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AGREEMENT

*12/31/97*  
*Wage schedule three*  
*12/31/2000*

BETWEEN

THE TOWNSHIP OF WATERFORD

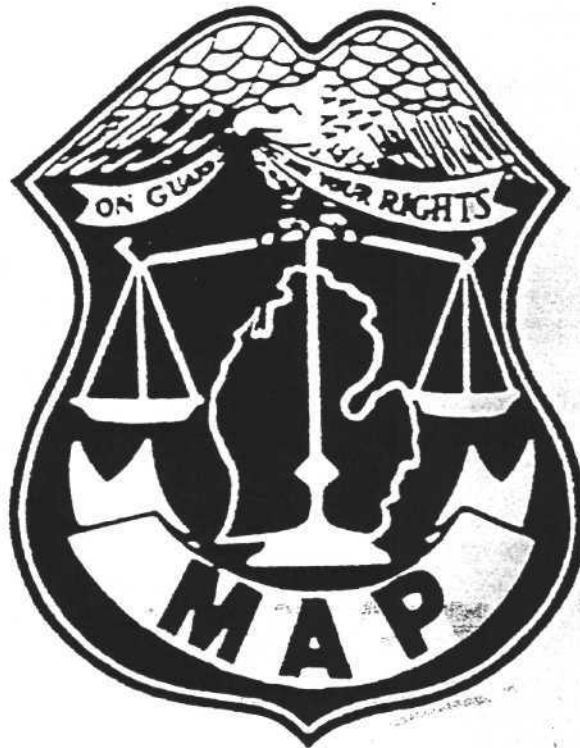
AND

MICHIGAN ASSOCIATION OF POLICE

(MAP)

JANUARY 1, 1995 - DECEMBER 31, 1997

*Waterford Township*



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## AGREEMENT

This Agreement entered into on this First day of January 1995 and is effective January 1, 1995, between the CHARTER TOWNSHIP OF WATERFORD, (hereinafter referred to as the "Employer" or "Township"), and the Michigan Association of Police Inc., (MAP), on behalf of the Waterford Township Police Officers Association its affiliate. MAP is a labor organization under the laws of the State of Michigan (hereinafter referred to as the "Association" or the "Union").

### ARTICLE I RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Act of 1965, the Employer hereby recognizes the Michigan Association of Police Inc. (MAP), as the sole and 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 for all patrol officers, as certified in MERC Case No. R84-1243 dated November 13, 1984, and all community service officers, excluding supervisors and all other employees.

### ARTICLE II PURPOSE AND INTENT

2.1 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 Michigan Association of Police and the People of the TOWNSHIP OF WATERFORD.

2.2 The parties recognize that the interest of the Community and job security of the employees depend upon the employer's success in establishing proper services to the community.

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

ARTICLE III  
AGENCY SHOP

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

- A. Service Fee - Present employees covered by this Agreement shall, as a condition of employment, either become members of the Association or pay the equivalent of the Association's regular monthly dues, referred to as a service fee, to the Association for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following effective date of the Agreement.

- B. Employees hired, rehired, reinstated, demoted or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the Association or pay the equivalent of the Association's regular monthly dues, referred to as a service fee, to the Association for the duration of this Agreement, payable as provided in Article V, deduction of Dues.
- C. An Employee who shall tender the periodic dues and assessments uniformly required of a member or a service charge, shall be deemed to have met the conditions of this Section.
- D. The Employer and the Union agree not to interfere with the rights of an employee to become or not become a member. There shall be no discrimination or coercion against an employee because of union membership or non-membership. Employees may change their membership status at anytime during the term of this agreement subject to the conditions outlined in Article V, Deduction of Dues.



ARTICLE IV  
DEDUCTION OF DUES

4.1 Employees who are represented by the bargaining unit may authorize the Township to pay their service fees or dues to the Association and to deduct the amount of the dues or service fees from each pay. Upon receipt of written authorization, the Employer shall make the deduction at the next pay period designated for this purpose. Dues and service fees shall be collected in advance for the following month, and the total amount deducted each month shall be forwarded to the Association Treasurer. Members of the bargaining unit laid off shall have their dues or service fees automatically deducted upon return to employment with the Township without signing another written authorization.

4.2 Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list from whom the dues or service fees have been deducted.

4.3 The Association shall defend, indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer for purposes of complying with any of the provisions of this article.

4.4 In the event the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of this Agreement, such request shall be effective sixty (60) days after the Township's receipt of such request along with written assurance from the Association that such additional amounts have been authorized by the membership.

**ARTICLE V**  
**REPRESENTATION**

5.1 Officers and representatives of the Association shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Association responsibilities, including negotiating with the Township, processing of grievances, and administration and enforcement of this Agreement. The Association president or secretary shall have the time off without loss of pay to attend all Civil Service meetings. They shall also be allowed to attend Township Board Meetings, excluding those which do not affect the Police Department. Whenever possible, appearance at meetings should be by the off-duty officer.

5.2 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.

5.3 Reasonable time off with pay shall be given either to one steward or one alternate steward for each shift to handle grievance matters.

5.4 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.

5.5 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.

5.6 Any one member of the Association or various members during each year selected by the Association shall be allowed time off for a period not to collectively exceed three (3) working days without loss of time or pay to attend such conferences, conventions, or other educational Police Association related functions as shall be in the judgment of the Association, worthwhile and beneficial to the Association. Written notice shall be submitted to the Employer thirty (30) days in advance of the attendance at such function indicating the representative or representatives to attend the time involved under this Section.

5.7 Three (3) members of the Association shall be permitted to simultaneously engage in negotiations, along with representatives from the Michigan Association of Police, Inc. (MAP). Two (2) members per shift will be paid their regular pay if such meetings take place during their regular duty hours.

5.8 The parties agree that such negotiations will normally be scheduled during the week between the hours of 8:30 a.m. and 5:00 p.m. so as to afford the parties access to informational resources.

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

ARTICLE VI  
STRIKE PROHIBITION

6.1 The Association agrees there shall be no strikes, slow downs, stoppage of work or any interference with the efficient management of the Police Department.

6.2 It is agreed by the parties hereto that nothing contained in this Section or any part of this Agreement shall be construed or used in any manner to form the basis for an allegation of this Agreement for the purpose of supporting any legal or court action unless and until the parties to the complaint or contention shall have been allowed a reasonable opportunity to correct the same and shall refuse to do so.

ARTICLE VII  
GRIEVANCE PROCEDURE

7.1 DEFINITION - A grievance is any dispute or disagreement which may arise between the parties concerning the meaning, application or interpretation of this Agreement.

7.2 It is agreed that grievances that may arise between the parties shall be settled in accordance with the procedure herein provided.

7.3 Step 1 - Verbal - Immediate Supervisor - An employee who believes that any provision of this Agreement that has not been applied or interpreted properly may, within 10 days of the event, occurrence or knowledge of the facts giving rise to the grievance, discuss his/her complaint with his/her immediate Supervisor, with or without the presence of his/her Steward. The parties shall discuss the complaint in a friendly manner without interference of any kind, and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her Steward before any discussion takes place with the Supervisor. Any Agreement reached between the parties at this step shall not be inconsistent with the terms and conditions of this Agreement. The Supervisor shall give his/her answer within seven (7) days in writing.

7.4 Step 2 - Written - Chief - If the answer received at Step 1 is unacceptable, the grievance may be reduced to writing and submitted to the Chief of Police, no later than ten (10) days after receipt of the answer in Step 1. A meeting between the Chief of Police and/or his/her designated representatives and the union shall be held within ten (10) days after the date of the submission to the Chief. The Chief or his/her designee shall give his/her answer to the grievance in writing no later than seven (7) days after the date of the grievance meeting.

7.5 Step 3 - Township Supervisor - If the grievance is not satisfactorily settled at step 2, the Union may refer the grievance to the Township Supervisor no later than ten (10) days after receipt of the step 2 answer. A meeting between the Union and the Township Supervisor and/or his/her designated representatives shall be held within ten (10) days after the date of the submission to the Township Supervisor. The Township Supervisor or his/her designee shall render his/her decision in writing within seven (7) days of the grievance meeting.

7.6 ARBITRATION - If the grievance is still unresolved, the Union may refer the grievance to arbitration provided that notice of intent to arbitrate shall be given to the Employer no later than fifteen (15) days after receipt of the Supervisors answer in Step 3.

7.7 SELECTION OF THE ARBITRATOR - The Employer and the Union shall first attempt to agree upon the selection of an arbitrator.

- A. In the event the parties cannot agree on the selection of an arbitrator within twenty (20) days of the Union's notice of intent to arbitrate, the Union may request from either, the Federal Mediation and Conciliation Service, or the American Arbitration Association, a list of seven (7) names of possible arbitrators. The parties shall select the arbitrator under the rules of the agency selected. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Township.

7.8 POWERS OF THE ARBITRATOR - 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. Except as may be otherwise provided for in this agreement, the Arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission.

7.9 The decision of the Arbitrator shall be rendered within thirty (30) days of the close of the hearing and shall be final and binding on all parties.

7.10 Expenses of the Arbitrator - The fees and the expenses of the Arbitrator shall be split evenly between the parties, who will be governed by the Voluntary Labor Rules of the American Arbitration Association. Each party is responsible for their own expenses for representation, witnesses, stenographic record or similar expenses.

7.11 Time Limits - Time limits throughout shall be counted as calendar days. Time limits at any step of the grievance procedure may be waived or extended by mutual consent of the Employer and the Union.

7.12 Discipline - Election of Remedies - Where an employee is disciplined and he/she elects to contest the measures, he/she shall elect to submit his/her appeal to the Act 78 Civil Service Commission or the grievance procedure, but not both. Selection of one avenue of appeal shall bar the use of the other.

- A. Grievances involving disciplinary action which involves either suspensions or discharge shall be reduced to writing and submitted to Step 3, within ten (10) days of receipt of the written notice of disciplinary action. A meeting shall be held within ten (10) days of receipt of notice of appeal. Notice of appeal shall indicate the chosen route of appeal, i.e. to the grievance procedure or Act 78. The notice of disciplinary action shall state all rules, regulations and procedures allegedly violated and the disciplinary action recommended by the Employer. All other forms of disciplinary action may be either appealed to Step 2 of the grievance procedure or to Act 78.

- B. The discharge of a probationary police officer may be subject to the grievance procedure as set forth above, but shall stop at Step 3 with the decision of the Township Supervisor as being final and binding.

ARTICLE VIII  
COMPLIANCE WITH THE LAW

8.1 It is agreed that 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 IX  
BULLETIN BOARDS

9.1 The Association shall be provided suitable space for a bulletin board for the Association for the posting of Association notices, and other materials. Such boards shall be identified with the name of the Association. The Association may 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 X  
DISCIPLINARY PROCEDURE AND REQUIRED STATEMENTS

10.1 An employee shall have the right to either request the presence of his/her steward or expressly waive the right to his/her presence in writing 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 with a copy delivered to the Employee. It is the employee's exclusive responsibility to give the written waiver or request union representation.

10.2 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.

10.3 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.

10.4 Employee's Bill of Rights - Whenever any complaint or charge shall be brought against an employee from external or internal sources, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee/member shall have the right to representation by the association at every step of the proceedings.

- A. Members shall not be required to write a report or statement to the employer regarding any complaint against them unless said complaint is reduced to writing. Any order for a written response shall be narrowly and specifically related to said alleged violations. A copy shall be furnished to member.
  
- B. If a complaint is made against a member of a criminal offense or if the allegations were to prove to be true, they would constitute a criminal offense, before interrogation or making of any statements the member shall be allowed the opportunity to obtain the advice of counsel.
  
- C. Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the employer. Members shall be allowed three (3) working days to make any statements ordered.

D. The order and the statement shall be considered a private record and shall not be made available except under judicial or civil service subpoena, 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 employees right to the privilege against self-incrimination, but shall be used solely for internal employment purposes.

10.5 Nothing herein shall be construed so as to deprive any rights that an employee may have by law.

10.6 Polvgraph - 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.

10.7 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 actions 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 source 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.

10.8 Whenever an employee in the bargaining unit is disciplined by the Employer, and that discipline consist of a suspension of less than five (5) days, the parties agree that the disciplinary action will be held in abeyance pending the appeal.

The penalty imposed shall be held in abeyance pending the completion of Step 3 of the grievance procedure, or the completion of the Civil Service Commission hearing.

This section will not apply to new hire probationary officers.

ARTICLE XI  
LAYOFFS

11.1 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.

11.2 In the event the Waterford Township Police Department has a layoff of any member of the Command Officers Association, those who would be laid off will have the option of a demotion to their previous classification in lieu of being laid off.

11.3 For the purposes of being able to "bump" into the Police Officers bargaining unit, it is agreed that such members would be credited with only that previous seniority accrued while they were members of the Police Officers bargaining unit.

11.4 This adjusted seniority would be used for determining vacation selections, shift assignments, job preference, etc. Demoted members would be paid the top pay of their new classification. For retirement purposes, vacation earned and longevity pay, all members of the Waterford Township Police Department retain all seniority accrued from date of hire.

11.5 If an employee is promoted to Sergeant and either fails to make probation or decides to return of his own accord to the unit, he shall not lose seniority for the time served as probationary sergeant. Maximum amount of time to be credited is six (6) months.

11.6 All parties recognize that the citizens of Waterford Township have a right to expect professional law enforcement at all times.

11.7 To this extent, the parties agree that should any employee covered by this agreement be laid off due to lack of work and/or lack of funds, reserve officers shall not be used to replace any full time officers on layoff status.

11.8 The employer will be allowed to continue to utilize reserve officers for special events, e.g. high school football games, Halloween and devil's nights, parades, if full time officers are on layoff status.

## ARTICLE XII SENIORITY, TRANSFERS AND TRADING OF DAYS

12.1 In the event of vacancies in Bureaus in the classification of Patrol Officer planned to be filled by the transfer of personnel, the Association shall be advised in writing of the vacancies at least seven (7) calendar days prior to filling such vacancies and Employees shall have seven (7) 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 as operating needs of the Police Department require such action. If assignments in the latter case are to exceed thirty (30) days, the notification procedure shall then be followed and reassignments may then be made at the discretion of the Police Chief, based on the procedure outlined below.

12.2 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 shall be final and not subject to a grievance procedure, except to the extent that the notification and review procedure outlined herein is not followed.

12.3 Seniority shall have preference on all vacation requests but only so long as it does not conflict with the provisions of Article XVII on the scheduling of vacations.

12.4 Seniority shall have preference on all shift preferences and such shift preferences shall take place quarterly on the first Saturday of each January, April, July and October in the following manner:

- A. A blank schedule for each shift shall be posted on the union bulletin board four (4) weeks prior to the aforementioned quarters, to be completed one (1) week prior to the aforementioned quarters.
- B. Officers shall indicate their preference for shift and leave days by seniority in sequence, by signing their names in the appropriate space on the blank schedule.

(1) Leave days shall be indicated on the schedule prior to posting.

(2) Officers who will be on vacation, sick leave, etc. when the shift change schedule is posted, shall before leaving submit an interdepartmental stating their first and second choice of shift preference. They shall also include their choices of leave days.

C. An officer cannot exercise shift preference and bump an officer with less than one (1) year of seniority (one year from date of hire).

D. During such quarterly period, 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 (1) month, during said three (3) month period. Such exchanges of shift must be requested of the Police Chief, who shall have the discretion to grant such mutual request if in his discretion such shift changes will not disrupt the efficient operation of the Police Department.

E. Seniority shall have preference on all transfers involving shift assignments.

F. Seniority shall have preference on days off.

- G 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 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 by a sick day of the Employee within the same pay period; provided further that an Employee shall not trade or exchange a day's work with another Employee so as to give either Employee a sixteen (16) hour working day.

ARTICLE XIII  
SHIFTS

13.1 Shifts It is agreed that the regular shifts in the patrol division shall start at times determined by mutual agreement between the Union and the Township, except that the officers assigned to the "Flexible Shift" as presently constituted shall start at such times as shall be assigned. It is further agreed that the Traffic Bureau shifts shall be scheduled at the regular shift selection posting based upon the needs of the department during the course of this Agreement or as may be mutually agreed to by both the Township and the Association during the course of this Agreement.



**ARTICLE XIV**  
**HOLIDAY PAY**

14.1 The paid holidays for seniority employees are designated as the following:

January 1	New Year's Day
Full Day	Dr. Martin Luther King Day
Full Day	Washington's Birthday
Full Day	Good Friday
Full Day	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Full Day	Thanksgiving Day
Full Day	Friday after Thanksgiving
Full Day	Day before Christmas
December 25	Christmas
Full Day	Day before New Years

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

14.3 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.

14.4 Probationary employees shall receive holiday pay for any and all holidays worked in accordance with this Article.

ARTICLE XV  
OVERTIME AND COMPENSATORY TIME

15.1 Overtime - 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 (8) hours in any one day and over forty (40) hours in any one work week, such payment, if any, to be paid on alternate pay days as earned. This formula shall not apply to so-called Court Time, as set forth in Section 15.2 hereof.

15.2 Court Time - All Employees required to appear in Court in proceedings arising out of the performance of their official duties, outside of his/her 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:

- A. Less than 2.35 hours, 2.35 hours minimum.
- B. 2.35 Hours or more, actual time worked.

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

15.3 An employee required to appear in court within one (1) hour prior to his regularly scheduled work shift or within one (1) 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 (1) 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 our 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 work, should the said employee be required to spend more than two hours in court after the end of his regularly scheduled work shift, the regular payment for court appearances herein before 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 herein before set forth shall apply, nothing herein before to the contrary notwithstanding.

15.4 All funds for compensation paid to the employee by virtue of his status as an employee, other than by the Township, shall be forthwith 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.

15.5 Call In Pay - 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.

15.6 Compensatory Time - 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. Court time hours may be redeemed with equivalent time off in lieu of pay under this compensatory provision.

15.7 Request for Compensatory Time Off - 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.

15.8 Compensatory Time Payoff - 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.

15.9 Shift Overtime - Shift overtime shall be offered on a shift seniority basis to on-duty officer(s). If refused by the senior officer(s), it shall be binding on the most junior officer(s) on that shift. The past practice of overtime for court time, shift replacements for vacancies and officers handling assignments that would extend beyond their normal quitting time shall not be affected by this provision (probationary officers not included).

ARTICLE XVI  
CLOTHING ALLOWANCE

16.1 In the event an employee is required to perform "undercover" or "plain clothes" duties for a continuous period of one (1) work week or more, said employee shall be entitled to a clothing allowance in the amount of Five Dollars (\$5.00) per week, not to exceed a maximum of Two Hundred Dollars (\$200.00) per year.

16.2 Said clothing allowance shall be paid to said employee once during each year of this Agreement in the first pay check prior to December 1 of each year of this Agreement. At least ten (10) days prior thereto, each employee entitled to a clothing allowance hereunder shall submit a detailed voucher request, setting forth the dates on which he performed said undercover or plain clothes work, and the amounts to which he is entitled.

16.3 This clothing allowance shall be due and payable within the year in which it accrues and if not withdrawn according to the procedures set forth herein, it shall not accumulate.

ARTICLE XVII  
VACATION

17.1 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 and one-half (1 1/2) days per month
10 - 15 Years	Two (2) days per month
Over 15 Years	Two and one-third (2 1/3) days per month

17.2 All employees may postpone their vacations from one year to another, and accumulate and carry over at the end of the fiscal year up to forty eight (48) hours 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 more than three (3) years.

17.3 If an employee becomes so ill that he/she is incapacitated, his/her vacation shall be re-scheduled.

17.4 If a regular pay day falls during an employee's vacation, he/she may receive the check for that pay in advance of his/her vacation upon prior written request of at least three (3) weeks notice.

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

7.6 The Township shall post vacation schedules and request employees to turn in their vacation preferences by March 1st of each year during the term of the contract, and vacations shall be scheduled in accordance with seniority, with the most senior employee having the first preference on vacations, all in keeping with the needs of the Department. Requests for vacation time received after March 1st of each year shall be honored in the order received, subject to availability of requested dates as determined by Department manpower needs, without regard to seniority. The vacation schedule, as prepared in conformance with this Section, shall be posted as soon after March 1st as possible, and shall be updated on a continual basis, and kept in a conspicuous place so it will be available for reference by all members of the Department.

17.7 The maximum amount of vacation time that an employee may accumulate in their vacation bank may not exceed sixty (60) days.

17.8 Upon application for retirement, the amount of accrued vacation time (up to the maximum of 60 days) that an employee will have as of the anticipated date of retirement shall be determined. Fifty (50%) of that time may be used prior to the employee's retirement date with the balance (up to a maximum of 50% ) being paid in a lump sum to the employee subsequent to his retirement. Under no circumstances shall the post-retirement vacation pay-off be considered a part of Average Final Compensation for retirement benefit calculations.

ARTICLE XVIII  
LONGEVITY PAY

18.1 It is further agreed by and between the parties hereto that the employees of the Association hired prior to December 31, 1982, 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 six (6) years service - two (2%) percent of the base schedule as shown in Article XXXIII of the annual salary.
- B. After nine (9) years service - four (4%) percent of the base schedule as shown in Article XXXIII of the annual salary.
- C. After twelve (12) years service - six (6%) percent of the base schedule as shown in Article XXXIII of the annual salary.

- D. After fifteen (15) years service - eight (8%) percent of the base schedule as shown in Article XXXIII of the annual salary.
- E. After twenty (20) years service - ten (10%) percent of the base schedule as shown in Article XXXIII of the annual salary.
- F. The longevity pay shall be paid proportionately over the regular twenty-six (26) pay periods.

18.2 All employees in the bargaining unit hired between January 1, 1982 and October 1, 1993, shall be paid a lump-sum payment of \$3,000 upon completion of six (6) years of service with the bargaining unit. The lump-sum payment is to include those employees who completed their sixth year on or before October 1, 1993. Employees hired after October 1, 1993 shall not be entitled to longevity payments.

#### ARTICLE XIX INSURANCE

19.1 Health - The base hospitalization insurance program of Blue Cross and Blue Shield Preferred Provider Plan which shall include the FAE-RC, \$0 payment for office visits after \$100.00 deductible annually, shall be paid in full by the Township. It is the intention of the parties hereto to have the Township pay the total monthly premium for all eligible employees, including their spouse and children. The Township agrees to provide the prescription rider to the Blue Cross/Blue Shield. The employee base plan also included a prescription drug plan through Blue Cross RX, with no prescription costing the employee more than \$5.00 and Blue Cross Master Medical Option IV.



- A. Probationary employees shall receive health insurance effective on the 10 day of the month following thirty (30) days of employment.
- B. Employees who have health insurance provided to them through a spouse or by other means may elect to waive coverage in lieu of an annual payment of \$1,500. Should the employee lose his/her alternative coverage they may rejoin the township plan provided they reimburse the township for the pro rated share of the \$1,500 payment.

19.2 The Township and Association agree that 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.

19.3 In the event the health, medical, surgical coverage proposed by the employer is a self-insured plan, the parties must reach a mutual agreement before implementation.

19.4 Life Insurance - The Township shall provide life insurance to each individual employee of the Waterford Township Police Department in the amount of one and one-half (1 1/2) times his/her annual salary (rounded to the next thousand) with accidental death and dismemberment protection for both occupational and non-occupational coverage up to a maximum of Fifty-Five Thousand (\$55,000.00) dollars. It is the intention of the parties hereto to have the individual covered twenty-four (24) hours a day.

19.5 Dental - Effective six (6) months following the employee's date of hire, the Township shall provide each employee, eligible spouse and children, with dental benefits providing basic services, oral surgery services, endodontic services and periodontic services and prosthodontics services with a 75/25 co-payment and a \$1,000 maximum per year per person; and orthodontic services with a 75/25 -payment and a \$1,000 maximum lifetime per person coverage.

19.6 Optical - After considerable study and discussion, we have decided to try a new approach to our optical plan coverage. We have replaced Kennedy Optical with a self-insured/administered plan with some of our employees. Their plan is effective immediately. It provides for a maximum payment of One Hundred (\$100.00) Dollars every two (2) years for the employee and each eligible dependent every two (2) years. The employee can choose their own source for examination and glasses (or contacts). Any expenses in excess of One Hundred Dollars (\$100.00) is the employee's responsibility.

The system is a reimbursement system. The employee submits an application for reimbursement (our form) and receipts from the optical source that shows the family member's name, services rendered and charges. Then, the Township cuts a check in the appropriate amount up to a maximum of One Hundred (\$100.00) Dollars. Each eligible family member is eligible for this once every twenty-four (24) months.

- A. After twelve (12) months, probationary employees shall receive the Optical coverage as per the provisions of this Article. Exception: they shall be eligible for reimbursement immediately for any eye wear that may become damaged in the performance of their duty.

19.7 Retirees Health Insurance - The Township shall provide a patrol officer 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 reinstate its retiree coverage.

19.8 Regular retirees shall be provided Blue Cross/Blue Shield coverage until such retired employee becomes eligible for Blue Cross/Blue Shield M-65 coverage or age 65, whichever first occurs. M-65 coverage will be furnished to all those eligible and are covered by Medicare. All such coverages will not be provided by the Township if available from another source.

19.9 Surviving dependents of future deceased officers and surviving dependents of future retirees shall be provided with comparable medical insurance, with the exception of the dental and optical rider, at levels and same conditions provided active members of the Association.

19.10 Employees that fail to notify the employer within thirty (30) days after a change in their dependent status will be required to reimburse the employer for all back premiums paid by the employer in behalf of such dependent(s) for whatever period of time was involved.

19.11 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.

19.12 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.

19.13 Upon mutual agreement the parties agree to reopen the contract in regards to the C.O.P.S. Health and Welfare Trust.

## ARTICLE XX SICK LEAVE

20.1 All employees shall be entitled to sick leave, with pay, for any illness or non-work related injury, for up to 60 consecutive calendar days for each illness or injury. Non-emergency doctor appointments are not included, but employees may take other paid leave for such purpose.

20.2 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.

20.3 After three (3) consecutive work days of absence or upon reasonable indication of sick time abuse, the Employer may request reasonable verification of illness. Upon five (5) consecutive working days of absence the Employer may require the employee to be examined by a Township-selected physician at the Township's expense.

20.4 An employee who does not use any sick leave time in a calendar quarter shall be credited with one-half (1/2) day additional vacation time to a maximum of two (2) days per year.

20.5 The accrued sick time as of December 31, 1994 (assuming ratification by that date) shall be paid to the employee in accordance with the following schedule:

A. Each employee's pay-off shall be determined by multiplying one-half of the accrued sick time hours (to a maximum of 1200 hours) by the employee's hourly rate of pay as of December 31, 1994.

B. If the pay-off is \$1,500 or less, payment will be made in one lump sum on or before April 15, 1995.

C. If the pay-off is between \$1,500 and \$7,500, payment shall be made in annual installments of \$1,500 per year commencing on or about April 15, 1995, provided that the final installment shall be for the balance then due.

D. If the pay-off is more than \$7,500, payment shall be made in five (5) equal annual installments commencing on or about April 15, 1995.

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 on or before January 15, 1995.

F. In the event of death of the employee prior to receipt of full pay-off, any balance remaining shall be paid to the employee's designated beneficiary or the employee's estate if no beneficiary has been designated or predeceased the employee.

ARTICLE XXI  
LONG TERM DISABILITY

21.1 All employee members of the bargaining unit are eligible to receive benefits under this section, except as otherwise limited herein in Sections 21.4 and 21.5.

21.2 If an employee eligible to receive long term disability benefits becomes injured, sick or disabled, so as to prevent the employee from engaging in the employee's normal or limited duties, and requires the regular care and attendance of a legally qualified physician or surgeon, commencing on the sixty-first day after the employee's illness, injury or disability, the Employer shall pay benefits to the employee in an amount equal to three-fourths (3/4) of the employee's regular wage exclusive of overtime and/or shift premium pay, less deductions as required by law.

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

21.4 No employee shall be eligible for the payment of benefits hereunder until a proper claim has been submitted in writing to the Township, and the Township reserves the right and opportunity to have a physician of its choice examine the employee whose injury, sickness or disablement is the basis of a claim for benefits, when and as often as it may reasonably require during the payment of any claim hereunder.

21.5 Limitations and Exclusions:

A. No payment under this Article 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. Payments under this Article shall be reduced by an amount received by the employee from any other Township-provided sick and accident insurance policy, disability retirement program, regular retirement program or any Social Security payments.

C No payments under this Article shall be provided while an employee is laid off, discharged, retired or receiving a pension from the Township.

D. No payments under this Article shall be provided for any loss caused by war or any act of war, whether declared or undeclared, or while the employee is in the service of the National Guard, or any military or naval services of the United States.

21.6 An employee receiving payments under this Article shall continue to receive Township provided family health insurance, dental, optical and life insurance.

21.7 An employee receiving payments under this Article shall continue to accrue seniority.

#### ARTICLE XXII BEREAVEMENT LEAVE

22.1 Employees may be allowed up to five (5) working days as bereavement leave days, not to be deducted from sick leave, for a death in the immediate family, subject to approval by the Department or Division Head. Immediate family is defined as follows: 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.

22.2 An employee may 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. Any other relationships including step-relatives shall be at the discretion of the chief and reasonable evidence of attendance at the funeral may be required.

ARTICLE XXIII  
TUITION REIMBURSEMENT

23.1 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 educational program leading to an appropriate degree related to improved performance or to improve 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.

23.2 Probationary employees shall not be eligible to participate in the tuition reimbursement program while on probation.

23.3 The Employer will no longer be obligated to pay for tuition reimbursement for anyone enrolled in a Masters program or higher.

23.4 Exception: Any employee who is currently enrolled in a Masters program or higher shall be red circled, and the Employer is obligated to continue to pay for their tuition reimbursement.

23.5 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:

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

ARTICLE XXIV  
DRESS CODE

24.1 The dress code now in effect in the Department Rules and Regulations is hereby adopted and incorporated herein by reference.

ARTICLE XXV  
JOB INCURRED INIURIES

25.1 An employee who suffers injury of illness during and in the course of employment shall be entitled to Worker Compensation benefits in accordance with the laws of the State of Michigan. In the event of a dispute over whether or not the injury is compensable under the law, the Township shall make the initial determination subject to the employee's right to petition for benefits. During the pendency of such petition, the employee shall receive sick leave payment in accordance with Article 20 until such time as the dispute is resolved.

25.2 For a maximum period of eighteen (18) months from the date of compensable injury of illness, the Township shall supplement the Worker Compensation payments so that the employee will receive 100 percent of the employee's normal net take home pay. The supplementary payment shall be determined by calculation of the non-taxable status of Worker Compensation payments, and the employee's normal federal and state tax withholding and FICA payments, and shall not include any other deductions.

25.3 If an employee has been receiving sick pay benefits prior to the determination of Worker Compensation eligibility, upon determination of and payment of retroactive Worker Compensation benefits, the employee shall reimburse the Township for the difference, if any, between the pay received and the pay the employee would have received under the provision of Section 25.2

25.4 If the disability continues beyond eighteen (18) months, and the employee is not on disability retirement, the injured or ill employee may use accumulated vacation pay to continue the supplement the employee would have received under the provisions of Section 25.2.

25.5 During such period of job-related disability and while receiving full pay as set forth in Section 25.2, the employee shall continue to receive all other benefits the employee would otherwise be entitled to had the employee been working.

ARTICLE XXVI  
RESERVE OFFICER LIST AND SPECIAL PATCHES

26.1 The Township agrees to post at least annually a list containing the names of all reserve officers of the Department, that being given such identification that would identify them as reserve officers, and that the lists 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.

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

**ARTICLE XXVII**  
**MAINTENANCE OF CONDITIONS**

27.1 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.

27.2 . 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.

27.3 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 XXVIII**  
**PERSONAL BUSINESS DAYS:**

28.1 Members will be allowed two (2) personal days a year, not chargeable to any bank.

ARTICLE XXIX  
SAVINGS CLAUSE

29.1 If any 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 XXX  
PENSIONS

30.1 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.

30.2 Annuity Withdrawal - Effective January 1, 1985, 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:

- A. 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.

- B. 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.
- C. Waiver of Notice: The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's 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.
- D. Computation of Annuity: The parties agree that the Merrill-Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. This 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.

30.3 Effective 01-01-95 for purposed of computing retirement benefits, Final Average Compensation shall be determined based on the annual average of either of the following options at the election of the employee:

- A. The last three (consecutive) years of employment from date of retirement, or
- B. Any three (3) of the last ten (10) calendar years of employment prior to retirement.

30.4 Effective 01-01-95 except for Community Service Officers, for all persons who retire from the unit the pension multiplier used to compute the annual pension shall be 2.5 percent for the first 25 years of service and 1.0 percent for each additional year of service.

30.5 Once the employee becomes eligible for social security payments, there shall be no roll-back of the pension.

30.6 Service Credit - When computing a member's service credit, the member shall be given service credit for not more than five (5) years combined active military service to the United States Government and/or prior full-time sworn, certified, paid law enforcement time, who is employed subsequent to this service upon payment to the retirement system of fifty (50%) 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. (For employees hired prior to January 1, 1995, such time shall include employment as a police dispatcher, court officer or probation officer.) 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.

30.7 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.

31.9 Community Service Officers Pensions - All Community Service Officers shall be provided a pension plan by the Employer a identified as the "Employee's Retirement System Ordinance #124".

31.10 Effective January 1, 1986, the Employer shall pay one hundred (100%) per cent of the Community Service Officers pension plan.

## ARTICLE XXXII MANAGEMENT'S RIGHTS

32.1 The Township Board on its own behalf and on behalf of its electors hereby retains and reserves unto itself without limitations 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 the United States. Further, all rights which ordinarily vest in and are exercised in are reserved to and remain vested in the Township Board including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered to the public;
- B. To determine the number, location and type of facilities and installations;



- C. To determine the size of the work force;
- D. To hire new employees. To lay off employees.
- E. To direct the work force and assign the type and location of work assignments and determine the number of hours to be worked.
- F. To establish fair and reasonable work standards, methods, processes and procedures by which such work is to be performed;
- G. To discipline, suspend and discharge employees for just cause;
- H. To carry out cost and general improvement programs;
- I. To transfer, promote and demote employees;
- J. To establish training requirements for purposes of maintaining or improving professional skills of employees.

32.2 It is agreed that these enumeration's of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and except as specifically abridged, deleted, modified or granted by this Agreement all of the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation, within the rights of the Township.

32.3 It is understood that the rights, powers, authorities, duties and responsibilities provided in this Article are limited by the express provisions of this Agreement.

Waterford Township - MAP  
 Effec. 1-1-98 through 12-31-2000

## SCHEDULE A MAP WAGES

### Patrol Officers

<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS (FULL)</u>
<u>1997</u>					
26,265	28,031	31,717	35,376	39,033	42,692
<u>1998</u>					
27,059	28,879	32,676	36,446	40,213	43,983
<u>1999</u>					
28,025	29,909	33,843	37,747	41,649	45,553
<u>Jan-00</u>					
29,265	31,233	35,340	39,417	43,492	47,569

### CRIME SCENE INVESTIGATORS

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS (FULL)</u>
1997	36,297	38,432	40,567	42,702
1998	37,386	39,585	41,784	43,983
1999	38,720	40,998	43,275	45,553
JAN-00	40,434	42,812	45,191	47,569

### COMMUNITY SERVICE OFFICERS

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS (FULL)</u>
1997	23,219	24,584	25,950	27,316
1998	23,915	25,322	26,729	28,135
1999	24,846	26,307	27,769	29,230
2000	25,803	27,320	28,838	30,356

Labor Relations  
 MaP-Patrol Officer  
 Contracts  
 MAP expires 2000 contract

ARTICLE XXXIII  
SALARIES  
SCHEDULE "A"

33.1

Pay schedule for Patrol Officers

Effective Date	Start	6 mos	1 Year	2 Years	3 years	4 years
Current*	\$23,566		\$27,410	\$30,750	\$34,100	\$37,466
1/1/1995 4%	\$25,000	\$26,601	\$30,100	\$33,672	\$37,153	\$40,830
1/1/1996 3%	\$25,750	\$27,401	\$31,095	\$34,602	\$38,200	\$41,855
1/1/1997 2%	\$26,265	\$28,031	\$31,717	\$35,370	\$39,033	\$42,892

14% Increase over 3 years

\*Does not include report writing

Pay schedule for Community Service Officers

Effective Date	Start	6 Mos.	1 Year	2 Years
Current	\$19,226	\$20,390	\$21,532	\$22,665
1/1/95	\$22,100	\$23,400	\$24,700	\$26,000
1/1/1996 3%	\$22,763	\$24,102	\$25,441	\$26,780
1/1/1997 2%	\$23,210	\$24,504	\$25,950	\$27,310

20.5% Wage Increase over 3 years

ARTICLE XXXIV  
COMMUNITY SERVICE OFFICERS  
PROBATIONARY PERIOD

34.1 All persons employed as a Community Service Officer shall first serve a probationary period not to exceed ninety (90) days from date of original employment.

ARTICLE XXXV  
DURATION

35.1 This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 1997 or until a successor Agreement is reached.

35.2 Notice of modification shall be in writing not later than November 1, 1997, and shall be sufficient if sent by certified mail to the Union, and if to the employer, addressed to the Township Supervisor.

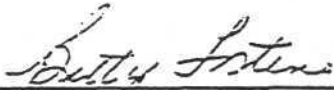
35.3 Termination. Notice of termination shall be in writing sent by certified mail to the Union and if to the employer, addressed to the Township Supervisor.

35.4 Either party wishing to terminate the agreement must first serve a sixty (60) day prior notice of the intended termination date. Neither party can terminate the contract prior to the expiration date.

FOR THE EMPLOYER



Dennis Ritter, Township  
Supervisor



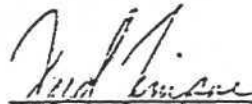
Betty Forano, Township  
Clerk

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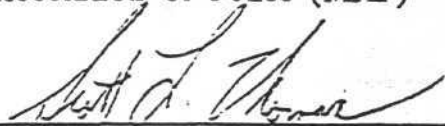
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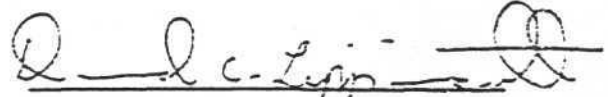
FOR THE UNION



Fred Timpher, Michigan  
Association of Police (MAP)



Scott Thomas, President  
Waterford Township POA



David Lippincott, Vice President  
Waterford Township POA



Brian Foley, Secretary  
Waterford Township POA



Joe Wessol, Treasurer  
Waterford Township POA

LETTER OF UNDERSTANDING

WARRANT OFFICER

There shall be created a non-supervisory assignment of Warrant Officer. The Warrant Officer position will be assigned to the Detective Bureau.

The Warrant Officer shall perform the following duties:

1. Obtaining warrants from the Prosecutor's Office.
2. Arraigning arrested subjects.
3. Serving circuit court subpoenas.
4. Assignment with a detective to observe and assist when possible.

The Warrant Officer shall not be assigned:

1. Duty Detective duties.
2. Case load.
3. As office in charge of a case.

Assignments shall be voluntary by seniority with the most senior officer be offered the assignment first.

Duration of assignment shall be for ninety (90) day increments. However, officer may volunteer to remain as the warrant officer up to 2 years. Assignments the Warrant Officer position shall correspond with the quarterly shift change (Art. 12.4).

MILEAGE ALLOWANCE

When department vehicles are not available and employees are required to their own personal vehicle while on department business, they shall be paid mile per the current Township allowance. The mileage allowance will only be paid department business outside of Waterford Township (excluding Oakland County Circuit Court).

FOR THE EMPLOYER



Dennis Ritter, Township  
Supervisor



Betty Fortino, Township  
Clerk

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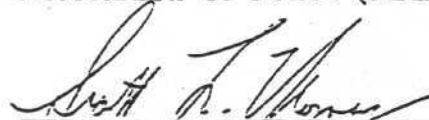
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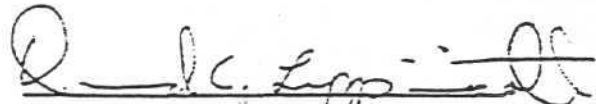
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