

AGREEMENT

Between

THE CHARTER TOWNSHIP OF PLYMOUTH

And

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2005 through December 31, 2008

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AGREEMENT

This Agreement, made and entered into this 7th day of November, 2005 by and between THE CHARTER TOWNSHIP OF PLYMOUTH (hereinafter referred to as "Employer" or the "Township") and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM) (hereinafter referred to as the "Union") and shall remain in effect through December 31, 2008.

ARTICLE I
PURPOSE AND INTENT

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

ARTICLE II
RECOGNITION

2.1: Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended 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 sergeants in the Plymouth Township Police Department, but excluding the Chief of Police, Deputy Chief of Police, police officers, Command Officers, and all other Township employees.

ARTICLE III
UNION RIGHTS

3.1: 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 reprisals.

3.2: 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.

3.3: 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.

3.4: Union representatives may represent The Union, in contract negotiations, 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.

3.5: 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.

3.6: 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.

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

3.8: Disciplinary Matters.

- A. The accused has the right to have Union representation present during any interviews with the accused.
- B. No employee shall be subject to disciplinary action without just cause.
- C. Levels of Discipline
 - 1. Written record of an oral reprimand issued by a supervisor that remains in the employee's Department file for a period not to exceed one year.
 - 2. Written reprimand issued by a Division Commander or the Chief of Police.
 - 3. Suspension recommended by the Chief of Police and approved by the Township Supervisor.
Discharge from employment to be issued by the Township Supervisor.
- D. A written reprimand will be held for at least one year, at which time the employee may request that it be removed.

ARTICLE IV
AGENCY SHOP

4.1: All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the bargaining unit or pay a service fee if they choose not to join the Union, pursuant to Article

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 V.

ARTICLE V
DUES CHECKOFF

5.1: After the effective date of this Article and thereafter during the life of the Collective Bargaining Agreement, and to the extent the laws of the State of Michigan permit, the Township agrees to deduct from the pay of 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 check off 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 check off 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 check off 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.

5.2: Dues shall be deducted in equal amounts once a month 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.

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

5.4: The Township shall not be liable to the Union by reason of the requirements of this Collective Bargaining Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by 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.

5.5: 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.

5.6: 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.

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

5.8: Whenever the Union requests a payroll deduction of an agency fee and an 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.

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

ARTICLE VI MANAGEMENT RIGHTS

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

ARTICLE VII AGREEMENTS AND ORGANIZATIONS

7.1: 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 VIII
WAGES AND OTHER BENEFITS

8.1: A sergeant's base wage shall be determined by a percentage rate that is above a top paid patrol officer's wages. This wage shall be determined by the employer using the following wage progression schedule.

8.2: January 1, 2005, 2006, 2007 and 2008

probationary 10%
non-probationary 16%

8.3: Command officers assigned to an eight (8) hour shift in the Investigative Bureau assignment will receive an additional five (5%) percent compensation as long as the twelve (12) hour shift is in effect.

ARTICLE IX
LONGEVITY

9.1 The Employer agrees to grant the following longevity pay to all full-time sergeants effective January 1, 2005.

- 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 One Thousand and No/100 (\$1,000.00) 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 X
OVERTIME

10.1: Overtime. All sergeants shall be paid overtime at the rate of one and one-half (1-1/2) 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 (1-1/2) times their hourly rate of pay for all hours worked in excess of twelve (12) hours per day, except as set forth in section 8.4.

10.2. The need to call in a supervisor for overtime shall be subject to the discretion of the Chief of Police or his designee.

10.3 Compensatory Time. A sergeant 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 sergeants subject to the operational needs and requirements of the Police Department.

10.4 Compensatory time that is approved five days in advance of the requested time cannot be canceled (not to include emergency situations). Compensatory time shall be approved or denied within 24 hours of receipt by the Chief or his designee. Compensatory time is approved or denied on a first come basis.

ARTICLE XI OVERTIME SCHEDULING

11.1: Any sergeant called into work during scheduled or non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work at their overtime rate.

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

11.3: Sergeants assigned to the 12-hour shift, working the standard (84) hour work schedule in the 14-day work cycle, will be compensated for (84) hours pay at straight time.

ARTICLE XII PROMOTIONS TO RANK OF LIEUTENANT

12.1: Promotions shall be accomplished in the following manner:

- A. All applicants must have a minimum of two (2) years in grade as a sergeant. There will be no educational requirements required by the employer for the initial test to the rank of lieutenant or until after 12/31/04, whichever occurs first. All applicants must take a test as determined by the Charter Township of Plymouth.
- B. Applicants must be given at least thirty (30) days notice prior to any examination.
- C. The weight of each test element and the type of examination(s) given shall be announced at the time of the posting for the position and the acceptance of applications.
- D. Assessors will be selected by mutual agreement between the Township and the Union. The Union shall have the right to attend the assessment center (one member). Assessors may review personnel files of applicants.
- E. An eligibility list of the applicants will be posted in the rank order derived from the combined final score and shall remain in effect for a period of two (2) years.
- F. The Chief of Police shall recommend a candidate for the position. The Township Supervisor shall select one of the top three candidates on the eligibility list to fill the position.
- G. All promotions after the initial test or 12/31/04 shall follow these steps:

1. Sixty (60) day notice of test.
2. Eligibility, two (2) years in grade as a sergeant, and must have received a bachelor's degree by the announcement posting date.
3. Competitive test. If less than two (2) eligible sergeants apply, sergeants not meeting the requirements of Paragraph G.2 may apply. In case there are still less than two sergeants who apply, patrol officers with a minimum of five (5) years seniority, who meets the educational requirements, will be eligible.
4. Assessors will be subject to mutual agreement of the Union and the Township. Assessors may review personnel files of applicants. A Union representative shall have the right to observe the assessment center exercises.
5. The Township Supervisor shall select one of the top three (3) candidates for promotion.

12.2: Successful candidates will be placed on the eligibility list for a period of two (2) years in order of assessment center ranking.

12.3: Outside candidates will only be hired as lieutenant if no qualified internal candidates exist.

12.4: The probationary period for a newly appointed lieutenant 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.

12.5: Lieutenants shall be outside this bargaining unit, but shall maintain seniority earned while in the unit if the lieutenant is returned to the sergeants bargaining unit.

12.6: The positions of Deputy Chief or Assistant Chief and Chief shall be filled by the Township, as the Township sees fit.

ARTICLE XIII SPECIALTY ASSIGNMENTS

13.1: All selections to an assignment that has a duration of more than one year shall be based on the candidate's past performance, work history, qualifications, training, and oral interview results among the employees expressing an interest in filling the position.

13.2: The assignment to specialized duties that remove a sergeant from their patrol duties shall last not more than 4 years and not less than 1 year, subject to satisfactory performance.

13.3: The posting of any vacancies to an assignment shall contain the following:

- A. Ideal qualifications of a candidate.
- B. Length of the assignment.
- C. Shall be posted for fourteen (14) days.

13.4: If no one signs up the least senior sergeant (non-probationary) will be given the assignment.

13.5: For temporary specialty assignments of less than one (1) year, members of the bargaining unit shall be asked by seniority within specialty; then seniority within bargaining unit and then if there are still no persons who have indicated a willingness to take the position on a temporary basis, the position shall be filled by the least senior employee within the bargaining unit.

ARTICLE XIV
HOURS OF EMPLOYMENT/ EIGHT HOUR SHIFT

14.1: The work period for full-time sergeants shall be twenty-eight 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 (12) hour shift work schedule on a trial basis. (See Article 39). The starting time for the Day Shift shall be between 6:00 a.m. and 7:00 a.m. and the starting times for the Night Shift shall be between 6:00 p.m. and 7:00 p.m. The number of sergeant assigned to the Booster shift, or any other shift established by the Department, shall not be greater than the number of sergeants assigned on the Day or Night Shifts.

14.2: 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 by 2,080 hours.

14.3: Work Schedules. Assignments. Work Hours, and Leave Days. The Department work schedule shall be posted thirty (30) days in advance of the beginning of the scheduled work period.

14.4: Lunch Periods. All employees who work a shift of four (4) hours or more, but less than eight (8) hours, shall be permitted necessary time for lunch, not to exceed thirty (30) minutes. In addition they shall have an additional 15 minute break for every four (4) hours worked.

Employees working a 12 hour Shift 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 on (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.

All lunch and breaks shall be subject to the Police Department's ability to call the employee back to duty.

Should an employee be required to work additional hours or report early, thereby extending their scheduled work shift to sixteen (16) hours, the employee is entitled to another lunch period during the additional hours worked.

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

14.5: An employee shall not work more than sixteen (16) hours in a twenty-four (24) hour period which begins at the time the employee starts working.

- A. Court time is exempt.
- B. Training is not exempt.
- C. The 16 hour rule shall not apply to emergency situations.
- D. Staffing is not to be considered an emergency.

14.6: For 12 hour shifts, the Chief has the right to reassign employees from their

regular shift or unit schedule for training purposes.

14.7: Employees who fail to show up for their scheduled work time shall be subject to discipline.

14.8: 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.

ARTICLE XV SHIFT ASSIGNMENT

15.1: Probationary sergeants cannot select patrol shifts and are assigned to shifts at the sole discretion of management. Any assignment with a duration of more than one year shall be made according to Section 13.1.

15.2: Full-time, non-probationary sergeants will be allowed to bid the shift and platoon of their choice by seniority each bid period. Bid periods shall be at least twice per year, but not more than three per year. As close as possible, each bid period length shall be equal.

15.3: Management shall only move employees from their chosen shift to assure that staffing and specialized training are balanced among the shifts to perform the needed duties and cover the needed services. Any movement of specially trained officers will be made by moving the least senior employee with that specialty on the shift.

15.4: Management will set the number of sergeants needed per shift and post the shift bid 60 days prior to the new schedule being implemented.

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

15.6: SCHEDULE ADJUSTMENTS FOR TRAINING 12 HOUR WORK SCHEDULE:

Training on Leave days:

- A. If the training is scheduled for less than 8 hours, the employee will receive, at his/her choice, overtime pay or compensatory time.
- B. If the training is scheduled to last 8-12 hours, the employee will receive credit for one adjusted 12 hour leave day, to be granted within a two week period of the training date.

Training on Work Days:

- A. If the training is scheduled for less than 8 hours, upon completion, the employee will be required to return to the department and work the duration of his/her normal shift.
- B. If the training is scheduled to last 8-12 hours, the training will fulfill the employees 12 hour Work Day.

Extended Schools:

If the employee is being sent to a school scheduled for 5 days or more, management may reassign the employee to a 40 hour work week as follows:

- A. An employee attending a school during his long work week will receive (1) adjusted leave day so that a total of (76) hours will be worked during the pay period. The employee will receive pay for (80) hours.
- B. An employee attending a school during his short work week will receive (1) adjusted leave day, plus an additional (8) hours adjusted leave so that a total of (80) hours will be worked during the pay period.

ARTICLE XVI
TRADING OF DAYS

16.1: Trading of days may be allowed for full-time employees, 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.

- A. The Chief of Police will be notified at least twenty-four (24) hours prior to the trade.
- B. The employee making the trade will be responsible for the shift coverage in the event the trading employee fails to show for any reason. The employee making the trade will be charged with the absence and shall not be approved to trade days in the future.
- C. The Township shall pay no additional overtime as a result of the trade.
- D. Unless 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.
- E. Employees are required to keep track of their own trade time and employees, not the Township, are responsible to repay time and to see that time is repaid. The party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though the employee was regularly scheduled to work on that given day.
- F. If the employee agreeing to work for another fails to show for any reason, that employee will be charged with the absence and shall not be approved to trade days in the future.

ARTICLE XVII
HOLIDAYS

17.1: 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.

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
Martin Luther King Day	New Year's Eve Good Friday (1/2 day)

17.2: Holiday Pay. Sergeants will be paid at the rate of one eight (8) hour day's pay (8 hours at the employee's 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.

17.3: Sergeants who are scheduled and work on six holidays shall receive time and one-half the regular rate, based upon a 2,080 hour work year, for working those holidays. These days are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

17.4: When a sergeant is called-in or re-scheduled to work a holiday as defined in section 17.1, the sergeant will be compensated at twice (double time) his regular hourly rate.

ARTICLE XVIII
VACATION

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

18.2: Vacation length is determined by continuous service with Plymouth Township as a full-time employee and shall be prorated from the date of hire.

18.3: 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).

18.4: 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's 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.

18.5: 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.

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

18.7: Vacation periods shall be bid by employees by seniority within each classification. 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 employees 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 sergeants 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.

18.8: 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 19.7 above). Selection of short-term vacations shall be on a first-come, first-serve basis.

18.9: Vacation Carry Over. Employees 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 employee does not use their vacation within the six (6) month carry-over time period, their vacation time will be forfeited. If the sergeant 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.

18.10: 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 XIX
PERSONAL BUSINESS DAYS

19.1: A full-time employee may utilize two (2) days 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.

19.2: Personal business days may not be used the day prior to or the day after a paid holiday or in conjunction with a vacation unless approved by the Chief or his designee.

19.3: 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].

19.4: 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.

ARTICLE XX
SENIORITY

20.1: There shall be two types of seniority earned by police sergeants:

A. Departmental Seniority: Seniority as a Plymouth Township Police Department member which dates from the employee's date of hire as a full-time "sworn" officer of the police department. This type of seniority is applicable to accumulating benefits (vacation, etc.) as well as layoff in the patrol officer ranks.

1. Township Seniority: A sergeant with prior "non-sworn" Township employment shall not lose accumulating benefits to which he/she may be entitled.

B. Seniority in Rank: There shall be seniority as to each rank in the department. This seniority shall be determined from the date of promotion into the current rank. In the event two or more officers are promoted on the same day the eligibility list ranking order will be the determining factor as to seniority in rank. This type of seniority is applicable to the determination of such issues as shift selection, vacation bid selection, equipment selection, and layoff from current rank.

20.2: All new sergeants shall be considered probationary in their new rank for a period of one (1) year.

20.3: 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.

20.4: 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.

ARTICLE XXI
SICK LEAVE

21.1: All full-time sergeants 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.

21.2: All days over forty-five (45) 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 21.7 below).

21.3: All newly promoted members to the rank of sergeant who have in excess of forty-five (45) days will be bought down to forty-five (45) day rate. (at the rate of 100% of their daily rate salary per sick day.)

21.4: 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 section 34(C) 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 XXIII.
- C. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.

21.5: 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.

21.6: Improper use of sick leave shall result in disciplinary action.

21.7: Effective January 1, 2002, those members of the unit who have the maximum amount of hours in their sick leave bank at year end and who have utilized three (3) or less sick days per year will be awarded bonus vacation days under the terms of the Agreement. The schedule of bonus vacation days is as follows:

<u>Sick Days Used During Year</u>	<u>Bonus Vacation Days Earned Next Year</u>
3 days	2 days
2 days or less	3 days

Vacation bonus days that not are used in the year succeeding their accrual are lost and have no cash value. Use of this benefit time shall be treated as under the requirements of Article 19.

This benefit is computed as a day for a day benefit. This day for a day language may not be applied to any other benefit or assignment under this collective bargaining agreement.

The employer will be responsible for keeping a separate bank to track bonus vacation time.

21.8: Upon termination of employment, sergeants 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 forty-five (45) days maximum.

21.9: Sick Leave Supplemental Bank effective January 1, 1993. In addition to the sick leave accumulation covered in this Article, all sergeants 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.

A. The supplemental sick bank is to be used only if:

1. The sergeant has exhausted all of his or her regular sick time accumulation bank hours; and
2. The sergeant 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 a police officer supplement LTD coverage through the use of these benefits.

B. 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.

- C. 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 23.2(B), shall be maintained in a separate account and shall not have a maximum accumulation limitation.)
- D. This benefit is not transferable.

ARTICLE XXII BEREAVEMENT LEAVE

22.1: In the event of a death in the employee'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. For purposes of this section, the term "child" shall include natural born children, as well as step-children and grandchildren residing in the employee's home.

22.2: Leave time may be up to five (5) days if the funeral service is more than five hundred (500) miles from the Township.

ARTICLE XXIII JURY DUTY

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

23.2: 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.

23.3: 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 XXIV UNIFORMS

24.1: The Employer will furnish uniforms and clean uniform items for sergeants. Uniform items will be furnished in accordance with Departmental Rules and Regulations.

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

ARTICLE XXV
PHYSICAL EXAMINATION

25.1 Except as provided in Article 38 the Township shall have the right, at its expense, to schedule and conduct a physical examination no more than once a year for sergeants. The examination will include but not be limited to chest x-rays, electrocardiograms and any other lawful tests.

25.2: The physical examination will be to assure that the sergeant is able to perform the duties as described.

25.3: 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.

25.4: 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 XXVI
MILEAGE

26.1: When an employee 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 XXVII
PERSONAL EFFECTS

27.1: The Township will reimburse employees 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 XXVIII
COURT TIME

28.1: A minimum of three (3) hours will be paid for court time upon ratification of this Agreement. Officers must attend court when required and approved.

ARTICLE XXIX
PROFESSIONAL OUALIFICATIONS

29.1: The Township and the Union agree that it is in the public interest for the sergeants 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: Layoff: in the event it becomes necessary for the employer to reduce the number of employees in the workforce due to lack of funds, lack of work, or reasons other than the acts or delinquencies of an employee such layoffs shall be by seniority within the rank. (Probationary police officers shall be laid off first, followed by police officers, then sergeants from the junior to most senior in rank).

- A. Sergeant laid off may "bump down" into the non-supervisory bargaining unit.

30.2: Recall: Laid off sergeants will be recalled in reverse order of layoff.

- A. In the event a sergeant is laid off and bumped down into the non-supervisory unit he/she shall be re-elevated to the rank of sergeant once the position is open again. Said person(s) shall not be required to retest for promotion. There shall be no time limit on this stipulation.

ARTICLE XXXI
NO-STRIKE CLAUSE

31.1: 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.

31.2: 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.

31.3: 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 XXXII
MISCELLANEOUS

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

32.2: Copies of Benefit Hour Reports. The Township agrees to provide benefit hour reports to the Union on a monthly basis.

ARTICLE XXXIII
TUITION REIMBURSEMENT

33.1: Effective January 1, 2002, the Charter Township of Plymouth will reimburse for the cost of tuition, fees, and books for classes taken toward a bachelor or masters degree provided a "C" average is maintained in such course work. To receive reimbursement employees will provide a copy of the class or program description to their department head prior to registration for the purpose of notification. Payment is to be made by the employee, and will be reimbursed by the employer at the end of the semester upon presentation of a payment receipt and evidence of having received at least a "C" average. Courses must be scheduled during other than normal working hours. Total reimbursement will be limited to \$5,000.00 per employee per calendar year. Upon completion of a degree under this benefit, the employee must remain as a Township employee for a minimum of three years or must return a pro-rated portion of the monies paid by the Township for the employee's education benefit.

ARTICLE XXXIV
DISABILITY PROGRAM

34.1: 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. Said Plan shall include whatever rider is necessary so as to assure that, while an employee is receiving disability benefits under this Plan or is receiving Workers' Compensation for a period equal to the waiting period required to receive long-term disability, the Plan shall provide fifteen percent (15%) of the disabled employee's monthly base wage to the Employer for deposit in the Employer-sponsored pension plan for the employee's benefit. Effective March 1, 1996, the maximum monthly benefit cap shall be increased to \$5,000.

34.2: 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. Sergeants 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 sergeant shall notify the Police Chief or the Township Supervisor of the employee's injury or illness as soon as reasonably possible.

- B. Eligibility. A sergeant 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 police officer'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 a sergeant suffering 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 sergeant shall not incur personally any hospital, medical or surgical expense due to a recognized injury.
 2. All sergeants 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 sergeant 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 sergeants 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 XX. 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 sergeant 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 sergeant 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 sergeant 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.

34.3: 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. Sergeants 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 a sergeant 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, whether 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 officers, and the Township Supervisor, of the proposal for action concerning the employee's physical and rehabilitation status. (The sergeant 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 duties not necessarily in the assigned department and in line with the job specification, but his capability of performing any duty with 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.

34.4: If an employee dies as the result of an on-the-job injury or illness, the Employer will continue to maintain the then-current medical, dental, optical and prescription drug insurance coverage, as subsequently modified from time to time by this Agreement, for the employee's spouse and dependent children (as defined in the employer group insurance policy). This coverage will continue until the spouse of the employee obtains equal or better insurance coverage from the spouse's own employer, dies, or remarries. Further, dependent children coverage shall also terminate when each child ceases to be a dependent child as defined in the employer's then existing group insurance policy.

ARTICLE XXXV
INSURANCE

35.1. GENERAL

The Employer reserves the right to select or change insurance carriers, to be a self-insurer, either wholly or partially, and to choose the administrator of its insurance programs, as long as similar benefits are provided.

The terms of any contract or policy issued by the insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The Employer, by payment of or contribution towards premium payments required to provide the coverage set forth in this Article, shall be relieved from all liability regarding the benefits provided by the insurance company. The failure of any insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach of any obligation by either of the two organizations.

35.2. HOSPITALIZATION, DENTAL AND VISION COVERAGE

A. The Employer shall continue to maintain health, dental, and optical insurance for regular full-time employees at the Employer's expense, subject to the provisions of Paragraph B (below). Dental coverage (no orthodontic coverage) shall include a maximum \$1,000.00 per person per contract year. Coverage under this provision that is changed from the previous collective bargaining agreement shall be effective as soon as practicable after ratification of this Agreement. Insurance benefit plans presently available are M Care HMO, M Care PPO, Delta Dental, and Vision Service Plan.

B. Employee health insurance programs are subject to the following:

1. The Employer shall pay the full cost of coverage for M Care HMO, less any employee premium sharing required by 35.2(B)(4). Employees choosing M Care PPO shall pay the difference in cost between M Care HMO and M Care PPO, in addition to the premium sharing required by 35.2(B)(4). Payments shall be made by means of payroll deduction spread evenly over each payroll period.

2. Prescription co-pay (all programs) shall be \$10.00 generic pharmaceutical, \$20.00 preferred brand name pharmaceutical, \$30.00 non-preferred brand name pharmaceutical. In those cases when a generic equivalent is available, but an insured or his or her physician insists on a brand name drug in lieu of the available generic equivalent, the employee shall be responsible for any additional cost of the brand name drug in excess of the

generic equivalent to the extent not paid by the HMO, over and above the applicable \$20.00 or \$30.00 co-pay.

3. Office visit co-pay: \$. HMO: \$10.00 (PPO: \$15.00). (ER Co-pay HMO: \$25.00; PPO:\$50.00) (UC Co-pay: HMO: \$10.00; (PPO \$15.00).

4. Insurance Premium Sharing as follows:

Employees choosing health care coverage of any type will contribute 1% of their annual base salary each year towards health care premiums. This contribution will be made by means of payroll deduction spread evenly over each payroll period. There shall be no reimbursement by the Township of this contribution towards premiums.

5. The Township will no longer reimburse the \$25 emergency room charge associated with the Township's HMO health insurance program.

6. The Employer will provide open enrollment on an annual basis.

7. The Employer's flexible benefit plan established as part of Section 125 of the Internal Revenue Code shall be available for utilization by members of the bargaining unit. Administration and limitations of this Plan shall be determined by the Township and as otherwise required by federal law or regulation.

8. Unit members who wish to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the employee must submit a letter to Human Resources certifying that the employee and the employee's dependents will be covered under a health insurance plan. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

a.) In the event a unit member's outside insurance coverage is terminated for any reason, he/she shall promptly notify the Township, which will endeavor to enroll the employee and the employee's eligible dependents in a Township-sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier. In the meantime, the unit member shall exercise the COBRA and/or conversion policy rights

under his/her spouse's plan until the unit member enrolls in a Township-sponsored plan.

b.) Union members who waive medical benefits will be entitled to a taxable cash benefit of \$150.00 per pay period.

c.) In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

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

35.6: The Township will continue to maintain the term life insurance program with a double indemnify 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.

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

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

35.9 The Township will provide retirees with twenty-five (25) years of full-time service in the Plymouth Township Police Department (see Exhibit B for full-time 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 remarries 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.

35.8: The Township will no longer reimburse the \$25 emergency room charge associated with the Township's HMO health insurance program.

ARTICLE XXXVI
PENSION

36.1 Effective as soon as possible, the parties agree to establish a MERS defined benefit pension plan for a group comprised of employees of this bargaining unit (police command) and employees of the Employer's bargaining unit consisting of patrol officers and dispatchers/PSAs, conditional upon all members of both units agreeing (via both individual authorization form and pursuant to a fully ratified collective bargaining agreement with the Township) to irrevocably transfer all funds in the Township's current DC Plan attributable to the units (whether through Township contributions on employees' behalf or through voluntary employee contributions pursuant to the previous Collective Bargaining Agreement) into MERS for purposes of partially funding the defined benefit plan. The parties agree that the amount of DC Plan funds to be transferred as of October 15, 2005 is \$3,841,107.

36.2. The Defined Benefit Plan to be established shall include a 2.8% multiplier, Vest 10, FAC3 (using only those years since 1999), F/N 25, 80% max, D-2. Amortization shall be made over a period of time determined at the Employer's discretion, but no less than twenty (20) years. Credit shall be given and contributions shall be made only for actual years of service as a Plymouth Township full-time command officer, police officer, dispatcher or PSA. New full-time employees will become participants under the Pension Plan on the date of hire. Unit members shall pay the initial 2.0% of salary contributions necessary to fund the Plan. The Employer shall then be responsible for future contributions to the Plan (subject to above) up to 13.5% of payroll as defined by MERS (excludes bonuses, sick time payouts and benefit opt outs). Should the actuarially determined cost of this Plan exceed 15.5%, unit members will be responsible for additional contributions up to a total contribution of 7.0%. Employee contributions shall not exceed 7.0% of MERS payroll, the Employer remaining responsible for funding any actuarially determined costs that exceed 20.5% of payroll. All employee contributions shall be made by payroll deduction. The parties agree that there shall be no duty to bargain any improvements to the MERS defined benefit plan and that negotiations to such an extent shall be deemed a permissive subject of bargaining from the date of this Agreement through the contract year expiring December 31, 2014.

ARTICLE XXXVII
GRIEVANCE AND ARBITRATION

37.1: 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.

37.2: A grievance shall be processed on the attached form.

37.3: 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:

- 37.4: Step 1. Submitting the grievance on the Grievance Form to the Chief who shall have five (5) business days to render a decision.
- 37.5: Step 2. In the event that the decision rendered in Step 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 1 to the Township Supervisor. The Township Supervisor shall then render a decision within ten (10) business days after receiving the appeal.
- 37.6: 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.
- 37.7: 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.
- 37.8: Any grievance which arose prior to the effective date of this Collective Bargaining Agreement shall not be processed.
- 37.9: Any agreement between the Township and the Union representatives is binding on all workers affected and cannot be changed by any individual.
- 37.10: In no event shall an individual be permitted to invoke arbitration under the Agreement; only the Union and management may invoke arbitration.
- 37.11: In the event that the grievance is not settled in accordance with Section 38.5, 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 41.5 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.

37.12: The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined herein. 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.

37.13: 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.

37.14: 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.

37.15: There shall be no appeal from the Arbitrator's decision if within the scope of this 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 XXXVIII SEVERABILITY AND SAVINGS

38.1: 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.

38.2: 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 XXXIX
TWELVE HOUR SHIFTS

39.1: WORK CYCLE. For the purpose of a 12 hour work schedule, the length of the work cycle for police officers will be a 14-day pay period, beginning on Monday and ending on Sunday for two (2) consecutive weeks.

39.2: WORK SCHEDULE. Police officers will work two (2) 12-hour shifts in one of seven (7) days weeks of the work cycle and five (5) 12-hours 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 the 14-days work cycle.

39.3 OVERTIME. Employees who work the 12-hours 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.

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

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

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

39.7 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 Article.

39.8 LENGTH OF AGREEMENT. The 12-hour schedule shall be in effect from year to year but may be terminated by either party giving written notice to the other of intent to terminate. In such case, the termination date of the 12 hour work schedule shall be one year from the date of said written notice.

39.9 SUPPLEMENTAL SICK BANK. Sergeants shall earn supplemental sick leave bank time in accordance with the eight (8) hours per month schedule provided in paragraph 21.9 of the Agreement.

ARTICLE XL
EXTENSION

40.1: 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 XLI
DURATION OF AGREEMENT

41.1: 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, 2008 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, renegotiate, 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 XLII
SUCCESSOR'S CLAUSE

42.1: 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 7th day of November, 2005.

The parties agree that the Collective Bargaining Agreement between the Charter Township of Plymouth and the Command Officers Association of Michigan, effective January 1, 2005, shall remain in full force and effect through December 31, 2008.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

CHARTER TOWNSHIP OF PLYMOUTH

Tom Griffin 11-4-05
Tom Griffin
Business Agent

Richard M. Reaume 11-4-05
Richard Reaume
Township Supervisor

Steve Rapson 11-4-05
Steve Rapson
President

Marilyn Massengill
Marilyn Massengill
Township Clerk

TRADING OF DAYS AGREEMENT

The Police Chiefs authorization for all instances of trading days is require:

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 COAM 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 Trade)

CHARTER TOWNSHIP OF PLYMOUTH DRUG TESTING POLICY

I. Purpose

The Charter Township of Plymouth and the Command Officers Association of Michigan (COAM) 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-today responsibilities 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. 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.
- F. 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 the 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. Procedure/Rules

A. Prohibited Activity

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

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any employee 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 policy shall be in accordance with the department's rules and regulations, policies and procedures and the current collective bargaining agreement. When there is reasonable suspicion that an employee is in violation of the policy, the employee may be ordered to take a drug test. If the drug test is positive, the employee 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, or Police Service Aide shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicant 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 Employee Drug Testing: All probationary recruit officers shall be required as a condition of employment to participate in any unannounced drug test 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. Employees shall be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below.
 2. The Chief of Police may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
 3. The Chief of Police may order an officer to take a drug test upon documented reasonable suspicion 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.
 4. A drug test will be administered as part of any promotional medical examination required by this department.
 5. 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. 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 departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each Employee to be tested before the Employee enters the testing area.
3. In order to prevent a false positive test result, a pretest interview shall be conducted by testing personnel to ascertain and document the Employee's 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 employee divulges 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. Authorized testing personnel shall search the testing area before an Employee enters it to produce a urine sample, and document that it is free of any foreign substances.
5. Where the Employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Employee shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation., however, the employee 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 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 employee 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, initialed by the Employee and laboratory technician, and checked against the identity of the employee to ensure the results match the test 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.

E. 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 qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

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

*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	**Benzoylcegonine
+ 25ng/ml if immunoassay-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. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Employee's personnel file upon the Employee's request.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

F. 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 stored until all legal disputes are settled.

G. Drug -Test Results

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

H. Procedures for Implementation of the Last Chance Agreement

1. At the discretion of the Chief of Police, the last chance agreement may also be offered to any Officer whose drug test has been confirmed positive by the Medical Review Officer. This does not apply to a person seeking voluntary rehabilitation under Paragraph F above who shall be given a last chance agreement as described herein.
2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.
3. An Employee must attend an employee assistance program and/or an authorized rehabilitation source.
4. Employee must sign a form releasing any and all information to management as may be requested.
5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. Employee 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.
7. Employee may be allowed to use sick time or any other accrued paid time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the Employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated if a violation of any portion of this program occurs at any time during its enforcement term.
11. Employee must be advised that the employee 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 order 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 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 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 employees 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 the Employer from any and all claims, if any, relating thereto. The Employer shall release and discharge the Union and Officer 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 _____ releases 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 Plymouth and the Police Officers Association of Michigan.

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 _____ 2005.

OFFICER

TOWNSHIP SUPERVISOR

UNION REPRESENTATIVE

POLICE CHIEF

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

WHEREAS, the Charter Township of Plymouth (hereafter “the Township”) and the Command Officers Association of Michigan (hereafter “the Union”) have negotiated over a new collective bargaining agreement effective January 1, 2005 through December 31, 2008;

WHEREAS, the Union has ratified a tentative agreement reached by the parties on October 14, 2005;

WHEREAS, on October 25, 2005, the Township Board of Trustees also ratified the tentative agreement;

WHEREAS, part of the parties’ tentative agreement involved the establishment of a MERS defined benefit pension plan once certain conditions have been met;

WHEREAS, part of the parties’ tentative agreement involved the inclusion of two non-bargaining unit police positions in the MERS defined benefit pension plan to be established, to the extent permitted by law and by MERS;

WHEREAS, it is in the parties’ best interests to memorialize their agreement in this matter;

THEREFORE, the parties agree as follows:

- 1.) To the extent permitted by law and by MERS, the Union has no objection to the Township including the two non-bargaining unit positions of police lieutenant (Patrol Lieutenant and Administrative Lieutenant) in a MERS defined benefit plan that may be established in accordance with the parties’ tentative agreement.
- 2.) In order to be included in the MERS defined benefit plan, the individuals in the position of police lieutenant must agree to irrevocably transfer all funds in the Township’s current defined contribution plan attributable to the lieutenants (whether through Township contributions on the lieutenants’ behalf or through contributions made by the lieutenants themselves) into MERS for purposes of partially funding the defined benefit plan.

- 3.) In order to be included in the MERS defined benefit plan, the police lieutenants will be subject to the same terms and conditions as bargaining unit members regarding contributions necessary to fund the plan.

For the Union:

By: Steve Popson

Its: President

Dated: 11.4.05

For the Township:

By: Marilyn Massengill Richard M. Payne

Its: Clerk SUPERVISOR

Dated: 11-4-05 11.4.05

Plymouth/Command – Letter of Understanding (COAM)

Name		Seniority in Rank	Departmental Seniority
Rapson	Steven	7/2/1990	6/16/1986
Jarvis	James	10/19/1990	6/17/1985
Felts	Jeff	1/1/1997	4/1/1991
Wilson	Dennis	11/3/1997	8/17/1985
Brothers	Jon	4/28/2003	1/13/1997
Lauria	Kevin	4/28/2003	10/1/1990
Anderson Smith	Eric	5/24/2004	1/14/1988

Retirement Seniority		
Jarvis	James	6/17/1985
Wilson	Dennis	10/19/1985
Rapson	Steven	6/16/1986
Anderson Smith	Eric	4/11/1989
Lauria	Kevin	10/1/1990
Felts	Jeff	4/1/1991
Brothers	Jon	1/13/1997