

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

BLOOMFIELD TOWNSHIP

AND

**BLOOMFIELD TOWNSHIP POLICE
DEPARTMENT COMMAND UNIT (POLC)**

April 1, 2020 to March 31, 2026

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AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of April, 2020 by and between the Charter Township of Bloomfield, hereinafter referred to as the "Employer" and the Bloomfield Township Police Department Command Officers (Police Officer Labor Council) hereinafter referred to as the "Bargaining Unit."

ARTICLE I - RECOGNITION

Section 1 **Exclusivity**

- A. The Employer recognizes the Police Officer Labor Council as the exclusive representative of the following Captains, Command Officers and Dispatch Supervisor for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment, in the following unit in which the Police Officer Labor Council is recognized as the exclusive bargaining representative, subject to and in accordance with the provisions of Act 336 of the Michigan Public Acts of 1947, as amended.

- B. From this point forward any reference to Command Officer in this contract will only reference Lieutenants and Sergeants.

ARTICLE II - MANAGEMENT RESPONSIBILITY

Section 1 Management Responsibilities Defined

- A. The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of the Captains, Command Officers and Dispatch Supervisors is the sole responsibility of the Employer, except that the Police Officer Labor Council members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operations 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 - BASIS OF REPRESENTATION

Section 1. Acknowledgement and Recognition

- A. The Employer agrees to recognize a unit Bargaining Committee of not more than three members, the names of such members to be submitted to the Employer in writing.

Section 2. Steward's Role and Use of Work Time for Adjusting Grievances

- A. The Steward shall act in the capacity of the Command Officer Representative in the Bargaining unit. An alternate steward shall act as an alternate.
- B. The Command Officer Bargaining Unit Representative shall be permitted to leave his workstation after obtaining approval of his respective supervisor and recording his time for the purpose of adjusting grievances in accordance with the grievance procedure. Permission for the Command Officer Representative to leave his workstation will not be unreasonably withheld. The Command Officer Representative will report his time to his supervisor upon returning from a grievance discussion.
- C. The privilege of a Command Officer Representative to leave his work station during work hours, without loss of pay, is extended with the understanding that this time will be devoted to the prompt handling of grievances and will not be abused, and that he will continue to work at his assigned job at all times, except when permitted to leave his work station to handle grievances.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 **Grievance/Dispute Settlement Procedure**

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

1. **Step 1.**

Any Captain, Command Officer or Dispatch Supervisor having a grievance shall first take up the matter with the immediate supervisor. The supervisor shall attempt to adjust the matter and shall respond to the Command Officer within three working days.

2. **Step 2.**

If the grievance has not been settled, it shall be presented in writing by the Captain, Command Officer or Dispatch Supervisor to the department head within three working days after the supervisor's response is due. The department head shall respond to the Captain, Command Officer or Dispatch Supervisor in writing within three working days.

3. **Step 3.**

If the grievance still remains unadjusted, it shall be presented by the Captain, Command Officer or Dispatch Supervisor to the agency head or personnel administrator, in writing, within five working days after the response of the department head is due. The agency head or personnel administrator shall respond in writing, to the Captain, Command Officer or Dispatch Supervisor (with a copy of the response to the Steward) within three working days.

4. **Step 4.**

Any matter not settled in Step 3 of the Grievance Procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen working days following the written response to the agency head or personnel administrator. Expenses for arbitration shall be borne equally by both parties.

- a) If the parties fail to select an arbitrator, one will be selected under the rules of the Federal Mediation and Conciliation Service (F.M.C.S.).
- b) 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.

ARTICLE VI - LAYOFF/DEMOTION AND RECALL

Section 1 **Demotion Process Caused by Layoffs or Departmental Reorganization**

- A. In the event of Captain, Command Officer or Dispatch Supervisor layoffs or departmental reorganization which necessitates a reduction of rank, members of the Bargaining Unit shall be demoted as follows:
1. Captains shall be demoted by inverted time in grade to the rank of Lieutenant, where department seniority shall prevail, except that a Captain shall not be reduced in rank below Lieutenant.
 2. Lieutenants shall be demoted by inverted time in grade to the rank of Sergeant, where department seniority shall prevail, except that a Lieutenant shall not be reduced in rank below Sergeant.
 3. Sergeants shall be demoted by inverted time in grade to the rank of Detective, where department seniority shall prevail, except that a Sergeant shall not be reduced in rank below Detective.
 4. Dispatch Supervisor shall be demoted by inverted time in grade to the position of Dispatcher, where department seniority shall prevail, except that a Dispatch Supervisor shall not be reduced in rank below a Dispatcher.
 5. Any member demoted due to a reduction of rank shall be given at least 30 days' notice of such demotion.
 6. In the event that manpower is subsequently increased, those members of the Bargaining Unit that were reduced in rank shall be reinstated to their old rank in the reverse order in which they were demoted.

ARTICLE VII - ECONOMIC MATTERS

Section 1 **Reference to Appendix "1" and Retroactivity**

- A. This Agreement between the parties on economic matters are set forth in Appendix "1", attached hereto, and are incorporated in this Collective Bargaining Agreement as set forth therein.

ARTICLE VIII - PAY PERIOD

Section 1 **Pay Period Defined**

- A. The wages of Captain, Command Officer or Dispatch Supervisor shall be paid biweekly on Wednesday of the appropriate week. In the event that this day is a holiday, either the preceding day or following day shall be payday.

Section 2 **Electronic Deposit**

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

ARTICLE IX - OVERTIME

Section 1 Overtime and Workday Defined

- A. Command Officers and Dispatch Supervisors shall receive time and one half for all work in excess of their scheduled workday, or eighty hours in any one pay period, including time spent in court appearances as provided in Article V. The workday shall be defined as eight, ten or twelve continuous hours including lunch and breaks.
- B. Captains are not eligible for overtime.

Section 2 Shift Prep Compensation

- A. The workday for all Command Officers and Dispatch Supervisors is 10 or 12 hours plus 20 minutes before the start of the shift. All Command Officers and Dispatch Supervisors are to receive twenty (20) minutes pay at the rate of one and one-half (1 ½) times their hourly rate of pay for twenty (20) minutes worked prior to the beginning of their shift each day. Payment for this work time may be taken in pay or compensatory time.
- B. Captains are not eligible for Shift Prep Compensation.

ARTICLE X - COURT TIME

Section 1 **Minimum Compensation for Court Time**

- A. When Command Officers or Dispatch Supervisors are required to appear in court or administrative hearings, they shall be compensated at the rate of time and one half their regular rate of pay for all time spent, with a guarantee of a minimum of three hours pay per day.

- B. Captains are not eligible for Court Time compensation.

Section 2. **Court Time Defined**

- A. For purposes of this agreement, "Court Time" shall be determined by the following factors:
 - 1. Case must be of criminal nature and/or civil matter that is departmental connected.
 - 2. Officer must be off duty at court time.
 - 3. Request for compensation shall be approved by the Chief of Police.
 - 4. Subpoena - Circuit Court stand-by while off duty two hours straight time per day.

ARTICLE XI - HOLIDAYS

Section 1. Holidays Recognized and Observed

- A. The following days shall be recognized and observed as paid 8-hour holidays:

Christmas Eve (1/2 Day)
Christmas Day
New Year's Eve (1/2 Day)
New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving Day
Command Officer's Birthday
Martin Luther King Day

For all holidays, whether worked or not, eligible Road Patrol Command Officers shall be paid for said holidays in one lump sum payment in the last paycheck in November of each year.

B. Eligibility Requirements

To be eligible for holiday pay, the Command Officer and Dispatch Supervisor must work shift work with rotating days off. The Command Officer and Dispatch Supervisor must work his last scheduled workday prior to the holiday and after the holiday, except when a Command Officer and Dispatch Supervisor is on a scheduled day off, personal leave day, compensatory day, vacation or sick leave, he shall be paid for the un-worked holiday.

Captains are not eligible for Holiday Pay compensation.

C. Holiday Pay, Straight Day Command Officers

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

Columbus Day
Veteran's Day
Command Officer's Birthday
Martin Luther King Day
President's Day

D. Legal Holidays as defined in this Agreement

1. Counted as days off with pay by the Charter Township of Bloomfield

AND

2. Shall not be deducted from a Command Officer's or Dispatch Supervisors Annual Leave when they fall during a period of Annual Leave usage.

Section 3 Civilian Holiday Schedule

- A. The Holiday Schedule for Captains, Command Officers and Dispatch Supervisors that work a strict day shift with weekends off will follow the Holiday Schedule observed by Civilian Employees of Bloomfield Township.
- B. 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 command officer's leave time bank on April 1st of each year.

ARTICLE XII - ANNUAL LEAVE OR VACATION

Section 1 **Definition of Annual Leave**

Annual Leave is absence from work for which the Captain, Command Officer and Dispatch Supervisor is paid just as if he or she was at work. The use and amount of annual leave that is taken at one time is at the discretion of the Captain, Command Officer and Dispatch Supervisor's department head. The foremost consideration in allowing Annual Leave is the welfare, convenience and continuation of services which the Charter Township of Bloomfield renders. Use of Annual Leave is detailed in Departmental Policy & Procedure 1.19.

Section 2 **Amount of Annual Leave**

- A. Annual Leave will be computed and credited to a Captain, Command Officer, and Dispatch Supervisor each pay period.
- B. The amount of Annual Leave will be credited from the following schedule:

<u>Length of Service</u>	<u>Accrual Rate for Pay Period</u>
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

- C. Vacation accrual rate would be established on the first complete pay period after anniversary date of hire, after the 5th, 10th, 15th, and 20th year of service.

D. 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 through retirement	400 Hours

Section 3 Use of Annual Leave

- A. Annual 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. Annual Leave MAY NOT be used before it is credited.
- C. Annual Leave may be used any time after it is credited to a Captain, Command Officer, and Dispatch Supervisor.
- D. Annual Leave may be used in full or half day increments.

Section 4 Payment for Annual Leave Used

- A. Payment of Annual Leave used by a Captain, Command Officer, and Dispatch Supervisor will be processed as a normal payroll payment. All such payments shall be subject to normal payroll deductions.
 - 1. No advance payment for Annual Leave will be made.

Section 5 Payment in Lieu of Annual Leave

- A. Payment of unused Annual Leave will be made only when a Captain, Command Officer, and Dispatch Supervisor terminates Charter Township of Bloomfield employment for reasons of resignation, retirement, death or permanent disability.
- B. No Captain, Command Officer, and Dispatch Supervisor will be permitted to work and draw pay for Annual Leave at the same time.
- C. No payment will be made for Annual Leave in excess of the maximum accumulation shown in Article XII, Section 2-D "Maximum Accumulation of Leave."

Section 6 Effect of Death Leave on Annual Leave

- A. If a Captain, Command Officer, and Dispatch Supervisor has reason to use Death Leave during a period of Annual Leave usage, and such Death Leave is documented to the satisfaction of their Department Head, such time may be considered as Death Leave, instead of being deducted from their Annual Leave.

Section 7 Effect of Sick Leave on Annual Leave

- A. If a Captain, Command Officer, and Dispatch Supervisor has reason to use Sick Leave during a period of Annual Leave usage, and if such Sick Leave is used to cover an illness of the Captain, Command Officer, and Dispatch Supervisor, and if such Sick Leave is documented by a Physician's written statement to the Department Head's satisfaction, such time may be deducted from the Captain, Command Officer, and Dispatch Supervisor's Sick Leave Accumulation instead of being deducted from Annual Leave.

ARTICLE XIII - LONGEVITY PAY

Section 1 **Basis of Increment**

A. The basis of increment shall be based on the following schedule:

Years of Service	% of Salary as Set forth in Appendix 1.
5	2%
10	4%
15	6%
20	8%
25 or more	10%

B. The increment shall be paid in one lump sum payment the last paycheck in November of each year based on years of service as of November 30th of that year.

C. Pro-Ration of Longevity.

1. Longevity pay for active Captain, Command Officer, and Dispatch Supervisor shall be pro-rated as follows:

- a) For Work Related Injury or Illness; the Captain, Command Officer, and Dispatch Supervisor shall accrue longevity pay for a maximum of 26 weeks from the date of injury or illness.
- b) For Non-Work Related Injury or Illness; the Captain, Command Officer, and Dispatch Supervisor shall accrue longevity pay only while he/she is using his/her sick leave bank (i.e. receiving paychecks directly from the Township).

2. Pro-Rated Longevity for Retirees

- a) When a Captain, Command Officer, and Dispatch Supervisor 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 to his/her years of service on that date. This amount will then be pro-rated for the period of time the Captain, Command Officer, and Dispatch Supervisor actually worked from December 1st to November 30th.

3. Longevity in Calculating Final Average Compensation (FAC)
 - a) If when calculating a Captain, Command Officer, and Dispatch Supervisor'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 that retire between May 1st and November 1st of any given year. The Final Average Compensation (FAC) for individuals retiring between December 1st and April 1st will be calculated by using the highest three (3) reported annual earnings prior to their retirement.
4. Employees hired after May 1, 2011 will no longer receive longevity pay.

ARTICLE XIV - UNIFORM ALLOWANCE

Section 1 Annual Uniform Allowance

- A. All Captains, Command Officers and Dispatch Supervisors shall receive an Annual Uniform Allowance as follows: \$900.00 per year, payable by April 15th of each year.

Section 2 Supplemental Uniform Allowance

- A. In addition to the annual clothing allowance, Command Officers will be paid an annual supplemental uniform allowance for their assignment to the afternoon shift, midnight shift or alternative shift. The pro-rated allowance will be determined by the amount of time an officer is actually assigned to the afternoon, midnight or alternate shift (hours substantially between 3:00 p.m. and 8:00 a.m.)
- B. Subject to the exclusions provision, the Night shift rate will be \$728.00.
- C. To qualify for supplemental uniform pay, the Command Officer must:
 - 1. Be assigned to work the night shift or an alternative shift.
 - 2. Actually work the majority of hours he/she is paid in that work week on the night shift or alternate shift.
 - 3. Work an alternate shift pattern, such as directed patrol, etc. and work substantially between the hours of 3:00 p.m. and 8:00 a.m.
 - a) The amount paid to Command Officers working the alternate shift pattern will be based on the night rate.
 - b) These Command Officers must work the majority of the days during any workweek between the hours of 3:00 p.m. and 8:00 a.m., to be eligible for the supplemental allowance.
- D. Exclusions: Payments will not be paid for the following
 - 1. Assignments to other departments or details substantially away from this department.

- E. Supplemental Clothing Allowance will be paid, in one lump sum on a separate check, by the 15th of April of each year, for eligible allowance accumulated during the past fiscal year.
- F. Command Officers will be eligible for Supplemental Uniform Allowance after one (1) year of service with the department.

ARTICLE XV – 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 XVI - LIFE INSURANCE

Section 1 Coverage

- A. The Charter Township of Bloomfield shall provide life insurance in the face amount of \$50,000.00, with double indemnity for qualified Command Officers, Captains and Dispatch Supervisor as provided in the contract between the Charter Township of Bloomfield and insurance carrier (See Attachment G).
- B. The amount of life insurance will be adjusted to \$8,000.00 following the earlier of:
 - 1. Your 70th birthday **or**
 - 2. Your date of retirement
- C. The Charter Township of Bloomfield shall also provide dependent's life insurance in the face amount of:
 - 1. \$10,000.00 for the spouse of qualified Captain, Command Officer, and Dispatch Supervisor.
 - 2. \$5,000.00 for each child between six months and 19 years of age
 - 3. \$1,000.00 for each child between 15 days and six months of age
- D. The Charter Township of Bloomfield shall provide a life insurance policy in the total amount of \$500,000.00 for duty related death only. This does not apply to Dispatch Supervisor.
- E. The Charter Township of Bloomfield shall also provide Accidental Death & Dismemberment policy in the amount of \$50,000 for Command Officer's and Captains, and \$25,000 for Dispatch Supervisor.

ARTICLE XVII - FALSE ARREST INSURANCE

Section 1 Coverage Limits Defined

- A. Captains, and Command Officers covered by this Agreement shall be provided a policy of False Arrest Liability Insurance by the Employer in the amount of \$500,000 for each individual; and \$1,000,000 for each incident. The premiums for such insurance will be paid by the Employer.

ARTICLE XVIII - 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 and,
 - 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:

a. From 1/1 to 3/31	Full Amount
b. From 4/1 to 6/30	75% of allotment
c. From 7/1 to 9/30	50% of allotment
d. 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 command officer only.
- 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 XVIII: 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 XVIII 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 XVIII 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 XXXIII – 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 command officers, 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 Captains and Dispatch Supervisors, 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 Captains and Dispatch Supervisors 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 command officers, and age 52 for Captains and Dispatch Supervisors). Captains and Dispatch Supervisors 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. Captains and Dispatch Supervisors 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 Captains and Dispatch Supervisors 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 command officers, 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 Captains and Dispatch Supervisors, 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 Captains and Dispatch Supervisors) 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 Captains and Dispatch Supervisors) you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning at age 50 (age 52 for Captains and Dispatch Supervisors). 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:
 - i. 3 years – 25%
 - ii. 5 years – 50%
 - iii. 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.

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 XIX - PENSION

Section 1 **General Eligibility for Defined Benefit Plan**

- A. Effective June 7, 2006, Command Officers shall vest retirement benefits when they first attain age 52 with 10 years of service or age 50 with 25 years of service.
- B. Dispatch Supervisors and Captains shall vest retirement benefits when they first attain age 52 with 8 years of Service, or 30 years of Service with no age requirement.

Section 2 **Defined Benefit Plan (See Attachment E)**

- A. During the period of this Agreement, the terms of the existing pension program, a copy of the master pension plan being on file in the Township, shall continue in effect, with an amendment that beginning June 7, 2006 in computing a retiring Command Officers yearly retirement income, 3.0% will be applied to that Command Officer's Final Average Compensation (FAC).
 - 1. Command Officers contribution portion of the pension program shall be three and one-half percent (3.5%) of base wages and longevity.
- B. Dispatch Supervisors and Captains will have 2.85% of their Final Earnings multiplied by the number of years of Credited Service.
 - 1. Dispatch Supervisors and Captains contribution portion of the pension program shall be two percent (2%) of base wages and longevity.
- C. Final Average Compensation (FAC) shall be base wages plus longevity pay.
- D. The Command Officer's Final Average Compensation (FAC) will be the average of the Command Officer's three (3) highest rates of earnings on any May 1st prior to the Command Officers' actual retirement date. Final Average Compensation (FAC) rate for a Command Officer that retires early or terminates employment before his/her normal retirement date shall be the average of the Command Officer's three (3) highest rates of earnings on any May 1st prior to the date the Command Officer terminates employment with the Charter Township of Bloomfield.

- E. Effective April 1, 1999 yearly retirement income shall not exceed 90% of Final Average Compensation (FAC) for any Command Officer retiring on or after April 1, 1999. Yearly retirement income shall not exceed 90% of final average compensation for any Captain or Dispatch Supervisor retiring on or after April 1, 1999.

Section 3 Retiree Cost of Living Allocation (C.O.L.A.) - Defined Benefit Plan

- A. Command Officers who retire during the term of this agreement shall receive an annual cost of living allowance (C.O.L.A.) to their pension of 1% (one percent) per year, each January 1st, and compounded annually to their pension benefit.

Section 4 Pre-Retirement Death Benefits for Vested Command Officers, Captains and Dispatch Supervisor - Defined Benefit Plan

- A. The pension plan document allows for a pre-retirement death benefit for vested employees who are working for the Charter Township of Bloomfield on the date of their death as summarized below:
 1. 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.
 2. 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 10.2 of the Defined Benefit Plan document dated January 1, 2013.
 3. 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.
 4. For non-vested participants, the plan remains the same.
 5. This provision does not apply to past vested, separated participants.

Section 5 Defined Contribution Plan (See Attachment F)

- A. Command Officers hired on or after June 7, 2006 and Captains and Dispatch Supervisors hired on or after April 1, 2005 shall only be eligible to participate in the Township's Defined Contribution Retirement Plan and shall not be eligible to participate in the Township's Defined Benefit Plan.
1. Investment in 401 (a) Plan.
 2. Employer contribution of 14% of base pay per year for Command Officers. Employer contribution of 10% of base pay per year for Captains and Dispatch Supervisor.
 3. Employee contribution of 3.5% of base pay per year for Command Officers. Employee contribution of 0% of base pay for Captains and Dispatch Supervisor.
 4. For Command Officers hired between June 7, 2006 and March 31, 2020, employer contributions are 100% vested after 3 years from hire date. For Captains and Dispatch Supervisors hired between April 1, 2005 and March 31, 2020, employer contributions are 100% vested after 3 years from hire date.
 5. For Command Officers, Captains, and Dispatch Supervisors hired on April 1, 2020 or after, the following vesting schedule applies for Employer contributions:

a. 3 years of service	25%
b. 5 years of service	50%
c. 7 years of service	100%
 6. Employee ownership of assets in individual portfolio after vesting.
 7. Employee directed investments with education, counseling and advice from independent third-party plan consultants, at no direct cost to employee.
 8. Employee's portfolio is completely portable in Employer contributions upon separation of employment from the Township if vested at time of separation.

9. Command Officers, Captains, and Dispatch Supervisors who participate in the Defined Contribution Plan shall 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.

ARTICLE XX - SICK LEAVE PLAN

Section 1 **Definition of Sick Leave**

- A. Sick Leave is an absence from work for which the Captain, Command Officer, and Dispatch Supervisor is paid, just as if they were at work, when the reason for the absence is covered by the provisions of this Sick Leave Plan, and the Captain, Command Officer, and Dispatch Supervisor 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 Captain, Command Officer, and Dispatch Supervisor whose appointments are for more than 520 hours per year, but less than full time, shall accumulate Sick Leave time on a prorated basis (i.e., a Command Officer who works 40 hours per pay period will accumulate one half as much Sick Leave time as a Command Officer working 80 hours per pay period).
- B. All Captain, Command Officer, and Dispatch Supervisor whose appointments are for less than 520 hours of work within a 12-month period shall not accumulate and use Sick Leave.
- C. All Captain, Command Officer, and Dispatch Supervisor eligible for the Sick Leave Plan in Section 2-A above, shall begin their accumulation from the first day of eligible Charter Township of Bloomfield employment.

Section 3 **Rate of Accumulation of Sick Leave**

- A. Eligible Captain, Command Officer, and Dispatch Supervisor shall accumulate Sick Leave as follows:

Hours of Sick Leave Credited	Hours Credited in 12 Months	Maximum Sick Leave Accum.
4 hours per pay period	104 Hours	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 a Captain, Command Officer, and Dispatch Supervisor may use thirty-six (36) hours of their accumulated Sick Leave as Personal Leave Days. The Personal Leave Days are not cumulative from year-to-year and may be taken with a minimum of four (4) hours. Prior permission for use of Personal Leave Days must be obtained from the Chief of Police.
- C. The Chief of Police shall be responsible for reviewing the Captains, Command Officers, and Dispatch Supervisor requests for Sick Leave and determining their validity. The Chief of Police shall refuse to allow use of Sick Leave when, in the Chief's judgment, there is insufficient evidence to support the Captain, Command Officer, and Dispatch Supervisor's claim, or where he or she believes that the Captain, Command Officer, and Dispatch Supervisor has not exercised reasonable effort to promptly notify the department of the absence.
- D. Captain, Command Officer, and Dispatch Supervisor should notify their Department Head one-hour before their normal workday begins that they will be unable to work.
- E. Captain, Command Officer, and Dispatch Supervisor 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.
- F. Sick Leave shall not be granted for a period of more than five successive workdays unless the Captain, Command Officer, and Dispatch Supervisor submits a statement from his physician to the Chief of Police that the Sick Leave is necessary.
- G. Sick Leave may not be used before it is earned.
- H. Sick Leave may be used at any time after it is earned.
- I. Sick Leave may be used for the following purposes:
 - 1. Acute personal illness or incapacity over which the Captain, Command Officer, and Dispatch Supervisor has no reasonable control.
 - 2. 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 Captain, Command Officer, and Dispatch Supervisor's attendance at work.

3. Medical or dental examinations or treatment.
4. The care of the Captain, Command Officer, and Dispatch Supervisor ill, minor dependent children, spouse, parents or guardians, if the Captain, Command Officer, and Dispatch Supervisor is the only person available to render such care (not to exceed two days for any one illness).
5. To supplement Worker's Compensation payment as follows:
 - a) A Captain, Command Officer, and Dispatch Supervisor off work due to an injury or illness deemed compensable by Worker's Compensation shall be paid by the Charter Township of Bloomfield his regular straight time wage at the time injured. Payment of the regular wage rate shall continue until the Captain, Command Officer, and Dispatch Supervisor return 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 Captain, Command Officer, and Dispatch Supervisor must forward the Worker's Compensation check to the Charter Township of Bloomfield.
 - b) A Captain, Command Officer, and Dispatch Supervisor still unable to return to work and who continues to receive payments under the provisions of the Worker's Compensation Act after exhausting payments by the Charter Township of Bloomfield described in Item 5a above, shall receive the Worker's Compensation payments plus disability payment, not to exceed 66.66% base pay.
 - c) A Captain, Command Officer, and Dispatch Supervisor off work due to an injury or an 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 receives payment from the Charter Township of Bloomfield under Item 5a above (not to include Disability Payment).

- d) If payments from Worker's Compensation Insurance and the Social Security Administration do not total 66.66% of the Command Officer's regular straight time wages, the Captain, Command Officer, and Dispatch Supervisor should apply to the Township's provider for long-term disability payments. Payments from the provider will be 66.66% of regular straight time wages, less any amounts received from Worker's Compensation Insurance and Social Security.
- e) Any amounts payable to a Captain, Command Officer, and Dispatch Supervisor under Item 5a above, shall be reduced by an amount equal to any benefits received under the provisions of the Charter Township of Bloomfield Captain, Command Officer, and Dispatch Supervisor'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 the Charter Township of Bloomfield Command Officer's retirement system benefits and payments from the Charter Township of Bloomfield total more than the Captain, Command Officer, and Dispatch Supervisor's straight time wages at the time of injury or illness.

Section 5 Payment for Unused Accumulated Sick Leave

- A. Payments while still a Charter Township of Captain, Command Officer, and Dispatch Supervisor:
 - 1. The number of unused Sick Leave Days in each Captain, Command Officer, and Dispatch Supervisor's Sick Leave Accumulation shall be recorded as of the last pay check in November of each fiscal year, and each Captain, Command Officer, and Dispatch Supervisor having more than 1,000 hours shall:
 - a) Receive 60% pay, in cash, for Sick Leave in excess of 1,000 hours.
 - b) The annual cash payments will be paid at the rate the Captain, Command Officer, and Dispatch Supervisor is earning at the end of the pay period for the last paycheck in November.

2. The number of unused Sick Leave Days in each Captain, Command Officer, and Dispatch Supervisor's Sick Leave Accumulation shall be recorded as of the last paycheck in November of each fiscal year, and each Command Officer 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 Captain, Command Officer, and Dispatch Supervisor is earning at the end of the pay period for the last paycheck in November.
3. For 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.
4. Payment when separating from the Charter Township of Bloomfield employment for reasons of death or to become a retirement member of one of the Charter Township of Bloomfield's retirement plans:
 - a) A Captain, Command Officer, and Dispatch Supervisor separating from the Charter Township of Bloomfield employment for these reasons shall receive 60% pay of all of his/her unused accumulated Sick Leave.
 - b) Payments shall be made at the rate the Captain, Command Officer, and Dispatch Supervisor is earning at the time of separation.
5. Payment when separating from the Charter Township of Bloomfield for reasons other than Retirement or Death:
 - a) Any Captain, Command Officer, and Dispatch Supervisor separating for these reasons shall

receive 60% pay for his/her unused accumulated Sick Leave in excess of 600 hours.

- b) Payment shall be made at the rate the Captain, Command Officer, and Dispatch Supervisor is earning at the time of separation.

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

- A. Captain, Command Officer, and Dispatch Supervisor on Sick Leave with pay shall continue to accumulate Annual Leave and Sick Leave just as if they were on the job.
- B. If a Captain, Command Officer, and Dispatch Supervisor 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 Captain, Command Officer, and Dispatch Supervisor, 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 Captain, Command Officer, and Dispatch Supervisor's Sick Leave accumulation instead of from his Annual Leave accumulation.
- C. Legal Holidays, which are counted as days off with pay by the Charter Township of Bloomfield, shall not be deducted from a Captain, Command Officer, and Dispatch Supervisor's Sick Leave accumulation when they occur during a period of Sick Leave usage.

Section 7 Captain, Command Officer, and Dispatch Supervisor Leaving the Charter Township of Bloomfield Service and the Effect on his Unused Accumulated Sick Leave

- A. Former Captain, Command Officer, and Dispatch Supervisor who return to the Charter Township of Bloomfield service must start their accumulation of Sick Leave as new Command Officers. However, at such time that their prior Charter Township of Bloomfield service is recognized by the Charter Township of Bloomfield Captain, Command Officer, and Dispatch Supervisor's retirement system, the unpaid Sick Leave Accumulation they had at the time of separation shall be reinstated.

- B. Captain, Command Officer, and Dispatch Supervisor who leave the Charter Township of Bloomfield 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 re-employment by the Charter Township of Bloomfield, have available any unused Sick Leave previously earned; provided, that such re-employment takes place within 90 days after the discharge or release from active duty in the Armed Forces, whichever is later.

Section 8 Sick Time Buffer

- A. Captain, Command Officer, and Dispatch Supervisor are eligible for Sick Time Buffer as described in Bloomfield Township Police Department Policy & Procedure 1.18.

ARTICLE XXI - DEATH LEAVE

Section 1 **Definition of Death Leave**

A. Death Leave is an absence from work for not more than three consecutive working days for which a Captain, Command Officer, and Dispatch Supervisor is paid just as if they were at work, because the reason for the absence is the death of a member of their immediate family or household as described by the following provisions of this plan:

1. The deceased must bear one of the following relationships to the Captain, Command Officer, and Dispatch Supervisor (whether the relationship is natural, adoptive, step or foster in nature):

Spouse	Spouse's grandparent
Child	Brother-In-Law
Parent	Sister-In-Law
Guardian	Son-In-Law
Grandparent	Daughter-In-Law
Brother	Member of the Command Officer's
Sister	household which is his residence at the
Grandchild	time of death
Spouse's Parent	

ARTICLE XXII - COMPENSATORY TIME

Section 1 Granting and Limits

- A. The granting of time off in compensation for overtime work, holiday work, etc., shall be in accordance with Policy & Procedure 1.19. Such Compensatory Time Off can be joined with a Captain, Command Officer, and Dispatch Supervisor's regular day off and the Captain, Command Officer, and Dispatch Supervisor may also join a Compensatory Day Off to the beginning or ending of a vacation.
- B. There shall be no limit on compensatory days used in succession or in conjunction with other scheduled leave days of any kind. This is subject to approval by command.
- C. A Captain, Command Officer, and Dispatch Supervisor can bank up to a total of one hundred and twenty (120) hours of compensatory hours in any fiscal year.
- D. The balance of compensatory time must be brought below 120 hours before any additional compensatory time can be accumulated.
- E. Compensatory time will be removed from the Command Officer's compensatory time balance in the same pay period the time is taken off.
- F. Minimum request two (2) hours.

Section 2 Supplemental Comp Time

- C. All Command Officers, and Dispatch Supervisors shall be credited 24 hours in their leave bank on April 1 of each year. Captains do not receive supplemental comp time. These 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 XXIII - EMERGENCY CALL-IN

Section 1 **Defined**

- A. At least three hours of work or three hours of pay shall be given to any Command Officer or Dispatch Supervisor who is called back to work after completion of their 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 they leave their home (relative to Charter Township of Bloomfield business) until the time they return home.

- B. Captains do not receive Emergency Call In Time.

ARTICLE XXIV - DISABILITY BENEFITS

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

- A. Command Officers on short-term disability benefits will receive 70% of their weekly basic earnings up to a maximum benefit of \$1,500 per week, and Command Officers on long-term disability benefits will receive 66.6667% of their monthly basic earnings up to a maximum benefit of \$6,000 per month, and these provisions will be incorporated in the Certificate of Coverage provided by the insurance carrier.

- B. For Captains and Dispatch Supervisor, 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 up 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:
 - i. The date the injury occurs for disability due to an injury; or
 - ii. 7 days for disability due to a sickness; or
 - iii. 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 Captains and Dispatch Supervisor, the Township will provide Long Term Disability. The long-term disability benefits will be 66.6667% of their monthly basic earnings up to a maximum of \$4,000 per month.
 - 1. The benefit includes an elimination period. The elimination period is the later of:

- i. 180 days; or
 - ii. 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. Captains and Dispatch Supervisor are excluded from this benefit.

B. 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 the date of disablement. Captains and Dispatch Supervisor are excluded from this benefit.

C. Disabled Defined

1. For the purpose of calculating the retirement benefit, a Command Officer will be considered disabled only if because of injury or sickness they are 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.
 - a. The determination of whether a Command Officer meets the definition of disability will be made by a doctor selected by the employer and a doctor selected by the Command Officer. If the doctors do not agree, a third doctor shall be selected by the employer's doctor and Command Officer's doctor. The third doctor will then make the determination of whether the Command Officer meets the definition of disability. The third doctor will be paid for by the Command Officer.

D. Additional Benefits

1. Command Officers on 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. In order to be eligible for reinstatement, a Command Officer must be certified as fit for duty by a doctor selected by the Employer.
2. A Command Officer on non-duty disability leave shall receive full medical, dental and optical benefits for a period of thirty (30) months from the date of disablement.
3. A Command Officer on duty disability shall receive full medical, dental and optical benefits beginning at the date of injury for a period of fifty four (54) months or until the Command Officer has health insurance; including medical, dental and optical coverage from another job, through his/her spouse or health insurance; including medical, dental and optical coverage from some other source, whichever occurs first.

4. Non-Duty Disability for Captains and Dispatch Supervisor
 - a. 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.
 - b. If an employee has not been separated under Section 2 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.

E. 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 Captains and Dispatch Supervisor.

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 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.

ARTICLE XXV - PROMOTION

Section 1 **Promotions to the Rank of Lieutenant**

- A. The Chief of Police shall fill full time appointments to the rank of Lieutenant, with a Sergeant he/she believes to be best qualified for the position.

ARTICLE XXVI - RESIDENCY

Section 1 **Oakland County or Adjacent Counties**

- A. All Captain, Command Officers and Dispatch Supervisor must reside in Oakland County or within any county adjacent thereto.

**ARTICLE XXVII - APPENDIX "1" RELATION TO COLLECTIVE
BARGAINING AGREEMENT**

Section 1 Explanation

- A. The foregoing "Appendix 1", designated as "Salary and Benefits Agreement" is a part of the Collective Bargaining Agreement dated May 24, 2011 between the Charter Township of Bloomfield and the Bloomfield Township Police Department Command Officers (Police Officer Labor Council). The agreed-upon salaries and benefits shall prevail for a period from April 1, 2020 through March 31, 2026.

ARTICLE XXVIII – SHIFT PATTERNS FOR COMMAND OFFICER

Section 1: 12-Hour Work Shifts

- A. 12-Hour Work Shifts, Work Cycle (Pay Period). The Township road patrol shall be scheduled to work a 12-hour shift pattern. 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.

Road patrol officers 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. 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 (pay period) by giving POLC thirty (30) days' notice of the change.

Section 2: 10-Hour Work Shifts

- A. 10- Hour Work Shifts, Work Cycle (Pay Period). 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.
- a) Captains, Command Officers and Dispatch Supervisors assigned to a 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.
 - b) 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 Command Unit thirty (30) days notice of the change.

ARTICLE XXIX – PERSONAL USE OF TOWNSHIP VEHICLE

Section1:

Captains are subject to being on call and are expected to do after-hours work-related activities. As part of their total compensation package, Captains are afforded a Township vehicle to use, statewide, for their own personal use and enjoyment outside of working hours.

ARTICLE XXX - FMLA

The Township of Bloomfield and the Police Officers Labor Council (Command Unit) 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 and 40 hours of sick time in their sick bank) pursuant to Policy & Procedure 1.18.

**ARTICLE XXXI - 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 XXXII - JUDICIAL REVIEW

If any article or section of this Agreement, or any supplement or contract herein referred to, is revised or held invalid by the operation of law or by any tribunal, the remainder of this agreement and supplements or contracts herein referred to shall not be invalidated.

ARTICLE XXXIII - 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 XVIII: 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 XVIII 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 XVIII 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 XVIII: Medical, Prescription, Dental, and Vision Insurance. Under this example, the plan the

April 1, 2020 to March 31, 2026
Signature Copy

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 XVIII 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 XVIII 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 XVIII: Medical, Prescription, Dental and Vision Insurance, Section 2, Retiree Healthcare.

In witness whereof the parties hereto have set their hand this 1st day of April, A.D., 2020.

FOR THE ASSOCIATION

8-17-20
Paul Burr
President

8-17-20
Kit Dudd
Vice President

Bhet Kulesza
Representative of The Police
Officers Labor Council

FOR THE CHARTER TOWNSHIP OF
BLOOMFIELD

Leo Savoie

Leo Savoie
Janet Roncelli

Brian Kepes
Brian Kepes

APPENDIX “1” SALARY AND BENEFITS AGREEMENT

SALARIES

Section 1. Annual Salary

Classification

	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>
Dispatch Supervisor	\$63,000	\$65,000	\$67,000
Sergeant	\$92,680.09	\$94,533.70	\$96,897.04
Lieutenant	\$98,772.57	\$100,748.02	\$103,266.72
Captain	\$115,864.51	\$118,181.80	\$121,136.34
	<u>April 1, 2023</u>	<u>April 1, 2024</u>	<u>April 1, 2025</u>
Dispatch Supervisor	\$69,000	\$71,000	\$74,000
Sergeant	\$98,834.98	\$101,552.94	\$104,345.65
Lieutenant	\$105,332.05	\$108,228.68	\$111,204.96
Captain	\$123,559.07	\$126,956.94	\$130,448.26