

COLLECTIVE BARGAINING AGREEMENT

Between

CHARTER TOWNSHIP OF PITTSFIELD

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Contract Effective January 1, 2019 through December 31, 2021

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into this 1st day of January, 2019, by and between Pittsfield Charter Township (hereinafter referred to as the "Township") and the Police Officers Association of Michigan (hereinafter referred to as the "Union"). The Agreement expires on December 31, 2021, under conditions further explained in Article 31. This agreement was ratified by the Pittsfield Township Board of Trustees on April 10, 2019.

ARTICLE 1 – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Township's success in establishing proper services to the community.

To these ends, the Township and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the Employees.

ARTICLE 2 – RECOGNITION, ASSOCIATION SECURITY AND DUES

The Township recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining representative of the Pittsfield Township Police Department.

- (a) Maintenance of Membership. All present and future Employees who elect to join the bargaining unit shall be required as a condition of Association membership to tender dues or an amount equal to the regular monthly dues set by the Association membership for the duration of the Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this subsection.
- (b) All full-time certified police officers of the Pittsfield Township Police Department with the rank of patrol officer or temporary acting sergeant are eligible to be members of this Union.
- (c) All new applicants for membership shall fill out the necessary form required by the contract in effect at the time of their employment.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Rights and Responsibilities. It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency, are solely a responsibility belonging exclusively to the Township and are hereby recognized, included by way of illustration and not by way of limitation, are: the rights to decide the number and location of

Township police personnel and facilities; the work to be performed within the unit; the scheduling of work days and hours and the necessity for overtime; the amount of supervision necessary within the unit; maintenance and repair of vehicles and equipment; methods; schedules of work; the selection, procurement, designing, engineering and control of equipment and materials; the right to enter into mutual aid pacts with other communities and the right to establish, maintain and enforce Rules and Regulations governing the operation of the Department and the Employees therein, providing that such Rules and Regulations do not specifically conflict with an expressed term of this Agreement.

Section 2. Selection and Direction of Work Force. It is further recognized that the rights and responsibilities for the selection and direction of the work force, including (but not by way of limitation) the right to hire (and to establish all policies relevant thereto), suspend, discipline, assign, promote, layoff, transfer, discharge or determine the amount of overtime to be worked are vested exclusively in the Township; provided, that such rights shall not be exercised in such a manner as to specifically violate an expressed term of this Agreement.

Section 3. Chain of Command. It is recognized that the responsibility for directing the routine activities of the Employees on behalf of the Township is vested in the Director of Public Safety. The Director of Public Safety may delegate such authority in such manner as he/she may determine and is consistent with applicable Township Rules and Ordinances. Until such time as the Township or the Township Supervisor authorizes other persons or entities to direct the activities of such Employees, by appropriate ordinance or otherwise, the Employees shall be obligated to obey the orders or directions of the Director of Public Safety and the established Chain of Command. It is further recognized that the right and responsibility for establishing an appropriate command structure is vested solely in the Township Board.

The Township or the Department may provide Personnel Rules for use in the Township or in the Department. In any conflict between the Township or Departmental Rules and this Agreement, this Agreement shall take precedence. It is agreed that a Union member shall be a part of a committee to discuss and inspect proposed Department Personnel Rules prior to their implementation.

ARTICLE 4 – SENIORITY

Section 1. Probationary Period. A new Employee shall complete a probationary period before being afforded seniority under this Agreement. Such probationary period shall begin on the date of hire of such Employee, and shall end one (1) year after such Employee receives certification as a qualified law enforcement officer. In the event that an Employee is a certified law enforcement officer when hired, his/her probationary period shall end one (1) year from his/her date of hire. It is recognized that an Employee shall be employed on a trial basis only during his/her probationary period. It is recognized that the Township may discipline and/or discharge an Employee during his/her probationary period without such Employee and/or Union having any further recourse whatsoever; provided however, that the Township shall not discharge an Employee during his/her probationary period for the purpose of evading this Agreement or for the purpose of discriminating against an Employee on account of his/her Union activities.

Section 2. Seniority Lists. The seniority list on the date of this Agreement will show the names, job titles and date of hire of all Employees of the Department entitled to seniority. The Township will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies upon request of the Union.

- (a) Seniority shall be based on the Employee's length of full-time service in the Department commencing on the Employee's date of hire. In the event of two or more Employees being hired on the same day, seniority shall be established from the ranking, highest to lowest, of the aggregate scores of the competitive process.
- (b) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

Section 3. Loss of Seniority. An Employee shall lose his/her seniority and his/her employment shall terminate for the following reasons only:

- (a) He/she quits the Township employment.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) If any Employee is absent without leave for three (3) consecutive days by reason of failure to return from sick leave or leave of absence in excess of one (1) week in duration, the Township may send a five (5) day quit notice to the Employee's last known address. If the Employee fails to return to work within five (5) days from the date of receiving notice by registered mail, he/she shall be deemed to have quit.
- (d) If any Employee is absent without leave, excepting as set forth in paragraph C hereof, the Township shall make contact by written communication or by oral conversation in the presence of a Union officer and require the Employee to return to work; failure to return as instructed shall constitute loss of seniority by discharge.
- (e) If he/she does not return for work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Township.
- (f) He/she retires.

Section 4. Seniority of Officers. Notwithstanding his/her position on the seniority list, the President of the Union shall, in the event of layoff, be continued at all times provided he/she can perform any of the work available. This section shall apply only if the President is a permanent full-time Employee and shall have completed his/her probationary period.

Section 5. Layoff and Recall.

- (a) The first Employee to be laid off shall be the Employee with the least seniority in the rank and classification affected. Further layoffs from the affected rank and classification shall be accomplished by the inverse order of seniority.
- (b) Recall. Employees who are laid off shall be recalled to their former rank in order of their rank seniority when the work force is to be increased.

Section 6. Notice of Layoff. The Director of Public Safety shall give written notice on behalf of the Township to the Employee and the Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least two (2) weeks or sooner if possible, before the effective date thereof.

ARTICLE 5 – NO STRIKE/NO LOCKOUT

- (a) It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise during the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in work stoppage, slowdown, or a strike against the Township. The Township agrees that during this same time period, there will be no lockout.
- (b) The Township reserves the sole right to discipline any Employee or Employees up to and including discharge for violation of this section. Any appeal to the grievance procedure shall be limited to the questions of whether the Employee or Employees did in fact engage in any activity prohibited by this article.

ARTICLE 6 – UNION REPRESENTATIVES

Section 1. Union President. The Township recognizes the rights of the Union to elect an Executive Board of not more than five (5) members, one of whom shall be the President. The President, or his/her designee, who shall be a member of the Executive Board, shall be permitted a reasonable time to investigate, present and process grievances on the premises of the Township without loss of time or pay during his/her regular working hours as set forth in Article 8, Grievances. Such time spent in handling grievances during regular working hours shall be considered working hours in computing compensation if within the regular schedule of the Employee.

Section 2. Information. Information necessary to evaluate grievances or for collective bargaining proposals will be supplied upon request.

Section 3. Compensation for Negotiations. The Township agrees to compensate an Employee for all hours lost from his/her regular schedule while he/she is in attendance at negotiation meetings with Township representatives.

Section 4. Union Steward. For purposes of this Agreement, the term "Union Steward" shall include any member of the Executive Board. The Union shall notify the Township in writing of the names of the Executive Board members.

Section 5. Union Dues. The employer agrees to deduct the Union membership dues or service fees each pay period from the pay of the employees who have requested that such deductions be made.

Section 6. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

Section 7. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each pay period from the pay of the employees that have authorized such deductions.

Section 8. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an 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.

Section 9. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

Section 10. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 11. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or re-establishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

ARTICLE 7 – DISCHARGE OR SUSPENSION

Section 1. Types of Discipline. Disciplinary actions shall include only the following:

- (a) Written reprimands (excludes written directions from a department supervisor).
- (b) Suspension.
- (c) Discharge – The termination of a new probationary Employee, shall not be deemed a disciplinary action.

Section 2. Disciplinary Action Procedure.

- (a) Upon request, an Employee is entitled to have his/her Union Steward present when the Employee reasonably believes the possibility of disciplinary action exists. If no disciplinary action is contemplated or reasonably believed to exist, the Employee shall have no right to Union representation. Upon request, an Employee shall be entitled to have his/her Union Steward present at all steps of the disciplinary process. The Employer shall notify the Union that disciplinary action is being initiated, and if the Employee does not desire union representation they may refuse by signing such acknowledgement.
- (b) Those charges and specifications which give cause to such discipline or discharge shall be reduced in writing by the supervisor recommending the disciplinary action to the Director of Public Safety.
- (c) Such charges and specifications shall cite the specific section(s) of Departmental Rules and Regulations which the Employee is alleged to have violated, and a copy will be given to the Employee in writing.
- (d) Prior to the taking of any disciplinary action, the Director of Public Safety or his/her designee shall conduct a disciplinary hearing. The accused officer shall be afforded an opportunity to present any evidence in his/her defense during this hearing. This hearing shall be held within seven (7) working days from the receipt of the Recommendation for Discipline by the Director, if reasonably possible. The Employer shall notify the Union that disciplinary action is being initiated, and if the Employee does not desire union representation they may refuse by signing such acknowledgement.

Section 3. Criminal Complaints or Charges. Whenever a criminal complaint or charge shall be brought against an Employee of the bargaining unit and such crime is an offense under state or federal law or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining statements in connection with said complaint.

- (a) The Employee shall be given a summary of the charges against him/her.
- (b) Before the Employee is interviewed or required to make any statement, he/she shall be allowed the opportunity to obtain the advice of counsel.
- (c) Any order to make a statement shall be a written order, a violation of which would constitute grounds for disciplinary action by the Department.
- (d) The order and the statement shall be considered a private record and shall not be made available except under judicial subpoena to any other agent or agency without the consent of the Employee.
- (e) Nothing in the foregoing procedure shall limit the right of the Department to use such statement for department disciplinary purposes.

Section 4. Prior Infractions/Minor Offense. Prior to imposing any discipline on a current charge, the Director of Public Safety will not base his/her decision upon any minor infractions of the Township or Departmental Rules and Regulations or other misconduct which occurred more than two (2) years previous unless directly related to the current charge.

Section 5. Verbal Reprimands. The procedure, as outlined above, shall be applicable in all disciplinary proceedings except for verbal reprimands which are exempt from the provisions of this Agreement.

Section 6. Relieving of Duty. In the event that an Employee is relieved of duty, he/she may be taken off the payroll and shall turn in his/her Department equipment. Relieved of duty may be used by the Department for awaiting the disciplinary procedure. In the event an Employee is exonerated of the charges caused in the relief of duty, he/she shall be reinstated to his/her prior position and compensated for all back wages and benefits lost during the period of relief from duty.

Section 7. Internal Investigation/Reassignment. The Department may at its discretion reassign an officer to another position within the Department instead of taking one of the actions described above until the investigation is complete.

Section 8. Benefits Incurred During Suspension. If an Employee is suspended by disciplinary action, he/she shall receive all other benefits accrued.

Section 9. Prior Infractions/Serious Offense. When imposing discipline on a current charge involving a more serious offense, the Township may base its decision on other prior serious infractions regardless of the period of infractions.

ARTICLE 8 – GRIEVANCES

Section 1. Purpose. The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances.

Section 2. Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

Section 3. Timely Action. The Township shall consider promptly all grievances presented and shall take such timely action as is required.

Section 4. Grievances Defined. The term "grievance" shall mean any dispute between the Township and the Union or between the Township and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of a specific article or section of this contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

Section 5. Grievance Procedure.

Step One. An Employee who has a grievance shall discuss the complaint with his/her immediate supervisor, with or without the presence of his/her steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The Employee shall have the right to discuss the complaint with his/her Union steward or alternate before any discussion takes place with the supervisor. The supervisor shall make arrangements for the Employee to be off his/her job for a reasonable period of time in order to discuss the complaint with the Union steward or alternate.

Step Two. If the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall report such grievance to his/her steward as soon as possible, but in any case, within seven (7) working days of the event giving rise to the grievance or within seven (7) working days of when he/she should have reasonably known of the event. The written grievance shall be prepared in detail and shall contain the following information:

- (a) Name or names of Employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specifications of contract article violated.
- (d) Date of grievance.
- (e) Witness to grievance, if any.
- (f) Relief being sought by the Union.
- (g) Names of individuals alleged to have violated the contract.
- (h) Any pertinent facts which will facilitate the investigation of the grievance.

Step Three. The aggrieved Employee and/or the Union shall then have the right to appeal, in writing, to the Director of Public Safety or his/her Designee. The Employee and/or the Union President, or his/her designee, shall meet with the Director of Public Safety or his/her Designee within seven (7) working days of presentation of the appeal. An answer, in writing, to the appeal shall be filed within seven (7) working days of the meeting.

Step Four. If the grievance is not satisfactorily settled in Step Three after meeting with the Director of Public Safety, the Union has the right to appeal, in writing, to the Township Supervisor. The Union President, or his/her designee who shall be a member of the Executive Board, and/or a representative from the POAM shall meet with the Township supervisor and/or his/her designated representative and the Director of Public Safety within seven (7) working days of the presentation of appeal. The Township Supervisor's answer, in writing, shall be filed within seven (7) working days after the meeting.

Step Five. If the answer of the Township Supervisor is unsatisfactory to both the Union and the Employee, the grievance may be submitted to a mutually-agreeable arbitrator within thirty (30) days from the Step 4 answer. If the parties are unable to agree to an arbitrator within ten (10) days thereafter, the arbitrator shall be selected by blind draw from among the panel set forth below. Multiple grievances may not be submitted to the same arbitrator at the same time unless otherwise by mutual agreement. The arbitrator on the panel shall be:

Mario Chiesa
Mark Glazer
Peter Jason

Section 6. Cost of the Arbitrator. Each party shall pay its own costs for processing grievances through the grievance and arbitration procedures. The fee of the arbitrator, his/her travel expenses and the cost of any room or facilities, the expenses and the expense of the arbitrator, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring same. If a case is withdrawn from arbitration after it has been appealed to arbitration, the party withdrawing the case shall reimburse the other side for the filing fee it paid.

Section 7. Power of the Arbitrator. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Township or the Union where such discretion has been retained by the Township or the Union, nor shall he/she exercise any responsibility or function of the Township or Union.

Section 8. Time Limitations. All appeals under this section must be made in writing within seven (7) working days after the decision has been made and communicated to the Employee/Township. Working days mean Monday through Friday, 8:00 a.m. to 4:00p.m., except Township designated holidays. If no appeal is taken within the time limit, the Employee and/or the Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative, where required, within the prescribed time limit, the matter shall be deemed to be automatically referred to the next step. Time may be extended by mutual agreement of both parties.

Section 9. Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Union and/or the Employee will be required to submit all available information at each step of the grievance procedure, as required in Section Five.

ARTICLE 9 – COMPENSATION

Section 1. Wages. Employees will be paid on a bi-weekly basis. Included herein (Schedule “A”) is a schedule showing the wage rate of the Employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

Section 2. Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate. Rate within a salary range shall be by seniority in successive steps and at the end of a full four (4) year period, the Employee shall obtain the maximum rate. Upon recommendation of the Director of Public Safety, the Township may approve moving an Employee to a higher step on the salary schedule after completion of the Employee's field training and evaluation, when the needs of the Township make such action necessary.

Section 3. Starting Rate on Return from Military Service. Any Employee who leaves or has left the Township's service to enter the active service of the armed forces of the United States and is subsequently reinstated into a position previously held by him/her shall be entitled to receive compensation at the step rate at which he/she entered military service, except he/she shall be entitled to receive all compensation increases granted at that step and grade during his/her period of military service.

Section 4. Continuous Service. Service requirements for advancement within the compensation schedule and for other purposes as specified, shall include the requirements of continuous service, which means employment in the Township Police Department service without break or interruption. Leaves of absence with pay, and authorized leaves of absence of thirty (30) days or less without pay, shall not interrupt continuous service nor be deducted there from. Authorized leaves of absence without pay in excess of thirty (30) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two work days shall not count towards service time and shall be deducted from the total service such Employee had prior to such absence without leave.

Section 5. Healthy Pittsfield Wellness Program. Members of POAM are encouraged to participate in the Healthy Pittsfield Wellness Program, with a bi-annual reimbursement for activities of up to \$600 dependent on which level the member achieves (Bronze = \$200, Silver = \$400, and Gold = \$600). The program and activities are planned and scheduled through the Township Wellness Committee and communicated to Employees on a bi-annual basis.

Section 6. Pay Periods. Employees shall be paid bi-weekly. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose upon the request of such Employee or of a Union representative.

Section 7. Work Schedules. The Township has moved a compressed work schedule for most Police Officers involving a weekly four (4) ten (10) hour shift schedule. If either party chooses to revert back to the original eight (8) hour work schedule, the additional hours added to any/all banks, including total bank accumulations allowed for rollover, will also revert back to the hours as earned or allowed under the eight (8) hour schedule, per the 2009-2014 contract. Any excess hours in reverted banks will be paid out to the Employees at the Employee's straight-time base hourly rate of pay.

It is understood that the standard practice not to allow Officers to work patrol duties beyond sixteen (16) consecutive hours will continue, except in the event of emergencies as authorized by the Director of Public Safety or his designee. This does not include court appearances, non-tactical training, station duties, paperwork, etc. (non-patrol functions) that do not lend to an officer-safety concern.

Officers who are scheduled to attend a week-long (40 hours) or more training, the officers' work schedule will be changed to a five-day, eight (8) hour work schedule to accommodate the training without

unnecessary overtime expense. When reassigned for week-long or more training, it is understood that training that exceeds an eight (8) hour work day may result in overtime pay.

The Director of Public Safety will consider an Employee's shift request, based on the Employer's needs, when preparing shift changes through the following shift bid process:

- a) The Union will run the shift bid, but the Patrol Operations Lieutenant will review and have final approval.
- b) At shift bid, Officers are encouraged to take one (1), two (2) week vacation or two (2), one (1) weeks vacations. (These requests may cause overtime though multiple leave requests causing overtime will be approved based on first choice and seniority).
- c) Officers will be permitted to request up to four (4) leave requests at the shift bid. Any days causing overtime after the first two blocks are requested will not be approved.
- d) Personal Days will be allowed to be used on a Holiday **IF it does not cause overtime** or a reduction in necessary staffing to ensure road patrol duties are accomplished.

Under normal circumstances, work schedules will be posted twenty-one (21) days prior to the effective date of the schedule. In the event it is necessary to change an Employee's day off or shift, the Department will make a good faith effort to notify the Employee at least 72 hours in advance. It is recognized, however, that 72 hours' notice may not always be possible.

Section 8. Overtime. Hours worked in excess of eight (8) hours per day for eight (8) hour shifts or ten (10) hours per day for ten (10) hour shifts shall be considered overtime. A day is defined as the twenty-four (24) hour period beginning at 12:00 a.m. and ending at 11:59 p.m. Continuous time shall be paid at the rate of time and one-half (1-1/2) regular pay for all overtime hours worked, except as noted below in Section 9 and 10.

Section 9. Contracted Services Overtime. For the purposes of differentiating overtime rates for contracted police services, the following applies when the township enters into an agreement/contract to provide police services to outside organizations, groups, corporations, businesses, etc.:

- (a) Service contracts with large for-profit and non-profit corporations/organizations to provide for overtime police presence/services during special events and details will be paid at a double-time rate (two times the Employee's regular straight-time rate).
 - Services contracts with large for-profit and non-profit corporations/organizations to provide for overtime police presence/services on a holiday, as defined in Section 10, will be paid at a triple-time rate (three times the Employee's regular straight-time rate). Examples – Corporate contracts for the “Black Friday”/Thanksgiving details.
- (b) Service contracts with local schools, churches, small businesses, local/small non-profit organizations, etc. will be calculated at time and one-half the Employee's regular straight-time rate.

- Service contracts with local schools, small businesses, local/small non-profits organizations, etc. to provide for overtime police presence/services on a holiday will be paid at a double-time rate (two times the Employee’s regular straight-time rate).
- (c) Service contracts with any organization contracting with the Township, as well as with other law enforcement agencies for providing overtime police presence/services for special events, details, etc. will be paid at a triple-time rate (three times the Employee’s regular straight-time rate). Example – University of Michigan athletic events.
- (d) All service contracts will include Employees receiving thirty (30) minutes of overtime pay pre and post-event/detail for preparation, drive-time, etc., for a total of one (1) hour.
- (e) The Director of Public Safety will determine/decide on a case-by-case basis what service contracts are categorized as “large for-profit non-profit corporations/organizations” versus “local schools, small businesses, local/small non-profit organizations, etc.”
- (f) The Director of Public Safety or his/her designee maintains the right to provide or assign on-duty personnel to any event, detail, etc. as deemed appropriate, either in lieu of overtime personnel or in combination with overtime personnel provided under a service contract.

Section 10. Holiday Compensation. All Employees shall be paid a sum equal to twelve (12) days straight time pay on the last pay period in November.

Holiday pay shall be pro-rated based on holiday pay divided by the months of service worked in the year.

For purposes of this contract, the holidays are designated as follows:

Christmas Eve Day	Memorial Day
Christmas Day	Fourth of July
New Year's Eve Day	Labor Day
New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving
President's Day	Day after Thanksgiving

The above listed holidays are defined as the twenty-four (24) hour period starting at 12:00 a.m. and ending at 11:59 p.m. An Employee who works overtime on any of the twelve listed holidays will receive two (2) times the Employee’s regular straight-time rate for hours worked on the holiday. An Employee who works a regular shift during the following nine (9) holidays (i.e., New Year’s Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year’s Eve Day) will receive pay calculated at time and one-half the Employee's regular straight-time rate for hours worked on the holiday.

Section 11. Vacation Leave. Each Employee will earn vacation at the following rate based on continuous services with the Township:

Number of Years of Service	Eight (8) Hour Shift	Ten (10) Hour Shift
Start through Five years	12 days (96 hrs.)	10 days (100 hrs.)
After Five years through Ten years	18 days (144 hrs.)	15 days (150 hrs.)
After Ten years through Fifteen years	19 days (152 hrs.)	16 days (160 hrs.)
After Fifteen years through Twenty years	22 days (176 hrs.)	18 days (180 hrs.)
Twenty-one+ years	23 days (184 hrs.)	19 days (190 hrs.)

To earn a vacation day in a month, an Employee must work at least eighty (80) hours in the month. For purposes of this provision, any paid time (vacation, personal, sick, compensatory and bereavement time) shall also be counted as time worked.

- (a) Employees are encouraged to use vacation time during the calendar year in which it is earned. Employees will be allowed to rollover up to two hundred and forty (240) hours of vacation time for an eight (8) hour shift employee and three hundred (300) hours of vacation time for a ten-hour shift employee, however, in no event will an Employee be allowed to have more than two hundred and forty (240) hours of vacation time counted towards their final average compensation (FAC) for purposes of calculating their pension benefit.
- (b) Absence on account of sickness, off-the-job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the Employee and at the discretion of the Township, be charged against the vacation leave allowance.
- (c) If an Employee becomes ill or is injured while on vacation leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the vacation time may be converted and charged to any sick time accumulation.
- (d) Employees are required to give reasonable notice (at least 72 hours) to request use of a vacation day or a block of vacation days outside of the period set forth in Paragraph (f) below. Under normal circumstances, requests for such additional vacation time will be answered within five (5) days. Approval of such vacation time shall continue to be at the discretion of the Director of Public Safety.
- (e) Bargaining unit Employees will be given preference according to their seniority in selecting vacation time (up to a total of 15 consecutive vacation days) for each vacation request. Vacation time requests shall coincide with the shift request periods.

All requests for additional vacation time shall be assigned only after all other bargaining unit Employees have been given preference for vacation in each vacation time request. Vacation time requests supersede shift requests, unless otherwise requested in writing at the time the vacation time request is submitted.

If an Employee submits more than one (1) vacation time request in the period, he/she shall designate the order of preference.

- (f) If an Employee is killed in the line of duty, any unearned vacation leave previously expended will not be deducted from the terminal benefits that may be awarded to the Employee's beneficiaries.
- (g) Upon termination, any unused earned vacation shall be cashed-out and paid to the Employee within thirty (30) days of termination unless, prior to the date of termination, the Employee notifies the Finance Department, in writing, to leave the time in their vacation bank. As of the date of termination, 100% of the Employee's unused earned vacation bank shall be automatically converted to pay and contributed to the Employee's 457 Deferred Compensation Plan account (provided their annual contribution does not exceed the maximum allowable contribution as permitted by law).

Section 12. Sick Leave. Employees shall accrue sick leave at the rate of one hundred (100) hours equally over twenty-six (26) pay periods for ten (10) hour shift employees and ninety-six (96) hours equally over twenty-six (26) pay periods for eight (8) hours shift employees. To accrue sick time in a month, an Employee must work at least eighty (80) hours in the month. For purposes of this provision, any paid time (vacation, personal, sick, compensatory and bereavement time) shall also be counted as time worked. Employees will be allowed to accumulate up to seven hundred and twenty (720) hours for an eight (8) hour shift Employee or eight hundred (800) hours for a ten (10) hour shift Employee. Any sick time granted above the maximum amount in any calendar year shall be converted to pay at the rate of one-half (1/2) hour for one (1) sick hour; converted to vacation time at the rate of two (2) sick hours for one (1) vacation hour; converted to pay as provided herein and contributed to the Employee's Employee's Deferred Compensation (457) Account at the rate of 100% (provided their annual contribution does not exceed the maximum allowable contribution as permitted by law). Payouts will be paid the second pay period in February of each year based on the Employee's rate in effect on December 31st of the previous year unless the Employee notifies the Finance Department, in writing, on or before December 15th, that the excess sick leave is to be left in the sick bank. As of December 31st, the Employee's sick leave bank will automatically be converted to pay as provided above and contributed to the Employee's 457 Deferred Compensation account. If the employee does not have an established 457 Deferred Compensation account then the time will be converted to pay and paid out at one-half (1/2) the amount.

Upon termination, any unused earned sick days shall also be converted to pay at the rate of one-half (1-1/2) day for one (1) sick day and shall be paid to the Employee within thirty (30) days of termination unless, prior to the Employee's date of termination, the Employee notifies the Finance Department in writing, to leave the time in their sick leave bank and then as of the date of termination, 100% of the Employee's unused earned sick leave bank shall be automatically converted to pay as provided herein and contributed to the Employee's 457 Deferred Compensation account (provided their annual contribution does not exceed the maximum allowable contribution as permitted by law). If the employee does not have an established 457 Deferred Compensation account then the time will be converted to pay and paid out at one-half (1/2) the amount. The Director of Public Safety or his/her designee shall be responsible for reviewing and approving Employee sick leave. A year-to-date record shall be reflected on each paycheck.

- (a) Employees are required to give daily notification, or other appropriate notice, to the Department of the necessity for taking sick leave. They will not be required to provide specific information on the illness except to Human Resources when requested. Notifications must be given at least two (2) hours before the Employee is scheduled to report for work. The Township may refuse to allow paid sick leave where there is insufficient evidence, as provided in (b) below, to support the Employee's claim, or where the Employee has not given reasonable notice, as above.
- (b) A doctor's statement may be requested and must be submitted to Human Resources, if requested, after an Employee has used three (3) consecutive sick leave days or upon reasonable suspicion of abuse. If the suspicion is based on a pattern or practice, the Employer shall notify the Employee to provide a doctor's statement to Human Resources when the Employee calls in sick the next time(s). If the suspicion is based on a single absence, the Employer shall notify the Employee on their day in question that a doctor's statement is required and must be provided to Human Resources.
- (c) An Employee will be required to submit a report from a doctor following a prolonged illness or injury of five (5) days or more indicating that he/she is physically able to return to work without limitations or restrictions.
- (d) A non-shift Employee using paid sick leave during a period that includes a designated holiday will be paid for such holiday in lieu of sick pay.
- (e) No Employee may draw sick leave in excess of scheduled work days.
- (f) Accumulated sick leave credits will be paid for each day of sickness at the Employer's regular straight time rate of eight (8) hours.
- (g) If an Employee becomes ill while on vacation, at the Employee's request and with documentation from a physician, the vacation leave may be converted to sick leave, after approval from Human Resources.
- (h) When it is necessary to make appointments during the regular work day, they must be approved in advance by the Employee's supervisor. Time off for an appointment will be reported on the time sheet for the pay period in which it occurred. Sick leave for this purpose will be charged in four (4) hour increments.
- (i) Employees who have exhausted their accumulated sick leave and do not report for work shall be terminated from their employment with the Township as provided in Article 4, Section 3 (c).
- (j) Maternity leave shall be treated in accordance with the applicable FMLA leave sections of this contract and appropriate state and federal laws.
- (k) Employees may use sick leave for the illness or injury of the Employee, his/her parent, child, or spouse.

Section 13. Duty Disability Leave.

- (a) A duty disability leave shall mean a leave required as a result of the Employee incurring a compensable illness or injury while in the employment of the Township covered by the Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an Employee, when he/she is aware of an injury or illness, shall immediately report in writing any illness or injury, however minor, to his/her immediate supervisor and take such first aid or treatment as may be recommended.
- (c) Employees on duty disability leave shall not accrue vacation/sick leave, or personal days.
- (d) Permanent or probationary Employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Township shall receive duty disability pay as follows.
 - (1) The Township shall, for a period not to exceed one (1) year from the date of injury, supplement without charge to sick leave or vacation, the difference between workmen's compensation and the Employee's regular rate of pay, excluding any overtime or premium pay.
 - (2) After one (1) year of duty disability leave, if the Employee has sufficient accrued leave, he/she will receive a payroll check for the difference between the workmen's compensation check and his/her normal biweekly payroll check to the extent of his/her accrued sick leave, leave bank days and compensatory time.
- (e) An Employee who is being treated for duty disability injury may be treated for such injury during regular working hours and will be compensated at his/her regular rate of pay. He/she shall report promptly to work once the appointment is completed.
- (f) Employees shall not be entitled to more than one (1) year duty disability leave arising out of the same injury or illness, or any recurrence of an injury or illness for which the Employee has already received benefit under the provisions of this section.

The Township shall be permitted to employ part-time officers when an Employee is on duty disability after thirty (30) days. Such part-time employment shall terminate upon the Employee returning to full duty.

Section 14. Bereavement Leave. An Employee will be granted a maximum of five (5) leave days with pay beginning on the date of the employee's choosing within 30 days of a death in the immediate family. Immediate family shall be defined to include parents, parents of current spouse, spouse, children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents or grandchildren, step-parents, stepbrother, stepsister, and step-children of a current spouse or other relatives living in an Employee's home. These days shall not be deductible from accumulated sick time. Supporting documentation may be required. In addition, in accordance with the above, an Employee will be granted one (1) leave day with pay to attend the bereavement of an Employee's

great grandparent, aunt, uncle, niece, nephew, or the grandparents/great grandparents of the current spouse. An additional leave chargeable to the Employee's sick leave, vacation or personal, may be granted due to the death of a current spouse or children when approved by the Director of Public Safety.

If an Employee becomes ill or is injured while on bereavement leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the compensatory time may be converted and charged to any sick time accumulation.

Section 15. Absence Without Leave. An Employee who is absent from duty shall report the reason therefore to the Township prior to the date of absence when possible. All unauthorized and unreported absences shall be considered without leave and deduction of pay shall be made for the period of absence.

Section 16. Call-Back/On-Call.

- (a) Call-Back. If an Employee is called back to work while off duty, he/she shall be compensated three (3) hours overtime at time and one-half (1-1/2), unless such call back is continuous or contiguous to the officer's assigned shift. In these instances, he/she shall be paid overtime for the exact hours or portion thereof worked.

Additionally, the Township and Union agree that in the event of an emergency, an officer could be notified to return to the station upon completion of their court assignments.

- (b) On-Call. Police Officers assigned to the Detective's Bureau that are required to be on-call on a rotational basis will receive an additional daily stipend (calculated at the rate of (1) additional hour per each day that they are required to be on-call.

Section 17. Schedule "A"-Wages.

	3%	3%	3%
	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
Steps			
Starting Wage	\$46,528	\$47,924	\$49,362
After one (1) years	\$50,073	\$51,575	\$53,123
After two (2) years	\$55,683	\$57,354	\$59,074
After three (3) years	\$60,242	\$62,049	\$63,910
After four (4) years	\$69,726	\$71,817	\$73,972

Section 18. Computation of Back Wages. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

Section 19. Compensatory Leave. Employees can accumulate unlimited hours of compensatory leave during the calendar year but at the end of the year will only be allowed to rollover up to a maximum of sixty (60) hours annually. In no event will an Employee be allowed to have more than sixty (60) hours of compensatory time counted towards their final average compensation (FAC) for purposes of calculating their pension benefit. The Employee's unused

compensatory time bank shall be automatically converted to pay and either paid out directly to the Employee or contributed to the Employee's 457 Deferred Compensation account (provided their annual contribution does not exceed the maximum allowable contribution as permitted by law). The Employees will have the option to be paid in full for unused compensatory time earned through December 31st of that year and paid out on the last pay period in the following January or be paid down to a maximum of sixty (60) hours unused compensatory time. The Employee must notify Finance by December 1st annually if they want the pay out to come to them directly or contributed to their 457 Deferred Compensation account. If they fail to notify Finance by December 1st, it will automatically be paid out directly to the Employee.

Employees will be provided with a reasonable opportunity to use compensatory leave that they have accumulated. Employees should request compensatory leave at least seven (7) days prior to the requested "time off". In such cases, the command staff will review and respond to the Employee within seventy-two (72) hours of receipt with an approval or denial of the requested "time off".

The use of compensatory leave shall be reasonably determined on a "first come, first serve" practice based upon factors that include the timeliness of the request and the departmental staffing levels. In the event of short notice, an officer may request use of compensatory time and preference would be considered on a case by case basis and seniority will be honored when multiple requests for "time off" are received at the same time.

As a general practice, compensatory time shall be approved or denied in the same manner as vacation time. Further, the township retains the authority to cancel approved compensatory leave if an emergency situation occurs, defined as an event beyond the control of the Township, and designated as such by the Director of Public Safety or Deputy Chief of Police. If an Employee becomes ill or is injured while on compensatory leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the compensatory time may be converted and charged to any sick time accumulation.

In an emergency situation where time off will be cancelled, the Director of Public Safety or Deputy Chief of Police shall consult with the Union as to the priority of the personnel that will have their time cancelled.

Section 20. Educational Incentive. An annual lump sum payment will be made for any POAM member with the following educational attainment:

- (a) Bachelor's Degree: \$1,250
- (b) Master's Degree: \$2,500

Payment will occur in January of any given year.

Section 21. Cell Phone Stipend. Employees will receive an annual stipend in the amount of \$250 for the use of their personal cell phones to be paid out the first pay period of March. Employees who choose to use their personal cell phones for work purposes must sign an acknowledgement form that their cell phone records will fall under the Freedom of Information

Act (FOIA) and at any time must make the phone available for Department and/or legal review to comply with FOIA requests or other investigations where information transmitted on the phone is needed by the Department. Employees can choose to opt-out of the Cell Phone Stipend.

ARTICLE 10 – ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 1. Transfer of Employees. If an Employee is transferred to a position within the Department but not included in the Unit, and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 2. Vacancy. When it is determined by the Township that there is a vacancy or a newly-created position classification within the bargaining unit, members of the unit shall be eligible to be considered for transfer or to be promoted to said position classification but must be deemed most qualified by a procedure determined by the Director of Public Safety.

Section 3. Openings. Openings referred to in Section 2 will be posted in a conspicuous place in the Township Police Department at least seven (7) days prior to filling said opening.

Section 4. Promotions. All members of the Pittsfield Township Police Department are eligible to qualify for promotion to the rank of Sergeant under the following conditions.

- (a) Employees must have at least five (5) years of service and a minimum of three (3) years of road patrol experience with the Pittsfield Township Police Department as of the last day of the posting period. If an individual has been on a leave of absence during the required experience time period it will be considered on a case-by-case basis with a determination made by the Director of Public Safety and the President of Pittsfield Township POAM.
- (b) Interested Employees must submit a letter of interest/resume within the posting period and complete a department questionnaire.
- (c) Applicants shall be required to test for the position according to the process determined by the Director of Public Safety after consultation with the Union. Unless otherwise agreed, the parties agree to utilize the process set forth in this agreement.
- (d) Upon completion of the promotional process, candidates will be ranked in order of the highest aggregate score, if applicable. Promotions shall be made in the order of the ranking. In the case of a tie, the most senior will be promoted.
- (e) The eligibility roster shall be good for one (1) year from the date the roster is posted.
- (f) Promotion to Sergeant will be based on the following factors:
 - a. Oral Exam – 15%
 - b. Evaluation by Command Officers – 25%

- c. Interview(s) with Director – 50%
- d. Seniority – 10%

- (g) The oral exam shall consist of a panel of outside interviews at least two of whom shall be from outside Washtenaw County. All Interviewers shall be Police Command Officers up to and including the Deputy Chief of Police.
- (h) A committee of at least three (3) Pittsfield Township Command Officers shall evaluate the job performance of the candidates.
- (i) The composite scores from the oral exam and the Command Officer job evaluation shall be sealed and not opened until after the Director has completed his/her scoring.
- (j) Performance evaluations will be reviewed and considered as part of any promotion or special assignment determination for the most recent three (3) year period.

Section 5. Retention of Seniority. If a member of the bargaining unit is promoted or voluntarily transfers to another position within the bargaining unit, he/she shall retain seniority. If the Township does not wish to retain the member in this position, the member shall return to his/her highest previously held position.

Section 6. Return of Previously Held Rank. If a member of the bargaining unit is promoted or voluntarily transfers to a position outside of the bargaining unit, he/she shall retain seniority in his/her highest bargaining unit-covered rank. If the Township does not wish to retain the member in the non-covered position, the member shall be returned to the highest previously held rank in the bargaining unit.

Section 7. Temporary Assignment. Temporary assignments for the purpose of filling vacancies within the Township Department in positions will be granted to a qualified Employee for such job. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Director of Public Safety shall determine when a vacancy exists, and it shall not include filling in for members on routine vacations, sick, or leave days.

While temporary assignments shall continue to be made at the discretion of the Director of Public Safety, before such assignments are made to the positions outlined below, the Director will post a notice indicating the assignment to be filled. Interested Employees may submit a letter of interest to the Director. The Director or his/her designee will interview interested applicants.

- (a) The promotion to the rank of temporary Acting Sergeant shall be limited to a period of two (2) years unless otherwise mutually agreed to between the Township and the Union. Effective the beginning of the pay period on or after the date of ratification, temporary Acting Sergeants shall be compensated at a rate of \$1.25 per hour over the top Patrol Officer's pay (i.e., Step 5), but shall remain in the bargaining unit. The Director of Public Safety shall have the sole authority in appointing a member of the bargaining unit to the position of temporary sergeant. Temporary Acting Sergeants shall not have the authority to recommend discipline.

- (b) The position of acting sergeant shall not be used to replace a full time sergeant due to vacation or leave days. In the event that a vacancy is created due to retirement, quit or termination, a temporary sergeant may be used to fill the vacancy until a process is completed and a full time appointment is made and the position filled.
- (c) The position of officer in charge shall be determined by the Director of Public Safety. Officers in charge shall be compensated at a rate of One Dollar and twenty-five cents (\$1.25) above the top patrol rate for hours worked as the officer in charge.

Section 9. Field Training Officer. An Employee assigned as a Field Training Officer (FTO) shall receive a stipend computed at the rate of two (2) hours at their straight-time base hourly rate for each shift worked while training and/or evaluating a probationary officer.

Section 10. Special Assignment. In the event a special assignment is created, the Director, or his/her designee, shall meet with the Union to discuss the scope of the assignment and whether additional compensation, if any, is to be paid. The Director of Public Safety, or his/her designee, determines who will be assigned to any special assignments. Currently the following Special Assignments and related wage adjustment, and other benefits are:

- (a) Detective Bureau. Officers assigned to the Detective Bureau for a minimum of thirty (30) consecutive days shall be compensated at the rate of five percent (5%) over the officer's current base hourly rate for hours worked in the Detective Bureau starting the pay period on or after the 30th consecutive day. Officers assigned to the Detective Bureau will be issued a department cell phone. Officers assigned to the Detective's Bureau that are required to be "on-call" on a rotational basis will receive an additional daily stipend (calculated at the rate of one (1) additional hour per each day that they are required to be on-call).
- (b) School Resources Officer. Officers assigned to be a School Resource Officer for a minimum of thirty (30) consecutive days shall be compensated at the rate of five percent (5%) over the officer's current base hourly rate for hours worked as a School Resource Officer starting the pay period on or after the 30th consecutive day. Officers assigned to be a School Resource Officer will be issued a department cell phone.
- (c) Court/Property Officer. Officers assigned to be a Court/Property Officer shall be compensated at the rate of five percent (5%) over the Officer's current base hour rate for hours worked as a Court/Property Officer starting the pay period on or after the 30th consecutive day.
- (d) LAWNET. Officers assigned to LAWNET shall be compensated at the rate of five percent (5%) over the Officer's current base hourly rate for the length of the LAWNET assignment. Officers assigned to LAWNET will be issued a department cell phone and an unmarked department issued vehicle.
- (e) DEA. Officers assigned to DEA shall be compensated at the rate of five percent (5%) over the Officer's current base hourly rate for the length of the DEA assignment. Officers assigned to DEA will be issued a department cell phone and an unmarked department issued vehicle.

- (f) Corporal. Officers with ten (10) years of service with the Township may apply for the special assignment of Corporal. See the Corporal job description for position summary, job functions/responsibilities, and required knowledge, skills, abilities, and minimum qualifications.

To apply for Corporal, officers must also pass all three phases of the below-listed selection process that will determine each officer's knowledge, skills, abilities, and qualifications for the assignment:

1. Performance assessment by Patrol Division Sergeants – minimum approval of four (4) sergeants required to move to next phase.
2. Review of prior three (3) years of documented annual performance evaluations – minimum of “meets expectations” in all categories and no incidents of documented disciplinary action (written reprimand or suspension) to move to next phase.
3. Review and assessment by Director of Public Safety. The Director has the discretion and final determination whether appointment to the Corporal assignment is approved.

Upon passing all three phases of the selection process, officers will be designated as a Corporal for a three (3) year assignment that includes a five percent (5%) base wage increase, consistent with special assignment positions. Upon completion of the three-year assignment, at the Director's discretion, officers may be extended or re-evaluated using the above selection process for re-appointment to the Corporal assignment. Any officer who does not pass the selection process may apply for re-consideration after two (2) years. (See Corporal Addendum for entire assignment information.)

ARTICLE 11 -- PERSONAL DAYS

It is agreed that each full-time Employee shall receive up to twenty-four (24) for an eight (8) hour shift Employee or thirty (30) hours for a ten (10) hour shift Employee of personal time each calendar year in which time the Employee may conduct personal business. Eight (8) hours for an eight (8) hour shift Employee or ten (10) hours for a ten (10) hour shift Employee shall be earned for each full four (4) months of work in the previous year. A month of work will be any month in which the Employee works eighty (80) hours or more in the month. For purposes of this provision, any paid time (vacation, personal, sick, compensatory and paid bereavement time) shall also be counted as time worked.

The Employee is required to give as much advance notice as possible prior to requesting personal time, except in the case of an emergency so deemed by the Director of Public Safety or his/her designee. Paid personal time shall continue to be granted by the Director of Public Safety or his/her designee subject to the staffing needs of the Department. If an Employee becomes ill or is injured while on personal leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the personal time may be converted and charged to any sick day accumulation.

Any unused Personal time as of December 31st of any given year shall be converted as follows by option of the Employee:

- (a) Paid out at 100% and deposited into the Employee's 457 Deferred Compensation Account;
- (b) Paid out at 50% directly to the employee.

The employee must notify the Finance Department by December 1st of each year on which option they select.

ARTICLE 12 – EQUIPMENT

Equipment shall be issued to the police officers as the Director of Public Safety shall deem necessary to enable them to carry out their duties herein described. Such equipment issue shall include:

1. CLASS - A - UNIFORM:

- a) One (1) short sleeve shirt
- b) One (1) long sleeve shirt
- c) One (1) pair of trousers
- d) One (1) tie
- e) One (1) tie bar
- f) One (1) Lancaster
- g) One (1) Lancaster rain cover
- h) One (1) whistle
- i) One (1) whistle chain
- j) Two (2) name bar/tag
- k) Two (2) breast badges
- l) One (1) hat badge
- m) One (1) wallet badge

2. CLASS - B - UNIFORM:

- a) Four (4) long sleeve shirts
- b) Four (4) short sleeve shirts
- c) Four (4) pair of trousers
- d) One (1) summer hat (baseball style)
- e) One (1) winter hat

3. CLASS - C - UNIFORM:

One (1) complete set of fatigues if required for special unit assignment

4. EQUIPMENT:

- a) One (1) body armor
- b) One (1) duty weapon with tactical lighting and holster
- c) One (1) duty EMD device and holster
- d) One (1) chemical agent spray and holder
- e) One (1) duty belt and gear
- f) One (1) duty bag

- g) One (1) winter jacket (optional at Employee's request)
- h) One (1) spring jacket
- i) One (1) raincoat
- j) One (1) pair of boots (NOTE: In the case of Danner brand boots, two years is the earliest timeframe to replace for normal wear; however, the Quartermaster may appeal to the Director if he/she believes the Danner brand boots are not worn to the point of replacement.)
- k) One (1) pair of shoes
- l) One (1) flashlight
- m) One (1) ticket book
- n) One (1) clipboard
- o) Two (2) sets of handcuffs
- p) One (1) set of duty gloves
- q) One (1) tactical duty bag with helmet, gas mask and eye protection
- r) One (1) exterior vest carrier (optional at Employee's request and after completion of one (1) year)
- s) One (1) pistol magazine carrier
- t) One (1) administrative pouch
- u) One (1) portable radio carrier
- v) Two (2) handcuff case
- w) One (1) flash light carrier

Officers assigned to plain clothes shall be provided a holster, ammunition and handcuff case holder

All such equipment shall remain the property of the Township and any replaced equipment item will be returned to the Director for proper disposition.

ARTICLE 13 – UNIFORM MAINTENANCE

- (a) Employees shall receive a uniform cleaning allowance of \$500.00, on an annual basis, paid in a lump sum as taxable income the last pay period in June for the current year. Employees shall receive replacement of all issued uniforms from the department upon the uniform item becoming worn, damaged and/or unserviceable. Such uniform item shall be presented to the office of the Director of Public Safety or his/her designee for determination of the condition of the uniform item. Any replaced uniforms will be destroyed by the Quartermaster.
- (b) The Department's Uniform Committee shall meet at least on an annual basis. The Committee will be representative of the Department and will include a representative designated by the Union. The Committee will review and make recommendations on required equipment/uniform updates and/or changes) vendor service and the like. The Director of Public Safety shall make all final determinations after receiving recommendations and input from the Committee.
- (c) The Township shall provide for monthly cleaning of the following uniform items at no cost to Employee every six months.

- (1) one jacket
- (2) four ties
- (3) one hat

ARTICLE14 – DENTAL INSURANCE

The Township will provide dental insurance to the department with the following levels of coverage (See Benefit Summary):

Class I, diagnostic and preventative, emergency palliative, brush biopsy 100%;

Class II, radiographs, major and minor restorative services, periodontic services, endodontic services, oral surgery, relines and repairs and other basic services 50%;

Class III, prosthodontic services 50%.

Class IV, orthodontic services, 50%

Maximum Contract Benefit on Class I, II and Class III benefits is \$1,000.00 per person per contract year. Class IV, orthodontics 50%, with a \$1,500.00 lifetime maximum per eligible person.

If an Employee's spouse is employed by the Township, only one family plan will be provided for the two of them.

ARTICLE 15 – OPTICAL CARE

The Township will provide family optical care benefits coverage once every 12 months from a provider of choice per family member. Coverage includes eye examination, single lens prescription, multi-focal lenses, plastic lenses, oversized lenses, or contact lenses to a maximum of \$300.00 annually. Paid receipts must be submitted to Human Resources for reimbursement processing.

ARTICLE 16 – HEALTH CARE INSURANCE

Section 1. The Township will provide group health care benefits through a carrier that provides national access to providers. The selected healthcare provider will be communicated annually to Employees. Core benefits of the health care plan shall include:

	2019 & 2020 Base Plan PPO Traditional Plan	2019 & 2020 Optional Plan 2021 Base Plan PPO Traditional Plan	2019 through 2021 Optional Plan High Deductible Health Plan w/HAS Account
Type of Plan	ASO PPO	ASO PPO	ASO PPO
Deductible	\$500/\$1,000	\$1,000/\$2,000	\$1,350/\$2,700
% Co-Insurance	10%	20%	0%
Coinsurance Maximum	\$250/\$500	\$2,500/\$5,000	N/A
Out-of-Pocket Maximum	\$750/\$1,500	\$6,350/\$12,700	\$2,250/\$4,500
Office Visit Copay	\$20	\$30	\$0 after deductible
Urgent Care Copay	\$20	\$30	\$0 after deductible
ER Copay	\$250	\$150	\$0 after deductible
Chiropractic Office Visit Copay	\$20	\$30	\$0 after deductible
Chiropractic Visits Covered	24 Visits	24 Visits	12 Visits
Physical, Occupational and Speech Therapy	60 Visits	60 Visits	30 Visits
Prescription Drugs	\$10 / \$40 / \$80 /	\$10/\$40/\$80/ 15% Preferred Specialty (\$150 Max)/ 25% Non-Preferred Specialty (\$300 Max)	\$10 / \$40 / \$80 / after deductible
90 Day Retail Purchase Rx	90 Days for Cost of 60	90 Days for Cost of 60	90 Days for Cost of 60

Employees will be responsible for the PA 152 cost share of said premium as authorized by the Pittsfield Charter Township Board of Trustees.

Section 2. Regular, full-time Employees who are eligible for the Township's health insurance shall be entitled to participate in an Employer-sponsored opt-out program. A Section 125 Plan shall be adopted. Employees shall be required to show that they have credible health care coverage that includes the Employee from other than Pittsfield Township before said Employee will be eligible to participate in the opt-out program. A participating Employee will be entitled to an annual opt-out stipend of Three Thousand Dollars (\$3,000).

- (a) Said payment shall be made as an adjustment to a regular paycheck in December each year. Only those Employees employed as of the date of payment and enrolled in the opt-out plan shall be entitled to the payment in lieu of insurance.
- (b) Said payment shall be for the twelve (12) calendar billing periods each year.

In the event the spouse's health care plan ceases to cover the Employee, the Employee may re-enroll in one of the Township's sponsored health plans, provided the Employee applies within sixty (60) days from loss of such coverage and submits verification of loss of such coverage at that time. Coverage under the Township plan shall then become effective at the beginning of the next billing period, or as soon thereafter as permitted by the health provider.

ARTICLE 17 – LIFE INSURANCE

The Township will provide group life insurance coverage equal to one and one-half times an Employee's base salary to the nearest five thousand dollar unit up to a maximum of one hundred and twenty thousand dollars (\$120,000).

ARTICLE 18 – INSURANCE ELIGIBILITY

- (a) Health, life, dental and optical shall become effective on the first of the month following the Employee's date of hire, provided the Employee is actively at work on the date the insurance is to be effective.
- (b) Health, life, dental and optical cease upon the date the Employee's service are terminated or the date the Employee is laid off or goes on a leave of absence, except as provided for under FMLA leaves of absence and except in the case of duty disability leave and prolonged illness leaves under Article 9, Section 12 where health Insurance, life and dental will be continued by the Employer for the first six (6) months of said leaves. Thereafter, it shall be subject to applicable COBRA regulations.
- (c) Eligibility, coverage and benefits under the Health, Life, Dental and Optical plans are subject to the availability of such plans and the terms and conditions contained in the contracts between the Township and the carrier(s)/Provider(s). It is further agreed that the only liability assumed by the Township is to pay the premiums up to the level specified herein. If a plan becomes unavailable, the parties will meet to negotiate a replacement.

ARTICLE 19 – LEAVES OF ABSENCE

Section 1. General Leave. Any Employee desiring a leave of absence from his/her employment for other than Family and Medical Leave Act leaves, must secure written permission from the Director of Public Safety. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Director of Public Safety or his/her designated representative. Failure to comply with this provision shall result in the complete loss of seniority rights for the Employee involved.

Section 2. Illness or FMLA Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a FMLA leave will be granted for one or more of the following:

- (a) Because of the birth of a son or daughter of the Employee, and in order to care for such son or daughter;
- (b) Because of the placement of a son or daughter with the Employee for adoption or foster care;
- (c) To care for the Employee's spouse, son or daughter, or parent who has a serious health condition; or

- (d) The Employee is unable to perform the essential job functions because of a "serious health condition" as provided in Article 9, Sections 12 and 13.

FMLA leave denoted as (a) through (c) above, are only available to Employees who have been employed by the Township for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

FMLA leaves are counted against an Employee's annual FMLA leave entitlement. Under the FMLA, an Employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an Employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

1. FMLA shall run concurrently with any other leaves allowed.
2. All leaves (self, family or intermittent) shall be treated consistently.
3. When taking FMLA, an Employee must first use accrued sick banks (with the ability to retain up to 72 hours in their accrued sick banks), then at the Employees discretion may use accrued vacation banks, accrued compensatory banks or unpaid time for the remainder of the FMLA leave.

If either the Employee or the Employer designates paid leave as family and medical leave after leave has begun (e.g., when an Employee requests an extension of a paid leave with unpaid Family and Medical Leave), the entire or some portion of the paid leave may be retroactively counted as Family and Medical Leave, to the extent that the leave period qualified as Family and Medical Leave. The inability to work because of proven sickness or injury shall not result in the loss of seniority.

Section 3. Prolonged Illness Leave. Granted by action of the Township Board, a prolonged illness leave is an UNPAID leave granted to an ill or injured Employee. This leave may be granted to an Employee who has otherwise used all accumulated vacation and sick leave, but who will hopefully return to work upon recovery from the illness or injury involved. The Township Board may grant a prolonged illness leave for up to six (6) months.

- (a) During this period the Employee shall retain the position and job classification attained prior to the leave.
- (b) Should an Employee not return to work in accordance with the approved leave schedule or apply for and be granted a prolonged illness leave extension, he/she will be considered a voluntary quit according to Article 4 Section 3 (c).
- (c) If the Employee requests an extension of the prolonged illness leave beyond the initial leave granted, the Township Board may authorize a thirty (30) day extension. This extension will be at the discretion of the Township Board. The Employee must provide a physician's

statement indicating the medical need for the additional time where circumstances require a longer than expected convalescence.

- (d) During the first six (6) months of a prolonged illness leave, hospitalization, life, and dental insurance will remain in effect with premiums paid by the Employer. Any other benefits (where permitted by the carrier) may be continued at the expense of the Employee. During an extended prolonged illness leave, if granted in (c) above, all benefits may be continued (where permitted by carrier) at the expense of the Employee.

ARTICLE 20 – TUITION REIMBURSEMENT

Any regular full-time Employee is eligible for Tuition Reimbursement providing the following conditions are met:

- (a) The Employee must have held employment status with the Township for a period of no less than twelve (12) consecutive months on the date of starting an approved course.
- (b) The degree is directly related to the assigned duties of the Employee in his/her present position and direct application of knowledge to be gained in the degree can be clearly stated; or the degree is in preparation for possible future duties that may be assigned the Employee in his/her present position.
- (c) Reimbursement, shall be upon proof of satisfactory completion of an approved course with a grade of “C” or better for undergraduate courses, of “B” or better for graduate courses, reimbursement shall be one hundred percent (100%) of expenses associated with the approved course (e.g., tuition, books, technical fees, labs, registration fees).
- (d) The Employee requests the tuition reimbursement and it is approved prior to starting classes.
- (e) The course work and class time is to be completed during off duty working hours of the Employee.
- (f) Evidence of satisfactory completion of the course(s) in conjunction with proof of total payment for such approved course is to be presented to the Human Resources in order to receive any tuition reimbursement from the Township.
- (g) Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a prorated basis from the Township's assistance payment.
- (h) Any Employee shall be required to repay all money received under this Section 7 in the event the Employee separates from the Township within a three-year period subsequent to completion of the course, in according with the following chart:

<u>If the Employee Separates:</u>	<u>Amount to be Repaid</u>
After less than 1 full year	Repaid in full
After 1 full year but less than 2	66-2/3% repaid

After 2 full years but less than 3
After 3 full years

33-1/2% repaid
No repayment

Repayment shall be in one lump sum to be deducted from the Employee's final paycheck, a payroll deduction is hereby authorized, or reimbursement shall be made forthwith by the Employee upon separation of employment in the event there is not sufficient funds in the Employee's final paycheck.

- (i) The maximum tuition reimbursement per participant per fiscal year shall be \$1,800.

ARTICLE 21 – LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1. Prohibition of Work Stoppage or Slowdown. Under no circumstances will the Union cause or authorize or permit any Employee to cause, nor will any Employee take part in or cause, any activity violative of Public Act 336 of 1947, as amended. Furthermore, the Union will not permit nor shall any Employee engage in any curtailment of police services by failure to report to work by either feigned or pretense of illness.

In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved Employee in writing that their conduct is violative of this Agreement, that they shall be disciplined for such conduct up to and including discharge, and that such Employees should immediately cease the conduct that is violative of this Agreement.

The Township shall have the right to discipline, up to and including discharge, any Employee who instigates, participates in or gives leadership to any work stoppage or curtailment herein prohibited.

The Township shall not lock out any Employee during the terms of this Agreement.

If the Union causes or authorizes Employees to engage in any conduct violative of Public Act 336 of 1947 as amended, it shall be deemed to be in breach of this Agreement until such time as such conduct ceases, and no action subsequent to the Union's causing or authorizing the violative conduct shall be deemed to mitigate in any way the damages incurring against the Union for such breach.

Section 2. Violation of Arbitration and Grievance Procedure. Any individual Employee or group of Employees who willfully violate or disregard the arbitration and grievance procedures set forth in Article 8 of this Agreement may be discharged by the Township without liability on the part of the Township or the Union.

Section 3. Access to Administrative Offices. The Township agrees that it will allow proper accredited representatives of the Union access to the administrative office of the Township at any reasonable time for the purposes of policing the terms and conditions of the Agreement.

Section 4. Examination of Time Records. The Union shall have the right upon reasonable notice to examine time records at the Township offices and any other records pertaining to the

computation of compensation of any Employee whose pay is in dispute, or any other records of the Township Department pertaining to a specific grievance.

ARTICLE 22 – PENSION PLAN

Employees of this bargaining unit who meet all requirements for retirement under the Federal Social Security System (i.e. presently age sixty-two (62) or older, or by reason of disability qualifications), who have been employed or have served in a "full time" capacity for a period of ten (10) years or more, or who are fifty (50) years old with twenty-five (25) years of continuous service, and who are currently Employees of the Township, are eligible to retire from employment and/or service with the Township. Eligible Employees who participate, upon retirement, will have the following privileges.

Section 1. Pension Plan.

For Employees hired prior to January 1, 2015 the retirement benefit will be a Michigan Municipal Employees Retirement System (MERS) defined benefit plan with benefit levels of B3, FAC3, F50/25 and an E-2 rider. Employees will participate by contributing 6.17 percent of their total compensation. Due to the MERS funding requirement change as of July 1, 2009, the Township and Union agree that the pension plan may be opened for negotiations if applicable funding requirements are met.

For Employees hired after January 1, 2015 and thereafter, the retirement benefit will be a Hybrid pension plan with the following features:

- Defined Benefit: 1.5% multiplier, FAC 3, Six year vesting and F55/25
- Defined Contribution: 6.17% Employee contribution of their total compensation

For any member (regardless of date of hire) who contributes 3% or greater to a qualified 457 Deferred Compensation Plan the Employer will provide a 1% match.

Section 2. Medical Insurance. For the life of this agreement, premium cost of the group coverage for a retiring Employee and current spouse hired prior to January 1, 2007, will be paid for in full by the Township if the Employee is age fifty (50) or older with 25 years of continuous service as set forth in this agreement.

For Employees hired after January 1, 2007, the Township shall only pay 50% of the cost of applicable retiree health care for an eligible officer with 25 years or more of service and age fifty (50) and current spouse (and the Employee shall pay the other 50%).

The premium for any eligible dependents is the sole responsibility of the retiree. If the retiree wishes to include eligible dependents under the group plan coverage, premiums will be prorated and paid for quarterly, in advance, by the retiree to the Township.

At the time Medicare coordination of benefits provision becomes available to the retired Employee and/or spouse (at the time of retirement), the employer will provide a Medicare supplemental policy for the retired Employee and/or spouse (at the time of retirement). This shall be the only

responsibility of the Township, and will be paid for by the Township. Medicare coordination of benefits for retiree's dependents will remain the responsibility of the retired Employee, and the policy premium payment will be paid quarterly in advance by the Employee.

An eligible Employee who retires prior to age 65 and his/her then current spouse, will be provided with health insurance plan that mirrors the plan design of existing active Employee health care benefits (i.e., retiree benefits change when active Employee benefits change).

When the retiree becomes age 65, the retiree must apply for Medicare Coverage (Parts A and B) and pay the applicable premium. The retiree will then be enrolled in a Medicare supplemental plan currently. The Employer will pay the premium to provide said Medicare supplemental coverage for the Employee and his/her spouse at the time of retirement as provided in Article 22, Section 2.

The prescription drug benefit level for a retiree shall not exceed the prescription drug benefit level for active Employees.

The parties expressly acknowledge that it has been, and will continue to be, the intent of the parties that all active employees, upon retirement, and all current retirees (including covered spouses and dependents) will receive the retirement health benefits (which includes the level of coverage and respective employer-employee/retiree premium share, if any) provided for in the collective bargaining agreement in effect on the date of retirement of the active employee or current retiree.

In the event active employees negotiate to eliminate active employee health insurance benefits, retirees will still be provided retiree health insurance at the level in place when active employee health insurance benefits were eliminated. It is the intent of the parties, as expressed herein, that the vested health benefit shall continue after the expiration of the collective bargaining agreement

Section 3. Retiree Employment. If a retired Employee of Pittsfield Township assumes a position with another Employer, and hospitalization coverage is available or provided by such Employer, the Township is no longer liable for this coverage while the retiree has access to such other hospitalization coverage. In the event such other hospitalization coverage ceases to be available or offered to the retiree, the retiree shall so notify the Township in writing within thirty (30) days and coverage under the applicable provisions of the Township retiree health plan shall become effective at the beginning of the next billing period following such notification, or as soon thereafter as permitted by the Township health provider. A yearly certification of available coverage shall be submitted by the retiree.

Section 4. Terminal Benefits. Retiring Employees are eligible for any accumulated vacation and/or sick leave in accordance with the rules for their use.

Section 5. Health Care Savings Program (HCSP). The Township shall provide the MERS Health Care Savings Program (HCSP) under the terms and conditions set forth herein:

- (a) The Township will contribute one percent (1 %) of the Employee's base salary to the program. There shall be a ten (10) year vesting period from date of hire. If an Employee

terminates employment prior to the 10-year vesting period, the Employer's contribution on behalf of the Employee shall be forfeited and the forfeited funds shall be rolled over into the Township's Retiree Health Funding Vehicle. For Employees hired after January 1, 2007, the Township will contribute two percent (2%) of the Employee's base salary to the program.

- (b) The Employee will contribute (1%) of the Employee's base salary to the program with the ability to elect to contribute up to 10% in the form of a mandatory salary reduction contribution to the HCSP but all contributions above the mandatory 1% and up to the 10% will be post-tax contributions according to the Plan Document. Employees may increase or decrease their contribution at any time by contacting the Human Resources Department.

Section 6. Retirement Memento. Employees retiring in good standing will receive a shadow box from the Department that includes their uniform, badge and patches that they have as part of their current position.

ARTICLE 23 – DIRECT DEPOSIT

The Township agrees to deduct from each Employee who so authorizes it in writing a specified sum from each and every payroll, and to pay this sum to the financial institution specified by such Employee not less frequently than monthly. The Employee may revoke at any time this authorization and assignment by filing with the Township a statement in writing that he/she does not wish the Township to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by the Township.

ARTICLE 24 – BONDS AND LIABILITY INSURANCE

Section 1. Bonds. Should the township require any Employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Township.

The primary obligation to procure the bonds shall be on the Township. If the Township cannot arrange for a bond within ninety (90) days, it must so notify the Employee in writing. Failure to give such notice shall relieve the Employee of the bonding requirement. If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangement. Standard premiums only on said bond to be paid by the Township for bonds applicable to all other Employees.

If there is any excess premium to be paid, it shall be paid by the Employee.

Section 2 Liability Protection. The Township shall provide liability protection for all Township police personnel.

ARTICLE 25 – LOSS OR DAMAGE

Uniforms or department approved equipment damaged in the line of duty will be replaced by the Township, provided the damaged equipment is turned in to the Township and the Director of Public Safety determines both the equipment is not useable due to the damage incurred and that

the damage was clearly not the result of negligence on the officer's part. Proof of damage having been in the line of duty must be presented to and approved by the Director of Public Safety.

ARTICLE 26 – EQUIPMENT, HEALTH AND WELFARE

Section 1. Unsafe Vehicles.

- (a) The Township shall not require Employees to take out on the streets or highways any unsafe vehicle. It shall not be in violation of this agreement where Employees refuse to operate such equipment unless such refusal is unjustified or "unreasonable under the circumstances," in which case the Employee may be subject to discipline up to and including discharge. Determination of justifiable cause shall be left to the discretion of the Director of Public Safety.
- (b) The Township shall not require an Employee to use, operate or carry any equipment that is unsafe. Determination of condition shall be left to the discretion of the Director of Public Safety.

ARTICLE 27 – WORKER'S COMPENSATION INSURANCE

The Township agrees to cooperate toward the prompt settlement of Employee on-the-job injury and sickness claims when such claims are due and owing. The Township shall provide Worker's Compensation protection for all Employees.

ARTICLE 28 – MILITARY SERVICE

Section 1. Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States shall, within thirty (30) days after termination of such service, be offered re-employment in his/her previous position unless the circumstances have so changed as to make it unreasonable to do so.

Section 2. Probationary Employees. A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period. Upon return from deployment, probationary employees shall be required to complete the field training program in its entirety. It is understood that the probationary employee may be accelerated through the field training program if it is warranted. Once on solo-patrol, the probationary employee shall be required to then complete the remaining original probationary period from the date of deployment (i.e., Employee is deployed with six months remaining on probation. Once said employee returns and successfully completes the first four steps in the FTO program the employee will remain on probation for six months to complete the 12-month probationary period).

Section 3. Leave of Absence for Veterans.

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under

applicable Federal laws in effect on the date of this Agreement. Employees shall not accrue seniority or benefits during such leaves of absence.

- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township when they are on full-time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. Ten (10) working days per year is the maximum limit.

ARTICLE 29 – RESIGNATION

The Township requires the resignation process to be an orderly procedure, and thus the following rules shall apply.

- (a) A written notice of resignation must be given to the Director of Public Safety at least two (2) weeks prior to the termination date, giving both date and reason for leaving. Proper notice will allow the Township to secure a suitable replacement and will entitle the Employee to any earned terminal benefits.
- (b) Failure to give proper notice, without good cause, may result in cancellation of terminal benefits and will be recorded in the Employee's permanent personnel record.

ARTICLE 30 – UNION RIGHTS

Section 1. Discussion of Union Business. Members shall be permitted to discuss Union business with other members during duty hours, provided such discussions shall not interfere with the performance of the member's duties.

Section 2. Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the President of the Union.

Section 3. Special Conferences. Special conferences on important matters will be arranged between the Union and the Township or their designated representative. Such meetings shall be between one or more representatives of the Township and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

Conferences shall be held on a workday. It is recognized that such special conferences are for clarification of questions and not for resolutions of problems. Hence, this section shall not be deemed to expand in any way the duty of the Township to bargain with the Union.

Section 4. Equality of Treatment. It is agreed by the Township and the Union that the Township shall provide equality of opportunity, consideration and treatment of all members of the unit and to establish policies and regulations that will insure such equality of opportunity,

consideration and treatment of all members employed by the Township in all phases of the employment process.

Section 5. Township Department Personnel Files. A member's personnel file shall be kept under the control of the Director of Human Resources.

- (a) The Township shall not allow anyone other than officers of the Township to read, view, have a copy of, or in any way pursue in whole or in part, a member's personnel file or any confidential document which may become a part of his/her file, except as provided by statute.
- (b) All personnel files must be kept and maintained under the direction of the Director of Human Resources.

ARTICLE 31 -- GENERAL

Section 1. Discrimination. Neither members nor applicants for employment in the Township Department shall be discriminated against because of race, religion, sex, creed, color, or national origin. Active efforts shall be made to encourage applicants for employment in the Department from all racial, religious and nationality groups. The Township shall take steps to assure that the Department assignments and promotions are given on an equal and nondiscriminatory basis. Membership in the Union shall be open to every Employee covered by this contract on a nondiscriminatory basis.

Section 2. Aid to Other Organizations. The Township will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization, for the purpose of undermining the Union's representation of members of the Department.

Section 3. Provision of Legal Counsel. The Township shall provide to the Employee such legal assistance in conjunction with existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said Employee is in the performance of his/her police duties and provided that there is no obvious and purposeful violation of the law by the Employee. This shall apply only to civil suits.

Section 4. Jury Duty. If you are eligible for paid jury duty leave, you will be compensated at your base rate of pay for the number of hours you are at jury duty. To be paid, you must submit the amount you receive from the court (minus any mileage allowance) to the Treasurer's Office. You must present proof of court compensation and attendance to your supervisor with a copy provided to Human Resources for your personnel file in order to be compensated for time served.

Section 5. Use of Auxiliary Officers. The township agrees that it will not use auxiliary officers at any time to replace certified law enforcement officers for the purpose of filling allocated positions or for the purpose of avoiding payment of overtime to certified officers.

Section 6. Bulletin Boards. The Township will provide a bulletin board in the police department which may be used by the Union for posting of notices. The posting of anything which

could be construed as derogatory in nature shall strictly be prohibited. The designated Union representative shall be responsible for policing of the bulletin board in compliance with this contractual agreement.

- (a) Notices of recreational and social events.
- (b) Notices of election.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Miscellaneous items placed on the board by Employees, such as "for sale" notices.
- (f) Union activities.

ARTICLE 32 – SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

If the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Township for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Township or Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

ARTICLE 33 – TERMINATION AND MODIFICATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2019, and expiring on December 31, 2021, and shall continue in effect for successive yearly periods after December 31, 2021, unless written notice is given by either the Police Officers Association of Michigan or Pittsfield Charter Township at least one-hundred twenty (120) days prior to December 31, 2021 of its desire to modify, amend, or terminate this Agreement. Negotiations shall commence no later than ninety (90) days prior to the expiration date of this Agreement. In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

ARTICLE 34 – INTERPRETATION

Nothing in this contract shall be held to conflict with the law of the United States and the State of Michigan relating to veteran's preferences, wage and hour laws, worker's compensation or other similar laws.

IN WITNESS HEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

PITISFIELD CHARTER TOWNSHIP

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: _____
Mandy Grewal
Title: Supervisor
Date: _____

By: _____
Kevin Cassette
Title: President
Date: _____

By: _____
Michelle Anzaldi
Title: Clerk
Date: _____

By: _____
Kristen Beard
Title: Vice President
Date: _____

By: _____
Patricia Tupacz-Scribner
Title: Treasurer
Date: _____

By: _____
Tom Funke
Title: Staff Representative
Police Officers Assoc. of Michigan
Date: _____

By: _____
Matthew Harshberger
Title: Director of Public Safety
Date: _____

APPENDIX A – POAM SENIORITY LISTING

Kabat	Brian	Officer	10/01/91
McVicker	Michael	Officer	01/11/93
Booth	Shawn	Officer	10/06/94
Pattwell	John	Officer	04/14/97
Maudlin	James	Officer	04/14/97
Cassette	Kevin	Officer	06/30/97
Haddow	Mark	Officer	08/03/98
Booth	Jami	Officer	05/24/99
Ritzler	Matthew	Officer	08/28/00
Handy	Tiffany	Officer	06/24/02
Beard	Kristen	Officer	06/24/02
Erskine	Kyle	Officer	10/20/02
DeLaPena	Marc	Officer	05/02/04
Podlaha	Glenn	Officer	10/22/07
Cole	Robert	Officer	02/18/08
Kessler	Matthew	Officer	10/11/10
Andrews	Stephen	Officer	08/29/11
Maxey	Tyler	Officer	08/29/11
Roth	Eric	Officer	09/19/11
Spehar	Stephanie	Officer	09/19/11
Hess	Adam	Officer	01/06/14
Poliskey	Olivia	Officer	01/05/2015
Robakiewicz	Joshua	Officer	01/05/2015
Bradley	Samuel	Officer	09/06/2016
Howard	Joshua	Officer	09/06/2016
Bartus	Matthew	Officer	11/14/2016
Carr	Bree	Officer	09/11/2017
Paterson	Brett	Officer	02/05/2018
Gassaway, Jr.	Lamar	Officer	10/01/2018
Root	Cory	Officer	10/01/2018
Smith	Jason	Officer	10/01/2018

As of 01/01/2019

APPENDIX B – Corporal SPECIAL ASSIGNMENT

Officers with ten (10) years of service with the Township may apply for the special assignment of Corporal. See the Corporal job description for position summary, job functions/ responsibilities, and required knowledge, skills, abilities, and minimum qualifications.

To apply for Corporal, officers must also pass all three phases of the below-listed selection process that will determine each officer's knowledge, skills, abilities, and qualifications for the assignment:

1. Performance assessment by Patrol Division Sergeants – minimum approval of four (4) sergeants required to move to next phase.
2. Review of prior three (3) years of documented annual performance evaluations – minimum of “meets expectations” in all categories and no incidents of documented disciplinary action (written reprimand or suspension) to move to next phase.
3. Review and assessment by Director of Public Safety. The Director has the discretion and final determination whether appointment to the Corporal assignment is approved.

The Corporal section process will be conducted in January for any year when an Officer(s) reaches their ten (10) year anniversary, if the Officer(s) wish to apply for the Corporal assignment, or for Officer(s) who have completed the two (2) year review period after a denial of assignment. Upon passing all three phases of the selection process, officers will be designated as a Corporal for a three (3) year assignment that includes a five percent (5%) base wage increase, consistent with special assignment positions. Upon completion of the three-year assignment, at the Director's discretion, officers may be extended or re-evaluated using the above selection process for re-appointment to the Corporal assignment. Any officer who does not pass the selection process may apply for re-consideration after two (2) years.

At any time during the three-year assignment, an officer may be removed from the Corporal special assignment, if the officer receives a documented annual performance evaluation that does not maintain a minimum of “meets expectations” in all categories or has a documented incident of disciplinary action (written reprimand or suspension). Upon reviewing and taking into consideration any/all facts and information before making a determination, the Director of Public Safety has the discretion to remove an officer from the Corporal special assignment for failing to perform the duties of Corporal, unsatisfactory performance or a documented incident of disciplinary action (written reprimand or suspension).

With regard to the Corporal special assignment selection and removal processes, officers shall not have the right/ability to appeal, grieve or arbitrate decisions/determinations resulting from the processes.

As part of their assigned duties, Corporals shall take supervisory roles whenever the need arises (self-initiated and/or at the direction of a command officer) to the extent of maintaining the safe, effective and professional operational standards of the department, in compliance with all department policies, procedures and operating guidelines/protocols. Corporals operate under the command/direction of the command staff and have the authority to direct officers in accordance

with department policies, procedures, rules, regulations, etc. Corporals do not have the authority to deviate from department policy and procedures. Command approval must be obtained for any deviation from department policy and procedure, unless the Corporal has assumed the role of primary supervisor and does not have the time to contact a command officer for approval. Deviations from department policy and procedure will be reviewed administratively to ensure circumstances justified the actions taken.

Corporals shall be responsible for stopping and reporting any/all improper behavior/conduct, including violations of department policy/procedure. However, Corporals do not have authority to administer discipline; all such matters shall be documented and reported to the command staff through the Corporal's chain of command. Depending on the seriousness and time-sensitivity of the incident/situation, the Corporal may be utilized by command to assist with an investigation. Sergeants are the primary supervisors, with Corporals acting under the direction of the Sergeants and/or other command staff officers. In the absence of an on-duty Sergeant, a Corporal shall temporarily assume the role of the primary supervisor. The role of a Corporal is not to eliminate the duties/responsibilities of Sergeants, but rather provide supervisory assistance when needed. As such, and unless otherwise directed by command, Corporals shall assume a supervisory role whenever on-duty, whether it be as an assistant or primary supervisor at that time. This may include, but is not limited to, providing supervisory direction over patrol assignments, responses to calls for service, in-progress incidents/situations, crime scenes, follow-up investigations, administrative tasks, etc.

Corporals will be available to be the primary shift supervisors for patrol shifts when a command officer is unavailable. Corporals can be assigned to be primary shift supervisor during any shift they are working, when/if a command officer is unavailable. If multiple Corporals are working a shift, the senior Corporal will be offered to assume the role of primary shift supervisor; if the senior Corporal declines, it is his/her responsibility to forward the offer to the next senior Corporal and so on until one of the Corporals volunteers. If no Corporal volunteers, a command officer will assign one of the Corporals without being required to follow seniority. A Corporal, who is designated as the primary shift supervisor, shall inform command and dispatch of their role as the primary supervisor for that shift. The other Corporal(s) on the shift will continue to perform in their capacity of assistant shift supervisor, under the direction of the Corporal who assumes the role of primary supervisor at that time.

Any Sergeant's shift vacancy, regardless if a Corporal is on duty, shall first be offered to Sergeants and Lieutenants to be covered/backfilled. Corporals may be offered command overtime on patrol shifts that do not have a Corporal on-duty. However, command staff officers shall be offered the overtime to fill command positions prior to a Corporal being offered. If no command officer or Corporal accepts the overtime, the vacancy will be filled by order from the command staff; Corporals will not be forced to fill command staff overtime vacancies.

Corporals who are also Field Training Officers and have a recruit assigned at the time of the vacancy for shift supervisor shall only be utilized if no other Corporals are available. Otherwise, FTO Corporals can be utilized as assistant shift supervisors at all times. FTO Corporals, when assigned a recruit for training, also get the usual FTO compensation, in addition to the 5% special assignment base wage increase.

When filling a vacancy as a primary shift supervisor, Corporals will be considered shift strength and will handle/respond to calls for service, in addition to fulfilling the role of shift supervisor. Corporals do have the discretion to call-in and/or holdover additional officers to satisfy the needs of the patrol shift (i.e., heavy call load, serious or critical incident, special detail or event, etc.) that they are supervising, absent command officer presence/approval, although it cannot be solely due to the Corporal filling in as the primary shift supervisor.

The special assignment of Corporal shall not be used to replace a full-time Sergeant's position resulting from a vacancy created by retirement, layoff, resignation, or termination. Corporals may be assigned, at the discretion of the Director of Public Safety, to temporarily fill a vacant Sergeant's position for up to a period of one (1) year, during which time a promotional process must be completed to promote a new Sergeant to fill the command vacancy. The Township reserves the right to layoff or downsize workforce, including command and officer positions when/if needed due to demonstrable economic hardships and in accordance with collective bargaining agreements. Officers working in other special assignments (Detective, School Resource, LАWNET, DEA, Property room/Court, etc.) are eligible for Corporal designation using the same criteria (years of service, basic qualifications, knowledge, experience, etc.) as patrol division officers. Officers working in other special assignments must also pass the same selection process, with the exception of the first step involving command staff performance assessment. The special assignment position's Sergeant and Lieutenant will be the first step assessors and both must approve in order to move to the following second and third steps. Officers working in other special assignments, who pass the selection process and receive Corporal designation, do not get additional or compounding (stacking) compensation.

Upon leaving another special assignment position back to the patrol division and provided the officer leaves in good standing (i.e., special assignment term expired, officer requested transfer, etc.), an officer with Corporal designation will transfer to the patrol division retaining the Corporal designation.