

AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF CLINTON
AND
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN
AS EXCLUSIVE BARGAINING AGENT FOR THE
LOCAL ASSOCIATION
CLINTON
TOWNSHIP POLICE DISPATCHERS

Effective April 1, 2006 to March 31, 2010

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AGREEMENT

THIS AGREEMENT entered into the _____ day of February, 2008, between the Charter Township of Clinton, a Michigan Municipal Corporation, hereinafter referred to as the "Township", and the Police Officers Association of Michigan (POAM), hereinafter referred to as the Association, as exclusive bargaining agent for the Local Association of the Clinton Township Police Dispatchers, hereinafter referred to as Employee and/or Local Association.

WITNESSETH:

WHEREAS, the parties hereto in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms in respect to rates of pay, wages, hours of employment, or other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Charter Township of Clinton, in its capacity as Employer, the employees, the Association, and the citizens of the Charter Township of Clinton.

1.2: The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in establishing proper services to the community.

1.3: To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE II RECOGNITION

2.1: The Township recognizes the Police Officers Association of Michigan (POAM) as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of the State of Michigan for 1947, as amended by Act 379 of the Public Acts of the State of Michigan for 1965, as amended, for all Police Dispatchers within said Department.

2.2: The Township will not interfere with, discourage, restrain, or coerce police dispatchers in the Association from engaging in any lawful activities therein.

2.3: The Township will negotiate with the Association on items relating to rates of pay, wages, hours, conditions of employment and fringe benefits, including incentives for education.

2.4: It is agreed between the parties hereto that the cost of negotiation, execution, administration, and enforcement of this Agreement is fairly reflective of an employee's regular monthly membership dues that are paid by members of the Association, and therefore the parties adopt the philosophy of including the "agency shop" principle in this agreement.

2.5: All employees, therefore, within the bargaining unit, shall sign a written authorization with the Township to have deducted from wages, and paid to the Association a sum equal to the monthly membership dues as shall from time to time be promulgated by the Association membership and published by the officers. Employees who fail to comply with this requirement within thirty (30) days from the first date of their employment shall be discharged by the Township. The return of said deductions by the Township to the association shall be made at a time agreeable to the parties hereto, which shall be reasonable with the operations of the payroll department and the office of the Treasurer.

2.6: However, if at any time during the continuance of this Agreement, the "agency shop" principle, as outlined above, is declared illegal by any court of record in the State of Michigan, then and in that event the Township may refuse to deduct such payroll deduction, and any employee who wishes to continue on a voluntary basis may do so, and the Township shall process such voluntary contributions.

ARTICLE III REPRESENTATION

3.1: The Association shall be represented in all negotiations by the local president or his designated representative and a committee of the Local Association, the total not to exceed three (3). The Township shall negotiate with those representatives as herein provided:

3.2: If the bargaining committee of the Association so requires, the department shall permit one (1) on-duty dispatcher to negotiate a working agreement without loss of benefits, upon approval of the Chief of Police and/or Operations Captain, depending upon the manpower situation at the time.

3.3: The president of the Local Association or an alternate may be allowed time off without loss of benefits to conduct such Association business as is necessary, including his participation in grievance procedures up to three (3) hours per week; provided, however, for regularly scheduled business, a forty-eight (48) hour notice shall be given to the Chief of Police and/or Operations Captain, and such notice shall be given as soon as possible for non-scheduled business.

3.4: The Local Association President, with the approval of the Police Chief and or Operations Captain, will be allowed to attend State and National Association meetings and conferences, not to exceed five (5) days per contract year, without loss of pay. Notice of intent to attend these meetings will be provided to the Chief of Police and the Operations Captain in advance of the affected work schedule's preparation or two weeks, whichever is earlier.

3.5: The Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Township pertaining to a specific grievance, at reasonable and mutually agreed upon times.

3.6: Authorized representatives of the POAM shall be permitted to visit the operation of the Employer during working hours to talk with employees in the Local Association, and/or representatives of the Employer concerning matters covered by this collective bargaining agreement, without interfering with the progress of the work force.

ARTICLE IV GRIEVANCE PROCEDURE

4.1: The informal resolution of grievances is urged and encouraged to be resolved at the lowest possible level of supervision for which this grievance procedure is established. Whenever the words "fifteen (15)" days are used in this article they shall be defined to be fifteen (15) working days exclusive of holidays, Saturdays and Sundays.

4.2: A grievance is defined to be any difference that may arise between the parties relative to:

Any matter involving an alleged violation of any other provisions of this agreement or of Act 246 of 1965 as amended.

1. Matters relating to rate of pay.
2. Matters relating to wages.
3. Matters relating to hours of employment.
4. Matters relating to conditions of employment as set forth in this contract and those matters of health, safety and general welfare of employment not necessarily provided for in this contract.

4.3: Every police dispatcher covered by this Agreement shall have the right to present grievances in accordance with the following procedures.

4.4: Internal Procedures. STEP 1: If either police dispatcher or the Association feels they or it have been aggrieved, they shall discuss the grievance with their immediate supervisor and the Local President or a designated representative of the Local President.

If the grievance is not satisfactorily resolved in this manner, the Local President or a designated representative of the Local President shall file the grievance in writing within fifteen (15) days with the Police Dispatcher's or the Association's immediate supervisor, or if not available, to the next ranking officer in charge who shall answer the grievance in writing within fifteen (15) days of its receipt.

4.5: STEP 2: If a satisfactory settlement is not reached in Step One, the grievance shall be submitted in written form within fifteen (15) days to the Captain in charge of the Operations Division for review, who shall reply in writing within fifteen (15) days from receipt of the grievance.

4.6: STEP 3: If a satisfactory settlement is not reached in Step Two, the grievance shall be submitted in written form within fifteen (15) days to the Chief of Police for review, who shall reply in writing within fifteen (15) days from receipt of the grievance. A meeting between the Chief of Police and the Local President or a designated representative of the Local President shall be held to discuss the grievance during and within the aforesaid fifteen (15) day period.

4.7: STEP 4: If a satisfactory settlement is not reached in Step Three, the grievance shall be submitted in written form within fifteen (15) days to the Clinton Township Human Resources Director which shall meet with the Association representative within fifteen (15) days.

4.8: After having met with the Association, the Township Human Resources Director has fifteen (15) days to submit their answer in writing to the Association.

4.9: STEP 5: If a satisfactory settlement is not reached in Step Four, the moving party can either proceed to binding arbitration as set forth below or petition the Township Civil Service for a hearing; provided, however, that once the election is made by the moving party, they forfeit the right to withdraw that election and proceed on the other remedy.

4.10: Arbitration. The party that requests arbitration of an unsettled grievance shall notify the other party in writing of such desire for arbitration. After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period that is mutually agreed upon, the moving party shall submit the matter to the American Arbitration Association requesting that an arbitrator be selected with their assistance, and under the rules of the American Arbitration Association, or if mutually agreed upon the moving party may submit the matter to Federal Mediation and Conciliation Service.

4.11: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties.

- 4.12: The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates unless it is provided for in this Agreement.
- 4.13: The arbitrator shall have no power to provide agreements for the parties in those cases where, in this Agreement, they have agreed that further negotiations should occur to cover the matter in dispute.
- 4.14: The arbitrator shall have no power or authority to rule on the discharge of any probationary employee. In case of discharge, if the Civil Service forum is chosen, the Association shall represent probationary employees through the Civil Service Board level under Act 246.
- 4.15: In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 4.16: The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing; and, the award under no circumstances shall be based in whole or part or contain a reference to statutes; decisions, regulations or other extra contract materials not specifically incorporated in this Agreement.
- 4.17: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.
- 4.18: There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees, and the Township, on those matters within the jurisdiction of the arbitrator.
- 4.19: Civil Service Hearing: Any unresolved grievances having not been submitted to the American Arbitration Association may be submitted to the Civil Service Commission. Said Commission will be in compliance with Act No. 246 of the Public Acts of the State of Michigan for 1965, as amended.
- 4.20: The moving party herein will not be allowed to submit unresolved grievances to both the American Arbitration Association/Federal Mediation and Conciliation Service and the Civil Service Commission. The submission of the unresolved grievance to either the American Arbitration Association or the Civil Service Commission will preempt the moving party from submitting the unresolved grievance to the body that the grievance has not been submitted to.
- 4.21: Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of grievance procedure by the Association.
- 4.22: All employees shall have the right to be present and be represented by the Local President or member of the committee, and/or an attorney at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Association of

any disciplinary action taken against any employee, which may result in official entries being added to their personnel file.

4.23: It shall be the firm policy of the Employer to assure to its employees and to the Association an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status. To this end, the Employer and the Association recognize that if their designated representative fails to comply with the procedures and time limits set forth in any of the grievance steps as provided above, then and in that event, the grievance shall automatically be settled in the favor of the opposite party to the party who violated the time limits. However, the time limits of the grievance steps may be extended upon the mutual written agreement of the Association and the Employer.

ARTICLE V ESTABLISHMENT OF POSITIONS AND PROMOTIONS

5.1: The provisions of Act No. 246 of the Public Acts of the State of Michigan for 1965, as amended, are adopted by reference as if fully stated herein, except the parties agree to the establishment of the positions of one (1) Radio Room Leader and three (3) Shift Leaders.

The Radio Room Leader will have the responsibility of overseeing the overall operation of the radio room. The duties of the Radio Room Leader have been established through department policy contained in the job description section of the department rules and regulations entitled Radio Room Leader. The Shift Leader will have the responsibility of assisting the Radio Room Leader with the day-to-day operation of the radio room. One (1) Shift Leader shall be assigned to each of the three (3) shifts. The duties of the Shift Leader have been established through department policy contained in the job description section of the department rules and regulations entitled Radio Room Leader.

5.2: Radio Room Leader specific issues.

A. Manpower.

1. The Radio Room Leader will work normal Day Shift dispatcher hours, which are 0645 hours to 1500 hours, Monday thru Friday. These hours may be flexed as the need arises, to meet the duties and responsibilities of the position. The Operations Captain or designee must approve flexing of hours.
2. If a regularly scheduled Day Shift dispatcher calls in sick on a day that the Radio Room Leader is working, and the Radio Room Leader does not have any prior engagements, meetings, training, or other prescheduled work related matter as approved by the Operations Captain and indicated in the time book,

the Radio Room Leader will fill in and cover that dispatcher's duties for the day and be counted as dispatch manpower.

B. Overtime.

1. The Radio Room Leader will be offered full eight (8) hour shifts of overtime after all available dispatchers have been asked and refused the shift. The Radio Room Leader shall then be offered the eight (8) hour shift.
2. With regards to hold over overtime and come-in early overtime (four (4) hour segments), this is the procedure. All affected Day Shift dispatch personnel will be offered the four (4) hours, if no Day shift dispatcher accepts the four (4) hours, it will then be offered to the Radio Room Leader prior to a Day Shift dispatcher being ordered to hold over/come in early. If the Radio Room Leader does not accept the four (4) hours, then the Day Shift dispatcher will be ordered in accordance to the Over-time Book.

C. Holidays.

If a holiday falls on the Radio Room Leader's regularly scheduled work day, the Radio Room Leader will be required to work a full day unless he is authorized to use a vacation or personal leave day. If a holiday falls on a regularly scheduled day off, he/she shall not receive compensation beyond that provided in section 7.1 of this agreement.

5.3: Shift Leader Specific Issues. For the purpose of schedules, regardless of the seniority of the dispatchers, the Shift Leader will be the first person to indicate their requested days off on their assigned shifts.

Vacation selections will be approved strictly on the basis of Departmental seniority.

Shift Leaders will select their shifts the same time as the dispatchers. The three shift leaders will pick based upon Shift Leader seniority.

ARTICLE VI SENIORITY AND PROBATIONARY PERIOD

6.1: Probationary period shall be twelve (12) months of continuous work from the date of hire, and seniority shall be retroactive after the completion of a successful probationary period and shall commence with the first day the employee starts work. During said twelve (12) month period the employee shall be allowed a total of twelve (12) days off, however, he shall be charged for the same.

6.2: A probationary Police Dispatcher shall not be on duty by himself/herself or themselves.

6.3: Where employees have the same seniority date, the employee with the highest test score on his/her written civil service test shall be considered to have the greater seniority for the selection of benefits under this contract.

ARTICLE VII
HOLIDAY PAY

7.1: All dispatchers shall receive a lump sum payment in the last pay period of November, each year, for thirteen (13) holidays. The said holidays are:

New Years Day – Traditional
Washington’s Birthday – Traditional
Lincoln’s Birthday – Traditional
Good Friday – Observed
Easter – Observed
Memorial Day – Observed
4th of July – Traditional
Labor Day – Observed
Veteran’s Day –Traditional
Thanksgiving – Observed
Christmas Eve – Traditional
Christmas Day – Traditional
New Years Eve – Traditional

In addition to the above payment, all employees who work any of the said holidays shall receive an extra day’s pay based on their base salary for each holiday worked and that extra day’s pay shall be included in their regular scheduled paycheck covering the pay period which the holiday or holidays occurred.

7.2: Fair Distributing of Holidays. Holidays shall be assigned by offering the holiday to members within their respected shifts, on the basis of those with the fewest holidays worked are given the opportunity to work first. The holidays worked count shall begin with Christmas Eve and end with the following Thanksgiving. If they refuse, they are charged with the day just as if they actually worked. When the number of holidays worked are equal, seniority shall prevail and the senior members shall be offered the holiday first. If it is impossible to fill the holiday assignment with volunteers then the member with the lowest amount of holidays worked shall be ordered first. In this case where the holidays worked are equal, the lowest seniority member shall be ordered first.

ARTICLE VIII
OVERTIME PAY, OFF-DUTY PAY AND EMERGENCY PAY

8.1: Members who are required to work more than eight (8) hours on their regular scheduled shift or required to work on any scheduled day off shall be compensated at the overtime rate of one and one-half (1-1/2) times the hourly rate during the shift they worked overtime. Members on vacation shall not be considered for any call back or call in unless it is an emergency call-out, then they shall be paid at twice (2x) their normal hourly shift rate.

8.2: Overtime shall be computed in fifteen (15) minute increments as listed below:

5 minutes to 15 minutes equals 15 minutes
16 minutes to 30 minutes equals 30 minutes
31 minutes to 45 minutes equals 45 minutes
46 minutes to 60 minutes equals 1 hour

8.3: Overtime Distribution.

- A. Overtime shall be allotted as follows: at the beginning of each fiscal year those dispatchers interested in working overtime will be placed on an overtime list by seniority. When overtime is necessary the following procedure will be used:
 - 1. Dispatchers who are members of the affected shift will be called by number of hours; if off duty.
 - 2. If none are available, any dispatcher from any shift shall be called by number of hours.
 - 3. If no off duty dispatchers are available, then overtime shall be offered to existing or oncoming shifts by number of hours, in compliance with the maximum allowable twelve (12) continuous hour policy.
- B. Each dispatcher, to whom an attempt was made regardless of response, contact, or non-contact, will be charged with the amount of hours that were available. The above format will be followed until the end of the fiscal year. In the event of more than one person having equal amounts of charged hours, seniority shall prevail. Seniority shall prevail until such time the dispatchers have been given the opportunity to work the number of hours charged shall determine the order dispatchers are called. A dispatcher with the least number of hours charged shall be called first.
- C. Amounts of four (4) hours or less may be offered to existing or oncoming shifts, without contacting dispatchers who are off, but above format must still be followed.

- D. Dispatchers who do not request to be placed on the overtime list shall not be held over for more than two (2) hours, unless all dispatchers on the overtime list are called using the above procedure, or ordered to work overtime when scheduled off unless it is an extreme emergency.

8.4: Court Time. When members appear in any court, administrative hearings, morgue assignments, et cetera, on their time off, they shall be paid at the overtime rate of one and one-half (1-1/2) times their normal base hourly rate for all hours spent on such assignments with a minimum of two (2) hours for each appearance provided it resulted from their work as a Dispatcher.

8.5: Mandatory Training Time. Members may be required to attend training sessions during their regular scheduled shifts or during their scheduled off days provided they are compensated at the rate of time and one-half (1-1/2) their normal hourly shift rate for a minimum of three (3) hours for any sessions attended during scheduled time off. Members on vacation shall not be required to attend any training sessions.

8.6: Extra Pay For Female Dispatcher. The parties hereto agree that if a female dispatcher acts as a matron or searches prisoners during an eight (8) hour duty, then she would be paid one (1) additional hour at the rate of one and one-half (1-1/2) times her regular base hourly rate. Additionally, if the female dispatcher worked beyond an eight (8) hour period and has to search or act as a matron during any four (4) hour period, then she will be given an additional one-half (1/2) hour at time and one-half. Also, if the female dispatcher is asked to act as a matron and has to leave the station, then the additional hour or one-half hour as recited above will also be implemented.

8.7: Extra Pay for Interpretation Duties. The parties hereto agree that if a dispatcher acts as an interpreter, outside of the dispatch room, during an eight (8) hour period, then they will be paid one (1) additional hour at the rate of one and one-half (1-1/2) times their regular base hourly rate.

8.8: Compensatory Time.

A. Compensatory time shall be accumulated as follows:

1. No more than one hundred and twenty (120) hours of compensatory time will be allowed on the books at any given time.
2. No more than a total of one hundred-sixty (160) hours are to be taken in any Contract year.
3. The one hundred-twenty (120) and one hundred-sixty (160) hours respectively are for each individual.

- B. Compensatory time shall be used as follows:
1. Compensatory time is to be used only when manpower permits, with the approval of the shift or bureau commander.
 2. Compensatory time may be used by itself or in conjunction with vacation or leave days.
 3. Manpower permitting, there shall be no limit on compensatory time taken.

Payment for Compensatory. Upon separation from service, dispatchers shall be paid for all their accrued compensatory time. In the event the separation is due to the dispatcher's death, the payment for accrued compensatory time shall be paid to the dispatcher's estate or legal representative or to their immediate family as provided by law. When compensatory time is paid in a lump sum a maximum of eighty (80) hours of such time will be counted towards an employee's final compensation to be used in the calculation of his/her pension.

8.8: Probationary employees in the dispatching unit shall not be eligible for overtime.

ARTICLE IX VACATIONS

9.1: Vacation days shall be granted after six (6) months of probationary employment has been completed, and at that time, the computation for vacation days reverts back to date of initial employment. All vacation days shall be earned and accumulated on a monthly basis at the following rates:

9.2: During the term of this Agreement, members with less than six (6) years shall earn one and one-sixth (1-1/6) days per month. Members with six (6) years through twelve (12) years shall earn one and three-quarters (1-3/4) days per month, and over twelve (12) years of service shall earn two (2) days per month.

Start – 5 years: 1-1/6 days per month or 14 days per year

6 – 12 years: 1-3/4 days per month or 21 days per year

13 years or more: 2 days per month or 24 days per year

9.3: The annual vacation season shall be divided into a summer and winter vacation period. The summer vacation period shall be from May 1st through October 31st. The winter vacation period shall be from November 1st through April 30th. The actual date(s) may change from year to year due to schedules, but the summer and winter periods will mirror the schedules dictated by Work Assignments as set up in Article XXXII. The Radio Room Leader will see to it that the vacation picks are collected.

9.4: Vacations shall be selected by the following procedures:

- A. The Radio Room Leader shall provide blank calendars covering the months in the given vacation period to each shift. For the summer vacation period, the calendars shall be distributed on March 1st, and will be collected by the Radio Room Leader on March 31st. For the winter vacation period, the calendars shall be distributed on September 1st, and will be collected on September 30th.
- B. The highest seniority member will have the opportunity to write their vacation on the calendar first, then the most senior, et cetera, until everyone eligible has been given an opportunity to select a vacation period which can be as few as one (1) day to a maximum of twenty one (21) days in each selection.
- C. After the completion of the first selection, the second selection will be made by the same procedure as the first selection.
- D. A limit of no more than one (1) member on any shift will be allowed on vacation in the same period.

9.5: Upon separation from service, members shall be paid for all their accrued vacation days. In the event the separation is due to the member's death, the payment for accrued vacation days shall be paid to the member's estate or legal representative or to their immediate family as provided by law.

9.6: Thirty (30) days is maximum number of days which may be carried forward from one contract year to the next. Vacation days in excess of thirty (30) days shall be forfeited at the end of the contract year.

9.7: A vacation selection during the Christmas Eve/Christmas Day, New Year's Eve/New Year's Day period shall not extend through both of the Christmas and New Years holidays.

ARTICLE X
SICK LEAVE AND LONG-TERM/SHORT TERM DISABILITY

10.1: Sick leave shall be charged for the exact amount of time the employee is absent.

10.2: One (1) sick leave day per year may be used as a personal day in addition the personal business leave days granted in Article XIII of this Agreement upon approval of the Shift Commander.

10.3: Sick Leave shall not be considered as a privilege which a Dispatcher may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of the

Dispatcher. Serious illness of a husband, wife or child shall warrant use of sick leave by the dispatcher after arrangements have been made with his or her immediate superior. When a Dispatcher's absence is for more than three (3) continuous work days, the Dispatcher may be required to file a physician's certificate to verify the injury or illness which prevented the Dispatcher from working. The Chief or his/her designee may also require such a physician's certificate from any employee whenever the Dispatcher's pattern of sick leave absences indicates the possibility of sick leave abuse. Dispatcher's who fail to file a physician's certificate under this policy may not be paid for sick leave absences involved. Dispatchers who exhibit sick leave absences that indicate a pattern of abuse who fail to provide a physician's certificate may also be subject to disciplinary action.

10.4: For the remainder of Article X, sick days earned prior to August 1, 1990 shall be referred to as "bank sick days" and sick days being earned after that date shall be referred to as "current sick days". Fifty percent (50%) of accumulated sick leave, regardless of type, shall be paid in the case of retirement or payment to beneficiaries in the event of death, or if the dispatcher leaves the employment of the Township for any reason provided, however, that the dispatcher has at least five (5) years with the department.

10.5: A probationary dispatcher shall not be entitled to the long term/short term disability benefits hereunder until he/she is appointed or designated as a regular dispatcher.

However, the probationary dispatcher shall be immediately given one (1) current sick day as he/she reports for work and then, for each major portion of a month worked, he/she would earn one (1) current sick day per month. This accumulation shall continue until the probationary dispatcher becomes a regular dispatcher and then continues until the following April 1. At this time the dispatcher's current sick days will be adjusted and he/she shall be given twelve (12) current sick days at the commencement of the contract year in the same manner that the regular dispatchers have their current sick days adjusted and/or paid.

10.6: The parties agree that the Township shall provide the regular dispatchers with short term/long term disability benefits in accord with the benefits of the Insurance Policy and Summary Plan Description in the Human Resources Office except as modified by this collective bargaining agreement.

10.7: Each regular dispatcher will be credited with twelve (12) current sick days. Each April 1st thereafter, each regular dispatcher will be credited with twelve (12) current sick days. Any current sick days in excess of twenty (20) current sick days at the end of each contract year shall be paid for in the first pay following the end of the contract year in which said days exceeded twenty (20) at the rate of one-half (1/2) of base pay for such days. The last day of the contract year in which the excess was accumulated will determine the value of the base pay per day.

10.8: If a regular dispatcher becomes disabled and entitled to the benefits of the disability plan, he/she shall have the option of first using sick days and/or bank sick days, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the said dispatcher applies for the short term disability plan benefits, he/she shall not have the right to draw on sick days, personal days, or vacation days for any injury or illness arising out of the same cause for which the disability benefit originated. However, at the conclusion of the short term disability and before the commencement of the long term disability, the dispatcher again shall have the option of using sick days and/or bank sick days, personal days, and vacation days before applying for long term disability benefits.

10.9: Once a regular dispatcher qualifies for disability benefits under the short term/long term policy, the Township shall maintain and provide the said dispatcher's hospital, medical, life, dental, and optical for up to twelve months. This insurance shall provide the same benefits as the collective bargaining group is receiving. The times mentioned herein shall not diminish the length of time the Township is required to supply COBRA benefits, it being the understanding of the parties that the COBRA benefits will be available to the dispatchers and commences once the Employer ceases to provide the insurance benefits.

10.10: Once a regular dispatcher is on long term disability for a period of six (6) months, then that dispatcher shall no longer be an employee of Clinton Township regardless of the fact that there are sick days, personal days, and vacation days not used. This provision does not prevent the dispatcher from requesting a leave of absence from the Township before going on long term disability, with the further provision that such leave of absence shall not exceed a maximum period of six (6) months.

10.11: Upon termination, the dispatcher will be reimbursed for each bank or current sick day at the rate of one-half (1/2) of the base rate per day for that employee, and the vacation days will be paid at the base rate of pay per day in effect at the time the long term disability was applied for.

10.12: If the regular dispatcher can return to work within the six (6) months long term disability period, then he/she shall be guaranteed the automatic return to his/her job, providing the returning dispatcher must be able to prove that he/she has sufficiently recovered from his/her disability to the point that he/she can perform his/her duties if requested by management.

If the employee can return to work between the period from six (6) months to eighteen (18) months of being on long term disability, the dispatcher shall have a "preference rating" for the next dispatcher job available, provided he/she is able to prove that he/she has sufficiently recovered from his/her disability to the point that he/she can perform his/her duties if requested by management.

If the employee stays on long term disability for a period in excess of eighteen (18) months, or does not present himself/herself for the same employment within

eighteen (18) months of commencement of long term disability, then and in that event the employee loses all seniority and is treated in all respects as a new employee if he/she desires to return to work.

10.13: The parties hereto agree that this Article is separate and distinct from the leave provisions of Article XIX.

ARTICLE XI FUNERAL LEAVE

11.1: In the event of death in the immediate family of a dispatcher, he/she shall be entitled when so required to necessary leave time with regular pay to arrange for and attend the funeral and burial. Immediate family shall be deemed to be: husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, step-father, stepmother, grandchild and stepchild. Dispatchers shall be entitled to one (1) day with pay when so required in the event of death of aunt, uncle, niece, nephew, brother-in-law and sister-in-law to attend funeral services.

ARTICLE XII SHOW UP TIME

12.1: Dispatchers who are required to report for duty fifteen (15) minutes prior to the start of their shifts, in order to insure the continuity of police communications operations shall receive a lump sum payment of two (2%) percent of their base salary per contract year, prorated and payable on the first pay period following the completion of the contract year.

12.2: Any dispatcher who is denied payment for failure to report for the fifteen (15) minutes shall have one day's show-up time deducted for each day that he or she failed to report for show-up time. The one day rate shall be determined by establishing two (2%) of the dispatcher's base pay and then divide the same by twelve (12) to establish a monthly rate and divide again by Thirty (30) to establish the day rate for that individual.

ARTICLE XIII PERSONAL BUSINESS LEAVE

13.1: Each full time employee shall be entitled to three (3) personal business days per contract year which shall not be deducted from sick leave. Personal business days will be granted upon the approval of the Shift Commander, however approval of any request for personal business leave submitted at least forty-eight (48) hours in advance shall not be unreasonably withheld.

13.2: Personal business days not used during the year may be converted over to vacation days, hour for hour, and carried forward to the following year, or be converted to cash at the rate of seventy-five (75%) percent of the value of the days being converted. Request to convert personal business leave to vacation time or cash shall be made no later than February 28 each year. The request form will be provided by the Township or the Department with enough time for employees to meet the February 28 deadline.

ARTICLE XIV HOSPITALIZATION PLAN

14.1 The Township shall provide and pay for hospital, medical, and surgical insurance for each Employee and his/her legal dependents upon receipt of written election from the Employee to accept such benefits provided by the terms of the policies during open enrollment periods.

Eligible employees may choose, during the Township's open enrollment period, one of the following health insurance plans:

- (A) Blue Cross/Blue Shield Traditional, #16189-009, \$5/\$10 RX, HC (Appendix E)
- (B) Blue Cross/Blue Shield PPO, #16189-663, \$5/\$10 RX (Appendix F)
- (C) Health Alliance Plan HMO, Group #1-89350A, \$2 RX (Appendix G)
- (D) Blue Care Network, #00157989, \$2 RX (Appendix H)
- (E) Blue Cross/Blue Shield Community Blue Option 1, #16189-671, \$10/\$20 RX, CB-MH 20%, HC (Appendix I)

The hospitalization insurance program set forth in Option E above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Options A through D above shall pay the difference between the premium rate of Option E and the premium rate of the their selected Option, if any.

The members agree to participate in the Preferred Pharmacy Plan offered by Blue Cross-Blue Shield.

14.2 Employees who are covered by another hospital/medical insurance plan may elect to receive one hundred dollars (\$100) per pay period in lieu of participation in the Clinton Township hospital/medical insurance plan. Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix "B" attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix "C".

14.3 The Township shall provide and assume the full cost of hospitalization insurance for retired dispatchers, their spouse and any minor dependent children. The coverage shall be the same as that provided to dispatchers in 14.1 above with the

exception of the IMB-OB rider or a comparable policy may be designated from time to time which provides equal insurance benefits. If the retiree and/or his/her spouse qualifies for Federal Medicare benefits and the retiree enrolls in Parts A and B, then the Township shall provide a Blue Cross M-65 Policy or the equivalent that supplements the Medicare Program. Once a retiree qualifies for and is enrolled in Medicare, the retiree must enroll in the Blue Cross/Blue Shield traditional plan.

14.4 In those cases where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependent on the health insurance policy and the other person shall elect the cash payment. It shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

ARTICLE XV
DENTAL AND OPTICAL PLANS

15.1: The Township shall provide and pay for a dental plan for the employee and dependents. The plan will be the Delta Dental Preferred Option Plus Plan. This plan includes an orthodontic rider which will cover dependents up to age nineteen (19) years of age with a maximum lifetime benefit of \$1,500. There shall be no deductible and the plan will have a twelve hundred (\$1,200) dollar limit on benefits per person per contract year.

The co-pay provision of the plan will be as shown below.

<u>Class I Benefits</u>	<u>PPO MEMBER DENTIST Delta Dental Pays</u>	<u>NON-PPO DENTIST Delta Dental Pays</u>
Diagnostic Services	100%	100%
Preventive Services	100%	100%
Emergency Palliative Treatment	100%	100%
Radiographs	80%	65%
Oral Surgery	80%	65%
Minor Restorative Services	80%	65%
Periodontics	80%	65%
Endodontics	80%	65%
 <u>Class II Benefits</u>		
Prosthodontics	75%	65%
Major Restorative Services	75%	60%
 <u>Class III Benefits</u>		
Orthodontics (to age 19)	60%	50%

15.2: The Township shall provide a dental plan from Delta Dental Plan of Michigan, covering Class I benefits equal to active employees, for members who retire on or after April 1, 2002, their spouses and any minor dependent children.

15.3: The Township shall provide an optical insurance plan which covers bi-annual eye examinations and the bi-annual purchase and/or replacement of single and multi-corrective lenses (bi and tri-focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children.

Benefits provided are eye examinations, glasses, and contact lenses. Employees and their spouses may purchase such benefits up to a total maximum value of \$450 once every twenty-four consecutive months. Employees' dependent minor children may purchase such benefits up to a total maximum value of \$300 once every twelve consecutive months.

15.4: Effective April 1, 2002, members who retire on or after that date, their spouses, and any minor children shall be afforded the optical insurance benefit described in Section 15.3.

ARTICLE XVI LIFE INSURANCE

16.1: The Charter Township of Clinton shall provide each employee a fifty thousand dollar (\$50,000.00) death benefit life insurance policy with double indemnity in the event of accidental death.

16.2: The dispatchers understand that the life insurance provided by the Township might provide a disability option, and the parties acknowledge that if that option is exercised the life insurance guarantee of fifty thousand dollars (\$50,000.00) will be reduced by the amount of the disability benefit received. The disability benefit will be \$333 per month for a maximum of 60 months.

16.3: The parties hereto agree that the insurance carrier specified in this collective bargaining agreement may be substituted by the Township provided the benefits afforded are equal and the Association approves the substitution.

16.4: It is agreed that upon a normal age and service retirement the employee will be provided with a ten thousand dollar (\$10,000.00) life insurance policy.

ARTICLE XVII
WORKERS COMPENSATION

17.1: Provisions of the worker's compensation laws of the State of Michigan shall apply in all accidents, injuries or illnesses to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury or illness and who is eligible to draw worker's compensation shall be entitled to a supplemental check by the Township for the duration of the recovery not to exceed six (6) months from the occurrence of the injury or illness.

17.2: The supplemental check referred to in Paragraph 17.1 above shall be the difference between the worker's compensation benefit eighty percent (80%) of the employee's base pay at the time of said accident, injury or illness.

17.3: Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for Association dues, and pension contributions shall be deducted at the full annualized biweekly rate.

17.4: The Township agrees that the current policy and practice of providing insurance benefits for up to one year from the date of injury will continue.

ARTICLE XVIII
CLOTHING AND CLEANING

18.1: When a dispatcher first enters the service of Clinton Township, he or she shall be furnished a complete uniform by the Township which is intended to provide the clothing allowance for the first year of service. After the dispatcher has successfully completed his probationary period including his educational courses, then he shall be eligible for a cash clothing allowance when it is next due and payable.

18.2: The first cash allowance that he receives shall be pro-rated to adjust for the first year's service in order that all future clothing allowance will be for the full year in accord with the following paragraph.

18.3: Dispatchers shall receive a Nine Hundred (\$900.00) dollars clothing allowance each year, which payment shall be paid in the first pay in the month of April.

18.4: The Township shall repair or replace all items of personal property broken, damaged or lost in the line of duty, if not through the negligence of the dispatcher. The uniform allowance shall include the cost of alterations, missing buttons, uniform repairs, the sewing on of patches and equipment.

18.5: The parties hereto agree that in the event there is a change in the basic uniform the same would not become effective until the next contract period unless mutually agreed to by the parties.

18.6: If a change is made by the Township, the Township will pay for same.

18.7: The payment for damaged personal property listed above shall not exceed Two Hundred (\$200.00) Dollars.

ARTICLE XIX LEAVE OF ABSENCE

19.1: Educational Leave. Educational leaves of absence shall be granted within the discretion of the Chief of Police for a period of up to one (1) year in order for an dispatcher to attend school on a full-time basis. Upon completion of said leave of absence, the dispatcher shall be returned to permanent duty without loss of seniority, provided there is an opening available and the dispatcher is physically able to perform his or her job. It shall be incumbent and mandatory that a dispatcher on an educational leave shall notify the Township at least one (1) month prior to his or her termination of leave and his or her intent to return to Township employment. His or her failure to so notify the Township will constitute a waiver of the Township's obligation to return the employee to Township employment or active duty. If he or she wishes in the future then to return to the Township he or she will be considered as a new employee applicant for rehire.

19.2: In the event that the Township does not have an opening available when a dispatcher expresses his or her intent to return to active duty after an educational leave, then and in that event the dispatcher will be returned to active duty when the first opening is available. He or she shall be kept reasonably apprized of the status of openings by the Township.

19.3: Seniority will not accumulate during the leave of absence for educational purposes, but seniority will freeze at the time the dispatcher discontinues his or her service with the department to take his or her leave.

19.4: The dispatcher taking an educational leave shall be allowed to maintain his or her benefits in full force and effect during said leave by making appropriate and timely contributions to the Township for his or her insurance benefits and the like. He or she shall not be considered an employee of the Township while he or she is on leave. Rights of maintaining his or her benefits shall exist only for the one (1) – year period.

19.5: Illness (Mental or Physical). A leave for physical or mental illness of a dispatcher may be granted to said dispatcher for a period up to six (6) months upon approval of the Chief of Police for good cause shown and such approval shall not be unreasonably withheld. During this period of time, the dispatcher may use his/her sick leave that he/she has accumulated. Upon completion of said leave of absence the dispatcher or dispatchers shall be returned to permanent duty without loss of seniority which shall accumulate during this period provided the dispatcher or dispatchers are

physically and/or mentally able to perform their duties. The dispatcher who is on mental or physical sick leave for a period of six (6) months shall be allowed to maintain his or her benefits in full force and effect during said leave by making the appropriate contributions to the Township.

19.6: The Township Board may grant an additional six (6) months to any dispatcher who is under a mental or physical leave who cannot return to work during the first six (6) month period under conditions established by the Township Board with respect to the preserving of seniority and the maintenance of benefits and the like. If the dispatcher cannot return to work within one (1) month after the expiration of the year period, then and in that event his or her employment shall terminate. If the dispatcher still expresses the intent to return to his or her job and is not working elsewhere because of the fact that he or she is still under a mental or physical disability, then and in that event for a period of two (2) years following termination he or she shall be maintained at the top of the eligibility list in the event he or she is able to return to work.

19.7: Illness in Immediate Family. A dispatcher may be granted a leave of absence for a prolonged illness in the immediate family. Said leave is restricted to illness with reference to the spouse, children, mother or father of the dispatcher and is based upon the discretion of the Chief of Police and said leave may be granted up to a six (6) month period. No seniority will accumulate during this period of time, but the dispatcher may maintain his/her insurance benefits and the like by paying his or her pro-rata share to the Township.

19.8: General Leave. Employees may be granted a general leave of absence for up to six (6) months with approval of the Chief of Police without loss of seniority already acquired that freezes at that point until he returns to active duty. The dispatcher shall be able to maintain his insurance benefits and the like by paying his pro-rata share to the Township. The Township Board may grant an additional six (6) months general leave, upon written request to the Township Board by the dispatcher. Upon completion of said leave of absence, the dispatcher shall be returned to permanent duty, provided there is an opening available and the dispatcher is physically able to perform his or her job. It shall be incumbent and mandatory that a dispatcher on general leave shall notify the Township at least one (1) month prior to his or her termination of leave and his or her intent to return to Township employment. His or her failure to so notify the Township will constitute a waiver of the Township's obligation to return him or her to active duty. If he or she wishes in the future then to return to the Township, he or she will be considered as a new employee-applicant for rehire.

19.9: In the event that the Township does not have an opening available when a dispatcher expresses his or her intent to return to active duty after a general leave, then and in that event the dispatcher will be maintained at the top of the eligibility list and the dispatcher will be returned to active duty when the first opening is available. He or she will be kept reasonably apprized of the openings by the Township. Provided, however, if an opening is not available within a period of eighteen (18) months from the time the

dispatcher commences a general leave, his or her right to maintain eligibility is terminated and held for naught.

19.10: That throughout this Agreement, when a dispatcher is on leave, or for some other reason is not presently “actively” employed and under this Agreement he has an opportunity to maintain benefits, then and in that event, the benefits shall be timely and appropriately maintained by his or her payment in advance to the Township in accord with the directives of the Accounting Department. This provision is not intended to apply to those instances where an employee is “permanently” separated from the Department.

ARTICLE XX OUTSIDE EMPLOYMENT

All members shall be permitted to engage in part-time outside employment provided that the nature of such work does not downgrade their image as a police dispatcher or the work schedule interfere with their normal duties as police dispatchers, subject to the approval of the Chief of Police which shall not be unreasonably withheld.

ARTICLE XXI CIVIL LIABILITY INSURANCE AND LEGAL COUNSEL

That the Township shall provide necessary insurance and legal counsel protecting the employee against any civil liability resulting from performance of his duties, said policy shall be in an amount of not less than the Township is presently carrying.

ARTICLE XXII USE OF PRIVATE AUTOMOBILE

Dispatchers shall not be required to use their private automobiles in connection with department duties.

ARTICLE XXIII MAINTENANCE OF CONDITIONS

The Charter Township of Clinton will make no unilateral changes in wages, hours and conditions of employment during the term of this agreement, which are contrary to the provisions of this Agreement.

ARTICLE XXIV
SCHOOL TUITION

24.1: An employee who on his/her days off attends a college, university trade school, or professional development courses in a course or program related to the police dispatchers service, with the approval of the Chief of Police, shall be compensated by the Township for tuition, books and necessary materials that the employee has to pay. The tuition payment shall be based on the amount charged for eighteen (18) hours of credit at the Macomb County Community College, and that amount will be the cap for any tuition payment during any contract year. Upon completion of a course and maintenance of a passing grade, approval of payment of such compensation shall be granted by the Police Chief.

24.2: The tuition cap payment will be \$2,000 per contract year.

ARTICLE XXV
EDUCATIONAL ALLOWANCE

25.1: Both parties to this Agreement believe that it is for the public good to encourage secondary education in those instances where the courses taken for secondary education are of benefit to the police dispatcher in the performance of his duties and to this end the parties agree that the Chief of Police, the Township Board and a person to be chosen by the Dispatchers Association shall determine what secondary educational hours shall be allowed as credit to a dispatcher in determining whether or not an educational allowance shall be granted.

25.2: It is the intention of the parties hereto that such a committee shall consult with the proper educational personnel of the community colleges and the State universities to determine what hours of credit should be given. For example: If a dispatcher is taking classes for a four (4) year college degree in criminal administration or criminal justice and he has taken at least thirty (30) hours of the same courses and he has passed them successfully for which he would have earned a certificate if he had attended a different institution then and in that event he shall be given the thirty (30) credit hours as though he had earned a certificate and in those cases where he has sixty (60) hours in courses where he would have received an Associate Degree if he had taken such courses and passed them successfully in a different institution, then he will be given credit as though he had an Associate Degree.

25.3: For those dispatchers who have earned an equivalent credit of a certificate, said dispatchers shall receive an additional two hundred dollars (\$200.00) per contract year. For those dispatchers who have earned an equivalent of or an Associate Degree, said dispatchers shall receive an additional four hundred dollars (\$400.00) per contract year. For any dispatcher who has completed one hundred twenty (120) hours in a field relating to law enforcement and/or a B.A. – B.S. Degree will be entitled to a yearly payment of six hundred dollars (\$600.00).

25.4: It is further agreed that the payments stated above are inclusive rather than cumulative. If a dispatcher who has completed the one hundred twenty (120) hours shall be paid a total of six hundred dollars (\$600.00) annually that will be the maximum he receives even though he has the equivalent of a certificate or an Associate Degree. For those dispatchers who have the equivalent of an Associate Degree and are receiving four hundred dollars (\$400.00) annually, that shall be the complete amount of educational allowance received even though he also holds the certificate credits.

25.5: It is further agreed that dispatchers entitled to educational allowance shall receive their allowance annually, prorated as of June 30th each year and paid in the first regularly scheduled pay in July.

25.6: For those dispatchers who have become a member of the Clinton Township Police Department after September 1, 1988 and who have earned an equivalent credit of a certificate, said dispatchers shall receive a one time payment of two hundred dollars (\$200.00). For those dispatchers who have earned the equivalent of an Associate Degree, said dispatchers shall receive an additional one time payment of two hundred dollars (\$200.00). For any dispatcher who has completed one hundred twenty (120) hours in a field relating to law enforcement and/or a B.A.–B. S. degree shall be entitled to an additional one time payment of two hundred dollars (\$200.00).

25.7: It is further agreed with respect to those dispatchers entitled to an educational allowance who became police dispatchers and members of the police department after the execution of this agreement that such one time payment shall be paid in the first regular scheduled pay in July of each year following the completion of their certificate, Associate Degree, or B.A. – B. S. degree or the equivalent approved hours.

ARTICLE XXVI
LONGEVITY

Effective the 2008 calendar year, all members will no longer receive longevity benefits.

ARTICLE XXVII
SHIFT OF DIFFERENTIAL

A shift premium shall be paid to those employees working the afternoon and midnight shifts as follows:

- A. Those employees working the afternoon shift shall receive four percent (4%) of their base wage as premium pay for the afternoon shift worked.
- B. Those employees working the midnight shift shall receive six percent (6%) of their base wage as premium pay for the midnight shift worked.

ARTICLE XXVIII
MEDICAL AND HOSPITALIZATION INSURANCE
FOR WIDOWS OR WIDOWERS AND FAMILY

28.1: Widow or Widower and Family Benefits. Upon death of any full time employee of the police department, the Township shall make available a hospitalization insurance policy for the deceased's spouse and family provided the cost of said policy shall be paid by the widow/widower or deceased's family at least one (1) month prior to the date upon which the premium is due.

28.2: The policy referred to in this section will be a type policy which shall be as equal as possible and providing hospitalization insurance policies as the Township provided for the employee prior to his death, it being fully understood that it might not be possible for the Township to acquire the same hospitalization policy under its present group insurance arrangement and the widow or widower and family shall have the right to discontinue this policy at any time since the service rendered by the Township is only one of servicing the arrangements for payments provided the Township is paid in advance.

28.3: The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries, however, in the case where there are dependent children of the deceased employee under the age of nineteen (19) years, then in that event, the widow, widower's children or guardian for the minor children may elect to have the Township acquire the said hospitalization insurance policy for said children provided the full cost of the premium of such insurance shall be paid to the Township at least one (1) month in advance of any premium due date.

ARTICLE XXIX
SUBCONTRACTING OF UNIT WORK

The Township will not, except in cases of emergency, assign work currently being performed by dispatchers covered under this contract to outside agencies and/or departments.

ARTICLE XXX
MINIMUM MANPOWER

It is agreed and understood that there will be a minimum of two (2) dispatchers on duty on day, afternoon and midnight shifts. With respect to the minimum dispatchers on duty, this shall be persons actually assigned to dispatching functions and shall not include any dispatchers assigned to any other non-dispatcher functions.

ARTICLE XXXI
TRADING DAYS

The exchange of days may be permitted within the discretion of the Operations Captain or the command officer it was requested of.

ARTICLE XXXII
WORK ASSIGNMENTS

32.1: All monthly work assignments and leave days will be posted at least ten (10) days prior to the expiration of the current schedule, and same shall not change after this time without mutual agreement or Association members and management.

32.2: In an emergency, a change can be made, provided a member received a minimum of forty-eight (48) hours of notice.

32.3: A policy for shift preferential has been agreed upon between parties to this agreement providing that the dispatchers up to the number needed per shift will be able to select their shift of choice. There will be two (2) shift selection periods per year. The first period, also referred to as summer pick, shall extend from May 1st through October 31st, consisting of seven (7) twenty-eight (28) day schedules and shall be chosen by seniority. The second period, also referred to as winter pick, shall extend from November 1st through April 30th, consisting of six (6) twenty-eight (28) day schedules and shall be chosen by seniority.

32.4: The first (summer) period picks shall be made on the third Wednesday in February. The second (winter) period picks shall be made on the third Wednesday in August.

32.5: All dispatchers shall put down a first, second, and third choice for each period. This process will also include the Shift Leaders, who will choose in the same manner amongst themselves. Absentee requests can also be made.

32.6: The Radio Room Leader shall be responsible for distributing, collecting, tabulating, and posting the shift results.

32.7: The parties agree that during the probationary period, scheduling is determined by management.

ARTICLE XXXIII
RESIDENCY

The Township agrees that it will not impose or attempt to impose any residency requirements upon any members of the Association Bargaining Unit, during the term of this Contract.

ARTICLE XXXIV
BILL OF RIGHTS

34.1: No employee shall be ordered or coerced in any manner to submit to a polygraph examination, lie detector test, or similar test, or chemical such as sodium Pentothal or truth serum tests, or similar tests by whatever name called for any reason unless such employee shall demand said examination in writing.

34.2: No employee shall be discharged, disciplined, or in any way discriminated against for refusing, or declining to submit to a polygraph examination, lie detector test, or similar test by whatever name called.

34.3: The Employer or agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the Employer and employee unless such disclosure of such device is made to the employee prior to such conversation, or the Employer has received a proper Court Order.

34.4: Except when on duty, in uniform, or when acting in his official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

34.5: Employees shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations, or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgment of their civil rights arising out of the dispatcher's performance of official duties.

34.6: Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee, with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays.

34.7: The employees' files shall not be made available to any person or organization other than the Employer and employee without the employee's expressed authorization, except pursuant to an appropriate Court or Civil Service Commission order or subpoena.

34.8: No employee shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her

family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties. This paragraph shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

34.9: Whenever any employee is under investigation or subjected to interrogation by the Employer or its designated representative for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, when possible, preferably at a time when the Employee is on duty.
- B. Any employee, at his/her request, shall have the right to be represented by counsel and/or Association representatives prior to making any statements, written or verbal, concerning any act, incident, or occurrence from which disciplinary action, criminal prosecution or civil suit might result.
- C. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation if not already known to the employee.
- D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and he shall be informed of the names of those complainants. Exception is made in those instances where the complainant must remain anonymous for security or confidentiality reasons, or is unknown to the investigating officer.
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities as rest periods as are reasonably necessary.
- F. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or any disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
- G. Upon disclosure, the employee or Employer will be permitted to record the complete interrogation including all recess periods. There shall be no unrecorded questions or statements.
- H. If the employee under interrogation would have "Miranda" warnings available to him as a civilian or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

34.10: Employees will not be deprived of liberty or property with due process of law or denied the equal protection of the law.

34.11: Any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, including a Preliminary Crime Report, until such time when the employee has been able to contact an Association Official or an Attorney and has had a reasonable time to discuss the incident with an Association lawyer. The lawyer shall then be able to counsel the Dispatcher during his Preliminary Crime Report or any other oral or written statements that may be required.

34.12: No employee will be favored or discriminated against, nor disciplined, demoted, or transferred for exercising any of the above rights or any rights afforded him or her by this Contract.

ARTICLE XXXV DISCIPLINARY PROCEEDINGS

35.1: When any complaint or charge shall be brought against an employee or disciplinary proceedings are contemplated against an employee under such circumstances that the misconduct being investigated, if substantiated, would constitute a crime under State or Federal Law, no statement shall be taken from the Dispatcher nor shall he/she be interrogated, except in accordance with the following procedure:

35.2: Under the terms of Act 246, no employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such actions, and all charges shall be void unless filed within 140 days of the date of violation.

35.3: Employees shall be allowed to have a representative from the Association present at all meetings, conferences or hearings which they believe may result in disciplinary action.

35.4: The Dispatcher shall first be advised of the charge or charges against him/her, either by the chief of Police or by a Command Officer of the Department.

35.5: The Dispatcher shall be advised of his/her right against self-incrimination and of his/her right to legal counsel. Legal counsel may appear with the Dispatcher in any subsequent proceedings if the Dispatcher so desires.

35.6: The Dispatcher and his/her counsel, if any, shall be entitled to a written statement of the charges against the Dispatcher which are being investigated upon demand for same, provided the time is reasonable. Any such statement of charges may be amended or amplified subsequently, and any disciplinary action which may be taken shall in no way be limited to matters set forth in any statement, or amended or amplified statement of charges.

35.7: The Dispatcher may then be ordered to make a statement concerning the charges against him/her, and to submit to interrogation. The Dispatcher may decline to do so, but any such refusal shall constitute grounds for disciplinary action.

35.8: If the Dispatcher chooses to make a statement and submit to interrogation, any such statement and any answers resulting from interrogation may be used as the basis for disciplinary action, and may also be used in any proceedings before the Civil Service Board or Arbitration in the event of appeal, of such disciplinary action. For any and all other purposes, any such statement or answers to interrogation shall be privilege and shall constitute a private record and shall not be made available without the signed consent of the dispatcher to any person or agency, except pursuant to subpoena issued by any authority.

35.9: Any and all of the rights and privileges conferred herein upon members of the Association may be waived by the Dispatcher, but any such waiver shall be signed and in writing. Nothing herein is intended to contravene any other rights, duties, or privileges contained in Act 246.

35.10: Any dispatcher who is under investigation because of the complaint of a co-worker shall be informed of such circumstances.

ARTICLE XXXVI
SALARY SCHEDULE

The parties hereto agree that the annual base salary for Police Dispatchers for the period extending from April 1, 2006 through March 31, 2010, and thereafter until amended, shall be as follows:

	Effective <u>4/1/06</u>	Effective <u>4/1/2007</u>	Effective <u>4/1/2008</u>	Effective <u>4/1/2009</u>
Start	\$31,519	\$32,465	\$33,357	\$34,025
6 Months	36,418	37,510	38,542	39,313
12 Months	37,656	38,785	39,852	40,649
18 Months	38,894	40,061	41,162	41,986
24 Months	40,737	41,959	43,112	43,975
30 Months	42,622	43,901	45,108	46,011
36 Months	44,468	45,802	47,062	48,003
48 Months	46,308	47,697	49,009	49,989
 Shift Leader	 48,622	 50,081	 51,458	 52,487
 Radio Room Leader	 51,044	 52,575	 54,021	 55,101

Shift Leader shall be paid a differential of five (5%) above 48 month Dispatcher.

Radio Room Leader shall be paid a differential of five (5%) percent above Shift Leader.

It is agreed that all members of the bargaining unit shall participate in direct deposit for all Township pays.

ARTICLE XXXVII
TERM OF CONTRACT

This contract shall be effective as of April 1, 2006 and shall remain in full force and effect until midnight March 31, 2010. All protections and benefits shall remain in full force and effect until such time as another contract is negotiated. All wages accruing from the effective date of this Agreement shall be retroactive from April 1, 2006 for employees who are actively employed by the Township on the date that this agreement is signed or who retired on or after April 1, 2006.

ARTICLE XXXVIII
BARGAINING UNIT DESIGNATION

Whenever a person is placed in the bargaining unit, whether he be a permanent or temporary employee, he shall be entitled to all the benefits of the bargaining unit.

ARTICLE XXXIX
LEGALITY

The parties hereto realize that certain court decisions or change of legislation during the term of this contract may make certain portions of this Agreement invalid and/or illegal. In that case, it is the intent of the parties hereto that only that provision that is not consistent with the law or legislation is invalid, and the remaining portions of this contract shall remain in full force and effect.

ARTICLE XL
RETIREMENT

Effective as soon as possible following the ratification of this agreement, all police dispatchers shall be provided retirement benefits under the Michigan Municipal Employees Retirement System, Act No. 427 of the Public Acts of the State of Michigan for 1984, as amended, with MERS Plan B-4, F55-25, V-8, FAC 3. The employee contribution rate will be 6.2%.

In WITNESS WHEREOF, the Township, a Michigan Municipal Corporation, has caused the foregoing instrument to be duly certified and executed by the Township Board and the Police Officers Association of Michigan, as exclusive bargaining agent for the Local Association of Clinton Township Police Dispatchers, has caused the foregoing Agreement to be executed by it duly constituted officers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2007.

CLINTON TOWNSHIP POLICE
DISPATCHER'S ASSOCIATION

CHARTER TOWNSHIP OF CLINTON
MICHIGAN

Robert Wines,
Business Agent, P.O.A.M.

Robert J. Cannon,
Township Supervisor

Kathy DeYoung,
C.T.P.D.A. President

Dennis Tomlinson,
Township Clerk

Larry Warmuskerken,
C.T.P.D.A. Negotiating Committee

William S. Smith,
Human Resources Director

Mark Betcher
C.T.P.D.A. Negotiating Committee

APPENDIX A

Radio Room Leader Qualifications and Selection Process

QUALIFICATION

Holds the position of civilian dispatcher for a minimum of five (5) years continuous to the date of job posting.

Selection Process

Leader to be selected from eligible candidates by an oral board.

Position opening will be posted for a period of fifteen (15) calendar days prior to the oral interview.

Eligible candidates will indicate their desire to be considered by signing the posting.

Interested candidates will be notified by the Chief of Police as to Date and time of the interview.

Candidates will present themselves for the interview on the date and time specified.

Candidates will answer questions presented to him/her by the oral board.

Candidates will be judged on knowledge of job, appearance, ability to handle themselves, education, job performance, leadership, and seniority.

Candidate receiving the highest score from the oral board will be the Leader.

Oral Board

Oral Board will consist of three (3) members to be selected as follows:

1. One member to be selected by department administration.
2. One member selected by the dispatcher Association.
3. One member selected by the first two (2) members.

Dispatcher selected as Radio Room Leader must successfully complete a six (6) month probation period beginning from the date of his/her appointment as Radio Room Leader.

Uniform Designation

Radio Room Leader will wear the same uniform as all other civilian dispatchers.

APPENDIX "B"

PAY IN LIEU OF HEALTH INSURANCE COVERAGE

The Association and the EMPLOYER recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this wasteful duplication, the parties have agreed upon the following program which allow employees to decline the Township provided hospital/medical insurance program and receive instead a contribution to their deferred compensation account.

- A. Eligibility. All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:
 - 1. Providing written proof that they have current coverage under another health insurance plan and;
 - 2. Submitting the "Waiver of Medical Insurance" form which appears as Appendix E to this agreement.

- B. Amount of BENEFIT. The Employment will compensate the employee in the amount \$100 per pay period in addition to his/her normal pay.

- C. Stipulations. The parties agree to the following stipulations:
 - 1. Employees may elect this option at any time.
 - 2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.
 - 3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.
 - 4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.

5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.
6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children). The Provisions of this plan which pertain to adding or dropping insurance coverages are subject to the administrative rules of the insurance carriers for the Township.

APPENDIX "C"

WAIVER OF MEDICAL INSURANCE AND ELECTION OF SUPPLEMENTAL
PAY IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide supplemental pay to me of \$100 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or lost of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any if Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

Name (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

SOCIAL SECURITY NUMBER

*If covered elsewhere, you must provide written proof of other coverage.

APPENDIX D
Dispatch Shift Leader Qualifications and Selection Process

QUALIFICATIONS:

At the date of posting, an applicant must have held in good standing the position of civilian dispatcher for a minimum of five (5) years of continuous service with the Clinton Township Police Department.

SELECTION PROCESS:

A three (3) member oral board will select the Shift Leader from the list of eligible candidates.

The job opening will be posted for a period of fifteen (15) calendar days. Interested dispatchers will submit a letter of application as directed in the posting.

The Chief of Police (or his designee) will advise each applicant of the date, time, and location of their interview. Failure to appear for the interview will eliminate the candidate from the application process.

Applicants will be judged in part, but not solely, on: seniority, knowledge of the job, appearance, leadership abilities, prior job performance, and their ability to “get along” with their fellow workers.

ORAL BOARD MEMBERS:

The oral board will consist of three (3) members to be selected as follows:

- A. One member selected by the Department’s Administration.
- B. One member selected by the Dispatcher’s Association.
- C. One member selected by the above two (2) members.

The oral board will make a recommendation to the Chief who’s decision will be final.

PROBATIONARY PERIOD:

Dispatchers selected to serve as a Shift Leader must successfully complete a six (6) month probationary period which will commence on the date of appointment to the position of Shift Leader.

UNIFORM DESIGNATION:

The Shift Leader will wear the same uniform as all other civilian dispatchers.