

2/1/94

12/31/2000

Waterford Township

AGREEMENT
BETWEEN
THE CHARTER TOWNSHIP OF WATERFORD
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
ON BEHALF OF THE
WATERFORD TOWNSHIP DISPATCHERS ASSOCIATION

Effective January 1, 1997 to December 31, 2000

ARTICLE I
AGREEMENT

1.1: This Agreement entered into as of the date and year ratified by both parties between the Township of Waterford, Michigan, a Michigan Charter Township ("employer" or "Township") and Police Officers Association of Michigan ("POAM" or "union"), a Michigan non-profit corporation, on behalf of the Waterford Police Department Dispatchers ("employee" or "employees") as set forth in the recognition Article of this Agreement.

1.2: The headings used in this Agreement and exhibits neither add to nor subtract from the meanings but are reference only.

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 employer, the employees and the Union and to provide to the Waterford community efficient and courteous police dispatch services.

ARTICLE III
RECOGNITION - EMPLOYEES COVERED

3.1: Pursuant and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, and Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the union as exclusive bargaining agent in respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for all employees of the employer employed by the Waterford Police Department in the positions or classifications defined as Dispatchers.

ARTICLE IV
AGENCY SHOP

4.1: Union Membership. Each employee who, on the effective date of this Agreement, is a member of the Union shall, as a condition of employment, maintain his/her membership in the Union. Each employee who is not a member of the Union or is hired on or after the execution of this Agreement shall, as a condition of employment, either become a member of the Union within thirty (30) days after his/her hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union except as hereinafter provided or pay a service fee. Employees who fail to comply with this requirement shall be discharged by the

employer within thirty (30) days after receipt of written notice to the employer from the Union.

4.2: Service Fee. In lieu of Union membership, any employee will pay to the Union a monthly service fee for the cost of negotiations, representation and administration of the contract not to exceed the amount of dues uniformly required of the Union members. Employees who fail to comply with this condition shall be discharged by the Employer within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union.

ARTICLE V
UNION DUES AND/OR SERVICE FEES

5.1: Payment by Check-off. Employees shall tender monthly membership dues and/or service fees by signing the "Authorization for Check-off of Dues" form.

5.2: The Township will deduct from each bi-weekly pay of each employee covered by this Agreement current Union membership dues or service fees, provided that at the time of such deduction there is in the possession of the Township a current written authorization by the employee, and will continue to make such deduction until the Township receives written instructions to the contrary from said employee, and shall remit all sums deducted to the Union no later than the 15th day of the month following deduction.

5.3: The Township shall not be liable for any errors or losses in the administration of this Article. The Township shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employees as authorized in writing. Further, the Union shall protect, indemnify and save the Township harmless against any and all claims, demands, costs, suits and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of complying with this Article.

ARTICLE VI
REPRESENTATION

6.1: The employees of this unit shall be represented by the president or designee.

A. Any employee who is called in to meet or confer with management for purposes of an investigative conference that could lead to disciplinary action, has the right and may request to have the President or designee present.

6.2: The president or designee during their working hours upon advising the employer, shall be allowed, without loss of time of pay, to investigate and present grievances to the employer, providing however that such action shall not create undue disruption to the Township operations. Any abuse of this privilege shall be proper subject for a special conference.

6.3: The union president or his/her designated representative shall, upon notification to the appropriate department head, be given time off without loss of time or pay to investigate and present a policy grievance, or to attend to urgent union business that will affect the operation of the Township and which cannot be dealt with during non-working hours. Such activity shall not unreasonably hinder the conduct of the Township's operations. Any abuse of this privilege shall be proper subject for special conference.

6.4: Contract Negotiations. The Waterford Township Dispatch Association shall during their working hours, without loss of time or pay, be allowed three (3) employees present for contract negotiations with the Township. No more than two (2) representatives from POAM may also be present.

6.5: Grievance Handling. The president or designee, during their working hours without loss of time or pay, shall be allowed to investigate and present grievance to the employer, providing however that such action shall not create undue disruption to the Township operations. Any abuse of their right shall be proper subject for special conference.

- A. Policy Grievance, Discharges. Shall be handled by the local president or his/her designee, during their working hours without loss of time or pay.
- B. Step III Meetings. Shall be handled by the local president and vice president or their designee during their working hours without loss of time or pay.

ARTICLE VII
SENIORITY - PROBATIONARY EMPLOYEES

7.1: Newly hired dispatchers, or employees rehired after having quit, who are members of the bargaining unit as defined, shall serve a probationary period of one (1) full calendar year; provided, however, that all such employees shall begin to qualify for all benefits afforded regular seniority employees after sixty (60) actual working days worked. After completion of the full probationary period, the employee's seniority shall be retroactive to the first day worked.

7.2: The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined probationary employees, if such discharge or discipline was for reasons other than Union activity.

7.3: Seniority List. A seniority list shall be posted on an appropriate bulletin board and kept up to date at all times. The seniority list will show the name and seniority date of all employees and shall not be grievable beyond ten (10) working days after posting, unless the employee was on leave during the time period, in which case such employee shall have ten (10) working days after return to work to grieve.

All errors not grieved within ten (10) days shall be corrected when discovered but shall not subject the Township to any liability as a result of the error.

7.4: Loss of Seniority. An employee shall lose seniority for the following reasons only:

- A. He or she quits or retires.
- B. He or she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. He or she is absent for three (3) consecutive working days without notifying the immediate supervisor or designate, provided, however, that an employee may be excused from the effect of this clause if he or she was unable to provide notification as a result of illness or accident. The employer shall send written notification to the employee at the employee's last known address. Loss of seniority under this provision shall be subject to the grievance procedure.
- D. Failure to return to work when recalled from layoff, as set forth in the recall procedure.
- E. Failure to return to work within three (3) working days from sick leave or leaves of absence.
- F. If on layoff for a period in excess of one (1) year.

7.5: Adjustment of Seniority. The employee's seniority shall be adjusted for the following reasons:

- A. Unpaid sick leave (except when such unpaid sick leave is prior to eligibility for sick benefits) or other unpaid absence.
- B. Disciplinary layoff in excess of three (3) days.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Definition. A "Grievance" is a complaint by a member of the bargaining unit claiming a violation of a provision of this Agreement or a complaint involving its interpretation or application. A "Grievance" shall not apply to any matter which is prescribed by Law or State regulation. No management prerogative, as prescribed by law, shall be made the subject of a grievance. If a grievance arises, there shall be no stoppage of work because of such grievance.

8.2: Procedure. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving alleged grievances. The number of days indicated at each step shall be considered the maximum and may be extended only by mutual written consent. An employee having an alleged grievance shall present it within ten (10) working days of its occurrence, or knowledge of its occurrence, in the following manner:

- A. STEP ONE - Informal Conference. An employee with an alleged grievance, either accompanied by the Union Representative, or without, shall present all facts related to the alleged grievance to the employee's immediate supervisor. Any settlement at this level shall not be inconsistent with the provisions of this Agreement and any settlement which is inconsistent shall be null and void.
- B. STEP TWO: If the grievance is not disposed of at Step One, the grievance, to be carried on, shall be submitted by the Union, in writing, to the Chief of Police, or his designee, within five (5) working days of the Step One meeting. A meeting shall be arranged between the designee of the Chief of Police, the grievant and a Union representative within five (5) working days from receipt of the grievance. All relevant facts will be presented by or on behalf of the grievant at this meeting. A written decision on the grievance shall be provided by the Chief of Police or his designee within five (5) working days of the meeting. A failure to

provide a written answer within the prescribed five (5) working days shall be construed as a denial of the grievance and it can, at the option of the grievant, be carried to the next step.

- C. STEP THREE: If the grievance is not disposed of at Step Two, the grievance to be carried on, shall be delivered in writing to the Township Supervisor, within five (5) working days after receipt of the answer to Step Two. Within thirty (30) calendar days the Supervisor or his designee shall hold a hearing at which such person or persons as required by the Union, including the grievant who shall be reimbursed by the Township for any time lost, shall appear to present all relevant facts and evidence related to the grievance. A written decision shall be provided the grievant and the Union within seven (7) calendar days following the Step Three hearing. A failure to provide an answer within the prescribed seven days shall be construed as a denial of the grievance.
- D. STEP FOUR - Arbitration: If the grievance is not settled at Step Three, the Union may, within thirty (30) calendar days after the date of the written decision at Step Three submit the grievance to arbitration under the following rules:
1. The parties agree to abide by FMCS rules and procedures. Disciplinary and discharge cases shall be given priority and shall be heard on the selected arbitrator's first available date. By mutual agreement, the parties may select an arbitrator outside the FMCS procedure.
 2. Powers of the Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall have no power to establish or change salary scales.
 - c. He shall have no power to rule on any of the following:

1. The termination of the services of, or failure to re-employ any probationary employee.
2. Any practice, policy or rule of the Township or to substitute his judgment as to the reasonableness of any practice, policy or rule.
- d. In discharge and discipline cases, he shall have no power to mitigate the punishment but shall have only the power to determine if discipline was warranted and, if so, he shall uphold the punishment determined by the employer.
- e. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall decide if the grievance is arbitrable. In the event the arbitrator determines he is without power to arbitrate the grievance, it shall be referred back to the parties without decision or recommendation on its merits.
3. The decision of the arbitrator shall be final and binding if within the scope of the authority set forth above. It shall be binding upon the Union, its members, the employee or employees involved, and the Township.
4. The fees and expenses of the arbitrators shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
5. The local president or his/her designee and the grievant shall be allowed time off to attend any arbitration hearing.

ARTICLE IX
DISCHARGE AND DISCIPLINE

9.1: Should circumstances warrant, an employee may be disciplined for just cause. Disciplinary actions or measures may include the following:

Oral reprimand, written reprimand, suspension or discharge.

- A. Any employee who is called in to meet or confer with management for purposes of an investigative conference that could lead to disciplinary action, has the right and may request to have his/her union representative present.

9.2: Notice of Discharge and Discipline. The employer agrees that when effecting the discharge or discipline of any employee:

- A. The Dispatcher supervisor or designee shall notify the employee verbally, not in front of other employees.
- B. The Dispatcher Supervisor or designee shall promptly present the employee and his/her union representative with a written notice of the discharge or discipline which states the reason or reasons for such discharge or discipline.
- C. A letter of discharge or discipline shall be presented to the local union president or his/her designee promptly after the employee has received the first written notice, stating fully any and all reasons for discharge or discipline.

9.3: The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the union representative of the unit, and the employer will make available an area where he/she may do so before he/she is required to leave the property of the employer. Upon request, the employer or his/her designated representative, will discuss the discharge or discipline with the employee and the union representative in an attempt to resolve same if possible.

9.4: Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the union consider the discharge or discipline to be improper, a grievance shall be presented in writing through the union to the Dispatcher Supervisor within five (5) working days of the discharge or discipline. The Dispatcher Supervisor shall respond in writing to the union within five (5) working days after receipt of the grievance. If the decision is unsatisfactory to the union, the union may invoke the grievance procedure at the Step III level.

9.5: Use of Past Record. In imposing any discipline, other than discharge, on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from the date of hire.

ARTICLE X
COMPUTATION OF BACK WAGES

10.1: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Any claim on the part of the employee against the employer shall be limited to a claim for back wages, and shall be limited to the amount of the employee's cost of providing equivalent fringe benefits and further provided that such benefits are maintained and evidence of such continuation and payments are submitted to the Township by the employee.

ARTICLE XI
SUPPLEMENTAL AGREEMENTS

11.1: All supplemental agreements shall be subject to the approval of the employer and the Union. They shall be approved or rejected within a period of ten (10) working days following the date they are finalized by the Township and the Union.

11.2: The employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE XII
LAYOFF DEFINED

12.1: The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

12.2: If a layoff becomes necessary, the following procedure will be mandatory:

- A. Probationary employees will be laid off first.
- B. After all probationary employees are laid off, further layoffs shall be on the basis of seniority with the lowest seniority employees laid off first.
- C. Employees to be laid off shall be given seven (7) calendar days' notice.

ARTICLE XIII
RECALL PROCEDURE

13.1: When the working force is increased after a layoff, the employees will be recalled according to seniority in reverse order of layoff. Notice of recall shall be sent to the employee at

his/her last known address by registered mail or certified mail. If the employee fails to report to work within ten (10) working days from the date of the mailing notice of recall he/she shall be considered a quit as provided in the notice.

ARTICLE XIV
LEAVES OF ABSENCE

14.1: Leaves of absence without pay and without loss or gain of seniority may be granted or extended at the discretion of the Chief of Police. Denial of leaves of absence by the Chief of Police are unappealable and not subject to the grievance procedure.

14.2: To request a leave without pay, the employee shall, at least thirty (30) days prior to the start of the leave, submit a written request to the Chief of Police stating the date to begin, the duration and the reason for the requested leave.

14.3: Unpaid leaves shall be granted only for the following reasons:

- A. Physical or mental illness, subject to a two (2) year limitation and upon the submission of medical proof.
- B. Prolonged illness of spouse, children or other members of household for a period of up to but not to exceed two (2) years.
- C. Candidates for political office with the Township shall take an unpaid leave commencing at least sixty (60) days prior to the election for which they are a candidate.

ARTICLE XV
SICK LEAVE

15.1: An employee may take sick time as needed.

15.2: Sick leave may be used when the employee is sick or injured (not work connected).

15.3: After five (5) consecutive days of illness, the employee may be requested to see a Township doctor. After approval of the Township doctor the Sick and Accident Policy will begin. The employee will receive 100% of their pay for the first 60 calendar days and 75% of their pay for the balance of one year.

15.4: 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.

15.5: 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.

15.6: 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.

15.7: The Township shall continue to pay for the employee's hospitalization coverage for the first twelve (12) months during the employee's disability.

15.8: An employee shall not lose seniority while receiving benefits hereunder.

ARTICLE XVI
LEAVE FOR UNION BUSINESS

16.1: Members of the union may attend their state convention of POAM at their own cost and expense without loss of pay or time provided that the maximum number of working days allowed for such purpose for all members of the union collectively shall not exceed five (5) days in any one contract year.

ARTICLE XVII
PERSONAL LEAVE

17.1: A seniority employee shall be entitled to a maximum of three (3) personal days per year, non-accumulative, under the following conditions:

- A. Personal days may be taken at the employee's own discretion, with no reason need be given the employer.
- B. Three (3) work days advance notice must be given the employer, and will be granted considering the wishes of the employees and efficiency of the operation of the department.
- C. Advance notification will be waived in those cases of medical emergency requiring hospitalization of spouse or child.
- D. Personal days may be taken in one (1) hour increments.

ARTICLE XVIII
BEREAVEMENT LEAVE

18.1: An employee may be allowed up to five (5) working days as may be required for each death in the immediate family, for tending to funeral arrangements and attending the funeral. The immediate family is defined as: parent, spouse, child of the employee or spouse's child, mother-in-law or father-in-law.

18.2: An employee may be allowed up to three (3) working days as may be required as funeral leave days for each death of one of the following family members: sister, brother, grandchild, grandparent, sister-in-law or brother-in-law.

18.3: An employee may be allowed one (1) funeral leave day to attend the funeral of the following: aunt, uncle, niece or nephew of blood relation.

18.4: An employee requested to be a pall-bearer for a deceased employee will be allowed up to one (1) working day to attend the funeral.

18.5: The employer may grant additional bereavement time for extenuating circumstances. These additional days shall be charged to the employee as vacation days or as days off without pay at the employee's option.

ARTICLE XIX
LONGEVITY PAY

19.1: Longevity pay will be paid to employees hired prior to January 1, 1982 according to the following schedule based on the years service as an employee:

6 through 8 years	2%
9 through 11 years	4%
12 through 14 years	6%
15 through 19 years	8%
20 years and over	10%

19.2: The above longevity will be paid only once a year prior to December 1st of each year, and will be paid in the accrued sum for the current fiscal year beginning January 1st through December 31st on the total base pay paid to the employee during the specified period. Payment will be made with a separate check.

19.3: In order to become eligible for the first level of longevity pay, and subsequent higher levels, an employee must have a full six (6) years of service by his or her anniversary date of the year in which the longevity is to be paid.

19.4: To be eligible for a higher level the employee must have nine (9), twelve (12), fifteen (15), or twenty (20) years, as the case may be, by his or her anniversary date of the year in which the longevity is to be paid.

19.5: In the case of the death of the employee, retirement, or resignation with satisfactory notice, longevity payments will be made on a prorated basis.

ARTICLE XX
HOURS OF WORK

20.1: The first shift is any shift that regularly starts on or after 3:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m. but before 3:00 a.m. A shift shall be considered a regular shift if it is a duration of at least seven (7) calendar days.

20.2: Shift selection. 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. 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.
- C. 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.

20.3: Coffee break. Employees may take a "coffee break" of fifteen (15) minutes in the a.m., also a "coffee break" of fifteen (15) minutes in the p.m. or fifteen (15) minutes in the first half and the second half of their regular shift, whichever may apply.

ARTICLE XXI
SHIFT PREMIUM

21.1: Employees who regularly work on the second or third shift shall receive in addition to their regular pay: eighty cents (\$.80) per hour second shift and one dollar and fifteen cents (\$1.15) per hour for third shift as additional compensation for assignment to said second or third shifts. An employee shall be considered on a regular shift after working the shift seven (7) consecutive calendar days.

21.2: Rate During Leaves. Employees will be paid their current rate including shift premium based on their regular scheduled shift while on leave.

ARTICLE XXII
OVERTIME AND/OR PREMIUM PAY

- 22.1: A. Time and one-half will be paid as follows:
1. For all hours over eight (8) in any one shift.
 2. For all hours over forty (40) in the employee's regular work week.
 3. For working the sixth (6th) day of an employee's regular work week.
- B. Double time will be paid as follows:
1. For all hours in excess of ten (10) hours when worked consecutively on the same shift.
 2. All hours worked on the seventh (7th) day of an employee's regular work week regardless of whether the sixth (6th) day was worked.

22.2: Equalization of Overtime Hours. The existing equalization of overtime chart will be adopted for the recording of overtime. It will be updated by the dispatch supervisor or his designee in accordance with the following:

- A. On January 1st of each year all hours on the equalization chart will be set to zero.
- B. Overtime known two (2) days (48 hours) or more in advance shall be posted on the dispatch bulletin board and granted to the dispatcher who signs up with the lowest hours. If said overtime is not filled, forty-eight (48) hours prior to the opening the supervisor or his designee will attempt to contact dispatchers, beginning with the dispatcher with the lowest hours and progressing upward. Only the dispatcher who accepts will be charged the hours on the chart.
- C. If no volunteers are located, a dispatcher will be ordered as follows:

The supervisor will attempt to contact dispatchers in reverse order of seniority with the dispatchers who have previously been ordered (represented by a gold bar for each ordering) called last. A gold bar will be added on the equalization chart above the dispatcher's name and they will not be charged the hours, but the space for that date will be marked in gold to indicate they were ordered that date.

- D. When overtime is needed with less than 48 hours notice, time off approval is subject to locating a volunteer unless time off is for an emergency or sick time as deemed necessary by management. An attempt shall be made by the employee requesting the time off, to contact eligible dispatchers beginning with the dispatcher with the lowest hours. Contacts and attempts made, and volunteer accepting overtime will be noted on back of the time off request.
- E. In the event of sick time or an emergency, overtime will be offered to those working the shift prior or after the opening. If there are no volunteers, volunteers will be sought from other shifts. When attempting to contact employees by phone, in this circumstance, answering machines or employees not at home, will make the employee unavailable. If there are still no volunteers, then a dispatcher will be ordered as follows:

The dispatcher who has the lowest number of gold bars, on the shift prior or after the vacancy (or both), will be ordered to work. If

dispatchers on that shift have equal number of gold bars (1 for each time ordered in past), then the least senior dispatcher is ordered. A gold bar will be added above their name. They will not be charged for the hours but the space under their name for that date will be marked in gold.

F. Unless an emergency exists, no dispatcher should be allowed to work more than a twelve (12) hour shift, or more than sixteen (16) hours in a twenty-four (24) hour period.

22.3: Minimum Call-back. An employee who is off duty and is called to return to work shall be paid a minimum of two (2) hours pay or actual time worked, whichever is greater, at one and one-half (1-1/2) times the rate of his current hourly wage, except when Section 22.1 B would apply at the double-time rate.

ARTICLE XXIII
COMPENSATORY TIME

23.1: Compensatory time. Employees working overtime have a choice of taking cash or compensatory time. Compensatory time over forty (40) hours must be taken within ninety (90) days or be paid. At no time can any comp time accumulation exceed eighty (80) hours.

ARTICLE XXIV
HOLIDAY PROVISION

24.1: The thirteen (13) paid holidays for seniority employees are designated as follows:

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

24.2: All police dispatchers, in lieu of having a designated holiday off, shall be paid one (1) days regular pay on the pay period following December 1st for each holiday, whether worked or not, in the current fiscal year, based on their rate of pay as of November 30, with the amount based on the number of holidays time their daily rate of compensation including any shift premium provided further, however, in the event of discharge or termination of any employee prior to December 1, the pro-rated portion of the previous holidays shall be paid at the time of termination of employment. No employees shall be entitled to any additional holiday pay by virtue of this paragraph.

ARTICLE XXV
VACATION

25.1: A seniority employee and a probationary employee who has completed 60 actual working days shall be credited with vacation time retroactive to date of hire, and shall earn credit towards vacation with pay in accordance with the following schedule:

Start through 5th year - 12 days per year earned at 1 day per month.

6th year through 10th year - 18 days per year earned at 1 1/2 days per month.

11th year through 15th year - 24 days per year earned at 2 days per month.

16th year and over - maximum of 28 days per year earned at 2 1/3 days per month.

25.2: Vacation Requests. A request for the current year's vacation shall be submitted by February 1st each year, and vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficiency of the operation of the department.

25.3: Posting. The schedule of the current year's vacation shall be posted for the dispatchers no later than March 1st of each year covering the period from March 1st to March 1st the following year.

25.4: Seniority. With regard to an employee's original request for a particular vacation period, where conflict exists with a department, preference shall be given the employee with seniority, but seniority shall not be considered on any subsequent request changing the time of vacation.

25.5: Scheduling. Vacation days may be scheduled in any multiples considering both the wishes of the employee and the efficient operation of the Police Department.

25.6: Sick or Injured. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

25.7: Maximum Accumulation. Employees' vacation banks shall be capped at 320 hours. Any vacation time in excess of 320 hours at the end of each calendar year shall be considered waived and not subject to carry over.

25.8: Separation. The effective date of resignation, discharge or retirement shall be extended by the amount of days equal to the unused vacation days which the employee is entitled.

ARTICLE XXVI
MISCELLANEOUS

26.1: In case of death of an employee in this bargaining unit, the employee's beneficiary or estate will receive any salary and/or benefits that are contractually earned or accrued.

26.2: All Family Medical Leave time must be taken as paid leave if available. Sick time shall be used if the employee has a medical condition, other paid time off including vacation, compensatory time and personal leave shall be taken to care for a family member. All leaves shall count towards FMLA entitlement. Family Medical Leave shall be based on the calendar year.

ARTICLE XXVII
UNION BULLETIN BOARD

27.1: The employer will provide a bulletin board in the Police Department which may be used by the union for posting notices of the following:

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.
- E. POAM information.

27.2: The bulletin board shall not be used by the union for disseminating propaganda, and among other things shall not be used for posting or distributing pamphlets dealing with political matters.

ARTICLE XXVIII
JURY DUTY

28.1: An employee who serves on Jury Duty will be paid their regular rate of pay and upon receipt of any Jury Duty Pay, will promptly turn same over to the Township.

ARTICLE XXIX
HOSPITALIZATION MEDICAL COVERAGE

29.1: Hospitalization.

- A. Employees shall be granted the same level of benefits currently available to the employees of the Waterford Police Patrol Unit. This shall be defined by the Township's agreement with Blue Cross/Blue Shield. Additionally, the employees shall be provided the VST (Voluntary Sterilization) rider.
- B. Employees on sick leave shall receive health insurance benefits for up to 12 months from the original date of illness or injury.
- C. Employees shall participate in the costs of the health insurance premium based on the following:
 1. Employees electing the traditional Blue Cross/Blue Shield benefit shall pay, through bi-weekly payroll deductions, either thirty percent (30%) of the premium or three percent (3%) of the employees' base wages, whichever is less.
 2. Employees electing Blue Cross/Blue Shield Preferred Provider (PPO) benefit shall pay, through bi-weekly payroll deductions, either twenty percent (20%) of the premium or two percent (2%) of the employees' base wages, whichever is less.
 3. Employees electing the Blue Cross/Blue Shield Blue Care Network benefit shall pay, through bi-weekly payroll deductions, either ten percent (10%) of the premium or one percent (1%) of the employees' base wages, whichever is less.
- D. The change in health insurance benefits shall become effective as soon as practical based on the ability of the Township and the provider.

Employees participation in health insurance costs shall be effective the first pay period after the health insurance improvement goes into effect.
- E. New Employees. Newly hired full time employees shall receive the above hospitalization benefit on the 10th of the month following completion of sixty (60) working days of employment in Waterford Township."

29.2: Hospital-medical insurance equal to that which the employee had in the month prior to retirement will also 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.

29.3: The Township will provide Blue Cross-Blue Shield (or comparable coverage) equal to that which the employee had in the month prior to retirement to those employees (retirees) who retire under the retirement plan provision with twenty-five (25) years of service.

29.4: The Township will not provide double hospital-medical-surgical coverage to married couples when both are employees of the Township.

29.5: Payment in Lieu of Coverage. The Township will pay the sum of \$1,500 annually to any employee who has medical coverage through another source and elects not to receive the hospital-medical benefits provided by the Township under the following terms and conditions:

- A. If you drop the Township health insurance benefit you will receive a \$1,500 bonus annually in the pay period that includes the anniversary date of when you drop the coverage.

If you currently are not using the Township health insurance benefit you will receive a \$1,500 bonus annually in the pay period that includes the anniversary date of when the Township board approves this plan.

The Township will guarantee that you and your family can be picked up immediately should your spouse lose coverage involuntarily.

All bonuses will be paid in advance. Termination or being picked up for insurance coverage during the year will require payment made by the employee back to the Township on a pro-rated basis.

29.6: Dental. Employees shall be granted the same level of benefits currently available to the employees of the Waterford Police Patrol Unit. This shall be defined by the Township's agreement with Delta Dental and includes a 75%/25% co-pay on all levels of service and a \$1,000 annual maximum for all services except Orthodontics which shall have a \$1,000 lifetime maximum.

The change in dental benefits shall be effective as soon as practical based on the ability of the Township and the provider.

This dental plan may be altered should the Union present a dental program with equal or greater benefits at lower costs, upon written mutual agreement of both the Union and the Township.

A. The above coverage shall be effective on the billing date following completion of sixty (60) working days of employment in Waterford Township.

29.7: Optical. The Township shall provide each seniority employee, and probationary employees who have completed 60 working days of the employee's probationary period, including eligible spouse and children under the age of 18 years, with an optical plan.

29.8: Probationary employees wishing to maintain Blue Cross-Blue Shield coverage from another contract, that is transferring to the Township contract, may do so by paying the full premium costs to the Township until the effective date of their Township paid coverage.

ARTICLE XXX
WORKERS' COMPENSATION

30.1: On the Job Injury. For a maximum period of three (3) months from the date of compensable injury or illness, the Township shall supplement the Workers' Compensation payments until the employee returns to duty or receives a disability retirement, whichever occurs first. Since Workers' Compensation payments are exempt from payroll withholding taxes, the supplementary payment will be calculated by taking eighty-five percent (85%) of the employee's regular bi-weekly gross wages. It is the intention to have the sum of Workers' Compensation payment plus the after-tax amount of the supplement to closely equal the employee's after-tax disposable income. Such payment to be made from and after the first day for which the employee is legally entitled to weekly compensation under the Workers' Compensation Law.

30.2: It is understood that payment of the supplement for a three (3) months period is for each new distinct and separate work incurred injury under Workers' Compensation and not a re-occurrence, aggravation or continuation of a prior injury, which shall not be the basis for extending the three (3) month period or to re-qualify an employee for another three (3) month period of supplemental benefits.

30.3: The employer shall continue to pay the full premium for Blue Cross-Blue Shield coverage as provided to regular employees, for an employee receiving Workers' Compensation for a period not to

exceed six (6) months, and, if necessary, an additional six (6) months provided the employee pays one-half (1/2) of the premium cost for the additional six (6) months. The criteria for determining such six (6) month periods shall be the same as above.

30.4: An employee on Workers' Compensation who returns to work shall not lose any seniority while off work.

ARTICLE XXXI
LIFE INSURANCE COVERAGE AND AD&D

31.1: The employer agrees to pay the full premium of term life insurance for each employee through age 69, face value of one and one-half (1-1/2) times base salary while employed or for a period not to exceed three (3) months if laid off. An additional sum equal to the life insurance will be paid in case of accidental death.

31.2: At age 70, benefits will be reduced to sixty-five (65%) percent through age 74, and reduced to forty-five (45%) percent of benefits at age 75 and thereafter.

ARTICLE XXXII
PENSIONS

32.1: The existing "Pension Plan" shall continue to be provided for the employees covered by this Agreement as adopted by the Board of the Charter township of Waterford effective September 1, 1966, as amended, and as administered by the pension committee.

32.2: Credited service for retirement shall be governed by seniority under the provisions of the Retirement Systems Resolution.

- A. Final Average Compensation (FAC). The parties agree that for purposes of computing retirement benefits the Average Final Compensation (FAC) shall be based on the highest three (3) of the last five (5) years of employment prior to retirement for all employees in the unit.
- B. 2.25 Multiplier. The pension multiplier used to compute the annual pension shall be 2.25 percent for normal retirement until the employee becomes eligible to receive Social Security benefits.
 1. Pre-Social Security. The 2.25 percent multiplier shall be used in computing an employee's pension that they will receive from the date they retire up to the time they become first eligible for Social Security payments.

2. Social Security. Once the retiree becomes eligible for Social Security payments, the pension paid by the employer shall be recomputed based upon 2.0 percent times the number of years of service.

C. Military Service Credit. Employees shall have the option of purchasing credited service toward pension rights herein for certain military service prior to employment with the Township. In order for an employee to be eligible the following requirements must be met:

1. The employee must have entered the armed service of the United States before June 1, 1980.
2. The employee must have received an honorable discharge.
3. The allowable time that can be purchased can equal active duty time or less (years and months), but in no event can it exceed five (5) years (60 months).
4. An individual's purchase can be an amount less than actual military time, but cannot exceed actual time spent in military service (years and months).
5. The employee must contribute five percent (5%) of their prior year's base salary and longevity pay for each year purchased and/or fraction thereof.
6. The employee must make application with supporting documentation of military service prior to December 1st of the year in which they want the prior year's earnings used to determine their contribution amount.
7. Employees making this election will not have this time credited unless or until they have a minimum of ten (10) years regular credited service. Employees making this election and terminating employment for any reason, with less than the ten (10) years will have this contribution refunded to them (or their beneficiary in the event of death).

8. Payment for this election can be a lump sum payment or payroll deduction. Lump sum payments can be made at any time as long as they are paid in advance, but cannot be deferred. Payroll deductions will be over a period of time not to exceed the comparable time being purchased. (Example: An employee purchasing 24 months of Military time shall have a like number of months to pay for it through bi-weekly payroll deductions.)
 9. In the event of the death or termination of an employee during this payroll deduction period, who has ten (10) or more years regular service, such employee will have any pension benefit computed on the basis of amount paid in up to the time of death or termination, along with regular credited service.
 10. In the event that all or a portion of the military service occurring prior to employment is, or would be, credited under any other federal, state, or local publicly supported retirement system, such service shall not be eligible for purchase herein by the employee.
- D. Cost of pension system shall be paid by the employer.
- E. Effective January 1, 1998, employees with twenty-five (25) years of service shall be allowed to retire with full benefits regardless of age.

ARTICLE XXXIII
TUITION REIMBURSEMENT

- 33.1: The Township will reimburse an employee for costs of tuition and textbooks under the following terms and conditions:
- A. All courses must be approved in advance by the Township Supervisor.
 - B. An employee must be enrolled in an educational program, from an accredited school, college or university, in a field related to their Township job, that will provide required expertise to the Township.
 - 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.)

- 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. An employee shall reimburse the Township for costs paid by the Township if the employee quits employment with the Township after completion of the course for which the employee is reimbursed in accordance with the following schedule:

One year or less	100%
Less than two years	80%
Less than three years	60%
Less than four years	40%
Less than five years	20%

ARTICLE XXXIV
RATIFICATION

34.1: The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification within ten (10) days of reaching a contract settlement, and that Police Officers Association of Michigan and its local union will recommend to the employees that it be ratified.

ARTICLE XXXV
CLASSIFICATIONS AND WAGES

- 35.1: Wages shall be as set forth in the attached Schedule "A".
- 35.2: Salary increments for all newly hired full time dispatchers shall be as follows:

- Starting salary - 85% of then current wage classification.
- After six months - 90% of then current wage classification.
- After one year - 95% of then current wage classification.
- After two years - 100% of then current wage classification.

ARTICLE XXXVI
MANAGEMENT RIGHTS

36.1: It is understood and agreed that the employer 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.

36.2: The Union recognizes the employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the Township of Waterford in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards.

ARTICLE XXXVII
MAINTENANCE OF STANDARDS

37.1: The employer agrees that all customary and usual conditions of employment in its individual operation relating to general working conditions and other customary and usual conditions of employment excluding wages and hours of work, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. No other employee shall be bound by the voluntary acts of another employee when he/she may exceed the terms of this Agreement.

37.2: Any disagreement between the Union and the employer with respect to this matter shall be subject for the grievance procedure.

ARTICLE XXXVIII
SAVINGS CLAUSE

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

38.2: In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this contract to the contrary.

ARTICLE XXXIX
DURATION

39.1: This Agreement shall become effective as of January 1, 1997 and shall continue in full force and effect until 11:59 p.m. December 31, 2000.

39.2: If either party desires to terminate this Agreement it shall, sixty (60) days prior to the termination date, give written notice of termination. If either party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination, withdraws the same prior to termination date, the Agreement shall continue in effect year to year thereafter subject to notice of termination of either party on sixty (60) days written notice prior to the current years termination date.

39.3: If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to August 1st of each year, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notices of amendment of this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) days written notice of termination prior to termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

39.4: Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Police Officers Association of Michigan at 28815 W. Eight Mile Road, Suite 103, Livonia, MI 48152, and if the employer addressed to Charter Township of Waterford, 3200 Civic Center Drive, Waterford, MI 48329; or to any such address as the Union or the employer may make available to the other.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Wayne Beerbower
Wayne Beerbower, Business Agent

Kenneth E. Grabowski
Kenneth E. Grabowski,
Business Agent

WATERFORD TOWNSHIP DISPATCHERS
ASSOCIATION

Deborah Bowen
Deborah Bowen, President

Glenn Morrison
Glenn Morrison, Vice President

Debra Hall
Debra Hall, Secretary/Treasurer

TOWNSHIP OF WATERFORD

Katherine Innes
Katherine Innes
Township Supervisor

Betty Fortino
Betty Fortino
Township Clerk

SCHEDULE A

<u>DISPATCHER</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>DISPATCHER II</u>
1-1-97	\$12.61	\$13.35	\$14.09	\$14.83	16.17
1-1-98	12.99	13.75	14.51	15.28	16.66
1-1-99	13.37	14.16	14.95	15.74	17.16
1-1-2000	13.77	14.58	15.40	16.21	17.67

WATERFORD TOWNSHIP DISPATCH UNION - POAM

JANUARY 1, 1997 RATES (3%)

RATE CODE	JOB CODE	85%	90%	95%	100%	
550	550 Q	DISPATCHER	12.61	13.35	14.09	14.83
551	551 Q	DISPATCHER 11	13.72	14.54	15.34	16.17

WATERFORD TOWNSHIP DISPATCH UNION - POAM

JANUARY 1, 1998 RATES (3%)

RATE CODE	JOB CODE	85%	90%	95%	100%	
550	550 Q	DISPATCHER	12.99	13.75	14.51	15.28
551	551 Q	DISPATCHER 11	14.14	14.98	15.80	16.66

WATERFORD TOWNSHIP DISPATCH UNION - POAM

JANUARY 1, 1999 RATES (3%)

RATE CODE	JOB CODE	85%	90%	95%	100%	
550	550 Q	DISPATCHER	13.37	14.16	14.95	15.74
551	551 Q	DISPATCHER 11	14.57	15.43	16.28	17.16

WATERFORD TOWNSHIP DISPATCH UNION - POAM

JANUARY 1, 2000 RATES (3%)

RATE CODE	JOB CODE	85%	90%	95%	100%	
550	550 Q	DISPATCHER	13.77	14.58	15.40	16.21
551	551 Q	DISPATCHER 11	15.01	15.90	16.77	17.67