

AGREEMENT
BETWEEN
VILLAGE OF FRANKLIN
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2022 through December 31, 2024

VILLAGE OF FRANKLIN
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PREAMBLE

Agreement between the Village of Franklin, a Michigan Municipal Corporation (herein "Employer" or "Village"), and the Police Officers Association of Michigan (herein "Union").

ARTICLE I
AGREEMENT SCOPE

1.1: Employees Covered. The Village of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for all police officers (full-time). Officers shall refer to General order 14-003 for an outline of their duties and responsibilities.

1.2: Persons not covered. This Agreement does not apply to any person employed by Employer as a part-time employee, volunteer, Sergeant, Lieutenant or to any other person not covered by Paragraph 1.

ARTICLE II
UNION STATUS

2.1: Checkoff. During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the periodic dues required by the Constitution and Bylaws of the Union from the pay of each employee who executes an authorization for payroll deduction form. The amounts to be deducted shall be certified to the Union by the Employer.

ARTICLE III
REPRESENTATION

3.1: Stewards. The bargaining unit shall be entitled to two unit officers who shall function as steward, each of whom must be a non-probationary employee. The names of employees selected as steward shall be forwarded to the Employer in writing.

3.2: Union Business. Stewards will be permitted reasonable time off to function in the grievance procedure when required, and to investigate grievances in their area of representation. Before taking such time off, the steward must obtain permission from his/her supervisor to leave his/her duty station for such activity. Pay for such time shall be at the employees' regular rate of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) steward per shift shall receive pay for such activity during any workday. Duty station is defined as the geographical boundaries of Franklin Village and the Village of Bingham Farms, as to Bingham Farms, only for so long as Franklin Village continues to provide police services to Bingham Farms.

3.3: Union Bulletin Board. The Employer will make a bulletin board area available for use of the employees and the Union for the purposes of posting notices of Union activities and other official announcements. Said bulletin board shall not be used for any personal employee use.

ARTICLE IV
SENIORITY

4.1: Probationary Period. Any employee hired after the effective date of this Agreement will be on probation until they have worked for a period of one (1) year in a position covered by this Agreement. Following their initial employment by the Employer, they will have no rights under the grievance procedure with respect to such termination. Upon successful completion of the probationary period, said employee's seniority will be made retroactive to date of hire. Time lost from work shall be discounted from the applicable one-year period. Time served in a part-time status does not count towards the employee's seniority or have any impact on the "one year" probationary period to be served as a full-time officer.

4.2: Seniority.

- A. Acquisition of seniority by probationary employees is governed by Section 1 of this Article.
- B. Non-probationary employees will accrue seniority:
 - 1. While actively at work.
 - 2. While on holiday or vacation.
 - 3. For that part of any leave for military service preceding any voluntary extension of such service, so long as they comply with the conditions of such leave and has a statutory right to re-employment.
 - 4. Subject to Section 3 of this Article, for the duration of any leave for illness or disability, so long as they comply with the conditions of such leave.
 - 5. Subject to Section 3 of this Article, while on layoff.
- C. Non-probationary employees will not accrue seniority:
 - 1. On leave of absence other than one specified in Section 2, paragraph 2.2 of this Article.
 - 2. This section does not apply to official assignments to task forces that are approved by the employer.
- D. An employee demoted to Police Officer from the bargaining unit representing sergeants and lieutenants shall return to this unit and be accorded seniority based on their employment in both units.

4.3: Loss of seniority. Non-probationary employees shall lose seniority and be terminated by:

- A. Resignation;
- B. Retirement;
- C. Discharge unless voluntarily adjusted by the Employer or vacated by a valid Arbitration Award either accepted by the Employer or judicially confirmed;
- D. Layoff for a period of two (2) continuous years or length of seniority whichever is less;
- E. Absence from work more than (2) consecutive assigned work days without notifying the Employer in advance and without providing a reasonable and valid excuse;
- F. Failure to report for work on schedule from a vacation, leave of absence, layoff or disciplinary suspension without notifying the Employer in advance and without providing a reasonable and valid excuse.
- G. Absence for one (1) consecutive year or length of seniority, whichever is less, for 1) an illness or 2) an off-duty related disability from the actual date of illness or injury;
- H. Subject to law, voluntary extension of military record.

4.4: Layoff and Recall.

- A. Any layoff of any employee will be in reverse seniority order within job classification, subject to the ability of each senior employee to satisfactorily perform the remaining available work. The Employer will recall laid off employees by order of seniority to the ability of the employee to do the work available.
- B. Seniority employees will be given two (2) weeks' notice in advance of layoff.

- C. Bargaining unit layoffs will occur in the following order:
 - 1. Part-time and temporary employees
 - 2. Probationary employees
 - 3. Seniority employees

- D. Recall notices shall be by certified mail, return receipt requested to the employee's last known address as indicated in the employee's personnel file. It shall be the responsibility of the employee to keep his address current.

- E. The employee shall notify the Village within five (5) days from proof of delivery of their intent to accept the recall. Failure on part of the employee to timely notify the Village shall be deemed a resignation. Proof of inability to serve due to the employee's failure to comply with Section D, above, shall constitute proof of service or delivery and shall commence the running of the five (5) day period.

ARTICLE V
DISCIPLINE AND DISCHARGE

- 5.1: A. Exclusive of probationary employees whose terms of employment are covered by Article IV, Section 1, the Employer will discharge or discipline an employee for just cause and in the event of discipline or discharge the Employer will state the reason for discipline or discharge to the employee in writing and transmit a copy of such statement to the steward within 48 hours thereafter. The employer may, in its sole discretion, determine that discipline of less than the two (2) week suspension or termination is warranted in a particular case. However, it is understood that any such employer determination shall have no precedent setting effect to any other disciplinary matter.

- B. A probationary period will be determined by the Employer if an officer is found in violation of

policies, rules or procedures. A second or subsequent violation which may occur during that probationary period from the first violation will result in a much more severe punishment, as determined by the Employer.

- C. Discipline shall be applied in a progressive manner beginning with verbal counseling. Discipline can/may escalate in severity depending on circumstances. For example, an egregious act of misconduct may proceed right to suspension or termination, without having to utilize "progressive discipline."
- D. Any unit employee against whom a felony warrant is issued shall be suspended without pay during the pendency of any and all actions arising out of said warrant. At the conclusion of the Village's internal investigation the employee could be terminated from employment.

5.2: Disciplinary Investigation. Seniority employees will not be questioned concerning an investigation of disciplinary action until the arrival of a steward in the event they request the opportunity to have a union representative present during such questioning.

ARTICLE VI
WORK OR BUSINESS INTERRUPTION

6.1: Strike, etc. Neither the Union nor any employee will instigate, encourage or engage in any strike, work stoppage, work interruption or other activity which would violate Act 336 of the Public Acts of 1947 as amended. Further, the Employer will not engage in any lockout during the period of the agreement.

6.2: Union Obligation and Liability. In the event of any violation of Section 1, above, the Union will immediately, on Employers request:

- A. Declare by whatever means Employer may reasonably request that such action is unauthorized and in violation of this Agreement.

- B. Order each employee to return to work or otherwise cease such violation.
- C. Take such steps as are available to it under its Constitution and Bylaws to enforce compliance with Section 1, above.

If the Union complies with these obligations, it will not be liable for any violation of Section 1, above, which it did not authorize.

6.3: Employee Liability. Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge, as it in its sole discretion may decide, any employee who violates section 1, above, and neither the Union nor employee will question that right. However, the issue of fact whether a particular employee violated such paragraph will be subject to the grievance procedure.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1: A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

7.2: If any grievance arises during the term of this Agreement, such grievance shall be submitted to the following grievance procedure.

Step One. Any employee may present the grievance orally to his/her supervisor. The employee's steward shall be in attendance if the employee so requests, but shall be notified prior to any resolution taking effect under this step. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step 2.

Step Two. If the grievance is not resolved in Step 1, the employee or the Union on his/her behalf, may reduce the grievance to writing on the mutually accepted grievance form and present the grievance to the Chief of Police, or his/her designated representative, for a written answer. The written grievance shall be filed within ten (10) working days of the alleged violation. It shall name the employee(s) involved, shall state the

facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Chief of Police, or his designated representative, shall give the employee an answer in writing not later than ten (10) working days after receipt of the written grievance.

Step Three. If grievance is not disposed of or resolved in Step Two, it shall be forwarded to the Village Administrator and/or Village President or his/her designated representative within ten (10) days of reply in Step Two. The Village Administrator and/or Village President or his designated representative shall meet with a Union representative (steward) within ten (10) days of receipt of grievance to discuss same and shall answer the grievance in writing within ten (10) days of the meeting.

7.3: Arbitration. In the event the grievance is not disposed of or resolved, to the satisfaction of the Union, in Step Three, the parties shall meet within five (5) days after receipt by the Union of the Employer's step three answer in an attempt to mutually select an arbitrator. In the event of no mutual selection the Union may thereafter request arbitration by written notice to the American Arbitration Association, with a copy of notice to the Employer. A request for arbitration shall be made within fifteen (15) days of receiving the answer to the grievance in step three.

7.4: Pre-Arbitration Meeting. Upon request of either party, a meeting shall be held prior to the commencement of any arbitration proceeding in a final attempt to resolve the pending issue. The Village Administrator and/or Village President and a Police Officers Association of Michigan Business Agent shall be in attendance at such meeting.

7.5: Arbitrator's Function and Authority. It shall be the function of the Arbitrator, and they shall be empowered, except as their powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. They shall have no power to:

- A. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
- B. Establish salary scales or change any salary;
- C. Substitute his/her discretion or judgment for the Employer's judgment or discretion with respect to any matter this Agreement consigns or reserves to the Employers discretion or judgment;
- D. Interpret and set policy, practice or rule, except as necessary in interpreting or applying this Agreement;
- E. Formulate or add any new policy or rule;
- F. Establish or change any classification.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability, but shall limit the hearing to the issue of arbitrability solely upon mutual agreement of the parties. In the event that a case is appealed to an arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of this authority as set forth above. It shall be final and binding on the Union, its members, the Employer or employees involved.

The fees and expenses of the arbitrator shall be shared equally by the Village and the Union. All other expenses shall be borne by the party incurring them.

7.6: Claims for back pay. All grievances must be filed in writing within ten (10) days from the time the alleged violation occurred or became known. The Village shall not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed, exclusive of overtime payment grievances which shall be limited to the bi-monthly payroll period involved.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have

received from any source during the period of the back pay.

- B. No decision in any one case shall require a retroactive wage adjustment in any other case.

7.7: At the time of the arbitration hearing, both the Village and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expense of the witnesses that they may call. Upon request of either the Village or the Union, or the arbitrator, a transcript of the hearing shall be made and furnished to the arbitrator with the Village and the Union having the opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the Village and the Union a reasonable opportunity to furnish briefs. The arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

7.8: Any agreement reached between Employer and the Union representative(s) is binding on all employees affected and cannot be changed by any individual. Further, no employee or group of employees will have the right to initiate an arbitration proceeding.

7.9: All grievances must be filed in writing within ten (10) days from the time the alleged violation occurred or became known to the grievant, or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Union within the time limit in that step, shall be deemed abandoned. If the Village does not answer a grievance within the time limits prescribed in this Article the grievance will be considered automatically referred to the next step of the grievance procedure. Time limits may be mutually extended by the Village and the Union in writing.

ARTICLE VIII
MANAGEMENT RIGHTS

The Employer on its own behalf and on behalf of its electors hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of

Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by municipalities, except such as are specifically relinquished herein, reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and lay off employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and determine the number of employees assigned to operation; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions; (I) to determine the qualifications and competency of employees to perform the available work; (j) to establish, change, combine or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Except as specifically abridged in this Agreement, all of the rights, powers and authority the Employer has prior to the signing of this agreement are retained by the Employer and remain within the rights of the Employer, provided however that no management right shall be exercised in violation of any of the specific terms of this Agreement.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Employer policy, the operation of the Employer and the direction of the employees are vested exclusively in the Employer or in its designated representatives when so delegated by the Employer. The exercise of judgment and discretion by the employer and its administrators not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE IX
MISCELLANEOUS

9.1: Meeting. The employer and Union will confer at such reasonable times as either party may request to consider problems or, consistent with the requirements and limitations of Section 2 of this Article, any proposal for the amendment or supplement of this Agreement. So far as reasonably practicable, every such meeting will be held outside the steward's scheduled work time, unless approved by the Chief of Police. The party requesting the meeting will notify the other party by advance writing of each subject it proposes to discuss.

9.2: Amendment. In reaching this Agreement, Employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplementation will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

9.3: Seniority employees have the right to examine their own individual personnel file upon reasonable notice given to the Chief of Police. Disciplinary action entered in said employee's file shall be read and/or acknowledged by signature of the employee. Refusal by the employee to cooperate shall constitute acknowledgment.

9.4: It is understood that nothing contained in this Agreement has application to individuals serving as volunteer police officers or part-time police officers, except where specifically provided within this Agreement.

ARTICLE X
SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any such tribunal, the remainder of the Agreement and supplement shall not be affected thereby, and the parties shall enter into immediate

collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XI
EMPLOYEE TRAINING AND DEVELOPMENT

11.1: The Employer may at its option send its employees to police school and/or seminars where they will obtain training appropriate to their employment with the Employer. Such schooling will be scheduled and determined by the Employer.

11.2: Tuition Payment. The Employer will reimburse employees for tuition for all criminal justice work and other course work appropriate to their employment with Employer under the following circumstances:

- A. The course and the school giving it are approved in advance by the Police Chief in writing.
- B. The employee successfully completes the course work with minimum grade of C or satisfactory. Upon presentation of proof of successful completion, the Village will reimburse the officer for book and/or lab fees specifically required by said course.
- C. The Employer must have funds available for such reimbursement and the course must be approved in advance by the Village Council. Village Council shall have the sole authority to determine whether funds are available and also whether the course is necessary and appropriate.
- D. The officer will reimburse the Employer for tuition at the end of each semester which is not successfully completed by the officer in accordance with (B) above.
- E. The above is the procedure relative to tuition for training and development not covered by Federal Government program and procedure.

11.3: Work hours. If any employee is required by the Employer to attend in-service training, seminars or school during any regularly scheduled workday, all time spent in attendance at such

training or school shall be considered as time worked on that day provided, however, that no employee shall be entitled to more than eight (8) hours work credit for the attendance at any such training or school program on any one calendar day.

ARTICLE XII
SCHEDULING

12.1: Shift Seniority. All positions will be filled by seniority preference with the exception of the detective position, task force positions, or any officer at rank of sergeant or higher.

12.2: Shift preference will be allowed by seniority and hours of work for the patrol officers shall be as follows:

- A. Only those officers assigned to regular patrol work are included in this program.
- B. All officers assigned to the patrol bureau will work a twelve (12) hour a day work schedule.
- C. The schedule will be a twenty-eight (28) day cycle as per schedule attached to this article.
- D. The hours of work shall be 6AM-6PM and 7AM-7PM for days and 6PM-6AM and 7PM-7AM for nights. There shall be 2-day platoons (A&B) and 2-night platoons (A&B). When platoon A is working, platoon B is off, and vice-versa. At no time can both officers on a platoon request a PLD on the same day.
- E. Officers shall bid for shifts and platoons based upon seniority. Shift and platoon bids will be on a bi-annual basis prior to January 1st and July 1st of each year. At no time will any employee be allowed to work 16 consecutive hours, unless approved by a supervisor. The patrol sergeant position must bid a night shift regardless of seniority.
- F. All hours worked (other than scheduled hours), excess of a scheduled twelve (12) hour day, or eighty (80) hours in a pay period, shall be paid at the rate of one and one half times the officers hourly rate (time and a half).

- G. The Employer shall retain the right to modify (1) one officer's schedule on each shift (days and midnights), in reverse seniority order for a period of 2 consecutive months, for the purpose of an FTO program. After such time, the junior officer displaced shall be placed back onto his/her shift.
- H. Training on a Scheduled Work Day:
1. Any scheduled training of eight hours or more constitutes a 12-hour day worked. Officers attending scheduled training less than eight hours will report to the chief of police for assignment for the remaining work hours of their shift.
 2. The Employer reserves the right, for purposes of training, to send any officer to training for two or more consecutive days or to one training block or regarding one subject matter. If the training falls on the officer's leave day, the officer may accumulate comp time (hour for hour only) for the training on leave days. (e.g. if the training on a leave day is an 8 hour block, the officer shall accumulate 8 hours of comp time) The comp time may be used in accordance with the collective bargaining agreement. If the officer attends a one-day session that falls on the officers leave day the officer may opt for overtime instead of comp-time.
 3. The Chief of Police will attempt to provide a 21-day notice advising the officer of training.

12.3: Two bump dates (January 1st and July 1st of each year) will allow all officers with the exception of the detective position and task force personnel to change their work/shift schedule. Requests for shift change must be submitted 30 days prior to the bump date. If leave days or work hours are changed for more than two consecutive weeks, officers would be afforded the opportunity to bump at any time to any other position that his/her seniority would hold. This excludes training and changes to accommodate the employee. The 28-day schedule will be used to assign workload.

12.4: Procedures outlined in this Section will not take priority over work scheduling changes outlined in Section 22.5.

12.5: All officers will be required to work at least one (1) six month shift period on day shift, and one (1) on night shift during the duration of the contract. Officers will be allowed to bid for which shifts during the contract period that they wish to work in order to fulfill these requirements. See Appendix D for an example chart of possible shift schedules.

ARTICLE XIII
TRADING OF DAYS

13.1: Officers may, no more than twice per month, trade work days, providing that the trade does not involve overtime or overlapping shifts, and it is approved three working days in advance by the Chief of Police.

ARTICLE XIV
ILLNESS AND INJURY

14.1: Sick leave days shall be earned by employees at the rate of eight hours (8) per month with a right to accumulate days until a maximum of eight hundred (800) hours is reached.

14.2: Employees will be compensated when absent from work by reason of illness in accord with sick days earned by the specific officer. In the event of long term disability (not arising out of and in the course of employment) employees, after exhaustion of sick days, shall be compensated pursuant to long term disability insurance provided by the Employer. Upon Employer's request, medical proof of incapacity shall be furnished for absences of two (2) days duration or longer. Excessive use of sick time shall be subject to review and any abuses found shall be subject to medical review and/or disciplinary action.

14.3: Disability Injury Arising out of Course of Employment. Any employee who, out of the course of his/her employment, sustains a disabling injury or illness which is medically verified and meets the requirements for compensation under the Michigan Workers Compensation Act shall not be required to utilize accumulated sick

days for the seven day waiting period required by the Michigan Workers Compensation Act. Any payments under the Workers Compensation Act which duplicate payments made by the Employer will be refunded to the Employer.

In the event that the claim of injury or illness does not qualify under the Michigan Workers Compensation Act, the employee shall receive full compensation in accordance with sick days earned by the employee. Thereafter, the employee shall be compensated pursuant to the provisions of the long-term disability insurance policy, which the Employer maintains on behalf of its employees through the carrier of its choice. In the case of dual payment, Michigan Workers Compensation and long-term Disability insurance, the disability compensation shall be offset by the amount of payment received by the employee, pursuant to the Michigan Workers Compensation Act. Disability extended beyond the coverage of the long term disability insurance policy shall be limited solely to workers compensation payment, if any.

14.4: Sick days should be used for personal illness, the illness of a dependent or family member, or for doctor, dental and related appointments, or for extended leave (see Section 8.6). Employees shall provide their department head with as much notice as possible if they cannot report to work. Absences two (2) days or longer in duration require a doctor's note.

14.5: Sick Time Payout. Once an officer accumulates 800 hours, the Employer will compensate the officer for one-half (2) of all unused sick days that exceed 800 hours for that year. Compensation at the rate of pay prevailing at the end of the previous year will be made in a separate check the first full pay period in February of each year, which is normally the second pay date of the month.

14.6: Upon retirement, the Employer will compensate the officer for one quarter (1/4) of all accumulated sick hours that the officer has in his/her sick bank. This payment will be made at the prevailing rate of pay at retirement. The payment will be made within forty-five (45) days after retirement.

ARTICLE XV
INSURANCE

15.1: Health Insurance. The parties agree that the provision of health insurance is governed by the Publicly Funded Health

Insurance Contribution Act, being MCL 15.561, *et seq.*, and the Employer has the right to make the elections and allocations allowed in that Act. The Employer shall maintain a comparable network to BCBSM Community Blue (ie: PPOM network), as follows:

- A. The medical plan carrier and benefits will not be changed without prior approval of the FPOA and POAM. The Employer shall pay the premium for the health insurance, as further outlined in paragraph D below.
- B. Description of health care benefits is contained herein as Appendix A.
- C. Employees opting out of the Employer sponsored health insurance plan shall receive \$3,500.00 annually for non-participation in the plan. The \$3,500.00 stipend shall be pro-rated to the employee's anniversary date and then paid quarterly on the first full pay period of January, April, July and October. The first full pay period will normally be the second pay day of the month. See Village of Franklin Personnel Policy Manual, section 9.10, for further details.
- D. Officers shall pay 12% of the cost of health care benefits, while the Village of Franklin will be responsible for 88% of those costs (88/12 split).

15.2: Life and AD&D Insurance. The Employer shall provide a \$75,000.00 life and AD&D insurance policy through an underwriter of its choice.

15.3: Dental Insurance. See Appendix B.

15.4: Vision Insurance. See Appendix C.

15.5: Retirement Health insurance. Upon retirement, (defined as a full unreduced retirement, as defined by MERS and a minimum of 20 years service) the Employer will continue to make available health insurance (as referenced in Paragraph 15.1 above) for the employee and his/her spouse. The spouse of the retired employee shall be covered by retirement health insurance only if such spouse is married to the retired employee as of the date of retirement of said retired employee and continues to remain married to the retired employee during the time of eligibility for health

benefits. The benefit level will be the same as provided to its active union employees. In the event the police department dissolves or disbands, the retiree benefit level will be maintained at the level of the last collective bargaining agreement negotiated, and the premium will be paid by the Employer in accordance with Section 15.1 above. Should the retired employee become eligible for health insurance coverage from another employer or another source, the retired employee must accept such alternative coverage and Employer's retirement health insurance coverage responsibility will cease. However, if the retired employee's eligibility for alternative health insurance coverage ceases, the retiree will be reinstated as provided above under the Employer's then current coverage for then-active employees, with the premium paid by Employer.

Should the retired employee predecease his/her spouse, the surviving spouse will continue to receive the same benefits. However, such surviving spouse shall only receive such health insurance benefits if married to the retired employee as of the date of retirement and the date of death of the retired employee. This benefit will cease in the event that the surviving spouse remarries, becomes divorced from the retired employee, gains employment with available health insurance coverage, or receives health insurance coverage from any other source. All retirees and their spouses must make application for, and enroll in Medicare coverage. The Employer-paid health insurance will remain in effect until each of the retiree and/or his/her spouse reaches the eligibility age of Medicare. The Employer's obligation for health care coverage for the retiree ends when the retiree becomes eligible for Medicare. Employer's obligation for health coverage for the retiree's eligible spouse ends when such spouse becomes eligible for Medicare.

ARTICLE XVI

RETIREMENT BENEFITS

16.1: The Employer agrees to register and participate in Public Act 88 for the purposes of fulfilling retirement eligibility utilizing prior years of service from other municipalities.

16.2: All officers will be eligible to vest a retirement with ten (10) years of service with the Village as defined by MERS.

16.3: The Employer will cover all employees hired after September 30, 2009 under the Michigan Municipals Employees

Retirement System Contribution Program B-2 (2.0% multiplier), Fac-5, F-50 (retirement at age 50, with 25 years service). The employee contribution under this plan will be 5.0%.

ARTICLE XVII
HOLIDAY ALLOWANCE

17.1: Each employee shall be entitled to the following holidays: New Years Day, Martin Luther King Jr. Day, Easter, Law Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, and employee's Birthday.

17.2: Because the Employer's full-time operation is essential to the health, welfare and safety of the citizens of the Village of Franklin, employees will not be excused from work on the holidays designated above, but when required to work will be compensated in accordance with Section 3, below.

17.3: The policy for payment of contractually approved holidays for police personnel is as follows:

When an approved holiday is worked, the officer will be compensated at 1 1/2 times his/her normal rate of pay for each hour worked.

A lump sum payment will be paid to all officers, at the straight time rate, for all holidays enumerated in Section 1. Payment will be made on a separate check the first full pay period in November, which is normally the second pay date of the month.

ARTICLE XVIII
VACATIONS

18.1: Employees will receive vacation as follows:

- A. Upon completion of 6 months: 40 hours
- B. Upon completion of 2 years: 40 hours
- C. Upon completion of 3 years: 80 hours
- D. Upon completion of 4 years: 80 hours
- E. Upon completion of 5 years: 120 hours
- F. Upon completion of 6 years: 120 hours
- G. Upon completion of 7 years: 160 hours
- H. Upon completion of 8 years: 168 hours
- I. Upon completion of any additional years of service:
168 hours for each year.

18.2: Consumption of Vacation Time. The vacation period will be the twelve months following the employee's seniority date. Any vacation time that exceeds 168 hours can be sold back to the Employer at a maximum of 80 hours of accrued vacation days per calendar year. The days will be converted to cash, deducted from the officer's vacation bank and paid at the regular compensation rate at the end of his/her seniority year.

18.3: The criteria for selection of vacations shall be rank, then time in rank and in cases where these factors are equal, by seniority with Employer.

18.4: If an employee is sick or disabled immediately prior to his/her vacation, and the employee provided medical proof of such illness or disability, the vacation shall be rescheduled to a date that is mutually acceptable to the employee and the Chief of Police.

18.5: Vacations shall be divided into winter and summer vacations (summer is May 1 through October 31, and winter is November 1 through April 30). Summer vacations must be submitted for approval by April 1 and winter vacations by October 1. Vacation requests must be a minimum of one week (3 working days) to a maximum of 4 weeks. Summer vacations shall be approved/disapproved not later than April 14 and winter vacations not later than October 14.

18.6: Other vacation requests may be submitted during the year, but are subject to availability and approval of the Chief of Police.

18.7: Individual vacation days may be taken, provided the employee makes arrangements at the time of the request for another officer to cover his/her shift, subject to the approval of the Chief of Police. If the officer exhausts all efforts to find replacement coverage, the open shift will be assigned by the Chief of Police. Determinations of all vacation requests shall be approved within 14 days of the date the Chief of Police receives the request.

18.8: Personal and Compensatory days must be taken before utilizing individual vacation days.

ARTICLE XIX
UNIFORM ALLOTMENT AND ALLOWANCE

19.1: Uniform Allotment. At the time of employment, the Employer shall furnish each employee with two (2) pairs of uniform trousers, two (2) long sleeve uniform shirts, two (2) short sleeve uniform shirts, one (1) winter jacket, one (1) spring/summer jacket, one (1) rain coat, one (1) garrison cap, two (2) uniform ties, one (1) holster belt, one (1) holster, one (1) handcuff case, one (1) magazine case, one (1) radio holder, two (2) collar pins, one (1) tie clasp, two (2) name tags.

Following the issuance of this uniform clothing and equipment, it shall be maintained, repaired, and replaced as necessary by the employee.

19.2: Uniform Allowance. The Employer shall make available to all full-time police officers a uniform allowance in the amount of \$1,000.00/per officer annually for maintenance, repair and replacement and/or upgrade of his/her uniform clothing and equipment. The annual amount of \$1,000.00 will correspond to the Village's Fiscal Year (July 1 to June 30). The uniform allowance authorized in this section will begin on July 1, 2019.

19.3. The uniform allowance will be in the form of an "on account" system, where designated uniform retail stores will invoice the Village for each item purchased by the employee. Accounts will be established by the Village at major uniform and

equipment stores, such as Nye Uniform, Unitex, Allie Brothers, Huron Valley Guns and Equipment, and other such police retailers.

Items for which the "on account" uniform allowance can be used are as follows:

1. Uniform shirts, long and short sleeve. Both Class A and Class B.
2. Uniform coats, to include:
 - A) Winter coat
 - B) Spring jacket
 - C) Rain coat
3. Uniform pants, both Class A and BDU (511) style.
4. Training shirts with PD badge logo, both long and short sleeve.
5. Training baseball caps with PD logo.
6. Class A garrison hat. To include rain cap.
7. Uniform ties.
8. Uniform shoes and/or boots.
9. Appropriate undershirt garments to be worn with uniform shirts.
10. Appropriate socks to be worn with uniform shoes/boots.
11. Badges.
12. Collar Brass for both uniform shirts and outer jackets/coats.
13. Name Plates.
14. Tactical flashlight.
15. Sam Browne belt, with keepers.
16. Uniform pant belt.
17. Holster for on-duty weapon, both for use on and off duty with duty weapon.
18. Handcuffs and case. Includes Flex Cuffs.
19. Chemical spray holster.
20. Taser holster.
21. Tourniquet holster.
22. For Detective (investigator) position only, business attire (shirt, tie, sports jacket, suit dress slacks).
23. Black turtleneck shirt, or mock turtleneck shirt, for winter uniform.

24. Ballistic vest carrier and attachments to carry authorized police equipment.
25. Winter ski cap with PD patch on same.
26. Orange traffic control vest.
27. Winter gloves and/or duty gloves and/or search gloves.
28. Tie clasp.
29. PREP holder.
30. Earpiece for PREP.
31. Police whistle and chain.
32. Duty bags.
33. Duty knives, for carry while in uniform.
34. Range finder for on duty and training purposes.
35. Other items with prior approval of the Chief of Police.

19.4: The Village will provide a bullet resistant vest to new employees at the time of employment unless the employee (police officer) already has his/her own vest that meets department standards. The bullet resistant vest is required to be worn at all times by uniformed officers while on duty. Exception is for Investigator and the Chief of Police. The Chief may make exceptions for uniformed officers.

ARTICLE XX
PERSONAL LEAVE

20.1: All employees will be granted two (2) personal leave days each year, providing a three (3) day advance notice is given to the Chief of Police. For patrol officers, that equates to 24 hours of personal leave time. For detectives, working eight hour shifts, that equates to 16 hours of personal leave time per year. Personal leave days will be kept in a separate leave bank and will not impact sick time or other leave. Personal leave time will not be considered in yearly sick time pay-out as outlined in Section 14.4.

ARTICLE XXI
BEREAVEMENT LEAVE

21.1: Full-time seniority employees will be eligible for two full days of bereavement leave in the event of death in the immediate family and one full day of bereavement leave of the death of a family member other than immediate family (as defined in Section 21.3), which date shall be the day of the funeral. The employee shall be paid for such leave if absent on a scheduled work day. To be eligible for pay the employee must notify the Chief of Police of the leave and must provide proof of death if requested by the Employer. Additional bereavement leave days may be approved by the Chief of Police in unusual circumstances.

21.2: Immediate family is defined as the employee's current spouse, his/her children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, step sister, step brother, step mother, step father, domestic partners, and parents of domestic partners.

21.3: Other than immediate family is defined as: Grandparents, nieces, nephews, aunts, uncles, cousins, brothers-in-law and sisters-in-law.

ARTICLE XXII
HOURS OF WORK AND OVERTIME

22.1: Normal Workday: Police Officer. A normal workday for a police officer will be twelve (12) consecutive hours, except for two eight (8) hour days per pay period, including a meal period.

Patrol Officers shall report for work in uniform and be prepared for work at the start of their scheduled shift, and remain in uniform through the completion of their scheduled shift. Unless a technical problem has occurred, or for some other valid reason, Patrol Officers will remain signed-on to the patrol car computer system for the duration of their *entire* assigned shift. A minimum of 15 minutes shall be completed to qualify for overtime pay.

22.2: Normal Work schedule: Police Officer. A normal Work schedule for a police officer will consist of 160 hours in 28 days consisting of 12 twelve-hour days and two 8-hour days. The Detective position will be assigned to eight (8) hour shifts, during the normal workweek. Changes to the Detective schedule can only be made by the Chief of Police, and the official hours will generally be 9am - 5pm, Monday through Friday.

22.3: Work Obligation: Employee. Unless they have a reasonable and valid excuse, an employee will work (a) the time assigned to them as a normal workday and workweek, and (b) such reasonable in-service training as Employer may require.

22.4: Equalization of Overtime. This system is an equalization system based on total hours of overtime worked. All overtime offered is at the sole discretion of the Chief of Police. The Chief of Police should ensure all Officers are notified when overtime is posted. Notification can be made in person, by phone or through email. All prescheduled overtime should be posted at least twelve days but no less than 72 hours prior to need. The Prescheduled Overtime Record shall reset to zero accumulated hours for each Officer every fiscal year (July 1st to June 30th).

A. When overtime is posted, Officers should sign their initials on the designated overtime slots they wish to work. At the beginning of the fiscal year, overtime will initially be offered to the most senior Officer, then to the next senior Officer. Overtime then is awarded to the most senior Officer with the least amount of overtime worked. Subsequent overtime slots will again be awarded to the Officer with the lowest total amount of overtime worked (anticipated overtime to be worked shall be included in the total amount of hours). If there are any vacant overtime slots after the posted deadline, the two lowest senior Officers shall alternate the obligation to fill the overtime vacancy. In the instance where an error on the part of

administration is made regarding the overtime work order, the administration shall ensure the Officer aggrieved receives the next available overtime slot regardless of their total number of overtime hours worked.

- B. Emergency overtime is any overtime need which occurs within less than 24 hours of an emergency event or other unforeseen circumstance justifying the immediate need for personnel. In the event emergency overtime is needed, the Chief of Police shall determine how many Officers are required and who is to be contacted. The Chief of Police may also delegate this authority to subordinate personnel in the event of an emergency. Emergency overtime shall not be logged on the Prescheduled Overtime Record.
- C. All Prescheduled Overtime Records shall be retained for a period of one (1) year.

22.5: Work Schedules. The Employer will post a schedule of an employee's work assignment five (5) days in advance of its start. Employer may change an employee's assignment by direct personal notice to the employee not less than forty-eight (48) hours in advance of said change for any reason it considers essential to its operation, and also may change the employee's assignment without advance notice to the employee: (A) in an emergency or circumstances beyond the Employer's control or; (b) when accommodating the particular employee involved.

22.6: Regular Hourly Compensation Rate. An employee's regular hourly compensation rate is defined as annual salary divided by 2080 hours.

22.7: Premium Compensation rate. An employee's compensation for work exceeding his/her normal workday workweek (overtime) will be one and one-half (1-1/2) times his regular hourly compensation rate. Except as required by law, no premium compensation rate will apply to work an employee does under a schedule arranged or rearranged to accommodate the employee.

22.8: Compensation Computation: Pyramiding and Compounding. Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this agreement.

22.9: Compensation Computation: Overtime Work. Compensation for overtime work will be computed in quarter (1/4) hour segments to the nearest (1/4) quarter.

22.10: Call Back.

- A. SUBJECT to Section 4, above, an employee called back to work after completing his/her assigned work and leaving the station will be guaranteed a minimum of three (3) hours pay at the premium compensation rate stated in Section 7, above.
- B. Court Appearances. An off-duty employee who is required to appear in court as a part of his/her employment with Employer will be guaranteed a minimum of three (3) hours pay at the premium compensation rate stated in Section 7, above.

22.11: Payday. Each employee will receive his/her paycheck bi-weekly on Wednesday. The paycheck shall include all overtime earned during the payroll period. The Village has the right to make payment via either direct deposit to the employees accounts or by written paychecks.

ARTICLE XXIII
COMPENSATORY TIME

23.1: An employee will be allowed to earn up to 24 hours of compensatory time in lieu of paid overtime. This time must be taken in hourly increments. The officer must arrange for shift coverage, and all requests are subject to approval by the Chief of Police.

ARTICLE XXIV
MONETARY BENEFITS: PAY FOR TIME WORKED

24.1: Pay Basis. Except as otherwise expressly stated in this Agreement, an employee will be paid only for time actually worked.

24.2: Base Rates of Compensation

January 1, 2022 - December 31, 2022

| | |
|-----------------------|-------------|
| Starting Rate | \$54,627.00 |
| After one (1) year | \$60,318.00 |
| After two (2) years | \$65,049.00 |
| After three (3) years | \$69,779.00 |
| After four (4) years | \$75,136.00 |

January 1, 2023 - December 31, 2023

| | |
|-----------------------|-------------|
| Starting Rate | \$56,812.00 |
| After one (1) year | \$62,731.00 |
| After two (2) years | \$67,651.00 |
| After three (3) years | \$72,570.00 |
| After four (4) years | \$78,141.00 |

January 1, 2024 - December 31, 2024

| | |
|-----------------------|-------------|
| Starting Rate | \$59,084.00 |
| After one (1) year | \$65,240.00 |
| After two (2) years | \$70,357.00 |
| After three (3) years | \$75,473.00 |
| After four (4) years | \$81,267.00 |

Detective Pay is as follows (3% above the top pay of a patrol Officer):

January 1, 2022 - December 31, 2022

\$77,390.00

January 1, 2023 - December 31, 2023

\$80,485.00

January 1, 2024 - December 31, 2024

\$83,705.00

24.3: Longevity Pay.

- A. After 5 years through 9 years \$1800
 After 10 years through 19 years \$2900
 After 20 years and up \$4100

- B. The above described payments shall be made by separate check on the first full pay period in December of each year (normally the second pay date), based on the employee's full year of service as of December 1st of such year.

- C. Any employee hired after September 30, 2009 is not eligible for or entitled to longevity pay.

24.4 Anniversary Benchmark Awards.

- A. After five years of service, \$1,000.00
 After ten years of service, \$1,500.00
- B. After fifteen years of service, \$2,000.00
- C. After twenty years of service, \$2,500.00

- D. The above-described payments shall be made via separate payroll check or direct deposit following the first pay period after the involved Anniversary date.

- E. These Anniversary Benchmark Award payments are one-time payments made after the anniversary has occurred at the 5 year, 10 year, 15 year, and 20 year mark of the employee's service to the Village. In other words, Anniversary Benchmark Awards are in no way considered Longevity pay and will only be paid on designated work anniversary dates listed in paragraphs A - D above.

- F. Anniversary Benchmark Award payments are not retroactive and will only apply to anniversary dates which occur after January 1, 2019.

ARTICLE XXV
PART-TIME POLICE OFFICERS

25.1:

- A. In the event that the Employer employs regular part-time police officers the following agreement shall apply:
1. Regular part time officers will serve a probationary period of one year from the date of hire.
 2. Regular part time officers shall not accrue seniority and will not receive any fringe benefits set forth in this contract.
 3. Regular part time officers will receive an hourly rate determined by the department, which shall not exceed the top hourly rate of full time officers.
 4. All regular part time officer shift coverage will be scheduled and posted prior to the first day of each 28 day cycle.
 5. Regular part time officers may be scheduled for up to fourteen (14) twelve hour shifts in each 28 day cycle. A part time shift will consist of a maximum of twelve consecutive hours. With the exception of:
 - a. Holidays as defined in section 17.1
 - b. Exigent circumstances
 - c. When it is a continuation of the officer's shift allowing him to cover for an officer who is requesting time off
 - d. Extended vacation coverage to accommodate an officer's leave request
 6. The 14, twelve-hour shifts are the maximum amount of shifts to be covered by all part time officers per 28 day cycle.
 7. Regular part time officers may be offered additional work hours over and above those in the posted work schedule up to the maximum set forth in subsection 25.1 (6). After all the full time officers have been offered any open shifts in the 28 day cycle, regular part time officers may be offered such hours.

8. A part time officer shift may consist of up to twelve consecutive hours on a holiday. A part time officer shall receive one and one half times his/her current hourly rate for each hour worked on a holiday.
9. All regular part time officers shall be laid off before any full time officers are laid off.
10. The Village will maintain eleven (11) budgeted full time positions (which includes the Chief of Police). If the number of budgeted full time positions are reduced, all regular part time positions will be eliminated first.

ARTICLE XXVI
EMPLOYEE DRUG TESTING

26.1 Drug Testing.

All employees should read and abide by the Village of Franklin's Drug Free Workplace policies, as outlined in Sections 4.7 and Appendix A of the Personnel Policies Manual. Additionally, employees falling under this contract may be subject to random drug testing at the direction of the Chief of Police. Any costs associated with drug testing will be paid by the Village of Franklin. All drug testing will take place at a certified medical facility, such as Concentra Health Network or similar.

ARTICLE XXVII
DURATION OF AGREEMENT

27.1: Effective Date and Duration. This Agreement will be effective from 12:01 a.m. January 1, 2022, to 12:00 a.m. January 1, 2025, (except where otherwise expressed within this agreement) and from year to year thereafter unless terminated as provided in Section 2 of this Article.

27.2: Termination. This Agreement may be terminated by 12:00 a.m. (Prevailing Franklin Village Time) on January 1, 2025, by written notice from either party delivered to the other at least ninety (90) days prior to that date.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Inclusion of this language is required under Section 15(7) of the Public Employee Relations Act and does not constitute an agreement by the Union to the substantive or procedural content of the language.

27.3: New Agreement Negotiation. If either party terminates this Agreement, both parties will make every reasonable effort to commence bargaining for a new agreement by exchanging written proposals for a new agreement at least sixty (60) days before the termination date of this Agreement. Each party will have the right to add to, subtract from or otherwise change any proposal during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain.

27.4: Continuation. In the event that the Employer and the Union fails to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic item by December 31, 2021, this agreement shall remain in full force and effect until the issues are resolved by negotiation or by "Act 312" Arbitration.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date and year first above written in the Village of Franklin, State of Michigan.

SIGNATURE PAGE:



POAM Agent



Officer Justin Wells,
FPOA President



Mr. Roger Fraser,
Franklin Village Administrator



Mr. William Lamott,
Franklin Village Council President