

AGREEMENT  
BETWEEN THE  
CHARTER TOWNSHIP OF CLINTON  
AND THE  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective April 1, 2005 through March 31, 2011

POLICE OFFICERS ASSOCIATION OF MICHIGAN

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THIS AGREEMENT entered into the 1<sup>st</sup> day of May, 2008, between the Charter Township of Clinton, a Michigan Municipal Corporation, hereinafter referred to as the "Township," and the Police Officers Association of Michigan, hereinafter referred to as the Association or Union, as exclusive bargaining agent for the Local Association of Clinton Township Police Officers, effective April 1, 2005 to March 31, 2011.

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 Union, 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 Union 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 Charter Township of Clinton recognizes the Police Officers Association of Michigan 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 officers holding the rank of Patrol Officer, Patrol Officers assigned to any Division, within said Department and Police Detective.

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

2.3: The Township will negotiate with the Union 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 as an employee's regular monthly membership dues that are paid by members of the Association, and therefore the parties adopt the philosophy of 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 shall 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 POAM shall be represented in all negotiations and the Township agrees to negotiate with those representatives as herein provided. The local president or his designated representative and a committee of the local, not to exceed five (5) shall also serve on the bargaining committee.

3.2: If the bargaining committee of the Association so requires, the department shall permit three (3) on-duty officers to serve on the bargaining committee without loss of pay and benefits depending upon the calls for service situation at the time. However, not more than five (5) members of the Local Association shall be at the negotiation table at one time.

3.3: Two (2) members of the Local Association Executive Board, in addition to the Local Association President, may be excused from duty, for the business portion of the monthly Local Association meetings, depending upon the calls for service situation at the time.

3.4: The president of the Local Association or an alternate shall be allowed time off without loss of pay or benefits to conduct such Association business as is necessary, including his or her participation in grievance procedures; provided, however, for regularly scheduled business, a forty-eight (48) hour notice shall be given to the Chief of Police or his designee, and such notice shall be given as soon as possible for non-scheduled business.

3.5: The Local Association President, with the approval of the Chief of Police or his designee, 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 or benefits. Notice of intent to attend these meetings will be provided to the Chief of Police in advance of the affected work schedule's preparation or two (2) weeks, whichever is earlier.

#### 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 "ten (10)" or "fifteen (15)" days are used in this article they shall be defined to be ten (10) or 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:

- A. Any matter involving an alleged violation of any other provisions of this agreement or Act 78 of the Public Acts of the State of Michigan of 1935 as amended.
- B.
  - 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 officer covered by this Agreement shall have the right to present grievances in accord with the following procedure commencing with Section 4.4; however, whenever any grievance could cost the Township more than \$5,000.00, it shall be automatically processed to Step Four of the Grievance Procedure.



Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of the grievance procedure by the Association.

#### 4.4: INTERNAL PROCEDURES

STEP 1: If either an officer or the Union 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 verbally or in writing within fifteen (15) days with the officer'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.

STEP 2: If a satisfactory settlement is not reached in Step One, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step One, the grievance shall be submitted in written form within fifteen (15) days to the Captain in charge of his or her division for review, who shall reply in writing within fifteen (15) days from receipt of the grievance.

STEP 3: If a satisfactory settlement is not reached in Step Two, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step Two, the grievance shall be submitted in written form within fifteen (15) days to the Chief of Police or his designee 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.

STEP 4: If a satisfactory settlement is not reached in Step Three, or a written answer is not submitted within the fifteen (15) day limit as prescribed in Step Three, the grievance shall be submitted in written form within fifteen (15) days to the person designated by the Clinton Township Board as having authority to review grievances and settle grievances who shall presently be designated as the Human Resources Director unless changed by the Township Board in the future. The designee or the Board shall meet with the Union representatives within fifteen (15) days. After having met with the Union, the designee or Township Board has fifteen (15) days to submit his or their answer in writing to the Union.

STEP 5: Arbitration or an Act 78 Civil Service Hearing: If a satisfactory settlement is not reached in Step Three or Step Four, or if the Township Board does not meet with the Union within fifteen (15) day limitation or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step Three, 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.

4.5: ARBITRATION

- A. 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 the 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. The arbitrator shall have no power or authority to rule on the discipline or discharge of any probationary employee. In cases of discipline and discharge, if the Civil Service forum is chosen, the Union shall only represent probationary employees through the Civil Service Board level under Act 78.

- H. 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 for them.
- I. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees, and the Township, on those matters within the jurisdiction of the arbitrator.
- J. In the event that an arbitrator reduces discipline so that the resulting discipline is a suspension which exceeds thirty (30) calendar days, he or she must rule whether said time in excess of thirty days will count towards seniority or service credit and if it will include benefits.

4.6: CIVIL SERVICE & PROCEEDINGS

- A. 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. 78 of the Public Acts of the State of Michigan for 1935, as amended.
- B. The moving party herein will not be allowed to submit unresolved grievances to both the American Arbitration Association and the Civil Service. 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.
- C. 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 his personal work file.
- D. 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  
PROMOTIONS, LAY-OFFS, SUSPENSIONS,  
DISCHARGES AND REINSTATEMENTS AND TERMINATION OF  
EMPLOYMENT

5.1: The provisions of Act No. 78 of the Public Acts of the State of Michigan for 1935, as amended, are adopted by reference as if fully stated herein with reference to Promotions, Layoffs, Suspensions, Discharges and Reinstatements and Termination of the Employment.

5.2: Any employee who is unable to perform his regular job, is not on leave, and has used all of his or her sick days, vacation days, and personal days, shall not be considered to have any rights of employment and shall be terminated as an employee.

Benefits such as longevity, clothing allowance, holiday pay, weapon allowance and the like shall be paid and prorated to the date of termination.

The provisions of this section shall no way effect the compensation provisions under the worker's compensation section nor does it apply to leave of absences where the leave is conditioned and the conditions have been fulfilled.

5.3: Suspension time shall not affect pension retirement dates or seniority status and shall only relate to document discipline and sanctions of loss of pay. All benefits shall continue and all provisions of this Collective Bargaining Agreement shall remain in effect. Unless ordered by an arbitrator in accordance with Section 4.5(J) of this agreement, suspension time in excess of thirty calendar days shall not count towards pension service credit, seniority, and no benefits will be provided or earned during the suspension period.

ARTICLE VI  
SENIORITY-TRANSFER-JOB OPENINGS

6.1: All original appointments to any position in the police department shall be for a probationary period of one (1) year. Once the officer has completed the one (1) year period then the officer shall accrue seniority retroactively to the initial date of employment as a full-time police officer with the Clinton Township Police Department.

For officers who are not yet certified or require recertification, the probationary period shall be for one (1) year after the completion of the legally required courses of basic training.

6.2: A seniority list shall be furnished to the Association by the department once each year.

6.3: It is understood that transfers within the bargaining unit are not permanent unless

positions are specified in this article as permanent positions. Transfers shall not be made unless notice of vacancy has been posted on the Union's bulletin board for a minimum of fourteen (14) days. Any officer interested in filling said vacancy shall file a written request within fourteen (14) days from date of posting. This time period shall be to allow all persons interested in said vacancy to file a written request for consideration. Any person who does not work for any reason, during the time a notice of vacancy is posted, shall be included on the list as if they had made a written request and shall be eligible until such time they are contacted by the division Captain or his or her designee and request that they not be considered.

6.4: Filing a written request for consideration shall be all that is required for those positions filled only by the officer having the most seniority as stated in this article of this collective bargaining agreement. Interviews may be held for those positions specifically defined in section 6.5 of this collective bargaining agreement in which the Chief of Police may consider equally the person's ability, training and education. The interviews shall be held during the officer's normal shift hours on a day they are scheduled to work or they shall be compensated at the proper rate of compensation stated in article VIII section 8.2 of the collective bargaining agreement.

6.5 Seniority shall be the first consideration in filling vacancies and transfers, however, the Chief of Police may consider equally a person's ability, work record, training and education provided that, in the case of a denial, the reasons for such a denial must be provided to the officer in writing in accordance with the just cause standard. This provision shall apply to the following positions:

- Multi-jurisdictional Team Officers (e.g. MATS, COMET)
- Training Officer(s)
- Traffic Duty Officer(s)
- Swat or Entry Team Officer(s)
- Critical Incident Officer(s)
- Field Training Officer(s)
- Community Relations Officer(s)
- K-9 Officer(s)
- Accident Reconstructionist(s)
- Special Investigations Division
- Internet Task Force
- School Liaison Officer (Continuation of these positions is subject to continued funding from the School Systems.)
- Bicycle Patrol

If a position is filled by a person who has less seniority, all persons with more seniority who filed a written request for consideration shall have the right to grieve the decision through the grievance procedure, if they feel the decision is unjust. With the exception of the above defined positions, the officer having the most seniority shall receive the position and/or transfer.

Employees who are accepted to special assignments which require special training must agree to remain in such assignments for a minimum of eighteen (18) months. These positions are:

Accident Reconstructionist  
D.A.R.E. Officer  
Evidence Technician  
Field Training Officer  
K-9 Officer  
Traffic Officer  
Training Officer

6.6: In the event a person who is assigned to a posted position is removed unjustly by the Chief or administration, that person has the right to contest such removal through the grievance procedure. A posted position is defined as every position except road patrol officer.

6.7: Probationary officers shall not be assigned to any posted position except in an emergency situation as designated by the Chief of Police, and then only for a period not to exceed ninety (90) days, unless written approval is given by the president of the Local Association.

6.8: Management shall be allowed and encouraged to rotate members without rank into the posted positions to better acquaint them with the total operation of the police department. The posting shall be open to all non-probationary employees. Such rotation shall be selected based on seniority with a minimum of four (4) years. If no one with four (4) years of seniority applies to the posting, management shall select from the non-probationary with less than four (4) years seniority who applied. Assignment to posted positions shall be for a term of four (4) years. Officers time served in a posted position shall not exceed the duration of time that was announced in the posting for the position. If an officer leaves one posted position in order to accept an assignment to another posted position, time spent in the original posted position shall count towards the maximum time that may be served in the second posted position. Officers who are assigned to posted positions at the time that this agreement is signed shall have their assignment to these position extended from three years to a period of between four and five years. Where there is more than one member whose assignment is to the same Section, the extension of the assignment period will be made in six (6) month increments, so as to provide for an orderly transition of personnel. Effective upon execution of this agreement, those in current positions shall be rotated out in six month increments by seniority. Members who have completed the maximum period as defined in the posting or by their request have been re-assigned prior to completion of this period shall not be considered again unless all other eligible members decline this opportunity. After waiting a period of seven (7) years, while assigned to road patrol, members shall again be considered as if they had not held a prior posted position. The seven (7) year period shall start from the date the previous posted position was scheduled to end regardless of when the officer returned to road patrol. The lowest seniority non-probationary officer may be ordered to fill the

posted position in a non-voluntary position. If a posted position cannot be filled with volunteers and an officer is ordered to assume the position this officer will not be considered as holding a posted position. Any officer coming off probation during the duration of a non-voluntary assignment may request the position and be assigned that position for the remaining portion of the posted period. Fulfilling the remainder of a position shall subject the officer to the seven (7) year waiting period as if the officer had held the position for the full period.

6.9: Positions or assignments that are made on a restricted basis because of the health or physical problems involving the personnel shall not be subjected to the Seniority-Transfer-Job Opening procedure.

6.10: Effective with the vacancy of the permanent patrol persons presently in the Detective Section of the Criminal Investigation their replacements shall be awarded a rate of pay which is one hundred ten percent of the Police Officer maximum. The selection of the two (2) investigator positions in the criminal investigation division and the property officer position shall be based solely on seniority.

6.11: School Liaison assignments will be paid one hundred two percent (102%) to start, one hundred four percent (104%) after one (1) year, and one hundred six percent (106%) after two (2) years. Assignments will last a maximum of four (4) years, dependent on school system funding.

6.12: D.A.R.E. assignments will be offered to the bargaining unit first as full time positions. If the available slots are not filled by volunteers, the department shall offer them as part time positions (shared positions). In the event officers become available to accept a full time D.A.R.E. position, he or she will submit a letter of interest and the position will be posted and filled accordingly. Previously trained part time D.A.R.E. Officers will be permitted to continue on a minimum basis to maintain certification.

## ARTICLE VII HOLIDAY PAY

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

- New Year's Day
- Washington's Birthday
- Lincoln's Birthday
- Good Friday
- Easter
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Veteran's Day

Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

In addition to the above payment, all officers 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. However, the officer shall not receive that pay for a holiday if the officer is away without leave on either the last scheduled day before or the first scheduled day after said holiday.

All holidays will be observed on the calendar holiday. If a holiday falls on an Officer's regularly scheduled work day, the Officer 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 an Officer's regularly scheduled off day, he shall not receive compensation beyond that provided in Section 7.1 of this agreement.

7.2: Holidays shall be assigned within the schedule groupings in accordance with Article XXXI, on the basis of those with the fewest holidays worked are given the opportunity to work first. When the number of holidays worked are equal, seniority shall prevail and the senior member shall be given the opportunity of working the holiday first. If it is impossible to fill the holiday assignment with volunteers then members considered as minimum staffing with the lowest seniority shall be ordered to work first.

7.3 Officers working on Christmas Day shall be provided with a reasonable food benefit at the police station during their shift.

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

8.1: Effective with the implementation of this Contract, members who immediately before or after they work their scheduled eight (8) hour shift and who qualify for overtime shall be compensated at the overtime rate of one and one-half (1-1/2) times the hourly shift rate worked.

Members called in for overtime work not in conjunction with a scheduled shift shall receive one and one-half (1-1/2) times the hourly rate based on the shift they worked.

Members working in conjunction with their regularly scheduled eight (8) hour shift work overtime into a holiday will receive one and one-half (1-1/2) times pay plus holiday pay for hours worked, however, members working in conjunction with their regularly scheduled eight (8) hour shift who work overtime, after a holiday will not receive holiday pay for the overtime, but shall be entitled to one and one-half (1-1/2)



times the hourly rate of the shift they were working without consideration of holiday premium.

Members on vacation shall not be considered for call-back or call-in unless it is an emergency call-out. Then they shall be paid at twice (2) the hourly shift rate worked.

If an officer is on a furlough day that is attached to leave days and the leave days are not part of a scheduled vacation, he or she shall be eligible to be called for overtime assignment.

Officers unable to physically perform road patrol duties due to light duty status, workers compensation status, leave of absence or military leave shall not be called but shall be charged with the amount of hours they were unavailable

8.2: Effective with the implementation of this Contract, when members appear in any court, administrative hearing, morgue assignment, etceteras, 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 three (3) hours for each appearance.

An officer is entitled to one (1) three (3) hour minimum regardless of the number of appearances that occur within said period, except in those cases where the appearance relates to a Special Detail or Department Meeting wherein separate funding is received by the Department to compensate for the appearance.

Members appearing in court, on certain holidays (Lincoln's Birthday, Washington's Birthday and Veteran's day) shall only earn one and one-half (1-1/2) times their hourly base rate. However, members appearing in any court, administrative hearing, morgue assignment, etceteras, during a scheduled vacation period shall be paid at the overtime rate of two (2) times their normal hourly base rate for all hours spent on such assignments with a minimum of three (3) hours for each appearance.

When members receive notice to appear in any court or administrative hearing, etceteras, during a scheduled vacation period it shall be the responsibility of the member to contact the proper authority to reschedule the appearance. If a member is unable to reschedule the appearance they are to notify the officer in charge of the case or the prosecuting attorney.

Interviews for seniority – transfer – job openings in Article VI of this collective bargaining agreement shall be paid in compensatory time at the overtime rate of one and one-half (1-1/2) times their normal base hourly rate for all time spent with a minimum of one (1) hour for each appearance.

8.3: Any member notified to stand by, they shall receive a minimum of three (3) hours pay. If the stand by period exceeds four (4) hours, they shall receive a minimum of two (2) additional hours pay. If a member has not received notification by the end of the four

(4) hour increment to stand by longer than that four (4) hour period his duty to stand by will be considered fulfilled.

The standby provision shall not be used except when the member is authorized to standby by a prosecuting attorney or the detective in charge of the case.

8.4: A. Overtime under one (1) hour shall be computed in the following manner:

0 minutes to 15 minutes equals zero (0)  
Over 15 minutes to 30 minutes equals one-half (1/2) hour  
Over 30 minutes to 60 minutes equals one (1) hour

B. Overtime over one (1) hour and beyond established minimums per the contract shall be computed in fifteen (15) minute increments as listed below:

5 minutes to 15 minutes equals 15 minutes  
Over 15 minutes to 30 minutes equals 30 minutes  
Over 30 minutes to 45 minutes equals 45 minutes  
Over 45 minutes to 60 minutes equals 1 hour

8.5: OVERTIME DISTRIBUTION

A. Overtime shall be allotted as follows: at the beginning of each fiscal year and special details those officers interested in working overtime will be placed on an overtime list by seniority, in each of the appropriate overtime books (Road Patrol Book/Special Details Book). When overtime is necessary the following procedure will be used:

1. Officers who are members of the affected shift will be called by number of hours if off duty.
2. If none are available, any officer from any shift shall be called by number of hours.
3. If no off duty officers 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.
4. Calls shall be placed to the officer's residence and the phone shall be allowed to ring a minimum of five (5) rings. If a recorder is activated a message shall be left as to who called, why and the time.

B. Each officer 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 officers have been given the opportunity to work then the number of hours charged shall determine the order officers are called. An officer 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 officers who are off, but above format must still be followed.
- D. Officers who do not request to be placed on the overtime list shall not be held over for more than two (2) hours, unless the officers on the overtime list are called using the above procedure, or ordered to work overtime when scheduled off unless it is an extreme emergency.
- E. Officers who initially requested not to be placed on a specific overtime list shall be included should they later request same in writing. However, upon being placed on the list they shall assume the highest amount of hours currently on the list at the time of placement. Likewise, officers may request to be removed from any list at any time by doing so in writing.

8.6: Compensatory Time.

- A. Compensatory time shall be accumulated as follows:

No more one hundred and twenty (120) hours of compensatory time will be allowed on the books at any give time.

- 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.

Payment for Compensatory. Upon separation from service, officers shall be paid for all their accrued compensatory time. In the event the separation is due to the officer's death, the payment for accrued compensatory time shall be paid to the officer's estate or legal representative or to their immediate family as provided by law.

ARTICLE IX  
VACATIONS

9.1: Vacation days shall be granted after six (6) months of satisfactory 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: 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. Members with over twelve (12) years of service shall earn two (2) days per month. These amounts are reflected in the following:

YEARS OF SERVICE	
Start through 5 years	14 days/year (1-1/6 days/month)
6 years through 12 years	21 days/year (1-3/4 days/month)
Over 12 years	26 days/year (2.166 days/month)

The purpose of this article is to guarantee each member a winter and summer vacation if wanted. This does not preclude members from taking vacation days upon availability.

9.3: Vacations are a temporary separation from service. For the purpose of this definition a vacation shall be construed to include the standard number of leave days granted in conjunction with the vacation. A member shall be granted a minimum of two (2) vacations per year but shall not be restricted to two (2) if they have accumulated vacation days on the books. Members shall be granted a summer and winter vacation, as the case may be, at the expiration of six (6) months of initial service and thereafter as they are entitled to same.

9.4: The annual vacation season shall be divided into a summer and winter vacation period as described in Appendix H.

9.5: Vacation Selection Schedule. The vacation selection time period shall be completed as follows:

First pick-summer vacation:  
Third Wednesday in March

Second pick-summer vacation:  
Third Wednesday in April

First pick-winter vacation:  
Third Wednesday in September

Second pick-winter vacation:  
Third Wednesday in October

9.6: Vacations shall be drawn in accordance with the police officer's seniority. In the case of a tie between officers having identical seniority, priority shall be determined by the position the member was at on the eligibility list at the time of appointment. Trading of vacation periods shall be permitted. Officers may submit absentee requests.

9.7: Vacations shall be selected by the following procedures: The highest seniority member on each shift or in the bureaus will have the opportunity to select first, then the next most senior and etcetera until everyone eligible has been given an opportunity to select a vacation. A second vacation selection within the same season shall be granted provided that each eligible member has exercised his first vacation selection. The same procedure shall be followed in the second pick with regard to seniority.

9.8: Scheduled vacations may include any combination of leave, furlough, personal business or compensatory time to a maximum of twenty-one (21) continuous days. Any vacation over twenty-one (21) days must be approved by the Chief of Police or his designee.

9.9: A member who selects a vacation in either the summer or winter period shall be responsible to take those dates which they have selected unless, a minimum of thirty (30) days prior to the starting date of their vacation, they notify their shift commander of their intention to cancel their vacation period. A member may cancel their vacation period with less than thirty (30) days notice based upon extenuating circumstances with the approval of their shift commander.

9.10: The Clinton Township Police Department shall furnish a calendar of the vacation selection as indicated in Section 9.5. officers shall place their names down for each day they are requesting. The type of days which the officer chooses to make up his vacation, furlough, leave, personal business or compensatory time will be placed on the monthly leave request form. Officers shall be required to take a minimum of two (2) leave days per seven (7) day vacation period; four (4) leave days per fourteen (14) day period, six (6) leave days per twenty-one (21) day period. Vacation periods overlapping into half (½) weeks will include one (1) leave day; three (3) leave days per ten (10) day period, five (5) leave days per seventeen (17) day period.

9.11: A minimum of two (2) officers from the same shift in the Road Patrol will be allowed on vacation at the same time. A minimum of one (1) officer from a division will be allowed on vacation. However, a member who is required by the department to transfer shifts or transfer from or to a division after a vacation selection period shall be allowed to take their previously selected period.

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

9.13: 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.

9.14: Thirty (30) days is the maximum number of days which may be carried forward from one fiscal year to the next. Although vacation days may accumulate during the fiscal year in excess of thirty (30) days, they shall not be forfeited as long as they are used before the end of the fiscal year.

9.15: Members shall be entitled to cash in for pay, five (5) vacation days once each year provided they maintain a minimum of ten (10) days on the books.

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

10.1: All officers shall be credited with sick days with pay based on one (1) day per month at the officer's straight time rate of pay. Unused sick days shall be accumulated to the officer's credit for use at any future time. Fifty percent (50%) of accumulated sick leave shall be paid in the case of retirement or payment to beneficiaries in the event of death. If the officer leaves the employment of the Township for any reason provided, however, that the officer has at least five (5) years with the department.

10.2: Sick days earned prior to the implementation of this Agreement and sick leave earned after the implementation of this Agreement shall be referred to as sick days.

10.3: An officer who reports for work and leaves because of sickness during his or her tour of duty shall be charged sick time for the exact number of hours which he or she is absent from work. One (1) sick leave day per year may be used as a personal day in addition to the personal or business leave days as provided by this contract.

10.4: Sick Leave shall not be considered as a privilege which an officer may use at his or her discretion, but shall be allowed only in case of actual sickness or disability of the officer. Serious illness of a husband, wife or child shall warrant use of sick leave by the officer after arrangements have been made with his or her immediate superior. When an officer's absence is for more than three (3) continuous work days, the officer may be required to file a physician's certificate to verify the injury or illness which prevented the officer from working. The Chief or his or her designee may also require such a physician's certificate from any employee whenever the officer's pattern of sick leave absences indicates the possibility of sick leave abuse. Officer's who fail to file a physician's certificate under this policy will not be paid for sick leave absences involved. Officers who exhibit sick leave absences that indicate a pattern of abuse who fail to provide a physician's certificate will also be subject to disciplinary action.

10.5: The Township shall provide officers with short term disability benefit which shall provide sixty-six and two-thirds (66-2/3%) percent of his or her salary after a waiting

period of thirty (30) calendar days. The Township agrees to maintain and provide at no cost to the officer hospital, medical, life, dental, and optical insurance at the same benefit level being provided to the collective bargaining group. This coverage shall be maintained during the waiting period as well as through the short term disability benefit period. The Township shall also provide 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. The benefits of the above plan shall not be diminished without the mutual agreement of both parties. A copy of the short term and long term benefits are contained in the policy and description recited above and shall be included with the signature copy of the contract. Updates shall be given to the Local Association Secretary. Complete copy shall be available for examination in the Human Resources Office.

10.6: At the end of each contract year officers shall have the right to sell any amount of sick days in excess of ninety (90) days to the Township for one-half ( $\frac{1}{2}$ ) of his or her pay per day determined by the value of the officer's base pay on the last day of the contract year in which the excess was accumulated. This payment shall be paid in the second pay period in April. Up to one-half ( $\frac{1}{2}$ ) of twelve days of sick leave sold in a fiscal year may be used in the calculation of the Officer's final average compensation for retirement.

10.7: If an officer is absent from work because of injury or sickness, he or she shall have the option of first using sick days and/or bank sick days, personal days, furlough days, and compensatory days before applying for the benefits under the short term disability program. Once the said officer applies and qualifies for the short term disability benefits, he or she shall not have the right to draw on sick days, personal days, furlough days or compensatory 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 period (180 days from when the officer was absent from work due to the injury or illness) and before the commencement of the long term disability, the officer again shall have the option of using sick days and/or bank sick days, personal days, furlough days and compensatory days before applying for long term disability benefits.

10.8: Once an officer qualifies for disability benefits under the long term policy the officer may maintain the hospital, medical, life, dental, and optical insurance that was previously available to him/her while receiving short term benefits provided the officer funds the cost of maintaining such insurance benefits in advance of the time of payment with the further provision that such insurance benefits cannot be maintained for a period exceeding six (6) months.

The times mentioned herein shall not diminish the length of time that the Township is required to supply COBRA benefits, it being the understanding of the parties that the COBRA benefits will be available to the officers and commences once the Employer ceases to provide the insurance benefits mentioned herein and the officer does not maintain those benefits by paying for them himself/herself during the six (6) months period allowable under the long term disability program.

10.9: Once a regular officer is on long term disability for a period of six (6) months, then that officer shall no longer be an employee of the Charter Township of Clinton regardless of the fact that there are sick days, personal days, furlough days, and compensatory days not used. This provision does not prevent the officer 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.

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

If the officer can return to work between the period from six (6) months to eighteen (18) months of being on long term disability, the officer shall have a “preference rating” for the next police officer position available, provided he or she is able to prove that he or she has sufficiently recovered from his or her disability to the point that he or she can perform his or her duties if requested by management. “Preference rating” is understood to mean that the officer shall be offered the first opening as a police officer with the Township regardless of the eligibility lists.

If the officer 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 officer loses all seniority and is treated in all respects as a new employee if he or she desires to return to work.

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

## ARTICLE XI FUNERAL LEAVE

In the event of death in the immediate family of an officer or their spouse, the officer shall be entitled, when so required, to necessary leave time with regular pay and benefits to arrange for and attend the funeral, burial or memorial services. Immediate family shall be deemed to be husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, stepfather, stepmother and stepchild.

Officers shall be entitled to one (1) day with pay when so required in the event of death of aunt, uncle, niece and nephew, of the officer or their spouse to attend funeral, burial or memorial services.



If an officer has a scheduled leave day, including furlough or personal business, when he or she is entitled to funeral leave, then the previously scheduled leave day will be rescheduled for immediately after the funeral leave.

ARTICLE XII  
SHOW UP TIME

12.1: Police officers are required to report for duty fifteen (15) minutes prior to the start of their shift, in order to insure the continuity of police operations, and shall receive an annual lump sum payment of two (2%) percent of their annual base salary as of March 31<sup>st</sup>. This amount is to be paid on the first pay period following the completion of the contract year. This amount shall be paid pro rata to reflect the period of time worked during the previous contract year. Officers shall be required to attend said roll call and shall be dressed and ready for duty when doing so.

12.2: If any officer is to be denied pay for the fifteen (15) minute roll call, he shall be denied at the proper rate, that being one dollar and forty cents (\$1.40) per day.

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. These days shall be granted upon the approval of the Chief of Police or his designated representative.

13.2: Personal business days not used during the year may be converted over to vacation days 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 or cash shall be made no later than February 28 each year.

ARTICLE XIV  
HOSPITALIZATION PLAN

14.1 The Employer 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. This shall include probationary officers as provided for in the hospitalization contract.

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

- A. Blue Cross/Blue Shield Traditional, #16189-001, \$5/\$10 RX (Appendix C)
- B. Blue Cross/Blue Shield PPO, #16189-663, \$5/\$10 RX (Appendix D)
- C. Health Alliance Plan HMO, Group #1-89350A, \$2 RX (Appendix E)
- D. Blue Care Network, #00157989, \$2 RX (Appendix F)
- E. Blue Cross/Blue Shield Community Blue Option 1, #16189-670, \$10/\$20 RX with 1-X MOPD (Appendix G)

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 selected option, if any, via payroll deduction.

14.2: The Township shall provide and assume the full cost of hospital, medical, and surgical insurance for retired officers, their spouse and any minor dependent children. The coverage shall be the same as that provided to officers 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.

An employee, who retires meeting the above requirements but having service time (including enhanced service time) of less than twenty-five (25) years, may elect to receive this coverage with premiums to be funded as follows:

Years of Service	<u>Percentage of Monthly Premium</u>	
	Paid by Employer	Paid by Retiree
10-14 years	25%	75%
15-19 years	50%	50%
20-24 years.	75%	25%
25-more years	100%	0%

If an employee receives a duty disability pension, he/she shall be entitled to full hospitalization insurance at no charge regardless of years of service.

Payment must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #5 below. A retiree who fails to make necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

If the employee qualifies for Medicare the Township shall provide a Blue Cross M-65 Policy or the equivalent that supplements the Medicare Program. In order to qualify for the Medicare Supplement, the retiree and or his or her dependent must enroll in Medicare parts A and B as soon as they are eligible. Retirees who are eligible for Medicare will not be able to participate in the Blue Cross / Blue Shield PPO or any health maintenance organizations provided by the Township. Coverage as stated above for the spouse and any minor dependent children shall continue in the event of the retired

officer's death. To be eligible for this benefit, the surviving spouse must have been the spouse of record at the time that the employee retired on a regular or disability retirement and began receiving retirement benefits. Any minor children will be eligible for coverage.

14.3: The Employer shall provide the Blue Cross-Blue Shield emergency room first aid medical emergency and bone marrow transplant riders. Effective no more than two months following ratification, the Township will add the Blue Cross – Blue Shield “Routine Pap Smear” and “Routine Mammogram” riders for active employees. These riders apply to Option A above.

14.4: Effective with this contract, employees who are covered by another hospital/medical insurance plan may elect to receive fifty dollars (\$50) per week 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 A attached to this agreement and complete the form “Waiver of Medical Insurance” attached to this contract as Appendix B.

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 the age of nineteen (19) years of age with a maximum lifetime benefit of one thousand five hundred dollars (\$1,500.00). There shall be no deductible and the plan will have a twelve-hundred dollar (\$1,200) limit on benefits per person per contract year.

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

	<u>PPO MEMBER DENTIST</u>	<u>NON-PPO DENTIST</u>
Class I Benefits	Delta Dental Pays	Delta Dental Pays
Diagnostic Services	100%	100%
Preventive Services	100%	100%
Emergency Palliative Treatment	100%	100%
Radiographs	100%	65%
Oral Surgery	80%	65%

Minor Restorative Services	80%	65%
Periodontics	80%	65%
Endodontics	80%	65%

Class II Benefits

Prosthodontics	75%	65%
Major Restorative Services	75%	60%

Class III Benefits

Orthodontics (to age 19)	60%	50%
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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 all members, their spouses and their minor dependents with an Optical Insurance Plan which covers annual eye examinations and the annual purchases and/or replacement of single and multi-corrective lenses (bi and tri focals), frames, safety glasses and contact lenses. Service program benefits described below:

Eye Examination	\$45.00	12 months
Lenses	\$40.00	12 months
Single Vision	\$60.00	12 months
Bi-focals	\$85.00	12 months
Tri-focals	\$105.00	12 months
Lentocular	\$120.00	12 months
Frames	\$120.00	24 months
Contacts Lenses	\$120.00	12 months

Effective upon signing this agreement, the Township shall provide all members of the bargaining unit with full Lasik/RK procedure coverage.

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

16.2: The officers understand that the life insurance provided by the Township does 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) may be diminished. Any officer requesting disability benefits shall assume the obligation of determining how such option affects his or her life insurance.

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.

## ARTICLE XVII WORKERS COMPENSATION

17.1: Provisions of the workers' compensation laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty percent (80%) of his or her regular rate of pay and the amount received from workers' compensation for the duration of the recovery not to exceed six\_(6) months from the date of the injury, accident or illness.

17.2: For the initial six (6) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he or she were working. At the termination of the said initial six (6) month period, if the employee cannot return to work then he or she shall be granted a second six (6) month extension upon application to the Township Board. The second extension shall not include salary, pay supplements, or benefits unless approved by the Township Board. However, the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six (6) months.

At the end of the second extension, if the employee cannot return to work in the same capacity, the employee's employment relationship shall cease unless the Township Board grants a further extension.

During the second six (6) month extension, and no later than ten (10) months from the injury, the employee shall notify the Township of his or her decision to apply for a disability retirement to allow necessary time for processing prior to the cessation of the employment relationship with the Township.

17.3: Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all workers' compensation checks which they have received to the accounting department.

ARTICLE XVIII  
CLOTHING AND CLEANING

18.1: The cost of cleaning a uniform shall be borne by the Township. The Township reserves the right to take bids and nominate a cleaner or cleaners to provide the services for the officers.

18.2: Each member shall receive a “Bank System” for drawing new personal equipment and clothing each year, and for this purpose, the year shall be computed from April 1 through March 31, and credited as an advance for the contract year.

18.3: Officers shall receive one thousand (\$1,000) dollars in said bank each year, and in addition thereto, they shall receive two hundred (\$200) dollars in cash as an advance payment for the contract year in the first pay in the month of April. Officers assigned to the permanent positions in the Criminal Investigation Division shall receive one thousand (\$1,000) dollars in cash for new clothing each year. Payments are to be paid at the rate of five hundred (\$500) dollars in the first pay period in April, and five hundred (\$500) dollars in the first pay period in October each year.

These payments are an advance cash allowance for clothing to be used in the course of their employment. Cash allowances shall be prorated on a monthly basis if the officers leave said divisions, with credit given for the month of leaving, if over fifteen (15) days are spent in any division in a particular month. The officers assuming these positions during a contract year shall have the right to use the remainder of their bank for that year in the form of cash payments.

18.4: When an officer first enters the service of Clinton Township, they shall be furnished a complete uniform, including a safety vest, by the Township. After they have successfully completed their education courses, their probationary period, and are placed in the seniority system, then, and at that time, they shall be entitled to a clothing allowance as described in the preceding paragraphs; but only upon the date that the same is paid for all officers which shall be prorated to properly account for the time when his or her original complete uniform was given to them.

18.5: The Township shall repair or replace certain personal property broken, damaged or lost in the line of duty, if not through the negligence of the officer, in accord with the following limitations:

- A. Uniform items or personal items complimenting the officer’s performance, as determined by the Chief, damaged or lost in an incident recited above will be repaired or replaced.
- B. Wedding ring shall be repaired or replaced up to a value of \$200.00.
- C. Watches shall be repaired or replaced up to a value of \$200.00.

- D. Personal health items, such as hearing aids, dentures or partials, eyeglasses and the like, shall be repaired, replaced or paid for at a reasonable cost as determined by the Chief upon proper documentation and information being submitted by the Officer.

18.6: 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.

18.7: If a change is made by the Township, the payment for the changed uniform will be made through the allowance provided in this Article. The Township will provide enough time so that such change will not result in a hardship on the officer. The Local Association can grieve an unreasonable change in uniform. In such case the change will not be implemented until an Arbitrator has ruled on the grievance.

18.8: Management shall list brands or specifications of various uniforms required. If they can be purchased at a savings at any uniform shop by the officers, other than the usual source of supply, the officer may follow normal purchase procedure used by the Department to secure said uniform. The clothing allowance shall be limited to purchases of uniforms and equipment as needed to perform assigned duties.

18.9: Safety Vests. The Employer agrees to purchase for each employee a bullet resistant vest. The type and make of such vest shall be approved by the Department prior to purchase. As a condition of this benefit, the employee agrees to wear said vest during all working hours when he or she is on uniform road patrol duty and further agrees to have the vest available for use while on other assignments. The Employer agrees to replace the vest as is necessary or needed, and at intervals of five (5) years. Any vest damaged that is not through neglect will be replaced immediately.

## 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 officer to attend school on a full-time basis. Upon completion of said leave of absence, the officer shall be returned to permanent duty without loss of seniority, provided there is an opening available and the officer is physically able to perform his or her job. It shall be incumbent and mandatory that an officer on an educational leave shall notify the Chief of Police, in writing, 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 Chief of Police 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.

19.2: In the event that the Township does not have an opening available when an officer expresses his or her intent to return to active duty after an educational leave, then and in

that event the officer 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 officer discontinues his or her service with the department to take his or her leave.

19.4: The officer 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 an officer may be granted to said officer for a period of 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 officer may use his or her sick leave that he or she has accumulated. Upon completion of said leave of absence the officer or officers shall be returned to permanent duty without loss of seniority which shall accumulate during this period provided the officer or officers are physically and/or mentally able to perform their duties. The officer 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 officer 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 officer 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 officer still expresses the intent to return to his or her job and is not working elsewhere because of the fact that he or she still is 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: An officer 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 officer 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 officer may maintain his or 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 or she returns to active duty. The officer shall



be able to maintain his or her insurance benefits and the like by paying his or her 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 officer. Upon completion of said leave of absence, the officer shall be returned to permanent duty, provided there is an opening available and the officer is physically able to perform his or her job. It shall be incumbent and mandatory that an officer 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/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 an officer expresses his or her intent to return to active duty after a general leave, then and in that event the officer will be maintained at the top of the eligibility list and the officer 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 officer commences a general leave, his or her right to maintain eligibility is terminated and held for naught.

19.10: That throughout this Agreement, when an officer is on leave, or for some other reason is not presently "actively" employed and under this Agreement he or she 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.

19.11: Military Leave. The Township shall not provide time away from duty unless required by federal or state law. Any employee eligible for time off shall notify the Employer in writing forthwith and notify the Township immediately upon receiving any orders to attend training. The employee, upon request of management, shall attempt to attend training sessions in such a fashion as to minimize the loss of manpower.

## 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 law enforcement agent or the work schedule interfere with their normal duties as law enforcement officers, subject to the approval of the Chief of Police which shall not be unreasonably withheld.

ARTICLE XXI  
CIVIL LIABILITY INSURANCE AND LEGAL COUNSEL

21.1: That the Township shall provide necessary insurance and legal counsel protecting the employee against any civil liability because of alleged false arrest, detention, imprisonment or malicious prosecution. Said policy shall be in an amount of not less than the Township is presently carrying.

21.2: The Local Association shall be issued a copy of the insurance policy, and each employee shall familiarize themselves with the provisions thereof.

21.3: It is incumbent on each employee to secure their own counsel, to work with the attorneys for the Township or the Township insurance carrier, for those lawsuits which could reasonably be expected to exceed the dollar amount of the insurance protection or causes not covered by insurance. Once a determination has been made that the suit could reasonably be expected to exceed coverage, or if for a cause not covered by insurance, the Township will send notice of same to the employee.

ARTICLE XXII  
USE OF PRIVATE AUTOMOBILE

Officers 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, either contrary to the provisions of this agreement or otherwise.

ARTICLE XXIV  
SCHOOL TUITION

24.1: An employee who on his or her days off attends a college, university or trade school in a course or program related to police service, with the approval of the chief of police, shall be reimbursed by the Township for tuition, purchase of books, and other necessary materials required by the course. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation that he or she is enrolled in the course.

24.2: Upon ratification of this agreement, an employees who on his or her days off attends a college, university or trade school in a course or program related to police service, with the approval of the chief of police, shall be reimbursed a maximum of \$2,000 per year by the Township for tuition, purchase of books, and other necessary

materials required by the course. Current bargaining unit members shall be exempt from this provision for a period of four years from the date of signing of the contract.

24.3: Any employee who withdraws from or fails to complete a course after receiving reimbursement from the Township or who fails to obtain a passing grade of "C" or better, shall have thirty (30) days from the date of withdrawal or the date he or she receives less than a "C" grade to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to the employee, such amount may be withheld from his or her pay. Advance notice shall not be necessary if the employee is terminating employment.

24.4: Employees who submit for reimbursement of funds upon enrollment into a class, shall submit at one time all tuition receipts, book receipts, lab fee receipts, etc. Failure to do so will require that the employee hold all additional receipts until the next time he or she applies for tuition reimbursement.

## 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 officer in the performance of his or her duties and to this end the parties agree that the Chief of Police, the Local Association President and a person to be mutually chosen by the Local Association and Chief of Police shall determine what secondary educational hours shall be allowed as credit to an officer 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 an officer 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 officers who have earned an equivalent credit of a certificate, said officers shall receive an additional two hundred dollars (\$200.00) per contract year. For those officers who have earned an equivalent of or an Associate Degree, said officers shall receive an additional four hundred dollars (\$400.00) per contract year. For any officer 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 an officer 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 of an Associate Degree. For those officers 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 officers entitled to educational allowance shall receive their allowance annually, pro-rated as of June 30<sup>th</sup> each year and paid in the first regularly scheduled pay in July.

25.6: For those officers who have become a member of the Clinton Township Police Department after the execution of this agreement who have earned an equivalent credit of a certificate, said officers shall receive a one time payment of two hundred dollars (\$200). For those officers who have earned the equivalent of an associate degree, said officers shall receive an additional one time payment of two hundred dollars (\$200). For any officer 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).

25.7: It is further agreed with respect to those officers entitled to an educational allowance who became police officers 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 WEAPON ALLOWANCE

26.1: Each member shall be compensated at the rate of two dollars (\$2.00) per day for carrying their side arm. Payment for said weapon allowance shall be paid on the last regularly scheduled pay of each contract year.

26.2: It is further agreed that each member covered by this agreement will be allowed to participate in a shooting program, with a minimum of one (1) shooting for qualification, conducted as part of training scheduled during the normal working hours and while on duty.

26.3: It is further agreed between the parties hereto that the police department shall have a qualified gunsmith inspect each weapon at least once a year to clean same and determine its condition relative to tuning and safety, and if any defects are found, the

same will be corrected before the weapon is returned to the Department for use. Each officer shall be provided all new ammunition each calendar year. Ammunition for rounds used or found defective shall be replaced immediately.

26.4: It is understood by the parties that the Department does not require Officers to carry firearms when they are off duty.

## ARTICLE XXVII LONGEVITY

27.1: All members of the department shall commence earning longevity benefits commencing with their sixth year of service after their anniversary date of hire which shall be paid in the last pay period of November for those officers entitled to longevity benefits.

27.2: Longevity shall be computed on the officer's base salary at the time that it is paid, provided, however, it is hereby agreed that the maximum base salary for computation of longevity benefits shall be thirteen thousand dollars (\$13,000.00).

27.3: It is hereby agreed between the parties hereto that if the longevity provisions are improved for any other bargaining units, within the Township, the parties agree to change this section of the contract in accord with the improvements made to the other bargaining units, provided it is an increase in benefits rather than a decrease.

- A. After five (5) years of service, the officer shall receive two percent (2%) of his base pay for the sixth year of service through the tenth year of service once each year.
- B. After ten (10) years of service, the officer shall receive four percent (4%) of his base pay for the eleventh through fifteenth year of service.
- C. After fifteen (15) years of service, the officer shall receive six percent (6%) of his base pay for the sixteenth through the twentieth year of service.
- D. After twenty (20) years of service, the officer shall receive eight percent (8%) of his base pay for the twenty-first through twenty-fifth year of service.
- E. After twenty-five (25) years the officer shall receive ten percent (10%) of his base pay for his twenty-sixth year of service and successive years thereafter.

27.4: It is understood that longevity benefits and payments shall not normally coincide with an officer's anniversary date from the initial date of employment and, therefore,

longevity payments shall be prorated from the completion of an anniversary date to the date of payment in those instances where an officer is first placed upon longevity entitlement and each time thereafter that the percentage increases change. Also, in the event of termination, longevity pay shall be pro-rated to the date of termination on a monthly basis with a fifteen (15) day period allowing credit for the terminating month.

#### ARTICLE XXVIII SHIFT DIFFERENTIAL

28.1: Members who work the afternoon shift shall receive an additional four percent (4%) over their base hourly rate for each hour worked. Members who work split shifts shall receive an additional five percent (5%) over their base hourly rate for each hour worked. Members who work midnight shift shall receive an additional six percent (6%) over their base hourly rate for each hour worked.

28.2: All shift premium payments shall be included with member's regular pay for the pay period when hours were worked and shall include all overtime and holidays as well as regular scheduled shifts, but will not include hours of overtime paid for court appearances.

#### ARTICLE XXIX MEDICAL AND HOSPITALIZATION INSURANCE FOR WIDOWS OR WIDOWERS AND FAMILY

29.1: 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.

29.2: 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.

29.3: 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.

29.4: DUTY DEATH – SPOUSE and DEPENDENT MINOR CHILDREN: Upon death of any full time officer of the police department, should death occur on duty, the Township shall provide a hospitalization and medical insurance policy for the deceased's spouse and dependent minor children and the cost of said policy shall be paid for by the Township.

The hospitalization insurance policy provided for by the Township in this section, shall be equal to the policy provided for the officer prior to his or her death.

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 minor children of the deceased officer, then in that event, the widow, widower's children or guardian for said minor dependent children may elect to have the Township acquire the said hospitalization insurance policy for said minor dependent children with the cost of said policy being paid for by the Township until the child is no longer a minor dependent child.

#### ARTICLE XXX SUBCONTRACTING OF UNIT WORK

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

#### ARTICLE XXXI MINIMUM PERSONNEL REQUIREMENT

31.1: The State of Michigan Voluntary Labor Arbitration Tribunal Award dated August 22, 1997 and the Award Clarification dated February 18, 1998 awarded by Arbitrator Joseph P. Girolamo related to Grievance No. 97-33 are incorporated into this section as follows:

A. Manpower: Minimum manpower, Patrol Officers, for the road patrol will as follows:

Midnight Shift – 12:00 a.m. to 8:00 a.m. – 8 Officers

Day Shift – 8:00 a.m. to 4:00 p.m. – 6 Officers

Afternoon Shift – 4:00 p.m. to 12:00 a.m. – 8 Officers

B. Schedules: Schedules for the Road Patrol will be completed by the Commanding Officer of each shift; Midnights, Days, and Afternoons, as prescribed by Collective Bargaining Agreement, and in compliance with this Procedure. Command Officers completing a schedule will make every effort to comply with the request of the individual officer within the confines of this Procedure.

1. Method of Scheduling: The method of scheduling for the Road Patrol will be known as the 3 Man Rule, outlined as follows:

a. Each Command Officer will divide the officers of his or her shift into groups of three (3).

1. These groups will be established whenever a shift selection is made, per contractual agreement, during the year.

2. Groups of three (3) may be determined by:

a. Special assignment, such as Evidence Techs, early cars, etc. making up a single group.

b. Where officers do not have a special assignment, the Shift Commanders will number those officers as follows:

1	2	3	4	5
6	7	8	9	10
11	12	13	14	15

until all officers in order of seniority have been numbered. Groups will then be a 1, 6 and 11; 2, 7, and 12; 3, 8, 13, etc.

3. Changing Shifts:

a. Any officer changing his or her shift during the year at the order of the Department will be placed in the group of the Officer he or she is replacing, taking the appropriate number within the group determined by his or her seniority.

b. Any officer changing his or her shift during the year as a result of his or her request, will be placed in the group of the Officer he or she is replacing, and taking the seniority of that Officer within that group.

j. Returning from Special Assignments:

a. Should an officer return to the Road Patrol from another assignment such as Detective Bureau, Special Investigation,



COMET, MATS, etc., and the officer has completed his service time with that assigned position, he shall return to his or her assigned shift prior to that assignment.

He or she may be placed in a group at the discretion of the shift commander taking the appropriate number within the group determined by his or her seniority.

- b. Should an officer return to the Road Patrol from another assignment such as Detective Bureau, Special Investigation, COMET, MATS, etc., and the return is the Officer's request prior to the completion of service time, or the Department's request due to the Officer's inability to meet the requirements, he or she shall be placed in the group of the officer they are replacing on the road, taking the appropriate number within the group determined by his or her seniority.

k. Schedules Based on Shift Compliments:

- a. Should a shift not be equally divided into groups of three (3), the odd number, 1 or 2 officers, will be considered a group by itself, with seniority being the first consideration.
- b. The group of less than 3 officers will be filled as additional manpower joins the Shift.
- c. Officers trading shifts or replacing officers on reassignment will not be considered additional manpower.

- b. Shift Commanders will make copies of schedule sheets (Schedule Requests) for each group on his or her Shift containing the following information:

1. The name of each Officer in that group listed by seniority.
2. Each day and date of the twenty-eight (28) day schedule for which the schedule request is intended.
3. Any holidays for which the officers are paid during the schedule.
4. The number of holidays each officer in the group has worked during that holiday year (Christmas Eve through Thanksgiving).
5. Any days that officers will not be allowed off due to special circumstances such as Devils Night, Graduation, Training Sessions, etc.

6. Any work-leave (WL) days schedule for that officer during the schedule period.
- c. Shift commanders will place a copy of the schedule request in the mailbox of the most senior officer in the group.
    1. Should the senior officer in any group be on vacation when the schedule request is placed in his mailbox, it will be the responsibility of the next senior officer in the group to retrieve the schedule request from the mailbox.
    2. Schedule requests will be distributed by the Shift Commander at least five (5) days prior to the date that the shift schedule must be completed.
    3. The Shift Commander will indicate on each schedule request the time and date they are to be returned.
  - d. After receiving the schedule request, the senior officer in each group will contact the members of his or her group and complete the schedule request as follows:
    1. Schedule vacations for any member will be indicated on the schedule covering all dates of the vacation with the following symbols:
 

1)	L	Leave Day
2)	F	Furlough Day
3)	CT	Comp Time
4)	PB	Personal Business Day
5)	PBS	Personal Business (charged to sick time)

Schedule vacations are those vacations which any officer selected and was granted at either the summer or winter vacation pick.
    2. Work Leave Days authorized by the Department with the symbol of "WL" will be entered by the officer if not previously entered by the Commanding Officer.
    3. Leave Days requested for each officer in the group will not exceed a maximum of eight (8) days, and will be indicated by the symbol "L".
    4. Each group will complete their schedule under the following rules:
      - a. Except in cases of Scheduled Vacations and Work Leaves, at least two (2) officers from each group will be scheduled to work.

- b. On ALL HOLIDAYS, at least one (1) officer from each group will be scheduled OFF, in each group of more than one.
- c. Officers WILL NOT indicate any additional days such as furlough days, comp-time, personal business days, etc. above the eight (8) leave days, except in cases of scheduled vacations.
- d. An officer will not schedule him/herself to work longer than eight (8) consecutive days.
  - (1) Officers may take one day leaves using a single leave day.
- e. Officers wishing to take additional days off, over and above their eight (8) leave days will indicate this on the bottom portion of the schedule request as follows:
  - (1) Print your name on the left side of the request in the space provided.
  - (2) Indicate the type of day you are requesting by placing the symbol "F", "PB", "CT" in the box under the date you are requesting.
- f. Should any group or officer in that group violate any of the above rules in completing their schedule request, that request will be placed on the bottom of the request and completed by the Shift Commander as if no request was submitted by the group.
- g. Should, as a result of the group, or any member in that group violating any of the above rules, cause the Shift Commander to be late in completing the shift schedule within contractual requirements, the Shift Commander will complete the shift schedule as if the violating group did not have a request, and will place the days off as he or she sees fit.
- h. Should any group or individual in that group not return a schedule request to the Shift Commander, the Shift Commander will assume that the group and/or individual has no request, and will complete his or her shift schedule as he or she sees fit.
- i. Shift commanders, upon receiving the completed schedule request, and additional requests, will:

- (1) Copy all schedule requests to a master shift schedule under the following restrictions.
- (2) Check all additional day-off requests submitted with each schedule request.
- (3) Grant all requests as follows:
  - (a) Shift Commanders may grant days off down to a minimum requirement set by the Collective Bargaining Agreement if:
    - (i) All work stations for the Department have sufficient personnel needed to do the job. (This is to include Dispatchers, Patrol Officers and Command Officers).
    - (ii) Scheduled events such as Halloween, Graduation, Training, etc. where it is anticipated that more officers will be needed.
- (4) All additional requests to schedule leaves will be granted only on a seniority basis.
- (5) Officers will be called in for overtime whenever the manpower goes below the minimum as set by the current bargaining agreement.

j. Upon completing the shift schedule, the Shift Commander will:

- (1) Enter the schedule in the time book.
- (2) Distribute a copy of the schedule to each officer on the shift.
- (3) Forward a copy to the Road Patrol Commander.
- (4) Forward a copy to Special Services.
- (5) Forward a copy to Dispatch.
- (6) Forward a copy to 41-B District Court.

k. Once the schedule is completed and distributed:

- (1) Days off will not be changed.
- (2) Additional furlough days, personal business days, etc. may be granted as follows:
  - (i) Shift Commander of any shift may grant a day off not on his or her shift if it does not take the affected shift down to minimum manpower. When the shift Lieutenant is not available, his or her Sergeant is authorized to grant additional days off.
  - (b) Should an officer request an additional day off and that request would take the affected shift to minimum manpower, the granting of such day must be approved by the shift commander of the affected shift. The shift Lieutenant shall grant single days off to a number of one (1) above the established minimum manpower, unless special circumstances listed in i(3) dictate others.

4. The shift commanders will maintain a file on all schedule and additional requests submitted by all officers on his or her shift. Such file will be available to all shift commanders.

m. All schedule/time books will be kept under lock and key. Officers will not review a schedule/time book without the permission of, and in the presence of a Shift Commander.

C. Award.

“The Award dated August 22, 1997 is clarified as follows:

An Officer requesting a day off on a given Shift is entitled to have the

request granted so long as the “one (1) above minimum manpower” is maintained and so long as “special circumstances” do not dictate otherwise. Except as mandated in the Award, the Commanding Officer has the responsibility of determining the level of staffing which is required on a given shift. The Department, when a time off request is denied due to “special circumstances,” must maintain that level of staffing for the first four (4) hours of the shift on the day in question and has the obligation of calling in additional staff for a Four (4) Hour minimum so as to maintain this level. The Commanding Officer has the responsibility of determining if an Officer on Overtime is needed beyond the Four (4) Hour minimum.”

31.2: As part of minimum shift compliment there will be no less than two (2) patrol cars staffed by two (2) patrol officers on patrol from 1600 hours to 0700 hours.

31.3: Officers unable to fully perform their regular job duties due to an on-dty injury, on-duty illness, off-duty injury, maternity or non-contagious illness shall have the option of working in light duty status.

When there is more than one (1) officer from the same shift assigned to light duty status, the Department may assign the additional officer(s) to another shift. The following criteria shall be applied when making such shift reassignment:

- A. Officers on light duty due to on-the-job illness or injury shall have preference for shift selection over officers on light duty due to non-duty related reasons.
- B. If the officers are on light duty because of the same reasons (i.e. on-duty or off-duty) the officer with the greater seniority shall have preference for shift selection.
- C. Officers on light duty status that are reassigned to another shift shall receive the higher shift differential of their normal shift or the shift they have been reassigned on.

Officers required to attend medical appointments while off duty shall be paid in compensatory time at the overtime rate of one and one-half (1-1/2) times their normal base hourly rate of for all time spent with a minimum of two (2) hours for each appearance.

31.4: It is agreed and understood that in the event of foot patrol being assigned by the Chief of Police, there shall be two (2) officers assigned to such duty.

31.5: The Clinton Township Police Station will be manned by at least one (1) full-time police officer at all times, who will be responsible for the booking, printing,

photographing and lodging of all prisoners. This officer shall be assisted by the arresting officers when he believes the prisoner or situation creates a potential safety problem.

ARTICLE XXXII  
RESERVE OFFICERS

32.1: All persons utilized as Clinton Township Police Reserve Officers or Dispatchers shall be required to wear shoulder patches on their uniforms and/or badges which clearly and conspicuously distinguish such persons as a reserve officer or dispatcher, whichever the case may be. No reserve officer or dispatcher shall be allowed to wear a badge during outside employment.

32.2: No reserve officers shall be assigned to any member of this bargaining unit without member's consent and then only in the capacity of an observer or trainee. Reserve officers shall not be considered as personnel in regards to Article XXXI Minimum Personnel Requirement.

ARTICLE XXXIII  
TRADING DAYS

The exchange of work days may be permitted with the approval of the Chief of Police or the command officer it was requested of, however, sick days shall never be exchanged, traded in, given away or transferred. If an officer agrees to exchange work days and fails to appear for duty, he/she shall be held responsible for failure to appear that day.

ARTICLE XXXIV  
SEPARATE CHECKS

Where separate checks are referred to in this contract, it is understood by the parties to mean that the accounting department, at its option, rather than issuing separate checks may issue one check for the regular pay period and include in that check the amount that would normally be contained within a separate check for such matters as education allowance, weapons allowance, holiday pay, longevity pay, and show-up time.

ARTICLE XXXV  
WORK ASSIGNMENTS

35.1: 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 of union members and management.

35.2: Any time off granted by the department in the form of vacation time, personal leave, scheduled leave, leave days or other work leave shall not be canceled by the department if it was scheduled forty-eight (48) hours prior. In an emergency, a change can be made, provided a member receives a minimum of forty eight (48) hours notice.

ARTICLE XXXVI  
DEDUCTIONS

The Township will make arrangements for the deduction of United States Savings Bonds and deferred compensation plans from employees' paychecks.

Other than those deductions previously mentioned in this contract, the Township will not be required to make any further deductions from an employee's paycheck unless it is required by law.

ARTICLE XXXVII  
RESIDENCY

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

ARTICLE XXXVIII  
BILL OF RIGHTS

38.1: 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.

38.2: 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.

38.3: The employer and/or employee shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the employer and any employee unless disclosure of such device is made to the employer and/or employee prior to such conversation or the employer has received a proper court order.

38.4: 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.



38.5: 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 officer's performance of official duties.

38.6: 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. Officers may comment in writing to any adverse materials placed in his or her personnel file.

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

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

38.9: Whenever any employee is under investigation or subject to questioning by the employer or its designated representative for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation, interview, interrogation and/or counseling shall be conducted under the following conditions:

- A. The questioning shall be conducted at a reasonable hour, when possible, preferably at the time when the employee is on duty. Questioning shall take place at the Police Department, unless the officer consents to another location or the officer is physically unable to report to the Police Department. If the officer is off duty, he or she shall be compensated at the proper overtime rate listed in Article VIII.
- B. Any employee, at his or 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 counseling, 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 interviewing/interrogating officer and all persons present during the questioning if not already known to the employee.

- D. The employee under investigation shall be informed of the nature of the investigation prior to any questioning and he or she shall be informed of the name of the complainants. Exception is made in those instances where the complainant must remain anonymous for security or confidential reasons, or is unknown to the investigating officer. Transcripts, other relevant documents, evidence and evidence generated by the hearing shall be made accessible to the officer after questioning. Officers shall be notified of the outcome of the investigation.
- E. The questioning session shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The employee being questioned 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 questions.
- G. Upon disclosure, the employee and/or employer will be permitted to record the complete interrogation session including all recess periods. There shall be no unrecorded questions or statements.
- H. If the employee under investigation would have “Miranda” warnings available to him/her as a civilian or is likely to be placed under arrest as a result of the investigation, he or she shall be completely informed of all his or her rights prior to the commencement of the questioning.

38.10: An Employee will not be deprived of liberty or property without due process of law nor denied the equal protection of the laws.

38.11: 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 and/or attorney and has had a reasonable time to discuss the incident with an Association lawyer. The lawyer shall then be able to counsel the officer during his Preliminary Crime Report or any other oral or written statements that may be required.

38.12: 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 XXXIX  
DISCIPLINARY PROCEEDINGS

39.1: When any complaint or charge shall be brought against any 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 officer nor shall be interrogated, except in accordance with the following procedures:

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

39.3: The officer shall first be advised of the charge or charges against him, either by the Chief or by a Command Officer of the Department.

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

39.5: NOTIFICATION OF COMPLAINT. When a complaint against an officer is registered by another member of this department, either verbal or written the officer the complaint is made against shall be notified and given an opportunity to reply to said complainant. When necessary this notification may be withheld until complainant is investigated.

39.6: Disciplinary action which results in loss of pay will be implemented no later than the first scheduled work day following the day that the employee is served with the notice of discipline. Disciplinary suspensions shall result in loss of pay but the employee shall be entitled to benefits as if he or she continued to work.

39.7: The officer and his counsel if any, shall be entitled to a written statement of the charges, against the officer, 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.

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

39.9: If the officer chooses to make a statement and submit to interrogation, any such statement and any answer 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 interrogations shall be privileged and

shall constitute a private record, and shall not be made available without the signed consent of the officer to any person or agency, except pursuant to subpoena issued by or any authority.

39.10: Any and all of the rights and privileges conferred herein upon members of the Association may be waived by the officer, 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 78.

ARTICLE XL  
SALARY STRUCTURE

The parties hereto agree that the annual base salary for patrol officers for the period extending from April 1, 2005 through March 31, 2011, and thereafter until amended, shall be as follows:

	Effective 4/1/2005	Effective 4/1/2006	Effective 4/1/2007	Effective 4/1/2008	Effective 4/1/2009	Effective 4/1/2010
Start	39,929	41,326	42,566	43,843	44,939	45,838
6 mos.	41,185	42,627	43,905	45,222	46,353	47,280
12 mos.	44,322	45,873	47,249	48,667	49,883	50,881
18 mos.	46,208	47,826	49,260	50,738	52,007	53,047
24 mos.	48,721	50,426	51,939	53,497	54,834	55,931
30 mos.	50,603	52,374	53,946	55,564	56,953	58,092
36 mos.	53,742	55,623	57,292	59,010	60,486	61,695
42 mos.	56,880	58,870	60,637	62,456	64,017	65,297
48 mos.	60,020	62,121	63,985	65,904	67,552	68,903

No officer shall suffer a reduction as a result of the implementation of such revised wage scale. Wages shall be retroactive to April 1, 2005.

If the parties have not agreed to schedule negotiations as of March 1, 2011, then and in that event, the Association can request immediate mediation commencing April 1, 2011.

All members of the bargaining unit shall participate in Direct Deposit for all Township pays.

ARTICLE XLI  
PERMANENT SHIFTS

41.1: Shifts for each contract year shall be determined by seniority as a police officer in the Clinton Township Police Department.

41.2: Permanent shifts for non-probationary road patrol officers shall be divided into two (2) periods. The first period shall extend from May through October, consisting of

seven (7) four (4) week schedules and shall be chosen by seniority. The second period shall extend from November through April, consisting of six (6) four (4) week schedules and shall be chosen by seniority. The first period picks shall be made on the third Wednesday in February. Second period picks shall be made on the third Wednesday in August. All road patrol officers shall put down a first, second, and third choice for each period. Specific shift hours, such as early shift or late shift, shall be indicated also. Officers may submit absentee requests.

41.3: The selection process described in Section 41.2 shall only be applicable to officers while assigned to the road patrol and shall not affect the department's right to transfer officers between divisions and bureaus, which may affect the officer's working conditions.

41.4: Permanent shifts for those officers assigned to bureaus or other divisions other than the road patrol shall extend from April 1st to March 31st and shall be selected on the third Wednesday in February by seniority.

41.5: The police administration may rotate probationary officers in three (3) month intervals or as required by the Field Training Officer Program for a period of one (1) year. The number of permanent shift picks will not be affected by those on this one (1) year rotation.

## ARTICLE XLII TERM OF CONTRACT

This contract shall be effective as of April 1, 2005 and shall remain in full force and effect until midnight March 31, 2011. Economic benefits accruing from the effective date of this contract shall be retroactive to April 1, 2005, unless otherwise stated, and shall be paid to bargaining unit members as soon as reasonably possible.

## ARTICLE XLIII 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 XLIV  
PENSIONS

44.1: Members of the bargaining unit shall be provided pension benefits in accord with Act 345 of P.A. 1937, as amended. The parties agree that the de facto operation of the Retirement System for the Charter Township of Clinton consists of a defined benefit plan, commonly referred to as an annuity plan and the defined contribution plan, commonly referred to as a savings plan. These plans have been treated by the parties of this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service Rules and Regulations and the tax laws to maintain qualified plan status of the defined benefit plan (annuity plan) and the defined contribution plan (savings plan) under Section 401 (a) or any other applicable Section of the Internal Revenue Code.

44.2: Officers may retire with normal service of twenty-five (25) years, regardless of age. Upon retirement, a member shall receive a regular pension of two and eight-tenths percent (2.80%) of their average final compensation multiplied by the first twenty-five (25) years of service. Effective upon the signing of this contract, there shall be no pension benefit reduction when an individual member receives full Social Security benefits and the maximum pension benefit allowed will be seventy percent (70%) of final average compensation.

44.3 “Average final compensation” shall mean the average of the three (3) years of highest annual compensation received by the member during their ten (10) years of service immediately preceding their retirement or leaving service. Effective upon the signing of this contract, a member will vest in the pension system at eight (8) years.

44.4: Upon normal service, excluding disability or early retirement, members of the bargaining unit shall be entitled to withdraw up to their accumulated contributions (including interest) to the system, provided that they agree to accept an appropriate lesser monthly benefit. Such lesser benefit is to be computed by the Township’s actuary using a method intended to prevent such contribution withdrawal from costing the Township or the pension fund any additional monies. For purposes of this calculation the actuary shall use the then current interest rate for immediate annuities published by the Pension Benefit Guarantee Corporation and the actuary shall also use mortality table used for the most recent regular actuarial determination.

44.5: The Township shall provide the Union with any changes in the components which make up the elements of Average Final Compensation. At the present time those monetary benefits that are computed for Average Final Compensation purposes are: regular salary, overtime pay, longevity pay, pay in lieu of holiday and/or vacation time, education allowance, show up time and shift differential.

44.6: Effective August 1, 1998; bargaining unit members shall pay a pension contribution into said Act 345 Pension Fund of six and fourteen-hundredths percent (6.14%) of all salary paid.

44.7: Surviving Spouse Benefit for Retiree on Duty Disability Retirement. A surviving spouse of a retiree who is receiving a duty disability pension at the time of death shall continue to receive the same duty disability pension benefit throughout the life of the surviving spouse. It is understood that this would entitle the surviving spouse to the same benefits he or she would receive had the retiree lived to the age of fifty-five (55) years and has selected their spouse as beneficiary under Act 345.

44.8: It is hereby understood and agreed that Section 6 (1) (i) of Public Act 345 of 1937, as amended, shall be amended to provide:

If a member continues in service on or after the date of acquiring 10 years of service credit and does not have an Option I election provided for in subdivision (j) in force, and dies while in service of the municipality before the effective date of the member's retirement, leaving a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had retired effective the day preceding the date of the member's death, elected option I provide for in subdivision (h), and nominated the spouse as survivor beneficiary.

44.9: For employees who retire on or after (April 1, 2008), after 5 years of retirement said retirees will be eligible for annual 13<sup>th</sup> check not to exceed the retiree's normal monthly retirement check. Said check will be distributed if investment funds attributed to the Police members exceed eight (8%) percent. Up to 50% of said excess will be used to make such payments. If 50% of the excess is not sufficient to make a payment equal to a monthly check then the amount available will be distributed equally among the eligible retirees. Unused excess will not be carried over from one year to the next.

44.10: The Township agrees to create a 401(a) defined contribution plan for bargaining unit members who have reached the 70% cap in the Act 345 defined benefit pension system. The 401(a) defined contribution plan will be maintained with Fidelity Investments and will require a mandatory Township contribution of 7% of wages and a mandatory employee contribution of 7% of wages. Thereafter, the Township will match an employee's contribution dollar for dollar at the current maximum allowed by the Internal Revenue Service up to 25%. Upon entering the 401(a) defined contribution plan, the employee's bi-weekly contribution to the Act 345 pension system will cease. During participation in the defined contribution plan, the participant continues with full employment status and receives all future promotions and benefit/wage increases. It is understood by both parties to this agreement that voluntary employee contributions are post-tax contributions. It is also understood by both parties that it is the participant's sole responsibility for analyzing the tax consequences of participation in the 401(a) defined contribution system.

44.11: Upon ratification of this contract, employees may purchase up to a total of two (2) years of combined military and past police service, to enhance their current pension credit, at the employee's contribution rate. Employees must declare intent to purchase said time within sixty (60) days of contract ratification and pay for the service credit within ninety (90) days of declaring intent. The cost to the employee to purchase credit shall be 6.14% of final average compensation eligible wages during the four (4) calendar quarters immediately preceding the employee's declaration of intent to purchase time multiplied by the years that the member elects to purchase. Employees who do not have four (4) calendar quarters of wage history will be allowed to declare intent to purchase credit within sixty days of gaining four (4) quarters wage experience and pay for the service credit within ninety (90) days of declaring intent.

An employee may delay payment for service credit for a period not to exceed two years from the date of declaration of intent to purchase. Any employee electing this option shall have the purchase credit price increased from 6.14% of final average compensation to 7.0%. Further, the calculation of wages shall consist of the four (4) calendar quarters immediately preceding payment and not "declaration of intent" as provided for above. Any payment provided for by this paragraph shall be made while an employee is still employed with the Township. No delayed payment shall go beyond an employee's termination date. The parties agree an employee electing the delayed payment option may authorize a bi-weekly payroll deduction through direct deposit for the purpose of purchasing the service credit.

The ability to purchase up to two (2) years of time will only be available to current members of the bargaining unit. Payment for service time purchase shall be made in a lump sum. Further, the option to purchase military/police service credit will be eliminated for all employees after the sixty (60) day intent to purchase window has expired and the option to purchase military/police service credit will be eliminated for employees hired after the ratification of the contract. The cost of prior police service time purchased by an employee shall not be refundable to the employee under any circumstance nor will it be included as part of any annuity withdrawal refund.

This provision will not be available to any employee having purchased two years of military time previously.

#### ARTICLE XLV HOSPITALS FOR EMERGENCY WORK RELATED INJURIES

The parties agree that in the event of an on duty injury the Township will use the Henry Ford Macomb or the Mount Clemens General Hospital, and each employee will in advance notify the Township of their desire in order to have the information available in the event of an emergency.



ARTICLE XLVI  
MISCELLANEOUS PROVISIONS

46.1: Dress Code For Appearances in Court. Concerning dress code for the appearance of officers in court, the standards are to be set by the Judge in a letter sent to the department.

46.2: In service Training and Other Police Training Programs. The Clinton Township police department will make every effort to ensure that its members are afforded opportunities to increase their knowledge of the job through various in service training programs. Every effort will be made to make sure that each member has an updated first aid card and is also trained in CPR. The training will either be conducted while the member is on-duty or the member will be compensated at the proper overtime rate.

The department will also make arrangements to send at least one man (road patrol) to the Macomb County Community College training programs. This in no way limits the department from sending members to other schools for training purposes, one man per month carried either as work leave or paid the proper overtime rate. Selection shall be based on seniority with the most senior having the first pick and so on down the list until every member has had a choice, then the list starts over again. However, a member may choose not to attend and thus pass his choice on down to the next on the list.

The department shall equalize training sessions between the command officers and the patrol officers by sending at least an equal number of patrol officers to specialized classes or seminars as they send command officers.

The training sessions established by the department are considered mandatory for all members, provided the notice of same is posted at least thirty (30) days, when possible, in advance of the session. If the member is not excused by the Police Chief or the Inspector or their designee, then the first training period missed shall result in a sanction of one day suspension without pay for such member and any additional failures to attend which results in two or more within a one (1) year period shall subject the officer to additional sanctions, up to and including discharge. If an officer is excused from training, the training session will be made up at a latter date. The department will schedule the date for a make up, at which time an officer maybe either on duty or off.

46.3: Vehicle Specifications. The department agrees to furnish patrol vehicles which have a minimum of one hundred six (106) inch wheelbase and are equipped with air conditioning.

Upon mutual agreement of the Chief of Police and the Local Association Executive Board, vehicles used for other purposes may be equipped with a minimum wheelbase less than one hundred six (106) inches.

46.4: Accrued Time Earned. The department shall provide members of the bargaining unit with a running total of their accrued vacation, sick, and personal business days every four (4) months.

46.5: The Police Department will provide a glass enclosed and locked bulletin board for the exclusive use of the Local Association in posting Local Association notices and job opening announcements. The notices will not include political advertisements.

46.6: K-9 Officer. Vacancies in the position of K-9 Officer shall be filled in accordance with Article 6.5. The K-9 Officer will be paid a premium equal to three and three-quarters (3 3/4) hours at straight time per week. The K-9 Officer will be assigned a Police Department vehicle which will be designated as the K-9 Unit. The maintenance for this vehicle will be paid for by the Clinton Township Police Department. The cost for medical care and food for the canine will be assumed by the Clinton Township Police Department. The K-9 Officer will be provided a minimum of two (2) training days per month for the K-9 Program and the K-9 Officer will be granted Work Leave Days for same. Assignment of K-9 will be working life of the dog.

#### ARTICLE XLVII FIELD TRAINING OFFICER PROGRAM

The following conditions shall apply in the implementation and operation of the Police Department's Field Training Officer Program.

47.1: Field Training Officers will be provided with forty (40) hours of MLEOTC certified instruction for FTO to prepare the skills necessary to apply practical in-the-field training/coaching techniques and to reliably assess the trainee's performance.

47.2: The FTO will receive one (1) hour of overtime for each eight (8) hour shift worked with the trainee.

47.3: The FTO will receive two (2) hours of compensatory time for each forty (40) hours worked with the trainee.

47.4: Overtime will be paid for regular scheduled FTO Unit meetings if applicable.

47.5: The trainee will not count in the calculation of minimum manpower.

47.6: The FTO in the first four (4) weeks of training will not be counted in minimum manpower. After the first four (4) weeks, the FTO will not be counted towards minimum manpower if the trainee is brought in for pre-scheduled training.

47.7: The FTO and the trainee will not count as a two (2) officer car.

47.8: Reference to this Article the probationary officer will be referred to as a trainee.

ARTICLE XLVIII  
POLICE DETECTIVE CLASSIFICATION

The following conditions shall apply in the implementation and operation of the Police Detective Classification.

48.1: This is a non-supervisory career position. Employees in this classification shall be allowed to accept transfers to other permanent positions and promotions or to return to the position of patrol officer.

48.2: Four (4) years seniority is required to be eligible to test for this position.

48.3: Promotions to this position will be made in accordance with Civil Service procedures.

48.4: Employees in this classification will be paid one hundred ten percent (110%) of a police officer's maximum base pay upon assuming the position.

48.5: Employees in this classification shall continue to receive all benefits provided to police officers under this collective bargaining agreement.

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

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN:

\_\_\_\_\_  
Kenneth E. Grabowski  
Business Agent

CLINTON TOWNSHIP POLICE  
OFFICERS ASSOCIATION

\_\_\_\_\_  
Brian Majur, President

\_\_\_\_\_  
Tom Wixson, Vice President

\_\_\_\_\_  
Matt Gerling, Secretary

\_\_\_\_\_  
Nick Mixon, Recording Secretary

\_\_\_\_\_  
Timothy Standfest, Treasurer

BARGAINING TEAM

\_\_\_\_\_  
Vince Collura

\_\_\_\_\_  
Larry Emerson

\_\_\_\_\_  
Dan Allen

\_\_\_\_\_  
Lee Delor

CHARTER TOWNSHIP OF CLINTON:

\_\_\_\_\_  
Robert J. Cannon  
Township Supervisor

\_\_\_\_\_  
Dennis C. Tomlinson, Clerk

\_\_\_\_\_  
Fred Posavetz, Chief of Police

\_\_\_\_\_  
William S. Smith  
Human Resources Director

APPENDIX "A"  
PAY IN LIEU OF HEALTH INSURANCE COVERAGE

The Union 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 B to this Agreement.
- B. Amount of Benefit. The Employment will compensate the employee in the amount of \$100 per pay period in addition to his or 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 retro-active 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 or 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 or her insurance coverage, he or she must drop it for him/herself and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his or her children).
7. 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 "B"

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

In 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 loss 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 of Clinton Township's group medical plans at a later date, I will be subject to the plan's enrollment rules.

\_\_\_\_\_  
Name (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMER

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

LETTER OF UNDERSTANDING  
BETWEEN  
CLINTON TOWNSHIP  
AND THE  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Both parties hereby agree that Article XXXVIII and Article XXXIX of the Collective Bargaining Agreement is clarified as followed: Employees being interviewed, solely for internal investigative purposes, and who are ordered to make a statement as a condition of employment, shall only be advised of their Garrity Rights.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CLINTON TOWNSHIP

---

Kenneth E. Grabowski

---

Al Ernst, Chief of Police

CLINTON TOWNSHIP POLICE  
OFFICES ASSOCIATION

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Thomas Scherer, President