

6/30/94

PLYMOUTH TOWNSHIP/OPERATORS
SIGNATURE COPY: (LHEP)
JULY 10, 1991

AGREEMENT

Between

THE CHARTER TOWNSHIP OF PLYMOUTH

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Operators)

Effective: April 27, 1991 through June 30, 1994

FINAL AGREEMENT

JULY 10, 1991

Plymouth Township

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DEFINITIONS

- EMPLOYER - The Charter Township of Plymouth.
- OPERATOR - Township employees performing communications and dispatching work as directed by management. Operators shall be comprised of full-time and part-time employees. For purposes of this agreement, references to the male gender shall include the female gender, and references to the female gender shall include the male gender unless otherwise indicated.
- FULL-TIME EMPLOYEE - An operator selected by management to perform full-time communications and dispatching duties. (Generally performing forty (40) hours of work per week.)
- PART-TIME EMPLOYEE - Operators regularly performing less than forty (40) hours a week of work.
- PROBATIONARY PERIOD - a). Full-time Operators:
Six (6) months after commencing work as a full-time operator.
b). Part-time Operators:
2,080 hours of work from date of hire.
- SENIORITY (Part-Time Employees) - Shall be accrued based on the number of hours worked. Two thousand eighty (2,080) Hours will equal one (1) year of seniority.
- SENIORITY (Full-Time Employees) - Seniority will be based on date of hire as a full-time operator. Hours worked as a part time operator will count for purposes of determining vacation benefits only.
- SUBCONTRACTING - The contracting out of all or some of the work done by the bargaining unit.
- TRAINEE - Newly hired operators shall be classified as trainees until they have successfully completed the Township training program.
- UNION - The Police Officers Association of Michigan.

AGREEMENT

This Agreement made and entered into this 10th day of July, 1991, by and between The Charter Township of Plymouth (hereinafter referred to as "Employer" or the "Township") and the Police Officers Association of Michigan (hereinafter referred to as the "Union").

ARTICLE I

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to set forth in writing all of the understandings and agreements reached between the parties regarding wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote harmonious relations between the parties in order to best serve the interests of the community, improve the services rendered by the Union, and to provide an orderly and equitable means of resolving all future differences which may arise.

ARTICLE II
RECOGNITION

2.1 Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended, the Employer does hereby recognize the Police Officers Association of Michigan as the exclusive representative for the purpose of collective bargaining in respect to rates of pay and hours of employment for all non-probationary, full time and part-time operators employed by the Charter Township of Plymouth. (Probationary operators shall be represented only to the extent allowed in paragraph 3.3 of this contract).

2.2 The bargaining unit consists of full-time and part-time operators. Part-time operators work less than an average of 40 hours per week.

2.3 All openings for full-time, non-supervisory operator positions will be posted for seven (7) days. All non-probationary operators may apply for the position.

2.4 For purposes of filling full-time operator positions, manangement shall use the following criteria:

- a). Candidates should be non-probationary operators, with an overall performance rating of good/competent. Candidates should not have any record of reoccurring disciplinary action;
- b). Candidates will undergo and successfully complete a drug test examination.

The Township will consider the top three seniority candidates (by hours worked) who apply for the position. Township management will select one of the three (3) individuals who, in its sole discretion, management deems to be best qualified for the position. If there are not at least two (2) internal candidates for the position, the Township may supplement the candidate list with outside applicants.

2.5 Any individual becoming a full-time non-supervisory operator shall serve a probationary period in the new position for a period of six (6) calendar months. The probationary period may be extended for an additional six (6) months for cause. If the full-time operator fails to complete his/her full-time probationary period, but has already completed a part-time probationary period, that person will be returned to the part-time operator ranks. The decision to remove a person from a probationary position is not grievable.

ARTICLE III

UNION RIGHTS

3.1 Operators and their representatives shall have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining to express or communicate any views, grievances, complaints or opinions related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal. However, no operator shall engage in any political or Union activities during work hours unless expressly provided herein.

3.2 A two-person Grievance Committee will be identified by the Union. A member of this Committee shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of this Collective Bargaining Agreement, provided that this does not interfere with or disrupt the operations of the Communication Center Department. The Union shall notify the Township of the names and titles of their representatives within one (1) week after their appointment. No representative will be permitted to act as such until the Township is advised that the person has become a representative. Only one person from the Grievance Committee shall act at any one time on any grievance.

3.3 All operators shall serve a probationary period. Part-time operators shall serve a probationary period of 2,080 hours during which time they shall work at the will of the Township and may be terminated with or without cause. Full-time operators shall serve a probationary period of six (6) calendar months from the date they commence full-time duties. A full-time operator who has not previously completed a part-time operator probationary period shall serve at the will of the Township and may be terminated with or without cause. A full-time operator who has previously completed a part-time operator probationary period with the Township, and who does not successfully complete the full-time operator probationary period, shall be returned to part-time operator duties. The decision to remove a full-time probationary operator from full-time to part-time status is not grievable. The Township may extend, for cause, the probationary period, for a period of time not to exceed six (6) calendar months. Probationary operators (except full-time probationary

operators who have already completed a part-time probationary period) will be represented by the Union after thirty (30) days of employment for collective bargaining purposes only - not for any discipline, discharge proceedings, or any other matter - and shall work at the will of the Township.

3.4 The Union, in contract negotiations, may be represented by Union representatives in bargaining, not to exceed three (3). In addition, the Union may be represented in contract negotiations by counsel and state Union representatives. Only one (1) Union representative per session will be paid for work hours missed if negotiations occur during the representatives regularly scheduled work hours.

3.5 The Union may, with the approval of the Chief of Police, schedule meetings on Township premises.

ARTICLE IV

AGENCY SHOP

4.1 All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the bargaining unit or pay a service fee if they choose not to join the Union, pursuant to Article V. The Township, upon receipt of a written notice from the Union that any operator has not paid the required service fee, shall terminate the employment of said operator within thirty (30) days from the date of said notice, unless said operator re-instituted the payments of his service fee prior to the thirty (30) day period. Terminations shall be handled in accordance with the terms of Article V.

ARTICLE V
DUES CHECKOFF

5.1 After the effective date of this Article and thereafter during the life of the Collective Bargaining Agreement, and to the extent the laws of the State of Michigan permit, the Township agrees to deduct from the pay of operators who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, or, in the alternative, the service fee, provided, however, that the Union shall first present to the Employer a certified checkoff list consisting of a statement of the amount of the dues and/or service fees certified by the Treasurer of the Union and written authorization on a suitable form signed by the operator allowing such deductions and payment to the Union at least thirty (30) days prior to the date on which the dues and/or service fees are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified checkoff list and authorizations and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of action taken or not taken to the Employer in reliance upon such certified checkoff list of authorization. An operator may revoke his authorization for dues or service fee deduction upon sixty (60) days written notice to the Employer.

5.2 Dues shall be deducted in equal amounts from each pay and shall be remitted to the Treasurer of the Union within thirty (30) days thereafter with a list of the operators from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an operator already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the operator will be made by the Union.

5.3 An operator shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

5.4 The Township shall not be liable to the Union by reason of the requirements of this Collective Bargaining Agreement for

the remittance or payment of any sum other than those constituting actual deductions made from wages earned by operators. Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, fines, special assessments or any other deduction not in accordance with this provision.

5.5 Operators who tender the dues or service fee, shall be deemed to meet the conditions of this Article, if they are not more than sixty (60) days in arrears in payment.

5.6 The Union shall accept into membership each operator who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

5.7 This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the courts, and this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the court or other legal authority.

5.8 Whenever the Union requests a payroll deduction of an agency fee, and an operator objects, justification for that fee, including specific accounting of the calculation of the fee, as well as a deduction, if any, to be made therefrom concerning political activity, etc., will be provided to the Employer and the operator in question by the Union.

5.9 The Union will provide a lawful review and accounting procedure pursuant to this Article.

5.10 The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of actions taken or not taken by the Township pursuant to the provisions of this Article.

ARTICLE VI
MANAGEMENT RIGHTS

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

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, staffing levels, the control of equipment to be used, and the discontinuance of any service or method of operation;
- B. To introduce new equipment, methods or processes, change or eliminate existing equipment, institute technological changes, and decide on supplies and equipment to be purchased;
- C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities; to subcontract or purchase work processes or services, subject to the understanding that if the specific work regularly performed on the effective date of this Collective Bargaining Agreement by bargaining unit members is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff, reduction or elimination of positions in the bargaining unit, the Township shall notify the Union prior to letting the contract, and, if requested in writing by the Union within five (5) business days from the notice, the Township will meet within ten (10) business days from the receipt of the request to negotiate only the effects of any layoffs. Any issue concerning subcontracting shall be outside

of any arbitrator selected pursuant to Article XIX of this agreement.

- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of the workforce;
- F. To hire new operators or to assign and lay off operators so long as a layoff is done subject to the terms of this Collective Bargaining Agreement;
- G. To permit Township employees not included in the bargaining unit, to perform bargaining unit work during break periods, emergencies or when the Township is unable to contact any operators to perform the work;
- H. To direct the workforce, to assign the type and location of work assignments and determine the number of operators assigned to operations;
- I. To establish, change, combine or discontinue job classifications;
- J. To determine show-up time, lunch, rest periods and clean-up times, the starting and quitting times and the number of hours to be worked;
- K. To establish work schedules, work standards and the methods, processes and procedures by which such work is to be performed;
- L. To discipline, suspend and discharge for cause, subject to this Collective Bargaining Agreement, and to discharge probationary operators without cause at the will of the administration.
- M. To adopt, revise and enforce, Township and departmental policies, procedures, rules and regulations and to carry out cost and general improvement programs. The Employer shall be required only to notify the Union regarding amendments and adoption of said rules and regulations. For notice purposes only, the Union shall receive this notice five (5) days prior to the effective date of said rule(s) and/or amended rule(s) and regulations;

- N. To transfer, promote and demote operators from one classification to another, subject to this agreement;
- O. To select operators for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of operators to perform the available work, subject to this agreement;
- P. To establish training requirements for purposes of maintaining or improving professional skills of operators and for purposes of advancement.

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

ARTICLE VII

STRIKES, SLOWDOWNS AND WORK STOPPAGES

7.1 During the life of this Collective Bargaining Agreement, the Union shall not cause its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, restriction of work or interference with the operations of the Township. The Union shall not cause nor shall any member of the Union take part in any strike or stoppage of any of the Township's operations during the life of this Collective Bargaining Agreement.

7.2 The Union agrees it will take prompt, affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the operators that it disavows these acts.

7.3 The officers of the local shall take prompt, affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, or work interference of any kind.

ARTICLE VIII

WORK SCHEDULE

8.1 The regular work week shall be defined as beginning 12:00 a.m. Monday and ending at 11:59 p.m. Sunday.

8.2 The Chief of Police shall establish each operator's start and finish times for each work day. A monthly work schedule shall be posted which shall give each operator his/her job assignments for that month, including the start and finish times for each operator's work period. The Township will make every effort to schedule full-time personnel to "regular hours," consistent with personnel needs and the demands of the Department.

8.3 The Employer reserves the right to deviate from work schedules in cases of emergency. Emergency includes the need to have manpower to perform the required tasks in the department.

8.4 Any operator called into work during non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work at the Operator's regular hourly rate.

8.5 Operators who fail to show up for their scheduled work time shall be subject to discipline.

8.6 Trading of days may be allowed for full-time and part-time operators, subject to the approval of the Chief of Police.

- a). The Chief of Police will be notified at least twenty-four (24) hours prior to the trade. The twenty-four (24) hour period may be waived in emergency situations with the written approval of the Chief of Police.
- b). The operator agreeing to work for another will be responsible for the fulfillment of all duties and responsibilities just as if he or she had been regularly scheduled to work on the trade date. If the operator agreeing to work for another fails to

show for any reason, that operator will be charged with the absence and shall not be approved to trade days in the future.

- c). The Township shall pay no additional overtime as a result of the trade.
- d). Unless expressly approved by the Chief of Police, time may not be traded in increments of less than four (4) hours.
- e). Operators are required to keep track of their own trade time, and operators, not the Township, are responsible to repay time and to see that time is repaid.
- f). The Trading of Days form is attached hereto as Exhibit A.

EXHIBIT A

TRADING OF DAYS AGREEMENT

I, _____ hereby agree to work for _____ on
(Name) (Name)

on _____ for _____ from _____ to _____
(Date) (No. of Hours) (Starting) (Ending)

I understand that I will be responsible for the fulfillment of all duties and responsibilities as if regularly scheduled to work on the above-listed date.

(Signature of Person Agreeing to Work)

(Date)

I, _____, hereby agree to repay this time within the calendar year.

(Signature of Person Trading Time)

(Date)

APPROVED: _____
Chief of Police
Charter Township of Plymouth

ARTICLE IX
WAGES

9.1 Full-time Operators shall be paid in accordance with the following hourly wage schedule (parentheticals indicate effective annual salary):

	4/27/91 through <u>6/30/92</u>	7/01/92 through <u>6/30/93</u>	7/01/93 through <u>6/30/94</u>
New Hire	\$ 9.30 (\$19,347.12)	\$ 9.86 (\$20,507.96)	\$ 10.45 (\$21,738.43)
Regular Rate	\$ 10.34 (\$21,496.86)	\$ 10.96 (\$22,786.61)	\$ 11.61 (\$24,153.81)

9.2 Part-time Operators shall be paid in accordance with the following hourly wage schedule:

	4/27/91 through <u>6/30/92</u>	7/01/92 through <u>6/30/93</u>	7/01/93 through <u>6/30/94</u>
Entrance	\$ 7.16	\$ 7.59	\$ 8.05
(560 Hours)	7.42	7.87	8.34
(1,040 Hours)	7.69	8.15	8.64
(2,080 Hours)	7.95	8.43	8.94
(3,120 Hours)	8.22	8.71	9.23

9.3 Regular Rate - Effective for operators who have completed one (1) year of full-time service, or at time of full-time hire have completed, 2,080 hours of part-time service with The Plymouth Township Police Department.

The Township may, in its discretion, bring in a new hire, with at least one (1) year of dispatching experience with another agency or organization, at the regular rate.

ARTICLE X

OVERTIME

10.1 All overtime must be authorized and approved by the Chief of Police. All operators shall be paid the rate of one and one-half (1-1/2) times their hourly rate for all hours worked in excess of forty (40) hours per week.

10.2 For purposes of this section, "hours worked" includes paid absence time -- sick leave, bereavement leave and vacation -- the term "hours worked", however, does not include pay for inability to have break time.

10.3 The Township may hold over operators for emergencies and short periods of time. Otherwise, the Township will post (or call operators) for overtime work. The most senior operator will have the opportunity to volunteer to perform overtime work. Should there be a need for additional help after all operators have had a chance to volunteer, the Township may order the operators in to perform work starting with the least senior operator.

ARTICLE XI

BENEFITS

11.1 Holidays: Effective with the signing of this agreement, the following calendar days, or the calendar days customarily celebrated in lieu thereof, shall be considered to be holidays for the purpose of this Collective Bargaining Agreement:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
	Good Friday (1/2-day)

11.2 Holiday Pay - Full-Time Operators: Effective with the signing of this agreement, full-time operators will receive "holiday pay" at the rate of Seventy and no/100 (\$70.00) Dollars for each of the holidays listed in Paragraph 11.1. Holiday pay will be paid to an operator whether the operator actually works the holiday or not. If an operator works the holiday, he will only receive his regular pay for working that day. Holiday pay will be paid in one lump sum the first payday in December for those holidays falling between December 1 of the preceding year and November 30th of the year in which the holiday pay is paid. Holiday pay will be pro-rated for operators who begin employment or terminate employment during the year. The pro-ration will be based on the number of holidays falling within the period of time that the operator actually worked.

11.3 Holiday Pay - Part-Time Operators: Part-time operators shall be compensated only for holidays actually worked at a rate of two times (2x) their hourly rate for actual hours worked.

11.4 Uniforms: The Township will furnish and clean uniform items. The composition of the uniform shall be made by the Township, in the Township's discretion.

ARTICLE XII

SICK LEAVE

A. Sick leave with pay shall be earned by all full-time operators. Sick leave shall not be taken by an operator at his discretion, but shall be allowed only in case of necessity as follows:

- (1) Due to personal illness or physical incapacity caused by factors over which the operator has no reasonable immediate control.
- (2) Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.

B. Method of Earning: A full-time operator shall earn one (1) sick day for the purpose of this section for each month the operator works eighteen (18) paid days. An operator's use of a sick day during a month shall be counted as one (1) day of the required eighteen (18) paid days.

Method of Use:

- (1) Sick days may be used in the same period when earned.
- (2) The maximum accumulation allowed hereunder is forty-five (45) days.
- (3) Sick days may be used in increments of one-half (1/2) work day.
- (4) All days over forty-five (45) days on January 1st of each year shall be paid at one-half (1/2) the daily rate, as of the preceeding December 31st.
- (5) Accumulated sick leave shall be paid upon termination or retirement up to a maximum of forty-five (45) days based on full wage rate pursuant to the State and Federal Wage and Hour laws.

C. In order to receive compensation while absent on sick leave, the operator must notify the Chief of Police, or his designated representative, prior to or within one-half (1/2) hour after the time set for beginning his/her daily duties.

D. The Township may require that operators provide specific and detailed medical data from the operator's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken and the operator is absent for two (2) consecutive work days or when the Township has a reasonable belief that the operator is abusing the privileges of this Article.

ARTICLE XIII

BEREAVEMENT LEAVE

13.1 In the event of a death in a full-time operator's immediate family, that is, his spouse, child, parents, brother, sister, or grandparents, the operator shall be excused without loss of basic salary and fringe benefits for a period of up to three (3) consecutive days commencing on a day and time chosen by the operator, provided that one of the days of this period is the date of the service of said deceased. For purposes of this section, the term "child" shall include natural born children, as well as step children residing in the operator's home.

Part-time operators will be given up to three (3) days off without pay pursuant to this Article.

ARTICLE XIV

VACATION

14.1 Each full-time operator shall earn credit toward a vacation with pay in accordance with the following schedule.

14.2 Vacation length is determined by continuous service with Plymouth Township as a full-time operator and shall be prorated from the date of the operator's hire. Operators who performed part-time communications and dispatching duties will be allowed to have their hours worked as a part-time operator count for purposes of determining vacation benefits only, in accordance with the ratio of 2,080 hours equals one (1) year.

Method of Earning

- A). One to less than five years of service =
1 day a month accrual (maximum 12 days).
- B). Five to less than ten years of service =
1-1/2 days a month accrual (maximum 18 days).
- C). Ten to less than fifteen years of service =
2 days a month accrual (maximum 24 days).
- D). Fifteen to less than twenty years of service =
2.08 days a month accrual (maximum 25 days).
- E). Twenty years of service or more =
2.17 days a month accrual (maximum 26 days).

14.3 Credit will be earned for only those months in which an operator works at least eighteen (18) days. Time spent on a scheduled vacation while on the active roll will be considered as time worked for computing credits. Time spent on a disability absence due to a worker's compensation compensable injury or approved sick leave, bereavement and court time will be considered time worked, provided the operator works three (3) months during the calendar year in which credit is earned.

14.4 Vacation days are earned in one (1) calendar year and taken in the subsequent year.

14.5 Each operator shall select their vacation period independently of the others by seniority. No more than two (2) full-time operators can be on vacation at the same time, except with the approval of the Chief of Police.

14.6 Vacation periods shall be bid by operators by seniority. Operators shall bid for a minimum of five (5) consecutive days or more at a time. After each member has made his/her first selection, the bidding will start at the top again and continue down the seniority list. This bidding will continue until all operators have bid their respective amounts of vacation time. The maximum to be scheduled at any one time is at the discretion of management. If operators are unable to use their vacation time during the year due to the actions of management, operators may carry over up to five (5) days vacation for up to six (6) months beyond December 31st of each calendar year.

14.7 Upon termination of employment, operators shall be entitled to receive compensation equal to the number of unused vacation days at the operator's prevailing basic salary rate; at the hourly rate of pay times eight (8) hours, times the number of unused days.

14.8 Vacations can be taken in less than five-day increments, consistent with the needs of the Department and the consent of the Chief of Police.

ARTICLE XV
INSURANCE

15.1 The Township will provide health/dental insurance for full-time operators only.

15.2 The Township will provide full-time operators with health insurance coverage in accordance with the following:

- A. Health Insurance with a major medical and drug rider (BS/BS MVF-1 with Master Medical Option #1 or comparable coverage); or
- B. Health Maintenance Organization (HMO) coverage;
- C. Actual carrier selection for Paragraphs 15.2 (A) and (B) shall be at the sole discretion of the Township so long as comparable benefits are provided.

15.3 Notwithstanding the provisions contained in Paragraph 15.2, effective July 1, 1989, the maximum monthly employer paid premium provided for health insurance shall be capped as follows:

- (1) Family ----- \$ 300.00
- (2) Couple ----- \$ 280.00
- (3) Single ----- \$ 125.00

The operator will be responsible, through payroll deduction, for the cost of any health insurance premiums in excess of the monthly cap. However, a ceiling of 1% of an employee's annual salary will apply to the employee co-pay for health insurance.

15.4 Effective July 1, 1989, all health insurance plans will include a drug prescription co-pay requirement of Five and no/100 (\$5.00) Dollars per/prescription.

15.5 A full-time operator, after supplying written verification to the Township that he/she is covered by health insurance through his/her spouse, may elect not to participate in the available health insurance plans.

- A. Those operators electing to opt out of the Township health insurance plans shall receive Fifty and no/100 (\$50.00) Dollars (gross) per bi-weekly paycheck.
- B. Proof of other insurance must be submitted on an annual basis.
- C. In the event that the spouse's insurance coverage is terminated for any reason, the operator agrees to notify the Township, and to exercise the COBRA and/or conversion policy rights under the spouse's plan until the Township's next annual insurance enrollment period opening. At that time, the operator may re-enroll in the Township Insurance programs. At the time of re-enrollment, the Fifty and no/100 (\$50.00) Dollars (gross) cash compensation will terminate.

15.6 Dental Insurance: The Township shall provide full-time operators with dental insurance coverage in accordance with the following:

- A. Class I Benefits:
Basic Dental Services (excluding Major Restorative Services) shall be covered at 100% for Diagnostic, Preventative, Emergency Palliative and Radiographs; and at 75% for the balance of the Class I benefits.

- B. Class II Benefits:
Prosthodontic Dental Services and Major Restorative Services (crowns, jackets and gold-related services) shall be covered at 50%.
- C. The maximum contract benefit for any of the benefits listed in Paragraphs 15.6 (A) or (B) is Six Hundred and no/100 (\$600.00) Dollars per person in a contract year.
- D. Actual carrier selection for Paragraph 15.6 shall be at the discretion of the Township so long as comparable benefits are provided.

15.7 Vision/Optical: There is no separate vision/optical policy or coverage. Some HMO plans include this coverage as part of their insurance package.

15.8 Long-Term Disability Insurance: The Township shall provide full-time operators coverage comparable to the Benefit Trust Life Contract #CO214.

- a). Monthly Benefits:
66.67% of the insured's average monthly earnings, not to exceed a maximum long-term monthly benefit of Two Thousand and no/100 (\$2,000.00) Dollars.
- b). Elimination Period for:
Injury - sixty (60) days
Sickness - sixty (60) days
- c). Maximum Duration of Benefits:
For an insured who becomes eligible for benefits prior to age sixty (60) to age sixty-five (65).

For an insured who becomes eligible for benefits on or after age sixty (60) to age seventy (70) or for five (5) years, whichever is less.

15.9 Life Insurance: The Township shall provide full-time operators with \$50,000.00 term life insurance coverage.

ARTICLE XVI

PENSION

16.1 The Township shall maintain the existing Michigan Township Association Pension Plan for all full-time, Plymouth Township Operators.

16.2 Operators become participants under the Pension Plan on the date of full-time hire.

16.3 The Township will contribute ten (10%) percent of the full-time Operators earnings and the operator shall contribute five (5%) percent of the operator's earnings to the defined contribution plan with Manufacturers Life Insurance Company. In no event shall the Township's total pension contribution exceed ten (10%) percent of the earnings for eligible full-time Operators. Full-time Operators may make a voluntary contribution of up to an additional ten (10%) percent of earnings per year.

For purposes of this section, the term "earnings" means the employee's base wage; the term does not include overtime compensation, bonus pay, premium pay, holiday pay, or other forms of benefit/premium compensation.

ARTICLE XVII

SENIORITY

17.1 Part-Time Seniority - After successful completion of the probationary period, part-time operators will acquire seniority based on the number of hours worked, since the operator's date of hire into the Department. When the operator acquires seniority, his/her name shall be placed on the seniority list in the order of his/her seniority. For purposes of this Section, 2080 hours shall equal one (1) year of seniority.

17.2 Full-Time Seniority - Full-time Operators shall acquire seniority based on the number of years that they have performed work as a full-time Township Operator. Hours worked as a part-time operator will count for purposes of determining vacation benefits only.

17.3 An up-to-date seniority list shall be furnished to the Union every year.

17.4 An operator shall lose his/her seniority for the following reasons:

- A. If the operator resigns or retires;
- B. If the operator is discharged and not reinstated;
- C. If the operator is absent from work for three (3) working days without properly notifying the Employer, unless the reason for such absence is a permitted absence under the provisions of this Collective Bargaining Agreement.
- D. If the operator does not return to work at the end of an approved leave without a reasonable and valid excuse;
- E. If the operator does not return to work within ten (10) calendar days following recall from a layoff.

ARTICLE XVIII

MISCELLANEOUS

18.1 Copies of Contracts. Township agrees to provide a copy of the Agreement to each bargaining unit member.

18.2 Trainees. All newly hired operators shall complete a training program. The Township, in its sole discretion, shall provide and define the requirements of the training program and shall determine when a trainee has successfully completed the same.

ARTICLE XIX
GRIEVANCE AND ARBITRATION

19.1 A grievance is defined as "an alleged violation of a specific article and section of this Collective Bargaining Agreement." If any such grievance arises during the term of this Collective Bargaining Agreement, it shall be submitted to the following Grievance Procedure.

A grievance shall be processed utilizing the forms agreed upon by the parties.

19.2 Prior to filing a formal grievance, the operator or his/her chosen representative shall attempt to settle the grievance at the Department level. Each side to be advised of persons to be present. In any event, a formal written grievance stating the specific article and section of this Collective Bargaining Agreement alleged to be violated, together with the facts giving rise to the grievance, the relief requested, and signed by the operator must be filed within fifteen (15) business days of the occurrence out of which the grievance arises. If attempts to settle the grievance informally have failed at the department level, formal proceeding shall consist of the following:

Step One. Submitting the grievance on the Grievance Initiation Form to the Chief of Police, who shall have five (5) business days to render a decision.

Step Two. In the event that the decision rendered in Step One is not satisfactory to the operator or to the Union, either the operator or the Union, on behalf of the operator, shall submit an appeal within five (5) business days of the decision in Step One to the Township Supervisor. The Township Supervisor shall then render a decision within ten (10) business days after receiving the Grievance Appeal Form.

19.3 Any grievance not advanced to the next Step by the Union within the time limit in that Step shall be deemed abandoned. If the Township Supervisor or his representative does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred

to the next Step of the Grievance Procedure. Time limits may be extended by mutual agreement, in writing.

19.4 Any grievance which arose prior to the execution date of this Collective Bargaining Agreement shall not be processed.

19.5 Any agreement between the Township and the Union representatives is binding on all workers affected and cannot be changed by any individual.

19.6 In no event shall an individual, without prior union approval, be permitted to invoke arbitration under this Collective Bargaining Agreement.

19.7 In the event that the grievance is not settled in accordance with Section 19.2, the Union may invoke arbitration by filing a demand with the Township Supervisor and either the American Arbitration Association or the Federal Mediation and Conciliation Service. Such Demand for Arbitration shall be submitted within twenty (20) business days after receipt of the Township Supervisor's decision or expiration of the time limits for the Township Supervisor's decision contained in Section 19.2, Step Two, of the Grievance Procedure. Each party shall pay its own cost of processing grievances through the Grievance and Arbitration Procedures. The Arbitrator's fees and travel expenses shall be borne equally by the parties.

19.8 The Union and the Township shall agree to a list of five (5) arbitrators who are acceptable to both parties. During the course of this Collective Bargaining Agreement, any grievance involving arbitration will be referred to one of the five listed arbitrators for resolution.

Jurisdiction of the Arbitrators.

(1) The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section 19.1 of this Article.

(2) The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Collective

Bargaining Agreement. He shall have no power to specify the terms of a new Collective Bargaining Agreement.

(3) His powers shall be limited to deciding whether the Township has violated the express articles or sections of this Collective Bargaining Agreement and he shall not imply obligations or conditions binding upon the Township from this Collective Bargaining Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.

(4) There shall be no appeal from the Arbitrator's decision if it is within the scope of his authority as set forth above. The Arbitrator's decision shall be final and binding on the Union, its members, the operator or operators involved, and the Township.

ARTICLE XX

SEVERABILITY AND SAVINGS

20.1 If any article or section of this Collective Bargaining Agreement or any riders 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 pending a final determination as to its validity, the remainder of this Collective Bargaining Agreement and of any rider thereto, or the application of such article or section to this Collective Bargaining Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted, shall not be affected thereby.

20.2 In the event that any article or section is held invalid or if compliance with or enforcement of any article or section has been restrained, as set forth in Section 16.1, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party hereto for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands.

20.3 This document reflects the total and integrated agreement of the parties.

20.4 All applicable departmental rules, regulations, directions, general orders, or special orders, including any amendments thereto, shall apply to all operators, unless specifically overruled or inconsistent with the terms of this agreement. If the rules, regulations, directions or orders are inconsistent with this agreement, this agreement shall prevail.

ARTICLE XXI

LAYOFF AND RECALL

21.1 Layoff shall mean the separation of an operator from the active workforce. Layoff shall be determined by seniority, least senior operators laid off first. Laid off operators shall be recalled in accordance with their seniority, the most senior laid off operator being recalled first. All notices shall be sent by certified mail to the last-known address of the laid off operator. If an operator is laid off for more than two (2) years, he/she shall lose any and all rights to recall by the Township.

21.2 The Personnel Department shall give written notice to the Union and to those operators who are affected, of any proposed layoff and/or recall. Such notice shall be provided at least thirty (30) days before the effective date thereof.

ARTICLE XXII

TERMINATION OF AGREEMENT

22.1 This Collective Bargaining Agreement shall remain in full force and effect from April 27, 1991, until Midnight of June 30, 1994, unless either party shall, on or before the 60th day prior to June 30, 1994, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement.

IN WITNESS WHEREOF, the Union and the Township have caused this Collective Bargaining Agreement to be executed in their names by their duly authorized representatives this 10th day of July, 1991.

PLYMOUTH TOWNSHIP OPERATORS/
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

BY: Barbara J. Scott
BARBARA J. SCOTT
Its: President

THE CHARTER TOWNSHIP OF PLYMOUTH

BY: Gerald H. Law
GERALD H. LAW
Its: Township Supervisor

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

BY: Robert C. Wines
ROBERT C. WINES
Its: Business Agent

THE CHARTER TOWNSHIP OF PLYMOUTH

BY: Esther Hulsing
ESTHER HULSING
Its: Township Clerk

REVIEWED AND APPROVED AS TO ACCURACY AND FORM

BY: Carl F. Berry
CARL F. BERRY
Chief of Police

BY: Mark H. Garchow
MARK GARCHOW
P.O.A.M. Bargaining
Committee Representative

BY: Catherine A. Broadbent
CATHERINE A. BROADBENT
Human Resource Analyst

BY: Niels Eric Hansen
NIELS ERIC HANSEN
Township Attorney

