

12/31/95

AGREEMENT

Between

THE CHARTER TOWNSHIP OF PLYMOUTH

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: January 1, 1993 through December 31, 1995

Plymouth Township

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| PURPOSE AND INTENT | 1 |
| ARTICLE I RECOGNITION | 2 |
| ARTICLE II UNION RIGHTS | 3 |
| ARTICLE III AGENCY SHOP | 5 |
| ARTICLE IV DUES CHECKOFF | 6 |
| ARTICLE V MANAGEMENT RIGHTS | 8 |
| ARTICLE VI AGREEMENTS AND ORGANIZATIONS | 11 |
| ARTICLE VII WAGES AND OTHER BENEFITS | 12 |
| ARTICLE VIII STEP-UP PAY & LONGEVITY | 14 |
| ARTICLE IX OVERTIME | 15 |
| ARTICLE X OVERTIME SCHEDULING | 16 |
| ARTICLE XI PROMOTIONS | 17 |
| ARTICLE XII HOURS OF EMPLOYMENT/EIGHT HOUR SHIFT | 19 |
| ARTICLE XIII HOLIDAYS | 20 |
| ARTICLE XIV VACATION | 21 |
| ARTICLE XV PERSONAL BUSINESS DAYS | 24 |
| ARTICLE XVI SENIORITY | 25 |
| ARTICLE XVII SICK LEAVE | 27 |
| ARTICLE XVIII DISABILITY PROGRAM | 29 |
| ARTICLE XIX INSURANCE | 32 |
| ARTICLE XX BEREAVEMENT LEAVE | 35 |
| ARTICLE XXI JURY DUTY | 36 |

Table of Contents
Page ii

| | Page |
|-----------------------|---|
| ARTICLE XXII | UNIFORMS 37 |
| ARTICLE XXIII | PHYSICAL EXAMINATION 38 |
| ARTICLE XXIV | PENSION 39 |
| ARTICLE XXV | MILEAGE 41 |
| ARTICLE XXVI | PERSONAL EFFECTS 42 |
| ARTICLE XXVII | COURT TIME 43 |
| ARTICLE XXVIII | GRIEVANCE AND ARBITRATION 44 |
| ARTICLE XXIX | PROFESSIONAL QUALIFICATIONS 47 |
| ARTICLE XXX | LAYOFF 48 |
| ARTICLE XXXI | SHIFT ASSIGNMENT 49 |
| ARTICLE XXXII | TRADING OF DAYS 50 |
| ARTICLE XXXIII | NO-STRIKE CLAUSE 51 |
| ARTICLE XXXIV | SEVERABILITY AND SAVINGS 52 |
| ARTICLE XXXV | EXTENSION 53 |
| ARTICLE XXXVI | DURATION OF AGREEMENT 54 |
| ARTICLE XXXVII | SUCCESSOR'S CLAUSE 55 |
| EXHIBIT A | POLICE OFFICER SENIORITY LIST |
| EXHIBIT B | TRADING OF DAYS AGREEMENT |
| EXHIBIT C | DRUG TESTING POLICY |

AGREEMENT

THIS AGREEMENT made and entered into this 1 day of Sept. 1993, by and between THE CHARTER TOWNSHIP OF PLYMOUTH (hereinafter referred to as "Employer" or the "Township") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) (hereinafter referred to as the "Union") and shall remain in effect through December 31, 1995.

PURPOSE AND INTENT

WHEREAS, pursuant to the Provisions of Act 379 of the Public Acts of 1965, as amended, the Township and the Union have entered into negotiations relating to wages, hours and conditions of employment for members of the unit; and

WHEREAS, it is the desire of the parties to formalize, in writing, all of the understandings and agreements reached between them; and

WHEREAS, it is the desire of each of the parties to promote harmonious relations between them in order to best serve the interests of the community and to improve the services rendered by the Union and to provide an orderly and equitable means of resolving all future differences which may arise.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

RECOGNITION

1.1 Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other terms and conditions of employment for all full-time and part-time sworn police officers in the Plymouth Township Police Department, but excluding the Chief of Police, Deputy Chief of Police, Sergeants or Command Officers, and all other Township employees.

ARTICLE II

UNION RIGHTS

2.1 Employees 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, discriminations or reprisal.

2.2 A three-person Grievance Committee will be identified by the Union. One 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 Police Department. The Union shall notify the Township of the names and titles of their representatives within one (1) week after their appointments. No representative will be permitted to act as such until the Township is advised that the person has become a representative.

2.3 Newly hired full-time police officers will serve a probationary period of one (1) calendar year from their date of hire. Newly hired part-time police officers will serve a 2,080 hour at-will probationary period. Probationary employees work at the will of the Township and may be terminated with or without cause. Additionally, probationary employees will be represented by the Union for collective bargaining purposes but not for any discipline or discharge proceeding.

2.4 An officer of the Union, or his designated representative, shall be allowed time off to attend, without pay, the Police Officers Association of Michigan annual convention, subject to manpower requirements of the Township as determined by the Police Chief. Employees may use vacation days or personal days or trade days to attend these conventions.

2.5 The Union, in contract negotiations, may be represented by Union representatives, not to exceed three (3). In addition, in contract negotiations and grievance proceedings, the Union has the right to be represented by counsel and state Union representatives.

2.6 One (1) Union representative shall be allowed to participate in contract negotiations, without loss of pay, if it is during his scheduled work time. If an employee is not on duty during a negotiation session, he will not be paid.

2.7 The Union may, upon approval by the Police Chief, schedule meetings on Police Department premises, which on-duty and/or off-duty employees may attend, provided that there is no interruption in service and at least two officers are available to respond.

2.8 The Township shall make available to the Union one (1) copy of the agenda for each Township Board Meeting prior to the scheduled date of each meeting. The Township will make available, as soon as prepared, following each Township Board Meeting, one (1) copy of the official Minutes of each Township Board Meeting.

2.9 The Township shall provide a suitable bulletin board for the posting of Union notices or other material. Said boards shall be identified with the name of the Union and shall be at least three (3) feet by four (4) feet in size, and the Union may designate persons to be responsible therefor. Notices shall be restricted to the following types:

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections, appointments and results of Union elections pertaining to employees within the unit;
- C. Notices of Union meetings and educational classes;
- D. In no case shall political, obscene or defamatory printed or written matter be placed on any bulletin board.

2.10 No employee shall engage in political activities of any kind during his working hours.

ARTICLE III

AGENCY SHOP

3.1 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 IV. The Township, upon receipt of a written notice from the Union that any employee has not paid the required service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee re-instituted the payments of his service fee prior to the thirty (30) day period. Terminations shall be handled in accordance with Article IV.

ARTICLE IV

DUES CHECKOFF

4.1 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 employees 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 Township 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 employee 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 Township 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 Township in reliance upon such certified checkoff list of authorization or any actions taken pursuant to this Article. An employee may revoke his authorization for dues or service fee deduction upon sixty (60) days written notice to the Township.

4.2 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 employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee 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 employee will be made by the Union.

4.3 An employee 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.

4.4 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 employees. Deductions shall be made only in accordance with the provisions of

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

(a) The Township shall have no responsibility to collect or deduct for any dues or any other fees or sums deemed to be owed to the Union which occurred or accrued prior to the signing of this Collective Bargaining Agreement.

4.5 Employees 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.

4.6 The Union shall accept into membership each employee 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.

4.7 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.

4.8 Whenever the Union requests a payroll deduction of an agency fee and an employee 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 Township and the employee in question by the Union.

4.9 The Union will provide a lawful review and accounting procedure pursuant to this Article for an employee who is contesting dues.

ARTICLE V

MANAGEMENT RIGHTS

5.1 The Township Board, 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 Township Board 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, 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 and institute technological changes, 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 employees is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff or reduction of their 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.

D. To determine the number, location and type of facilities and installations;

E. To determine the size of the workforce;

F. To determine the number of ranks required and the number of persons to service in each rank;

G. To hire new employees, to assign and lay off employees so long as a layoff is done subject to this Collective Bargaining Agreement;

H. To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergency situations ;

I. To direct the workforce, to assign the type and location of work assignments and determine the number of employees assigned to operations;

J. To establish, change, combine or discontinue job classifications;

K. To determine lunch time, starting and quitting times, and the number of hours to be worked;

L. To establish work schedules, work standards and the methods, processes and procedures by which such work is to be performed;

M. To discipline, suspend and discharge employees, subject to this Collective Bargaining Agreement, and to discharge probationary employees without cause at the will of the administration.

N. To adopt revise and enforce reasonable Township and departmental rules and regulations and to carry out cost and general improvement programs. The Township shall be required only to notify the Union five (5) business days prior to amending and implementing Police Department rules, regulations, special orders and general orders;

O. To transfer, promote and demote employees from one classification or shift to another, subject to this agreement;

P. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work, subject to this agreement;

Q. To establish training requirements for purposes of maintaining or improving professional skills of employees 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 Township had prior to the

PLYMOUTH TOWNSHIP/POAM
EFFECTIVE 01/01/93 THROUGH 12/31/95
SIGNATURE DRAFT: 09/01/93

signing of this Collective Bargaining Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

ARTICLE VI

AGREEMENTS AND ORGANIZATIONS

6.1 The Township shall not enter into any agreement with any other labor organization which in any way conflicts with the provisions of this Collective Bargaining Agreement nor with any members of the Union, individually or collectively, in regard to any grievance. Although employees may belong to other organizations, it shall not be required, as a condition of employment with the Township, nor may any other organization represent any employee or the Union with respect to any of the agreements contained herein.

ARTICLE VII

WAGES AND OTHER BENEFITS

7.1 Each full-time employee's wages shall be determined by the Employer using the wage progression schedule set forth in Paragraph 7.2 of this Article.

7.2

| | 01/01/93 through 12/31/93 | 01/01/94 through 12/31/94 | 01/01/95 through 12/31/95 |
|------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Start | \$22,225.90 | \$23,114.93 | \$24,270.68 |
| After 1 Year Full-Time Officer | \$25,735.25 | \$26,764.66 | \$28,102.89 |
| After 2 Years Full-Time Officer | \$28,074.81 | \$29,197.81 | \$30,657.70 |
| After 3 Years Full-Time Officer | \$33,338.84 | \$34,672.40 | \$36,406.02 |
| After 4 Years Full-Time Officer | \$37,634.28 | \$39,139.60 | \$41,096.64 |

All wages of full-time police officers shall be adjusted upon signing of the contract, based on the actual years of service as a Plymouth Township full-time police officer pursuant to the seniority list attached to this Agreement. (See Exhibit "A").

7.3 Salaries for Part-Time Officers shall be as follows:

| | 01/01/93 through 12/31/93 | 01/01/94 through 12/31/94 | 01/01/95 through 12/31/95 |
|---|---------------------------------|---------------------------------|---------------------------------|
| Start | \$ 8.78 | \$ 9.13 | \$ 9.58 |
| After 2,080 Hours Part-Time Officer | \$ 9.95 | \$10.25 | \$10.87 |
| After 4,160 Hours Part-Time Officer | \$10.82 | \$11.25 | \$11.81 |
| After 6,240 Hours Part-Time Officer | \$11.70 | \$12.17 | \$12.78 |
| After 8,320 Hours Part-Time Officer | \$12.59 | \$13.09 | \$13.74 |
| After 10,400 Hours Part-Time Officer | \$13.45 | \$13.99 | \$14.69 |

7.4 Wages for full-time and part-time officers as of the date this contract is signed shall be retroactive to January 1, 1993. Retroactivity is for all hours compensated (but not for other employment benefits unless specifically addressed in this Agreement).

7.5 Police officers will attend EMT training, if requested by the Township and become certified. Employees will be paid while attending such training.

7.6 The Township may start a new full-time employee at a rate higher than the start rate, but not as high as the maximum level (4 years for full-time) rate of pay, based upon the employee's qualifications and prior work experience. The employee will still be subject to the probationary guidelines contained in this contract for new hires.

ARTICLE VIII

STEP-UP PAY & LONGEVITY

8.1 Whenever a Plymouth Township police officer is specifically requested in writing by the Township Police Chief to perform the work of another formal higher paying rank or classification and he/she performs the work in the higher classification for one hour or more in any shift, he/she will be compensated at the higher rate for time worked in the higher classification.

8.2 The Employer agrees to grant the following Longevity Pay:

(a) Upon completion of three (3) years continuous service, employees will be paid One Hundred Fifty and NO/100 (\$150.00) Dollars.

(b) An additional Fifty and NO/100 (\$50.00) Dollars per year will be paid to eligible employees for each additional year of service (beyond three (3) years) to a maximum of Five Hundred and NO/100 (\$500.00) Dollars.

(c) Longevity payments will be made the last pay period of November of each year. An employee must be on the payroll of the Employer on the day when the longevity payment is made in order to receive said payment.

ARTICLE IX

OVERTIME

9.1 All full-time employees shall be paid overtime at the rate of one-and-one-half (1½) times their hourly wage rate for all hours worked in excess of eight (8) hours per day. However, should the Township utilize a twelve (12) hour day work shift, employees who work a twelve (12) hour shift shall receive one-and-one-half (1½) times their hourly rate of pay for all hours worked in excess of twelve (12) hours per day. (See Letter of Understanding).

9.2 All overtime taken by bargaining unit members will be placed on the equalization chart to determine the calling order. All overtime will be distributed equally among full-time members and those who have successfully completed the Field Training Officers Program. Newly hired full-time officers will be placed on the overtime list with the number of hours of the officers at the top of the list. Any officers refusing overtime will be charged with the number of hours refused.

9.3 For unscheduled overtime, the Chief, or his designee, may decide to utilize the oncoming or off-going shift to fill a vacancy. Except when need for overtime is known four hours in advance, then the equalization chart defined in paragraph 9.2 will be utilized.

9.4 If all members of the bargaining unit refuse the overtime, the least senior officer(s) can be ordered in to fill the vacancy(ies), or the work may be performed by non-bargaining unit members (Police Command Officers).

9.5 Scheduled overtime will be posted at least twenty-four (24) hours in advance. Overtime will be scheduled only when the full-time and part-time officers cannot meet the needs of the Township.

9.6 **Compensatory Time.** A police officer may accumulate up to forty (40) hours of compensatory time. Any amount in excess of the forty (40) hour compensatory time maximum shall be paid to the employee at the hourly rate in effect at the time the work was performed. Compensatory time can be used by the officer subject to the operational needs and requirements of the Police Department.

ARTICLE X

OVERTIME SCHEDULING

10.1 All scheduled overtime (overtime built into the formal schedule or known 24 hours in advance, as opposed to overtime needs that arise on a daily basis) will be scheduled at least twenty-four (24) hours in advance.

10.2 Full-time officers may be called into service on an unscheduled basis. Officers called into unscheduled duty will be paid for a minimum of two (2) hours at their overtime rate.

10.3 An officer will receive compensation for unscheduled overtime commencing at the time he or she reports for duty. In the event that an officer is called to perform unscheduled overtime and ordered to report directly to the scene of an incident, then the officer will receive compensation from the time he or she receives the call ordering him or her to report.

ARTICLE XI

PROMOTIONS

11.1 Non-probationary part-time employees shall be considered for promotion to management-declared openings for full-time patrol officers. The most senior (non-probationary) part-time officer desiring full-time employment shall be given the full-time position.

11.2 Sergeant. All full-time, non-probationary officers who have successfully completed three (3) years of service are eligible to compete for the position of Sergeant.

11.3 Candidates must attend an assessment process approved by the Township and paid for by the Township. The assessment process will contain testing, assessment exercises, and interviews. The assessment process will utilize interviewers and assessors internal to and external to the Plymouth Township Police Department and the Plymouth Township administration. If requested, a Union official representative may attend the assessment process as an observer.

11.4 Candidates must pass a physical examination, including drug testing and a psychological examination.

11.5 The successful candidate with the highest assessment center ranking will be placed as a probationary Sergeant if a vacancy/opening exists; otherwise, the successful candidate(s) will be placed on the eligibility list for a period of one (1) year in order of assessment center ranking.

11.6 Outside candidates will only be hired as Sergeants if no qualified internal candidates exist.

11.7 The probationary period for a newly appointed Sergeant shall be one (1) year. Unsuccessful performance shall mean the officer will be returned to their previous status unless the officer commits misconduct which would lead to termination regardless of status or rank.

11.8 Sergeants shall be outside this bargaining unit, but shall maintain seniority earned while in the unit if the officer is returned to the unit.

11.9 The positions of Deputy Chief and Chief shall be filled by the Township, as the Township sees fit.

ARTICLE XII

HOURS OF EMPLOYMENT/EIGHT HOUR SHIFT

12.1 The work period for full-time police officers shall be 28 consecutive days. Eight-hour shifts will be utilized by the Township. [It is understood that the Township and the Union have agreed to utilize a twelve hour (12) shift work schedule on a trial basis. (See Letter of Understanding).]

12.2 The hourly wage for a full-time employee, for all purposes of this Collective Bargaining Agreement, shall be determined by dividing the annual salary figures contained on Page 13 by 2,080 hours (40 hours/week x 52 weeks/year).

12.3 The hourly wage of part-time police officers is as shown in the salary schedule of this Collective Bargaining Agreement.

12.4 The work hours for part-time employees is variable, based on the needs of the Township and the employee. The number of work hours shall be at the discretion of the Township.

12.5 Work Assignments and Leave Days for Full-Time Officers. The Department work schedule shall be posted thirty (30) days in advance of the beginning of the scheduled period.

12.6 Lunch Periods. All employees who work a shift of four (4) hours or more shall be permitted necessary time for lunch, not to exceed thirty (30) minutes, and it shall be part of the work day, subject to the Police Department's ability to call them back to duty.

ARTICLE XIII

HOLIDAYS

13.1 The following calendar days, or calendar day customarily celebrated in lieu thereof, shall be holidays for the purpose of this Collective Bargaining Agreement. This provision is effective from the date of the signing of this Agreement forward.

13.2

| | |
|---------------------|-------------------------------|
| New Year's Day | Veteran's Day (November 11th) |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| Employee's Birthday | New Year's Eve |
| | Good Friday (½ day) |

13.3 Holiday pay will be paid at the rate of one eight (8) hour day's pay (8 hours at the officers regular hourly rate) for each holiday (12.5 x 1 day's pay). Holiday pay will be paid to an employee regardless of whether s/he works the holiday or not. If an employee works a holiday, s/he will only receive regular pay in addition to this holiday allowance, which will be paid in one lump sum by the last week of November. For those employees who are hired or who are terminated during a calendar year, the number of holidays paid will be pro-rated based on the number of holidays falling within the period that the employee worked.

13.4 Part-time employees shall be compensated only for holidays actually worked at a rate of two times their rate for actual hours worked.

ARTICLE XIV

VACATION

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

14.2 Vacation length is determined by continuous service with the Plymouth Township Police Department as a full-time police officer and shall be pro-rated from the date of the police officer's hire.

14.3 Method of earning:

- (a) Date of hire 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).

14.4 Credit will be earned for only those months in which an employee works at least eighteen (18) eight (8) hour days [twelve (12) hour days during the time a twelve (12) hour shift is in effect]. 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 compensation compensable injury or approved sick leave, approved personal days, bereavement and court time will be considered time worked, provided the employee works three (3) months during the calendar year in which credit is earned.

14.5 New employees shall not be permitted to take a vacation until they complete six (6) months of service.

14.6 A full-time employee who is on a disability absence for a complete calendar year and who returns to work in the year following a year of disability absence, shall be entitled to the number of days of vacation time he earned in the year immediately prior to his disability, provided he has not used or received pay for such vacation.

14.7 Each employee shall select their vacation period independently of the others by seniority. No more than two (2) officers can be on vacation at the same time, except with the approval of management.

14.8 Vacation periods shall be bid by employees by seniority. This will be accomplished as follows: Bids for vacation periods shall be submitted prior to January 31st of each year; bidding will be for a minimum of five (5) consecutive days or more at a time, after each member has made his first selection, then the bidding will start at the top again and continue down the seniority list. This bidding will continue until all employees have bid their respective amounts of vacation time. The maximum to be scheduled at any one time is at the discretion of management. If police officers are unable to use their vacation time during the year due to the actions of management, employees may carry over up to ten (10) days vacation for up to six (6) months beyond December 31st of each calendar year. If police officers do not take their scheduled vacation, then any vacation not taken by December 31st of each calendar year will be paid for by the Township at the then prevailing rate based on eight (8) hours per vacation day.

14.9 Short-term vacation periods. Up to seven (7) vacation days can be taken in less than five (5) day increments. Selection of short-term vacations shall be made after all employees have had an opportunity to make their long-term five (5) consecutive days or more vacation selections (see paragraph 14.8 above). Selection of short-term vacations shall be on a first-come, first-serve basis.

14.10 Vacation carry over. (a) Police officers may, at the discretion of the Chief of Police, carry up to ten (10) days of vacation for up to six (6) months beyond December 31st of each calendar year. If the officers do not use their vacation within

the six (6) month carry over time period, their vacation time will be forfeited. If the officer separates from employment during the carry over time period, the vacation time will be paid to the employee at the pay rate in effect at the time the vacation time was earned.

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

ARTICLE XV

PERSONAL BUSINESS DAYS

15.1 A full-time employee may utilize two (2) days [sixteen (16) hours] during eight (8) hour shifts; eighteen (18) hours during twelve (12) hour shifts] during the calendar year for personal business reasons with forty-eight (48) hours notice, or less with approval of the Chief of Police. Personal days are not earned and not paid for if an employee leaves employment or becomes a part-time employee.

15.2 Personal business days may not be used the day prior to or the day after a paid holiday or in conjunction with a vacation.

15.3 Personal business days may be used in increments of not less than one-half day [i.e., in increments of four (4) hours during eight (8) hour shifts; six (6) hours during twelve (12) hour shifts].

15.4 Personal business days are not charged against sick leave or annual leave, are not accumulated from one year to the next, and if not used, are lost.

15.5 Personal business days are available after completion of a new employee's probationary period.

ARTICLE XVI

SENIORITY

16.1 Full-time police officers may acquire seniority from date of hire, which will be granted upon completion of probation and, if hired as a full-time employee, the police officer's seniority will date back to this date of hire into the department. When the police officer acquires seniority, his name shall be placed on the seniority list in the order of his seniority date.

16.2 Part-time police officers shall earn seniority based on the number of hours worked. Two thousand eighty (2,080) hours equals one year of seniority. Forty (40) hours equals one week of seniority.

16.3 An up-to-date seniority list shall be furnished to the Union every six (6) months and shall initially conform to the list attached hereto as Exhibit A.

16.4 An employee shall lose his seniority for the following reasons:

- A. If the employee resigns or retires;
- B. If the employee is discharged and not reinstated;
- C. If the employee 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 employee does not return to work at the end of an approved leave without a reasonable and valid excuse;
- E. If the employee does not return to work within seven (7) calendar days following recall from a layoff.

16.5 A part-time employee who moves to a full-time position will be granted a new seniority date based on the hours worked as a part-time officer for purposes of determining the length of the vacation period only.

A. Part-time officers, for purposes of pay level, will be placed on the pay scale based on actual hours worked (2,080 equalling one year of seniority) up to three (3) years maximum.

B. For all other purposes, the seniority date of commencement of full-time employment will prevail.

ARTICLE XVII

SICK LEAVE

17.1 All full-time employees on the payroll the first day of the month shall earn one (1) day sick time leave per month. All unused sick hours shall remain in a sick time accumulation bank. If an employee is off due to illness or injury, he shall have any available sick days deducted from his sick time accumulation bank for all time missed due to illness or injury.

17.2 All days over sixty (60) days on January 1st of each year shall be paid off in accordance with the following formula:

- A. One-half (1/2) of each excess sick day will be paid for at the daily rate, as of December 31st of the preceding year.
- B. The other one-half (1/2) of each excess sick day will be credited to the individual employee's Sick Leave Supplemental Bank (See paragraph 17.7 below).

17.3 Sick leave time is an authorized absence for an employee's injury or illness with the following exceptions:

- A. No employee shall be charged with a sick day if the absence of a work day is due to injury sustained on or in the line of duty or the performance of his job as specified in Paragraph 18.2(3) of this Agreement.
- B. No employee shall be charged with a sick day if absence of a work day is due to a death in the family as outlined in Article XX.

17.4 When more than two (2) consecutive sick leave days are taken, a doctor's slip is required prior to the starting time of the next duty day back to work.

17.5 Improper use of sick leave shall result in disciplinary action.

17.6 Upon termination of employment, employees shall be paid at the rate of 100% of their then prevailing daily rate for all days in their sick time accumulation banks on the date of termination up to sixty (60) days maximum.

17.7 Sick Leave Supplemental Bank effective January 1, 1993. In addition to the sick leave accumulation covered in this Article, all employees on the payroll the first day of each month shall earn an additional eight (8) hours per month which shall remain in a supplemental sick leave bank.

1. The supplemental sick bank is to be used only if:
 - a) The employee has exhausted all of his or her regular sick time accumulation bank hours; and
 - b) The employee suffers an illness or injury and has no other benefit (paid time) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits [i.e., the current sixty (60) calendar day long-term disability benefit elimination period]. Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick time benefits; nor may an employee supplement LTD coverage through the use of these benefits.

2. The supplemental sick bank is in the nature of a supplemental short-term disability benefit and is to be utilized only for illness or injury. Therefore, the supplemental sick bank has no cash value either at the end of the year, or at termination, or retirement.

3. Maximum accumulation is FOUR HUNDRED FIFTY-SIX (456) hours of supplemental sick leave for supplemental hours earned on a monthly basis. (Hours put into the Supplemental Sick Leave Bank, as a result of the annual excess sick leave buy back program (paragraph 17.2(b)), shall be maintained in a separate account and shall not have a maximum accumulation limitation.)

4. This benefit is not transferrable.

ARTICLE XVIII

DISABILITY PROGRAM

18.1 The Township shall provide the Long-Term Disability Benefit program, existing as of December 15, 1989 and provided for in Policy No. C-0214 (as amended April 1, 1992, L-0053), or equivalent.

18.2 On-the-job injuries shall be compensated pursuant to the laws of the State of Michigan. Township procedures regarding notice of injuries will be followed.

A. Notification. Current Township policies will be followed in processing on-the-job injuries. Members of the bargaining unit of the Charter Township of Plymouth Police Department, suffering an injury or illness arising out of and in the course of his/her employment with the Township, shall immediately notify the officer in charge of the injury or illness. This officer shall notify the Police Chief or the Township Supervisor of the employee's injury or illness as soon as reasonably possible.

B. Eligibility. An employee shall receive pay and benefits, as set forth below, if it is determined that his injury is compensable based on the standard of compensability under the Worker's Compensation Act. A determination of compensability shall be made as soon as possible and shall be according to the recommendation of the employee's personal physician and the Township's designated physician. In the event that the aforementioned physicians disagree, a third opinion shall be obtained from a person mutually designated by the parties. [mutually designated by the aforementioned physicians]* The cost of the third opinion shall be borne jointly by both parties.

C. Pay and Benefits. The Township shall pay to an employee suffering a compensable on-the-job illness or injury the following pay and benefits for a period no longer than one year following the illness or injury:

(1) Full-time employees shall not incur personally any hospital, medical or surgical expense due to a recognized injury.

(2) All employees shall be compensated at the same rate as his base wage rate, for a period of up to one year from the date of the illness or injury. In the event that the employee becomes entitled to Worker's Compensation benefits, the Township shall be entitled to recoup the wage payments under this Section, except for that portion of the employee's basic wage not covered by Worker's Compensation.

(3) For full-time employees, the Township shall pay for one year from the date of injury all insurance benefits under this Agreement, including but not limited to health, life, medical, optical and dental insurance, and the Township's share of retirement contributions, except for pro-rata type benefits, such as sick time accumulation and sick leave earnings. Vacation accumulation shall be calculated pursuant to Article 14.3. At the end of one year, the Township shall offer the employee the right to pay premiums for health insurance as mandated by federal law regarding extended health care coverage. No full-time employee shall suffer a reduction in sick days for work time missed due to on-the-job injury or illness so long as the employee qualifies for worker's compensation.

(4) It is hereby intended that no employee shall receive more than his/her regular basic wage rate by reason of the provisions of this section.

(a) In the event an injured employee becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits will be coordinated and the Township's obligation to supplement wage loss benefits under this section will be limited to bringing the employee to his/her regular basic wage rate.

(b) The Township will be subrogated to all of the employee's rights of recovery against any person or organization to the extent of any wages or benefits which the Township becomes liable to pay under this section.

18.3 Restricted Duty for On-The-Job Injury:

(a) The Township may take all appropriate action to insure that no person, organization or entity shall discriminate against any Police Department applicant or employee on the basis of race, color, religion, national origin, age, sex, marital status, height, weight or handicap/disability.

(b) Employees who have been off-duty on injury-on-the-job leave and have recovered sufficiently to be able to return either to full duty or restricted duty within the Township, will be so certified at the time they reach this status physically.

(c) It will be the determination of the Township as to what type of restricted duty the employee is assigned.

(d) When an employee has been off duty for ninety (90) days or more for injury-on-the-job leave, that employee will be examined with a view toward physical and vocational rehabilitation, as well as to his present employment capability.

(e) Upon completion of the evaluation, either by the Township physician, by consultants and/or by the physical and/or mental rehabilitation services as indicated by the Township physician, the Police Chief will inform the Clerk's offices, and the Township Supervisor, of the proposal for action concerning the employee's physical and rehabilitation status. [The employee has the right to obtain an evaluation from his personal physician. In the event there is a difference of opinion between the Township's physician and the employee's physician, a third opinion shall be obtained from a person mutually designated by the parties.] This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with the job specification, but his capability of performing any duty with the Township. If he is found able to perform some service for the Township, then his case will be referred to the Human Resource Director for placement in a position with the Township within his capabilities.

(f) Wages and benefits paid to an employee placed pursuant to this provision will be the wages and benefits normally incident to the job in which the employee is placed.

ARTICLE XIX

INSURANCE

19.1 Effective October 1, 1993, the Township shall maintain:

(a) BC/BS MVF-1 health insurance with a \$3.00 prescription co-pay and major medical riders, or comparable coverage subject to paragraph 19.2(b); or

(b) Health Maintenance Organization insurance [subject to the terms of Paragraph 19.2(b) below];

and

(c) The Township will maintain the current or comparable dental and optical insurance for police officers, covering:

- 100% of diagnostic, preventative emergency palliative and radiographs;
- 75% of oral surgery restorative, periodontics and endodontics;
- 50% of prosthetic appliances and major restorations;
- Maximum \$600 per person, per contract year, applies.

(d) Independent Dental Plan #7001 which provides for coverage of diagnostic procedures at 100%, preventative procedures at 100% oral surgery and endodontics at 90%, restorative procedures at 85%, periodontics at 80%, space maintainers, crowns-inlays, bridges, and dentures at 75%. The annual maximum is \$1,200.00. The orthodontic co-pay is \$1,350.00.

(e) Optical insurance through Vision Service Plan or comparable coverage to include:

Examination: Once every 24 months, 100% with participating doctor.

Lenses: Once every 24 months, benefits will be at a level in accordance with the benefits provided in the current Vision Service Plan.

Frames: Once every 24 months, benefits will be at a level in accordance with the benefits provided in the current Vision Service Plan.

19.2 If an employee selects HMO coverage, he or she will be subject to the following:

(a) Effective 10/01/93, prescription co-pays to be \$5.00 for generic drugs and \$10.00 for legend drugs; office visit co-pay to be \$5.00.

(b) Health Insurance Premium Sharing as follows:

During any rating year in which the premium for the insurance plan selected by the employee increases by greater than ten (10%) percent over the previous year's premium, the employee shall pay fifty (50%) percent of the amount of the premium increase in excess of ten (10%) percent by means of a payroll deduction. [For example, if the premium increases fourteen (14%) percent over the previous year's premium in a given rating year, the employee shall pay two (2%) percent of the premium increase if he/she maintains that program. If the premium increases nine (9%) percent in the following rating year, the employee shall pay no premium to maintain the program). The maximum that an employee shall have to pay towards the premium in any year shall be one (1%) percent of the amount of his/her annual base salary as of January 1st of that year.

19.3 With concurrence from the health care providers, the Township will provide semi-annual open enrollment during the first year that the options contained in Paragraph 19.1 and 19.2 are in effect. Thereafter, enrollment will be on an annual basis. The Township will provide the bargaining unit, in advance of open enrollment periods, up-to-date information concerning projected premium increases, at the time other Township employees are notified of the same.

19.4 The Township agrees to study, and if practicable, adopt a program which will allow for employee premium co-payments to be made on a pre-tax basis.

19.5 The Union agrees to officer participation in a Township sponsored cafeteria benefits plan, should one become available, on or after July 1, 1993.

19.6 The Township will continue to maintain the term life insurance program with a double indemnity provision, at 1.5 x annual base salary rounded to the nearest \$5,000.00 to a maximum of \$50,000.00 with a reduction of:

- (a) 35% at age 65;
- (b) 50% after age 70; and
- (c) 65% after age 75.

Part-time officers shall receive \$15,000.00 of term life insurance.

19.7 The Township will provide long-term disability insurance with a sixty (60) day elimination period at a 66 2/3% benefit level.

19.8 The Township will continue to provide liability insurance through Michigan Municipal Risk Management Authority or from a comparable provider at a comparable cost.

19.9 Effective July 1, 1993, a 90-day waiting period for insurance benefits will apply to all new hires.

19.10 The Township will provide retirees who leave the Police Department after twenty-five (25) years of service, and their spouses, with health insurance comparable to that provided full-time employees, including dental, optical and prescription drug riders, provided that benefits are coordinated with Medicare, Medicaid, and other benefits provided by subsequent employers or spousal employers. Upon retirement and eligibility, Medicare, shall be the primary insurer. The Township will also provide term life insurance for retirees in an amount not less than \$2,000.00. A spouse who is divorced from a retiree, or who re-marries after a retiree's death, shall only be eligible for those benefits which the spouse would be permitted to obtain, by providing the Township with the premium, under Federal laws regarding extended health care coverage.

ARTICLE XX

BEREAVEMENT LEAVE

20.1 In the event of a death in the police officer's immediate family, that is, his/her spouse, child, those with whom he/she is in the position of loco parentis, parents, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents, the employee shall be excused, without loss of basic salary and fringe benefits, for a period of three (3) consecutive days commencing on a day and time chosen by the employee, provided that one (1) of the days of this period is the date of the service of said deceased.

20.2 Part-time employees will be given at least three (3) days off without pay pursuant to this Article.

ARTICLE XXI

JURY DUTY

21.1 All fees paid to the employee for a duty day will be turned over the Township.

21.2 The Township will pay a full-time employee for days served on the jury on all of the regularly scheduled work days. An employee serving a full day of jury duty will not have to work their scheduled shift.

21.3 The employee will report back to complete the shift on which he was working after serving on the jury unless he must report back to the Court on the following day. In either circumstance, the employee will notify the officer in charge as to his disposition.

ARTICLE XXII

UNIFORMS

22.1 The Employer will furnish and clean uniform items. Uniform items will be furnished in accordance with Special Order No. 5.

22.2 The Employee must turn in all uniform items furnished upon termination or separation prior to issuance of final paycheck.

ARTICLE XXIII

PHYSICAL EXAMINATION

23.1 The Township shall have the right, at its expense, to schedule and conduct a physical examination no more than once a year for full-time and part-time police officers. The examination will include but not be limited to chest x-rays, electrocardiograms and any other lawful tests.

23.2 The physical examination will be to assure that the police officer is able to perform the duties as described.

23.3 The Township shall have the right to conduct drug testing of members of the Police Department. Such testing shall be conducted in accordance with the program outlined in the Letter of Understanding appended to this Agreement.

23.4 The Township shall have the right to establish a mandatory physical fitness program/test. In the event the Township establishes such a program, the Township will pay an annual physical fitness allowance of \$250.00 to each bargaining unit employee who successfully passes the physical fitness test.

ARTICLE XXIV

PENSION

24.1 The Township shall maintain the existing Michigan Township Association Pension Plan or comparable plan for all full-time, sworn Police Officers of the Police Department.

24.2 Full-time, sworn Police Officers become participants under the Pension Plan on the date of hire.

24.3 The Township shall contribute the following amounts each year to the defined contribution pension plan with Manufacturers Life Insurance Company: fifteen (15%) percent of the employee's base salary.

24.4 The employee may contribute up to ten (10%) percent of the employee's base salary each year to the pension plan on a voluntary basis (subject to the provisions of the pension plan, each employee may elect on an annual basis not to make the five (5%) percent required employee contribution).

24.5 Vesting Schedule:

1. For bargaining unit employees hired before April 1, 1993, the following schedule shall apply:

- a. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).
- b. Employer/Township contributions to the pension program: Employee will be fully vested after they complete 20 months of employment for all employer pension contributions (100% vested after 20 months).

2. For bargaining unit employees hired after April 1, 1993, the following schedule shall apply:

- a. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

b. Employer/Township Contributions:

- 20% vested after completion of 1 year of employment
- 40% vested after completion of 2 years of employment
- 60% vested after completion of 3 years of employment
- 80% vested after completion of 4 years of employment
- 100% vested after completion of 5 years of employment

ARTICLE XXV

MILEAGE

25.1 When an officer is required to use his/her personal automobile for police department business, other than driving to and from work, reimbursement will be made pursuant to the general reimbursement policy for Township employees.

ARTICLE XXVI

PERSONAL EFFECTS

26.1 The Township will reimburse officers for damage to glasses, briefcases or other reasonable personal effects, shown to be damaged in the course of duty, at the sole determination of the Police Chief.

ARTICLE XXVII

COURT TIME

27.1 All court time for which an officer attends while off duty must be approved in writing prior to the court time by the Chief of Police. A minimum of two (2) hours will be paid for court time. Officers must attend court when required and approved.

ARTICLE XXVIII

GRIEVANCE AND ARBITRATION

28.1 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 Agreement, it shall be submitted to the following Grievance Procedure.

28.2 A grievance shall be processed on the attached form.

28.3 Prior to filing a formal grievance, the employee or his chosen representative shall attempt to settle the grievance at the department level. 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 employee, must be filed within fifteen (15) business days of the occurrence out of which the grievance arises, or fifteen (15) days of when the party should have had reasonable notice of the occurrence, or it will be forever time barred. If attempts to settle the grievance informally have failed at the department level, formal proceeding shall consist of the following:

28.4 Step No. 1 - Submitting the grievance on the Grievance Form to the Chief who shall have five (5) business days to render a decision.

28.5 Step No. 2 - In the event that the decision rendered in Step No. 1 is not satisfactory to the Union, the Union, on behalf of the employee, shall submit an appeal within five (5) business days of the decision in Step No. 1 to the Township Supervisor. The Township Supervisor shall then render a decision within ten (10) business days after receiving the appeal.

28.6 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.

28.7 The Township shall not be required to pay any back wages prior to the date a written grievance is filed, provided that in the case of alleged shortages in pay or other allowances provided in this Collective Bargaining Agreement the applicable period will be one (1) calendar year from the date the written grievance is filed. In cases of suspension without pay or discharge, the date of suspension or discharge shall be operative for back pay awards.

A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned. If an employee has a second job prior to discharge or suspension, the amount that the employee customarily earned prior to discharge or suspension shall not be offset.

B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance unless such grievance has been designated as a representative grievance.

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

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

28.10 In no event shall an individual be permitted to invoke arbitration under the Agreement; only the union and management may invoke arbitration.

28.11 In the event that the grievance is not settled in accordance with Section 28.5, the Union may invoke arbitration by filing a demand with the Federal Mediation and Conciliation Service or American Arbitration Association (AAA) and the Township Supervisor. 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 28.5 of the Grievance Procedure or it is forever time barred. Each party shall pay its own cost of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator and his travel expenses of arbitration shall be borne equally by the parties.

28.12 The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section 28.1 of this Article. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue provided that the Arbitrator may hear the case upon the merits before rendering a decision on arbitrability. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

28.13 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.

28.14 The Arbitrator's powers shall be limited to deciding whether the Township 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.

28.15 There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Township.

ARTICLE XXIX

PROFESSIONAL QUALIFICATIONS

29.1 The Township and the Union agree that it is in the public interest for the police officers to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Township may, in its sole discretion, select any training program, session or meeting which it finds suitable. When so directed by the Township, employees shall participate in all training programs, sessions or meetings selected by the Township.

ARTICLE XXX

LAYOFF

30.1 All layoffs shall be by seniority in the following order:

- (1) All probationary employees first;
- (2) All part-time officers;
- (3) Full-time officers.

30.2 Community Service Officers shall not perform traditional police work such as road patrol and crowd control when there are police officers on lay off. Community Service Officers can only be utilized for training related activities or emergency situations, (i.e. unexpected natural disasters such as a tornado; lack of manpower is not an emergency situation) if a full-time bargaining unit employee is on lay off. All other activities of the Community Service Officers shall be terminated when there are laid off police officers.

30.3 Laid off officers will be recalled in reverse order of lay off.

ARTICLE XXXI

SHIFT ASSIGNMENT

31.1 Probationary employees cannot select shifts and are assigned to shifts at the sole discretion of management.

31.2 Full-time, non-probationary officers will be allowed to choose the shift of their choice by seniority for three (3) consecutive four-month periods. On the 4th four-month period, management shall have the right to assign shifts in its sole discretion.

31.3 Management shall only move employees from their chosen shift to assure that manpower and skills (i.e. time on the job and/or training) are balanced among the shifts to perform the needed duties and cover the needed services.

31.4 Management also has the right to move employees for disciplinary action.

31.5 Whenever two or more police officers have the same seniority date, preferences will be decided by lot and this determination will be utilized where necessary in any provision of this Agreement and this determination shall be final.

ARTICLE XXXII

TRADING OF DAYS

32.1 Trading of days may be allowed for full-time officers only, subject to the approval of the Chief of Police. The Chief of Police has discretion to refuse days only if a trade affects needed skills and coverage.

- (1) The Chief of Police will be notified at least twenty-four (24) hours prior to the trade.
- (2) The officer making the trade will be responsible for the shift coverage in the event the trading officer fails to show for any reason. The officer making the trade will be charged with the absence and shall not be approved to trade days in the future.
- (3) The Township shall pay no additional overtime as a result of the trade.
- (4) The Trading of Days form is attached hereto as Exhibit B.
- (5) Officers are required to keep track of their own trade time and officers, not the Township, are responsible to repay time and to see that time is repaid.

ARTICLE XXXIII

NO-STRIKE CLAUSE

33.1 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.

33.2 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 employees that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article and such action shall not be subject to the Grievance Procedure or arbitration provision of this Collective Bargaining Agreement. In addition, the Township shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Collective Bargaining Agreement by notice, in writing to the Union, in addition to any other remedies it may have.

33.3 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 XXXIV

SEVERABILITY AND SAVINGS

34.1 This Collective Bargaining Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Township, the Union and the employees in the bargaining unit, and in the event that any provision of this Collective Bargaining Agreement shall at any time be held to be contrary to the laws of this State by a court of competent jurisdiction from whose final judgment or decrees no appeal has been taken with the time provided therefore, such provisions shall be void and inoperative. However, all other provisions of this Collective Bargaining Agreement shall, insofar as possible, continue in full force and effect.

34.2 All applicable departmental rules, regulations, directions, general orders, or special orders, including any amendments thereto, shall apply to all police officers, 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 XXXV

EXTENSION

35.1 In the event that negotiations for any modifications or termination extend beyond the termination date of this Collective Bargaining Agreement, the terms and conditions of this Collective Bargaining Agreement shall remain in full force and effect pending a new Collective Bargaining Agreement between the parties.

ARTICLE XXXVI

DURATION OF AGREEMENT

36.1 The provisions of this Collective Bargaining Agreement shall be effective from the date of signing, unless specifically dated in this Collective Bargaining Agreement, and shall continue and remain in full force and effect to and including December 31, 1995 and thereafter for successive periods of one (1) year unless either party shall, at least ninety (90) days prior to the expiration of the Agreement, serve written notice on the other party of a desire to terminate, modify, alter, amend, re-negotiate or change, or any combination thereof, shall have the effect of terminating the entire Collective Bargaining Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

ARTICLE XXXVII

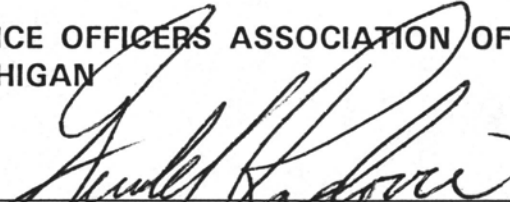
SUCCESSOR'S CLAUSE

37.1 This Collective Bargaining Agreement shall be binding upon the successors and assigns of the parties hereto until the expiration of this Collective Bargaining Agreement, unless otherwise extended by mutual agreement of the parties.

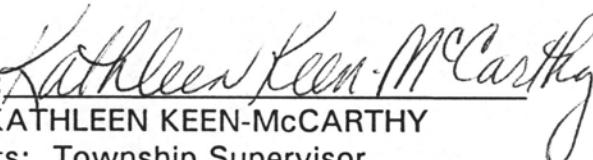
IN WITNESS WHEREOF, the Union and the Township have caused this Collective Bargaining Agreement to be executed in their names by their duly authorized representatives this 9 day of Sept, 1993.

The parties agree that the Collective Bargaining Agreement between The Charter Township of Plymouth and the Police Officers Association of Michigan, effective January 1, 1993 to December 31, 1995, shall remain in full force and effect through December 31, 1995.

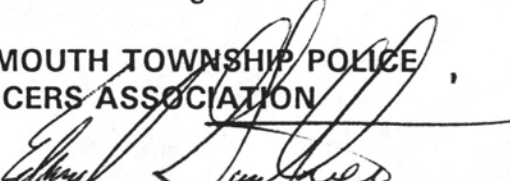
POLICE OFFICERS ASSOCIATION OF MICHIGAN

BY: 
GERALD RADOVIC
Its: Business Agent

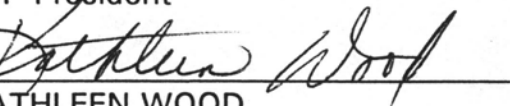
CHARTER TOWNSHIP OF PLYMOUTH

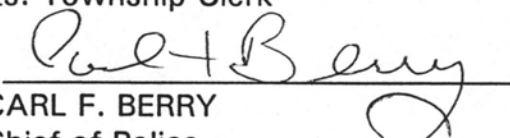
BY: 
KATHLEEN KEEN-McCARTHY
Its: Township Supervisor


PLYMOUTH TOWNSHIP POLICE OFFICERS ASSOCIATION


BY: 
EDWARD GAUTHIER
Its: President

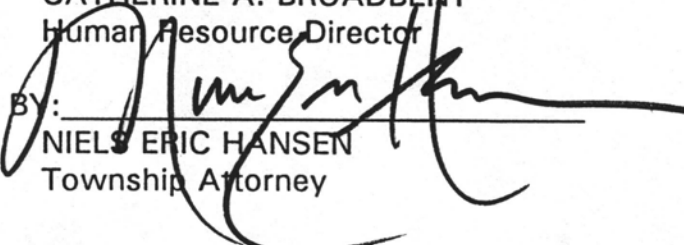
BY: 
MARILYN MASSENGILL
Its: Township Clerk

BY: 
KATHLEEN WOOD
P.O.A.M. Bargaining Committee Representative

BY: 
CARL F. BERRY
Chief of Police

BY: 
STEVEN MANN
P.O.A.M. Bargaining Committee Representative

BY: 
CATHERINE A. BROADBENT
Human Resource Director

BY: 
NIELS ERIC HANSEN
Township Attorney

CHARTER TOWNSHIP OF PLYMOUTH

Active Police Officer Seniority Roster

EXHIBIT A

August 11, 1993

Name
Seniority Date
Anniversary Date
Part-time Hire Date
Probationary Period
MLEOTC Certificate
Academy

(1)

Name: Senkbeil, Jamie
Seniority Date: 06/17/85
Anniversary Date: 06/17/85
Probationary Period: 06/17/85 - 06/17/86
MLEOTC Certificate: 05/18/85
Academy: Ferris State College, Big Rapids, MI

(2)

Name: Mayernik, Erik
Seniority Date: 10/19/85
Anniversary Date: 08/18/85
Part-time Hire Date: 06/17/85
Probationary Period: 10/19/85 - 10/19/86
MLEOTC Certificate: 04/13/84
Academy: Oakland Community College, Auburn Heights, MI

(2)

Name: Wilson, Dennis
Seniority Date: 10/19/85
Anniversary Date: 08/17/85
Part-time Hire Date: 06/17/85
Probationary Period: 10/19/85 - 10/19/86
MLEOTC Certificate: 05/18/85
Academy: Ferris State College, Big Rapids, MI

(3)

Name: Wood, Kathleen
Seniority Date: 02/02/87
Anniversary Date: 08/04/86
Part-time Hire Date (Dispatcher): 06/14/85
Part-time Hire Date (Police Officer): 12/04/85
Probationary Period: 02/02/87 - 02/02/88
MLEOTC Certificate: 10/14/83
Academy: Detroit Metropolitan Police Academy, Detroit, MI

(4)

Name: Gauthier, Edward
Seniority Date: 02/01/88
Anniversary Date: 11/10/87
Part-time Hire Date: 12/02/85 (original)
03/24/87 (rehire)
Probationary Period: 02/01/88 - 11/10/88
MLEOTC Certificate: 11/12/82
Academy: Mid-Michigan Police Academy, Lansing, MI

(4)

Name: Groff, William
Seniority Date: 02/01/88
Anniversary Date: 09/07/87
Part-time Hire Date: 06/12/87
Probationary Period: 02/01/88 - 09/07/88
MLEOTC Certificate: 03/17/87
Academy: Oakland Community College, Auburn Heights, MI

(4)

Name: Hayes, David
Seniority Date: 02/01/88
Anniversary Date: 11/20/87
Part-time Hire Date: 07/01/87
Probationary Period: 02/01/88 - 11/20/88
MLEOTC Certificate: 03/17/87
Academy: Detroit Metropolitan Police Academy, Detroit, MI

(5)

Name: Anderson-Smith, Eric
Seniority Date: 04/11/89
Anniversary Date: 01/14/88
Part-time Hire Date: 06/15/87
Probationary Period: 06/15/87 - 01/14/89
MLEOTC Certificate: 05/15/87
Academy: Oakland Community College, Auburn Heights, MI

(6)

Name: Lauterwasser, Kevin
Seniority Date: 06/05/89
Anniversary Date: 02/19/89
Part-time Hire Date: 01/12/89
Probationary Period: 01/12/89 - 02/19/90
MLEOTC Certificate: 07/22/88
Academy: Washtenaw Community College, Ann Arbor, MI

(7)

Name: Mann, Steven
Seniority Date: 08/01/90
Anniversary Date: 11/07/89
Part-time Hire Date: 10/03/89
Probationary Period: 10/03/89 - 11/07/90
MLEOTC Certificate: 07/21/89
Academy: Washtenaw Community College, Ann Arbor, MI

(8)

Name: Pumphrey, Kathleen
Seniority Date: 09/24/90
Anniversary Date: 09/24/90 (note that salary level was moved to the "after 2 year level" on
05/14/91)
Probationary Period: 09/24/90 - 09/24/91
MLEOTC Certificate: 10/10/90
Academy: Recertification through State of Michigan from OHIO

(9)

Name: Lauria, Kevin
Seniority Date: 10/01/90
Anniversary Date: 10/01/90
Probationary Period: 10/01/90 - 10/01/91
MLEOTC Certificate: 07/31/90
Academy: Northern Michigan University, Marquette, MI

(10)

Name: Felts, Jeffrey
Seniority Date: 04/01/91
Anniversary Date: 04/01/91 (note that salary level was moved to the "after 1 year level" on
01/01/92)
Probationary Period: 04/01/91 - 04/01/92
MLEOTC Certificate: 11/19/90
Academy: Wayne County Regional Academy, Garden City, MI

(11)

Name: Cheston, Steven
Seniority Date: 07/23/91
Anniversary Date: 07/23/91
Probationary Period: 07/23/91 - 07/23/92
MLEOTC Certificate: 07/22/91
Academy: Wayne County Regional Academy, Garden City, MI

(12)

Name: Lego, Michael
Seniority Date: 09/02/91
Anniversary Date: 09/02/91
Probationary Period: 09/02/91 - 09/02/92
MLEOTC Certificate: 09/10/91
Academy: Wayne County Regional Academy, Garden City, MI

(13)

Name: Haas, Thomas
Seniority Date: 09/09/91
Anniversary Date: 09/09/91
Probationary Period: 09/09/91 - 09/09/92
MLEOTC Certificate: 08/30/91
Academy: Wayne County Regional Academy, Garden City, MI

A) Pension vesting is computed from seniority date/date of full-time hire (see contract Article XVII - Seniority).

B) Effective 12/15/89, the Township was able to start a new full-time employee at a rate higher than the start rate, but not as high as the maximum level (4 years for full time) rate of pay based upon the employee's qualifications and prior work experience. Employees who were affected by this clause were Officer Pumphrey and Officer Felts; because the labor contract was not signed until 05/14/91, the memorandums concerning the effective dates for the changes to the wage levels are in the respective employee files.

C) For the employees as detailed below, wage and vacation benefits only are computed using the anniversary date (see contract Article XVII - Seniority):

1. An officer's seniority date and anniversary date will be the same if employment with the Township encompassed only full-time work (Example: Senkbeil, Pumphrey, Lauria, Felts, Cheston, Lego, Haas)

2. An officer's seniority date and anniversary date will differ if employment with the Township encompassed both full-time and part-time work.

a. After 12/15/87, if the 2080 hour probationary period had not been satisfied at date of full-time hire, the anniversary date will be one year prior to the date of satisfying the probationary period (Example: Gauthier, Groff, Hayes, Lauterwasser, Mann)

b. After 12/15/87, if the 2080 hour probationary period was satisfied at date of full-time hire, the anniversary date will also be one year prior to the date of satisfying the probationary period (Example: Anderson-Smith)

c. Before 12/15/87, an officer's anniversary date was computed by giving credit for one-half the time worked as a part-time officer (Example: Wilson, Mayernik, Wood).

EXHIBIT B

TRADING OF DAYS AGREEMENT

The Police Chief's authorization for all instances of trading of days is required.

Unless otherwise approved by the Police Chief, time may be traded in increments of no fewer than four (4) hours, with twenty-four (24) hours advance written approval by the Police Chief. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Police Chief.

Further, the members of the POAM and the Township do hereby agree that the party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work on that given day.

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

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

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

(Signature of Person Agreeing
to Work and Making the Trade)

(Date)

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

(Signature of Person
Requesting the Trade)

(Date)

I, CARL BERRY, Chief of Police, hereby authorize/deny the above-requested trading of time.

(Chief of Police) (Date)

Received in the office of the Police Chief on _____
(Date) (Time)

Comments: _____

CHARTER TOWNSHIP OF PLYMOUTH

DRUG TESTING POLICY

I. PURPOSE

The Charter Township of Plymouth and the Police Officer's Association of Michigan (POAM) have established a drug program covering sworn members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn officers with notice of the provisions of the Department 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 Officer's physical and mental health and, thus, job performance.

Where law enforcement officers 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 sworn police officers and probationary police officers on July 1, 1991.

III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor -- Those sworn Officers 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 by an Officer in accordance with departmental procedures, 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 individual that would lead the reasonable person to suspect that the individual 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 Officer had committed or was committing an offense contrary to this drug policy.
- F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement Officer.
- 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 individual's test results with his or her medical history and any other relevant biomedical information.

IV. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
4. Discipline, for any violation of this drug testing policy shall be in accordance with the department's rules and regulations, policies and procedures and the current collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that an officer's drug test was positive; the officer may be immediately relieved of duty pending a department investigation at the discretion of the Chief of Police or his designee.

B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement Officer shall be required to take a drug test as a condition of employment during a pre-employment 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 policy.

C. Probationary Officer Drug Testing

All probationary recruit Officers 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. They may be tested prior to completion of the probationary period.

D. Officer Drug Testing

1. Sworn officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
2. The Township and Union have agreed to a policy under which each officer of the Police Department will undergo a drug screen on a random basis once every eighteen (18) months, or whenever the Township has probable cause or reasonable suspicion.
3. The names of all officers shall be placed in a sealed container and shall be drawn out by a representative of the Union and the Chief of Police or his designee. Once a name is drawn, it shall not be placed into the sealed container until all other names have been drawn during the 18 month period. The Union representative and Chief of Police, or his designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Department.

4. The Chief of Police may order an officer to take a drug test upon documented probable cause that the officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
5. Upon reasonable suspicion the Department may request, through the Union, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, subsection D, subsection 2 herein. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
6. A drug test will be administered as part of any promotional medical examination required by this Department.
7. A drug screening test shall be considered as a condition of acceptance to any Narcotic Unit assignment. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered in accordance with the Plymouth Township Police Department's rules and regulations, and may include discharge from the police department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

F. Rehabilitation Program

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program prior to the random test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a Township approved/supervised drug education program as directed by the Township, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a Township approved/supervised in-patient treatment facility, followed by participation in a Township approved/supervised out-patient treatment program as directed by the Township. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the Police Department. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.
2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the Township provided insurance program.
3. Employees will be allowed to use accrued sick leave benefits until such time as the Township, based on medical evidence, determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the Township, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records.

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Officer to be tested before they enter the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each Officer to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an Officer enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where the Officer 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 Officer shall be permitted to no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation, however, the officer may allow a blood sample to be drawn. 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 M.R.O.

6. The urine/blood 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 Union, prior to disciplinary action, should the original sample result in a legal dispute. The officer must request the 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, initialled by the Officer and laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a 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.

H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
 - a. initial screening test
 - b. confirmation test
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 M.R.O.

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 certified as qualified to collect urine sample 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 |

*25ng/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 |
| * Delta-9-tetrahydrocannabinol-9-carboxylic acid | |
| ** Benzoyllecgonine | |
| + 25ng/ml if immuncassay-specific for free morphine | |
| Barbiturates. | 300 |

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
7. Officers 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 Officer's personnel file upon the officer's request.
8. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

I. 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.

J. Drug Test Results

1. All records pertaining to department-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 officer's job duties.

K. Off-Duty Use of Marijuana

An employee undergoing a scheduled drug screen which tests positive for marijuana may be suspended without pay for a period of thirty (30) days, required to satisfactorily participate in a drug education program, and undergo periodic unannounced testing for a period of two (2) years. Any further use of any controlled substance, including marijuana, will thereafter result in discharge. Further, the employee's failure to satisfactorily participate in the drug education program shall constitute grounds for discharge. This policy in no way limits the department's prerogative to appropriately discipline its members for conduct related to the use of marijuana.

L. Procedures for Implementation of the Last Chance Agreement

1. An officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.
2. At the discretion of the Chief of Police, that last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.

4. Officer must attend an employee assistance program and/or an authorized rehabilitation source.
5. Officer must sign a form releasing any and all information to management as may be requested.
6. Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
7. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police 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.
8. Officer may be allowed to use sick time or any other accrued paid time and apply for an unpaid medical leave of absence if required, while undergoing rehabilitation.
9. Once authorized to return to duty, the officer must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
10. The officer shall be subject to the terms of this program for three (3) years after their return to work.
11. The officer must agree in writing that the officer will be automatically terminated if a violation of any portion of this program occurs at any time during it's enforcement term.
12. Officer must be advised that the officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

LAST CHANCE AGREEMENT

Re: _____

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on _____, and;

Whereas, the Charter Township of Plymouth Police Department will conditionally reinstate _____ to the position of _____, provided the officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Charter Township of Plymouth Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
2. Officer must complete a rehabilitation program as prescribed by an employee assistance program and/or a Township authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police 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.
4. Officer may be allowed to use sick time or any other accrued paid time and apply for an unpaid medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.
6. Upon clearance by the medical facility designated by the Chief of Police, _____ shall be returned to the Police Department as a _____.

7. Once returned to duty, Officer _____ will present himself to the department approved employee assistance program for evaluation, and agree to, as well as follow any and all directives given him by the employee assistance program for a period of not more than three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employee assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow E.A.P. directives.
8. Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the Charter Township of Plymouth, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
9. Officer _____ 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 Officer _____ waives any claim thereto.
10. The Union shall withdraw with prejudice the grievance # _____ and shall release and discharge employer from any and all claims, if any, relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. Officer _____ shall release and discharge the union and the employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ release the Township, its officials, officers, agents, employees and union from all liability and claims he may have had or now has with respect to his employment with the Charter Township of Plymouth whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the Township of

collective bargaining agreement between the Township of
Plymouth and the _____ association.

11. 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.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no presidential value. 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.
13. In the event the officer 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 _____, 199__

OFFICER

TOWNSHIP SUPERVISOR

UNION REPRESENTATIVE

CHIEF OF POLICE

LETTER OF UNDERSTANDING
BETWEEN
THE CHARTER TOWNSHIP OF PLYMOUTH
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

THE PARTIES HERETO, agree a follows:

1. The Charter Township of Plymouth and the Plymouth Township Police Officer's Association agree to install a "repeater system" to boost the capabilities of the Plymouth Township Police radio system.
2. The cost for the "repeater system" shall be included in the 1994 Township budget. The parties agree that the system will be operational no later than December 31, 1994.

AGREED THIS 9th DAY OF Sept, 1993, AT PLYMOUTH, MICHIGAN.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

BY: 

GERALD RADOVIC
Its: Business Agent

PLYMOUTH TOWNSHIP POLICE OFFICERS ASSOCIATION

BY: 

EDWARD GAUTHIER
Its: President

BY: 

KATHLEEN WOOD
P.O.A.M. Bargaining
Committee
Representative

BY: 

STEVEN MANN
P.O.A.M. Bargaining
Committee
Representative

CHARTER TOWNSHIP OF PLYMOUTH

BY: 

KATHLEEN KEEN-McCARTHY
Its: Township Supervisor

BY: 

MARILYN MASSENGILL
Its: Township Clerk

BY: 

CARL F. BERRY
Chief of Police

BY: 

CATHERINE A. BROADBENT
Human Resource Director

BY: 

NIELS ERIC HANSEN
Township Attorney

LETTER OF UNDERSTANDING
BETWEEN
THE CHARTER TOWNSHIP OF PLYMOUTH
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

THE PARTIES HERETO, agree a follows:

This Letter of Agreement establishes work conditions under a 12-hour work schedule. All provisions of the Collective Bargaining Agreement to the contrary shall be governed by this Letter of Agreement.

WORK CYCLE

For the purpose of this Agreement, the length of the work cycle for bargaining unit employees will be a 14-day pay period, beginning on Monday and ending on Sunday for two (2) consecutive weeks.

WORK SCHEDULE

Employees will work two (2) 12-hour shifts in one of the seven (7) day weeks of the work cycle and five (5) 12-hour shifts in the other week. This will amount to eighty-four (84) hours of scheduled work in the 14-day work cycle. The employee will normally be scheduled a total of seven (7) days working and seven (7) days off sometime during a 14-day work cycle.

OVERTIME

Employees who work the 12-hour shift shall be paid for the additional four (4) hours worked during the two (2) week cycle at the straight time rate for that pay period.

WORK DAY AND WORK SHIFTS

The standard work day will be twelve (12) hours; either the 8:00 a.m. to 8:00 p.m. shift or the 8:00 p.m. to 8:00 a.m. shift. [If the Chief decides to utilize a "Booster shift," the shift will run from 4:00 p.m. to 4:00 a.m.]

Employees calling in sick (Article XVII) or on bereavement leave (Article XX) or personal business leave (Article XV) may or may not be replaced by other employee(s) on overtime.

The Chief has the right to determine the necessity of and to set other shifts in addition to the ones stated above and to assign personnel to those shifts.

The Chief has the right to reassign officers from a twelve (12) hour shift for training purposes.

TIME CONVERSION

For purposes of this Agreement, all references in the collective bargaining agreement to days off will be converted to hours. This includes vacation time, personal business days, bereavement leave and sick days. All vacation time and sick days will be accrued in hours.

HOLIDAYS

Employees will still receive the eight (8) hours of pay for each holiday provided for in the contract.

SPECIAL ASSIGNMENT OFFICERS

Special assignments will not be governed by this agreement. By way of example, DARE, Investigations, Motor Carrier Enforcement Operation, shall be scheduled at the discretion of management.

MEALS AND BREAKS

During this Agreement period, each employee will be entitled to two (2) 20-minute breaks and one (1) 45-minute meal period during each 12-hour work shift. These breaks and meal periods may not be grouped together for extended break/meal period. Employees will attempt to take one (1) break during the first four (4) hours, one (1) break during the last four (4) hours, and a meal break during the middle four (4) hours of their 12-hour shift, this lunch and break time shall be part of the work day, subject to the Police Department's ability to call officers back to duty.

Should an employee be required to work over four (4) hours or report early for four (4) hours, thereby extending their scheduled work shift to sixteen (16) hours, the employee is entitled to another 45-minute lunch period during the additional four (4) hour period.

Normally, breaks will not be taken within one (1) hour of starting or ending a work shift.

ASSIGNMENTS

The Township retains the right to approve or deny an employee's request for time off and to reassign employees.

CHANGEOVER TO TWELVE (12) HOUR SHIFT

Under this Agreement, and at the time of changeover from eight (8)-hour to twelve (12)-hour shifts, there will be no overtime costs to the Township. The same will occur should there be a change to a shift schedule other than the one in this Agreement.

LENGTH OF AGREEMENT

This Agreement to modify the current work schedule to a 12-hour work schedule is temporary and will remain in effect from September 1, 1993 through August 30, 1994. The work schedule will be reviewed by the Chief and the Executive Board of the Union in August 1994. The Agreement reached in this Letter of Agreement with regard to the 12-hour work schedule can only be extended by the mutual written agreement of the parties. Unless the parties mutually agree to extend the 12-hour work schedule, the Letter of Agreement shall be void and the provisions of the Collective Bargaining Agreement shall govern.

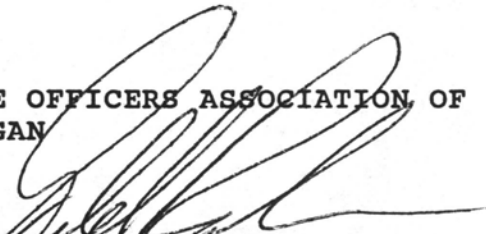
SUPPLEMENTAL SICK BANK

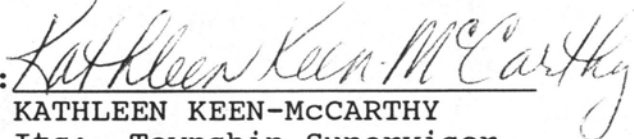
Employees shall earn supplemental sick leave bank time in accordance with the eight (8) hours per month schedule provided in paragraph 17.7 of the Agreement.

AGREED THIS 9th DAY OF ^{Sept.} ~~AUGUST~~, 1993, AT PLYMOUTH, MICHIGAN.

POLICE OFFICERS ASSOCIATION OF MICHIGAN


CHARTER TOWNSHIP OF PLYMOUTH

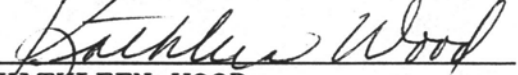
BY: 
GERALD RADOVIC
Its: Business Agent

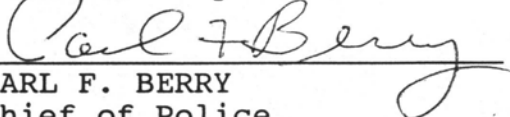
BY: 
KATHLEEN KEEN-McCARTHY
Its: Township Supervisor


PLYMOUTH TOWNSHIP POLICE OFFICERS ASSOCIATION

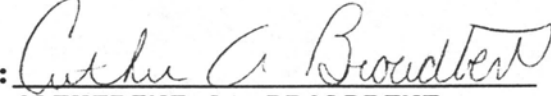
BY: 
EDWARD GAUTHIER
Its: President

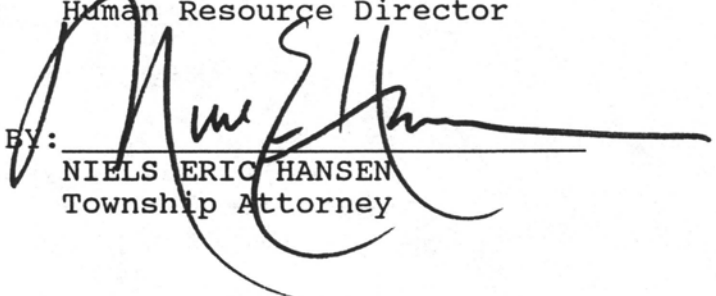
BY: 
MARILYN MASSENGILL
Its: Township Clerk

BY: 
KATHLEEN WOOD
P.O.A.M. Bargaining Committee Representative

BY: 
CARL F. BERRY
Chief of Police

BY: 
STEVEN MANN
P.O.A.M. Bargaining Committee Representative

BY: 
CATHERINE A. BROADBENT
Human Resource Director

BY: 
NIELS ERIC HANSEN
Township Attorney

LETTER OF UNDERSTANDING
BETWEEN
THE CHARTER TOWNSHIP OF PLYMOUTH
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

THE PARTIES HERETO, agree a follows:

1. On or after July 1, 1993, the Township may establish an employee benefit "cafeteria" (IRS Section 125) plan.
2. If such a plan is established, it shall contain the following provisions:

a. Health insurance funding:

1. The Township will continue to maintain a traditional insurance program (eg. BC/BS MVF-1) and various health maintenance organization programs (eg. Health Alliance Plan; M Care).
2. As of the date of this letter, the Township offers a selection of four (4) different HMO program alternatives. The Township will make all reasonable efforts to continue to make these programs available to bargaining unit members during the term of the present Collective Bargaining Agreement (through December 31, 1995). The parties agree that the Township will provide at least three (3) different HMO-type alternatives (current plans or comparable coverage plans) to the bargaining unit members during the term of this Agreement. Furthermore, if a plan should become unavailable (due, for example, to low participation), the Township agrees to use its best efforts to find another plan so that there will be five plans/insurance programs available.
3. Although a bargaining unit member may participate in any of the available health care programs, the township's obligation to fund health care will be limited to the average cost of all the plans currently available (Example: five plans available; Township's monthly funding obligation would be determined by aggregating the monthly cost for the five plans and dividing that total by five).

b. Long-term disability, life, dental and optical insurance:

The Township agrees to make a contribution to the cafeteria account of each bargaining unit member in an amount equal to the monthly cost of each of the above-listed benefit programs.

3. Members of the bargaining unit will have the option, within thirty (30) days prior to the effective date of the cafeteria program, to change their health care provider.

AGREED THIS 9th DAY OF Sept., 1993, AT PLYMOUTH, MICHIGAN.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

BY: [Signature]
GERALD RADOVIC
Its: Business Agent

PLYMOUTH TOWNSHIP POLICE OFFICERS ASSOCIATION

BY: [Signature]
EDWARD GAUTHIER
Its: President

BY: [Signature]
KATHLEEN WOOD
P.O.A.M. Bargaining Committee Representative

BY: [Signature]
STEVEN MANN
P.O.A.M. Bargaining Committee Representative

CHARTER TOWNSHIP OF PLYMOUTH

BY: [Signature]
KATHLEEN KEEN-McCARTHY
Its: Township Supervisor

BY: [Signature]
MARILYN MASSENGILL
Its: Township Clerk

BY: [Signature]
CARL F. BERRY
Chief of Police

BY: [Signature]
CATHERINE A. BROADBENT
Human Resource Director

BY: [Signature]
NIELS ERIC HANSEN
Township Attorney

