

**AGREEMENT**

**between the**

**CHARTER TOWNSHIP OF PITTSFIELD**

**and the**

**POLICE OFFICERS LABOR COUNCIL**

**PITTSFIELD TOWNSHIP LIEUTENANTS  
AND SERGEANTS ASSOCIATION**

**Effective January 1, 2010  
Expires December 31, 2014**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into January 1, 2010 by and between Pittsfield Charter Township (hereinafter referred to as the "Township") and the Pittsfield Township Lieutenants and Sergeants Association (hereinafter referred to as the "Association"). The Agreement expires on December 31, 2014, under conditions further explained in Article 31.

### **ARTICLE 1 - PURPOSE AND INTENT**

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

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

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

### **ARTICLE 2 - RECOGNITION, ASSOCIATION SECURITY AND DUES**

The Township recognizes the Association and the Police Officers Labor Council as the sole and exclusive bargaining representative of the Pittsfield Township Police Lieutenants and Sergeants Association.

- (a) Maintenance of Membership: All present and future Employees of the bargaining unit shall be required as a condition of employment to tender dues or an amount equal to the regular monthly dues set by the Association membership for the duration of the Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this subsection.
- (b) All full-time certified Police Officers of the Pittsfield Township Police Department with the rank of Lieutenant or Sergeant shall either become and remain members of the Union by paying monthly Union dues or shall pay to the Union a monthly service fee covering their fair share of the Union's expenses related to negotiating, administering and enforcing this Agreement. New employees shall be required to pay Union dues or a service fee after thirty (30) days of employment.
- (c) All new applicants for membership shall fill out the necessary form required by the contract in effect at the time of their employment.

- (d) The Township agrees to deduct the amount necessary from each pay of each employee, from whom it receives written authorization, to cover the monthly dues or service fees required by the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The dues and service fee rates shall be provided to the Employer by the Union's business representative. The Employer shall be provided at least thirty (30) days written notice of any change in the amount of monthly dues or service fees. Written authorizations shall include an agreement by the employee to hold the Township harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason for action or inaction taken by the Township for the purpose of providing this deduction service. Further, the authorizations shall specify that the employee agrees that in the event a refund is due to the employee for any reason, the employee shall seek such refund from the Union.
- (e) The Union agrees to indemnify, defend and safe the Township harmless from any claims, demands, lawsuits or other forms of liability on account or by reason of action taken or not taken by the Township under this article.
- (f) At least once per month after dues/service fees have been deducted from employees' pay, the Township shall pay directly to Police Officers Labor Council the dues/fees which have been deducted. Such payment shall be accompanied by a list which identifies the employees from whom the deductions were made.

Payment shall be mailed or otherwise delivered to:

Police Officers Labor Council  
667 E. Big Beaver, Suite 205  
Troy, MI 48083

- (g) The Township shall not be liable for remittance or payment of any sums other than those consisting of actual deductions made from wages earned by employees. If for any reason, the Township fails to make a deduction provided by this article, The Township shall make that deduction from the employee's next pay after the error has been identified to the Township by the Union.

The Township shall have no responsibility for the collection of dues/service fee, special assessments or any other deductions not in accordance with this article.

### ARTICLE 3 - MANAGEMENT RIGHTS

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

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

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

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

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

#### ARTICLE 4 - SENIORITY

Section 1. Probationary Period. A Sergeant and Lieutenant shall complete a probationary period for one (1) year. It is recognized that a Probationary Sergeant or Lieutenant is serving the probationary period on a trial basis. Such probationary period shall begin on the date of his/her promotion and shall end after one (1) year.

It is recognized that, during the trial basis probationary period, the Township may discipline and return a Sergeant or Lieutenant to their former position. During the probationary period, just cause is not required, and the Employee is excluded from access to the grievance and arbitration process.

Probationary Employee's union dues shall be paid to the Sergeants and Lieutenants Association starting on the effective date of their trial basis probationary period.

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

- (a) Seniority shall be based on the Employee's length of full-time service in the Department, commencing on the Employee's date of hire.
- (b) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.

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

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

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

Section 5. Layoff and Recall.

- (a) Employees shall be laid off from a classification according to their date of entry seniority into the classification, starting with the least senior.
- (b) Recall. Employees who are laid off shall be recalled to their former rank in order of their rank seniority when the work force is to be increased.

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

**ARTICLE 5 - NO STRIKE/NO LOCKOUT**

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

**ARTICLE 6 - ASSOCIATION REPRESENTATIVES**

Section 1. Association President. The Township recognizes the rights of the Association to elect an Association President and Vice President. The President or the Vice President shall be permitted a reasonable time to investigate, present, and process grievances on the premises of the Township Department without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the President's regular working hours shall be considered working hours in computing compensation if within the regular schedule of the President. Further, the Township recognizes the right of the Association to elect an Association Vice President, who in the absence of the President will have the rights afforded the Association President.

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

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

## ARTICLE 7 - DISCHARGE OR SUSPENSION

Section 1. Types of Discipline. Disciplinary actions shall be with just cause to include only the following:

- (a) Written reprimands.
- (b) Suspensions.
- (c) Demotions.
- (d) Discharge.

Section 2. Disciplinary Action Procedure.

- (a) When the possibility of disciplinary action is believed to exist, the Employee shall be entitled to have his/her Association steward present at all stages of the disciplinary process. If no disciplinary action is contemplated or believed to exist, the Employee shall have no right to Association representation.
- (b) Those charges and specifications which give cause to such discipline or discharge shall be reduced in writing by the supervisor recommending the disciplinary action to the Director of Public Safety.
- (c) Such charges and specifications shall cite the specific section(s) of Departmental Rules and Regulations which the Employee is alleged to have violated, and a copy will be given to the Employee in writing.
- (d) Prior to the taking of any disciplinary action, the Director of Public Safety shall conduct a disciplinary hearing. The accused officer shall be afforded an opportunity to present any evidence in his/her defense during this hearing.

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

- (a) The Employee shall be given a summary of the charges against him/her.
- (b) Before the Employee is interviewed or required to make any statement, he/she shall be allowed the opportunity to obtain the advice of counsel.
- (c) Any order to make a statement shall be a written order, a violation of which would constitute grounds for disciplinary action by the Department.
- (d) The order in the statement shall be considered a private record and shall not be made available except under judicial subpoena to any other agent or agency without the consent of the Employee.

- (e) Nothing in the foregoing procedure shall limit the right of the Department to use such statement for department disciplinary purposes.

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

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

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

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

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

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

## **ARTICLE 8 - GRIEVANCES**

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

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

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

Section 4. Grievances Defined. The term "grievance" shall mean any dispute between the Township and the Association or between the Township and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of a

specific article or section of this contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

Section 5. Grievance Procedure.

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

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

- (a) Employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specifications of contract article violated.
- (d) Date of grievance.
- (e) Relief being sought by the Union.

The steward shall then discuss the grievance with the Director of Public Safety or his/her designated representative in an attempt to resolve the grievance. This discussion shall be had within seven (7) working days of receipt of the grievance by the steward and a decision in writing must be rendered by the Director of Public Safety or his/her designated representative within seven (7) working days with a copy of said decision going to the Employee and the steward.

Step Three. Grievance Procedure. If the grievance is not satisfactorily settled in Step Two after meeting with the Director of Public Safety, the Association has the right to appeal, in writing, to the Township Supervisor. The representative of the Association shall meet with the Township Supervisor and/or his/her designated representative within seven (7) working days of presentation of the appeal. The Township Supervisor's answer, in writing, shall be filed within seven (7) working days after the meeting.

Step Four. Grievance Procedure. If the answer of the Township Supervisor is unsatisfactory to both the Union and the employee, the grievance may be submitted to a mutually-agreeable arbitrator within thirty (30) days from the Step 4 answer. If the

parties are unable to agree to an arbitrator within ten (10) days thereafter, the arbitrator shall be selected by blind draw from among the panel set forth below. Multiple grievances may not be submitted to the same arbitrator at the same time unless otherwise by mutual agreement.

The arbitrator on the panel shall be:

Mario Chiesa  
Mark Glazer  
Pat McDonald

Section 6. Cost of the Arbitrator. If a grievance is submitted to an arbitrator by the Association, under Step Four, the fees and expenses of such arbitration, including transcripts and stenographic services, shall be shared equally by the parties. Each party shall make arrangements to pay for the expenses of its own witnesses and exhibits.

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

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

Section 9. Grievance Form. The Association shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Association and/or the Employee will be required to submit all available information at each step of the grievance procedure. In the case of a class action grievance, the grievance shall designate the members of the class.

**ARTICLE 9 - COMPENSATION**

**Section 1. Wages.** Effective the beginning of the pay period on or after the following dates, wage rates for the term of this Agreement shall be as follows:

Sergeant	Effective	Effective			
Steps	1/1/2010	1/1/2011	1/1/2012	1/1/2013	1/1/2014
1 (Start)	\$60,777	\$60,777	Wage	Wage	Wage
After one (1) year	\$64,225	\$64,225	Re-Opener	Re-Opener	Re-Opener
Lieutenant					
1 (Start)	\$65,673	\$65,673	Wage	Wage	Wage
After one (1) year	\$67,307	\$67,307	Re-Opener	Re-Opener	Re-Opener

The Union and Employer agree to wage re-openers to determine wages for years 2012, 2013 and 2014. The wage re-openers shall be negotiated separately unless it is agreed by both the Employer and the Union that multiple years be negotiated. The Parties agree to begin negotiations by September 1 of the year prior to the wage year. Wages shall not decrease from the wages of January 01, 2011.

**Section 2. Starting Rate on Return from Military Service.** Any Employee who leaves or has left the Township's service to enter the active service of the armed forces of the United States and is subsequently reinstated into a position previously held by him/her shall be entitled to receive compensation at the step rate at which he/she entered military service, except he/she shall be entitled to receive all compensation increases granted at that step and grade during his/her period of military service.

**Section 3. Continuous Service.** Service requirements for advancement within the compensation schedule and for other purposes as specified, shall include the requirements of continuous service, which means employment in the Township Police Department service without break or interruption. Leaves of absence with pay, and authorized leaves of absence of thirty (30) days or less without pay, shall not interrupt continuous service nor be deducted therefrom. Authorized leaves of absence without pay in excess of thirty (30) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two work days shall not count towards service time and shall be deducted from the total service such Employee had prior to such absence without leave.

**Section 4. Longevity.**

Effective 1/1/2011, employees base salary shall not include longevity. Longevity shall be paid to the employees in one lump sum payment in a separate check in the pay period of their anniversary date. Longevity payments shall be paid according to the following schedule:

Five years of continuous employment with the Township:	2% of base pay
Ten years of continuous employment with the Township:	4% of base pay

Twelve years of continuous employment with the Township:	6% of base pay
Fifteen years of continuous employment with the Township:	8% of base pay
Twenty years of continuous employment with the Township:	10% of base pay

Employees that separate their employment with the Township shall receive a pro-rated longevity payment following their separation.

Section 5. Pay Periods. Employees shall be paid bi-weekly. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose upon the request of such Employee or of an Association representative.

Section 6. Work Schedule. Employees shall be scheduled by the Director of Public Safety and/or his/her designee. Employees' schedule shall not be done in a capricious or arbitrary manner. The Director of Public Safety and/or his/her designee will consider an Employee's shift request, based on the Employee's specific need, when preparing shift changes. Personnel shall be permitted to bid for shifts. The Director of Public Safety and/or his/her designee will make every effort to meet the needs and requests of the Employees. Under normal circumstances, work schedules will be posted twenty-one (21) days prior to the effective date of the schedule. In the event it is necessary to change an employee's day off or shift, the Department will make a good faith effort to notify the employee at least 72 hours in advance. It is recognized, however, that 72 hours notice may not always be possible.

Section 7. Overtime. Hours worked in excess of eight (8) hours per day shall be considered overtime. Overtime will be compensated at the rate of time and one-half (1-1/2) regular pay.

Section 8. Holiday Compensation. All Employees working scheduled shift shall be paid a sum equal to twelve (12) days straight-time pay for the last pay in November. Employees shall have holiday pay prorated based on the holiday pay divided by the months of service, when assigned on a scheduled shift. Holidays for non-shift personnel shall be the same as established for general Township Employees.

An employee who works on the following six holidays (i.e., Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Thanksgiving Day and Fourth of July) will receive pay calculated at time and one-half the employee's regular straight-time rate for all hours worked on that day when the majority of the hours to be worked on the scheduled shift fall on the actual calendar holiday (e.g., for a 7:00pm to 3:00am scheduled shift, the time and one-half premium will not be paid for the shift that starts at 7:00pm on July 3<sup>rd</sup>, but will be paid for the shift that starts at 7:00pm on July 4<sup>th</sup>). While there is no compounding or pyramiding of premium pay, an employee who works overtime on a holiday shift will receive two times his/her regular straight-time rate for said overtime hours.

Section 9. Vacation Leave. Each Sergeant and Lieutenant will earn vacation at the rate of one (1) day per month for the first sixty (60) months of employment, and one and one-half (1-1/2) days per month thereafter. One (1) additional day of vacation will be granted after completion of ten (10) years or more of continuous service in the previous calendar year (to a maximum of

nineteen (19) days). Three (3) additional days will be granted after completion of fifteen (15) years of continuous service (to a maximum of 22 days). An additional one (1) day of vacation will be granted after the completion of twenty (20) years of continuous service in the previous calendar year (to a maximum of 23 days).

To earn a vacation day in a month, an Employee must work at least ten (10) days in the month. For purposes of this provision, paid vacation days, paid personal days, and paid funeral leave days, paid sick days, and paid compensatory days shall also be counted as days worked. Vacation leave days to be granted within each calendar year will be credited on January 1 of that year. A year-to-date record shall be reflected on each paycheck.

- (a) Employees are encouraged to use vacation time during the calendar year in which it is earned. However, in no event will an Employee be allowed to accumulate more than thirty (30) vacation days at any one time.
- (b) Absence on account of sickness, off-the-job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the Employee and at the discretion of the Township, be charged against the vacation leave allowance.
- (c) If an Employee becomes ill or is injured while on vacation leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the vacation days may be converted and charged to any sick day accumulation.
- (d) Employees are required to give reasonable notice (at least 72 hours) to request the use of a vacation day or block of vacation days outside of the period set forth in paragraph (e) below. Under normal circumstances, requests for such additional vacation time will be answered within five (5) days. Approval of such vacation time shall continue to be at the discretion of the Director of Public Safety and/or his/her designee.
- (e) Bargaining unit employees will be given preference according to their seniority in selecting one (1) block of vacation days (a block of vacation days shall be two (2) consecutive vacation days up to a total of 15 consecutive vacation days) for each vacation request period. Vacation request periods shall coincide with the shift request periods.

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

If an employee requests more than one (1) block of vacation days in the period, he/she shall designate the order of preference.

**Section 10. Sick Leave.** Employees shall accrue sick leave days at the rate of one (1) day per month. To accrue a sick day in a month, an Employee must work at least ten (10) days in the month. For purposes of this provision, paid vacation days, paid personal days, and paid funeral

leave days, paid sick days, and paid compensatory time days shall also be counted as days worked. Any sick days accrued above the maximum of ninety (90) days shall, at the employee's option, be converted to pay at the rate of one half (1/2) day for one (1) sick day or converted to vacation time at a rate of one sick day being equal to ½ a vacation day.

Payouts will be paid the first pay period in January of each year based on the employee's rate in effect on December 31<sup>st</sup> of the previous year unless the employee notifies the Accounting Department, in writing, on or before December 15<sup>th</sup>, that the excess sick leave is to be left in the sick bank. As of December 31<sup>st</sup>, the employee's sick leave bank will automatically be converted to pay as provided above or paid to the employee's ICMA Deferred Compensation (457) Account at the rate of 100% (provided their annual contribution does not exceed the maximum allowable contribution as permitted by law).

Upon termination, unused earned sick days shall be converted to pay at the rate of one-half (1/2) day for one (1) sick day. The Director of Public Safety and/or his/her designee shall be responsible for reviewing and approving Employee sick leave. All sick leave time is earned and allocated on January 1st of each year for time accrued in the previous year. A year-to-date record shall be reflected on each paycheck. Pay for sick days earned above the maximum of ninety (90) days will be paid the first pay period of January of each year based on the employee's rate in effect on December 31<sup>st</sup> of the previous year. Employees that have over ninety (90) days of sick leave shall notify the Employer of their choice to take the pay out or convert the time to vacation or a combination of the two by December 1<sup>st</sup> of the given year.

- (a) Employees are required to give daily notification, or other appropriate notice, to the Department of the necessity for taking sick leave. Sick leave may only be used for illness or injury of the employee, his/her parent, child or spouse. Notification must be given before the hour to report for work. The Township may refuse to allow paid sick leave where there is insufficient evidence, as provided in (b) below, to support the Employee's claim, or where the Employee has not given reasonable notice, as above.
- (b) A doctor's report may be required and must be submitted by the Employee if the Employee is absent three (3) days or more and the Township deems it necessary. In the event the request for a doctor's report is made and the Employee does not furnish said document, sick leave pay will be denied. Action will not be taken arbitrarily or capriciously.
- (c) An Employee will be required to submit a report from a doctor following a prolonged illness or injury of five (5) days or more indicating that he/she is physically able to return to work without limitations or restrictions.
- (d) A non-shift Employee using paid sick leave during a period that includes a designated holiday will be paid for such holiday in lieu of sick pay.
- (e) No Employee may draw sick leave in excess of scheduled work days.

- (f) Accumulated sick leave credits will be paid for each day of sickness at the Employee's regular straight time rate of eight (8) hours.
- (g) An Employee who becomes ill while on vacation will be required to provide proof, by physician's statement, of the illness. If the Employee desires, the vacation leave may be converted to sick leave, after approval from the Township.
- (h) When it is necessary to make appointments during the regular work day, they must be approved in advance by the Employee's supervisor. Time off for an appointment will be reported on the time sheet for the pay period in which it occurred. Sick leave for this purpose will be charged in four (4) hour increments.
- (i) Employees who have exhausted their accumulated sick leave and do not report for work shall be terminated from their employment with the Township as provided in Article 4, Section 3 (c).
- (j) Maternity leave shall be treated in accordance with the applicable sick leave and prolonged illness leave sections of this contract and appropriate state and federal laws.

Section 11. Duty Disability Leave.

- (a) A duty disability leave shall mean a leave required as a result of the Employee incurring a compensable illness or injury while in the employment of the Township covered by the Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an Employee shall immediately report any illness or injury, however minor, to his/her immediate supervisor and take such first aid or treatment as may be recommended.
- (c) Employees on duty disability leave shall not accrue vacation/sick leave, or personal days.
- (d) Permanent or probationary Employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Township shall receive duty disability pay as follows.
  - (1) The Township shall, for a period not to exceed one (1) year from the date of injury, supplement without charge to sick leave or vacation, the difference between workmen's compensation and the Employee's regular rate of pay, excluding any overtime or premium pay.
  - (2) After one (1) year of duty disability leave, if the Employee has sufficient accrued leave, he/she will receive a payroll check for the difference between the workmen's compensation check and his/her normal biweekly payroll check to the extent of his/her accrued sick leave, leave bank days and compensatory time.

- (e) An Employee who is being treated for duty disability injury may be treated for such injury during regular working hours and will be compensated at his/her regular rate of pay. He/she shall report promptly to work once the appointment is completed.
- (f) Employees shall not be entitled to more than one (1) one year duty disability leave arising out of the same injury or illness, or any recurrence of an injury or illness for which the Employee has already received benefit under the provisions of this section.
- (g) The Township shall be permitted to employ part-time officers when an Employee is on duty disability after thirty (30) days. Such part-time employment shall terminate upon the Employee returning to full duty.

**Section 12. Prolonged Illness Leave.** Granted by action of the Township Board, a prolonged illness leave is an UNPAID leave granted to an ill or injured Employee. This leave may be granted to an Employee who has otherwise used all accumulated vacation and sick leave, but who will hopefully return to work upon recovery from the illness or injury involved. The Township Board may grant a prolonged illness leave for up to six (6) months.

- (a) During this period the Employee shall retain the position and job classification attained prior to the leave.
- (b) Should an Employee not return to work in accordance with the approved leave schedule or apply for and be granted a prolonged illness leave extension, he/she will be considered a voluntary quit according to Article 4, Section 3(c).
- (c) If the Employee requests an extension of the prolonged illness leave beyond the initial leave granted, the Township Board may authorize a thirty (30) day extension. This extension will be at the discretion of the Township Board. The Employee must provide a physician's statement indicating the medical need for the additional time where circumstances require a longer than expected convalescence.
- (d) During the first six (6) months of a prolonged illness leave, hospitalization, life, and dental insurance will remain in effect with premiums paid by the employer. Any other benefits (where permitted by the carrier) may be continued at the expense of the Employee. During an extended prolonged illness leave, if granted in (c) above, all benefits may be continued (where permitted by carrier) at the expense of the Employee.

**Section 13. Funeral Leave.** An Employee will be granted a maximum of five (5) leave days with pay, between the date of death and the day following the funeral, due to death in the immediate family. Immediate family shall be defined to include parents, parents of current spouse, spouse, children, brothers, sisters, sisters-in-law, brothers-in-law, grandparents or grandchildren, stepchildren of a current spouse or other relatives living in an Employee's home. These days shall not be deductible from accumulated sick time. In addition, in accordance with the above, an employee will be granted one (1) leave day with pay to attend the funeral of an Employee's great grandparent, aunt, uncle, niece or nephew, or the grandparents/great

grandparents of the current spouse. An additional leave chargeable to the Employee's sick leave, vacation or personal, may be granted due to the death of a current spouse or child(ren) when approved by the Director of Public Safety and/or his/her designee.

Section 14. Absence Without Leave. An Employee who is absent from duty shall report the reason therefore to the Township prior to the date of absence when possible. All unauthorized and unreported absences shall be considered without leave, and deduction of pay shall be made for the period of absence.

Section 15. Call-Back. If an Employee is called back to work on his/her leave day, he/she shall be compensated for a minimum of three (3) hours overtime at time and one-half (1-1/2), unless such call back is continuous or contiguous to the officer's assigned shift. In these instances, he/she shall be paid overtime for the exact hours or portion thereof worked.

Additionally, the Township understands that Lieutenants often respond to E-mails and telephone calls while off duty. Therefore, Lieutenants shall be compensated with one (1) hour pay straight time for every two week period.

Section 16. Computation of Back Wages. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

Section 17. Pay Advance. If a regular pay day falls during an Employee's vacation and she/he is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An Employee must make a request to the Township Clerk's office for his/her check two (2) weeks before the pay day he/she expects to receive the check if he/she desires to receive it in advance.

Section 18. Pension Plan.

- (a) MERS - Employees will be enrolled in the MERS and contribute 9.06% of their total compensation to this plan effective the beginning of the pay period following ratification. Benefit levels are defined as B4 with riders, FAC3, F50 (25 years) and E2 (i.e., 2.5% of the base retirement pay at time of retirement, cumulative but not compounded, without a cap). For example, an Employee retiring with a base retirement pay of \$1,000 per month would receive a \$25 per month increase after one (1) year of retirement to \$1,025, an additional \$25 after two (2) years of retirement to \$1,050, etc. The Township will not add Employee administrative fees to the cost of this improved benefit.
- (b) Health Care – An eligible employee who retires prior to age 65 and his/her then current spouse, will be continued in the same program that he/she is enrolled in at the time of retirement under the terms and conditions that apply for active employees.

When the retiree becomes age 65, the retiree must apply for Medicare Coverage (Parts A and B) and pay the applicable premium. The retiree will then be enrolled in a supplemental plan currently referred to as Blue Traditional Supplemental Coverage (Blue

Cross Option 2 and Blue Shelf Option 1). The Employer will pay the premium to provide said supplemental coverage for the employee and his/her spouse at the time of retirement as provided in Article 23, Section 2.

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

- (c) Voluntary Deferred Compensation Plan - Employees may voluntarily make tax deferred contributions to the IRS Code 457 Plan with the International City Managers Association up to the maximum allowed by law.
- (d) Probationary (trial basis) Sergeants will not be eligible for the improved benefits of B4, FAC3 and F50 (25 years), but shall continue to receive benefit level set forth in the Patrol Agreement. Upon successful completion of the probationary period, Sergeants shall have the improved benefit as defined above, and pay the same percentage of total compensation as set forth in Paragraph (a) above through payroll deduction.
- (e) The Township and Association agree that the pension plan may be opened for negotiations if allowed by MERS during the wage re-openers as specified in Article 9, Section 1.

Section 19. Effective the beginning of the pay period on or after ratification, a Command Officer assigned to the Detective Bureau, for a minimum of 30 consecutive days, shall be compensated at the rate of \$1.25 over the Officer's current pay base for hours worked in the Detective Bureau starting the pay period on or after the 30<sup>th</sup> consecutive day.

Section 20. Compensatory Leave. Employees can accumulate up to 80 hours of compensatory leave. The employees will have the option to be paid in full for unused compensatory time on the last pay in December annually or be paid down to a maximum of 40 hours unused compensatory time. Such notification must be received by the Director of Public Safety and/or his/her designee by December 1<sup>st</sup> annually.

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

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

As a general practice, compensatory time shall be approved or denied in the same manner as vacation time. Further, the township retains the authority to cancel approved compensatory leave if an emergency situation occurs, defined as an event beyond the control of the Township, and designated as such by the Director of Public Safety or his/her designee.

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

## **ARTICLE 10 - ASSIGNMENTS, TRANSFERS AND PROMOTIONS**

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

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

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

**Section 4. Eligibility for Promotions.** For the rank of Lieutenant, six years of progressively responsible experience in law enforcement, including two (2) years of continuous service as a Sergeant. One year of this continuous service must succeed successful completion of his/her trial basis/probationary period as a Sergeant.

**Section 5. Test Procedures for Promotions.** A testing procedure will be used to fill openings by promotion. If the qualifications of all applicants are equal, preference shall be given to the most senior employee.

**Section 6. Educational Standards for Promotion.** All Employees are encouraged to expand their professional knowledge and ability on their own time. Therefore, for an officer to be eligible for a promotion, an Employee within the last year (1) must have:

- (a) Passed a college course approved by the Township.
- (b) Completed some specialized training approved by the Township. The Township will pay the tuition fees for the above education, if veteran's benefits do not pay for the entire tuition fees, if such education is recommended by the Director of Public Safety and approved by the Township Board. The above educational requirements are waived for personnel who are holders of Bachelors or Associates Degrees from an accredited

university or college, or for those Employees who have more than fifteen (15) years of law enforcement experience.

- (c) The Lieutenant position requires personnel to hold at least an Associates degree.

Section 7. Retention of Seniority. If an Employee of the bargaining unit is promoted or voluntarily transfers to another position, he/she shall retain his/her seniority. If the Township does not wish to retain the member in this position, the member shall return to the next lowest position (Lieutenant to Sergeant, Deputy Director of Police Services to Lieutenant, etc.).

Section 8. Return of Previously Held Rank. If a member of the bargaining unit is promoted or voluntarily transfers to another certified law enforcement position, he/she shall retain his/her Department seniority. If the Township does not wish to retain the Employee in this position, the member shall be returned to the bargaining unit to carry out former supervisory responsibilities. The Employee shall continue to accrue seniority as if they had not transferred or been promoted.

Section 9. Temporary Assignment. Temporary assignments for the purpose of filling vacancies within the Township Department in positions will be granted to a qualified Employee for such job. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Director of Public Safety shall determine when a vacancy exists, and it shall not include filling in for members on routine vacations, sick, or leave days.

#### **ARTICLE 11 - PERSONAL DAYS**

It is agreed that each full-time Employee shall receive up to three (3) personal days each calendar year in which time the Employee may conduct personal business. One personal business day shall be earned for each full four (4) months of work in the previous year. A month of work will be any month in which the Employee works ten (10) days or more in the month. For purposes of this provision, paid vacation days, paid personal days and paid funeral leave, paid sick days, and paid compensatory time days shall also be counted as days worked.

The Employee is required to give reasonable notice (at least 72 hours) prior to use of a personal day, except in the case of an emergency, so deemed by the Director of Public Safety and/or his/her designee. Paid personal days shall continue to be granted by the Director of Public Safety and/or his/her designee subject to the staffing needs of the Department. Personal days are non-cumulative, and shall not accrue beyond the end of the calendar year in which the days are provided.

## ARTICLE 12 - EQUIPMENT

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

- (a) One Class A long-sleeve shirt
- (b) One pair of Class A trousers
- (c) Three Class B long-sleeve shirts
- (d) Three Class B short-sleeve shirts
- (e) Three pairs of Class B trousers
- (f) One winter jacket
- (g) Three hats (Class A hat, summer cap, winter knit hat)
- (h) Shoes
- (i) Boots
- (j) One set of leather gear
- (k) One set nylon web gear
- (l) Badges (2 breast, 1 hat, 1 wallet)
- (m) Flashlight
- (n) Clipboard and Ticket board
- (o) Duty Bag / Briefcase
- (p) Service Weapon
- (q) Rain Coat/Rain Cover
- (r) Tactical Bag and Equipment (helmet, breathing mask, safety glasses)
- (s) Body armor
- (t) Two name tag
- (u) Two Ties and one Tie Bar
- (t) One pair of Gloves
- (w) One Whistle
- (x) One set of Fatigues (if required for duty assignment)
- (y) Light weight jacket

All such equipment shall remain the property of the Township.

## ARTICLE 13 - UNIFORM MAINTENANCE

- (a) Employees shall receive a uniform cleaning allowance of \$500.00, on an annual basis, paid in a lump sum as taxable income the last pay period in June. Employees shall receive replacement of all issued uniforms from the department upon the uniform item becoming worn, damaged and/or unserviceable. Such uniform item shall be presented to the office of the Director of Public Safety for determination of the condition of the uniform item.

- (b) The Director of Public Safety shall make all final determinations on any changes in the uniform. Such changes shall not be made without first receiving recommendations and input from members of the department's uniform committee.
- (c) The Township shall provide for monthly cleaning of the following uniform items at no cost to Employee every six months:
  - (1) One jacket
  - (2) Four ties
  - (3) One hat

#### **ARTICLE 14 - DENTAL INSURANCE**

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

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

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

Class III, prosthodontic services 50%.

Class IV, orthodontic services, 50%

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

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

#### **ARTICLE 15 - OPTICAL CARE**

The Township will provide family optical care benefits from a provider of choice. Coverage includes eye examinations, single lens prescriptions, multi-focal lenses, plastic lenses, oversize lenses, or contact lenses up to a maximum of \$300.00 per family member in a 24 month period. Paid receipts must be submitted to the Administrative Services Department for reimbursement processing.

If a Township Employee's prescription has changed within the allotted 24 month period, and, upon obtaining an examination, they will be entitled, upon submittal of written evidence, to an additional \$300.00 benefit as specified above. This benefit is not to be utilized more than one (1) time every twelve (12) months.

## ARTICLE 16 - HEALTH INSURANCE

**Section 1.** Effective the beginning of the month thirty (30) days following ratification, or as soon thereafter as is possible, the Township will provide group health benefits consisting of Community Blue Option III with a \$20 doctor office co-pay (CBO V\$20) the 20% mental health rider (CBMH 20%) and a \$10 generic, \$40 brand preferred prescription rider (MOPD 2x).

- a. The Township shall also offer two HMO's, Blue Care Network and Priority Health, with \$10 doctor office visit co-pay, a \$50 emergency room charge, and a \$10 generic/\$40 brand preferred prescription drug. The Township shall have the right to offer an additional provider (in addition to Blue Cross and Priority Health or its successor) with comparable benefits, limiting the Township's cost for health care to the least expensive provider (except for those grandfathered under the Community Blue Plan).

Employees entering the bargaining unit after October 24, 2000 who choose to be covered by Community Blue shall pay the difference between the least expensive HMO and Community Blue. A payroll deduction is hereby offered.

- b. Employees shall be required to pay 50% of the cost of the family continuation rider under Community Blue, provided this shall not apply to any eligible family member on the family continuation rider as of December 31, 2003.

**Section 2.** Employees who are husband and wife must choose one and the same family plan. The Township shall only be obligated to pay one premium in such situations.

**Section 3.** Regular, full-time employees who are eligible for the Township's health insurance shall be entitled to participate in an Employer-sponsored opt-out program. A Section 125 Plan shall be adopted. Employees shall be required to show that a spouse has health care coverage that includes the employee before said employee will be eligible to participate in the opt-out program. A participating employee will be entitled to accrue a payment of \$100 per monthly billing period for any billing period during which said hospitalization insurance was not provided by the Township under the conditions set forth herein.

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

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

## ARTICLE 17 - LIFE INSURANCE

The Township will provide group life insurance coverage equal to one and one half times an Employee's base salary to the nearest five thousand dollar unit.

## ARTICLE 18 - INSURANCE ELIGIBILITY

**Section 1.** Eligibility, coverage and benefits under the Health, Life, Dental and Optical Plans are subject to the availability of such plans and the terms and conditions contained in the contracts between the Township and the carrier(s)/provider(s). It is further agreed that the only liability assumed by the Township is to pay the premiums up to the level specified herein. If a plan becomes unavailable, the parties will meet to negotiate a replacement.

**Section 2.** Health, life, dental and optical cease upon the date the Employee's services are terminated or the date the Employee is laid off or goes on a leave of absence, except as provided for under FMLA leaves of absence and except in the case of duty disability leave and prolonged illness leaves under Article 9, Section 12 where health insurance, life and dental will be continued by the Employer for the first six (6) months of said leaves. Thereafter, it shall be subject to applicable COBRA regulations

## ARTICLE 19 - COLLEGE INCENTIVE ALLOWANCE

Any regular full-time Employee is eligible to be a participant of the Pittsfield Township Educational Assistance Plan provided the following conditions are met:

- a. The Employee must have held employment status with the Township for a period of no less than twelve (12) consecutive months on the date of starting an approved course.
- b. As determined by the Director of Public Safety, and approved by the Township Board, the course is directly related to the assigned duties of the Employee in his/her present position and direct application of knowledge to be gained in the course can be clearly stated; or the course is in preparation for possible future duties that may be assigned the Employee in his/her present position.
- c. Reimbursement shall be upon proof of satisfactory completion of an approved course with a grade of "C" or better for undergraduate courses, and "B" or better for graduate courses. Reimbursement shall be one hundred per cent (100%) of tuition only. Tuition is defined as the cost of instruction only. It is not to be interpreted as including the costs of books, travel expenses, registration fees, late fees, added fees of any kind, or the cost of course credit if separate from the cost of instruction. Reimbursement for general education courses required as part of an academic degree program, except for a course which instructs the Employee in any sport, game or hobby, shall be fifty per cent (50%) of tuition only.

- d. The Employee requests the tuition reimbursement and it is approved prior to starting classes.
- e. The course work and class time is to be completed during off duty working hours of the Employee.
- f. Evidence of satisfactorily completing the course(s) in conjunction with proof of total payment for tuition is to be presented to the department head in order to receive any tuition reimbursement from the Township.
- g. Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a prorata basis from the Township's assistance payment.
- h. Educational benefits will not be provided for programs beyond the Bachelor's Degree.
- i. An employee shall be required to repay all money received under this Article in the event the employee separates from the Township within a three-year period subsequent to completion of the course, in accordance with the following chart:

<u>If the Employee Separates:</u>	<u>Amount to be Repaid:</u>
After less than 1 full year	Repaid in full
After 1 full year but less than 2	66-2/3% repaid
After 2 full years but less than 3	33-1/2% repaid
After 3 full years	No repayment

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

- j. The maximum tuition reimbursement per participant shall be \$1,200 per fiscal year and shall cover undergraduate courses only, subject to the March 16, 2004 letter to the POLC.

### ARTICLE 20 - FAMILY AND MEDICAL LEAVE ACT

Section 1. Any Employee desiring a leave of absence from his/her employment for other than Family and Medical Leave Act leaves, must secure written permission from the Township Supervisor. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Township Supervisor or his/her designated representative. Failure to comply with this provision shall result in the complete loss of seniority rights for the Employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

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

- a. Because of the birth of a son or daughter of the Employee, and in order to care for such son or daughter;
- b. Because of the placement of a son or daughter with the Employee for adoption or foster care;
- c. To care for the Employee's spouse, son or daughter, or parent who has a serious health condition; or
- d. The Employee is unable to perform the essential job functions because of a "serious health condition" as provided in Article 9, Sections 12 and 13.

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

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

If Family and Medical Leave is requested because of an Employee's serious health condition, the Employee must first use all of his/her accrued paid sick and personal leave time (in that order). If Family and Medical Leave is requested for any other reason, the Employee must first use all of his/her personal days and accrued paid vacation (in that order). The remainder of the leave will then be unpaid.

If an Employee uses paid leave (e.g., sick, vacation or personal leave) or unpaid leave under circumstances which would qualify as Family and Medical Leave, such leave will be substituted (i.e., counted against) the Employee's twelve (12) week Family and Medical Leave entitlement if so designated by the employer.

If either the Employee or employer designates paid leave as Family and Medical Leave after leave has begun (e.g., when an Employee requests an extension of a paid leave with unpaid Family and Medical Leave), the entire or some portion of the paid leave may be retroactively counted as Family and Medical Leave, to the extent that the leave period qualified as Family and Medical Leave.

## ARTICLE 21 - LIMITATIONS OF AUTHORITY AND LIABILITY

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

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

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

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

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

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

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

Section 4. Examination of Time Sheets. The Association shall have the right upon reasonable notice to examine time sheets at the Township offices and any other records pertaining to the computation of compensation of any Employee whose pay is in dispute, or any other records of the Township Department pertaining to a specific grievance.

## ARTICLE 22 - RETIREMENT POLICY

Effective January 1, 1999, Employees of this bargaining unit who meet all requirements for retirement under the Federal Social Security System (i.e., presently age sixty-two (62) or older, or by reason of disability qualifications), who have been employed or have served in a full time capacity for a period of ten (10) years or more, or who are fifty (50) years old with twenty-five (25) years of continuous service, and who are currently Employees of the Township, are eligible to retire from employment and/or service with the Township. Upon retirement, an Employee will have the following privileges. Probationary Sergeants/on a trial basis will receive the benefits provided in the Police Officers (Patrol) Collective Bargaining Agreement and are not eligible under the Lieutenants and Sergeants' contract.

Section 1. Pension Plan. The benefits of the group pension plan are available with the various options.

Section 2. Medical Insurance. Premium cost of the group coverage in place at the time for a retiring Employee and spouse will be paid for in full by the Township if the Employee is:

Age 50 or older with 25 years or more of continuous service with the Township.

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

At the time Medicare coordination of benefits provision becomes available to the retired Employee and/or spouse, this shall be the only responsibility of the Township, and will be paid for by the Township. Medicare coordination of benefits for retiree's dependents will remain the responsibility of the retired Employee, and the policy premium payment will be paid quarterly in advance by the Employee. For the life of this Agreement, the Township shall continue its current practice.

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

Section 4. Terminal Benefits. Retiring Employees are eligible for any accumulated vacation, sick, and compensatory time in accordance with the rules for their use.

Section 5. Health Care Savings Plan. The Township shall terminate the participation for the Command Division in the MERS Health Care Savings Plan effective March 1, 2010. If an

employee terminates employment prior to the ten (10) year vesting period, the previously contributed Employer's contribution on behalf of the employee shall be forfeited and the forfeited funds shall be rolled over into the Township's retiree health funding vehicle.

Those employees that contributed 1% of their base salary to the program, shall remain with the MERS Health Care Savings Plan until the employee separates employment from Pittsfield Charter Township.

### **ARTICLE 23 - BONDS AND LIABILITY INSURANCE**

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

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

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

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

### **ARTICLE 24 - LOSS OR DAMAGE**

Uniforms or department approved equipment damaged in the line of duty will be replaced by the Township, provided the damaged equipment is turned in to the Township and the Director of Public Safety determines both the equipment is not usable due to the damage incurred and that the damage was clearly not the result of negligence on the officer's part. Proof of damage having been in the line of duty must be presented to and approved by the Director of Public Safety.

### **ARTICLE 25 - EQUIPMENT, HEALTH AND WELFARE**

Section 1. **Unsafe Vehicles.**

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

- (b) The Township shall not require an Employee to use, operate or carry any equipment that is unsafe. Determination of condition shall be left to the discretion of the Director of Public Safety.

### **ARTICLE 26 - WORKER'S COMPENSATION INSURANCE**

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

### **ARTICLE 27 - MILITARY SERVICE**

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

Section 2. Probationary Employees. A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period.

Section 3. Leave of Absence for Veterans.

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement. Employees shall not accrue seniority or benefits during such leaves of absence.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township when they are on full-time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the Township may extend this limit in proper cases.

### **ARTICLE 28 - ASSOCIATION RIGHTS**

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

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

Section 3. Special Conferences. Special conferences on important matters will be arranged between the Association and the Township or their designated representative. Such meetings

shall be between one or more representatives of the Township and representatives of the Association. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

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

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

Section 5. Township Department Personnel Files. A member's personnel file shall be kept under the control of the Director of Public Safety. The Township shall not allow anyone other than officers of the Township to read, view, have a copy of, or in any way pursue in whole or in part, a member's personnel file or any confidential document which may become a part of his/her file, except as provided by statute.

Section 6. Resignation. The Township requires the resignation process to be an orderly procedure, and thus the following rules shall apply:

- (a) A written notice of resignation must be given to the Director of Public Safety at least four (4) weeks prior to the termination date, giving both the date and reason for leaving. Proper notice will allow the Township to secure a suitable replacement and will entitle the Employee to any earned terminal benefits.
- (b) Failure to give proper notice, without good cause, may result in cancellation of terminal benefits and will be recorded in the Employee's permanent personnel record.

## ARTICLE 29 - GENERAL

Section 1. Discrimination. No members nor applicants for employment in the Township Department shall be discriminated against because of race, religion, sex, creed, color, or national origin. Active efforts shall be made to encourage applicants for employment in the Department from all racial, religious and nationality groups. The Township shall take steps to assure that the Department assignments and promotions are given on an equal and nondiscriminatory basis. Membership in the Association shall be open to every Employee covered by this contract on a nondiscriminatory basis.

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

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

Section 4.     Jury Duty. An Employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

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

Section 6.     Bulletin Boards. The Township will provide a bulletin board in the Department of Public Safety which may be used by the Association for posting of notices. The posting of anything which could be construed as derogatory in nature shall strictly be prohibited. The designated Association representative shall be responsible for policing of the bulletin board in compliance with this contractual agreement.

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

### **ARTICLE 30 - SEPARABILITY AND SAVINGS CLAUSE**

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

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association or the

Township for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

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

#### **ARTICLE 31 - TERMINATION AND MODIFICATION CLAUSE**

This Agreement shall be in full force and effect from January 1, 2010, to and including December 31, 2014, unless written notice is given by either the Police Officers Labor Council or Pittsfield Charter Township at least one hundred twenty (120) days prior to December 31, 2014 of its desire to modify, amend, or terminate this Agreement. Negotiations shall commence no later than ninety (90) days prior to the expiration date of this Agreement. In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.


**ARTICLE 32 - INTERPRETATION**


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

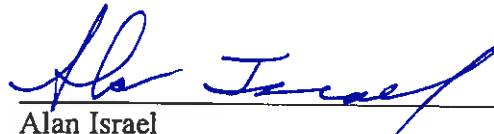
IN WITNESS HEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

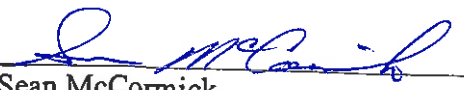
**LIEUTENANTS  
PITTSFIELD CHARTER TOWNSHIP**


**PITTSFIELD TOWNSHIP  
AND SERGEANTS ASSOCIATION**


By:   
Mandy Grewal  
Title: Supervisor  
Date: 6/2/10


By:   
Brandon Williams  
Title: President  
Date: 6/2/10

By:   
Alan Israel  
Title: Clerk  
Date: 6-10-2010

By:   
Sean McCormick  
Title: Vice President  
Date: 6/11/10 JPC

By:   
Patricia Tupacz-Scribner  
Title: Treasurer  
Date: 6-4-10

By:   
Duane Smith  
Title: Staff Representative  
Police Officers Labor Council  
Date: 6-2-10

By:   
Matthew Harshberger  
Title: Director of Public Safety  
Date: 6/1/10



PITTSFIELD CHARTER TOWNSHIP  
POLC COMMAND DIVISION SENIORITY LISTING

<u>Last Name</u>	<u>First Name</u>	<u>Rank</u>	<u>Hire Date</u>	<u>Date in Unit</u>
Belknap	John	Sergeant	09/06/88	
McCormick	Sean	Lieutenant	02/17/95	
Fusik	Henry	Sergeant	10/01/95	
Williams	Brandon	Lieutenant	10/01/95	
Hamilton	Pamela	Sergeant	08/03/98	
Chiles	Aaron	Sergeant	02/14/00	
Thomas	David	Sergeant	06/24/02	

