



**POLICE COMMAND OFFICERS
CBA
JANUARY 1, 2018
To
DECEMBER 31, 2021**



Table of Contents

ARTICLE	PAGE NO.
ARTICLE I – PURPOSE	1
ARTICLE II - MANAGEMENT RIGHTS	1
ARTICLE III - UNION MEMBERSHIP AND CHECK OFF OF UNION DUES ...	2
ARTICLE IV - UNION STEWARDS.....	3
ARTICLE V- GRIEVANCE PROCEDURE	4
ARTICLE VI - SENIORITY	5
ARTICLE VII - NON-BARGAINING UNIT EMPLOYEE	6
ARTICLE VIII - SAFETY	7
ARTICLE IX-ANIMAL COMPLAINTS.....	7
ARTICLE X - GENERAL.....	7
ARTICLE XI - EDUCATION	10
ARTICLE XII - FIREARMS PROFICIENCY	10
ARTICLE XIII - CLOTHING & EQUIPMENT	11
ARTICLE XIV- PROMOTIONS.....	11
ARTICLE XV - WAGES AND HOURS	13
ARTICLE XVI - COURT APPEARANCES	16
ARTICLE XVII - HOLIDAYS.....	16
ARTICLE XVIII-ANNUAL VACATIONS AND PAID SICK DAYS	16
ARTICLE XIX - INSURANCE	19
ARTICLE XX - RETIREMENT	22
ARTICLE XXI - LEAVES OF ABSENCE	24
ARTICLE XXII - DRUG TESTING POLICY	27
ARTICLE XXIII - ANTI-DISCRIMINATION CLAUSE.....	36
ARTICLE XXIV - NO STRIKE OR LOCKOUT	36
ARTICLE XXV - SEVERABILITY.....	36
ARTICLE XXVI - DURATION	36

AGREEMENT

This AGREEMENT, made and entered into as of the _____ 2018, by and between the CHARTER TOWNSHIP OF VAN BUREN, hereinafter called the "Employer" and the POLICE OFFICERS LABOR COUNCIL - COMMAND OFFICERS, hereinafter called the "Union".

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in terms and conditions of employment during the term of this Agreement of all Command Officers employed by the Employer at its facility, located at 46425 Tyler Road, Van Buren Township, Michigan.

The POLC Command Unit has also agreed to allow the employer to retain the "Deputy Director of Police" as a non-bargaining unit employee.

ARTICLE I – PURPOSE

The purpose of this Agreement is to reduce to writing the total understanding of the parties regarding wages, benefits and working conditions of employees of the Employer covered by this Agreement, and that all such understandings be written to be mutually binding. The agreements concerning wages, benefits and working conditions expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Employer without limit or exception, including but not limited to Employer pension programs, wage statements, fringe benefit statements or employee personnel booklets. All employee benefit programs have been reviewed by the parties of this Agreement and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

ARTICLE II - MANAGEMENT RIGHTS

It is recognized that the government and management of the Township, control and management of its properties, and the maintenance of municipal functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility, except as limited by law. Nothing in this Agreement shall be construed as to limit or impair the right of the Employer to exercise its own discretion in all of the following matters. Such rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are: All rights involving public policy, the rights to decide the number of employees, to create or eliminate positions, work normally performed within the unit, the right to hire, lay-off, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice thereof to the Union and employees, to require compliance therewith by employees; the right to discharge or discipline for just cause and to maintain discipline and effectiveness of employees, to make and change rules, regulations and orders

which are not inconsistent with the terms and provisions of this agreement; the scheduling of work, methods of departmental operations, the selection, procurement, designing, engineering, purchasing, and control of equipment, supplies and materials, the right to determine the size of the management organization, its functions, authority, amount of supervision, organizational chart; to develop and amend mutual aid agreements with other agencies and organizations, to determine training requirements and training methods, and the right to contract for services by others. The Employer shall have all other rights and prerogatives, except those rights, powers, prerogatives that are limited by law or specific provisions of this Agreement.

ARTICLE III - UNION MEMBERSHIP and CHECK-OFF of UNION DUES

To the extent the laws of the State of Michigan permit, it is agreed that:

- 1) The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of Union dues or fees.
- 2) The Employer agrees to make Union payroll deductions each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.
- 3) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employee's options with respect to becoming or not becoming a member of the Union.
- 4) Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
- 5) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the Employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

- 6) Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.
- 7) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- 8) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- 9) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

ARTICLE IV - UNION STEWARDS

SECTION 1. The employees shall be represented by a Police Officers Labor Council Representative, the chief steward and one (1) alternate steward. The Employer shall not be required to meet with more than four (4) persons at grievance meetings and during contract negotiations.

SECTION 2. Any one (1) member of the union committee will be permitted to leave his/her work assignment when he/she has obtained the permission of his/her supervisor which shall not be unreasonably withheld, for the purpose of handling an alleged violation of this Agreement. Any employee so leaving his/her work shall record his/her time of leaving and returning to work on appropriate time cards and shall not leave his/her work until his/her supervisor has had reasonable time to provide a replacement, if necessary, subject to overriding work considerations.

SECTION 3. Members of the union committee shall be compensated for necessary time spent in adjusting grievances during regular department working hours, including arbitration; provided, however, such committeepersons shall give the Employer an accurate account of time lost in adjusting grievances.

SECTION 4. The Union shall supply the Employer with a list of names, addresses and telephone numbers of the members of the union committee, together with all changes as they occur. The Township shall recognize only those employees so listed.

SECTION 5. A committeeperson will be retained as long as a shift is in operation; provided the Employer has work assigned which a committeeperson is qualified to perform and a committeeperson is available for such work. If no committeeperson qualifies under the above rule, the Union may designate another employee who had

been assigned to such work to represent the employees for that period.

SECTION 6. Members of the union committee shall perform their regular assignments, except when it is necessary to leave their work for contract negotiations and/or to handle grievances as provided herein.

SECTION 7. Upon request of the aggrieved, grievant has the right to representation by a union steward.

ARTICLE V- GRIEVANCE PROCEDURE

SECTION 1. A grievance is an expressed violation of a specific article or section of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. Either party to the contract, an employee or group of employees, may file a grievance.

SECTION 2. All grievances shall be settled only in accordance with the procedures set forth in this Article.

SECTION 3. Grievances shall be taken up promptly and will not be considered or discussed if presented later than seven (7) calendar days after the occurrence has become known or should have been known by the aggrieved. The parties may agree to extend the time limits in writing. All grievances shall be handled in accordance with the following steps:

STEP 1. Any employee having a complaint shall first take up the matter with his/her immediate supervisor, with or without the presence of his/her steward. Every attempt shall be made to reach a settlement. If a satisfactory conclusion is not reached, the grievance shall move to STEP 2 within seven (7) calendar days of the conference with the immediate supervisor.

STEP 2. The employee and/or his or her steward shall reduce the matter to writing, stating all facts in detail and the article(s) and section(s) of the contract alleged to have been violated. This shall be submitted to the Director of Public Safety within seven (7) calendar days of the discussion with his/her immediate supervisor. After receipt of the written grievance, the Director of Public Safety shall schedule a conference within ten (10) calendar days, with the employee and/or steward. The Director of Public Safety shall return a written answer to the employee and steward and to the Township Board Representative to the Police Department, within seven (7) calendar days of the conference. If a satisfactory conclusion is not reached, the grievance shall be moved to STEP 3.

STEP 3. If the grievance has not been settled in STEP 2, the grievance may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after STEP 2. All matters submitted to arbitration shall be submitted to the Michigan Employment Relations Commission. In discharge or discipline matters, the arbitrator shall have the authority to determine guilt or innocence and assess the degree of penalty; The arbitrator shall have no power or authority to alter, amend, add or subtract from the terms of this agreement. The arbitrator's decision shall be final and binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between

the parties, except that each party shall pay the expense of their own witnesses. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services (other than employment held prior to the discipline) that the employee may have received from any source during the period in question.

SECTION 4. Grievances regarding discipline or discharge shall start with the conference outlined in STEP 2 of the grievance procedure.

SECTION 5. If, at any step of the grievance procedure, the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration. If the Employer fails to answer the grievance within the prescribed time limits, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration.

ARTICLE VI - SENIORITY

SECTION 1. DEFINITION. Seniority shall be determined as the length of service from the last date of hire. Seniority shall be determined first by the employee's rank, second by the date of rank and finally by the employee's last date of hire.

SECTION 2. MAINTENANCE OF LISTS. The Employer shall maintain up-to-date seniority records for all employees. The Employer will notify the Union, in writing, of any changes in, or additions to, such seniority lists quarterly and the Union will have five working days to challenge said change or addition.

SECTION 3. BREAKING TIES IN SENIORITY. In the application of seniority under this article, if seniority is equal, the adjusted seniority date of hire shall prevail. If seniority is still equal, the first letter of the last name (in alphabetical order) shall prevail.

SECTION 4. LAYOFF AND RECALL. The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable:

- A. Reserve police officers shall not be used if any bargaining unit member is on lay-off. However, they may be utilized (as they have been historically) in non-paid positions, such as accompanying paid police officers in patrol vehicles, crime prevention activities, and other events;
- B. Probationary employees shall first be laid-off.
- C. Employees shall then be laid-off in accordance with their seniority, beginning with the least senior employee.
- D. When increases in employment occur, senior employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.

SECTION 5. LAYOFF NOTICE. In the event of a layoff, employees shall be

given (7) seven days' notice of layoff. An employee on layoff shall be given seven (7) days' notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed, in writing, and mailed first class to the address last provided the Employer by the employee. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

SECTION 6. LOSS OF SENIORITY. An employee shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

- A. The employee quits.
- B. The employee is discharged for just cause.
- C. The employee is absent from work for three (3) consecutive working days without properly notifying the Employer prior to the end of the employee's shift on the third day, unless a written satisfactory reason is given for the failure to report
- D. The employee obtains a leave of absence under false pretenses or fails to report to work within three (3) working days after expiration of an approved leave of absence, unless a satisfactory reason for such failure is given.
- E. The employee retires.
- F. The employee is laid-off for a period of two (2) years or the length of department seniority, up to a maximum of five (5) years.

SECTION 7. SENIORITY OUTSIDE BARGAINING UNIT. Employees promoted, transferred, assigned or appointed to positions outside the bargaining unit from and after January 1, 1994 shall accumulate seniority in the bargaining unit for a one (1) year period. After the one (1) year period, the seniority shall be frozen. Employees promoted to positions outside the bargaining unit prior to January 1, 1994 shall continue to accumulate bargaining unit seniority. The freezing of bargaining unit seniority shall only be applicable for bidding and/or bumping purposes and shall not affect economic benefits related to the accumulation of seniority.

ARTICLE VII - NON-BARGAINING UNIT EMPLOYEE

SECTION 1. Non-bargaining Unit employees shall not perform work regularly assigned to an employee covered by this agreement which will deprive said employee(s) of his/her regular job; however, this section shall not be construed to prevent non-bargaining unit employees from working on hourly rated jobs in the following situation:

- A. In the instruction and training of employees.
- B. Covering work when employees are not available, such as tardiness, having to leave early, absence during overtime hours.

ARTICLE VIII – SAFETY

SECTION 1. STAFFING. The Employer will attempt to maintain at least two (2) supervisors on each patrol shift, one (1) supervisor assigned to the investigative unit and one (1) supervisor assigned to administrative duties. It is recognized that on occasion the employer may not be able to maintain the number of cars set forth herein, in which case the number of cars may be reduced. When transporting two (2) or more prisoners, or any violent felon, there shall be a minimum of two (2) officers per vehicle, one of whom may be a reserve.

SECTION 2. VEHICLE CONDITION. The Employer shall not require an employee to operate a vehicle that is not in safe operating condition. The parties further agree to comply with the specifications contained in the current motor vehicle code. An employee shall report immediately, or at the end of his/her shift, all defects in or damage to police vehicles. Such reported vehicles that are unsafe to operate shall be removed from the road until said defect is corrected.

SECTION 3. In the event an employee shall claim the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of his/her supervisor, in writing, with a copy to the union steward. If the reported complaint is not satisfactorily resolved by the supervisor, the member may exercise his/her right to direct recourse to the grievance procedure as provided by this Agreement.

SECTION 4. All grievances and disagreements relating to this article shall be instituted at STEP 2 of the grievance procedure.

ARTICLE IX - ANIMAL COMPLAINTS

Police officers shall not be required to handle the animal complaints historically handled by the animal control officer. The parties further agree when animal control officers are not on duty, police officers shall respond to any call for service involving animals, including, but not limited to barking dogs, animal bites, and vicious, stray, or injured animals. If upon arrival of the police officer, a determination is made for the services of the animal control officer, said request shall first be approved by the shift supervisor.

ARTICLE X - GENERAL

SECTION 1. A copy of this Agreement shall be provided by the Employer to all officers upon their request.

SECTION 2. Upon request, the Employer shall allow the Union use of a conference room located in the Township Hall, based upon availability.

SECTION 3. The Employer shall provide a suitable size bulletin board in the squad room for the use of the union committee.

SECTION 4. A file cabinet with a lock will be donated to the union committee and will become the property of the Union.

SECTION 5. Union members shall have the right to review their personnel file in accordance with applicable law. Members shall be furnished a copy of any disciplinary entry.

SECTION 6. Paychecks will be distributed on the basis of the current established practice.

SECTION 7. It is understood that under the "Management Rights" clause, the Employer has the right of job assignment. The Employer agrees that consideration will be given to senior employees for job assignments providing qualifications are equal. If an officer with less seniority is given an assignment, an officer with greater seniority who had submitted a notice of interest will have the right to speak to the Director or his designee to be advised of any areas of concern and/or improvement relevant to the assignment. The Director or designee's response shall be in writing.

SECTION 8. Supervisors shall be able to supervise, provide leadership, or discipline in any manner consistent to effectuate the policies of the Van Buren Department of Public Safety.

SECTION 9. No employee will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

SECTION 10. The Employer shall defend and hold harmless a member against whom a claim or civil suit is brought by third parties for any lawful act, action, or omission arising in the course or out of his/her employment. The determination of whether or not an act of an officer is lawful or unlawful shall be determined by a trier of fact. Law enforcement operations, by nature, have liability exposures that officers must recognize. The parties agree routine risk control training is necessary in an effort to reduce exposures and liability.

SECTION 11. In the event the Employer discontinues its operation at its present location and expands its police operation to another location, the parties agree that this contract will remain in full force and effect.

SECTION 12. In the event the Employer should consider contracting its police services to an outside agency, negotiations pertaining to said contracting shall be held prior to any action by the Employer.

SECTION 13. All employees shall follow the chain of command.

SECTION 14. Employees shall have the opportunity to accept or reject special event assignments prior to such offer being made to reserve police officers.

SECTION 15. Employees directed or required to use their own vehicle for purposes related to their employment shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the Employer. The Employer's obligation for damages received by a privately owned vehicle under such conditions shall be limited to the reimbursement of the deductible amount of the individual's insurance coverage, not to exceed the sum of \$500.00, providing the employee is not negligent in the operation of the vehicle. The employee must show

proof that the vehicle was repaired and a police accident report must be submitted to the Director of Public Safety. If the Employer has a vehicle available, the employee shall be allowed use of same for purposes related to their employment.

SECTION 16. When an employee is disciplined or discharged, a Union Steward shall receive a copy of the action being taken in writing (including the reason for the discipline or discharge) at the time the discipline or discharge is issued.

SECTION 17. The Employer will provide an unmarked department vehicle for each member of the unit holding the rank of Captain, and each member assigned to the Investigations Bureau and Special Investigations Bureau to drive to and from work and home if the employee resides twenty (20) miles or less from the Township, subject to the expectation that any member assigned to these units shall remain available on a 24/7 call basis and will report for duty whenever needed.

SECTION 18. Whenever an employee is under investigation or subject to examination or questioning by a commanding officer and/or the appropriate bureau or unit for any reason which could lead to disciplinary action or charges, such investigation or questioning shall be conducted under the following conditions:

- A. The Employer will advise both the Union and the accused employee of all allegations prior to any questioning when a citizen's complaint has been lodged against him or her. The employee may elect to have a Union Steward present at the time of questioning.
- B. The questioning shall be conducted on an as needed basis.
- C. The employee under investigation shall be informed of the nature of the investigation prior to any questioning.
- D. The employee under investigation shall not be subjected to nor use abusive language. No promise or reward shall be made as an inducement to answer any questions, nor shall his/her name, home address or photograph be given to the press or news media without his/her consent.
- E. If the employee about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the employee shall be completely informed of all his/her constitutional rights prior to the commencement of any questioning.
- F. Prior to imposing any disciplinary action, the Union shall be notified and allowed to be present if the employee requests Union representation.
- G. In the event an employee is suspended pending an investigation, it shall be with pay pending official action.
- H. No employee shall be required to subject himself/herself to a polygraph examination.

- I. No employee shall be subjected to disciplinary action for failure to reveal his/her testimony while appearing before a State or Federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.

ARTICLE XI - EDUCATION

SECTION 1. An employee, required by the Employer to attend any school, shall continue to receive his/her salary during schooling.

SECTION 2. An Employee may submit to the Director of Public Safety a written request to attend approved courses. Such request may include (if applicable) portions of days or whole days. If permission is granted by the Director of Public Safety and at least two of the full time members of the Township Board for the employee to attend the course(s), the employee, upon successful completion of said course with a grade point average of 2.0 or higher, shall be reimbursed for the costs of tuition, books and fees in connection with the course.

Tuition reimbursement shall be limited to three (3) bargaining unit members per calendar year with a maximum of \$2,200 per employee per year. Requests for tuition reimbursement must be submitted by July 1st in the calendar year prior to attendance. Approval is given on a first come first served basis. If approved, the employee shall be approved for tuition reimbursement the entire calendar year. Employees shall be eligible to reapply every year. The employer shall engage in a good faith effort to approve tuition reimbursement requests when funding is available. Tuition reimbursement is available for associate, bachelor or masters degrees.

SECTION 3. Training shall be assigned based upon departmental need, officer's availability, and skill levels of the officers. Any employee desiring to attend a school or seminar shall submit a request in writing to the Director of Public Safety. The agreed upon cost of said school or seminar shall be paid by the employer.

SECTION 4. An employee may submit to the Township Board, a written request for educational leave and/or to attend courses. Such request may include (if applicable) portions of days or whole days. If permission is granted by the Director of Public Safety and at least two of the full-time members of the Township Board for the employee to attend the course(s), the employee, upon successful completion of said course with a grade point average of 2.0 or higher, shall be reimbursed the costs of tuition, books and wages lost in connection with said leave and/or courses.

SECTION 5. Upon completion of any course, a permanent record of same shall be placed in the employee's personnel file.

ARTICLE XII - FIREARMS PROFICIENCY

Employees covered under this Agreement shall be required to pass a firearms qualification course determined by the Employer. Said qualification shall evaluate the officer's proficiency with firearms authorized for carry by the Employer. The employer shall supply all required ammunition.

ARTICLE XIII - CLOTHING & EQUIPMENT

SECTION 1. It is the responsibility of the Employer to supply any clothing or equipment, other than shoes, which they require employees to wear or use.

SECTION 2. It shall be the Employer's obligation to dry clean the winter coats twice a year. The employee will have said coat dry-cleaned at a cleaner designated by the Employer. If the uniforms are changed from the current wash and wear type to a dry clean type, the Employer agrees to pay for dry cleaning of such uniforms.

SECTION 3. If a uniform or article of clothing is damaged in the line of duty so as to render it unfit, the Employer will replace it without cost to the employee.

SECTION 4. Employees covered under this Agreement shall be issued protective body armor by the Employer. Said body armor shall be maintained and replaced according to the manufacturer's specifications.

ARTICLE XIV - PROMOTIONS

SECTION 1. GENERAL

- A. The Employer shall determine if a vacant position is to be filled. If the Employer decides to fill the position it shall be done in accordance with this Article.
- B. Notice of promotional examinations shall be posted within the police department for a period of at least sixty (60) days prior to the examination.
- C. Qualified members of the Union shall apply by providing a written notice of interest to the Director of Public Safety prior to the listed application closing date. Failure to provide notice of interest within this period shall be considered as having refused to apply.
- D. If there are no qualified applicants who are members of the Union or no one applies for a listed promotion, the Employer may test and hire qualified applicants outside the Union. Upon completion of the testing process, a list shall be established ranking applicants from the highest score to the lowest, with the highest-ranking applicant being promoted first. This list shall be available to each employee tested and shall include their total score. The promotional list shall be valid for a period of two years from the date of posting.
- E. During the probationary period, current employees who are promoted and determined to be unqualified shall be returned to their previous position. The decision of the Employer shall be set forth in writing and shall include the reason(s) for the disqualification and shall not be subject to the grievance procedure and/or arbitration procedures set forth herein unless the employee is terminated rather than returned to their previous position. Employees who are disciplined during their probationary period (as opposed

to disqualified) shall have the right to grieve the disciplinary action, including the right to arbitrate. However, should the Employer in addition to imposing discipline, disqualify a probationary employee, only the disciplinary action(s) shall be subject to the grievance and arbitration procedures.

SECTION 2. PROMOTION TO LIEUTENANT. When an opening becomes available for Lieutenant the following terms shall apply:

- A. Command Unit candidates shall have a minimum of one (1) year of employment (from the last date of hire) as a sergeant.
- B. An employee promoted to Lieutenant shall serve a six (6) month probationary period.

SECTION 3. PROMOTION TO CAPTAIN. When an opening becomes available for Captain the following terms shall apply:

- A. Command Unit candidates shall have a minimum of two (2) years of employment (from the last date of hire) as a Sergeant and/or Lieutenant or combination of both. An employee promoted to Captain shall serve a six (6) month probationary period.

Written Examination:	100%
Oral Interview Board:	100%
Education:	3 BONUS points
Seniority:	3 BONUS points
Admin/Com Staff Evaluation:	2 BONUS points

An employee must have a minimum score of 70% on the written examination (EMPCO) in order to proceed to the oral interview board.

An employee must have a minimum score of 70% on the oral interview board (outside LE Panel) to continue in the promotional process. The oral interview board will be comprised of outside command officers holding a minimum rank of that rank which is being tested for and above from law enforcement agencies.

The combined scores of the written and oral interview board must be a minimum of 70% to continue in the process.

Candidates shall be ranked on the promotional eligibility list in order of their combined weighted score on the written examination, oral board interview, and Administration/Command Staff Evaluation BONUS Points.

Promotions within the bargaining unit and to Police Sergeant shall be made from the promotional eligibility list by selecting the top person receiving the most points on the list.

Once the appointment is made, the selected employee will serve a six month probationary period during which they will perform the job duties of the Police

Lieutenant or Captain. If at the end of this six month period the employee can adequately perform the job duties, they will be permanently raised to this position. If it is determined anytime during this six month period that the employee cannot adequately perform the job duties, they will be returned to his/her prior position and the higher classification will then be refilled according to the provisions of this Article.

A. Employees can earn up to 8 BONUS Points combined in the following areas:

1. Education BONUS Points. (maximum 3 points)

2. Employees will also earn points for education as follows:

Associates Degree 1 Point

Bachelor's Degree: 2 Points

Master's Degree: 3 Points

3. Seniority Points. (maximum 3 points)

Employees will earn Seniority BONUS Points for the time they have served with the Van Buren Township Police Department.

Twenty Years: 3 points

Fifteen Years: 2 points

Ten Years: 1 point

Administrative/Command Staff Evaluation BONUS Points. (maximum 2 points)

Administrative/Command Staff Evaluation Points is the input of The Deputy Director/Police and the Director of Public Safety. They will have one (1) point each to give to a candidate of their choice if so desired and see fit. Administration may abstain from giving their individual point if so desired.

Calculation:

The seniority and education points will be calculated utilizing the last calendar date of the 60 day promotional process posting.

The Police Administration will calculate each employee's participation points.

ARTICLE XV- WAGES AND HOURS

SECTION 1. GENERAL INFORMATION

A. This Article is intended to define the normal hours of work to provide the basis for calculation of payment, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

B. All employees are expected to perform their regular work within the shift

hours to which they are assigned. Employees who are requested to report early for preparatory work will be paid for such time worked. Other time beyond their regular shift will be paid if approved by the Director of Public Safety or his designee.

- C. The normal work shift for all employees covered under this Agreement shall consist of eight (8) hour durations or twelve (12) hour durations as deemed necessary by the Employer, who must give at least thirty (30) days' notice to employees prior to any changes in shift duration or rotation.
- D. An exception to the 30 day notice of change of schedule: sergeants that bid to the relief sergeant position(s) will be given a minimum of seven (7) days' notice of change of schedule to accommodate their relief sergeant duties. Nothing shall prohibit the changing of schedules in a lesser time frame should an emergency or unforeseen circumstances take place.
- E. The parties agree to allow employees the opportunity to work a twelve hour schedule, as deemed necessary by the employer, with the following provisions:
 - 1. The work period shall consist of fourteen (14) days.
 - 2. During this fourteen (14) day period, employees who work their normal schedule consisting of eighty-four (84) hours shall be compensated at non-overtime rates.
 - 3. Employees who work more than eighty-four (84) hours in this fourteen (14) day period, but less than one-hundred (100), shall be compensated at one and one-half times their regular rate of pay.
 - 4. Employees who work in excess of one-hundred (100) hours in this period shall be compensated at double their regular rate of pay.

SECTION 2. OVERTIME/CALL-IN PAY

- A. DEFINITION. Overtime is authorized time worked in excess of forty (40) hours in a workweek, unless otherwise agreed to by the parties.
- B. Employees who have completed forty (40) hours during a scheduled work week (other than the eighty-four (84) hours in a fourteen (14) day period) shall be paid at the rate of time and one-half for all time worked in excess of forty (40) hours, unless otherwise agreed upon between the parties. Full-time employees working over forty-eight (48) hours in a scheduled work week shall be paid at the rate of double time for all time worked in excess of forty-eight (48) hours, unless otherwise agreed upon between the parties.
- C. There will be no pyramiding of overtime and overtime will be paid at the specified rate even though the hours worked might qualify for overtime under more than one provision of this Agreement.
- D. Any employee who takes advantage of the overtime provisions mentioned herein by working overtime hours and then losing time by coming in late or

taking off without good cause during the same pay period, shall be subject to disciplinary measures.

- E. Authorized paid vacation, sick days, and paid holidays, shall be considered as time worked for overtime purposes.

- F. Any employee, who is called into work, is permitted to appear or is sent home for lack of work, shall receive a minimum of four (4) hour's work or pay at their appropriate rate of compensation.

SECTION 3. OVERTIME DISTRIBUTION

- A. The Employer shall maintain a proper list of overtime assignments so as to insure fair distribution of overtime among all eligible in the classification. Overtime will be offered to officers in the unit in the reverse order of the amount of hours worked, without regard to rank.

- B. **Unscheduled Call Back:** Employees called back outside their regular hours on an unscheduled basis, shall be paid overtime rates for the total time worked with a minimum of four (4) hours at time and one-half for each call back: except that employees may be offered less than two (2) hours call back time in conjunction with a regularly scheduled shift.

SECTION 4. WAGES

A. Employees employed under this Agreement as of the date of ratification shall receive retroactive pay at their appropriate rate of pay.

Sergeants:

17.5% above top patrol officer,

Lieutenants:

9% above top sergeant

Captains:

7.11% above top lieutenant

SECTION 5. SHIFT BIDDING. Employees assigned to road patrol shall bid for their shift assignment based upon seniority (Article VII, Section 1). Every four months employees assigned to patrol shift supervisor positions shall bid for the scheduled shift (days or nights) of their choice, with the senior most employee having the first pick and in descending order of seniority, remaining employees shall choose the shifts left to complete the schedule determined by the Employer.

SECTION 6. FIELD TRAINING AND COMMUNICATION OFFICERS

If an officer is directed to perform duties involving field training and/or communications for the purpose of training probationary and /or new officers the said officer shall receive an additional one (1) hour of pay per shift at time and one half. The officer or officers designated as field training and communication officers shall only

receive the pay when directed to perform the duties by the Director of Public Safety or his/her designee.

ARTICLE XVI - COURT APPEARANCES

Employees shall be paid at their regular hourly rate of pay when required to appear in court while on duty. When employees are required to appear in court, administrative hearings, before the Secretary of State, or depositions while off duty, the employee shall be compensated at (a minimum of three (3) hours) at their appropriate rate of pay for all hours spent in court, at the administrative hearing, before the Secretary of State, or at the deposition. However, any employee called to appear in any legal proceeding immediately prior to or immediately subsequent to a scheduled shift, shall receive their appropriate rate of pay only for those hours of appearance immediately before or after the scheduled shift.

ARTICLE XVII - HOLIDAYS

SECTION 1. FULL TIME. Full time employees shall receive the following holidays: New Year's Day, Veterans' Day, Martin Luther King Day, Thanksgiving Day, Presidents' Day, Friday after Thanksgiving Day, Good Friday, Christmas Eve Day, Memorial Day, Christmas Day, July 4th (Independence Day), New Year's Eve Day, Labor Day.

SECTION 2. HOLIDAY PAY. Any holiday worked will be treated as a normal work day. Overtime will be calculated and paid pursuant to Article XVI of the collective bargaining agreement. During the first payroll of January, employees shall receive a lump sum payment for the previous year's holidays. The lump sum payment shall be calculated by multiplying 12 hours of straight time by 13 holidays (156 hours) plus an additional 64 hours for a total of 220 hours of straight time pay at the employee's rate of pay in effect the previous year. Any employee who worked a portion of the previous year assigned to a 12 hour shift shall receive a proportional amount based on the number of holidays that occurred while working the respective shift. If an employee leaves before December 31, of any calendar year, the employee will receive holiday pay based upon the holidays that occurred prior to the last date of employment.

ARTICLE XVIII -ANNUAL VACATIONS AND PAID SICK DAYS

SECTION 1. GENERAL PROVISIONS. Employees will be allowed to use occasional vacation day(s) upon approval of the Director of Public Safety or his designee. Long term use of vacation will be allowed as follows:

- A. At the time the new shift bidding process is completed and the new shifts and schedules are determined, the Employer will cause to be posted in a prominent and accessible place in its offices A CALENDAR FOR THE VACATION PERIOD IN SOME FORM WHICH WILL ALLOW EACH EMPLOYEE WHO SO DESIRES TO INDICATE UPON THE CALENDAR, A PERIOD OF TIME OVER WHICH HE OR SHE WISHES TO TAKE VACATION.
- B. At the same time, the Employer will post with the calendar a notice specifying any limitation it places upon the vacations its employees may take, such as, "only two (2) persons in a classification may be on vacation on any working

day."

- C. The employee or employees with the most seniority having applied for vacation for any period or any part of a period as to which there is a conflict with the limitations posted by the Employer, and all employees who have indicated a desire to vacation during periods as to which there is no conflict with limitations, may consider their vacations as scheduled for the periods involved. Except in cases of emergency, the Employer may not unilaterally alter the vacation schedule of these employees at any subsequent date.
- D. Employees who did not indicate a desired vacation period prior to the posting of the vacation schedule or who indicated a desire but were in conflict with a more senior employee or employees so as to deny them vacation during the indicated period, may apply for approval of any other vacation period consistent with the limitations notice posted by the Employer. The Employer will not unreasonably withhold its approval of such application.
- E. The vacation period shall coincide with the shift bid periods.

SECTION 2. TERMS

- A. Full time employees will earn annual vacation time according to their seniority date. Vacation time earned shall be stated in terms of hours and as follows:

5 years 1 day or more of service	240 hours
10 years 1 day or more of service	252 hours
- B. Employees must use eighty (80) hours of vacation time. Remaining hours may be cashed out at the employee's regular rate of pay, provided the employee provides written notification to the Director of Public Safety, prior to November 10th of the calendar year.
- C. Vacation time must be taken in no less than 1 hour increments.
- D. If an employee is killed in the line of duty, any earned vacation leave previously unused will not be deducted from the terminal benefits that shall be awarded to the employee's beneficiaries.

SECTION 3. PERSONAL LEAVE DAYS. Employees will receive three (3) personal leave days annually with pay. Personal days must be taken in a minimum of two (2) hour increments. These days cannot be cashed out and will not be deducted from vacation time. Furthermore, an employee who submits a twenty-four hour request in advance shall be entitled to the use of a personal day.

SECTION 4. SICK TIME

- A. Employees shall accumulate sick leave at the rate of twelve (12) hours per month of employment with a maximum accumulation of five hundred sixteen (516) hours. Sick time must be taken in no less than one hour increments. Employees who are separated from their employment due to

voluntary resignation, normal or disability retirement shall receive pay for one half of their unused sick time. However, these payments will not be considered part of FAC for MERS retirement purposes.

- B. Accumulated sick leave may be utilized by an employee in the event of illness, injury or exposure to contagious disease endangering others, or for illness or injury in the employee's immediate family, which necessitates absence from work. For the purposes of this Section, immediate family includes the employee's spouse, parent, child, stepchild, and any persons for whose financial and physical care the employee is principally responsible. After 3 days absence due to sick leave, upon the Employer's request, an employee shall provide a doctor's verification statement or proof of absence. Furthermore, the employer may, at their expense, require an employee to undergo examination and tests by medical personnel of their choice, regardless of the length of absence.
- C. Employees shall notify a supervisor of his/her inability to report to work. Notice shall be given as soon as the employee is aware of his/her inability to work.
- D. Any employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of their employment shall be charged with a minimum of (2) hour's sick time if he/she leaves before the completion of the first half of their scheduled shift.
- E. Paid sick leaves shall be considered as time worked for all pay purposes.
- F. Employees may, at their option, transfer unused sick time to another employee for exceptional bona fide medical situations. This transfer of sick time must be approved by the Public Safety Director or his designee. Employees shall not go below the five (5) sick days referenced in Section 6 below when making the approved transfer of sick time.
- G. If an employee is killed in the line of duty, any earned sick leave previously unused will not be deducted from the terminal benefits that shall be awarded to the employee's beneficiaries.

SECTION 5. COMP TIME

- A. Any member may choose, in lieu of payment for overtime, to receive compensatory time at their appropriate rate of compensation. No accumulation of compensatory time shall be authorized or credited in excess of seventy two (72) hours.
- B. To the extent possible, individual preferences and requests for the use of compensatory "time off" will be honored in accordance with current procedures established for requesting time off. No reasonable request for the use of compensatory "time off" shall be denied. Pre-scheduled vacation time and training time shall receive precedence over a request for the use of compensatory time.

- C. Compensatory time will be used within one (1) year of it being earned and will be utilized in half day and full day increments.

SECTION 6. SICK LEAVE BUY OUT

Employees may at their option, elect to sell back (3) days at 100% of their current rate of pay as long as they have 60 hours remaining in their bank, it is to be paid in the first pay period of each December.

Employees, may at their option, elect to sell back an additional 3 days at 100% of their current rate of pay if they maintain at least two hundred forty (240) hours in their sick bank after buying out the initial 3 days.

ARTICLE XIX - INSURANCE SECTION

1. HEALTH CARE COVERAGE

- A. The Employer will provide current full time employees, their spouse and their dependents Blue Cross/Blue Shield (PPO) or Blue Care Network (HMO) coverage as currently provided. Dependents shall be covered until the end of the calendar year of their 26th birthday. In the event the employee fails or refuses to pay the additional sums necessary to maintain coverage, the Employer shall deduct said sums from the employee's pay for the purpose of maintaining coverage for the group. Every employee shall pay ten (10%) percent of the employee's health insurance premium cost.
- B. All health care insurance coverage plans will have a prescription copay of \$10.00 for generic drugs and \$40.00 co-pay for brand name drugs.
- C. In the event an actively employed member dies as a result of injuries in the line of duty, the Employer shall provide medical coverage for the surviving spouse and any eligible dependent children of the deceased member, on the same terms as the coverage provided to other members. Medical coverage for the spouse and dependent children shall continue for five (5) years after the death of the Employee.
- D. This coverage and carriers may be changed by the Employer provided the new carrier has equal or better coverage. Insurance benefits will become effective in the case of new employees after ninety-one (91) calendar days of employment for the Blue Cross/Blue Shield PPO and after thirty (31) calendar days of employment for Blue Care Network (HMO).
- E. An employee may elect to opt out of health care coverage. In the event that said employee elects to opt out of health care coverage, he/she shall receive in lieu of said coverage, the sum of \$500.00 per month. An employee may only opt out of health care coverage if said employee has comparable coverage through his/her spouse or another source. Evidence of which must be presented to the Township Clerk in order to become eligible for said payment.

- F. Dental benefits shall be afforded to eligible employees in conjunction with health coverage through Blue Cross Blue Shield of Michigan. For purposes of clarification, Class I benefits will be covered to 100%. Level II benefits will be covered to 75%, Level III and IV benefits will be covered to 50%. The annual maximum for Class I, II and III services is \$1500 per member and additionally there is a \$1500 lifetime benefit per member for Class IV services with no age limit. Dependents are eligible until the end of the calendar year of their 26th birthday.
- G. Premium payments for medical and ancillary voluntary plans are not deducted from an employee's short term or long term disability and unpaid FMLA. The employee will be responsible for those missed deductions upon his/her return to work. The Accounting Coordinator will structure a payment arrangement to bring past due payment current, not to exceed three (3) payroll cycles.

SECTION 2. OPTICAL

- A. The Employer will provide optical insurance through Vision Service Plan {VSP}. Coverage is effective ninety (90) days from the date of hire and is available to the employee and all eligible dependents of the employee. Coverage includes yearly examinations and provides specific funding within coverage limits for lenses, frames or contact lenses on an annual basis.
- B. No employees with dependents will be allowed coverage as a single person.
- C. The Township reserves the right to determine carrier for this type of insurance. Employee may decline coverage if they so desire.

SECTION 3. LIFE/ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

- A. The Employer will provide the employee coverage in the amount of forty-five thousand dollars (\$45,000.00).
- B. The Employer will permit employees to purchase additional insurance coverage from the Employer's carrier, providing such additional coverage is available from said carrier and providing each employee so electing shall pay said premium through payroll deduction. It is understood by the parties that in addition to the insurance provided by the Employer, eligible employees are entitled to the Federal Public Safety Officer's Benefit Act of 1976.

SECTION 4. SICKNESS AND ACCIDENT BENEFITS

- A. The Employer will purchase sickness and accident insurance which will provide eligible employees with seventy percent (70%) of their base pay to a maximum payment of \$800.00 per week for a period not to exceed thirteen (13) weeks. Upon determination of long-term illness, eligible employees will be compensated with a monthly benefit equal to sixty percent (60%) of their covered monthly earnings up to a maximum monthly benefit of five thousand dollars (\$5,000). Benefits of this provision will begin on the first (1st) day of the accident or hospitalization and the eighth (8th)

day of illness.

- B. At the discretion of the employee he/she will be paid one quarter (1/4) sick day for every day of absence. The employee agrees that the employer will use this payment towards the employees' portion of his/her medical insurance premiums.
- C. Benefits under this plan will be reduced by any benefits the employee and his/her dependents are eligible for under the Social Security Act, or any other coverage provided by law. Benefits will also be reduced by all other disability benefits the employee and his/her dependents are eligible for under the Railroad Retirement Act, any labor-management trustee, union or employee benefit plans, the employer's life insurance plan, or any benefits received under the employee's annuity or pension plan. Benefits under a separate individual policy will not be used as a basis of reduction under this provision.
- D. The amount of benefit reduction for Social Security benefits will be "frozen". Once the amount of reduction has been determined, it will not be increased if amendments to the Social Security Act increases the benefit payments to which the individual is entitled. The minimum amount of benefit payable under this plan will be fifty dollars (\$50.00) per week.
- E. There will be no duplication of benefits for time off as a result of sickness or accident.
- F. The Employer will continue employee medical and life insurance for a maximum period of six (6) months for a non-duty related disability and for twelve (12) months for a duty related disability.
- G. At its expense, the Employer may cause any employee receiving benefits under this section, to be examined by a medical doctor of the Employer's choice during said period of benefit.

SECTION 5. WORKER'S COMPENSATION INSURANCE

- A. The Employer shall provide worker's compensation insurance that is statutorily required for all employees covered under this agreement.
- B. The Employer agrees that any employee injured on the job and under the care of a licensed physician will not be charged time off from his/her vacation/sick time reserve. If an employee leaves work due to an injury arising within the scope of his/her employment, the employee shall not be charged with sick leave for that day and will be paid for the remainder of the shift.
- C. Accidents must be reported to the Director of Public Safety or his designee as soon as possible.
- D. Any employee injured in an accident compensable under the Workers Compensation Act shall receive from the employer, the difference between the amounts received through workers compensation, other employer

furnished insurance and one hundred (100) percent of his/her regular pay for a period not to exceed two (2) years from the date of injury. The employer and employee will continue making appropriate contributions into the MERS pension system to maintain the employee's service credit for a period not to exceed two (2) years from the date of injury. Any employee injured in an accident compensable under the Workers Compensation Act shall receive employer furnished medical insurance as long as they are employed by the Township. The Employer will also provide medical insurance as long as the employee is found permanently disabled from all employment and as long as the employee has exhausted all other available means, such as, Social Security benefits, which will act as a set off to any obligation of the Employer.

- E. If an employee is unable to perform his/her regular duties as a result of an accident and/or illness as the result of an on the job event, the employee shall be provided with such police duties as he/she is capable of performing within the police department, upon the recommendation of the employer's designated doctor. The employer is not responsible for providing duties other than an employee's regular duties if an employee is injured while off duty or incapacitated from injury or illness that is not job related.

ARTICLE XX - RETIREMENT

SECTION 1. GENERAL

- A. The MERS plan will provide for a multiplier of (2.5%); and a three (3) year final average compensation calculation; a V-6 vesting which will provide for vesting at the end of six (6) years of service; an F-55/15 feature which provides for retirement at fifty-five (55) years of age with a minimum of fifteen (15) years of service; a maximum annual pension of no more than eighty percent (80%) of final average compensation.
- B. The Union on behalf of itself and members of the collective bargaining unit waives any right to negotiate on any item that involves the pension, including each of the individual items herein above set forth, as well as any other benefits attributable the MERS pension plan until such time as actuaries employed by MERS certify that the plan is one hundred percent (100%) actuarially funded. In addition, the Union waives any right to file a grievance or engage in any other forum for benefits related to the MERS pension plan with the exception that if an individual believes that he or she is not receiving the appropriate pension such issue would be subject to the grievance procedure. However, neither the grievance procedure, arbitration, administrative actions or court procedures shall be utilized in order to obtain an increase in any of the individual items herein above set forth or any other item associated with the plan until it is certified by actuaries employed by MERS to be one hundred percent (100%) actuarially funded.
- C. The Union, on behalf of itself and its members waives the right to utilize Act 312 of the Public Acts of 1969 or any other amendment or act which the State may pass providing for arbitration of any issue related to the MERS pension plan until it has been certified to be one hundred percent (100%) actuarially funded by actuaries employed by MERS.

- D. The Union does not waive its right to negotiate future increases in wages which may impact the pension plan in terms of an increased pension based upon wage increases. Each employee shall be treated as if he or she has no past service with respect to the implementation of the new MERS pension plan. The Township will not be liable for any past service credit. However, subject to MERS rules and regulations, and IRS rules and regulations, each employee if he or she so chooses, may purchase past service by rolling over monies from the Defined Contribution Plan to the MERS plan. However, the monies, which may be rolled over, are subject to the rules of IRS and MERS.
- E. Each employee shall begin in the new plan with zero (0) years of service credit subject to purchasing years of service credit as herein above set forth. For example, an employee enrolling in the plan on January 1, 2004 would not have a year of service credit until December 31, 2004.
- F. In the event that in any year it is actuarially determined that a contribution of more than twenty-four percent (24%) (the Employer's twelve percent (12%) contribution and the employee's twelve percent (12%) contribution) is required the employer shall be liable for all amounts and percentages over and above the twenty-four percent (24%) contributed by the employer and the employee. The employee shall have no responsibility whatsoever to make any contribution above twelve percent (12%) until such time as actuaries employed by MERS certify that the fund is one hundred percent (100%) actuarially funded.
- G. In the event that in any year prior to the certification by the actuaries of the fund being one hundred percent (100%) actuarially funded it is determined that less than twenty-four percent (24%) is required, both the employer and the employee shall continue to pay their respective percentages (twelve percent (12%) and twelve percent (12%)) even though the total of twenty-four percent (24%) will exceed the amount certified to be paid by the MERS actuaries.

SECTION 2. EMPLOYER CONTRIBUTIONS

- A. The Employer shall be required to contribute a minimum of twelve percent (12%) and will be liable for all amounts and percentages over and above twenty-four percent (24%) annually of the gross wages of each employee into the MERS pension plan.

SECTION 3. EMPLOYEE CONTRIBUTIONS.

- A. The Employee's contribution will be capped at twelve percent (12%) annually until such time as actuaries that are employed by MERS certify that the plan is one hundred percent (100%) actuarially funded.

SECTION 4. RETIREE MEDICAL HEALTH COVERAGE

A. For Employees hired before 9/1/19:

- 1) After an employee accumulates seventy (70) points based on a combination of age (55) and years of service (15), they shall be entitled to medical coverage for themselves, their spouse, and/or family, with a 10% premium sharing, copays, deductions or other employee shared costs of health and/or dental care. Dependents are eligible until the end of the calendar year of their 26th birthday.
- 2) Prescription coverage for eligible retirees shall be \$10.00 generic and \$40.00 name brand.
- 3) Retirees will have medical coverage only under the BCBS PPO or the HMO. The coverage and carrier may be changed by the Employer provided the new carrier has equal or better coverage.
- 4) Dental coverage shall be afforded to eligible retirees participating in either Blue Cross/Blue Shield of Michigan, or Blue Care Network plans as outlined: For purposes of clarification, Level I benefits 100%, Level II 75%/ 25%, Level III 50%/50%, and Level IV 50%/50% with maximum lifetime amount of \$1000 per eligible member or eligible dependent under age 26.
- 5) When the employee and spouse become eligible for Medicare or Medicaid that coverage becomes the primary and the Township's coverage becomes secondary.
- 6) Retiree healthcare benefits shall survive the expiration of this Collective Bargaining Agreement and shall be "vested and unalterable for life". This language shall not prevent the Employer to change health care provider(s) as long as the new healthcare provider(s) will provide equal or better coverage.

B. For Employees hired on or after 9/1/19:

- 1) These employees shall instead have \$2500 a year deposited into an IRS Section 115 account by the Employer.
- 2) Only participants who complete a year of service during the plan year shall be eligible to receive an annual employer contribution. Notwithstanding the foregoing, a participant who has completed a year of service but whose employment terminates prior to the last day of the plan year will receive an allocation of annual employer contribution if termination results of disability, death or retirement.

- 3) The account shall originally be administered by Burnham and Flower's Insurance Group. The administrator may be changed in the future upon agreement by both parties.
- 4) Beginning on January 1, 2021, the \$2500 a year shall be increased at the same percentage as the "medical care component" as determined by the State pursuant to MCL 15.563 and amended by 2018 Public Act 477. The parties shall meet to negotiate further increases if this act is changed in the future.
- 5) The Account shall be dedicated for the purpose of paying for healthcare for the employee upon separation from the Employer.
- 6) The Employee shall not be taxed for the Employer's contribution into the account nor taxed when taking money out of the account if used for qualified medical expenses. The account shall be governed by all applicable IRS rules.
- 7) Employees shall be vested immediately.

ARTICLE XXI - LEAVES OF ABSENCE

SECTION 1. GENERAL INFORMATION. Employees under this agreement may be granted a leave of absence, as specified herein, upon prior request. It shall be recommended by the Director of Public Safety, approved by the Township Board of Trustees, and be subject to the following regulations:

- A. Such leaves shall not be granted for more than six (6) months unless otherwise specified.
- B. An employee granted a leave of absence shall be restored to his/her position on the expiration of the leave, or, if approved by the Employer before the expiration thereof, without loss of seniority.
- C. In the event such employee's position shall have been abolished in the meantime he/she shall be returned in the following manner:
 1. If there is a probationary employee serving in a position of the same job classification in the department in which the individual was formerly employed, the probationary employee shall be separated and the returning employee appointed to the position.
 2. If there is no probationary employee in that job classification or position in the Department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the

- D. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is, to return to work. Requests shall be filed at least fourteen (14) days prior to the requested starting date, except in cases of emergency.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up to and including termination.
- F. Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.
- G. No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere.
- H. At its expense, the Employer may cause any employee who requests any type of medical or sick leave, to be examined by a medical doctor of their choosing before, during, and after, such leave of absence.
- I. Before returning to work, the employee must be certified by his/her attending physician as ready and able to return to his/her full work assignment.

SECTION 2. LEAVE DEFINITIONS AND TERMS

- A. **UNION LEAVE.** Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive a non-paid leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than three (3) employees shall be off on leave under this section at any time. A two (2) day leave with pay shall be granted each contract year to two (2) members of the Union to attend the Police Officers Labor Council Conference.
- B. **GOVERNMENTAL APPOINTMENT LEAVE.** Any member of the Bargaining Unit may, in the sole discretion of the Employer, be given a non-paid leave of absence to accept an appointed governmental job outside the Bargaining Unit. Said leave shall be renewable yearly at the sole discretion of the Employer.
- C. **MILITARY/RESERVE LEAVE.** Any employee entering the military service of the United States of America shall be granted a non-paid leave of absence. Upon return from such service, he/she shall be entitled to reinstatement in his/her job provided reinstatement is within (60) sixty days of honorable discharge.
- D. **PERSONAL LEAVE.** Employees under this contract may be granted a personal leave of absence without pay. Such leaves shall not be granted for more than six (6) months.
- E. **SICK LEAVE.** Sick leave shall be used for personal illness, medical reasons, or disability due to an off-the-job injury and shall be governed by the

provisions of the Employer's short-term and long-term disability carrier.

- F. **EDUCATIONAL LEAVE.** An employee who is attending college classes, may submit a written request for a non-paid educational leave which may include portions of days or whole days.
- G. **JURY SERVICE.** An employee who is called for jury service shall be excused from scheduled work for the days on which the employee serves and he/she shall receive the difference between his/her pay and that paid for jury service. The employee shall present proof of service and the amount of pay received therefore.
- H. **WORKER'S COMPENSATION LEAVE.** A worker's compensation leave shall be defined as a leave required as the result of the employee incurring a compensable illness or injury related to or during the course of his/her employment. An employee, upon becoming aware of injury or illness, shall report any illness or injury to a supervisor. Employees sustaining job related injuries requiring medical attention will be permitted to leave their assignment during working hours on the day of the injury to secure medical attention at a facility designated by the Employer, and will be compensated for necessary time lost during their regular schedule of related work on that day. In the event that the injury is such that the employee is permitted to work but is required by the physician to make additional visits for necessary medical attention, the same rule will apply with respect to such recurrent visits.
- I. **MATERNITY AND CHILD CARE LEAVES.** In case of pregnancy, every female employee covered under this agreement beginning with the fifth (5) month of pregnancy, and every month thereafter prior to delivery, shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. It shall be the duty of the employee to notify her department head of the pregnancy. The Employer will grant a leave of absence for maternity reasons upon written request and upon proper certification of pregnancy from the employee's physician. Leave may be extended if such request is made and supported by the employee's physician statement that the employee is unable to return to work due to illness. Said leave will be granted in accordance with Federal and State Regulations and will be limited to earned vacation time as well as the provisions of the Employer's insurance carrier.
- J. **BEREAVEMENT LEAVE.** Employees shall be allowed three (3) consecutive scheduled work days as bereavement leave days to attend a funeral within a 350 mile radius and five (5) consecutive scheduled work days to attend a funeral outside the 350 mile radius. Such days shall not be deducted from vacation reserve, for a death in the immediate family, where proof of attendance at the funeral is provided by said employee to the employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, spouse's children, grandchildren, grandparents, and brothers or sisters. Employees shall be allowed one (1) bereavement leave day, not to be deducted from vacation reserve, to attend the funeral of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law in cases where proof of attendance is provided by said employee to Employer.

- K. **FAMILY MEDICAL LEAVE ACT.** The Township and the union agree to comply with the provisions of the Family Medical Leave Act. Both parties agree that as the Act applies to a serious health condition that makes the employee unable to perform the employee's duties, an employee shall have the option to either use accumulated vacation, sick or personal time or, if appropriate, the short and/or long term disability insurance provided by the union contract.

Further, it is understood that with regard to other provisions of the Family Medical Leave Act, the Township and union agree that the employee may utilize accumulated vacation, sick or personal time.

ARTICLE XXII - DRUG TESTING POLICY

- I. **PURPOSE.** The purpose of this policy is to provide all personnel with notice of the provisions of the department drug-testing program.
- II. **POLICY.** It is the policy of this Department that the critical mission' of public safety justifies maintenance of a drug free work environment through the use of a reasonable employee drug - testing program. The public safety profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a public safety employee's physical and mental health and, thus, job performance. Where public safety personnel participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity is destroyed. This confidence is further eroded by the potential for corruption created by drug use. Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free public safety profession, this department will make use of a drug testing program to detect prohibited drug use by employees.
- III. **REASONS FOR TESTING.** Orders for testing shall come from the Director of Public Safety. Orders for testing shall be documented in writing. Documentation shall include the reason for the order. The Employer's program includes the following types of drug testing:
- A. **PRE-PROMOTIONAL** Testing an employee whom is selected for promotion.
- B. **TRANSFER** Testing an employee whom is transferred to a job of a sensitive nature (e.g... Drug Enforcement, Internal Affairs, and other jobs designated by the Review Committee).
- C. **RETURN FROM ABSENCES** Testing an employee whom has been

off for over thirty (30) calendar days.

- D. **BASED UPON REASONABLE SUSPICION** Testing when a representative of the employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- E. **FOLLOW-UP** Testing as part of counseling or rehabilitation.
- F. **APPLICANT DRUG TESTING** Applicants shall be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug test or if a confirmed positive drug test indicating drug use prohibited by this policy.
- G. **PROBATIONARY EMPLOYEE DRUG TESTING** Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order.

IV. DEFINITIONS

- A. **SWORN EMPLOYEE.** Those employees who have been formally vested with the full powers and authority of their position.
- B. **SUPERVISOR.** Those employees assigned to a position having day to day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. **DRUG TEST.** The compulsory or voluntary production and submission of urine by an officer in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. **REASONABLE SUSPICION.** Testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- E. **PROBATIONARY EMPLOYEE.** For the purposes of this policy a probationary employee shall be considered to be any person who is conditionally employed with the employer.
- F. **MRO (MEDICAL REVIEW OFFICER).** The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.
- G. **CHOICE OF COLLECTION FACILITY AND TESTING LABORATORY.** The Employer and the Union agree to mutually

choose a designated collection facility. The designated laboratory under this program must be acceptable to the Michigan Law Enforcement Officers Training Council and the testing facility shall be a Smith Kline Bio-Science Facility.

- H. **LAST CHANCE AGREEMENT.** A standard letter of conditions for continued employment that is offered by the Director of Public Safety, or the right to same is invoked by an officer under certain conditions outlined in this order, after it has been determined that the officer has violated this order.
- I. **EXPLAINABLE POSITIVE RESULT.** A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

V. **PENALTY.**

- A. Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the agency rules and regulations, and may include discharge from the department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.
- B. An employee who refuses to comply with a drug test under this program shall be terminated from the Employer's service, subject to his/her right to the grievance procedure.

VI. **DRUG TESTING PROCEDURES**

- A. The testing procedures and safeguards provided in this policy, to provide for the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug tests. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.
- B. Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested.
- C. In order to prevent a false positive test result, a pretest interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the medical review officer that may have led to a false positive test.
- D. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is

free of any foreign substances.

- E. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
- F. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked and placed in
- G. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative. Employees will, upon request, be given a copy of the completed form sent to the testing lab.
- H. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to provide for the integrity of the second specimen.

VII. DRUG TESTING METHODOLOGY

- A. The testing or processing phase shall consist of a two-step procedure:
 - 1. Initial screening test
 - 2. Confirmation test
- B. The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMITS type. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending", Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
- C. A specimen-testing positive will undergo an additional confirmation test. The confirmation procedure shall be of the gas chromatography/mass spectrometry method.
- D. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for

testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.

- E. Concentrations of a drug at a minimum of the following levels shall be considered a positive test result when using the initial immunoassay drug- screening test:

Initial Test Level (ng/ml)

Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolites.....	300*
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

*25ng/ml if immunoassay specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmation CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmation Test Level (nag/ml)	Marijuana metabolite.....	15*
Cocaine metabolite.....		150**
Opiates: Morphine.....		300+
Codeine.....		300+
Phencyclidine	25	
Amphetamines: Amphetamine	500	
Methamphetamine	500	
*Delta - 9 tetrahydrocannabinol -9- carboxylic acid		**
Benzoyllecgonine	25ng/ml if immunoassay -specific for free morphine	
Barbiturates	300	

- F. The Union will be notified of any changes in cutoff levels which are set in accordance with levels determined by the Michigan Law Enforcement Officers Training Council.
- G. The laboratory selected to conduct the analysis shall be experienced and capable of quality control documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.
- H. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file.
- I. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

VIII. CHAIN OF EVIDENCE A STORAGE

- A. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain

of custody.

- B. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until pending contractual or legal disputes are settled.
- C. An employee having a positive test result shall receive a written notice from the director of public safety slating said results. All pertinent information concerning the test will be made available to the effected employee upon his/her request.

XI. DRUG TEST RESULTS

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

XII. REVIEW COMMITTEE

- A. A review committee, including the chief steward or a designated representative, shall be formed by the Director of Public Safety to review the Township's Drug Testing Program on an ongoing basis and to make recommendations to the director.
- B. Any disputes concerning the interpretation or application of this program shall be subject to the grievance procedure. Grievances shall be initiated at the third step within the grievance procedure as indicated in the employees' current Collective Bargaining Agreement.

XIII. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT

- A. An employee whose drug test has been confirmed positive by the medical review officer during testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.
- B. Standard letter of conditions for continued employment (last chance agreement) must be signed by department and employee.
- C. Employee must attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the director of public safety or his designee. Employees shall be financially responsible for any costs associated with said rehabilitation program.
- D. Employee must sign a form releasing any and all information to management as may be requested.

- E. Employee must pass a medical examination administered by a medical facility designated by the director of public safety prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
- F. Employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
- G. Once authorized to return to duty the employee must submit to periodic urinalysis as may be determined by the director of public safety.
- H. The employee shall be subject to the terms of this program for two (2) years after his/her return to work.
- I. The employee must agree in writing that he/she will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
- J. Employee must be advised that he/she is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

LAST CHANCE AGREEMENT

RE: _____

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

WHEREAS, the department will conditionally reinstate _____ to the position of _____, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the director of public safety and subject to the following terms and conditions being met and maintained;

NOW, THEREFORE, it is agreed that the:

- A. Employee must sign a form releasing any and all information to management as may be requested.
- B. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source or program.
- C. Employee must pass a medical examination administered by a medical facility designated by the director of public safety prior to being allowed to _____.
- D. Employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
- E. Once authorized to return to duty, the employee must submit to a periodic urinalysis as may be determined by the director of public safety.
- F. Upon clearance by the medical facility designated by the director of public _____ shall be returned to the department as _____.
- G. Once returned to duty, _____ will present himself/herself to the department's employee assistance program or authorized approved rehabilitation program for evaluation, and agree to, as well as follow any and all directives given to hunger by the employees assistance program or approved rehabilitation source for a period of not more than two (2) years, agrees to sign appropriate forms releasing any and all information to the department as may be requested. Failure to follow the rehabilitation directives are grounds for

discharge.

- H. _____ shall submit to controlled substance testing at the discretion of the director of public safety. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the department.
- I. (If applicable) the union shall withdraw with prejudice the grievance _____ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and from any and all claims relating thereto. _____ shall release and discharge the Union and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, employee releases the governmental unit from all liability and claims he/she may have had or now has with respect to his/her employment with the Charter Township of Van Buren whether such claims or liability arise under federal or state statute, constitutional provisions, principles of common law, or under a collective bargaining agreement between the parties.
- J. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
- K. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the department.

Dated this _____ day of 20____

Employee Supervisor

Union Representative Director

ARTICLE XXIII - ANTI-DISCRIMINATION CLAUSE

The Employer and the Union agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or sexual orientation.

ARTICLE XXIV - NO STRIKE OR LOCKOUT

SECTION 1. Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes by public employees are illegal, and refusal to provide full and complete services to the public is not in the best interests of the public or the Charter Township of Van Buren, it is agreed that there shall at no time be strikes, slow-downs, tie-ups of equipment, walk-outs or other deliberate withholding of services by members of the Union, or any practice other than normal enforcement activities for the purpose of influencing contract negotiations or grievance settlements, either individually or collectively. Employees in violation of this section shall be subject to discipline up to and including discharge.

SECTION 2. In the event of any violation of Section 1. of this Article, the Union will send telegrams to affected employees advising them of the provisions of this Article.

ARTICLE XXV - SEVERABILITY

In the event any provision of this agreement is for any reason held invalid or unenforceable by reason of any Federal or State law, regulation or order now existing or hereinafter enacted or put into force, such invalidity or unenforceable shall not affect the remainder of this Agreement.

ARTICLE XXVI - DURATION

This Agreement, shall become effective upon its acceptance by the Union and Employer and shall remain in force until midnight, from January 1, 2018 to December 31, 2021 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. In the event that negotiations for any modifications or termination extend beyond the termination date of this Collective Bargaining Agreement, the mandatory terms and conditions of employment contained in this Collective Bargaining Agreement shall remain in full force and effect pending a new Collective Bargaining Agreement with the exception of provisions inconsistent with Michigan law.

For the Employer

For the Union

Dated this _____ day of _____, 20__