

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BLOOMFIELD TOWNSHIP
AND
BLOOMFIELD TOWNSHIP POLICE OFFICERS
LABOR COUNCIL (POLC)**

April 1, 2020 to March 31, 2026

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AGREEMENT

Agreement made April 1, 2020 by and between Bloomfield Township (Police Department) (hereafter "Employer") and the Police Officers Labor Council (hereafter "Union").

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 Employer, the Employees, and the Union.

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

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

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for the employees in the bargaining unit, described and defined as all, Detectives, Police Officers, and Dispatchers in the Bloomfield Township Police Department, excluding Sergeants and Lieutenants and all other employees in the Department, and all employees of Bloomfield Village.

ARTICLE II - MANAGEMENT RESPONSIBILITY

The rights to hire, promote, discharge, or discipline for cause and to maintain discipline and efficiency of employees, are the sole responsibility of the Employer except that Union members shall not be discriminated against as such. In addition to promotion, the work schedules, methods, and means of departmental operation are solely and exclusively the responsibility of the Employer.

ARTICLE III - UNION DUES

To the extent state and federal law permits, it is agreed that:

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

8. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
9. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

ARTICLE IV - WORK SCHEDULES

Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times and the Union will be notified of any changes in the posted schedules. Posting on department bulletin boards with a copy to the Association President shall be considered sufficient notice to the Union. The Township shall continue to have the authority to establish and change the starting and ending times of the shifts, the number of shifts to be operated, and the number of officers to be assigned to a shift.

The 14-day work cycle (Pay Period) shall be established by the Township. The Township may change the beginning and ending time of the fourteen (14) day work cycle by giving the POLC thirty (30) days-notice of the change.

Section 1 - Twelve (12) Hour Shifts

The Township police officers and dispatchers shall be scheduled to work a twelve (12) hour shift pattern. Police officers and dispatchers shall work eighty (80) hours in a fourteen (14) day (2 week) work cycle, consisting of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift.

Section 2 - Ten (10) Hour Shifts

Employees assigned to a ten (10) hour shift pattern shall work eighty (80) hours in a fourteen (14) day (2 week) work cycle, consisting of eight (8) ten (10) hour shifts.

Section 3 - Eight (8) Hour Shifts

Employees assigned to an eight (8) hour shift pattern shall work eighty (80) hours in a fourteen (14) day (2 week) work cycle, consisting of ten (10) eight (8) hour shifts.

ARTICLE V - HOLIDAYS

Section 1 - Holidays Recognized and Observed:

The following days shall be recognized and observed as paid (8 hours) holidays:

- | | |
|---------------------------------|------------------------|
| December 24 - 1/2 day (4 hours) | Labor Day |
| Christmas Day | Columbus Day |
| December 31 - 1/2 day (4 hours) | Veteran's Day |
| New Year's Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Employee's Birthday |
| Independence Day | Martin Luther King Day |

For all holidays worked or not worked, officers shall be paid for said holidays in one lump sum payment the last paycheck in November of each year.

Section 2 - Holiday Pay - Straight Day Employees

To be eligible for holiday pay for ten (10) holidays, straight day officers must work all of the following holidays:

- | | |
|---------------------|------------------------|
| Columbus Day | Martin Luther King Day |
| Veteran's Day | Washington's Birthday |
| Employee's Birthday | |

Section 3 - Eligibility Requirements

To be eligible for holiday pay, the employee must work his/her last scheduled work day prior to the holiday and after the holiday, except that if an employee is on a scheduled day off, personal leave day, leave day, vacation, or sick leave, he/she shall be paid for the un-worked holiday.

Section 4 - Holiday Schedule

The Holiday Schedule for police officers, and detectives, that work a strict day shift with weekends off will follow the Holiday Schedule observed by Civilian Employees of Bloomfield Township.

Floating Holidays: Birthday (8 hrs), Martin Luther King/Columbus Day (8 hrs) and Veterans Day (8 hrs) for a total of 24 hours to be used by employees in no less than two (2) hour increments throughout the year. These 24 hours will be deposited into the Leave Bank on April 1st of each year.

Section 5 – Holiday Pay - Dispatchers

Dispatchers may elect to designate overtime and/or holidays to be accumulated as compensatory time. Overtime is earned at the rate of one and one half their regular hourly rate. Holidays are earned at a straight 8 hours, whether on a scheduled workday or day off. Dispatcher can take holiday pay in either eight (8) hours of straight time pay or eight (8) hours of compensatory time.

- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- President's Day
- Employee's Birthday

Section 5 - Pro-ration of Holiday Pay

Holiday pay shall be pro-rated as follows: For work related injury or illness the employee shall accrue holiday pay for a maximum of 26 weeks from the date of injury; for non-work related injury or illness the employee shall accrue holiday pay only while he/she is using his/her sick leave bank (i.e. receiving paychecks directly from the Township). Employees on leave of absence under Article XIX shall not accrue holiday pay.

ARTICLE VI - VACATIONS

Section 1

An eligible employee's vacation bank will accrue in accordance with the following schedule:

<u>Length of Service</u>	<u>Accrual Rate Per</u> <u>Pay Period</u>
Hire through end of 5 TH year	3.65 hours
Start of 6 TH year through end of 10 TH year	5.54 hours
Start of 11 TH year through end of 15 TH year	7.08 hours
Start of 16 TH year through end of 20 TH year	8.62 hours
Start of 21 ST year to retirement	9.23 hours

Vacation accrual rate would be established on the first complete pay period after date of hire, or at date of implementation of plan, and after the 5th, 10th, 15th and 20th year of service.

Section 2

When an employee's accumulation of vacation hours is at a maximum as reflected in the following schedule, the employee will not earn vacation hours for immediate use or for future use:

Detectives and Police Officers Maximum Accumulation of Leave:

1 year through 10 years	240 hours
11 years through 15 years	300 hours
16 years and beyond	360 hours

Dispatchers Maximum Accumulation of Leave:

1 year through 10 years	240 hours
11 years through 15 years	300 hours
16 years through 20 years	360 hours
21 years and beyond	400 hours

Section 3

If an employee is laid off, retires, dies or is otherwise terminated with the Township, the Township will pay him/her, his/her designated beneficiary, or his/her estate, full payment for any accrued vacation hours.

April 1, 2020 to March 31, 2026
Signature Copy

Section 4

Each regular employee who has been in continuous service with the Township shall receive vacation based upon the employee's anniversary date. Vacation periods may be spent with approval of the Chief of Police.

Vacation may be used in full or half day increments.

ARTICLE VII - LONGEVITY PAY

Section 1 - Longevity Pay Schedule

The basis of increment pay is as follows:

5 years	2% of salary as set forth in Article XX.
10 years	4% of salary as set forth in Article XX.
15 years	6% of salary as set forth in Article XX.
20 years	8% of salary as set forth in Article XX.
25 years	10% of salary as set forth in Article XX.

The increment shall be paid in one lump sum payment the last paycheck in November of each year. Eligibility for payment of the increment for each step of the longevity schedule is based upon an employee's length of service as of November 30th of each year.

Section 2 - Pro-Ration of Longevity Pay

Longevity pay shall be pro-rated as follows: For work related injury or illness the employee shall accrue longevity pay for a maximum of 26 weeks from date of injury; for non-work related injury or illness the employee shall accrue longevity pay only while he/she is using his/her sick leave bank (i.e. receiving paychecks directly from the Township). Employees on leave of absence under Article XIX shall not accrue longevity pay.

Section 3 - Pro-Ration of Longevity for Retirees

When the employee retires, he/she will receive a pro-rated longevity check. The amount of the check will be based upon his/her annual salary on his/her retirement date multiplied by the longevity percentage that applies given his/her years of service on that date. This amount will then be pro-rated for the period of time the employee actually worked from December 1st to November 30th.

Section 4 - Longevity used in calculating Final Average Compensation (FAC)

If when calculating an employee's Final Average Compensation (FAC) their pro-rated longevity pay is less than the highest longevity payment not already being used in the Final Average Compensation (FAC) calculation, the Township will continue to use the higher longevity payment to calculate Final Average Compensation (FAC). This rule only applies to individuals who retire between May 1st and November 1st of any given year. The Final Average Compensation (FAC) for individuals retiring between November 2nd, and April 30th will be calculated by using the highest three (3) reported annual earnings prior to their retirement.

Section 5 - Police officers and detectives hired after May 1, 2011 and dispatchers hired after March 31, 2009 will no longer receive longevity pay.

ARTICLE VIII - EDUCATIONAL COURSES

It is the joint desire of Employer, employees and the Union that the professional development of the Department be encouraged and enhanced so as to provide meaningful opportunity for employees to engage in such professional, self-development and training. Consistent with such concept and the Employer's past practices, it is specifically agreed as follows:

The Employer agrees that, to the extent possible and subject to the approval of the Chief whose approval may be delegated to shift commanders and whose approval shall not be unreasonably withheld, all employees shall be permitted opportunity to afford themselves of such academic training during regular hours of work and without loss of pay. In the event that there is any difficulty in implementing such a program, a joint Employer and Union committee shall be convened for the purpose of studying and establishing specific procedures to be followed in accomplishment of this program.

ARTICLE IX - EMERGENCY CALL-IN

At least three (3) hours of work or three (3) hours of pay shall be given to any employee who is called back to work after completion of his/her tour of duty, or called to work before and not in conjunction with his/her regular tour of duty. This call-in time shall be compensated at the rate of time and one-half for all time spent. All applicable liability coverage is in force for on-call officers from the time the officer leaves his/her home, relative to Township business, until the time the officer returns.

ARTICLE X - BEREAVEMENT LEAVE

Section 1 - Definition of Bereavement Leave

- A. Bereavement leave is an absence from work for not more than three (3) consecutive working days, for which an employee is paid just as if he/she were at work, because the reason for the absence is the death of a member of his/her immediate family or household as described by the following provisions of this plan.
- B. The deceased must bear one of the following relationships to the employee (whether the relationship is natural, adoptive, step or foster in nature).

Spouse	Spouse's Parent
Child	Spouse's Grandparent
Parent	Brother-in-Law
Guardian	Sister-in-Law
Grandparent	Son-in-Law
Brother	Daughter-in-Law
Sister	Grandchild

(Member of the employee's household which is his/her residence at the time of death)

Section 2 - Use of Bereavement Leave

- A. Bereavement leave may be used only with the permission of the Chief of Police.
- B. Written permission to use bereavement leave must be secured before the bereavement leave is used.
- C. The length of bereavement leave shall be at the discretion of the Chief of Police, depending on the relationship of the employee to the deceased and the geographical location of the funeral, but in no case shall leave for one death be longer than three (3) consecutive working days.

Section 3 - Effect of Bereavement Leave on Sick Leave and Annual Leave Accumulations

Time taken off with pay as bereavement leave shall not be deducted from either the employee's Annual Leave Accumulation or his/her Sick Leave Accumulation.

ARTICLE XI - UNIFORM ALLOWANCE

Section 1

All officers and detectives shall receive a clothing allowance of \$900.00 payable in check form between April 1 and April 15 of each year only when the contract is in effect.

All dispatchers shall receive a clothing allowance of \$400.00 payable in check form between April 1 and April 15 of each year, only when the Agreement is in effect.

The Township will replace all damaged clothing in the event an employee has exhausted his/her clothing allowance.

Section 2

In addition to an annual clothing allowance check, officers and dispatchers will be paid an annual supplemental uniform allowance for their assignment to the flex or night shift. The pro-rated allowance will be determined by the amount of time an officer or dispatcher is actually assigned to the afternoon, midnight or alternate shift (hours substantially between 3:00 p.m. and 8:00 a.m.).

Section 3

Subject to Section 5 Exclusions; the following rate will prevail: Flex and Night Shifts = \$728.00.

Section 4.

To qualify for supplemental uniform pay, the officer or dispatcher must:

- A. Be assigned to work the flex or night shift.
 - 1. Including early and late car.

- B. Work an alternate shift pattern, such as directed patrol, etc. and
 - 1. The amount paid to officers or dispatchers working the alternate shift pattern will be based on the night rate.
 - 2. These officers or dispatchers must work the majority of the days during any work week between the hours of 3:00 p.m. and 8:00 a.m. to be eligible for the supplemental allowance.

Section 5

Exclusions; Payments will not be paid for the following:

- A. Starting with the sixth (6th) consecutive workday of an extended training program.
- B. Starting with the sixth (6th) consecutive workday of sickness or disability.
- C. Assignments to other departments or details substantially away from this department.

Section 6

Supplemental Clothing Allowance will be paid, in one lump sum on a separate check, between April 1 and April 15 of each year for eligible allowance accumulated during the past fiscal year.

Section 7

Officers and dispatchers will be eligible for Supplemental Uniform Allowance after one (1) year of service.

ARTICLE XII - EQUIPMENT ALLOWANCE

Section 1

All employees will receive an equipment allowance to be paid annually the first pay in July, with the annual amounts as follows:

- July 2020 - \$300
- July 2021 - \$600
- July 2022 - \$600
- July 2023 - \$600
- July 2024 - \$600
- July 2025 - \$300

ARTICLE XIII - LIFE INSURANCE

The Employer shall provide Life Insurance, inclusive of survivor's benefits, in the face amount of \$50,000.00 with double indemnity for qualified employees as provided in the contract between the Employer and Insurance Carrier. (See Attachment G)

The amount of life insurance will be adjusted to \$6,000.00 for detectives and police officers, and to \$8,000.00 for dispatchers following the earlier of:

1. Your 70th birthday **or**
2. Your date of retirement

The Charter Township of Bloomfield shall also provide dependent's life insurance in the face amount of:

1. \$5,000.00 for the spouse of qualified detectives and police officers, and \$10,000.00 for the spouse of qualified dispatchers.
2. \$2,500.00 for each child between six months and 19 years of age.
3. \$500.00 for each child between 15 days and six months of age.

The Employer shall provide a life insurance policy for police officers and detectives in the amount of \$500,000.00 for duty related death only. The Employer shall also provide Accidental Death and Dismemberment policy in the amount of \$50,000 for police officers and detectives, and \$25,000 for dispatchers.

ARTICLE XIV - FALSE ARREST INSURANCE

Police officers and detectives covered by this Agreement shall be provided a policy of False Arrest Liability Insurance by the Employer in the amount of \$500,000.00 for each individual and \$1,000,000.00 for each incident. The premiums for such insurance will be paid by the Employer.

ARTICLE XV - MEDICAL, PRESCRIPTION, DENTAL AND VISION INSURANCE

Section 1 Medical and Prescription

- A. Continue HRA healthcare effective January 1, 2010 through December 31, 2020. The summary of benefit documents for medical, prescription, dental and vision coverage are attached as part of this contract (see attachment A, B, and C).
1. The Bloomfield Township HRA healthcare plan will include:
 - a. Provision whereby remaining allotted funds in a participant's HRA account at the end of each calendar year will rollover into the next calendar year and be in addition to the annual HRA fund allotment of \$1,500 for individual plan participants or \$3000 for family plan participants.
 - b. This provision will also apply to retirees who have retired under proposed Bloomfield Township HRA healthcare plan.
 2. A provision allowing two Flexible Savings Accounts (see attachment A):
 - a. The optional CIGNA Healthcare Reimbursement accounts for certain healthcare expenses not covered by health benefits plan with a maximum employee contribution of \$2,000 per year.
 - b. The optional Dependent Day Care Reimbursement Accounts for non-medical day care expenses with a maximum employee contribution of \$5,000 per year.
 - c. Participants may elect either, or both, or neither of these accounts.
 3. A provision whereby participants may choose to opt out of the Bloomfield Township HRA healthcare plan and receive \$500 per year for single plan participant or \$1000 per year for family plan participant, pro-rated each paycheck.
 - a. This provision will also apply to retirees who have retired under the proposed Bloomfield Township HRA healthcare plan.
 4. Healthcare Contribution. Each employee shall make the following contribution toward the cost of his/her healthcare coverage by payroll deduction effective the first pay period of July, 2006.

- a. \$7.70 per pay period for family plan;
 - b. \$3.85 per pay period for individual plan employees;
 - c. If both husband and wife are Township employees, only one contribution of \$7.70 per pay period;
 - d. This section does not apply to employees who are in opt-out status of the Township's HRA Health Care Plan.
- B. Effective January 1, 2021, all employees shall be placed in a Health Savings Account (HSA) plan. The summaries of benefits documents for medical, prescription, dental and vision coverage are attached as part of this Agreement at Attachments A, B, and C the Bloomfield Township HSA healthcare plan will include (see Attachment A):
1. Employer contribution to remain at \$1,500 Single / \$3,000 Family annually. If two employees are married and choose to enroll, they must be on the same plan, and will have one Employer contribution.
 - a. New hires will receive prorated HSA funds based on the benefit start date:

i. From 1/1 to 3/31	Full Amount
j. From 4/1 to 6/30	75% of allotment
k. From 7/1 to 9/30	50% of allotment
l. From 10/1 to 12/31	25% of allotment
 2. Effective 1/1/24, for one-time only, the Township will contribute an additional \$500 Single / \$1,000 Family to every HSA of actives who are enrolled in medical for the 2024 calendar year.
 3. If an employee is actively working but nearing Medicare age, they may delay social security and Medicare to continue funding an HSA. Once enrolled in Medicare, even as an active, no new HSA funds are permissible.
 4. In the year an active employee (or future pre Medicare retiree) plans to retire and also age into Medicare, the Township's HSA annual funding will be prorated for the number of months the member is enrolled in the HSA program and HSA funding will cease when the individual has effectively enrolled in Medicare.
 5. The account is owned by each individual even after they separate from active employment, therefore the individual will pay the monthly fee for maintaining the account (currently \$5.31 but subject to change).

6. IRS Guidelines

- a. The current Flexible Spending Account for Medical will be eliminated.
- b. An additional employee contribution is allowable, optional, pre-tax, and the annual maximum contribution is set and limited by the IRS.
- c. The HRA balances being tracked by Cigna cannot be paid out to employees or be contributed to their new HSA account.
- d. It is the responsibility of those enrolled in the HSA to follow any and all tax rules associated with these accounts.
- e. When a retiree reaches age 65 they will be moved to an HRA plan.

7. In addition to converting the existing healthcare plan to a Health Savings Account, the current medical and prescription drug plan will change in the following ways:

- a. The Employer shall provide the Standard 3 Tier prescription drug list with exclusions for certain over-the-counter prescriptions, proton pump inhibitors, and non-sedating antihistamines. The parties recognize that the carrier may change the name of the drug list.
- b. Remove nontraditional benefits from the plan, those being acupuncture, massage, and lifestyle drugs. See Attachment A.
- c. In-network out of pocket maximum (OOPM) is as follows:
 - i.. 1/1/21 Single \$3,000 / Family \$6,000
 - ii.. 1/1/22 Single \$3,000 / Family \$6,000
 - iii. 1/1/23 Single \$3,000 / Family \$6,000
 - iv. 1/1/24 Single \$4,000 / Family \$8,000
 - v. 1/1/25 Single \$4,000 / Family \$8,000

8. A provision allowing a Dependent Care Flexible Savings Account.

- a. The optional Dependent Day Care Reimbursement Accounts for non-medical day care expenses with a maximum employee contribution set by the IRS.

9. Opt out: Effective 1/1/21, active employee opt out payments will increase for employees who choose to not enroll in Township health insurance. Opt out payments will continue to be paid out the same as current practice, which is divided across 26 biweekly pays. The annual opt out amount for Single is \$3,000 and Family is \$6,000. Payments will not be made for any period in which the employee is enrolled in a Bloomfield Township plan. If two employees are married and enrolled on the plan, they are not eligible for the opt-out payment. Employees shall be required to show proof of other group health care coverage that includes every member of the employee's tax family before the employee will be eligible to receive the payments.
10. Healthcare Premium Contribution by employees:
 - a. Increase biweekly (for 24 pays per year) health insurance payroll deduction to the following amounts:
 - i. 1/1/21 Single \$25 / Family \$50
 - ii. 1/1/22 Single \$25 / Family \$50
 - iii. 1/1/23 Single \$25 / Family \$50
 - iv. 1/1/24 Single \$50 / Family \$100
 - v. 1/1/25 Single \$50 / Family \$100
 - b. If two employees are married and choose to enroll, they must choose which person will enroll as a family and the payroll deduction is taken from only one person.
 - c. This section does not apply to employees in the plan year they are opting out of the Township's HSA healthcare plan.
- C. Notwithstanding anything to the contrary as set forth in this Agreement, the Township, at its sole discretion shall have the right to change providers of any and all insurance plans so long as the insurance plans provided by the new provider are equal to or better than the current plans.
- D. All Provisions in section 1 will also apply to current pre-Medicare retirees who have retired under the Bloomfield Township HRA healthcare plan with the exception of payroll contributions, which are not charged to retirees. Also, see partial exclusion for pre-Medicare retirees aging into Medicare in 2021 in the retiree section of this agreement.
- E. If, at any time during the term of this Agreement, the Township Board of Trustees fails or refuses, in accordance with MCL 15.568, to exempt the Township from the requirements of Public Act 152 of 2011, for the next medical benefit plan coverage year, all Township employees who are enrolled in the Township provided health insurance plan shall receive equal per pay installments in an amount equal to the annual cost of the provided health insurance plan over the established hard-cap for the particular medical benefit plan coverage year; or, if the Township Board elects to require employees to

pay 20% of the annual premium, then employees shall receive equal per pay installments in the amount equal to 20% of the annual premium of provided health insurance. Such payments shall be made in the equal per pay installments for that particular medical benefit plan coverage year. Such payments shall not be included in the employees' base wages and shall have no impact on any other economic benefits, including, but not limited to, longevity pay or pension benefits. As an example, if the Township Board of Trustees fails to exempt the Township from the requirements of Public Act 152 of 2011, for the 2023 medical benefit plan coverage year, and the overall annual cost of provided health insurance is \$4000 over the established hard-cap for the 2023 medical benefit plan coverage year (assuming a family insurance plan), then each employee of the Township will shall be paid \$4000 in equal per pay installments during 2023.

- F. Effective August 17, 2006: The Township shall continue health insurance coverage for five years with the same healthcare contribution, co-pays, deductibles, etc. as active employees for the spouse and children in the event of duty related death only of a police officer or detective.
- G. Dependents for Medical and Prescription Benefits:
 - 1. Dependents are defined as:
 - a. Your lawful spouse;
 - b. Any child of yours who is less than 26 years old; or
 - c. 26 or more years old, unmarried, and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability which arose while the child was covered as a Dependent under this Plan, or while covered as a dependent under a prior plan with no break in coverage. Proof of the child's condition and dependence may be required to be submitted to the plan within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, the plan may require proof of the continuation of such condition and dependence.
 - 2. The term child means a child born to you or a child legally adopted by you. It also includes a stepchild.
 - 3. Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.

4. Anyone who is eligible as an Employee will not be considered as a Dependent spouse. A child under age 26 may be covered as either an Employee or as a Dependent child. You cannot be covered as an Employee while also covered as a Dependent of an Employee.
5. No one may be considered as a Dependent of more than one Employee.
6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

H. Dependents for Dental and Vision benefits

1. Dependents are defined as:
 - a. Your lawful spouse;
 - b. Any child of yours who is less than 23 years old; or
 - c. Student status is required for children between the ages of 19 and 23 annually. The proof needs to be legible, include the dependents name, the name of the school they are attending and displaying the number of credits they are taking and what semester they are in at the time. Twelve credits is considered full time. We do ask for this information every September.
2. The term child means a child born to you or a child legally adopted by you. It also includes a stepchild.
3. Benefits for a Dependent child will continue until the day they turn 23.
4. Anyone who is eligible as an Employee will not be considered as a Dependent spouse. A child under age 26 may be covered as either an Employee or as a Dependent child. You cannot be covered as an Employee while also covered as a Dependent of an Employee.
5. No one may be considered as a Dependent of more than one Employee.
6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

Section 2 Retiree Healthcare

- A. The parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(G) and (H), above) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents (defined in Section 1(G) and (H), above), for the remainder of their respective lives (known as “Retiree Health Care for Life”). The health care, prescription, dental and vision plans that a pre-Medicare age retiree on the HRA plan and an employee retiring or separating from service under the April 1, 2020 to March 31, 2026 Collective Bargaining Agreement will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of the April 1, 2020 to March 31, 2026 Collective Bargaining Agreement; not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after March 31, 2026 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2022, they and their Eligible Dependents (defined in Section 1(G) and (H), above) shall have the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2022, 2023, 2024, 2025 and 2026 and as set forth in Article XV: Medical, Prescription, Dental, and Vision Insurance. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2026, will be the same plan that is in place for active employees on January 1, 2026. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within Article XV Section 2 (F) and (G). This “Retiree Health Care for Life” provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This “Retiree Health Care for Life” provision shall be subject to the provisions set forth in Article XV Section 2 (B) through (H) and Sections 3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may be changes to provided insurance that are out of the Township’s control; for example protocol changes, network requirements, Rx formulary changes, etc.). Any such changes shall be at the sole discretion of the insurance carrier. See also, Article XXXIX Termination.
- B. Current pre-Medicare retirees are exempt from moving to a HSA plan only if they are aging into Medicare within 12 months following the January 2021 implementation. Aside from converting to a HSA, all other plan features as listed in Section 1 of this Agreement will also apply to these retirees. Contributions are not considered a plan feature.

- C. When a benefit eligible retiree, spouse, or dependent reach Medicare age, the Township's healthcare plan becomes secondary to Medicare and the retiree (or spouse/dependent) must enroll in Medicare Parts A & B at their own expense.
- D. Once a pre-Medicare retiree (or spouse/dependent) age into Medicare, the HSA will convert to a HRA. Any HSA funds accumulated are member owned and may be used to address future healthcare costs. However, no new HSA funds will be permissible once retired with Medicare. Therefore, the plan will transition to a HRA with prorated funding in the year the retiree ages into Medicare. The amount of future Medicare HRA funding will match the amount of annual HSA funds provided by the Township prior to Medicare age.
- E. Subject to the conditions and limitations set forth in Sections 2F and 2G below, the healthcare plan will apply to an eligible employee (spouse and other dependents), who has retired on or after his/her normal retirement date.
- F. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage if hired prior to April 1, 1999.
 - 1. Beginning on June 7, 2006 for officers and detectives, if you retire at age 50 or older with 25 years of service and are in active service on your retirement date or if you retire at age 52 with 10 years of service and are in active service on your retirement date, then you qualify for retiree health insurance; including medical, prescription, dental and vision coverage as long as you have satisfied the minimum requirements to retire as defined in the Township Defined Benefit Pension Plan. For dispatchers, if you retire at age 55 or older and are in active service on your retirement date, then you qualify for retiree health insurance coverage as long as you have satisfied the minimum requirements to retire as defined in the Township Defined Benefit Pension Plan.
 - 2. If you retire or your active service ends prior to your attaining age 50 with 25 years of service or age 52 with 10 years of service (for dispatchers retiring between age 52 and 55) you will still qualify to receive health insurance; including medical, prescription, dental and vision coverage, if you meet the following criteria:
 - a) If you have 25 or more years of service when your active service ends you will qualify for health insurance; including medical, prescription, dental and vision coverage, on your normal retirement date (age 50 for police officers and detectives, and age 52 for dispatchers). Dispatchers with 30 years or more of service who are eligible to retire qualify for retiree health insurance, including medical, prescriptions, dental and vision, regardless of their age.

- b) Dispatchers who retire between age 52 and 55 with fewer than 25 years of service may receive health insurance, including medical, prescription, dental and vision coverage, by making the required co-payments based upon years of service. All co- payments will stop on the first day of the month following the dispatcher attaining age 55.

Years of Service	Coverage
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

- c) For officers and detectives, If you have between 15 and 25 years of service when your active service ends you will qualify for retiree health insurance; including medical, prescription, dental and vision coverage, once you reach age 52 if you make co-payments of premium based on the following schedule:

Years of Service	Coverage
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

- d) Years of service shall be based from date of hire to date of termination. Co-payments will be based on the Township's estimated premium before experience adjustments. Years of Service will be credited in full years only; No pro-ration, no rounding. If you have less than 15 years of service when your

active service ends you do not qualify to have your health insurance; including medical, prescription, dental and vision coverage reinstated at your normal retirement date.

3. For dispatchers, if you retire or your active service ends for any other reason prior to your normal retirement you will still qualify to receive retiree health insurance coverage, including medical, prescription, dental, and vision, if you meet the following criteria:
 - a) If you have 25 or more years of service when your active service ends, you will qualify for retiree health insurance coverage, including medical, prescription, dental, and vision, on your normal retirement date.
 - b) If you have between 15 and 25 years of service when your active service ends you will qualify for retiree health insurance coverage, including medical, prescription, dental, and vision, by making the same co-payments as those required of individuals retiring between age 52 and age 55 with fewer than 25 years of service. Your health insurance, including medical, prescription, dental, and vision, will reinstate at your normal retirement date, however, your co-payment will not end at age 55.
 - c) If you have fewer than 15 years of service when your active service ends, you do not qualify to have your health insurance reinstated, including medical, prescription, dental, and vision.

NOTE: If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage, reinstatement of your Township policy will be delayed until such time as the other insurance is no longer available to you.

- G. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage, if hired after March 31, 1999.
 1. If you have 25 or more years of service and you retire on or after age 50 (age 52 for dispatchers) with 25 years of service you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning on your retirement date.
 2. If you have 25 or more years of service and your active service ends for any reason prior to age 50 (age 52 for dispatchers) you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning at age 50 (age 52 for dispatchers). If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to you.

3. If you have between 15 and 25 years of service and you retire on or after age 52 you will be provided retiree health insurance; including medical, prescription, dental and vision coverage so long as you make co-payments of premium based on the following schedule:

Years of Service	Coverage
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

4. Years of service shall be based from date of hire to date of termination. Co-payments will be based on the Township's estimated premium before experience adjustments. Years of service will be credited in full years only; no pro-ration, no rounding. Copayments will not end at age 55.
5. If you have between 15 and 25 years of service and your active service ends for any reason prior to your normal retirement date you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning at age 52 provided you make premium co-payments per the above schedule. If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to you.
6. If you have less than 15 years of service when your active service ends, you do not qualify to have your health insurance; including medical, prescription, dental and vision coverage, reinstated.

H. Termination of Insurance for Spouse/Dependents of Deceased Retirees.

1. If you are retired and covered by Bloomfield Township medical, prescription, dental and optical insurance when you die, your Spouse if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the spouse, medical benefits shall then be coordinated according to the rules of coordination.

- a. If you are retired and insured with medical, prescription, dental and optical insurance when you die, any dependent if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the dependent, medical benefits shall be coordinated according to the rules of coordination or until the date that the dependent ceases to qualify as a dependent for a reason other than lack of primary support by you.
- I. Retiree Healthcare for employees hired after May 1, 2011 provided through a Retirement Health Savings Plan (RHS) program whereby: (see Attachment D.)
 1. The Employer's annual contribution to each individual account shall be:
 - a. 0-5 years - \$3,000
 - b. 5-15 years - \$4,500
 - c. 15 years or more - \$6,000
 - d. All active employees' prior years of service will count toward future contribution amounts; there will be no retroactive contributions.
 2. Employee makes annual contribution of 3% of gross earnings while employed by the Township.
 3. Immediate vesting of Employee contributions.
 4. Three (3) year vesting for Employer contributions, after three (3) years from hire date entire account is 100% vested going forward.
 - a. Effective April 1, 2020, the vesting schedule for new hires shall be:
 1. 3 years – 25%
 2. 5 years – 50%
 3. 7 years – 100%
 5. RHS is portable and employees and dependents are eligible to utilize account upon separation of employment from the Township either through termination, resignation, retirement or death prior to retirement.

April 1, 2020 to March 31, 2026

Signature Copy

Section 3 Dental

- A. Dental Plan benefits are in accordance with the attached Dental Plan Summary of Benefits (see attachment C).
- B. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Dental Plan effective January 1, 2010.

Section 4 Vision

- A. Vision Plan Benefits are in accordance with the attached Vision Plan Summary of Benefits (see attachment B).
- B. Lasik/Lasec: one Lasik/Lasec procedure per participant to be reimbursed by the Township. \$500.00 maximum.
- C. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Vision Plan effective January 1, 2010.

ARTICLE XVI - PENSION

A. General Eligibility for Defined Benefit Plan:

1. Effective June 7, 2006, police officers and detectives shall vest retirement benefits when they first attain age 52 with 10 years of service or age 50 with 25 years of service.
2. Dispatchers shall vest retirement benefits when they first attain age 52 with 8 years of service or 30 years of service with no age requirement.

B. Defined Benefit Plan (See Attachment E):

1. Only police officers and detectives hired on or before June 6, 2006 shall participate in the Defined Benefit Plan. Only dispatchers hired before April 1, 2005 shall participate in the Defined Benefit Plan.
2. During the period of this Agreement, the terms of the existing defined benefit pension program, a copy of the master pension plan being on file in the Township, shall continue in effect for police officers and detectives hired on or before June 6, 2006, with an amendment that beginning June 7, 2006, in computing a retiring employee's yearly retirement income, 3.0% will be applied to the police officers and detectives final average compensation. Final average compensation shall be base wages and longevity pay.
 - a. Police officers and detectives' contribution portion of the pension program shall be three and one-half percent (3.5%) of base wages and longevity.
3. Dispatchers will have 2.85% of the Final Earnings multiplied by the number of years of Credited Service.
 - a. Dispatchers contribution portion of the pension program shall be two percent (2%) of base wages and longevity.
4. Effective April 1, 1999 yearly retirement income shall not exceed 85% of final average compensation for any police officer or detective retiring on or after April 1, 1999. Yearly retirement income shall not exceed 90% of final average compensation for any dispatcher retiring on or after April 1, 1999.
5. Employees who retire during the term of this agreement shall receive an annual cost of living allowance (COLA) to their pension of one percent (1%) per year, each January 1st compounded annually to their base pension benefit.

6. The employee's final average compensation will be the average of the employee's 3 (three) highest rates of earnings on any May 1's prior to the employee's actual retirement date. Final average compensation rate for an employee who retires early or terminates employment before his/her normal retirement date shall be the average of the employee's 3 (three) highest rates of earnings on any May 1st prior to the date the employee terminates employment with the Township.
7. Pre-retirement death benefits for vested employees. The pension plan document was amended to include a pre-retirement death benefit for vested employees who are working for the Township on the date of their death as summarized below:
 - a. Participant's Spouse (Married Participants) or Contingent Pensioner (Single Participants) will receive 50% of their retirement income based on years of credited service to their date of death.
 - b. There will be no reduction in death benefits for early retirement; however, this benefit will be reduced if the participant's spouse or contingent pensioner is more than ten years younger than the participant. The reduction is consistent with the current contract requirements contained in Sec. 10.2 Pg. 23, of the Township of Bloomfield Retirement Income Plan, January 1, 2013 Restatement.
 - c. The pre-retirement death benefit payments will start the first day of the month following the participant's death. When the deceased participant's spouse or contingent pensioner dies, the beneficiary will receive the remainder, if any, of the participant's required contributions with interest.
 - i. The provision does not apply to non-vested participants.
 - ii. This provision does not apply to past vested, separated participants.
 - iii. A union member shall be provided with a copy of the Defined Benefit Plan upon written request.

C. Defined Contribution Plan (See Attachment F):

1. Police officers and detectives hired on or after June 7, 2006 and dispatchers hired on or after April 1, 2005 shall only be eligible to participate in the Township Defined Contribution Retirement Plan and shall not be eligible to participate in the Township Defined Benefit Plan.
 - a. Investment in 401(a) Plan.
 - b. Employer contribution of 14% of base pay per year for Police officers and detectives. Employer contribution of 10% of base pay per year for dispatchers.

- c. Employee contribution of 3.5% of base pay per year for Police officers and detectives. Employee contribution of 0% base pay per year for dispatchers.
- d. For police officers and detectives hired between June 7, 2006 and March 31, 2020, employer contributions are 100% vested after 3 years from hire date. For dispatchers hired between April 1, 2005 and March 31, 2020, employer contributions are 100% vested after 3 years from hire date.
- e. For police officers, detectives, and dispatchers hired on April 1, 2020 or after, the following vesting schedule applies for Employer contributions:
 - i. 3 years of service 25%
 - ii. 5 years of service 50%
 - iii. 7 years of service 100%
- f. Immediate vesting in employee contributions.
- g. Employee ownership of assets in individual portfolio after vesting.
- h. Employee directed investments with education, counseling and advice from independent third-party plan consultants, at no direct cost to the employees.
- i. Employee's portfolio is completely portable in Employer contributions upon separation of employment from the Township if vested at time of separation.
- j. Officers who participate in the Defined Contribution Plan will be eligible, if otherwise qualified, to receive disability insurance coverage (both duty-related (workers' compensation) and non-duty-related) until they reach age sixty-five (65) or are eligible to receive social security benefits.
- k. A union member shall be provided with a copy of the Defined Contribution Plan upon written request.

ARTICLE XVII - DISABILITY BENEFITS

Section 1 - Disability Benefits - Short and Long Term (See Attachment H)

- A. Police Officers and detectives on short-term disability benefits will receive 70% of their weekly basic earnings up to a maximum benefit of \$1,500.00 per week, and police officers and detectives on long-term disability benefits will receive 66.6667% of their monthly basic earnings up to a maximum benefit of \$6,000.00 per month, and these provisions will be incorporated in the Certificate of Coverage provided by the insurance carrier.

- B. For dispatchers, the Township will provide Short Term Disability benefits, after Accrued Sick Bank and Vacation bank have been depleted down to 40 hours each. The short-term disability benefits will be 70% of their weekly basic earnings to a maximum benefit of \$1,000 per week for a maximum period of 26 weeks.
 - 1. The benefit includes an elimination period. The elimination period is the later of:
 - a. The date the injury occurs for disability due to an injury; or
 - b. 7 days for disability due to a sickness; or
 - c. The date your accumulated sick leave payments end, if applicable.
 - 2. The payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under this plan.
 - 3. Additional benefit details are provided in the Certificate of Coverage provided by the Disability insurance carrier.

- C. For dispatchers, the Township will provide Long Term Disability. The long-term disability benefits will be 66.6667% of their monthly basic earnings up to \$4,000 a month.
 - 1. The benefit includes an elimination period. The elimination period is the later of:
 - a. 180 days; or
 - b. The date your accumulated sick leave or insured Short Term Disability or paid time off (PTO) payments end, if applicable.
 - 2. The payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under or may have limited coverage under this plan.
 - 3. Additional benefit details are provided in the certificate of coverage provided by the disability insurance carrier.

Section 2 - Disability Pension Benefits

A. Duty Disability

1. The yearly amount of retirement income payable on account of a duty disability will be equal to that calculated in Section 4.1 of the Retirement Plan and adjusted in accordance with Section 4.3 of the Retirement Plan using Credit Service from employment date to the earlier of the date the Participant is no longer considered disabled, or the Normal Retirement Date and Final Earnings equal to the Rate of Earnings immediately prior to disablement adjusted by the increases negotiated for that job classification between the date of disablement and the earlier of the date the Participant is no longer disabled, or the Normal Retirement Date. Dispatchers are excluded from this benefit.

B. Duty Disability for Defined Contribution – 401(a) Plan Employees

1. This amendment revises the 401(a) Plan to provide for continuing contributions to the Plan for those who become totally and permanently disabled and applies only to bargaining members of the Police Department and Fire Department. This amendment excludes dispatchers.

In this case, total and permanent disability is required to meet a statutory definition which differs from the definition in the 401(a) Plan or the retirement Income Plan. An employee is totally and permanently disabled if the employee “is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.”

For such a totally and permanently disabled participant, the Township will continue to make contributions to the 401(a) Plan until the individual reaches normal retirement age as defined in the Retirement Income Plan. The contribution will be based on the disabled participant’s deemed compensation, which is equal to the greater of compensation at the rate the employee was paid when becoming disabled, or the rate of pay the disabled participant would have received if continuously employed under the collective bargaining agreement.

C. Non-Duty Disability

1. The yearly amount of retirement income payable on account of a non-duty disability will be equal to that calculated in Section 4.1 of the Retirement plan and adjusted in accordance with Section 4.3 of the Plan based on Credited Service and Final Earnings as of this date of disablement. Dispatchers are excluded from this benefit.

D. Calculating the Retirement Benefit

1. For the purpose of calculating the retirement benefit, police officers and detectives will be considered disabled only if because of injury or sickness he/she is unable to perform the essential duties of any occupation for which he or she is or may reasonably become qualified for based upon his or her training, education or experience.

E. Doctor Selection Process

1. The determination of whether police officers and detectives meet the definition of disability will be made by a doctor selected by the employer and a doctor selected by the officer. If the doctors do not agree a third doctor shall be selected by the employer's doctor and the police officer or detective's doctor. The third doctor will then make the determination of whether the police officer or detective meets the definition of disability. The third doctor will be paid for by the police officer or detective.

Section 3 - Additional Benefits

- A. Police officers and detectives on non-duty disability leave will be entitled to reinstatement to their former position at the current rate of pay and benefits for a period of thirty (30) months from the date of disability. Police officers and detectives on non-duty disability leave shall receive full medical benefits for a period of thirty (30) months from the date of disablement, unless the police officers and detectives are eligible for medical benefits from another job, through a spouse or from some other source.
- B. Police officers and detectives on duty disability leave will be entitled to reinstatement to their former position at the current rate of pay and benefits for a period of forty-eight (48) months from the date of disability. Police officers and detectives on duty disability leave shall receive full medical benefits for a period of fifty-four (54) months from the date of disablement, unless the police officers and detectives are eligible for medical benefits from another job, through a spouse or from some other source.

C. In order to be eligible for reinstatement from duty or non-duty disability, police officers and detectives must be certified as fit for duty by a doctor selected by the Employer.

D. Non-Duty Disability for Dispatchers

1. After an employee uses all accumulated sick leave and vacation time, but no sooner than one hundred and eighty (180) days after commencement of illness or injury, the Township shall have the right to separate the employee from Township service.
2. If an employee has not been separated under Section 3 D(1) above and is unable to return to work within one year of the date of commencement of the illness or disability, they will be considered permanently disabled and separated from Township Service. Separation is subject to the review of the Township Supervisor.

ARTICLE XVIII - SICK LEAVE

Section 1 - Definition of Sick Leave

- A. Sick leave is an absence from work for which the employee is paid, just as if he/she were at work, when the reason for the absence is covered by the provisions of this Sick Leave Plan, and the employee has accumulated at least as much sick leave as required for the absence in question.

Section 2 - Eligibility for Sick Leave Accumulation and Use

- A. All employees whose appointments are for 520 or more hours of work within a twelve (12) month period shall be covered by the provisions of this plan.
 - 1. Employees whose appointments are for more than 520 hours per year, but less than full time, shall accumulate sick leave time on a pro-rated basis; i.e., an employee who works 40 hours per pay period will accumulate one half as much sick leave time as an employee working 80 hours per pay period.
- B. All employees whose appointments are for less than 520 hours of work within a twelve (12) month period shall not accumulate and use sick leave.
- C. All employees eligible for the Sick Leave Plan under Section 2(a) above shall begin their accumulation from the first day of eligible Township employment.

Section 3 - Rate of Accumulation of Sick Leave

Eligible employees shall accumulate sick leave as follows:

For Employees with a Normal Working Schedule	Hours of Sick Leave Credited	Hours Credited in Twelve Months	Maximum Sick Leave Accumulation
Full Time Employees	4 hours per Pay Period	104	See Section 5 of this Article

Section 4 - Use of Sick Leave

- A. Sick leave may be used only with the permission of the Chief of Police. This provision shall apply to all other sections of this plan.
- B. During each year of the contract, an employee may use 36 hours of his/her accumulated sick leave days as personal leave time. Personal leave time is not cumulative from year to year and may be taken with a minimum of four (4) hours. Prior permission for use of personal leave time must be obtained from the Chief of Police.

- C. The Chief of Police shall be responsible for reviewing employees' requests for sick leave and determining their validity. He/she shall refuse to allow use of sick leave when, in his/her judgment, there is insufficient evidence to support the employee's claim or where he/she believes that the employee has not exercised reasonable effort to promptly notify the department of his/her absence.
- D. Employees should notify their department head that they will be unable to work one hour before their normal workday begins
1. Employees must submit their "Request for Approval of Sick Leave" forms to their department head, in writing, as soon as possible after sick leave usage. These forms shall be forwarded to the Chief of Police for review.
 2. Any use of sick leave is subject to approval by the Chief of Police.
 3. Sick leave may not be used before it is earned.
 4. Sick leave may be used for the following purposes:
 - a. Acute personal illness or incapacity over which the employee has no reasonable control.
 - b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - c. Medical and dental examinations or treatment.
 1. The care of the employee's ill minor dependent children, spouse, parents, or guardians, if the employee is the only person available to render such care. Not to exceed two days for any one illness.
 2. For maternity/paternity leave, not to exceed five days.
 - d. To supplement Worker's Compensation payment as follows:
 1. An employee off work due to an injury or illness deemed compensable by Worker's Compensation shall be paid by the township his/her regular straight time wage at the time injured. Payment of the regular wage rate shall continue until the employee returns to work, or has been paid a total of 26 weeks straight time wages, whichever occurs first. To be eligible during the period of 26 weeks, the employee must forward his/her Worker's Compensation check to the Township.

2. An employee still unable to return to work and who continues to receive payments under the provisions of the Worker's Compensation Act after exhausting payment by the Township described in item (5a) above, shall receive the Worker's compensation payments plus disability payment not to exceed 66 2/3% base pay.
3. An employee off work due to an injury or illness deemed compensable by the Worker's Compensation Commission shall continue to accumulate Sick Leave and Annual Leave at the normal rate for as long as he/she receives payment from the Township under item (5a) above. (Not to include disability payment).
4. If payments from Worker's Compensation Insurance and the Social Security Administration do not total 66 2/3% of the employee's regular straight time wages, the employee should apply to the Township's provider for long term disability payments. Payments from the provider will be 66 2/3% of regular straight time wages, less any amounts received from Worker's Compensation Insurance and Social Security.
5. Any amounts payable to an employee under item (5a) above shall be reduced by an amount equal to any benefits received under the provisions of the Bloomfield Township Employee's Retirement System because of such injury or illness. In no case shall the total benefits paid by the combination of Worker's Compensation payments, payments from Bloomfield Township Employees' Retirement System benefits and payments from the Township total more than the employee's straight time wages at the time of injury or illness.

Section 5 - Payment for Unused Accumulated Sick Leave

A. Payment while still a Township employee:

1. The number of unused Sick Leave days in each employee's Sick Leave Accumulation shall be recorded as of the last paycheck in November of each fiscal year, and each employee having more than 1000 hours shall:
 - a. Receive 60% pay, in cash, for Sick Leave in excess of 1000 hours.
 - b. The annual cash payments will be paid at the rate the employee is earning at the end of the last paycheck in November.

2. The number of unused Sick Leave Days in each employee's Sick Leave Accumulation shall be recorded as of the last paycheck in November of each fiscal year, and each employee having more than 800 hours may:
 - a. Receive 60% pay, in cash, for Sick Leave in excess of 800 hours;
 - b. The annual cash payments will be paid at the rate the employee is earning at the end of the pay period for the last paycheck in November.

EXAMPLE: If an employee has 950 sick hours accumulated as of the last paycheck in November, the employee retains the option to cash in to the 800- hour base level. During the next year, assuming no sick leave has been used, the employee will have a total of 1054 (950 + 104) hours accumulated. At the last paycheck in November the employee will be required to cash in a minimum of 54 hours capping his sick time at 1,000 hours. The following year if no sick time is used, 104 hours will have accumulated and 104 hours will have to be cashed in.

If an employee currently has, for example, 1,600 hours of accumulated sick leave, he/she will be required to cash in $\frac{1}{4}$ (150 hours) of the excess hours over 1,000 hours for 4 years. In addition to the 150 hours, any unused sick hours accumulating during the fiscal year must also be cashed in.

3. The annual cash payments will be paid at the rate the employee is earning on his/her last paycheck in November.
- B. Payment when separating from Township employment for reasons of death or to become a retirement member of one of the Township's retirement plans:
1. An employee separating from Township employment for these reasons shall receive 60% pay for all of his/her unused accumulated Sick Leave.
 2. Payments shall be made at the rate the employee is earning at the time of separation.
- C. Payment when separating from the Township for reasons other than Retirement or Death:
1. Any employee separating for these reasons shall receive 60% pay for his/her unused accumulated Sick Leave in excess of 75 days.
 2. Payment shall be made at the rate the employee is earning at the time of separation.

Section 6 - Effect of Sick Leave on Annual Leave and Sick Leave

- A. Employees on sick leave with pay shall continue to accumulate Annual Leave and Sick Leave just as if they were on the job.
- B. If an employee has reason to use sick leave during a period of Annual Leave usage, and if such leave is used to cover an illness of the employee, and if such sick leave is documented by a physician's written statement, to the Chief of Police's satisfaction, such time may be deducted from the employee's sick leave accumulation, instead of from his/her Annual Leave Accumulation.
- C. Legal Holidays which are counted as days off with pay by the Township shall not be deducted from an Employee's sick leave accumulation, when they fall during a period of sick leave usage.

Section 7 - Effect of Leaves of Absence Without Pay on Sick Leave

- A. Employees shall not accumulate or use sick leave while on leaves of absence without pay.

Section 8 - Effect of an Employee Leaving the Township Services on His / Her Unused Accumulated Sick Leave.

- A. Former employees who return to Township service must start their accumulation of sick leave as new employees. However, at such time that their prior Township service is recognized by the Bloomfield Township Employees' Retirement System, the unpaid sick leave accumulation they had at the time of separation shall be reinstated.
- B. Employees who leave the Township service to enter the Armed Forces of the United States under provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Township, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after the discharge or release from active duty in the Armed Forces, whichever is later.

Section 9 - Sick Time Buffer

- A. Refer to Policy and Procedure 1.18.

ARTICLE XIX - LEAVE OF ABSENCE

Section 1 - Eligibility Requirements

- A. Seniority employees shall be eligible for leaves of absence.

Section 2 - Application for Leave

- A. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police. The request shall state the reason the leave of absence is being requested and the length of time. If approved by the Chief, it shall not exceed six (6) months. The employee shall not accumulate seniority during the period of the leave of absence.

Section 3 - Union Business

- A. Employees elected to any permanent full-time Union office or selected by the Union to do work which takes them from their employment with the Employer, shall, at the written request of the Union, be granted a leave of absence. The leaves of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

Section 4 - Veterans Law

- A. Applicable laws and regulations will limit the re-employment rights of employees and probationary employees, who are veterans.

ARTICLE XX - WAGES

Section 1 - Salaries

- A. The salary schedule for police officers, and detectives shall be adjusted effective with the first payroll period on or after the date indicated below in the amount indicated as follows:

DISPATCHER							
Date	-	Start	6 Months	1 Year	2 Years	3 Years	4 Years
04/01/20	-	40,852.75	43,039.55	50,286.74	53,336.49	56,386.19	59,435.97
04/01/21	-	41,669.80	43,900.34	51,292.47	54,403.22	57,513.92	60,624.69
04/01/22	-	42,711.55	44,997.84	52,574.78	55,763.30	58,951.76	62,140.30
04/01/23	-	43,565.78	45,897.80	53,626.28	56,878.57	60,130.80	63,383.11
04/01/24	-	44,763.84	47,159.99	55,101.00	58,442.73	61,784.40	65,126.15
04/01/25	-	45,994.84	48,456.89	56,616.28	60,049.90	63,483.47	66,917.11
POLICE OFFICER							
Date	Non-Cert.	Cert.	6 Months	1 Year	2 Years	3 Years	4 Years
04/01/20	-	48,838.68	50,986.25	69,631.62	72,968.38	77,551.99	80,887.58
04/01/21	-	49,815.45	52,005.97	71,024.25	74,427.74	79,103.03	82,505.33
04/01/22	-	51,060.84	53,306.12	72,799.86	76,288.44	81,080.61	84,567.96
04/01/23	-	52,082.05	54,372.24	74,255.86	77,814.21	82,702.21	86,259.32
04/01/24	-	53,514.31	55,867.48	76,297.89	79,954.10	84,976.53	88,631.45
04/01/25	-	54,985.95	57,403.84	78,396.09	82,152.83	87,313.39	91,068.82
DETECTIVE							
Date	-	-	-	-	-	-	-
04/01/20	-	-	-	-	-	-	85,339.34
04/01/21	-	-	-	-	-	-	87,046.12
04/01/22	-	-	-	-	-	-	89,222.28
04/01/23	-	-	-	-	-	-	91,006.72
04/01/24	-	-	-	-	-	-	93,509.41
04/01/25	-	-	-	-	-	-	96,080.92

- B. Police officers who are promoted to the rank of detective shall receive pay commensurate with the rank of detective on the first day of duty as a detective.

Section 2 - Electronic Deposit

- A. Employee paychecks and other compensation shall be electronically deposited to the employee's bank account.

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ARTICLE XXI - PAY PERIOD

The wages of employees shall be paid bi-weekly on Wednesday of the appropriate week. In the event this day is a holiday, either the preceding day or following day shall be payday.

ARTICLE XXII - OVERTIME

Section 1 - Twelve (12) Hour Shifts

- A. Overtime at the rate of one and one-half times the employee's regular rate of pay shall be payable to employees who have worked more than eighty (80) hours in the 14 day work cycle (pay period) or over twelve (12) hours in any work shift.

Section 2 - Ten (10) Hour Shifts

- A. Overtime at the rate of one and one half times employee's regular rate of pay shall be payable to the employee assigned to the 10-hour shift pattern who have worked more than eighty (80) hours in the 14-day work cycle (Pay Period) or who have worked over ten (10) hours in any work shift.

Section 3 - Eight (8) Hour Shifts

- A. Overtime at the rate of one and one half times the employee's regular rate of pay shall be payable to the employee assigned to the 8-hour shift pattern who have worked more than eighty (80) hours in the 14-day work cycle (Pay Period) or who have worked over eight (8) hours in any work shift.

ARTICLE XXIII - COURT TIME

When employees are required to appear in court for the Township in connection with their official duties as a police officer, dispatcher, or detective, they shall be compensated at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of three (3) hours pay per day.

A. Under the following conditions:

1. Case must be of criminal nature and/or a civil matter which is departmental connected.
2. The employee must be off duty at court time.
3. Request for compensation shall be approved by Chief of Police.
4. Subpoena - Circuit Court standby while off duty - two (2) hours straight time per day.

ARTICLE XXIV - NEW CLASSIFICATIONS

When any position not listed on the salary schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

ARTICLE XXV - SENIORITY AND TRANSFERS

Section 1 - Seniority Lists:

- A. New certified employees shall acquire seniority on the day following satisfactory completion of one (1) year probationary period from date of hire; and new non-certified employees shall acquire seniority following satisfactory completion of one (1) year probationary period from date of certification. In both instances, the seniority of the employees will date back to their respective date of hire and their names shall be placed on the seniority list in order of their respective individual seniority dates.
- B. The race, sex, marital status, or dependents of the employee shall not affect seniority.
- C. The seniority list, on the date of this Agreement, will show the names and job titles of all employees of the unit entitled to seniority.
- D. The Employer will keep the seniority list up to date at all times.

Section 2 - Loss of Seniority:

An employee shall lose his/her seniority for the following reasons only:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the grievance procedure.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made by any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work from sick leave and leave of absence within three (3) days.
- E. As provided in Article XVII, Section 3.

Section 3 - Transfers

If and when an employee is transferred to another division, the Association President shall be notified of said transfer by the Administration if said transfer exceeds five (5) working days.

Section 4 - Layoff and Recall:

If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off in seniority order, and shall be recalled in the same order.

ARTICLE XXVI - PROMOTION

In the advancement of employees to higher paid jobs involving increased skill and when, in the opinion of the Chief of Police, the qualifications of employees are equal, the employees with the longest seniority will prevail. Complaints that management has not exercised fairness in judging qualifications of available candidates may be processed through the grievance procedure.

In the application of this Article, it is understood that it is the desire of the employer that all police officers receive some training in the investigation phases of police work. It is further understood that when a police officer shall work in the Investigation Division for training purposes he/she will not receive a wage rate change until a period of six (6) months cumulatively has elapsed at which time, if retained, he/she will receive the rate of the job to which he/she is assigned.

Requirements for promotion to the detective position, are detailed in Policy and Procedure 1.05 and refer to the following six (6) sections.

Section 1 - Purpose:

- A. To establish a policy for promotion to the rank of detective within the department.
- B. To provide a selection process for advancing the most qualified persons for increased responsibilities.
- C. To provide guidelines for the promotional process.
- D. To provide incentive for individual professional growth.

Section 2 - Minimum Eligibility Requirements for Detective:

- A. In order to qualify to compete in the selection process for detective, an officer must, on the day immediately preceding the date of the scheduled written examination.
 - 1. Have attained four (4) years seniority as a sworn officer, of the Bloomfield Township Police Department.

Section 3 - Testing Process:

- A. Written Examination: 35 points
 - 1. Written examination to test applicant's technical knowledge. Test questions may be challenged only on obvious error and not as matter of interpretation. Examination date will be posted to allow sufficient time for preparation to take the test.

2. Officers must score at least 70% on the written examination to continue with section's B, C and D of this order.

B. Oral Review Board: 20 points

1. An oral appraisal made by three members of the law enforcement profession to examine the applicant's personal qualities relating to the likelihood of success in the position. Consideration will be given to appearance, manner, attitude, communicative ability and professional knowledge.

C. Departmental Promotion Rating: 35 points

1. Attitude and Loyalty = 7 points
2. Technical Skill and Job Knowledge = 7 points
3. Judgment = 7 points
4. Initiative and Resourcefulness = 7 points
5. Suitability for the Position = 7 points

D. Seniority Credit: 10 points maximum

1. Seniority credit providing recognition of years of service with the department in a sworn capacity.
2. Seniority credit will be granted at the rate of 10 points to the most senior applicant successfully completing the process, with the remaining applicants receiving a credit in proportion to the years he/she has served.

EXAMPLE:

$$\frac{\text{X}}{\text{Years' service of most senior applicant}} = \frac{10 \text{ points, maximum}}{\text{Applicant's years of service}}$$

TOTAL: 100 Points

Section 4 - Eligibility List:

- A. The eligibility list is a list, in rank of finishing scores, of officers who have successfully completed the promotional process. There shall not be any addition to the eligibility list once it is established, unless a candidate was omitted from the list as a result of an error by the department.

1. Should a vacancy occur for any reason, such as promotion, withdrawal, disqualification or other unanticipated circumstances, the ranking order of candidates will be adjusted, maintaining the qualifying sequential order.

2. The original Eligibility list shall not be increased due to an adjustment caused by vacancy.

B. To be placed on the Eligibility List, officers must:

1. Qualify to compete in the promotional process as described in section II (minimum eligibility requirements).
2. Achieve a score of at least seventy percent (70%) on the "Written Examination" described in Section III (testing process).
3. Appear before an "Oral Review Board," and receive a minimum score of ten (10) points as described in Section III C (testing process).
4. Receive a score of at least twenty (20) points on the "Departmental Promotion Rating" as described in Section III C (testing process).
5. Receive "Seniority Credit" as described in Section III D (testing process).

C. Officers successfully completing the promotion process will be listed on the Eligibility List.

Section 5 - Duration of Eligibility List:

- A. The eligibility list will remain in effect for one year from the date the final results of the testing process are posted, unless extended by the Chief of Police.
 1. At the discretion of the Chief of Police, the list may be extended for up to one (1) year, in six (6) month intervals.
 2. Under no circumstances may the eligibility list remain in effect for a period of more than two (2) years.

Section 6 - Promotion:

- A. Promotions shall be made by the Chief of Police from the top three (3) officers on the Eligibility List.

Section 7 - Probationary Period; Right of Return:

- A. Police officers who are promoted to the rank of detective shall serve a six-month probationary period. They shall have the right of return to their former rank with full seniority, as though they never left, if they fail the probationary period.

ARTICLE XXVII - GRIEVANCE ARBITRATION PROCEDURE

Section 1 - Grievance Arbitration Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

A. Step I

Any employee having a grievance shall first take up the matter with his/her immediate supervisor and his/her steward if so desired by the employee.

B. Step II

If the verbal grievance cannot be satisfactorily adjusted between the employee and his/her immediate supervisor, no later than ten (10) calendar days after the facts occurred which gave rise to the grievance, or no later than ten (10) calendar days after the grievant or the Association President shall have reasonably known of such facts, whichever is later, the grievance shall be reduced in writing, on forms provided by the Union, and presented by the Association President or his/her designee to the Chief or his/her designated representative. Within three (3) calendar days thereafter, the Chief or his/her representative shall furnish to the Association President or his/her designee his/her written answer to the grievance. Should the Chief or his/her designated representative fail to furnish a written answer within the said three (3) calendar days, the grievance shall be processed in accordance with Step III.

C. Step III

If the grievance still remains unadjusted, then within ten (10) calendar days after receipt of the answer of the Chief or his/her designated representative, or within ten (10) calendar days of the date on which said answer should have been furnished, the Association President or his/her designee shall present the grievance to the Township's Supervisor. Within ten (10) calendar days thereafter, the Township Supervisor or his/her designated representative shall furnish to the Association President or his/her designee his/her written answer to the grievance. Should the Township Supervisor or his/her designated representative fail to furnish a written answer within the said ten (10) calendar days, the parties shall proceed to follow the step on arbitration.

D. Step IV - Arbitration:

If the grievance cannot be satisfactorily adjusted in Step III, within fifteen (15) calendar days after receipt of the answer of the Township Supervisor or his/her designated representative, or within fifteen (15) calendar days of the date on which said answer should have been furnished, either the Employer or the Union by its Association President or the Association President's designated representative may file a written request to proceed to arbitration. No employee shall have the right to request arbitration, but the same shall be limited to the

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parties. The parties shall promptly advise the Federal Mediation and Conciliation Service (hereinafter referred to as "FMCS") of their desire to obtain a panel of arbitrators. FMCS shall provide a panel of seven (7) arbitrators, with either the Union or the Employer having the option of requesting a second and final panel of seven (7) arbitrators from FMCS. The FMCS panels shall consist of arbitrators from the Midwest. The arbitrators shall be selected from said panel or panels by an alternate striking of names. The Union shall strike first and the parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list. The remaining name shall be designated the arbitrator. Upon acceptance of the commission by the arbitrator, he/she shall, after hearings consistent with due process and fair play, render his/her award, which shall be final and binding upon the parties. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement, or set a wage rate.

Expenses for the arbitrator shall be borne equally by both parties.

The Union shall not be required to process an employee's grievance, if, in the opinion of the Union, said grievance lacks merit. No grievance shall be considered if not filed or processed within the time limits set forth in this Article.

Section 2

The Union or the Employer may request, and mutually agree to a time period extension of any step of the grievance procedure.

Section 3 - Grievance Committee

The employees selected by the Union to act as Union Representatives, shall be known as "stewards". The names of the employees acting as stewards and the names of employees acting as Association President, Association Secretary and Association Treasurer shall be certified in writing to the Employer by the Association and the individuals so certified shall constitute the Union Grievance Committee.

The Employer shall meet as required, at a mutually convenient time, with the Union Grievance Committee. All Grievance committee meetings shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties. Grievance Committee members may investigate and process grievances during working hours without loss of pay, if the case so warrants, and the privilege shall not be abused.

The formula for determining the number of Union Stewards is intended to provide minimum union representation: There shall be a steward and alternate steward on each platoon who shall represent those employees on that platoon.

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Section 4 - Union Negotiations Committee

The President of the Union shall appoint a negotiating team during collective bargaining and negotiation meetings with the Employer. Members of this negotiating team attending any such meetings during working hours shall not lose any pay.

Section 5

In order for the Bloomfield Township Police Department to arrange manpower coverage, the union will give adequate advance written notice to the Department of the department employees it may need as witnesses at an arbitration hearing.

The Association President (or his/her delegate if the President is unavailable), the initiating union representative and the grievant, shall be permitted to attend an arbitration hearing, and they shall be the only employees attending the hearing on behalf of the Union without loss of pay.

If there is more than one grievant signing a grievance being arbitrated, only one of the grievants may attend the arbitration hearing without loss of pay.

ARTICLE XXVIII - NO STRIKE - NO LOCK OUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the Contract and that all such persons shall immediately cease the offending conduct.

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ARTICLE XXIX - LIMITED DUTY ASSIGNMENTS

Refer to Policy and Procedure 1.17.

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ARTICLE XXX - SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Police Officers Labor Council. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Association.

ARTICLE XXXI - GENERAL PROVISIONS

Section 1 - Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, religion or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union or for any other cause; and that all intra-departmental disciplinary procedures shall operate within the constraints of the laws of the United States and the State of Michigan.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2 - Union Bulletin Board

The Employer agrees to furnish and maintain one suitable Union bulletin board in a convenient place. The Union shall limit its posting of notices and bulletins of notices of Union recreation, election, Union appointments and results of Union election; Union meetings and bona-fide Union activity not political or controversial.

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ARTICLE XXXII - MAINTENANCE OF CONDITIONS

The Employer agrees to honor and maintain the wages, terms and conditions of employment expressly set forth in this Agreement during the term of this Agreement as required by the specific provisions of this Agreement.

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ARTICLE XXXIII - RESIDENCY

All employees must live in Oakland County or any adjacent county.

ARTICLE XXXIV - COMPENSATORY TIME

Refer to Policy and Procedure 1.19.

Section 1 - Granting and Limits

- A. The granting of time off in compensation for overtime work, outside overtime work (green slip overtime), holiday work, etc., shall be in accordance with Policy and Procedure 1.19. Such compensatory time off can be joined with an Officer's regular day off and the Officer may also join a compensatory day off to the beginning or ending of a vacation.
- B. Compensatory time may be used in succession or in conjunction with other scheduled leave days of any kind. This is subject to approval by Command.
- C. An employee can only accumulate a total of 120 hours of compensatory time at any given time. The balance of compensatory time must be brought below 120 hours before any additional compensatory time can be accumulated. Under no circumstance shall compensatory time be forfeited.
- D. Compensatory time will be removed from the employee's compensatory time balance in the same pay period the time is taken off.
- E. Minimum request of two (2) hours.
- F. On April 1, of each year the Township shall credit to the Leave Bank of each employee 24 hours of supplemental compensatory time. Those hours shall be used under the following conditions:
 - 1. The hours in the Bank cannot be carried over from year to year.
 - 2. Use of the hours shall not cause overtime.

ARTICLE XXXV - PROBATION

Any employee laid off or terminated at the discretion of the Chief of Police during the probation period, shall not have recourse to the Grievance Procedure. The Union shall represent probationary new employees for the purpose of Collective Bargaining as set forth in Article I of this agreement, but shall not directly or indirectly, appeal or grieve termination or lay-offs of probationary new employees.

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ARTICLE XXXVI - ON-CALL VEHICLE

Refer to Policy and Procedure 3.01.

ARTICLE XXXVII - FMLA

The Township of Bloomfield and the Police Officers Labor Council hereby agree as follows with respect to the Labor Contract:

- A. The parties agree that employees must use their vacation and sick time while on Family Medical Leave (the employee may retain 40 hours of vacation in his/her vacation bank) pursuant to the Township's Family Medical Leave Act policy.

ARTICLE XXVIII - EMERGENCY FINANCIAL MANAGER PROVISION

An emergency manager appointed under the Local Government And School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided within the Local Government And School District Fiscal Accountability Act.

Inclusion of the foregoing language does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) P.A. 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE XXXIX - TERMINATION

The Agreement shall be retroactive to April 1, 2020 and shall remain in full force and effect until the 31st day of March, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date as set forth in the preceding paragraph.

However, the parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(G) and (H), in Article XV Medical, Prescription, Dental and Vision Insurance) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents (defined in Section 1(G) and (H), in Article XV Medical, Prescription, Dental and Vision Insurance), for the remainder of their respective lives (known as "Retiree Health Care for Life"). The health care, prescription, dental and vision plans that a pre-Medicare age retiree on the HRA plan and an employee retiring or separating from service under the April 1, 2020 to March 31, 2026 Collective Bargaining Agreement will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of the April 1, 2020 to March 31, 2026 Collective Bargaining Agreement; not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after March 31, 2026 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2022, they and their Eligible Dependents (defined in Section 1(G) and (H), in Article XV Medical, Prescription, Dental and Vision Insurance) shall have the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2022, 2023, 2024, 2025 and 2026 and as set forth in Article XV: Medical, Prescription, Dental, and Vision Insurance. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2026, will be the same plan that is in place for active employees on January 1, 2026. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within Article XV Section 2 (F) and (G). This "Retiree Health Care for Life" provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This "Retiree Health Care for Life" provision shall be subject to the provisions set forth in Article XV Section 2 (B) through (H) and Sections 3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may

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be changes to provided insurance that are out of the Township's control; for example protocol changes, network requirements, Rx formulary changes, etc.). Any such changes shall be at the sole discretion of the insurance carrier. See also, Article XV Medical, Prescription, Dental and Vision Insurance, Section 2, Retiree Healthcare.

FOR THE UNION:
POLICE OFFICERS LABOR COUNCIL

FOR THE EMPLOYER:
BLOOMFIELD TOWNSHIP

Jim Strata 8-12-20
Polc Rep.
John Hinn 08-12-2020
PRESIDENT
W. J. [unclear] 08-12-2020
Secretary
[unclear] 08-12-2020
TREASURER

Leo Saxon Supervisor
James Ruffelli Clerk
[unclear] [unclear]