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12/31/99

AGREEMENT  
BETWEEN  
THE  
CHARTER TOWNSHIP OF WATERFORD  
AND THE  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

*Waterford Township*

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AGREEMENT

THIS AGREEMENT, is to be effective this 1ST DAY OF JANUARY, 1997 between the TOWNSHIP OF WATERFORD (hereinafter referred to as the "Employer" or "Township"), and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM), a labor organization under the laws of the State of Michigan (hereinafter referred to as the "Association or Employee").

ARTICLE I  
PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Township of Waterford in its capacity as an Employer, the Employees, the Association and the People of the TOWNSHIP OF WATERFORD.

1.2: The parties recognize that the interest of the community and job security of the Employees depend upon the Employer's success in establishing proper service to the Community.

1.3: To these ends the Employer and the Association encourages to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all Employees.

ARTICLE II  
ASSOCIATION RECOGNITION

2.1: Pursuant to and in accordance with all applicable provisions of Act 336 of Public Acts of 1947, as amended by Act 379 of the Public Act of 1965, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of all sergeants/detectives and lieutenants.

ARTICLE III  
MANAGEMENT RIGHTS

3.1: The Township retains the right to operate and manage its affairs in all respects in accordance with its responsibilities. The Township has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement, including the right to (a) hire, assign, transfer and promote Employees to positions within the

agency; (b) suspend, demote, discharge or take other disciplinary action against Employees for just cause; (c) relieve Employees from duties because of lack of work or lack of funds; (d) determine the methods, means and personnel necessary for departmental operations; (e) control the departmental budget; (f) take whatever actions are necessary in situations of emergency to perform the functions of the department.

3.2: The Township has the exclusive right to establish reasonable work rules, determine reasonable schedules of work, and determine and establish methods, processes and work standards. The Township also reserves the right to make work assignments in emergency situations, any provisions herein to the contrary notwithstanding.

3.3: The Township has the right to schedule overtime work as required and consistent with the provision set forth in Article XVII.

3.4: The Township reserves the right to classify positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities. The Township has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an Employee considers that these principles are not being observed, he may seek redress through the grievance procedure set forth in Article VIII.

3.5: The Township reserves the right in accordance with Article XIII, Layoffs, to layoff or leave vacancies unfilled for lack of work or funds, or the occurrence of conditions beyond the control of the Township, or where continuation of such work would be wasteful and unproductive.

3.6: No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any authority conferred on Township officials by law or custom.

ARTICLE IV  
ASSOCIATION SECURITY

To the extent that the laws of the State of Michigan permit, it is agreed that:

4.1: Employees covered by this Agreement who are members of the Association at the time it becomes effective shall be considered active members and the Township will continue to honor the voluntary dues deduction authorization previously given to the Township.

4.2: Employees who are members of the Association or are paying dues to the Association at the time this Agreement becomes effective, or who subsequently become members will be required as a condition of continued employment to continue paying dues for the duration of the Agreement.

4.3: By written notice to the Township and the Association, any Employee who is either a member of the Association or is paying periodic dues to the Association may withdraw from the Association, provided such notice as provided at least 30 days prior to the expiration of this Agreement. As a condition of continued employment, the employee withdrawing as a member of the Association shall be obligated to pay a service fee to the Association in an amount equal to the regular membership dues of the Association.

Employees who fail to comply with this requirement shall be discharged by the Township thirty days after receipt of written notice from the Association. The Association shall release the Township from fulfilling the obligation to discharge if during the thirty-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

4.4: The Association agrees to save and hold harmless the Township from damages and all other financial loss or expense which the Township may be required to pay or suffer as a consequence of enforcing the above provisions.

ARTICLE V  
ASSOCIATION DUES

5.1: In accordance with the provisions of this Agreement relating to Association Security (see Section IV above), those employees who desire to or are required to pay membership dues shall be required to do so by signing a written authorization in this regard.

5.2: Payroll deductions under all properly executed written authorization shall become effective at the time the application is received by the Township, and shall be deducted from the first pay of the following month and each pay thereafter.

5.3: Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list for whom dues have been deducted.

5.4: An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit.

The Association will be notified by the Employer of the names of such Employees.

5.5: In a case where a deduction is made that duplicates a payment that an Employee has already made to the Association or when a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the Employee will be made by the Association.

5.6: The Township shall not be liable to the Association by reasons of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions from wages earned by Employees. The Association will protect and save harmless the Township from any and all claims, demands, suits and other forms of liability by reason of action taken, or not taken, by the Township for the purpose of complying with this Article of the Agreement.

5.7: Any employee who is represented by the Association and not a member thereof will be required to pay service fees to the Association in an amount as determined by the Association to be the cost of representation and bargaining as pro-rated among the entire number of members of the bargaining unit.

5.8: Neither the Association nor its members will intimidate or coerce any Employee with respect to his right to work or in respect to Association activity or membership.

ARTICLE VI  
REPRESENTATION AND ASSOCIATION BUSINESS

6.1: Designated officers and representatives of the Association shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Association responsibilities as designated below:

- A. Four (4) members of the Association to participate in contract negotiations, provided no more than two (2) of them are on duty employees.
- B. The Association president or designee may attend Civil Service meetings or Township Board meetings, excluding those which do not affect the Police Department. Whenever possible, appearance at meetings will be by the off duty officer.
- C. The employee and steward as allowed in Step 1 & 2 in the grievance procedure (Article VIII).



D. A designated Association representative as allowed in Step 3 of the grievance procedure (Article VIII).

6.2: Reasonable time off with pay shall be given for one employee per shift, while other duties are not hindered, for appearance as a witness for grievance procedures when necessary.

6.3: Reasonable time off with pay shall be given either to one steward or one alternate steward per shift and for Detective Bureau to handle grievance matters.

6.4: The Township agrees not to schedule employee meetings or training sessions or other required employee activities which conflict with the regular scheduled monthly meetings of the Association provided that the said Association furnish a schedule of regularly scheduled Association meetings ninety (90) days in advance of the meetings, and subject to emergencies which might necessitate employee meetings or training sessions.

6.5: The Township agrees to provide the Association and to post in a conspicuous place, at least annually in January a seniority list of all members of the bargaining unit, which shall show the dates of seniority for each member and shall show dates of employment and dates of rank.

6.6: The Association shall be entitled to a maximum of three (3) man-days per calendar year of time off with regular pay for Association business, except in those years when a member of the Association is chosen as a delegate to a national police association convention, in which case the Association shall be entitled in that year to five (5) man-days for time off with pay for the purpose of attending the Association business. In no event shall time off for Association business be permitted unless the Chief is provided with adequate advance written confirmation of the Employee's eligibility and plans to attend such Association business functions.

6.7: The Township agrees to provide for the release from work assignment of any member of the Association of Waterford Police Supervisors Executive Board to attend Executive Board meetings if the Board meeting is held during duty hours of the member, conditioned upon manpower and supervisory approval.

ARTICLE VII  
STRIKE PROHIBITION

7.1: There shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the Police Department by any unit member. Nothing contained in this Article shall be construed or used in any manner to form the basis for an

allegation in support of any court action for violation of this provision, unless and until the parties against whom the complaint or accusation is made shall have been allowed a reasonable opportunity to correct the same and shall have refused to do so.

ARTICLE VIII  
GRIEVANCE PROCEDURE AND ARBITRATION

8.1: A grievance is a disagreement or dispute which may arise between the parties concerning the meaning, application or interpretation of the provisions of this Agreement, except where specifically exempted herein or where governed by local, state or federal law.

8.2: It is mutually agreed that all grievances that may arise between the parties shall be settled in accordance with the procedure herein provided:

8.3: An employee or Association representative may informally discuss possible grievances with the Police Chief and/or his designee prior to utilizing the formal grievance procedure set forth below.

8.4: Step 1. The Association will reduce the grievance to writing specifying the provisions of the Agreement allegedly violated and submit it to the Chief of Police or his designee within ten (10) business days of the date on which the affected employee(s) had knowledge about the grievance. The Chief of Police or his designee shall give a written answer to the grievance within ten (10) days after its receipt.

8.5: Step 2. If the Association is dissatisfied with the written answer in Step 1, they shall, within ten (10) days, request, in writing, a meeting with the Township Supervisor. A copy of the written grievance shall accompany the request for a meeting. The Township Supervisor, or his designee(s), shall establish a meeting within ten (10) days of receipt of the written request for a meeting. The Township Supervisor and/or his designee(s) shall meet with two (2) members of the Association in an attempt to resolve the grievance. The Township Supervisor and/or his designee(s) shall give a written answer within ten (10) business days after such meeting.

8.6: Step 3. In the event the Step 2 answer fails to settle the grievance, the Association shall, within ten (10) calendar days of the Township's written answer, notify the Township in writing of its intent to request arbitration. Within thirty (30) calendar days of the Township's written Step 3 answer, the Association shall make a Demand for Arbitration with the Township in writing. The parties will attempt to mutually select an arbitrator, provided that if no agreement is reached within ten (10) days the Union



shall file a Demand for Arbitration with the American Arbitration Association for arbitration under its Voluntary Labor Arbitration Rules.

8.7: Arbitration.

- A. The decision of the Arbitrator shall be rendered without undue delay and shall be final and binding on both parties.
- B. The arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission. The Arbitrator shall have no power to add to or subtract from or modify any portion of this Agreement or supplemental agreements between the parties and the Arbitrator shall make his decision in accordance with the Constitution, statutes, administrative regulations, common law and case law as established and applied in the State of Michigan at the time of said decision, and any error or mistake of law committed by the arbitrator shall constitute a basis for setting aside said decision or award. Payment of the expenses, costs and fees of arbitration shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

8.8: All employees who have less than six (6) months of continuous service in any rank from the date of assuming the duties of said rank shall be considered probationary employees and shall not be permitted to utilize the arbitration provisions provided herein with respect to any grievance relating to the promotion to or demotion from said rank.

8.9: Reference to business days means Monday through Friday.

8.10: The failure of the Association to file or process a grievance within the time limits set forth herein shall terminate the grievance. In the event the Township fails to respond to a grievance within the time periods set forth herein, the grievance shall be automatically considered a denial and the Union may proceed to the next step of the procedure.

ARTICLE IX  
COMPLIANCE WITH THE LAW

9.1: In the event there shall be enacted any applicable Federal or State legislation or regulation by an administrative body now in existence or hereafter created, such legislation or regulation which is at variance with the terms of this Agreement

shall to that extent be deemed to modify the provisions of this Agreement.

ARTICLE X  
BULLETIN-BOARDS

10.1: The Association shall be provided suitable space for a bulletin board for the Association for the posting of Association notices and other appropriate materials. Such boards shall be identified with the name of the Association. The Association shall designate persons responsible therefor. The bulletin boards shall not be used for the Association or its members for disseminating propaganda and among other things, shall not be used for posting or distributing pamphlets or other matters dealing with political matters.

ARTICLE XI  
DISCIPLINARY PROCEDURE AND REQUIRED STATEMENTS

11.1: An employee may request the presence of his/her steward and such request shall be granted when he/she is being disciplined or discharged or being investigated for discipline or discharge. This shall include formal or informal discipline, informal discipline consisting of verbal reprimands. Reprimands which are intended by the Commanding Officer to be included in the employee's file must be reduced to writing and a copy delivered to the employee.

11.2: With regard to oral or written reprimands, an Employee may if he/she so desires, request the application of the Grievance Procedure for the purpose of reviewing the same.

11.3: With respect to suspensions, demotions, or discharge from Township service, for cause, an Employee may appeal such disciplinary action in accordance with the provisions set forth in this Agreement.

11.4: Election of Remedies. Where an employee is disciplined, discharged, demoted (non-probationary) and he/she elects to contest the measures, he/she shall elect to submit his/her protest to the Act 78 procedure or the grievance procedure. He/she shall not have benefit of both; use of one shall bar the use of the other.

11.5: Employees' Bill of Rights.

- A. Whenever any complaint or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee subject to this Agreement under such circumstances that if the facts alleged be true,

the employee would be guilty of the commission of the crime or offense under the state or federal law or city ordinance or traffic violation involving death or serious injury, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee shall specifically have the right to representation by the Association at every stage of the proceedings.

1. The Employee shall be given a summary of charges against him.
2. Before interrogation or making of statements, he shall be allowed the opportunity to obtain the advice of counsel.
3. Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the department.
4. The order and the statement shall be considered a private record and shall not be made available, except under judicial or civil service subpoenas to any other agent or agency without the consent of the employee. The statement made shall not be construed to be a waiver of an employee's right to the privilege against self-incrimination, but shall be used solely for internal employment purposes. The Summary referred to in Paragraph 1 above shall set forth the name of the complainant, the time, date and place of the alleged offense or incident, and a description of the latter.

11.2: Polygraph. It is understood that no examination, questioning or interrogation by mechanical means (i.e. polygraph) or chemical (i.e. sodium pentothal) means will be ordered.

11.3: The Township of Waterford does further agree to provide false arrest, liability and property damage insurance covering all claims or suits, costs, losses and expenses arising out of the action and conduct of police officers, during the course of or in the performance of their duties as police officers, in such amounts and from such insurance carriers or sources of equal coverage as the Township Board may from time to time determine. The choices of carriers and amounts of coverage are exclusively reserved to the Township and shall not be subject to the grievance procedure.

ARTICLE XII  
SUPERVISORY RESPONSIBILITY

12.1: The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, fair and equitable wages and to fulfill its obligations and responsibilities to the Community, the Association and its members, individually and collectively agree they will cooperate with the Township Management to assure a full day's work on the part of all members and they will do everything within their power to cause the employees covered by this Agreement to perform and render efficient work and service to the Township, and to uphold and enforce departmental and Township policy and regulations, and to fulfill their Supervisory responsibilities.

12.2: An employee covered by this Agreement shall not ordinarily be required to perform those duties regularly assigned to subordinate officers and employees and in his supervisory capacity he shall require such subordinate officers and employees to perform their own duties, provided, however, that when, in the opinion of the Chief or in his absence the commanding officer in charge of the shift which is on duty, circumstances concerning the health, safety and welfare of the Township or efficient operation of the police department warrant the assignment of a supervisory employee to a subordinate officer's regularly assigned duties, such assignment shall be made, for a period not to exceed the termination of that supervisory officer's shift for that day.

12.3: Police Command Supervisory Premium. Unit members shall receive the following premium.

	<u>Sergeant</u>	<u>Lieutenant</u>
January 1, 1997	\$1,167	\$ 500
January 1, 1998	1,702	1,000
January 1, 1999	2,254	1,500

The premium shall be paid proportionately over the regular twenty-six (26) pay periods.

A retroactive payment consisting of the difference between the wages paid and the wage rates set forth above during the period of January 1, 1997 until the date the contract is ratified and signed shall be paid within thirty (30) days after the contract is signed by both principal parties.



ARTICLE XIII  
LAYOFFS/DEMOTIONS

13.1: Layoffs shall be made in conformity with the principle of seniority, i.e. the last one hired being the first one laid off, and the first one laid off being the last one recalled.

13.2: In the event there is no conflict with the provisions of the collective bargaining agreement between the Charter Township of Waterford and the Waterford Police Officers Association, and the Waterford Police Officers Association agrees in writing, an employee who is laid off may exercise his seniority, in order to avoid such layoff, to select a position in a lower rank, which will result in the reduction in rank or layoff of a less senior employee.

13.3: In the event of any layoffs of bargaining unit members, those members who would be laid off will have the option of a demotion to their previous classification in lieu of being laid off.

13.4: If, after being demoted, the member remains in the command officer bargaining unit, the demoted member shall retain all seniority accrued in the rank held before the demotion; and add it to the seniority previously accrued in the classification to which he is being demoted.

13.5: All benefits will continue, based on a member's date of hire.

ARTICLE XIV  
SHIFTS AND TRADING OF DAYS

14.1: An employee may exercise shift preference once each shift cycle (every 3 months, on the first Saturday of each quarter, being the months of January, April, July and October) with seniority within rank having preference. Such request shall be made in writing at least two weeks prior to the shift cycle, and the granting of such a change of shift shall be based upon seniority within rank.

14.2: During any shift cycle, an employee on a particular shift may by mutual consent with another employee on a different shift, exchange shift assignments for a period not exceeding one month during said shift cycle. Such exchanges of shift must be requested of the police chief or his designee who shall have discretion to grant such mutual request if in his discretion such shift changes will not disrupt the efficient operation of the police department.

14.3: Employees shall be permitted to trade or exchange a work or leave day, provided that an employee shall only be permitted to



trade or exchange two (2) days per pay period providing no overtime results from the change and subject to the approval of the officer in charge of his shift, and said traded day must be repaid by a working day and not a sick day of the employee within the same pay period; provided further that an employee shall not trade or exchange a days work with another employee so as to give either employee a sixteen (16) hour working day.

14.4: In the event of vacancies in bureaus in the classification of detective/sergeant or lieutenant planned to be filled by the transfer of personnel, the Association shall be advised in writing of the vacancies at least fourteen (14) calendar days prior to filling of such vacancies and employees shall have fourteen (14) calendar days from the written notice to the Association to make written application for transfer to the vacant position, provided that the Police Chief may waive such notice and transfer personnel immediately if operating needs of the Police Department require such action. If assignments are to exceed thirty (30) days, the notification procedure shall then be followed and reassignment may then be made at the discretion of the Police Chief, based on the procedure outlined below.

14.5: In making transfer assignments, consideration will be given to fitness for the assigned duties and responsibilities and seniority. Employees shall have the right to discuss with the Police Chief the basis for such assignments. The decision of the Police Chief in the matter of transfer assignments which will exceed thirty (30) days shall be subject to the grievance procedure. Before any member is transferred, he/she shall be given an explanation for such transfer.

14.6: Seniority.

- A. Seniority within rank shall have preference on all vacation requests, provided there is no conflict with the provisions of Article XX on the scheduling of vacations.
- B. Seniority within rank shall have preference on days off.

14.7: The language above in this article is not to be interpreted as providing for a member of the Unit to trade days with himself/herself. This does not change the unit member's right to request time off as otherwise provided in this contract.

ARTICLE XV  
TUITION REIMBURSEMENT AND TRAINING PROGRAMS

15.1: The Township will reimburse the employee for costs of tuition and books, under the following terms and conditions:

- A. All courses must be approved in advance by the Township Supervisor or his designate.
- B. An employee must be enrolled in an education program leading to an appropriate degree related to improved performance or to improved professional competence in police administration work.
- C. An employee must satisfactorily complete the course with a "C" average or better (or the equivalent of a "C" average if a numerical grading system is used).
- D. Reimbursement will be made upon submission of evidence of satisfactory completion of each course to the Township.
- E. Attendance at classes shall not at any time interfere with the normal work shift of an employee.
- F. Employees receiving financial or other assistance for educational purposes from another source will have the Township reimbursement reduced by the value or amount of such assistance. Exception would be loans or grants that require repayment or personal gifts given for this purpose.
- G. Reimbursement under this education program is limited to a baccalaureate. Purchased books shall be given to the department at the end of the course.

15.2: An employee shall reimburse the Township for costs paid by the Township if the employee quits employment with the Township under the following time schedule:

Within one (1) year of completion	100%
Within two (2) years of completion	75%
Within three (3) years of completion	50%
Within four (4) years of completion	25%
Within five (5) years of completion	0%

15.3: The Township shall endeavor to use its best efforts in order to provide for employees of the Association, in-service training programs, seminars and to provide for attendance at police related seminars and educational conferences, when in the determination of the Supervisor and Police Chief, there are available funds to provide for such police related training, and when the attendance by Association employees will not interfere with the orderly operation of the department.

ARTICLE XVI  
HOLIDAY PAY

16.1: The paid holidays are designated as the following:

New Year's Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Years Eve

16.2: The holiday pay shall be paid in a lump sum on the last pay period prior to December 1, for all accrued holidays, whether worked or not, in the preceding fiscal year commencing January 1, based on their rate of pay as of November 30, with the amount based on the number of holidays multiplied by their daily wage rate, provided further, however, in the event of discharge or termination of any employee prior to the last pay period preceding December 1, the pro-rata portion of the previous holidays shall be paid at the time of termination of employment.

16.3: To be eligible for holiday pay, an employee must work the full holiday if scheduled and must work the full last scheduled work day prior to and following the holiday. The exception would be if the employee is on an approved absence.

ARTICLE XVII  
OVERTIME AND COMPENSATORY TIME

17.1: All employees shall be compensated at the rate of time and one half for each and every hour that said employee shall have worked over eight hours in any one day and over forty hours in any one work week, such payment, if any to be paid on alternative pay days as earned. This formula shall not apply to so-called Court Time, as set forth in Section 17.2 hereof.

17.2: All employees required to appear in Court in proceedings arising out of the performance of their official duties, outside of his regular duty hours, or which shall occur while said employee is off duty, shall be compensated at the rate of time and one half in accordance with the following schedule:

1. 2 Hours or less - 2 Hour minimum
2. More than 2 Hours - Actual time worked.

The foregoing provisions shall include the lunch period should the employee be requested to return to Court after lunch.

17.3: An employee required to appear in court within one hour prior to his regularly scheduled work shift or within one hour after the end of his regularly scheduled work shift, shall be paid at the rate of time and one half for the actual time involved to the nearest one half hour, so that if an employee must appear in Court within one hour prior to the commencement of a work shift or to remain for one hour after the termination of a regular work shift, and spends one half hour or less in Court, he shall be paid time and one half for one half hour and if the employee spends more than one half hour in Court, up to and including one hour, he shall be paid time and one half for one hour of work. If the time which the off-duty employee spends in Court at the conclusion of his regularly scheduled work shift exceeds one hour, up to and including two hours, the said employee shall be paid at the rate of time and one half for two hours of work. Should the said employee be required to spend more than two hours in Court after the end of this regularly scheduled work shift, then the regular payment for Court appearance hereinbefore set forth shall apply. If the employee is required to appear in Court more than one hour prior to the commencement of his regularly scheduled work shift, then the regular payment for Court appearances hereinbefore set forth shall apply, nothing hereinbefore to the contrary notwithstanding.

17.4: All funds or compensation paid to the employee other than by the Township shall be turned over to the Township. Any monies received by officers for off-duty court time not claimed by the officer as Township overtime shall be retained by the officer.

17.5: An employee who is off duty and is called to return to duty shall be paid a minimum of two hours pay or actual time worked, whichever is greater, for call-in-pay.

17.6: An employee may elect to accumulate compensatory time, in lieu of monetary payment for overtime worked and shall be entitled to one and one-half (1 1/2) hours off with regular pay for each one (1) hour of overtime accumulated, provided however, that an employee may accumulate not more than ten (10) days of compensatory time off during any fiscal year, and provided further, that an employee may carry over his accumulated compensatory time off from one fiscal year to the next succeeding fiscal year but at no time shall any employee be entitled to accumulate more than ten (10) days of compensatory time.

17.7: An employee who desires to utilize the compensatory time off to which he is entitled, shall make request therefor to his immediate supervisor, and said request shall be honored, subject to



availability of requested dates as determined by department manpower needs. Due regard shall be given to seniority.

17.8: In the event of death, retirement or termination, an employee's accumulated compensatory time shall be paid in cash to the officer or his beneficiary.

17.9: The duty detective on stand-by for any week shall be paid the sum of \$75.00 [effective January 1, 1998, one hundred (\$100.00) dollars] for the week as additional compensation for being duty detective for that week.

17.10: Effective January 1, 1998, the Special Operation Unit Sergeant shall receive four (4) hours of overtime pay per pay period.

ARTICLE XVIII  
JURY DUTY

18.1: Immediately upon receiving notice for jury duty, the employee shall notify his/her supervisor. The employee shall keep his/her supervisor informed about his/her jury duty status at all times, advising of scheduled days on and off jury duty when advised by the court.

18.2: An employee who is summoned to serve jury duty will be paid their regular rate of pay and upon receipt of jury duty pay will promptly turn same over to the Township.

18.3: Jury duty will be handled according to the following shift assignments:

- A. An employee scheduled to work a midnight shift the day prior to the day scheduled for jury duty shall be excused from that shift and the jury duty will be their shift.
- B. An employee scheduled for the afternoon or night flex on the scheduled jury duty day shall be excused from that shift and the jury duty will be their shift.
- C. An employee scheduled for the day shift or early flex on the day of the scheduled jury duty shall be excused from that shift and the jury duty day will be their shift.
- D. In the event jury duty is scheduled on the employee's regular leave day, there will be no change in the employee's work schedule and in this



case the employee may retain his/her jury duty compensation for serving on his/her leave day.

18.4: An Employee on jury duty cannot alter his/her regular work schedule and it shall not be used as a means of obtaining overtime.

ARTICLE XIX  
CLOTHING ALLOWANCE

19.1: It is agreed that a member of the Association assigned to the Detective Bureau shall be eligible for a clothing allowance in the maximum of Five Hundred Dollars (\$500.00) per year.

19.2: Payment of the allowance shall be proportional to the time assigned to the detective bureau. In the event the assignment is less than one (1) year, or a part of one (1) year, the payment will be for that fraction of the year (e.g., 6 months at 50% or \$250.00).

19.3: A member who is transferred to the detective bureau for a period of less than thirty (30) days shall not be entitled to said clothing allowance.

19.4: Disbursement of this allowance shall be based upon the submission of a claim and receipts for actual clothing expenditures up to the annual maximum amount.

ARTICLE XX  
VACATION

20.1: All employees shall be entitled to vacation with pay in accordance with the following schedule.

0 - 5 Years	One (1) day per month
5 - 10 Years	One & one half (1-1/2) days per month
10 - 15 Years	Two (2) days per month
Over 15 Years	Two & one third (2-1/3) days per month

20.2: All employees may postpone their vacation from one year to another, and accumulate and carry over at the end of the fiscal year two (2) times the number of vacation days earned during the year and said employee shall not forfeit said vacation in the event that it is not completed during said calendar year but the same may be carried over to the next calendar year and become cumulative, provided however, said accumulation shall not exceed fifty (50) days maximum.

20.3: If an employee becomes so ill that he is incapacitated, his vacation shall be rescheduled.

20.4: If a regular pay day falls during an employee's vacation, he will receive the check for that day in advance of his vacation, upon written request submitted with the employee's Bi-weekly Payroll Authorization form for the payroll prior to the payroll for which the request is being made. Should an employee change his regularly scheduled vacation, he must make written request for such advance payment at least two (2) weeks before his vacation is to begin.

20.5: If an employee is laid off, retires, dies or terminates his employment by the Township, the Township will pay him, his designated beneficiary filed in writing with the Township, or his Estate, an amount equal to his unused vacation pay.

20.6: Employees may request their vacation preference based on seniority within rank. There will be a thirty (30) day cut off period in scheduling vacation among ranks. Vacation schedules shall be treated by shift and bureau. No employee, based on seniority may request his vacation within the thirty (30) day period after the schedule has been posted as against another employee within the same rank who has already made his preference.

ARTICLE XXI  
LONGEVITY PAY

21.1: It is further agreed by and between the parties hereto that the employees of the Association shall receive as longevity pay a percentage of their annual salary as shown on the attached Schedule "A" and shall be entitled to a percentage increase based on the length of service in said department as set forth in the following schedule:

- A. After nine (9) years service - four percent (4%) of the base schedule as shown on Schedule "A" of the annual salary attached hereto.
- B. After twelve (12) years service - six percent (6%) of the base schedule as shown on Schedule "A" of the annual salary attached hereto.
- C. After fifteen (15) years service - eight percent (8%) of the base schedule as shown on Schedule "A" of the annual salary attached hereto.
- D. After twenty (20) years service - ten percent (10%) of the base schedule as shown on Schedule "A" of the annual salary attached hereto.
- E. The longevity pay shall be paid proportionately over the regular twenty-six pay periods.

21.2: Employees hired on or after January 1, 1982, shall not be entitled to any longevity payments.

ARTICLE XXII  
INSURANCE

22.1: Eligible employees may choose, during the Township's open enrollment period occurring after January 1, 1998, and thereafter during subsequent open enrollment periods, one of the following health insurances:

- A. M-Care point of service Plan E with \$5.00 Rx (attached hereto as Appendix A).
- B. Blue Care Network HMO, Group #89044 (attached hereto as Appendix B), \$2.00 Rx.
- C. Blue Cross Blue Shield Preferred Provider Plan, PPO/MMC4 (attached hereto as Appendix C), \$5.00 Rx.
- D. Blue Cross/Blue Shield Traditional MM04 Group #08751 (attached hereto as Appendix D), \$2.00 Rx.

22.2: The standard hospitalization insurance programs set forth in Option A and Option B above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier.

22.3: An employee who elects Option C or Option D above shall pay the difference between the premium rate of Option A and Option C or D, whichever was selected by the employee. The employee shall sign the appropriate authorization and shall make such payment through payroll deductions. The coverage under Option C or D shall be for the eligible employee including his/her spouse and dependent children as defined by the carrier.

22.4: Health Insurance Opt Out.

- A. Employees who have health insurance provided to them through a spouse or by other means may elect to waive coverage and receive an annual payment of \$1,500.00. Should the employee lose his/her alternative coverage they may rejoin the Township plan at any time provided they reimburse the Township for the pro-rated share of the \$1,500.00 payment.
- B. The employee may elect at the open enrollment period to receive the hospitalization coverage options or the payment in lieu of coverage.

22.5: The conventional Blue Cross/ Blue Shield coverage with \$2.00 co-pay will be provided those employees who retire under the employee's retirement plan. The coverage so provided will continue until such retired employee becomes eligible for Blue Cross/Blue Shield M-65 coverage or age sixty-five (65), whichever first occurs. M-65 coverage will be furnished to all retired employees who have reached age sixty-five (65) and are covered by Medicare. Employees shall be eligible for the foregoing insurance, based upon length of service, on the following basis:

Minimum of twenty-five (25) years of service - The Township shall pay one hundred (100%) percent of the premium.

Minimum of twenty (20) years of service - the Township shall pay seventy-five (75%) percent of the premium.

Minimum of fifteen (15) years of service - the Township shall pay fifty (50%) percent of the premium.

The service requirements shall not apply to duty disability retirements.

22.6: The Township shall provide life insurance to each member of the Association in the amount of one and one-half (1 1/2) times his annual salary (rounded to the next thousand) with accidental death and dismemberment protection for both occupational and non-occupational coverage. It is the intention of the parties hereto to have the individual covered twenty-four (24) hours a day.

22.7: The Township shall provide each employee, including their eligible spouse and children, with dental insurance providing basic service, preventive services, restorative services, oral surgery services, endodontic services, periodontic services and prosthodontic services with a 50-50 co-payment and a \$600.00 maximum per year per person; and orthodontic services with a 50-50 co-payment and a \$600.00 maximum per person coverage. Effective January 1, 1998, a 75/25 co-payment and a \$1,000.00 maximum per year per person; and orthodontic services (to age 19) as provided under the Township's contract with Delta Dental with a 75/25 co-payment and a \$1,000.00 maximum lifetime per person coverage.

22.8: The Township shall provide each employee, including eligible spouse and children, with an optical plan as presented to the Association from Cooperative Services, Inc.

22.9: The Township shall provide an employee who has taken a job related disability retirement and dependents with Blue Cross/Blue Shield coverage presently provided bargaining unit members until the job related disability retiree reaches age 55, at which time a normal retirement shall be taken, provided if the retiree obtains other employment which provides this insurance coverage or becomes eligible for other coverage, such Blue



Cross/Blue Shield coverage provided by the Township shall cease. In the event this other coverage is discontinued, the Township shall re-instate its retiree coverage.

22.10: The Township and Association agree that the alternative health insurance plans to Blue Cross-Blue Shield may be obtained in order to obtain less costly insurance as long as the benefits are equivalent. In the event of a dispute over whether such less costly insurance provides equivalent benefits, the parties shall agree on a neutral third party to make such determination, which shall be binding on the parties.

22.11: Surviving dependents of future deceased officers and surviving dependents of future retirees shall be provided with the same health insurance as provided for in 22.1(D).

- A. If the surviving dependent(s) has medical insurance available from another source, no such insurance will be provided by the Township. This benefit shall cease when the surviving spouse becomes eligible for Medicare or Medicaid or remarries, whichever occurs first.
- B. Where less than comparable coverage is available for surviving dependents, the Township may elect to provide only the additional coverage necessary to upgrade coverage to the equivalent of the Township coverage.

ARTICLE XXIII  
SICK LEAVE

23.1: Each employee shall be entitled to sick leave, with pay, for any illness or non-work related injury, up to 60 consecutive calendar days for each illness or injury.

23.2: An employee on sick leave shall be deemed to be on continued employment for purposes of computing all benefits. Sick days shall be construed as days worked.

23.3: After three (3) consecutive days of absence or upon indication of sick time abuse, the employer may request reasonable verification of illness. Upon five (5) consecutive days of absence the employee may be required to be examined by a Township selected physician at the Township's expense.

23.4: The accrued sick time as of the end of the pay-period following ratification by both parties to this Agreement shall be paid to the employee under the following schedule:



- A. Each employee's pay-off shall be determined by multiplying one-half of the accrued sick time hours (a maximum of 800 hours) by the employee's rate of pay as of the date of ratification of this Agreement by both parties.
- B. If the pay-off is \$1,000 or less, payment will be made in one lump sum within 45 days after ratification by both parties.
- C. If the pay-off is between \$1,001 and \$4,999, payment shall be made in annual installments of \$1,000 per year commencing within 45 days after ratification by both parties, provided that the final installment shall be only for the balance then due.
- D. If the pay-off is \$5,000 or more, payment will be made in five (5) equal annual installments commencing within 45 days after ratification by both parties.
- E. At the employee's option, payments in accordance with the foregoing schedule may be delayed until date of retirement provided written notice of such election is made to the Township payroll office in writing within 15 days after ratification by both parties.

23.5: Serious illness of husband or wife or child shall warrant use of sick leave by the employee, after arrangements have been made with his immediate supervisor, provided that this is restricted to eight (8) working days in a calendar year.

23.6: An employee who does not use any sick leave time in a calendar quarter will be credited with one-half (1/2) day (4 hours) additional vacation time or a maximum of two (2) days per year.

23.7: An employee may use up to two (2) personal days per year. Personal days will not accumulate from year to year and must be requested in advance, except an emergency which must be specified.

23.8: All Family Medical Leave time must be taken as paid leave if available. All leaves shall count towards FMLA entitlement. Family Medical Leave shall be based on the calendar year.

ARTICLE XXIV  
BEREAVEMENT LEAVE

24.1: When a death occurs in an employee's immediate family, as defined below, the employee, upon request to his/her command officer, will be excused a maximum of the next five (5) calendar days immediately following the date of death, provided the employee attends the funeral. Payment will only be for those days that are regularly scheduled work days. Members shall be excused a maximum of five (5) bereavement days, not to include scheduled leave days, if the member must drive in excess of 500 miles to attend the funeral.

24.2: Immediate family is defined as Mother, Father, Sister, Sister-in-law, (married to brother), Brother, Brother-in-law (married to sister), Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Grandparents of employee or spouse or a member of the employee's household.

24.3: An employee shall be allowed one (1) working day as a bereavement leave day, under the same terms and conditions, for the death of an Aunt, Uncle, Niece or Nephew in order to attend the funeral.

ARTICLE XXV  
LONG TERM DISABILITY

25.1: All full time seniority employees employed in the positions or classifications as defined, established and set forth in Schedule "A" of this Agreement are eligible to receive benefits under this section, except as otherwise limited herein.

25.2: In the event that an employee, eligible to receive long term disability benefits becomes injured, sick or disabled, so as to prevent him/her from engaging in his/her occupation, and requires the regular care and attendance of a legally qualified physician or surgeon, the employer shall pay benefits in an amount equal to three-fourth (3/4) of the employee's regular wage exclusive of overtime and shift premium pay, less deductions as required by Law, commencing on the sixty-first day after said employee's illness, injury or disability.

25.3: Benefit payments will be paid on regular employees payroll dates, and shall continue for a maximum of twelve (12) months from the last day the employee has worked, or until the employee returns to work, whichever is earlier.

25.4: No employee shall be eligible for the payment of benefits hereunder until a proper claim therefor has been presented to the Township, and the Township reserves the right and opportunity to have a physician of its choice examine the employee whose injury or sickness is the basis of a claim for benefits, when and as often as

it may reasonably require during the pending of any claim hereunder.

25.5: Limitation and Exclusions.

- A. No benefits shall be paid for any sickness or injury for which the employee is entitled to benefits under any Workers' Compensation or occupational disease law.
- B. Benefit payment will be reduced by an amount received by the employee from any other sick and accident insurance policy, disability retirement program, regular retirement program, or social security payments.
- C. No sick and accident benefits shall be provided while an employee is laid off, discharged, retired or receiving a pension from the Township.
- D. No sick and accident benefits shall be provided for any loss caused by war or any act of war, whether declared or undeclared, or while in the service of the National Guard, or any military or naval services of any country.

ARTICLE XXVI  
JOB INCURRED INJURIES

26.1: An employee sustaining a compensable injury or illness shall receive from the Township the difference between his regular wage and the compensation paid under state law for a maximum period of eighteen (18) months from the date of such injury or illness or until he returns to duty or receives a disability retirement, whichever occurs first. Such payments shall equal eighty percent (80%) of the employee's regular wages.

26.2: If the disability prevents the employee from working after the eighteen (18) month period has elapsed, and such employee is not on disability retirement at that time, such injured or ill employee may use his accumulated vacation pay in proportion to the ratio of such leave to State compensation payments, which will equal full pay.

26.3: During such periods of job related disability and while on such eighty percent (80%) pay, members of the Association shall continue to receive all other benefits they would have received had they continued working.

ARTICLE XXVII  
RESERVE OFFICER LIST AND SPECIAL PATCHES

27.1: The Township agrees to post at least annually a list containing the names of all reserve officers of the Department, and that all such officers shall wear identification that would identify them as reserve officers, and that the list shall be posted in a conspicuous place so that all members of the Department will be advised as to the identity of all reserve officers of the Department.

27.2: The Township will provide special patches for wardens, reserves and dispatchers that will clearly distinguish them from uniformed regular full time police officers.

~~XXVII~~  
ARTICLE XVIII  
MAINTENANCE OF CONDITIONS

28.1: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

28.2: The employer will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement contrary to the provisions of this Agreement.

28.3: This Agreement shall supersede any rules, regulations or policy statement inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the Township, appropriate amendatory or other action shall be taken to render such ordinance or resolution compatible with the terms of this Agreement.

ARTICLE XXIX  
PENSION

29.1: A pension plan for all police officers in the unit will be provided under the terms of Act 345 of Public Acts of 1937 as amended by the parties.

A. Effective January 1, 1987. Annuity Withdrawal: Police Officers, in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

1. Definition: The annuity withdrawal is the option that allows members to withdraw their

accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.

2. Application: A member wishing to elect this option must make written application to the Act 345 Pension Board, no later than one hundred twenty (120) days prior to the effective date of his retirement.
3. Waiver of Notice: The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the members retirement.

The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.

4. Computation of Annuity: The parties agree that Merrill-Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

29.2: Three (3) of Ten (10): The parties agree that for purposes of computing retirement benefits known as Final Average Compensation (FAC) shall be based on the highest three (3) of the last ten (10) years of employment prior to retirement for all police officers in the unit. This benefit to be fully paid by the Employer and with no increase in the employee's retirement contribution. The highest three (3) years shall be determined by the employee's selection of one of the following options:

- A. The last three consecutive years of employment from date of retirement, or
- B. Any three of the last ten (10) calendar years of employment prior to retirement.

29.3: Multiplier: Effective January 1, 1998, for all police officers in the bargaining unit, the pension multiplier used to compute the annual pension shall be 2.50 percent for all years of service up to a maximum of seventy-five (75%) percent of Final Average Compensation (FAC). This benefit to be fully paid by the Employer. The pension benefit shall not be re-computed when the



employee receives Social Security payments, and the multiplier shall remain at 2.50 percent of FAC.

29.4: The non-duty death in service survivor's pension will be payable to the surviving spouse, if any, upon the death of a member with fifteen (15) or more years of service.

29.5: Service Credit - When computing a member's service credit, the member shall be given service credit for not more than six (6) years active military service to the United States Government who is employed subsequent to this military service upon payment to the retirement system of five (5%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the member elects to purchase up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State, or locally publicly supported retirement system, but this restriction shall not apply to those persons who have or will have acquired retirement eligibility under the Federal Government for service in the Reserves, i.e.: A member with two (2) years of Military Service for the American Armed Forces may purchase up to two (2) years of credit. Assuming the member purchases the two (2) years military credit, then the member will only have to work twenty-three (23) years to satisfy the twenty-five (25) year service requirement for normal or voluntary retirement.

29.6: Service Retirement/Voluntary Retirement "25 and Out" - A member who has twenty-five (25) or more years of service, may leave the service and receive the full retirement benefits payable throughout their life as provided from their straight life (regular) pension amount.

29.7: Duty Disability Pension. Effective January 1, 1998, a duty disability pension shall be as provided in Section 6(2)(b) of Act 345 of the Public Acts of 1937, except the disability benefits to age 55 shall be based on a multiplier of 62.5%.

ARTICLE XXX  
SAVINGS CLAUSE

30.1 If the Article or Section of this Agreement or any appendixes or supplements 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 such tribunal, the remainder of this Agreement 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 XXXI  
TERMINATION AND MODIFICATION

31.1: This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 1999, except as herein provided.

31.2: Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Association, addressed to 28815 W. Eight Mile Road, Suite 103, Livonia, MI 48152 and if to the Employer, addressed to the Township Board, Town hall, 5200 Civic Center Drive, Waterford, Michigan 48329, or to any such address as the Association or Employer shall make available to the other party. Such notice shall be postmarked at least ninety (90) days prior to the contract's expiration date. Negotiations shall start within thirty (30) days of the written notice.

ARTICLE XXXII  
GENERAL WAGE PROVISIONS

32.1: Job titles and wage rates for employees covered by this Agreement are listed in Schedule "A" which is attached hereto and made a part hereof.

SCHEDULE "A"  
ANNUAL SALARY

	<u>Sergeant</u> (Start)	<u>Sergeant</u> (6 months)	<u>Lieutenant</u> (start)	<u>Lieutenant</u> (6 months)
January 1, 1997	\$44,054	\$45,853	\$49,365	\$51,499
January 1, 1998	45,376	47,228	50,846	53,044
January 1, 1999	46,738	48,645	52,372	54,635

A retroactive payment consisting of the difference between the wages paid and the wage rates set forth above during the period of January 1, 1997 until the date the contract is ratified and signed shall be paid within thirty (30) days after the contract is signed by both principal parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives the day and year first written above.

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

BY: 

Gerald Radovic  
Business Agent

CHARTER TOWNSHIP OF WATERFORD,  
A MICHIGAN CHARTER TOWNSHIP

BY: 

Katherine Innes  
Supervisor

BY: 

Betty Fortino, Clerk

ASSOCIATION OF WATERFORD  
POLICE SUPERVISORS

BY: 

Jon Hoke  
President

BY: 

Mike Oliver  
Vice President

LETTER OF UNDERSTANDING

The Charter Township of Waterford and the Command Officers Association of Michigan (COAM) agree to the following:

One Patrol Officer may be temporarily assigned to the Detective Bureau for a period not to exceed ninety (90) days. The purpose of this assignment is to provide training to the Patrol Officer in the area of investigative techniques and report writing. The Patrol Officer on this temporary assignment would not be given a case load and would only be involved in taking complaints to the Prosecutor's Office for review and then the arraigning of the subjects.

If the Patrol Officer assigned to the Detective Bureau had no custodial arrest matters to handle, he/she would report to the Detective Bureau Commander who would assign the Patrol Officer with a Detective to observe and assist when possible. The "Patrol Officer Trainee" might also assist with the pawn shop and precious metal detail.

This program is not designed to take work away from the Detectives or fill a Sergeant/Detective position with a Patrol Officer, but is intended to provide an effective method of training for the Patrol Officer. This temporary assignment would be made at the discretion of the Chief of Police.

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

BY: \_\_\_\_\_

Gerald Radovic  
Business Agent

CHARTER TOWNSHIP OF WATERFORD,  
A MICHIGAN CHARTER TOWNSHIP

BY: \_\_\_\_\_

Katherine Innes  
Supervisor

BY: \_\_\_\_\_

Betty Fortino, Clerk

ASSOCIATION OF WATERFORD  
POLICE SUPERVISORS

BY: \_\_\_\_\_

Jon Hoke  
President

BY: \_\_\_\_\_

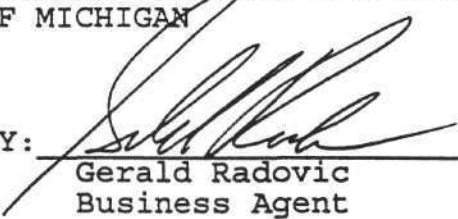
Mike Oliver  
Vice President

LETTER OF UNDERSTANDING

It is understood and agreed that in the event Sergeant David Bush or Sergeant Daniel McCaw apply for and receive a duty disability pension within three (3) years of the date the settlement is mutually ratified, the disability benefits to age 55 shall be based on a multiplier of 75%.


COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

BY: \_\_\_\_\_


  
Gerald Radovic  
Business Agent

CHARTER TOWNSHIP OF WATERFORD,  
A MICHIGAN CHARTER TOWNSHIP

BY: \_\_\_\_\_

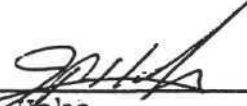
  
Katherine Innes  
Supervisor

BY: \_\_\_\_\_


  
Betty Forzino, Clerk

ASSOCIATION OF WATERFORD  
POLICE SUPERVISORS

BY: \_\_\_\_\_

  
Jon Hoke  
President

BY: \_\_\_\_\_

  
Mike Oliver  
Vice President





# 1998 Benefit Summary

## Association of Waterford Police Supervisors

### Option 1

*The Primary Care Physician (PCP) coordinates the member's care and refers him/her when necessary to an M-CARE network physician/hospital.*

### Option 2

*The member uses an M-CARE network physician or hospital without a PCP referral.*

### Option 3

*The member uses a non-M-CARE network physician or hospital without a Primary Care Physician referral.*

Benefits may not be available under all options. This chart briefly describes the benefits and limitations of each option.

### Inpatient Services

	Option 1	Option 2	Option 3
Days of Care	Unlimited	Unlimited	Unlimited
Room Type	Semi-private, private when medically necessary	Semi-private, private when medically necessary	Semi-private, private when medically necessary
Admissions and Surgery			
Hospital Services	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>
Physician Services	Covered	Covered	20% of M-CARE fee schedule + any balance
Other Services	Covered	Covered	20% copay
Organ & Tissue Transplants (see Certificate)	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>

### Maternity Care

	Option 1	Option 2	Option 3
Delivery	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>
Pre and Postnatal Care	Covered, no office visit copay	Covered, no office visit copay	20% of M-CARE fee schedule + any balance

### Outpatient Services

	Option 1	Option 2	Option 3
Office Visits for Sick Care	\$10 copay	\$20 copay	20% of M-CARE fee schedule + any balance
Outpatient Surgery			
Hospital Billed	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>
Physician Billed	Covered	Covered	20% of M-CARE fee schedule + any balance
MRI Scans	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>
CT Scans	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>
Allergy Tests, Treatment & Injections	Covered	Covered	20% of M-CARE fee schedule + any balance
Diagnostic, Therapeutic Services / Tests associated with covered care	Covered	Covered	20% of M-CARE fee schedule + any balance
Chiropractic Care	Not Available	Not Available	50% of M-CARE fee schedule + balance, 10 visits per year for subluxation of the spine

### Outpatient Services—Preventive Care

	Option 1	Option 2	Option 3
Health Maintenance Exams (check-ups)	\$10 copay	\$20 copay	Not Available - See Options 1 & 2
Routine Pediatric Exams (Well-Child Care)	Covered, \$10 copay after age six	Covered, \$20 copay after age six	Not Available - See Options 1 & 2
Lab and Pathology associated with above exams	Covered	Covered	Not Available - See Options 1 & 2
Routine Periodic Gynecological Exams and accompanying tests/procedures	\$10 copay	\$20 copay	20% of M-CARE fee schedule + any balance
Routine Immunizations, Travel Inoculations	Covered	Covered	Not Available - See Options 1 & 2
Nutritional Counseling, limited number of visits for certain diagnoses	Covered	Covered	Not Available - See Options 1 & 2
Family Planning Consults	\$10 copay	\$20 copay	20% of M-CARE fee schedule + any balance

### Emergency Care & Urgent Care

When authorized by your Primary Care Physician (PCP) or M-CARE, emergency care is covered at any hospital emergency room with a \$25 copay per visit or at any urgent care facility with a \$10 copay per visit. The copay is waived if hospital admission is necessary. Ambulance transportation is covered when approved by M-CARE.

### Prescription Drugs

	Option 1	Option 2	Option 3
Prescriptions	\$5 Copay	\$5 Copay	\$5 Copay
Contraceptives	\$5 Copay	\$5 Copay	\$5 Copay

### Reproductive Services

	Option 1	Option 2	Option 3
Infertility Assess., Genetic Assess.	\$10 copay	\$20 copay	20% of M-CARE fee schedule + any balance
Voluntary Sterilization (in office)	Covered	Covered	20% of M-CARE fee schedule + any balance
Voluntary Sterilization (in facility)	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>
Therapeutic Termination of Pregnancy	Covered	Covered <sup>1</sup>	20% copay <sup>2</sup>
Elective Termination of Pregnancy	\$50 copay	\$50 copay	Not Available - See Options 1 & 2

This summary is intended to provide you with an overview of coverage which may be provided by M-CARE. No right will accrue to you and/or your eligible dependents solely based on any statement or error in or omission from this summary. A detailed description of benefits, limitations and exclusions can be found in the Member Handbook, Certificate of Coverage, and Riders.

	Option 1	Option 2	Option 3
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**Short-Term Therapy**

Physical, Occupational, Speech Therapies	60 aggregated visits per condition per year	60 aggregated visits per condition per year	20% of M-CARE fee schedule + any balance, 60 aggregated visits per condition per year
Cardiac Rehabilitation	6 weeks maximum within 60 consecutive days	6 weeks maximum within 60 consecutive days	20% of M-CARE fee schedule + any balance, 6 weeks maximum within 60 consecutive days

**Mental Health Care**

Outpatient Care	Crisis intervention & short-term therapy covered, up to 20 visits per year, \$15 copay per visit	Not Available - See Option 1	Not Available - See Option 1
Inpatient Days of Care	Covered up to 45 days per year	Not Available - See Option 1	Not Available - See Option 1

NOTE: For mental health and chemical dependency care, the member's assigned Central Diagnostic and Referral (CDR) unit coordinates and arranges all such care in order to be covered. The CDR unit name and phone number are on the member's M-CARE ID card.

**Chemical Dependency Care**

Outpatient Care	Up to 20 visits per year, \$15 copay per visit	Not Available - See Option 1	Not Available - See Option 1
Intermediate Treatment	One program daily residential therapy per year	Not Available - See Option 1	Not Available - See Option 1
Inpatient Days of Care	Covered, up to 5 days drug/alcohol detoxification per year	Not Available - See Option 1	Not Available - See Option 1

**Home Health Services**

Home Health Care Visits	Covered, 60 consecutive days per condition per year	Covered, 60 consecutive days per condition per year	Not Available - See Options 1 & 2
Equipment to Support Home Care	Covered	Covered	Not Available - See Options 1 & 2

**Extended Care Facility**

Skilled Nursing Care	Covered, up to 100 days per lifetime when arranged and authorized by M-CARE	Covered, up to 100 days per lifetime when arranged and authorized by M-CARE	Not Available - See Options 1 & 2
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**Vision Care**

Routine Vision Exam	\$40 towards exam. One exam / year	\$40 towards exam. One exam / year	\$40 towards exam. One exam / year
Frames and Lenses	\$60 Towards frames & lenses every third year.	\$60 Towards frames & lenses every third year.	\$60 Towards frames & lenses every third year.

**Hearing Care**

Audiometric Tests	Covered	Not Available - See Option 1	Not Available - See Option 1
Hearing Aid Evaluation	\$10 copay, participating providers only	Not Available - See Option 1	Not Available - See Option 1
Hearing Aids	Covered, one every third year, participating providers only	Not Available - See Option 1	Not Available - See Option 1

**Other Services**

Durable Medical Equipment	Covered	Covered	Not Available - See Options 1 & 2
Prosthetic & Orthotic Devices	Covered	Covered	Not Available - See Options 1 & 2

**Pre-Existing Condition Exclusions**

None	None	None
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**Referral Forms**

Yes, from your PCP	None	None
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**Deductibles**

None	None	None
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**Claim Forms**

None	None	Possibly, mail to M-CARE
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**Lifetime Limit**

None	\$1,000,000 total benefits from Options 2 and 3 combined	\$1,000,000 total benefits from Options 2 and 3 combined
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**Annual Copay Ceiling**

\$1,250 per individual and \$2,500 per family per year for Options 1, 2 and 3 combined. Balance payments, penalty payments, copayments for benefits available only under a rider (like prescriptions), and services not covered by this plan are not applicable to the annual copay ceiling.		
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<sup>1</sup>Prior authorization from M-CARE is required. If not obtained, you pay a penalty of 20% of the M-CARE fee schedule in addition to any copay.  
<sup>2</sup>Prior authorization from M-CARE is required. If not obtained, you pay a total of 50% of the charges.

## Charter Township of Waterford

Group #89044 Suffix #000

Blue Care Network  
HMO<sup>1</sup>

## HOSPITAL SERVICES

Number of Days of Care  
Semi-Private Room (*Inpatient only*)  
In-Hospital Physician Care  
General Nursing Care  
Surgery (*including all surgical services, anesthesia, lab, x-rays and drugs*)

Unlimited  
Covered in full  
Covered in full  
Covered in full  
Covered in full

## EMERGENCY MEDICAL CARE

*(approved diagnosis only)*

Hospital Emergency Room  
Urgent Care Center  
Physician's Office  
Ground Ambulance Services

\$25 copay  
\$10 copay  
\$5 copay  
Covered in full

DIAGNOSTIC AND THERAPEUTIC  
PROCEDURES (*Outpatient*)

Laboratory Tests  
Diagnostic X-Rays  
Radiation Therapy

Covered in full\*  
Covered in full\*  
Covered in full\*

MATERNITY SERVICES PROVIDED  
BY PHYSICIAN

Pre and Post Natal Care  
Delivery in Hospital and Well-Baby Care in Hospital

\$5 copay  
Covered in full

## PHYSICIAN OFFICE SERVICES

Routine Office Visits  
Consulting Specialist Care (*when referred*)  
Periodic Physical Exam  
Routine Pediatric Care

\$5 copay  
\$5 copay  
\$5 copay  
\$5 copay

## PREVENTIVE SERVICES

Immunizations  
Mammography Screening  
Pap Smears  
Vasectomies, Tubal Ligations  
Infertility Counseling/Treatment

Covered in full\*  
Covered in full\*  
Covered in full\*  
50% copay on all associated costs  
50% copay on all associated costs

\*Office visit copay may apply per member, per visit

## Charter Township of Waterford

Group #89044 Suffix #000

## Blue Care Network

HMO<sup>1</sup>

## ALLERGY CARE

Testing, Evaluation, Serum  
Allergy InjectionsCovered in full  
Covered in full

## DURABLE MEDICAL EQUIPMENT

50% copay (*when medically necessary*)PROSTHETICS, ORTHOTICS &  
CORRECTIVE APPLIANCES50% copay (*when medically necessary;*  
*replacement due to normal wear and tear*  
*is not a benefit*)

## SKILLED NURSING FACILITY CARE

45 days per calendar year

## PREGNANCY TERMINATIONS

50% copay (*once every two years - first*  
*trimester only*)PHYSICAL THERAPY (*60 day period*)\$5 copay (*condition is subject to significant*  
*improvement within 60 days*)

## MENTAL HEALTH CARE

Outpatient Visits  
Inpatient Psychiatric Hospital Services20 visits per calendar year, covered in full  
Covered in full up to 45 days per calendar  
year, renewable after 60 days out

## ALCOHOLISM &amp; SUBSTANCE ABUSE

Outpatient Visits for Crisis Intervention and  
Short-Term Therapy  
Intermediate Care

20 visits per calendar year, covered in full

Detoxification

One program per 12 month period,  
covered in full  
Covered in full

## PRESCRIPTION DRUGS

\$2 copay (*includes contraceptives*)

## BENEFIT DOLLAR MAXIMUMS

Lifetime Maximum Benefit  
Calendar Year Deductible

Unlimited

Single

N/A

Family

N/A

Co-Insurance

N/A

Out-of-Pocket Maximum

Single

N/A

Family

N/A

NOTE: *This benefit explanation is not a policy or guarantee of benefits; its use is only*  
*to provide general information.*<sup>1</sup> **FAILURE TO USE YOUR SELECTED PRIMARY CARE PHYSICIAN OR APPROVED**  
**REFERRAL** for services will result in no benefits payable.

Charter Township of Waterford  
Group #08751 Suffix #665 (PPO Plan)  
Police Supervisor

Blue Cross/Blue Shield  
PPO<sup>1</sup>/MMC4

**HOSPITAL SERVICES** (*Inpatient*)

Number of Days of Care  
Semi-Private Room or Intensive Care  
In-Hospital Physician Care  
Surgery  
Anesthesia  
Laboratory Tests and X-Rays

365 days; 60 day renewal  
Covered in full  
Covered in full  
Covered in full  
Covered in full  
Covered in full

**EMERGENCY MEDICAL CARE**

(*approved life-threatening illness or  
accidental injury only*)

Hospital Emergency Room

Covered in full  
(*with approved diagnosis for life-threatening  
illness or accidental injury*)

Emergency Room Physician Services  
Physician's Office  
Ambulance Service

Covered in full  
90% after Master Medical deductible  
90% after Master Medical deductible

**DIAGNOSTIC AND THERAPEUTIC  
PROCEDURES** (*Outpatient*)

Laboratory Tests  
Diagnostic X-Rays  
Radiation Therapy

\$5 or 10% copay (*whichever is greater*)  
\$5 or 10% copay (*whichever is greater*)  
\$5 or 10% copay (*whichever is greater*)

**MATERNITY SERVICES PROVIDED  
BY PHYSICIAN**

Pre and Post Natal Care\*\*  
Delivery in Hospital

100% after Master Medical deductible  
Covered in full

**PHYSICIAN OFFICE SERVICES**

Office Visits\*\*

100% after Master Medical deductible  
(*injury or illness only*)

**WELL BABY CARE\*\***

100% after Master Medical deductible (*up to age 1*)

**IMMUNIZATIONS\*\***

100% after Master Medical deductible (*up to age 6*)

**ALLERGY CARE\*\***

Testing, Evaluation, Serum Injections

100% after Master Medical deductible

**CHIROPRACTIC SERVICES/  
SPINAL MANIPULATION**

90% after Master Medical deductible  
(*Acute - 20 visits in 1st 90 days;  
2 visits per month thereafter - Chronic*)

\*\*For demonstrative purposes only.



Charter Township of Waterford  
Group #08751 Suffix #665 (PPO Plan)  
Police Supervisor

Blue Cross/Blue Shield  
PPO<sup>1</sup>/MMC4

DURABLE MEDICAL EQUIPMENT

90% after Master Medical deductible

PROSTHETICS, ORTHOTICS &  
CORRECTIVE APPLIANCES

90% after Master Medical deductible

MENTAL HEALTH CARE

Outpatient Visits

75% after deductible subject to  
\$2,000/yr & \$5,000/lifetime maximums  
45 days at 100% subject to  
\$15,000/yr & \$30,000/lifetime  
maximums (combined with Substance  
Abuse) 60 day renewal (additional days  
under Master Medical covered at 50%  
after deductible up to maximums)

Inpatient Care

SUBSTANCE ABUSE

Outpatient Visits

Covered up to annual minimum  
dollar amount set by state  
(no Master Medical coverage)  
Unused Mental Health Care days  
(no Master Medical coverage)

Inpatient Care

PRESCRIPTION DRUGS (Preferred)

\$5 copay

BENEFIT DOLLAR MAXIMUMS

Hospital/Medical/Surgical

Unlimited

Master Medical Lifetime Maximum Benefit

\$1,000,000

Master Medical Deductible

Single

\$50

Family

\$100

Master Medical Co-Insurance

90/10%

Master Medical Out-of-Pocket Maximum\*\*

Single

\$1,050

Family

\$1,100

**\*\*These out-of-pocket maximums do not include Mental Health/Substance Abuse and Private Duty Nursing.**

**NOTE: This benefit explanation is not a policy or guarantee of benefits; its use is only to provide general information.**

**<sup>1</sup> FAILURE TO USE A PPO HOSPITAL OR PHYSICIAN will result in a 15% sanction.**

## Charter Township of Waterford

Group #08751 Suffix #665 (Traditional Plan)

Police Supervisor

## Blue Cross/Blue Shield

Traditional/MMC4

HOSPITAL SERVICES (*Inpatient*)

Number of Days of Care

365 days; 60 day renewal

Semi-Private Room or Intensive Care

Covered in full

In-Hospital Physician Care

Covered in full

Surgery

Covered in full

Anesthesia

Covered in full

Laboratory Tests and X-Rays

Covered in full

## EMERGENCY MEDICAL CARE

*(approved life-threatening illness or accidental injury only)*

Hospital Emergency Room

Covered in full

*(with approved diagnosis for life-threatening illness or accidental injury)*

Covered in full

Emergency Room Physician Services

Physician's Office

90% after deductible

Ambulance Service

90% after deductible

DIAGNOSTIC AND THERAPEUTIC PROCEDURES (*Outpatient*)

Laboratory Tests

\$5 or 10% copay (*whichever is greater*)

Diagnostic X-Rays

\$5 or 10% copay (*whichever is greater*)

Radiation Therapy

\$5 or 10% copay (*whichever is greater*)

## MATERNITY SERVICES PROVIDED BY PHYSICIAN

Pre and Post Natal Care

90% after deductible

Delivery in Hospital

Covered in full

## PHYSICIAN OFFICE SERVICES

Office Visits

90% after deductible

*(injury or illness only)*CHIROPRACTIC SERVICES/  
SPINAL MANIPULATION

90% after deductible

*(Acute - 20 visits in 1st 90 days;  
2 visits per month thereafter - Chronic)*

## Charter Township of Waterford

Group #08751 Suffix #665 (Traditional Plan)

Police Supervisor

## Blue Cross/Blue Shield

Traditional/MMC4

## ALLERGY CARE

Testing, Evaluation, Serum Injections

90% after deductible

## DURABLE MEDICAL EQUIPMENT

90% after deductible

PROSTHETICS, ORTHOTICS &  
CORRECTIVE APPLIANCES

90% after deductible

## MENTAL HEALTH CARE

Outpatient Visits

75% after deductible subject to  
\$2,000/yr & \$5,000/lifetime maximums  
45 days at 100% subject to  
\$15,000/yr & \$30,000/lifetime  
maximums (combined with Substance  
Abuse) 60 day renewal (additional days  
under Master Medical covered at 50%  
after deductible up to maximums)

Inpatient Care

Covered up to annual minimum  
dollar amount set by state  
(no Master Medical coverage)  
Unused inpatient mental health care  
days (no Master Medical coverage)

## SUBSTANCE ABUSE

Outpatient Visits

Inpatient Care

## PRESCRIPTION DRUGS (Traditional)

\$2 copay

## BENEFIT DOLLAR MAXIMUMS

Hospital/Medical/Surgical

Unlimited

Master Medical Lifetime Maximum Benefit

\$1,000,000

Master Medical Deductible

Single

\$50

Family

\$100

Master Medical Co-Insurance

90/10%

Master Medical Out-of-Pocket Maximum\*\*

Single

\$1,050

Family

\$1,100

\*\*These out-of-pocket maximums do not include Mental Health/Substance Abuse and  
Private Duty Nursing.

NOTE: This benefit explanation is not a policy or guarantee of benefits; its use is only  
to provide general information.