employee is unable to perform his/her required duties or certify the existence and nature of the family member's medical or physical condition. Medical certification regarding any employee leave for employee care or family care, must, at a minimum, state:

(1) The date on which the serious health condition commenced;

(2) The probable duration of the condition;

(3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;

(4) 1. For purposes of leave for family care, a statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; and

2. For purposes of employee health leave, a statement that the employee is unable to perform the functions of the position of the Employee;

(5) In the case of certification for intermittent leave, or leave on a reduced leave schedule, or for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;

(6) In the case of certification for intermittent employee health leave, or leave on a reduced leave schedule, a statement of the medical necessity for the intermittent leave

or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; and,

(7) In the case of certification for intermittent family leave care or leave on a reduced leave schedule, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the son, daughter, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

The Employer reserves the right to require, at its expense, that the employee obtain a second opinion from another health care provider with regard to the eligible employee or family member's medical condition and whether such condition warrants a leave. In the event of conflicting opinions, a third opinion may be sought, at the employer's expense, from a provider selected by the employer and employee.

- (d) Job Restoration: On return from leave, an eligible employee is entitled to return to the position held at the commencement of leave or an equivalent position, with equivalent benefits, pay and other terms and conditions of employment.

Benefits accrued prior to the leave shall not be forfeited because of the leave.

Unless agreed upon elsewhere in this labor agreement, seniority and non-health benefits shall not accrue during the leave.

As a condition to job restoration following an employee illness leave, the employer may require medical certification of the employee's ability to return to work.

The employer can recover the premium for coverage maintenance if the employee fails to return to work upon leave expiration, unless the failure to return is caused by a continuation, recurrence, or onset of a serious health condition or other care problems covered by the leave provisions, or other circumstances beyond the employee's control. Claims of failure to return to work because of serious health problems are subject to medical certification.

Failure to return to work at the expiration of the disability leave, or any extension thereof, is equivalent to resignation. Disability leaves shall not extend beyond 12 (twelve) months from the date of the initial leave.

ARTICLE 19

MATERNITY LEAVE AND CHILD CARE LEAVE

- 19.1 Maternity leave without pay will be granted to female seniority employees upon written request and certification of pregnancy by the employee's physician.
- 19.2 The employee shall notify her immediate supervisor as soon as pregnancy is medically certified by a physician. Notice must be given by the end of the second month.
- 19.3 A pregnant employee may continue her regular employment as long as her physician certifies to her ability to carry out her assigned duties. If management feels the employee should not keep working due to the pregnancy endangering the well being of the employee, management may request a second medical opinion. The cost of such medical examination shall be paid by the employer.
- 19.4 When the employee's physician feels that the employee should not continue work, the employee must immediately notify her supervisor and request maternity leave using the maternity leave request form.
- a) Leaves of absence for a disability related to pregnancy will be treated as a leave for any other disability.
- 19.5 Maternity leave will be granted for a period of three (3) months. The employee may use accumulated sick leave and/or vacation time in order to draw pay during the leave. If the employee elects to use sick time or vacation time, the leave becomes a leave without pay when such time is exhausted.
- 19.6 A child care leave may be granted for a period of up to nine (9) months. Child care leave must start at the end of the maternity leave and must be applied for at the time the maternity leave is requested. Child care leaves shall be without pay.
- 19.7 If pregnancy is terminated prior to delivery and the employee is on maternity leave, said employee may request that the leave be canceled. A request to cancel the leave must be in writing and accompanied by a medical statement from the attending physician. An employee wishing to return to work under this section must give a minimum of two (2) weeks notice and provide a statement from her physician attesting to her ability to return to work.
- 19.8 At the end of a maternity leave or child care leave, the employee must give two (2) weeks notice in writing, accompanied by physician's statement attesting to her ability to work prior to reporting for duty.
- 19.9 Seniority shall accrue during maternity leave. Seniority shall not accrue during child care leaves.

19.10 An employee returning to work from maternity or child care leave shall be assigned to her former position and classification.

19.11 MATERNITY LEAVE REQUEST FORM  
AND  
CHILD CARE LEAVE REQUEST FORM

This is to certify that \_\_\_\_\_ (Name) is currently under my care for pregnancy. The expected date of delivery is on or about \_\_\_\_\_. A maternity leave is requested to start on or about \_\_\_\_\_.

\_\_\_\_\_ Attending Physician's Signature \_\_\_\_\_ Date

In view of my physician's statement above, I wish to apply for a maternity leave starting on \_\_\_\_\_ and ending on \_\_\_\_\_.

\_\_\_\_\_ Employee's Signature \_\_\_\_\_ Date

I wish to apply for a child care leave starting on \_\_\_\_\_ and ending on \_\_\_\_\_.

\_\_\_\_\_ Employee's Signature \_\_\_\_\_ Date

ARTICLE 20

PROMOTIONS

20.1 Promotions to the rank of Sergeant shall be made by seniority. Any officer so promoted to Sergeant shall have a twelve month trial period on the job. If within this twelve month period the officer is found to be incapable of handling said work, the officer shall be returned to the position the officer held prior to the officer's advance, subject to the right to grieve.

For the purposes of this provision, the foregoing twelve (12) month trial period shall be a continuous twelve calendar month period of actual service.

An officer so returned to a previous job shall not be considered for promotion to Sergeant for a period of twenty-four (24) calendar months from the date the officer is returned to the lower classification.

In the event an officer is promoted to the Sergeant rank and is returned to the Patrol classification, that officer shall be credited with seniority only as a Patrol Officer for the time the officer was in the Sergeant classification.

This provision deals only with the method to be used by the employer to fill the rank of Sergeant, and does not require the employer to fill any vacancy that may exist or might later exist in the rank of Sergeant.

20.2 The rank of Lieutenant (being the first position out of the bargaining unit) shall be filled by an individual who is chosen entirely and exclusively by the employer. If the individual so selected is a bargaining unit member, the individual may be returned to the bargaining unit position they last held. An individual so returned to the bargaining unit shall be credited with seniority in their last bargaining unit classification for the time the officer was in the Lieutenant classification. This provision deals only with the method to be used by the employer to fill the rank of Lieutenant, and does not require the employer to fill any vacancy that may exist or might later exist in the rank of Lieutenant.

## ARTICLE 21

### INJURIES

21.1 If an employee is unable to perform his/her regular duties as a result of an on-the-job accident, the employer will attempt to provide work for the employee upon the recommendation of the employer's designated doctor.

21.2 If an employee, as a result of an on-the-job injury or illness, is totally and permanently disabled to the extent that his/her employment within the employee's last regular classification is either voluntarily or involuntarily terminated, then and in that event the employer will pay to the employee, as a disability benefit, the equivalent of one year's salary less any amount received by the employee during

that first year under the then applicable Worker's Compensation law. Employees suffering a medical retirement for an on-the-job or duty-related injury or illness shall have, at the employee's option, employer-paid medical benefits identical to those for normal retirees, for a period of eight (8) years after the employee's duty-related injury or illness. The Township retains the right to re-train and use said individual as an employee elsewhere within the employer's employ.



- 21.3 If an employee dies as the result of an on-the-job injury or illness, the employer will continue to maintain the then current medical, dental, optical, and prescription drug insurance coverage, as subsequently modified from time to time by this agreement, for the deceased employee's spouse and dependent children (as defined in the employer group insurance policy). This coverage will continue until the spouse of the deceased employee obtains equal or better insurance coverage from the spouse's own employer, dies, or remarries. Further, dependent children coverage shall also terminate when each child ceases to be a dependent child as defined in the employer's then existing group insurance policy.
- 21.4 If any question arises regarding the interpretation and/or application of Sections 21.2 and/or 21.3, the question shall be submitted to the Panel created in Section 21.5 and their decision shall be final and binding on all parties, including the spouse and dependent children of a deceased employee, with absolutely no right of grievance from the panel's decision.
- 21.5 Employees sustaining a duty-related personal injury, which causes the employee to be off duty from one (1) to seven (7) days and wherein the employee uses personal sick days, therefore, may be eligible to have his/her sick days reimbursed by the employer. This determination shall be made by a three (3) member panel composed of the following: 1 member chosen by the Association; 1 member chosen by the Employer; and 1 member mutually agreed upon by the above two members. If an employee is required to use personal sick days as a direct result of a duty-related personal injury of one (1) to seven (7) days' duration, the employee may apply to the above panel for reimbursement of the involved sick days. If the panel finds that the involved days off were the direct result of a duty-related personal injury, the panel shall reinstate the employee's personal sick days used therefore.

The decision of the panel shall be final and binding on all parties, with absolutely no right of grievance from the panel's decision.

## ARTICLE 22

### OVERTIME

- 22.1 Time and one-half will be paid for any hours worked over a regular eight (8) hour shift. All overtime must be approved by the Chief of Police or designated representative.
- 22.2 An attempt will be made to offer each employee a fair share of available overtime.

Dispatcher Overtime: Effective the date of the signing of the 1993-1996 agreement, vacancies within the Clerk/Dispatcher position, with the exception of the twenty-first shift, currently the Tuesday day shift, may be filled as management deems proper, in its

sole discretion. For purposes of staffing that twenty-first shift only, said time shall be first offered as overtime to all employees within the Clerk/Dispatcher classification.

Effective March 30, 1996, at 12:01 a.m., the mandatory staffing of vacancies within the Clerk/Dispatcher classification by Clerk/Dispatchers shall terminate, and such vacancies may be filled as management deems proper in its sole discretion.

- 22.3 Employees called back to work after they have completed their work day or called back to work on a day off will be paid a minimum of four (4) hours or the hours worked at time and one-half.
- 22.4 (a) Shift Advance: Employees working a shift advance will be paid a minimum of four (4) hours at time and one-half or the time actually worked at time and one-half whichever is greater, unless at least two (2) hours' notice prior to the start of the shift advance has been given to the employee, in which case the employee will be paid time and one-half for the time actually worked prior to the regular shift.
- (b) Shift Extension: Shift extension shall be paid at the rate of time and one-half for all time actually worked.
- 22.5 Court time is not included in Call in Time:
- a) Employees in attendance at local court will receive a minimum of four (4) hours at time and one-half if they are not on duty.
  - b) Employees in attendance in courts and Appeal Board will receive a minimum of four (4) hours at time and one-half if they are not on duty.
- 22.6 Each employee, at the employee's option in lieu of overtime pay, may elect to earn compensatory time off at the rate of time and one-half for the hours worked. Employees will be allowed to bank a maximum of 120 hours of compensatory time. Employees shall be allowed to utilize compensatory time off at their discretion unless the direct result would be the creation of overtime, in which case no compensatory time shall be allowed unless approved by the Chief or his/her representative. Any hours over 80 are not included in the computation of final average compensation for pension purposes. Upon separation from the department, all accrued compensatory time up to a maximum of 120 hours shall be paid to the employee or the employee's estate at the then current rate of pay.
- 22.7 Should a Dispatcher request to take compensatory time off at the beginning or end of his/her shift, up to ½ hour of overtime may be created.

## ARTICLE 23

### UNIFORMS

- 23.1 All uniformed officers will wear uniforms approved by the Chief of Police.
- 23.2 Other employees of the department required to wear uniforms will wear appropriate insignia to differentiate them from uniformed officers.
- 23.3 Other uniformed groups working under the authority of the Chief of Police will wear appropriate insignia to differentiate them from uniformed officers.

## ARTICLE 24

### LUNCH PERIOD

- 24.1 The lunch period shall be thirty (30) minutes in length and will be within the 8 hour work day.
- 24.2 Employees may take up to a fifteen (15) minute coffee break approximately halfway through the first four (4) hours of work, and a second coffee break approximately halfway through the second four (4) hours of work.
- 24.3 Coffee breaks may not be taken at the beginning or end of a shift, nor may they be added to the lunch break. Employees must understand that the nature of police work may preclude breaks.

## ARTICLE 25

### GRIEVANCES

- 25.1 A grievance shall mean a complaint by the Association and/or an employee or group of employees based upon an event, condition or circumstance under which an employee works, allegedly caused by a violation, misapplication or misinterpretation of any of the provisions of this agreement or any unfair, inequitable or unjust treatment.
- 25.2 An employee shall, within fourteen (14) days of the alleged violation or discovery thereof, process the grievance in the following manner:

#### Step I

- 25.3 Oral Discussion: The aggrieved employee with a steward will discuss the matter with the Lieutenant in an effort to resolve the issue.

### Step II

- 25.4 If the matter is not resolved in Step I, it shall be reduced to writing and presented to the Chief within fourteen (14) calendar days of the oral discussion answer. The Chief shall schedule a formal meeting within seven (7) calendar days and attempt to resolve this issue. The parties shall make available for examination all information they intend to present as evidence at this level of the grievance procedure. Within seven (7) calendar days of the meeting the Chief shall present his/her answer to the Steward in writing.

### Step III

- 25.5 If the Union is not satisfied with the answer at Step II, the grievance shall be submitted to the Police Commission by the Chief within seven (7) calendar days. The Police Commission will hear the grievance at its next regular meeting. The Police Commission will answer the grievance in writing within ten (10) calendar days of the hearing.
- 25.6 If the union is not satisfied with the disposition of the grievance and wishes to file for arbitration, such action must take place within thirty (30) calendar days from the date of the written answer from the Police Commission. Arbitration shall be in accordance with the rules of the American Arbitration Association or Federal Mediation and Conciliation Services, which shall likewise govern the arbitration proceedings. The Arbitrator shall confine his/her decision to the Agreement or a specific rule or policy. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the Award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by the employer and the union.
- 25.7 The time limits in this article shall be strictly observed, but in unusual circumstances the time limits may be extended by mutual agreement.
- 25.8 If no appeal is taken within the prescribed time limit, the employee and union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the union representative or the employee, where required within the prescribed time limit, then the matter shall be deemed to be settled in favor of the grievant.
- 25.9 The union may submit a class action grievance at Step I of the procedure in cases arising out of the same set or similar set of facts, or incidents shall be consolidated and handled as one grievance. If the matter is resolved or goes to arbitration, the decision shall apply to all aggrieved named in the class action.
- 25.10 In those arbitrations involving discipline or discharge of employees, the arbitrator shall determine if the discharge is for just cause. He/she may review the penalty imposed and is empowered to determine if the penalty is appropriate or unduly severe, and he/she may modify it accordingly.

of back wages and compensation for employees which the employees would otherwise have received, plus restoration of seniority and all other benefits.

- 25.12 There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party in interest or his/her union representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation; and the union will not permit members to take reprisals against any supervisory personnel or the Police Commission.
- 25.13 Grievance Form: The Grievance Report Form of the Association shall be used. The word "Proof" shall be removed from the form in the "Written Answer" section.

## ARTICLE 26

### DISCIPLINE

- 26.1 No employee shall be disciplined except for just cause.
- 26.2 Verbal discipline shall take place in private. Such verbal discipline shall be administered by the Chief of Police or his/her designated representative.
- 26.3 Discipline cases that are expected to result in a written reprimand shall be held in private. The employee may request that a representative of the Association be present at the meeting. Any written reprimand placed in the employee's service jacket file shall be initialed by the employee.
- 26.4 Discipline cases that are expected to lead to suspension or discharge shall require a presence of an association representative and the employee. No suspension without pay shall be given before the employee has had a hearing before the Chief of Police or his/her designee and given the opportunity to present his/her side of the case. The reason(s) and the duration of the suspension shall be presented in writing to the employee and the Association representative. A discipline, once imposed, shall not be increased.
- 26.5 The claim of an employee that he or she has been unjustly disciplined may be processed as a grievance, including arbitration. Such written grievance must be filed within thirty (30) calendar days from the date of discharge or discipline.
- 26.6 In the event it should be decided by the employer or under the grievance procedure that the employee was unjustly disciplined, the employee may receive full back pay and benefits, and the written notice of the suspension or discipline may be removed from the employee's service jacket file.

- 26.7 The Chief of Police may be the complainant, so long as there is a complaining witness. An employee has the right to be confronted by his/her complaining witness.
- 26.8 Personnel files shall be reviewed annually. If an employee has four (4) years of satisfactory service with no written reprimands during the four (4) years, the Chief shall cause all written reprimands to be removed and given to the employee. If a previously suspended employee has ten (10) years of satisfactory service with no further suspensions occurring from the date the last suspension terminates, the Chief shall have all the suspension records removed from the employee's file and destroyed.
- 26.9 Discipline is looked upon as supervision's method of correcting employee deficiencies. The normal progression is first oral reprimand, written reprimand, suspension, and the discharge. However, if the infraction is serious, it may be necessary to move to either a written reprimand, suspension or discharge as the case demands.
- 26.10 Any employee accused of violating criminal codes or ordinances shall be entitled to their full rights under the federal and state constitutions.
- 26.11 If any employee is ordered to make a statement, written or oral, he shall comply, subject to the receipt of the applicable Miranda and Garrity warnings. The refusal to make a statement, after Garrity warnings have been given, will subject the employee to disciplinary action.
- 26.12 Any employee under investigation shall be informed of the nature of the investigation and have a reasonable time to consult with their association representative or legal counsel prior to making any statement.
- 26.13 No employee shall be required to subject himself/ herself to a polygraph examination, nor shall any employee be subject to discipline for failure to submit to a polygraph examination.

ARTICLE 27  
WAGES AND FRINGES

27.1	4-1-96 to <u>3-31-97</u>	4-1-97 to <u>3-31-98</u>	4-1-98 to <u>3-31-99</u>
*Patrol Officer	\$ 20.14/hr. 41,883.92/yr.	\$ 20.74/hr. 43,140.44/yr.	\$ 21.36/hr. 44,434.65/yr.
Sergeant	21.62/hr. 44,968.98/yr.	22.27/hr. 46,318.05/yr.	22.94/hr. 47,707.59/yr.
*Animal Control Officer	15.89/hr. 33,043.92/yr.	16.36/hr. 34,035.24/yr.	16.85/hr. 35,056.29/yr.
*Dispatcher/Clerk	13.44/hr. 27,958.32/yr.	13.84/hr. 28,797.07/yr.	14.26/hr. 29,660.98/yr.

\*The following wage rates shall be effective for all employees hired after 4/1/87.

	4-1-96 to <u>3-31-97</u>	4-1-97 to <u>3-31-98</u>	4-1-98 to <u>3-31-99</u>
Patrol Officer 0-1 yr. (80%)	\$33,507.14	34,512.35	35,547.72
1-2 yrs. (90%)	37,695.53	38,826.39	39,991.19
2+ yrs. (100%)	See above	See above	See above
Animal Control 0-1 yr. (80%)	26,435.14	27,228.19	28,045.04
Officer 1-2 yrs. (90%)	29,739.53	30,631.71	31,550.67
2+ yrs. (100%)	See above	See above	See above
Dispatcher/Clerk 0-1 yr. (80%)	22,366.66	23,037.66	23,728.79
1-2 yrs. (90%)	25,162.49	25,917.36	26,694.88
2+ yrs. (100%)	See above	See above	See above

(a) Shift differential will be paid on employees' hours. Employees working afternoon shift will be paid forty-five (\$.45) cents per hour shift premium. Employees working the midnight shift shall be paid fifty (\$.50) cents per hour shift premium. Employees working the split shift shall be paid fifty (\$.50) cents per hour shift

premium. For purposes of this section, any employees starting work between the hours of 4:00 a.m. and 11:59 a.m. shall be considered day shift; employees starting between the hours of 12:00 p.m. and 4:59 p.m. shall be considered afternoon shift; employees starting between the hours of 10:00 p.m. and 3:59 a.m. shall be considered midnight shift; and employees starting between the hours of 5:00 p.m. and 9:59 p.m. shall be considered split shift. Shift differential shall not apply to court time.

27.2 Clothing Allowance Clothing, cleaning and equipment allowance of \$1200 per year, due March 1 of each year.

27.3 Longevity pay, due and payable December 1, is based on the following: Any employee with five (5) years of continuous service shall receive Five Hundred (\$500.00) Dollars and an additional Fifty (\$50.00) Dollars for each year of continuous service thereafter, with a maximum longevity of Twelve Hundred (\$1200.00) Dollars per year.

27.4 Holiday pay equivalent to thirteen (13) days pay, due and payable December 1. Holiday overtime pay shall be paid for hours worked on observed days. The holidays are: New Years Day, Washington's Birthday, Good Friday, Easter Sunday, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Christmas Day, Christmas Eve Day, New Years Eve Day, Veteran's Day, and Martin Luther King Birthday. The Animal Control/Ordinance Officer and all Detectives will receive the day off on a holiday when the 33rd District Court is closed unless otherwise directed by the Chief of Police or his designee. Detectives, at their option, may work a holiday which is observed on a regularly scheduled work day. Employees working the above holidays shall be paid time and one-half. Pyramiding of holidays is not permitted, and employees will be paid only one regular holiday pay for any holidays that occur on the same day or shift.

27.5 Hospital insurance program will be improved if and when the Fire Department obtains improvements.

27.6 False Arrest Insurance:

(a) The employer will provide insurance at no cost to the employee from legal liability resulting from and arising out of the performance of his/her duties, including:

1) Personal injury, false arrest and imprisonment, libel, slander, defamation of character, erroneous service of civil papers and assault and battery at time of arrest.

2) Bodily injury, including bodily injury, sickness or disease accidentally caused by any act of the insured in attempting to make or in making an arrest.



(b) The limits of coverage shall be as contained in the Employer's then existing liability insurance package provided, however, the Employer will, as a minimum, maintain coverage of \$50,000.00 per person; \$100,000.00 per occurrence; and an aggregate limit of \$300,000.00.

27.7 Whenever a command officer is not on duty for any shift, the patrolman with the highest seniority as patrolman shall act as shift commander. For this service the patrolman shall receive the wage rate for sergeants. Step up pay shall not be granted on an approved trade. Command officer is defined as anyone with the rank of sergeant or higher.

27.8 Use of personal vehicles: An employee will be paid the prevailing mileage rate established by the Internal Revenue Service in effect the preceding April 1. That rate will remain in effect until the following April 1 when the new rate, if there is a change, will be effective.

27.9 Upon retirement the employer will pay off 1/2 of total (200 maximum) accumulated sick leave days at the employee's daily rate of pay. If death occurs while the employee is still a full-time employee of the Township, the employer will pay off the full amount of the accumulated unused sick leave days up to the maximum accumulated (200) days to his spouse or estate at the employee's daily rate. A pay off of 1/4 of the total accumulated sick leave (200) maximum will be paid to the employee who resigns after 5 years of service. No pay off will be made for any discharged employee or an employee who resigns prior to 5 years of service.

An employee may only accumulate a maximum of 200 days in his/her sick bank. Any earned sick days acquired during a fiscal year, which would bring the accumulated total to over 200 days as of the close of a fiscal year, shall be purchased back from the employee by the employer at 50% of the current rate of pay. Such payment will be made to the employee within 30 days of the close of each fiscal year in which the 200 day maximum is exceeded.

#### 27.10 Medical Insurance:

- a) The Employer shall provide the employees, eligible spouse and the dependent children with three (3) different insurance options:
- 1) Health Alliance Plan (HAP)
  - 2) M-Care
  - 3) Opt out of employee health insurance plan

The HAP and M-Care insurance coverage programs are noted in the Appendix A to this contract. In addition, the Employer shall provide current Dental, Vision, and Life Insurance coverage for the employee, his/her spouse, and dependent children.

- b) Employees will be allowed to opt out of the medical insurance program for entire benefit year and receive a payment of \$1,500 per year, covering the calendar year. Due to the IRS Rules and Regulations concerning Section 125 Plans, the Township Plan will be on a calendar year basis with "opt out" payments made during January of the Plan year. Should the employee leave the Township's employ or chooses to re-enroll in the Township's insurance program prior to the end of the calendar year, the "opt out" payment will be prorated. The Union and employees agree that the amount of any overpayments will be promptly returned to the Township or may be deducted from the employee's final paychecks.

An employee who opts out of the medical insurance program may opt back into the program under the insurance company's rules. To "opt out" of the program, an employee must submit proof of alternate insurance coverage.

- c) An employee who retires under the provisions of Article 12 shall have the same hospital and medical coverage (or equivalent) as he/she was receiving upon retirement with the following stipulations:

Prior to age sixty-five (65): Said coverage shall be for the retiree and his/her spouse only (providing the spouse does not have the opportunity to obtain equivalent or better coverage at a similar cost from a current or prior employer or elsewhere). Spouses who decline such coverage upon retirement from their employer or elsewhere may purchase (at their own cost) the additional coverage from the Township. In the event that the spouse does not have the opportunity to enroll in an equivalent or better health insurance program during retirement from their employer or elsewhere, the Township will provide spousal coverage at no cost to the employee. Dependent coverage will not be provided or be available.

At age sixty-five (65) and beyond: Medical coverage for the retired employee and his/her spouse will be secondary to and coordinated with Medicare and all other medical benefits available to the retiree and his/her spouse. Should the Medicare system no longer exist, the Township will continue to provide retiree health care coverage per the requirements of this contract.

Working beyond the age of sixty-five (65): Should an individual be employed by the Township beyond the age of sixty-five (65), he/she shall have the same health insurance benefits as any other bargaining unit employee on active status with the Township.

The Township will reimburse the retiree (and eligible spouse) for co-insurances and deductibles incurred by that individual for out-of-network insurance expenses when the option for in-network care is not available where the retiree lives. Any services listed out-of-network as "not covered" expenses are not reimbursable under this agreement. Reimbursements will take place after submission of paid receipts to our Third Party Administrator within a reasonable time period.

In the event that a retiree decides to reside out of the service area of either HAP or

M-Care, the retiree has the option of accepting the M-Care out of service benefit levels (including reimbursement eligible under the Township's Medical Reimbursement plan) or purchasing an individual health insurance policy of equivalent coverage where the retiree resides and the Township will reimburse for the premium costs.

The Township reserves the right to review and evaluate the retiree's choice of plan to determine equivalency.

Employees shall be notified in advance of any contemplated change in the carrier of the Township's medical, dental, optical, prescription drug, or orthodontic insurance.

27.11 Residence: Residency on Grosse Ile is preferred for all employees. Off Island residency will be permitted with prior approval of the Chief of Police. The following areas, within the police radio hookup, Southgate, Wyandotte, Riverview, Trenton, Gibraltar, Woodhaven, Rockwood, Flat Rock and Brownstown Township shall be the only permitted areas. Probationary employees are exempt from this section.

#### 27.12 Vacations:

Vacation accrual shall be credited on the employee's anniversary date of hire not the fiscal year.

(a) For employees hired prior to 4-1-87, the following vacation benefits shall apply.

1 year of service - 10 days  
3 years of service - 15 days  
5 years of service - 20 days  
10 years of service - 25 days

(b) For employees hired on or after 4-1-87, the following vacation benefits apply.

1-5 years of service - 10 days  
6-7 years of service - 15 days  
8 years of service - 20 days  
10 years of service - 25 days

(c) Effective March 31, 1996, at 12:01 a.m., the following vacation benefits shall accrue. For employees hired on or after April 1, 1987:

(1) One through four years of service, said employee shall be deemed to have earned ten days vacation which shall be added to his/her vacation bank for the following year.

(2) Five and six years of service, said employee shall be deemed to have earned fifteen days vacation which shall be added to his/her vacation bank for the following year.

(3) Seven, eight and nine years of service, said employee shall be deemed to have earned

twenty days vacation which shall be added to his/her vacation bank for the following year.

(4) Ten years of service, said employee shall be deemed to have earned twenty-five days vacation which shall be added to his/her vacation bank for the following year.

- (d) Service to earn vacation leave must be continuous.
- (e) The use of vacation days shall be governed by vacation guidelines established between the employer and the employee under date as of April 1, 1989, which guidelines may be changed and/or modified by mutual agreement of the employer and the Association.

27.13 Dental and Vision Insurance The employer will pay the full premium for full family coverage as follows:

Dental Insurance:

(a) Normal routine service:

Employee cost	20%
Insurance carrier	80%
No maximum	

(b) Orthodontic services:

Employee cost	50%
Insurance carrier	50%
\$1,000 Lifetime Maximum (for dependent children only)	

(c) Prosthodontic services:

Employee cost	50%
Insurance carrier	50%
\$1,000 maximum, per year per person covered	

Vision Insurance:

Member Reimbursement Schedule

(a) Coverage:

Examination - Once every (12) months  
Spectacle Lenses - Once every (12) months  
Frames - Once every (12) months

OR

Contact Lenses - (In place of all other materials)  
Necessary - Once every (12) months - covered in full  
Cosmetic - Once every (12) months - Exam and \$105

- (b) Deductibles:  
\$ 5 for Exam  
\$10 for Materials (lenses and/or frames)

Non-Member Reimbursement Schedule:

- (a) Professional Fees  
Vision Exam - up to \$35

- (b) Materials:  
Single Vision Lenses - up to \$25  
Bifocal Lenses - up to \$40  
Trifocal Lenses - up to \$55  
Lenticular - up to \$80  
Frames - up to \$35

Contact Lenses (In place of all other benefits)  
Necessary \$210  
Cosmetic \$105

- 27.14 Life Insurance: The Township shall provide each employee Fifty Thousand (\$50,000.00) Dollars of group life insurance of which the Township shall pay the full cost of said insurance. The Township shall provide retired employees with a \$5,000 life insurance benefit.
- 27.15 An employee who serves on jury duty shall be carried as if the employee was working. The employee will be paid the difference between the pay for jury duty and the employee's regular pay.

ARTICLE 28

PERSONAL BUSINESS DAY

- 28.1 Three personal business days will be given per year. After ten (10) years of continuous service an employee will be given 1 additional personal business day. After fifteen (15) years of continuous service, the employee will be given 1 additional personal business day for a total not to exceed five (5).
- 28.2 Personal business days will be given subject to the following conditions:

- (a) Days cannot be added to vacation periods.
- (b) Employees must give 48 hours notice of intent to use a personal business day. An employee may be granted a personal business day with less than forty-eight (48) hours notice, at the Chief's sole discretion, provided no overtime results.

In the event of an extreme emergency situation on the part of the employee, the 48 hour provision may be waived by the Chief of Police.

- (c) No more than one person may use a personal business day during any 24 hour period.
- (d) In case of an emergency, as determined by the Chief of Police, the personal business day may be denied at the time of request.

- 28.3 Personal Business Day Bank. Employees who do not utilize the allotted number of Personal Business Days in a contract year may bank the unused days. An employee's personal business day bank may not exceed five (5) days at any one time. Personal leave days may be connected with vacation time provided they do not create overtime. Such days may be taken off only in accordance with the contract and will not be included in FAC for pension purposes.

## ARTICLE 29

### SAVINGS CLAUSE

- 29.1 If any article or section of this agreement or any appendixes or supplements thereto should 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 should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE 30

### ADOPTION BY REFERENCE

- 30.1 The parties further agree that any existing ordinance and resolutions of the Township Board as of the date of ratification of this contract relating to working conditions and compensation of bargaining unit employees are incorporated herein by reference and made part hereof to the same

extent as if they were specifically set forth, providing they are not in conflict with the terms of the agreement.

## ARTICLE 31

### MANAGEMENT RIGHTS

- 31.1 The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the law, the Constitution of the United States and the State of Michigan, and all amendments made thereto and conferred upon and vested in it by virtue of any ordinance or resolutions passed by the elected officials of the Township not in conflict with the express provisions of this Collective Bargaining Agreement.
- 31.2 The Rules and Regulations of the Grosse Ile Police Department, as approved by the Board of Trustees of Grosse Ile Township and as subsequently amended, shall remain in full force and effect except where in conflict with the specific provisions of this contract.
- 31.3 The Township further retains and reserves unto itself all rights which are ordinarily vested in and are exercised by employers except in such as are specifically and expressly relinquished in this agreement, including but without limiting the generality of the foregoing, the right:
- (a) To manage its affairs efficiently and economically, including the determination of quality of services to be rendered.
  - (b) To determine the size of the work force and to increase or decrease its size.
  - (c) To hire, layoff, discharge, assign work, promote employees, determine the starting and quitting time of each shift, and the number of hours and which days to be worked, except that there shall be no scheduling of staggered shifts and subject to express provisions contained within this bargaining agreement. The Township further reserves the right to issue, amend, enforce and change the rules and regulations of the Grosse Ile Police Department whenever necessary in the best interests of the Township and its citizens, after due notice and discussions with representatives of the Police Officers Association prior to Township Board action thereon.
  - (d) To direct the work force, assign work and determine the number of employees assigned to operations.
  - (e) To discipline and discharge employees for just cause, in the manner as provided for in this agreement, and in the published Rules and Regulations of the Grosse Ile Police Department.
  - (f) To adopt, revise and enforce reasonable work rules; provided that with respect to the revision or adoption of work rules, the Township Board or its designated agent shall meaningfully discuss such proposed work rules with Association representatives prior to Township Board action thereon.

- 31.4 With respect to proposed changes in duties, work rules and regulations affecting police department personnel covered by this agreement, the Township Board itself or acting through its designated agent shall meaningfully discuss such proposed changes with Association representatives prior to Township Board action thereon.

## ARTICLE 32

### TERMINATION AND MODIFICATION

- 32.1 Neither party hereto shall press any proposal to change, modify or add to the provisions of this Agreement, except in accordance with the procedure set forth in Paragraph 32.3 herein, provided, however, the foregoing is not intended to prevent the Employer, in an effort to implement various recommendations of the Police Management Study dated September, 1983, from requesting the Association to consider a modification of affected provisions of this agreement. In such case(s) the employer shall be afforded a reasonable opportunity to present and discuss the reasons for such request and the Association shall have the right to refuse such request and to rely upon the provision of this Agreement during the whole of its current effective term.
- 32.2 This agreement shall remain in full force and effect from April 1, 1996 until midnight, March 31, 1999, and thereafter until amended or modified as provided therein.
- 32.3 Either party may, on or after December 1, 1998, serve a written notice upon the other party of its desire to amend or terminate this agreement, effective April 1, 1999. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract. Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

## ARTICLE 33

### CONTRACT DISTRIBUTION



- 33.1 The Collective Bargaining Agreement shall be reproduced by the employer at no cost to the Association. Each employee shall be provided with one copy of the Agreement. The Association shall be provided with five (5) copies of the Agreement.
- 33.2 A copy of the Rules and Regulations of the Grosse Ile Police Department shall be provided to each employee.

In Witness Wherefore: The Grosse Ile Police Officers Association having ratified this Agreement at a

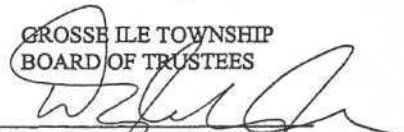
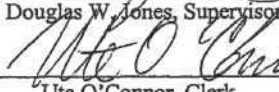


legally called meeting of the Membership on the 10th day of January, 1997, at which meeting a quorum was present according to its by-laws and the Township of Grosse Ile Board of Trustees, having ratified this Agreement at a legally called meeting of the Board on the 10th day of February 1997, at which meeting a quorum was present, have caused this instrument to be executed on the 10th day of July 1997.

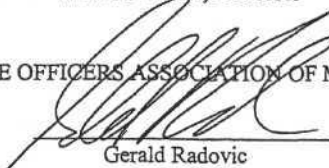
GROSSE ILE POLICE OFFICERS ASSOCIATION

  
Kenneth Pelland, President  
  
Walter Petraska, Treasurer

GROSSE ILE TOWNSHIP  
BOARD OF TRUSTEES

  
Douglas W. Jones, Supervisor  
  
Ute O'Connor, Clerk

POLICE OFFICERS ASSOCIATION OF MICHIGAN

  
Gerald Radovic

## GUIDELINES FOR USE OF VACATION DAYS

The following guidelines will apply to all employees of the Grosse Ile Police Department in the use of vacation days:

1. The summer vacation season will begin April 1 and continue through September 30. The winter vacation season will begin October 1 and continue through March 31.
2. The order in which secured summer and winter vacations are allocated will be determined by seniority within classification. The order of selection shall be Sergeants first, Patrol Officers second, and Clerk/Dispatchers third. The Animal Control/Ordinance Enforcement Officer and Bureau personnel are exempt. In the event of a tie, priority shall be determined by the single toss of a coin, supervised by the Chief of Police or his designee. Seniority bumping can only occur with respect to vacation selected in February and August, all other vacation requests shall be strictly on a first come, first serve basis.
3. Secured summer vacation will be selected during the month of February and winter vacations during the month of August. Employees wishing to delay their request will make this request at least forty-five(45) days prior to the first day of the requested secured vacation.

Employees will complete the Leave Application and Certification form, including their signature date and time requested when selecting their vacations.

If, prior to a secured vacation, an employee's work schedule is changed, the employee will be allowed to alter his secured vacation provided that:

- a) the schedule change has affected his adjacent leave days, and
- b) at least one (1) week's written notice be given to the Chief of Police or his designee

4. No more than ten (10) days of secured vacation will be taken in any summer vacation period. The summer and winter vacations may be taken together with the permission of the Chief.

5. An employee may request vacation time upon 48 hours' notice, provided that:

- a) this request shall not cause overtime; and
- b) in the event of an emergency requiring the need for manpower, the chief or his designated representative may, with good reason, deny this vacation request or rescind this vacation previously granted.
- c) the 48 hours notice may be waived by the chief or his designee for good cause.


6. Employees will be allowed to connect their vacations with scheduled off-duty days.

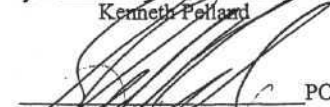
7. The maximum number of personnel, excluding the Chief of Police, Inspector, Lieutenant, Detective Bureau and Animal Control Officer that may be on vacation at any time shall be two (2).

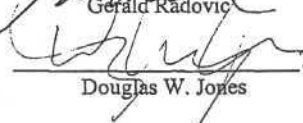
No more than two (2) Sergeants will be on vacation at the same time.

8. Employees will be permitted to establish a vacation bank of earned vacation not to exceed ten (10) days during the first ten (10) years of continuous service and not to exceed twenty (20) days after ten (10) years of continuous service, provided, however, that any deferred vacation bank days shall not be added to or taken with the secured summer vacation, i.e., (April 1 to September 30); except with permission of the Chief or his designated representative.

9. Upon resignation, retirement, layoff or death of an employee, full pay shall be due to the employee or his estate for all vacation time earned and not used.

  
Kenneth Pollard Union Representative

  
Gerald Radovic POAM

  
Douglas W. Jones Township Supervisor

MEMORANDUM OF UNDERSTANDING

Ride-In Program

Employees living within the limits of the Township of Grosse Ile exclusive of outlying islands not connected by bridges shall be conveyed to and from their place of residence to the police department office.

If any member of the bargaining unit living in any of the localities mentioned in Section 27.11 challenges this agreement, by grievance or through court action, the following shall take place:

1. The union (POAM) and the Grosse Ile Police Officers Association agrees to indemnify and save the Township of Grosse Ile harmless against any and all discriminatory suits or grievances that may be filed by a member of this local association. Furthermore, the Union (POAM) and the Grosse Ile Police Officers Association agrees to pay the expenses, if any, for such court action or grievance costs that may arise out of this memorandum.

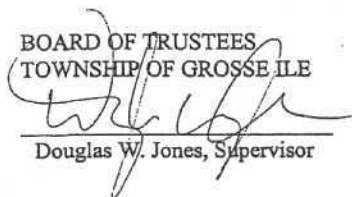
2. All transportation to and from work, as specified in the first paragraph of the memorandum, shall cease effective upon notification to the Township of contemplated grievance or court action by the employee challenging the provision.

All employees utilizing the benefit afforded by this memorandum shall be prepared for transportation fifteen (15) minutes prior to the beginning of their shift. If the employee is not ready, the transporting employee shall notify dispatch that the ridein employee is not ready for their transportation, and said employee must then provide their own transportation to work.


GROSSE ILE POLICE OFFICERS ASSOCIATION

  
Kenneth Pelland, President

BOARD OF TRUSTEES  
TOWNSHIP OF GROSSE ILE

  
Douglas W. Jones, Supervisor

POLICE OFFICERS ASSOCIATION OF MICHIGAN

  
Gerald Radovic

MEMORANDUM OF UNDERSTANDING

Utilization of a two (2) man car as part of the normal patrol routine shall be governed by the following:

1. Between the hours of dusk to dawn, the road patrol personnel may utilize one two (2) man patrol unit, at their option, provided however, that there are three (3) or more road patrol personnel on duty and subject to the following:

a) Utilization of a two (2) man patrol car shall not be permitted, if:

1) Shift Commander, with good reason, determines that one man unit should be utilized on that shift, or

2) The Chief of Police, with good reason, for a limited period of time, determines that one man units should be utilized.

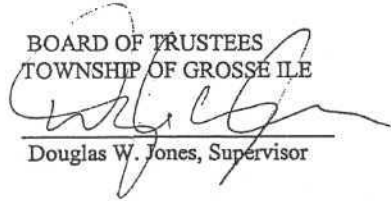
2. That notwithstanding any other provisions contained herein to the contrary, the Chief of Police and/or Shift Commander shall have the absolute right to order a two man car(s) at any time.

3. This Memorandum of understanding shall be effective immediately and shall continue until March 31, 1999 during which time, and at least every six months, the parties agree to meet and discuss the entire concept of the two-man patrol car including the problems being experienced by the implementation of this Memorandum of understanding and solutions therefore.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
\_\_\_\_\_  
Gerald Radovic

BOARD OF TRUSTEES  
TOWNSHIP OF GROSSE ILE

  
\_\_\_\_\_  
Douglas W. Jones, Supervisor

GROSSE ILE POLICE OFFICERS ASSOCIATION

  
\_\_\_\_\_  
Kenneth Pelland

MEMORANDUM OF UNDERSTANDING

The utilization of sick leave in increments of less than one (1) full day shall be governed by the following policy:

(A) If an employee reports to work and, while working, becomes sick and must leave the job, sick time will be deducted as follows:

(I) If the employee leaves the job having worked less than four (4) hours, the employee will have four hours (4) deducted from the employee's sick bank; and

(ii) If the employee works more than four (4) hours, the employee will suffer no loss of sick leave.

(B) If an employee, due to being sick, reports to work after the start of the employee's shift, the employee will have deducted, from the employee's sick bank, the actual time off work rounded off to the nearest half (½) hour.

The parties hereto agree that the above policy is subject to being changed unilaterally by the Grosse Ile Township Police Commission if, in their sole discretion, the Police Commission determines that the above policy, or any portion thereof, is being abused by the employees collectively or by any individual employee. A change in the referenced policy shall be by resolution of the Police Commission which resolution shall state the fact(s) wherein the policy is being abused and shall also set forth the new policy established for use of partial sick days.

GROSSE ILE POLICE COMMISSION

By: \_\_\_\_\_

Carl Bloetscher  
Its: Chairman

GROSSE ILE POLICE OFFICERS ASSOCIATION

By: \_\_\_\_\_

Kenneth Pelland  
Its: President

POAM

Gerald Radovic

MEMORANDUM OF UNDERSTANDING REGARDING SHIFT SELECTION

It is understood that, in addition to current contract language which permits the Chief of Police to implement a shift change in certain circumstances, the Union agrees to work with the Township when performance and/or discipline problems warrant (in the opinion of the Township) a shift change.

GROSSE ILE POLICE COMMISSION

By: 

Carl Bloetscher  
Its: Chairman

GROSSE ILE POLICE OFFICERS ASSOCIATION

By: 

Kenneth Pelland  
Its: President

POAM

  
Gerald Radovic

MEMORANDUM OF UNDERSTANDING RE: MERIT DAYS

The Chief of Police will have discretion to provide merit days off (up to 10 per calendar year) to employees who have exhibited exceptional performance which warrants recognition. A merit day off cannot result in the payment of overtime and may be taken with the Chief's prior permission.

GROSSE ILE POLICE COMMISSION

By: 

Carl Bloetscher  
Its: Chairman

GROSSE ILE POLICE OFFICERS ASSOCIATION

By: 

Kenneth Pelland  
Its: President

BOAM

  
Gerald Radovic



MEMORANDUM OF UNDERSTANDING RE: SECTION 125 PLAN

The Township will set up an IRS 125 Plan for the purpose of allowing bargaining unit employees to purchase additional insurance coverages, medical deductible reimbursement and dependent care reimbursement plans. The Township will contribute an amount to assure that an employee's IRS 125 account is \$250 on January 1 of each year.

GROSSE ILE POLICE COMMISSION

By: 

Carl Bloetscher  
Its: Chairman

GROSSE ILE POLICE OFFICERS ASSOCIATION

By: 

Kenneth Pelland  
Its: President

POAM

  
Gerald Radovic

MEMORANDUM OF UNDERSTANDING RE: JOINT COMMITTEE

A Committee of Township and bargaining unit representatives will be set up to suggest avenues of utilizing a portion of the reduction in the cost of the insurance program for departmental improvements.

GROSSE ILE POLICE COMMISSION

By: 

Carl Bloetscher  
Its: Chairman

GROSSE ILE POLICE OFFICERS ASSOCIATION

By: 

Kenneth Pelland

MEMORANDUM OF UNDERSTANDING RE: CHANGEOVER OF MEDICAL COVERAGE

Employees will sign up, during the signup period, for any of the medical plans provided by the Township as noted in the Appendix A to this contract. However, an employee or spouse who is diagnosed pregnant as of 1/06/97 may continue with her present physician. If the physician is out of network, the Township will pay the coinsurance requirements as noted in the plans until the birth of the child. After that time, the employee will be responsible for all out of network costs or may choose a physician within the network.

If an employee (or other covered family member) is scheduled for non-elective surgery as of 1/06/97 and there are out of network costs, the Township will assume those costs up to the limits outlined in the "plans." After surgery, the employee has the option to remain out of network at his/her own cost.

GROSSE ILE POLICE COMMISSION

By: 

Carl Bloetscher  
Its: Chairman

GROSSE ILE POLICE OFFICERS ASSOCIATION

By: 

Kenneth Pelland

MEMORANDUM OF UNDERSTANDING RE: FUTURE REVIEW OF RETIREMENT BENEFITS

The parties will review all aspects of the Retirement Program (in the future) for consideration of future improvements to the program. All actuarial studies will be at the expense of the Union. The Township and the Union will decide which actuary service will provide the service as well as the content of the study.

GROSSE ILE POLICE COMMISSION

By: 

Carl Bloetscher

Its: Chairman

GROSSE ILE POLICE OFFICERS ASSOCIATION

By: 

Kenneth Pelland

STATEMENT OF MEDICAL COVERAGES: HAP and M-CARE

SEE ATTACHED FORMS 51-1 TO 51-4

**Township of Grosse Ile  
Medical Benefit Comparison**

Item	Health Alliance Plan (POS-High Option)		M-Care (POS Plan E)		
	In-Network	Out-of-Network	In-Network	In-Network without PCP referral	Out-of-Network
<b>Deductible</b>					
Single Family	None None	\$150 \$300	None	None	None
<b>Co-Insurance</b>					
Single Family	None None	20% 20%	None None	None None	20% 20%
<b>Annual Out-of-Pocket Maximum</b>					
Single Family	Not applicable	\$1,150 \$2,300	None None	None None	\$1250/Single \$2500/Family
<b>Lifetime Plan Maximum</b>	Unlimited	\$1,000,000	None	\$1,000,000	\$1,000,000
<b>UTILIZATION REVIEW</b>					
Pre-Certification	As required by physician		As required by physician		
<b>HOSPITAL SERVICES</b>					
Room & Board (Semi-Private; in-patient only)	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
Ancillary/Misc.	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
Inpatient Physician Visits	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% of M-Care fee
Emergency Accident	100% Coverage after \$25 copay		100% Coverage when authorized by your Primary Care Physician (PCP) with a \$25 copay per visit. Copay is waived if patient is admitted		
Emergency Illness	100% Coverage after \$25 Copay		100% Coverage when authorized by our (PCP) with a \$25 copay per visit. Copay is waived if patient is admitted		
Diagnostic X-ray & Laboratory	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
Pre-Admission Testing	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
<b>SURGICAL SERVICES</b>					
Inpatient Surgery (facility)	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage

**Township of Grosse Ile  
Medical Benefit Comparison**

Item	Health Alliance Plan (POS-High Option)		M-Care (POS Plan E)		
	In-Network	Out-of-Network	In-Network	In-Network without PCP referral	Out-of-Network
Outpatient Surgery (facility)	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
Ambulatory Surgical Facilities	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
Surgeon's Fee	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
Anesthesiologist	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
<b>PHYSICIAN SERVICES</b>					
Office Visits					
Medically Necessary	100% Coverage after \$10 Copay	80% Coverage after deductible	100% Coverage after \$10 Copay	100% Coverage after \$20 Copay	80% of M-Care fee
Periodic Physical Exam	100% Coverage after \$10 Copay	80% Coverage after deductible	100% Coverage after \$10 Copay	100% Coverage after \$20 Copay	Routine physicals not covered out of network. Routine gynecologic exams are covered at 80% of M- Care fee
<b>MATERNITY</b>					
Pre/Post-natal	100% Coverage after \$10 Copay	80% Coverage after deductible	100% Coverage	100% Coverage	80% of M-Care fee
Delivery	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	80% Coverage
Well-baby care & Immunizations	100% Coverage after \$10 Copay	80% Coverage after deductible	100% Coverage after \$10 Copay after age six	100% Coverage after \$20 Copay	Not Covered
up to age 6	100% Coverage after \$10 Copay		100% up to age six	100% up to age six	Not Covered
Infertility Counseling and Treatment	Testing, drug therapy and artificial insemination only 100% Coverage	80% Coverage after deductible	100% Coverage after \$10 Copay  for infertility assessment & genetic assessment only	100% Coverage after \$10 Copay  for infertility assessment & genetic assessment only	80% of M-Care fee  for infertility assessment & genetic assessment only
Allergy Testing Evaluation and Serum	100% Coverage for Serum testing - \$10 Copay	80% Coverage after deductible	100% Coverage	100% Coverage	80% of M-Care fee

**Township of Grosse Ile  
Medical Benefit Comparison**

Item	Health Alliance Plan (POS-High Option)		M-Care (POS Plan E)		
	In-Network	Out-of-Network	In-Network	In-Network without PCP referral	Out-of-Network
Routine Pap Smear	100% Coverage after \$10 Copay	80% Coverage after deductible	100% Coverage after \$10 Copay	100% Coverage after \$20 Copay	20% of M-Care fee
Routine Mammography	100% Coverage after \$10 Copay	80% Coverage after deductible	100% Coverage after \$10 Copay	100% Coverage after \$10 Copay	80% of M-Care fee
Voluntary Sterilization	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	In Office - 80% of M-Care fee In Facility - 20% Coinsurance
Chiropractic Care	Manipulation of the spine for subluxation only! 100% Coverage after \$10 Copay	80% Coverage after deductible	Not covered in-network	Not covered in-network	50% of M-Care fee 10 visit limit for subluxation only
<b>OTHER SERVICES</b>					
Prescription Drugs	\$5 Copay Contraceptive drugs and devices covered according to HAP criteria	80% Coverage after deductible	\$5 Copay Contraceptive drugs are covered		
Ground Ambulance Services	100% Coverage		100% Coverage when authorized by M-Care		
Durable Medical Equipment (when medically necessary)	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	Not Covered
Prosthetics/Orthotics	100% Coverage	80% Coverage after deductible	100% Coverage	100% Coverage	Not Covered
Physical Therapy (condition is subject to significant improvement within 60 days)	100% Coverage	80% Coverage after deductible	100% Coverage up to 60 aggregated visits per condition per year	100% Coverage up to 60 aggregated visits per condition per year	80% of M-Care fee 60 aggregated visits per condition per year
	Combined 60 visits per condition per lifetime				
Eye Examinations	100% Coverage after \$10 Copay	80% Coverage after deductible	Covered up to \$40; one routine exam per year	Covered up to \$40; one routine exam per year	Covered up to \$40; one routine exam per year
Hearing Devices Evaluation and Serum	100% Coverage after \$10 Copay	80% Coverage after deductible	Covered, one every third year, participating providers only	Not available	Not available

**ALTERNATIVES TO HOSPITALIZATION**

*Services will be performed by physical therapists or orthopedic physicians only*



**Township of Grosse Ile  
Medical Benefit Comparison**

Item	Health Alliance Plan (POS-High Option)		M-Care (POS Plan E)		
	In-Network	Out-of-Network	In-Network	In-Network without PCP referral	Out-of-Network
Home Health Care	100% Coverage	80% Coverage after deductible	100% Coverage 60 consecutive days-condition/year	100% Coverage 60 consecutive days-condition/year	Not Covered
Skilled Nursing Facility	100% Coverage	80% Coverage after deductible	100% Coverage up to 100 days/lifetime	100% Coverage up to 100 days/lifetime	100% Coverage up to 100 days/lifetime
	Combined 100 days per member per calendar year				
Private Duty Nursing	Not Covered		Not Covered		
Hospice Care	100% Coverage	80% Coverage after deductible	100% Coverage when arranged and authorized by M-Care	100% Coverage when arranged and authorized by M-Care	Not Covered
	Combined 210 days lifetime maximum				
<b>MENTAL/NERVOUS CONDITIONS</b>					
Inpatient	100% Coverage	80% Coverage after deductible	100% Coverage up to 45 days per calendar year	Not Covered	Not Covered
	Combined 30 days per member per calendar year				
Outpatient	100% Coverage	50% Coverage	100% Coverage after \$15 Copay per visit to 20 visits/year	Not Covered	Not Covered
	Combined 20 visits per member per calendar year; \$10 copay per visit				
<b>ALCOHOLISM/SUBSTANCE ABUSE</b>					
Inpatient/Approved Intermediate Care Facility <sup>2</sup>	100% Coverage	80% Coverage after deductible	See Footnote <sup>2</sup>	Not Covered	Not Covered
	Combined 30 days per member per calendar year or state mandated annual aggregate dollar amount, whichever is greater				
Outpatient	100% Coverage after Copay	50% Coverage after deductible	\$15 copay per visit up to 20 visits per year	Not Covered	Not Covered
	Combined 35 visits per member per calendar year or state mandated annual aggregate dollar amount, whichever is greater; \$10 copay per visit				

<sup>2</sup> Intermediate care is available from M-Care under one program of daily residential therapy per year

*This benefit outline is intended for use only as a source of reference. Official benefits, conditions, exclusions and limitations are documented in the Health Alliance Plan and M-Care Plan contracts.*

APPENDIX B

SUBSTANCE ABUSE/ALCOHOL TESTING

The Chief of Police and the Union will decide upon a substance abuse/alcohol testing program. When completed, the testing program will become Appendix B of this contract. In addition, the policy will state that any testing may occur whenever allowed or required by law.

SEE ATTACHED POLICY 52-1 to 52-10

# DRUG TESTING POLICY

## I. PURPOSE

The purpose of this order is to provide all employees with notice of the provisions of the departmental drug testing program.

## II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

Where law enforcement employees participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by all employees on April 1st, 1997.

## III. DEFINITIONS

- A. EMPLOYEE: Those persons who are employed by the Grosse Ile Police Department.
- B. SUPERVISOR: Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. DRUG TEST: The compulsory or voluntary production and submission of urine in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
- D. REASONABLE SUSPICION: That quantity of proof or evidence that is more

than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect the employee is or has been using drugs while on or off duty.

- E. PROBABLE CAUSE: That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty.
- F. PROBATIONARY EMPLOYEE: For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.
- G. MRO - MEDICAL REVIEW OFFICER: The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. LAST CHANCE AGREEMENT: A standard letter of conditions for continued employment that is offered by the Chief after it has been determined that the employee has violated this order.

#### IV. PROCEDURE/RULES

##### A. GENERAL RULES

The following rules shall apply to all employees while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance except under the direction of a licensed medical practitioner.
  - a. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
    1. Note from the prescribing doctor.
    2. Copy of the prescription.
    3. Show of the bottle label to his or her immediate supervisor.
  - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.

3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
4. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his or her supervisor.
5. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief or his designee, when one of the following occurs:
  - a. A refusal to participate when ordered by the Chief or his designee.
  - b. Probable cause.
  - c. The Medical Review Officer determines that an employee's drug test was positive.)

**B. APPLICANT DRUG TESTING**

1. Applicants for employment with the Grosse Ile Police Department shall be required to take a drug test as a condition of employment during a pre-employment (post offer) medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - a. Refusal to submit to a required drug test, or
  - b. A confirmed positive drug test indicating drug use prohibited by this order.

**C. PROBATIONARY EMPLOYEE DRUG TESTING**

All probationary employees shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Chief.

**D. EMPLOYEE DRUG TESTING**

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. The Chief or designee may order an employee to take a drug test upon documented probable cause that the employee is or has been using drugs. The facts supporting the order shall be made available to the employee prior to the actual test.
2. Upon reasonable suspicion the Department may request an employee to submit to a drug test in the presence of a union representative in accordance with the contract.
3. A drug test will be administered when an employee is promoted.
4. A drug screening test shall be considered as a condition of acceptance to a Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested at least once every six months and also when an officer leaves the unit. The officers of the Narcotic Unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

E. PENALTY

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the **Grosse Ile Police Dept.** rules and regulations, and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

F. DRUG TESTING PROCEDURES

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each employee to be tested before the employee enters the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary; however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.

4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an officer enters same in order to document that the area is free of any foreign substances.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than 4 hours to give a sample. During that time, the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician and checked against the identity of the employee. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. DRUG TESTING METHODOLOGY

1. The testing or processing phase shall consist of:
  - a. Initial screening test.
  - b. Confirmation test -- if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

#### INITIAL TEST LEVEL

	(ng/ml)
Marijuana metabolite .....	100
Cocaine metabolite .....	300
Opiate metabolite .....	300*
Phencyclidine .....	25
Amphetamines .....	1000
Barbiturates .....	300

\*25 ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method.

#### CONFIRMATORY TEST LEVEL

Marijuana metabolite .....	15*
Cocaine metabolite .....	150**
Opiates:	
Morphine .....	300+
Codeine .....	300+
Phencyclidine .....	25
Amphetamines:	
Amphetamine .....	500
Methamphetamine .....	500
Barbiturates .....	300

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid.

\*\*Benzoyllecgonine.

+ 25ng/ml if immunoassay-specific for free morphine.



6. The initial and confirmatory test cut off levels of this order are the same as that of the United States government which were published in the Federal Register, Volume 54, Number 230, dated December 1, 1989.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

#### H. CHAIN OF EVIDENCE - STORAGE

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

#### I. DRUG TEST RESULTS

All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However; medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.

#### J. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT

1. An employee whose drug test has been confirmed positive by the Medical Review Officer (if found guilty during department proceedings) shall be offered a last chance agreement.
2. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the department and the employee and Grosse Ile Police Officers Association representative.
3. An employee must attend and successfully complete an authorized rehabilitation program approved by employer.

4. An employee must sign a form releasing any and all information to management as may be requested.
5. An employee must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
6. An employee may be allowed to use sick time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
7. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief.
8. The employee shall be subject to the terms of this program for three (3) years after their return to work.
9. The employee must agree in writing that the employee may be automatically terminated forthwith if a violation of any portion of the last chance agreement occurs at any time during its enforcement term.
10. Employee must be advised that the employee is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

## LAST CHANCE AGREEMENT

RE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, the above referenced individual was found guilty of violating the department drug order on \_\_\_\_\_, and; Whereas, the \_\_\_\_\_ will conditionally reinstate \_\_\_\_\_ to the same rank held at termination, provided the employee is found by medical examination to be capable of performing all the duties of the classification as have been previously established by \_\_\_\_\_ and subject to the following terms and conditions being met and maintained:

Now, therefore, it is agreed that:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source and approved by the employer.
3. Employee must pass a medical and psychological examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical/psychological impact of the prior drug usage.
4. Employee may be allowed to use sick time and may apply for a medical leave of absence, if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Chief, the employee shall be returned to the Police Department
6. Once returned to duty, the employee will present him/herself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him/her by the rehabilitation center for a period of not more than three (3) years. Employee \_\_\_\_\_ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives shall result in discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, employee \_\_\_\_\_ shall submit to controlled substance testing at the discretion of the Chief. If any such test shows a

positive result for the presence of a controlled substance, employee \_\_\_\_\_ will be discharged from employment with the \_\_\_\_\_, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

8. Employee \_\_\_\_\_ will be credited with seniority, for promotional purposes, for time separated from the police department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing, and employee \_\_\_\_\_ waives any claim thereto. Benefits will be paid and will accrue in accordance with Section 18.7 of the Collective Bargaining Agreement.
9. The association shall withdraw with prejudice the Grievance # \_\_\_\_\_ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and employee from any and all claims relating thereto. Employee \_\_\_\_\_ shall release and discharge the Association and Employer from any and all claims relating to Grievance # \_\_\_\_\_ including, but not limited to, the processing and arbitration of this grievance. Further, employee \_\_\_\_\_ shall release the Township and the Association from all liability and claims he/she may have had or now has with respect to his/her employment with the Grosse Ile Police Department whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or other law, regulations, contract or agreement under the Collective Bargaining Agreement between the Township of Grosse Ile and the Police Officers Association of Michigan.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Police Chief

**AGREEMENT BETWEEN TOWNSHIP OF GROSSE ILE  
AND POLICE OFFICERS ASSOCIATION OF MICHIGAN,  
GROSSE ILE POLICE OFFICERS ASSOCIATION  
TO AMEND COLLECTIVE BARGAINING AGREEMENT  
CONCERNING RETIREE LIFE INSURANCE BENEFIT**

WHEREAS, the Township of Grosse Ile ("Township") and Police Officers Association of Michigan, Grosse Ile Police Officers Association ("Union") are parties to a collective bargaining agreement with a duration of April 1, 1996 through March 31, 1999;

WHEREAS, Article 27, Section 27.14 of the contract (p. \_\_\_), entitled Life Insurance, currently states in relevant part:

"The Township shall provide retired employees with a \$5,000 life insurance benefit."

WHEREAS, the Township is desirous of providing its retirees with additional life insurance, even if such insurance must be paid for by the Township and, therefore, has agreed to provide retirees with a \$10,000 life insurance benefit;

WHEREAS, the contracting parties have agreed to amend the above-quoted language to state that employees will be provided with a \$10,000 life insurance benefit at retirement;

NOW, THEREFORE, the contracting parties agree to amend the above-quoted language in Article 27, Section 27.14 of the contract to state as follows:

"Employees will be provided with a \$10,000 life insurance benefit at retirement."

  
\_\_\_\_\_  
For the Township

Date:

12/5/97

  
\_\_\_\_\_  
For the POAM Union

Date:

12/4/97





