

AGREEMENT

Between

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Representing the Police Dispatchers)

JANUARY 1, 1998 - DECEMBER 31, 2000



West Bloomfield Township

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PREAMBLE

THIS AGREEMENT, entered into this 26th day of March, 1998 between the TOWNSHIP OF WEST BLOOMFIELD, Michigan, (hereinafter referred to as the "Township"), and Police Officers Association of Michigan (hereinafter referred to as the "Union").

WHEREAS, the Parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the public; and

WHEREAS, the Township and Union have bargained collectively in accordance with Michigan Public Act 379, MPA of 1965, as amended, and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the bargaining unit as defined herein; and

WHEREAS, the TOWNSHIP and the UNION now desire to execute a written agreement which incorporates their agreements.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

RECOGNITION

1.1: The Township hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for the duration of this Agreement for all regular full-time and regular part-time clerk dispatchers employed in the township police department but excluding all sworn officers, all auxiliaries or reserves, all command officers, clerk dispatcher II, records clerk and all other Township employees.

1.2: Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section 1.1.

1.3: The Township agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1.1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union if adjustment is not inconsistent with the terms of this Agreement provided that the Union has been given an opportunity to be present at such adjustment.

1.4: The recognition of the Union by the Township is limited to those matters for which a labor organization is entitled to bargain under Act 336, P.A. 1947, as amended. The Union is not authorized to interfere in any way with the operation of the Police Department, the questioning or taking of statements from witnesses, or any other function performed by the police department in the furtherance of its duties, provided, however, that this clause shall not prevent the Union from filing and prosecuting a grievance in accordance with the provisions of this Agreement. In no way does this Section cause any employee or group of employees to waive any rights which are guaranteed under State and Federal laws.

1.5: References to the male gender include the female gender. References to the female gender include the male gender.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

2.1: The Township Board on its own behalf and on behalf of its electors hereby retains and reserves unto itself without limitation 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 by employers, except such as are specifically relinquished herein, 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, the control of equipment to be used and the discontinuance of any services or methods of operation;
- B. To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- C. Subject to the terms of this Agreement, to subcontract or purchase the construction of new facilities or the improvements of existing facilities;
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size;
- F. To hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours by combining layoffs and reductions in the work week or work day;

- G. Subject to the terms of this Agreement, to permit municipal employees not included in the bargaining unit to perform bargaining unit work in emergencies;
- H. To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
- I. To determine lunch, rest periods and clean up times, the starting and quitting times and the number of hours to be worked;
- J. To establish and change work schedules, work standards and the methods, processes and procedures by which such work is to be performed;
- K. To discipline, suspend and discharge employees for cause;
- L. To carry out cost and general improvement programs;
- M. To transfer, promote and demote employees;
- N. Subject to the terms of this Agreement, to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;
- O. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

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

It is agreed that these enumerations 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.

2.2: Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Township.

2.3: Except as expressly provided by the terms of this Agreement, the determination and administration of Township policy, the operation of the Township and the direction of the Employees are vested exclusively in the Board or in the Supervisor when so delegated by the Board. The exercise of judgment and discretion by the Board and its administrators not in conflict with the expressed terms of this Agreement shall be upheld.

ARTICLE III

REPRESENTATION

3.1: The Township recognizes the right of the Union to designate one (1) President and one (1) Alternate who shall be regular seniority employees of the Department. The Vice-President may exercise the rights of a President set forth in this Article only in the event that the President is absent from work.

3.2: The Township will recognize the President or Alternate when his name and position has been certified in writing by the Union to the Chief of Police and the Township Supervisor.

3.3: The President (or Alternate) shall be permitted reasonable time during regular working hours to present contract grievances and meet with Township representatives as provided in Article VI - Grievance Procedure, upon having received permission from the Chief of Police or his designee. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused.

3.4: All necessary time lost by the Union President (or Alternate) during his regular straight time shift because of grievance presentation in accordance with Section 3.3 of this Article, shall be paid for by the Township at the employee's regular straight time hourly rate. It is understood that this only applies to time lost during the Union President's (or Alternate's) normal scheduled work time and does not apply to grievance activity during his non-work hours or after the scheduled work time.

3.5: The Union, its officers, presidents and alternates, shall not assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of supervision or engage in any activity prohibited by Article VII - No Strike Clause.

3.6: A copy of a new or changed Police Department or Township order, general order, rule, regulation or training bulletin which applies to Clerk Dispatchers will be made available to the President.

3.7: Duly authorized representatives of the Union and employees may be allowed to use rooms designated by the Township for meetings and to transact official union business upon prior written approval of the Township Supervisor or Chief of Police or other designated Township representatives. Unless otherwise specifically provided in this Agreement, employees will not be compensated for any lost work time. The meeting will not displace any previously scheduled meetings and shall not interfere with or interrupt normal Township operations.

ARTICLE IV

DUES CHECK OFF

4.1: During the life of this Agreement, the Township agrees to deduct union membership dues levied in accordance with the constitution and by-laws of the Union from the pay of each employee who executes and files with the Township Clerk a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the Township is authorized to deduct Union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Contract. The Union is to notify the Township as to the amount of the Union dues and of any changes; said notification to be made at least thirty (30) days before said dues are to be deducted.

4.2: The Township shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this Article.

4.3: A properly executed copy of the authorization for deduction of dues shall be delivered to the Township Clerk by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the Township Clerk and be deducted from the second pay of the month and each month thereafter, provided that the authorization form shall be delivered prior to the fifteenth of the month in which the first deduction is to be made.

4.4: Deduction for any calendar month shall be remitted to the designated financial officer of the local union as soon as possible after the tenth day of the following month.

4.5: Authorization for deduction of dues shall be irrevocable by the employee during the term of this contract or any renewal hereof, unless the employee cancels his authorization within ten (10) days prior to the expiration of the contract or any renewal hereof. Deductions of membership dues shall terminate with respect to any employee who is no longer a member of the bargaining unit.

4.6: The Township shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct union dues in accordance with this contract and the Union agrees to hold the Township harmless from all liability to which the Township may be put by reason of its voluntary agreement to deduct said dues. The Union shall indemnify and save the Township harmless from any and all claims, demands, suits or any other action arising from these provisions.

ARTICLE V

DEPARTMENT RULES

5.1: The Township may adopt, publish, change, amend or enforce reasonable rules and regulations for all employees not in conflict with the terms of this Agreement governing discipline, health and safety, duties, rules of conduct and work rules.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1: EMPLOYEE RIGHTS. Nothing in this Article shall prevent any individual employee from exercising the rights granted to him under Section 11 of Act 336 of the Public Acts of 1947, as amended, or under the West Bloomfield Township Police Protection Ordinance No. 45.

6.2: GRIEVANCE DEFINITION. For the purpose of this contract a grievance is defined as an alleged violation of this contract.

6.3: GRIEVANCE PROCEDURE. The following procedure shall be followed in presenting a grievance to the Township:

Subject to Section 6.15 of this Article, if the grievance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the West Bloomfield Township Police Protection Ordinance and the Rules and Regulations adopted thereunder. The following procedures shall apply to all other grievances:

STEP ONE. If an employee feels he has a grievance, he shall, within five (5) working days of the time the alleged violation occurred, (or within five (5) working days of the time when the employee should have reasonably known of the alleged violation) present the grievance orally to the Chief of Police or his designee. Unless the Chief of Police or his designee determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. The Chief of Police or his designee will submit his verbal answer within three (3) working days after its presentation.

If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

STEP TWO. If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a grievance form provided by the Union and present the grievance to the Chief of

Police, or his designated representative, for a written answer. The written grievance shall be filed within five (5) working days of the Step One answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the Articles and Sections of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee.

Failure to comply with this requirement shall render the grievance null and void. The Chief of Police, or his designated representative, shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

STEP THREE. If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the receipt of the answer in Step Two, appeal the grievance to the Township Supervisor.

The appeal shall be in writing and it shall include the written grievance and the Chief of Police's answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Chief of Police. The Union may, at the same time the written appeal is filed, submit a written request to the Township Supervisor for a meeting between the Union and the Township Supervisor, or his designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) working days after receipt of the written appeal and the request for a meeting. The Township Supervisor, or his designated representative, shall give the Union an answer in writing no later than ten (10) working days after receipt of the written appeal. Additional time may be allowed by mutual written agreement of the Township and the Union.

6.4: All grievances must be filed in writing within ten (10) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit, or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the Township does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the Grievance Procedure. Time limits may be extended by the Township and Union in writing; then the new date shall prevail.

Appeals not made within the specified time periods shall be barred.

6.5: A grievance may be withdrawn by the employee or the Union Steward but, if withdrawn, it shall not be reinstated.

6.6: If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may submit the grievance to the American Arbitration Association with written notice delivered to the Township Supervisor within ten (10) days after receipt of the Township Supervisor answer in Step Three, or, the day such answer was due. If no such notice is given within the prescribed period, the last answer shall be final and binding on the Union, the employee(s) involved and the Township.

A grievance not processed within the applicable time limits shall not be arbitrable.

6.7: The Arbitrator shall have no power to go beyond the scope of the grievance as filed in writing. The Arbitrator shall have no power to substitute his discretion in cases where the Township is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the Arbitrator decides he has no power to decide or rule on an issue, he shall so rule and the matter shall be referred back to the parties.

6.8: It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

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 salary scales or change any salary.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

If the Arbitrator's decision is within the scope of his authority as set forth above it shall be final and binding on the Union, its members, the employee or employees involved, and the Township.

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

CLAIMS FOR BACK-PAY. All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The Township shall not be required to pay back wages for more than five (5) days prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of back pay.
- B. No decision in any one case shall require a retroactive wage adjustment in any other case.

6.9: At the time of the Arbitration Hearing, both the Township and the Union shall have the right to call any employee as a witness and to examine and cross examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the Township or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished by the Arbitrator with the Township and the Union having an opportunity to purchase their own copy. At the close of the Hearing the Arbitrator shall afford the Township and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his decision within thirty (30) days from the date the Hearing is closed or the date the parties submit their Briefs, whichever date is later.

6.10: Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by an individual.

6.11: The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if any employee elects to pursue any legal or statutory remedy such election will bar any

further or subsequent proceedings for relief under the provisions of this Article.

6.12: GRIEVANCE FORM. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the employee filing the grievance. When filing a grievance, the Union and/or employee will be required to submit information at each step of the Grievance Procedure.

6.13: Work days for the purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

6.14: A matter involving several employees and the same question may be submitted by the Union as a policy grievance and entered directly at the Second Step of the Grievance Procedure. The Union shall list the names of the employees involved.

Separate grievances, timely filed under the Grievance Procedure, arising out of the same or similar set of facts or incidents shall be consolidated and handled as one grievance.

ARTICLE VII

NO STRIKE CLAUSE

7.1: The Union shall not cause, authorize, permit, sanction or condone nor shall any member of the Union take part in any strike, sit down, stay in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work or interference with the operations of the Township, including a labor dispute between the Township and any other labor organization. The Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work or refusal to perform work because of a labor dispute between the Township or any employer and any other labor organization whether or not the other labor organization establishes a picket line.

7.2: In the event of such prohibited conduct the Union shall immediately instruct the involved employees in writing with a copy to the Township that their conduct is in violation of the contract and that they may be disciplined and/or discharged and further shall instruct all persons to (and take steps to see that all such persons) immediately cease the offending conduct. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article.

7.3: In the event of a violation of this Article, the Township shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunction relief.

ARTICLE VIII

SENIORITY

8.1: Seniority is defined to mean the length of an employee's continuous service with the Township from the employee's last permanent hiring date.

8.2: New employees hired after the effective date of this Agreement into the bargaining unit shall be considered as probationary employees for the first six (6) months of their employment. The Chief of Police, may, in his discretion, extend this period in individual cases for an additional two (2) months period upon written agreement of the employee and the Union. The probationary period shall accumulate within not more than eight (8) months. When an employee finishes the probationary period, within not more than eight (8) months, his name shall be entered upon the seniority list in the appropriate classification and he shall be given a seniority date six (6) months or eight (8) months prior to the date he completed his probationary period as the case may be. There shall be no seniority among probationary employees.

8.3: UNION REPRESENTATION FOR PROBATIONARY EMPLOYEES. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the Township for other than Union activity.

8.4: An employee shall be terminated and lose his seniority rights if he:

- A. Quits.
- B. Is discharged and not reinstated.
- C. Is laid off for a period of one (1) year or length of his seniority, whichever is less.
- D. Is absent without a reasonable excuse acceptable to the Township for two (2) consecutive working days and without notice to the Township of such excuse within the two (2) days or a reasonable and valid excuse for failing to so notify the Township within the two (2) days.
- E. Fails to return from a leave of absence, vacation or sick leave at the designated time without a reasonable excuse.
- F. Retires.
- G. Fails to report for work within seven (7) days from the date of the mailing or telegraphing of the notice of recall from layoff, notice of said recall from layoff to be by telegram or certified mail. The Police Chief or his designee may grant, at his discretion, an exception to this requirement when he believes it is warranted by the circumstances.

8.5: CHANGE OF ADDRESS. It shall be the responsibility of each employee to notify the Township Personnel Director's Office of any change of address or telephone number within three (3) calendar days after the change. The employee's address and telephone number as it appears on the Township's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the Township and will be kept confidential.

8.6: In the event more than one employee attains seniority on the same date, they shall be listed on the seniority list and have seniority according to the earliest date of application.

8.7: Clerk Dispatcher personnel during their first four (4) months of employment shall not be eligible to participate in or receive any supplemental fringe benefits including paid holidays. Upon the completion of four (4) consecutive months of full-time employment, Clerk Dispatcher personnel will be reimbursed for all benefits.

ARTICLE IX

LAYOFFS AND RECALLS

9.1: A layoff is a reduction in the working force.

9.2 PROCEDURE. In the event of a layoff the following procedure shall be followed:

- A. Probationary, seasonal and part-time employees will be laid off first.
- B. Employees holding seniority will then be laid off according to seniority as defined in Article VIII.
- C. Exceptions to this procedure may be made by written agreement between the Township and the Union.

9.3: Employees to be laid off for an indefinite period of time shall receive at least ten (10) days notice of layoff. The Union President shall be notified of the employees being laid off on the same day the notices are issued to the employees.

9.4: When the working force is increased within one (1) year after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within seven (7) calendar days from the date of mailing of the notice of recall he shall be considered to have voluntarily left the employment of the Township. The Township shall grant reasonable extensions of this period in those cases where there is good cause and the employee is unable to report for work but not to exceed an additional twenty (20) days.

9.5: Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. In the event they are rehired at a later date, they shall then be treated for all purposes as a new employee. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.

9.6: The Township may lay off or recall employees on a temporary basis (not to exceed five (5) working days) without regard to the provisions of this Article.

9.7: Employees laid off pursuant to 9.2 of this Article will have the option of taking their earned vacation days.

ARTICLE X

JOB CLASSIFICATIONS

10.1: The Township determines the minimum qualifications for each job classification. The Township also may from time to time establish and use written examinations and physical qualification standards it deems necessary for the hiring, promotion, or transfer into each job classification as well as the minimum acceptable level of performance on such examinations. Periodic revisions may be made in such standards as conditions warrant.

10.2: Job descriptions, outlining the basic job duties and responsibilities of such classification, will be adopted and revised from time to time as conditions warrant.

10.3: When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The Township will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of

notification to the Union. During this period, the Union may request in writing a meeting with the Township to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

If no rate is agreed upon, the Union may, within ten (10) days following the meeting, file a written grievance with respect to the rate of pay with the Chief of Police or his designee under the Grievance Procedure.

ARTICLE XI

ASSIGNMENTS

11.1: The Department shall continue to have the right to assign personnel to work and shift assignments.

11.2: The parties agree that the Records Clerk position will not be in the dispatchers unit represented by the Union.

11.3: The parties agree that the Records Clerk and Dispatchers are not interchangeable therefore neither will perform the duties of the other.

11.4: The Township shall have the right to initially fill the Records Clerk position with John Wheeler of the dispatcher unit.

11.5: The parties agree that the Records Clerk will not be represented by the Police Officers Association of Michigan.

ARTICLE XII

PROMOTIONS

12.1: In the event there are any promotions available within this bargaining unit, the procedure will be discussed and mutually agreed upon between the Union and the Township.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

13.1: Effective January 1, 1990 the Township may schedule the work hours of employees according to the needs of the operations. Police Dispatchers will normally be scheduled to work forty (40) hours in a one (1) week period, the normal work day consists of eight (8) hours. This Section shall in no way be construed as a guarantee by the Township of any amount of work in any period of time or as a limitation on the Township's right to schedule work in excess of the normal work day or the normal work week. The Township reserves the right to determine and modify work schedules.

13.2: Unless otherwise determined by the Township, the Police Dispatchers will be assigned to work during one of the three (3) shifts. Unless otherwise scheduled by the Township: The day shift shall commence at 8:00 a.m. and end at 4:00 p.m. daily, with a lunch period of one-half (1/2) hour; the afternoon shift shall commence at 4:00 p.m. and end at 12:00 midnight daily with lunch period of one-half (1/2) hour; the night shift shall commence at 12:00 midnight and end at 8:00 a.m. daily with a lunch period of one-half (1/2) hour. The Township reserves the right to determine the starting and quitting times and the number of hours to be worked.

13.3: The Township reserves the right to establish or change the length of time or any workweek or workday and the right to schedule the lunch or break periods.

13.4: Overtime will be permitted only when authorized by a Supervisor. All employees shall be paid time and one-half their regular straight time rate for all approved time worked in excess of forty (40) hours in any one workweek. The Township reserves the right to require employees to work overtime.

13.5: The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

13.6: Absent time paid for shall be considered as time worked for purposes of computing overtime.

13.7: All permanent, full-time employees shall be allowed two (2) breaks during their regular workday. The breaks shall be of ten (10) minutes duration and shall be taken at a time designated by the Township.

13.8: Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his workday, after his break period, and after his lunch period.

13.9: The Township reserves the right to establish and change work schedules as business conditions and available work require.

13.10: Any employee called into work outside of his regularly scheduled hours shall be paid for the time actually worked at the rate of time and one-half (1-1/2) the employee's regular straight-time rate and will be assured a minimum of two (2) hours pay at time and one-half (1-1/2) his regular straight-time rate, provided that, if the work time on the call-in assignment runs into the employee's regular working hours, the minimum guarantee provisions of this Section shall not apply and the employee will be paid only for actual time worked on the call-in assignment.

13.11: The Township will endeavor to equalize overtime amongst bargaining unit members. It is understood that the only remedy available will be the assignment of the next available overtime and the Township will not be required to pay back pay to any aggrieved employee. The Township shall continue to maintain the current overtime equalization procedures.

13.12: On and after the date on which the contract is ratified, the Department will post shift vacancies as they arise. The most senior bidder will be awarded the shift vacancy.

ARTICLE XIV

LONGEVITY

14.1: In addition to the pay provided for in Article XIX, the full-time employee shall receive, with the next pay after the anniversary date of hire, a lump sum based upon his length of service at that time. The payment will be based upon the employee's date of hire and the amount of time actually worked in the preceding calendar year (i.e., anniversary date to anniversary date).

LENGTH OF SERVICELONGEVITY PAYMENT

5 years	2%
10 years	4%
15 years	6%
20 years	8%

14.2: Longevity pay is earned in the calendar year (anniversary date to anniversary date, inclusive) prior to the date on which the payment is made. Longevity pay credit is earned according to the Schedule set forth above and the employees seniority on his anniversary.

14.3: The foregoing longevity payments are based on a full twelve (12) months of service. An eligible employee must be paid for eighty (80%) percent of the scheduled work time within a given calendar month to earn longevity payment credit under the above schedule. If an employee retires under the provisions of the West Bloomfield Township Employee Retirement System or voluntarily resigns with at least two (2) weeks advance written notice to the Township, the employee will receive a pro-rated longevity payment based on the number of months of service in that anniversary year.

ARTICLE XV

SICK LEAVE WITH PAY

15.1: Sick leave with pay will be earned by all permanent, full-time seniority employees in accordance with the following provisions.

15.2: Permanent full-time seniority employees will earn and be credited with one (1) workday of sick leave credit for each complete calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

15.3: Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period. In the event the employee requests in writing, the Township Supervisor, or his designee grants such an exception and the employee is terminated before the end of his probationary period, the employee will have the amount of the sick leave days so received deducted from his final paycheck.

15.4: Sick leave shall not be taken by an employee at his discretion, but shall only be available for use by seniority employees with an acute personal illness or injury over which the employee has no reasonable control or for other good cause upon the approval of the Department or when the Township determines that the employee has been exposed to a contagious disease which would constitute a danger to the health of others.

15.5: For purposes of computing sick leave pay, a workday shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight time rate. Sick leave shall be taken in increments of at least one (1) schedule hour of work, unless otherwise agreed to by the employee's immediate supervisor.

15.6: In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor or the Personnel Office prior to or within one-half (1/2) hour after the time set for beginning his daily duties or present an excuse acceptable to the Township.

15.7: The Township may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave exceeding three (3) consecutive workdays is taken pursuant to this Article. Falsification of such evidence will be cause for dismissal. The Township may, at its discretion, require that employees submit to physical and mental tests and examinations by a Board appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the Township will pay the cost of such tests and examinations.

15.8: No sick leave may be taken until earned; however, the Township Supervisor or his designee may grant an exception to this requirement when he believes it is warranted by the circumstances.

15.9: Employees on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave while on such leave.

15.10: The Township reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

15.11: Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

15.12: Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

15.13: Unused sick leave shall accrue and may be accumulated up to a maximum of thirty (30) days. In the second pay in January of each year eligible employees will be paid for one-half (1/2) of accumulated unused sick leave in excess of thirty (30) days.

15.14: Payment for accumulated sick leave will be made only on the following basis: If an employee has seniority, he will be paid for one-half (1/2) of accumulated unused sick leave, if employment is terminated by:

1. Retirement under the provision of the West Bloomfield Township Retirement System.
2. Voluntary resignation if the employee provides the Township with at least two (2) weeks advance written notice of the resignation.
3. Discharge.

15.15: In order to be eligible for compensation while on sick leave, the employee must be at his residence or a hospital or physician's office. The employee, if at his residence, must be available by telephone to confirm his presence. An answering device is not an acceptable substitute for this requirement. This provision will not apply in those cases in which the employee is incapacitated due to a disabling condition verified to the satisfaction of the Township.

ARTICLE XVI

HOLIDAYS

16.1: The following days are designated as holidays for all employees covered by this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Veterans Day
Washington's Birthday
Columbus Day
Day before New Year's

16.2: Because uniform employees of the West Bloomfield Township Police Department must maintain operation on every day of the year, the employees of this bargaining unit are required to work on their regular shift even though the shift may fall upon one of the above holidays. The employee shall therefore be entitled to twelve (12) extra days pay computed at straight time in lieu of the above holidays. Such sums shall be paid annually on November 30.

In the event personnel assigned to the records operation are not scheduled to work on the above holiday(s), such personnel will receive their regular daily rate for the holiday but will not receive the lump sum payment for such holiday(s).

16.3: Employees may take, subject to the provisions of this Section, days off with regular straight-time pay in lieu of the paid holiday time set forth in this Article. Each day so taken shall be deducted from the twelve (12) days allotted to each employee. The usage of time shall be consistent with the needs of the operation and shall be at the discretion of the department. The usage of time shall not cause or result in the payment of overtime to another dispatcher. Days off must be scheduled in advance and the employee must receive advance approval from the department.

ARTICLE XVII

ANNUAL VACATION LEAVE

17.1: Each permanent, full-time seniority employee will earn annual vacation leave with pay in accordance with the following provisions.

17.2: Annual vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e. last date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an employee on his anniversary date. An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule.

<u>SENIORITY</u>	<u>MAXIMUM VACATION</u>
After one (1) year to and including after two (2) years	Ten (10) days
After three (3) years to and including after four (4) years	Eleven (11) days
After five (5) years	Fifteen (15) days
After six (6) years to and including after seven (7) years	Sixteen (16) days
After eight (8) years to and including after nine (9) years	Seventeen (17) days

After ten (10) years to and including after thirteen (13) years	Twenty (20) days
After fourteen (14) years to and including after fifteen (15) years	Twenty-one (21) days
After sixteen (16) years to and including after seventeen (17) years	Twenty-two (22) days
After eighteen (18) years to and including after nineteen (19) years	Twenty-three (23) days
After twenty (20) years and over.	Twenty-four (24) days

17.3: Vacation leave with pay may not be taken until earned; however, the Township Supervisor or his designee may grant an exception to this requirement when he believes it is warranted by special circumstances. Probationary employees will earn vacation leave with pay during their probationary period, but cannot receive or use vacation leave with pay during their probationary period.

17.4: Vacations shall be taken during the employee's anniversary year. In the event, however, that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one anniversary year, because scheduling such vacation would drastically interfere with the operations of the Department or other good reason, the Supervisor or his designee may allow such unused vacation to be taken during the following anniversary year. If permission to take the unused vacation in the subsequent anniversary year is not granted, the employee shall be paid for such unused vacation at straight time.

17.5: Vacations will be scheduled by the Township. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the Department Head during the month of April of each year and in no event later than thirty (30) days prior to the requested vacation period. When authorized by the Township, the employee may change his requested vacation period. Less than thirty (30) days notice will be allowed upon prior written approval of the Police Chief or his designated representative.

If more requests for a vacation on a particular date are received than can be granted, the first employee making the application will be given preference. Should more than one (1) application be received at the same time for the same date, than seniority will prevail.

The Township may, when it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period.

17.6: Unless otherwise authorized by the Township, vacation leave with pay must be taken in periods of at least one (1) scheduled workday. Vacation leave with pay may be taken in minimum increments of one (1) hour provided that adequate staffing is present i.e. such us of vacation will not be approved if it necessitates the payment of overtime.

17.7: Vacation leave with pay will be paid at the employee's regular base straight time rate of pay.

17.8: Paid holidays (as set forth in Article XVI) falling within a scheduled vacation period will not be charged against the earned vacation time.

17.9: If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his accumulated sick leave.

17.10: Upon termination, for any reason, an employee will be paid for all earned vacation leave.

17.11: A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the Township Supervisor or his designee.

17.12: An employee must work his scheduled day prior to and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. The Township Supervisor or his designee may, in his discretion, make an exception to this requirement when he believes it is warranted by the circumstances.

ARTICLE XVIII

INSURANCE

18.1: The Township pays the premiums to provide Group Health Insurance (Blue Cross-Blue Shield Major Medical Coverage or its equal) for permanent full-time seniority employees who are not otherwise covered by another medical hospitalization plan and who enroll in the program during the appropriate enrollment period. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the Township.

18.2: The Township pays the premiums to provide a drug rider program (\$2.00 co-pay, shall be revised to a five (\$5.00) co-pay effective April 1, 1998) for permanent full-time seniority employees.

18.3: The Township pays the premiums to provide a Fifteen Thousand (\$15,000.00) Dollar group life insurance and Fifteen Thousand (\$15,000.00) Dollar accidental death insurance policy for permanent full-time seniority employees. Effective January 1, 1987, the amount of life insurance will be increased to Twenty Thousand (\$20,000.00) Dollars. Effective April 1, 1998 the amount of life insurance will be increased to thirty thousand (\$30,000.00) dollars.

18.4: The Township will, for the duration of this Agreement, provide group dental insurance, family coverage, for full-time seniority employees. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium. Effective January 1, 1999, the annual maximum payment shall be as follows:

Dental Class I - III	----	\$1,000
Class IV	----	\$1,000

18.5: The Township pays the premiums to provide short-term disability insurance for permanent full-time seniority employees. The short-term disability insurance provides a benefit of Eighty-Four (\$84.00) Dollars per week for a maximum of twenty-six (26) weeks. Effective 6/22/94 (date of award) the short-term disability insurance will be fifty (50%) percent of the employee's regular take home pay up to a maximum of Two Hundred Fifty (\$250.00) Dollars per week. The insurance coverage begins the first day for an accident and the eighth day after the beginning of an illness. The insurance benefit is payable under the terms of Article XXII - Leaves of Absence.

18.6: The Township pays the premiums to provide long-term disability insurance under a program for permanent full-time seniority employees. The insurance benefit is payable under the terms of Article XXII - Leaves of Absence.

18.7: An eligible full-time employee shall become insured on the first of the month following the date of hire, provided, if away from work due to disability, leave of absence, etc., on the date the insurance coverage is to be effective, said employee will be insured upon return to active service. If permissible under the contract between the Township and the insurance carrier, a probationary employee may file a written request with the Township to personally pay the insurance premiums by payroll deduction during the probationary period. Premiums are to be deducted from the employee's salary during the probationary period. If the employee successfully completes the probationary period, the employee is reimbursed for the premium.

18.8: The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that those employees who go on a Township-approved leave of absence without pay may keep their group coverage in effect to the extent, and for such periods of time, as may be permissible under the contracts between the Township and the carrier by notifying the Personnel Department and by depositing with the Treasurer's Office the full amount of premiums for the leave of absence on or before their last day of work prior to the leave of absence. It is understood that the foregoing privilege is subject to the approval of the insurance carrier.

18.9: Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the Township and the carrier. Any rebates or refunds on premiums paid by the Township accrue to the Township. The Township may select the carrier and from time to time change carriers, or become self-insured.

18.10: Each employee who chooses to waive Township provided health insurance and whose spouse or parent has coverage provided by another employer, shall be paid a cash incentive each year for every year that the employee waives Township provided coverage. The cash incentive shall be equal to thirty (30%) percent of the annual premium for health insurance the employee was enrolled in at the time of waiver election. New employees, hired after November 1, 1993, will be eligible for thirty (30%) percent of the lowest premium cost health insurance option offered by the Township. Payments shall be made semi-annually

to each employee who has not taken any Township provided health insurance for the previous six (6) months. The cash payments made in lieu of benefits are considered taxable income by the IRS. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff, termination, death, divorce, legal separation, or loss of eligibility under parent's contract, shall be allowed to enroll in the Township provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a Township sponsored plan at the beginning of the next billing period. Employees who elect to waive their coverage may not re-enroll in the Township provided health insurance plan for any other reason until the Township's re-enrollment period each November. In the event that an employee re-enrolls, his payment shall be pro-rated according to the number of months he waived coverage in the six (6) month period. Election of waiver in the Township sponsored plan shall be limited to the April and November billing period. The Township shall have no responsibility to counsel employees regarding the advisability of election or waiver of coverage. To be eligible for the benefit set forth herein, the employee must submit the Health Insurance Form attached hereto as Appendix B.

ARTICLE XIX

SALARIES

19.1: Classification titles are intended as in illustrative summary of the types of duties and responsibilities associated with the various classifications. The designation of classifications do not constitute a designation of job content nor do they restrict work assignments.

19.2: The salary progression schedule is based on job performance and on length of service.

19.3: The Township may advance employees to any point on the salary progression schedule at any time prior to the employee's completion of the specified length of services.

19.4: Salaries are set forth in Appendix A which is attached and incorporated herein.

19.5: A retroactive payment, consisting of the difference between the rates set forth above and the rates actually paid, for the period between January 1, 1998 and the start of the first payroll period commencing after the date on which the contract is signed by the principal parties will be paid within thirty (30) days after the contract has been signed by the principal parties.

ARTICLE XX

HEALTH AND SAFETY

20.1: Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to his/her Department Head and the Personnel Department. When required by his Department Head the employee shall immediately make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the Township. All injuries sustained by any employee in the course of his work will, when the Township so designates, be subject to treatment by or under the supervision of a Township-appointed physician, provided that the Township will pay the cost of such examination or treatment.

20.2: Each employee shall carefully follow all safety regulations of the Township and shall use all safety equipment provided by the Township. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of the Township's safety rules shall subject the employee to disciplinary action by the Township.

ARTICLE XXI

ATTENDANCE

21.1: Employees are expected to report to work on time and to observe working hours that have been established.

21.2: In recognition of the difficulties imposed upon the Township through failure of employees to comply with working schedules, employees shall give prior notice to their designated department head or, in his absence, to the Personnel Department whenever they expect to report late or to absent themselves from work. Employees who are absent must notify their Department Head or, in his absence, the Personnel Department within one-half (1/2) hour after their workday begins or present an excuse acceptable to the Township. Employees who fail to do so will be considered to be absent without pay.

21.3: Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes.

21.4: The Township Supervisor or his designee may, in his discretion, grant an exception to these requirements when warranted by the circumstances.

ARTICLE XXII

LEAVES OF ABSENCE

22.1: The Township in its discretion, may grant a temporary written unpaid personal leave of absence to employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Department Head. The Township Supervisor or his designated representative must approve the request in writing, prior to the start of the leave. Such leave may be extended upon written approval by the Township Supervisor or his designee. Seniority shall not accumulate during such leave. No benefits will accrue to an employee during a leave of absence.

22.2: Military Leave Without Pay.

1. Any permanent employees who enters the military service of the United States shall be granted leave of absence without pay and reinstatement to employment as required by applicable provisions of Act 263, P.A. of Michigan of 1951 and any other applicable statutes then effective.

2. Any employee granted a leave of absence for "military duty" as defined in Act 263 of the Public Act of Michigan of 1951, shall be reinstated to his position when he has been discharged or separated from service, providing:

- A. He makes application for reinstatement within ninety (90) days after he is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year.
- B. He is discharged under honorable conditions and he establishes this fact to the satisfaction of the Township.
- C. He is physically and mentally qualified to perform the duties of such position if it still exists and is not held by a person with greater length of service to the Township.

If an employee is not qualified to perform the duties of such position by reason of disability sustained during such service, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him with like status and pay, or the nearest approximation thereof, consistent with the circumstances of his case.

If for any reason it is not feasible for such former employee to be reinstated to his previous employment, or if his previous position no longer exists, it shall be determined if there is a position open or held by an employee with less seniority for which the returning veteran is qualified and he shall be appointed to that position. If it is found that no position is available to such returning veteran and he considers himself aggrieved over this procedure, he may file a complaint in writing with the Township Supervisor.

3. Any permanent employee covered by this contract who is a reservist and who must attend "annual active duty for training" shall be compensated by the Township for any difference between his regular pay and his military pay. Such payment shall not exceed a period of time equal to two (2) normally scheduled work weeks per year. Such leave shall be granted only upon advance notice of at least two (2) weeks to the Township Supervisor.

22.3: A seniority employee with at least one (1) year of seniority at the time the leave is to commence who is unable to perform his/her assigned duties because of personal illness or disability and (subject to 21.4 of this Article) shall, at the written recommendation of a physician (stating the specific illness or disability and the expected length of the absence) may be granted a health leave of absence without pay or fringe benefits for the duration of the said illness or disability, up to six (6) months. A written request for such a leave must be submitted to the Personnel Department as soon as possible after the illness or disability becomes known and, in any event, prior to the start of the leave. An extension of up to thirty (30) days may be granted upon the submission of a written application to the Personnel Department together with a physician's statement certifying the employee's inability to perform his/her assigned duties at least thirty (30) days prior to the expiration of the leave. Further extensions of up to thirty (30) days at a time may be granted by applying in writing to the Personnel Department at least fifteen (15) days prior to the expiration of the leave. Within thirty (30) days prior to the expiration of the leave, the employee shall notify the Township in writing of his/her intent to return to work accompanied by a written statement from his/her physician certifying the fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his/her former classification, if available, providing his/her seniority so entitles him/her and he/she can perform the available work. If a position in the employee's former classification is not available, the employee will be placed in a position of similar classification and pay. If no position is available the employee will be maintained on the recall list. Upon return, the employee will be placed on the same position of the current salary schedule that he/she held at the start of the leave. Seniority for purposes of Article IX - Layoff and Recall Policy, shall accumulate during such leave; however, the time of leave shall not be considered as time worked for purposes of this contract. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

22.4: Employees, who are eligible for short or long-term disability insurance, need not exhaust all sick leave prior to the commencement of the leave of absence; however, the other regulations set forth in 22.3 of this Article shall apply:

1. SHORT-TERM DISABILITY (UP TO TWENTY-SIX (26) WEEKS)

A. Non-compensable illness or disability:

In the event an employee is ill or disabled and unable to perform his/her assigned duties, as a result of an illness, disability or injury which is not compensable under the Workers' Compensation Act, the employee will receive insurance benefits in accordance with Article XVIII, Section 18.5, Short-Term Disability Insurance, for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness, disability or injury.

The employee will also use a pro-rata amount of his/her earned sick leave and/or vacation leave, if any, to equal 100% of his/her normal base salary. The insurance benefit and sick leave, and/or vacation, if any, may not exceed 100% of the employee's normal base salary. Payments made by the Township shall be deducted from the employee's accumulated sick and/or vacation leave on a pro-rata basis.

B. Compensable illness or disability:

In the event an employee is ill or disabled and unable to perform his/her assigned duties as a result of a duty connected personal injury, disability or illness arising out of an in the course of his/her employment, and in fact, is paid Worker's Compensation Benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work 100% of his regular straight time pay, such payment to consist of the Workers' Compensation Benefit payments as supplemented by the applicable payments to eligible employees under any other disability insurance plan provided by the Township. The Township's responsibility pursuant to this Section is to pay the difference, if any, between such one-hundred percent (100%) of the regular straight time pay and the compensation set forth above. The payments set forth in this Section will be made for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness, disability or injury. A duty-connected illness or injury shall be such an illness or injury which is compensable under the provisions of the Michigan Workers' Compensation Law. The Township may, at its option, require a confirming statement from a medical doctor relative to the nature of the injury or illness and the duration of such absence.

2. LONG TERM DISABILITY (IN EXCESS OF TWENTY-SIX (26) WEEKS)

In the event an employee is unable to report to work within the twenty-six (26) week period described in Sub-section 1 above due to either a non-compensable or compensable illness, disability or injury the employee will receive insurance benefits in accordance with Article XVIII, Section 18.6.

3. INSURANCE CONTINUATION

A. In the event a seniority employee suffers a compensable illness, disability or injury as set forth in this Article, the Township will continue the hospitalization and life insurance for one (1) year from the date of such illness, disability or injury.

B. In the event a seniority employee suffers a non-compensable illness, disability or injury as set forth in this Article, the Township will continue the hospitalization and life insurance for six (6) months from the date of such illness, disability or injury.

4. An employee unable to return to work within two (2) years of the date of the illness or injury, shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township Board.

A. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered to the employee.

B. Payment in full for accumulated vacation time, if any, shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.

C. Payment for unused accumulated sick leave, if any, shall be made to the employee under the terms of Article XV - Sick Leave Policy. Payment shall be made at the rate the employee was earning on the date of injury, disability or illness.

22.5: In the event an employee is granted a leave of absence under Section 22.3 and 22.4 of this Article, the employee will authorize the Township appointed physician to conduct such physical and/or mental examinations as the physician deems necessary and shall sign such documents and medical release forms which are necessary in order for the Township's physician and/or the Personnel Department to secure from the employee's physician copies of all his/her pertinent medical records.

22.6: All leaves shall be in writing signed by the Township and the employee, receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

22.7: Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

22.8: No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article, regardless of whether the leave was requested or required by the Township.

ARTICLE XXIII

JURY DUTY AND COURT APPEARANCES

23.1: Any employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working during straight time hours on that day and the daily jury fee paid by the courts (not including travel expenses or reimbursement of other expenses). This policy shall apply for each scheduled work day that the employee reports for, or performs, jury duty. The provisions of this Article are not applicable to any employees who, without being summoned, volunteer for jury duty.

23.2: An employee who is requested or authorized to appear in a court of law in a work related manner shall continue to receive his regular salary while away at court. However, that employee must surrender to the Township any witness fees, etc, received.

23.3: In order to receive payment under this provision, an employee must pay over to the Township all witness fees paid to him except for the mileage fee or reimbursement of other expense fees and give the Township prior notice that he has been subpoenaed, show proof of the subpoena, and furnish satisfactory evidence that the appearance was performed on the days for which payment is claimed.

23.4: An employee who appears in a court of law in a non-work related matter shall request the appropriate personal, business leave, or vacation time.

ARTICLE XXIV

PAID PERSONAL LEAVE

24.1: All full-time, regular seniority employees, who have sick leave with pay may use up to three (3) sick leave days with pay each fiscal year (January 1 through December 31) for urgent, necessary, legal business, household or family matters of compelling necessity which require the employee's absence during normal working hours upon receiving permission from their immediate supervisor. The day so used will be deducted from the employee's earned sick leave credit.

24.2: Application for such leave must be made in writing at least three (3) days before taking such leave (except in the case of emergencies) and the applicant must state the reason for taking such leave. Hunting, fishing, recreation, vacationing and social matters are not considered proper uses of this Article. The number of employees allowed to take leave pursuant to this Article at any one time is within the discretion of the Township.

24.3: On January 1 of each year, all full-time seniority employees will be granted three (3) days of paid leave for use during that fiscal year for personal reasons which require the employee's absence during normal working hours.

24.4: Application for such leave must be made in writing at least three (3) days before taking such leave (except in the cases of emergencies). The number of employees allowed to take leave pursuant to this Section at any time is within the discretion of the Township.

ARTICLE XXV

FUNERAL LEAVE WITH PAY

25.1: Any seniority, permanent, full-time employee who, while on the active active payroll, shall suffer death in his immediate family may be granted a funeral leave of absence with normal daily basic straight time pay for up to three (3) regularly scheduled workdays. Immediate family is defined for purposes of this Article as any of the following relatives of eligible employees: Mother, Father, Sister, Brother, Wife, Husband, Son, Daughter, Grandchild, Mother-in-law, Father-in-law, grandparents of the employee and spouse or any relative residing in the employee's household at the time of death. An eligible employee who suffers death of an Aunt, Uncle, Niece or Nephew, Brother-in-law or Sister-in-law of blood relation may be granted a funeral leave of absence with normal daily basic straight time pay for one (1) regularly scheduled workday. The Township may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article. The Township Supervisor or his designee may, in his discretion, make an exception to these requirements when he deems it appropriate in cases of extenuating circumstances.

ARTICLE XXVI

RETIREMENT

26.1: The Township will continue the current Retirement Program for eligible employees. To be eligible for normal retirement, the employee must be at least fifty-seven (57) years of age and have at least twenty-five (25) years of seniority.

26.2: Eligibility, coverage and benefits are subject to the terms and conditions including any waiting periods or other time limits, contained in the retirement plan and the contracts between the Township and the carrier.

26.3: The Township reserves the right to select the carrier(s), to change and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.

26.4: With regard to the Township's pension plan in effect on this date, the parties agree that the plan shall be amended to allow the employee to elect to receive the distribution of the employer contribution account (to the extent the employee is vested in the account), upon termination of the employee's employment with the Township.

26.5: Effective January 1, 1998, vesting requirements shall be revised from ten (10) to eight (8) years.

ARTICLE XXVII

SPECIAL CONFERENCES

27.1: Special conferences for important matters will be arranged between the Union and the Township or its designated representative(s) upon the mutual agreement of the parties. Such meetings shall be between no more than two (2) representatives of the Union and two (2) representatives of the Township unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting, as well as the names of the representatives of the party proposing the meeting who will be in attendance shall be presented at the time the conferences is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable hours. The employee Union representative(s) shall not lose pay for time spent in the special conferences, if conducted during such employee's normal scheduled hours.

ARTICLE XXVIII

UNION BULLETIN BOARD

28.1: The Township shall provide the Union with a bulletin board for posting of notices set forth in Section 28.2, below, provided such notices are initialed by a Union President. The Union will submit one (1) copy of said notice to the Chief of Police.

- 28.2: Notices shall be restricted to the following types:
- A. Notices of Union social and recreational events.
 - B. Notices of Union elections, appointment and results thereof.
 - C. Notices of Union meetings.
 - D. Notices of Union education classes, conferences or conventions.
 - E. Notices of items for sale by employees in the Department.

28.3: The bulletin board shall not be used by the Union or its members for disseminating derogatory or political matters of any kind whatsoever.

ARTICLE XXIX

GENERAL

29.1: The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

29.2: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, national origin, political affiliation or other protected classifications under state and federal law. The Union shall share equally with the Township the responsibility for applying this provision of the Agreement. Alleged violation of this Section shall not be subject to the Grievance Procedure.

The Township agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Township or any Township representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

29.3: The Township may require that employees authorize their doctors to provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time exceeding three (3) consecutive days.

29.4: All supplemental agreements to this contract shall be subject to the approval of the Township and the Police Officers Association of Michigan. This Section shall not apply to the settlement of grievances by the representatives of the parties.

ARTICLE XXX

SCOPE OF AGREEMENT

30.1: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

30.2: Nothing in this contract shall be held to conflict with the laws of the United States and the State of Michigan relating to veterans preferences, wage and hour laws, workers' compensation or other similar laws, it not being intended hereunder to limit the rights of employees afforded by such laws in any way.

30.3: This Contract includes each and every agreement entered into between the Township and the Union with respect to those subjects for which the Union is authorized to act as a representative of the bargaining unit.

30.4: Nothing herein contained shall be held to restrict or impair the right of the Township, as employer, to direct the work of its employees and to establish reasonable rules and regulations relating to the performance of that work, in accordance with the said West Bloomfield Township Police Protection Ordinance, as it may be amended from time to time, where such rules and regulations are not inconsistent with the terms of this Agreement. The right to hire, promote, discharge or discipline and to maintain discipline and efficiency of employees, is the sole responsibility of the employer except that union members shall not be discriminated against as such. The work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the employer.

ARTICLE XXXI

DISCIPLINE

31.1: An employee shall have the right to have a Union representative present with him/her at every stage of the disciplinary process.

31.2: In the event an employee is suspended or discharged, the Township will provide written notice of the suspension or discharge to the local Union president or alternate within forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) of the imposition of the suspension or discharge. Notice will be deemed to have been given when the written notice is placed in the Union president's or alternate's department mail box.

31.3: The Township may establish, adopt, publish, change, amend and enforce rules and regulations for employees to follow.

31.4: The failure to follow the Township's rules and regulations will result in disciplinary action which may include: verbal or written warnings, reprimands, suspensions, layoffs, demotions, transfers or discharge. The disciplinary action to be imposed will be determined by the Township.

31.5: Examples of conduct which may result in disciplinary action include, but are not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism, tardiness, failure to notify department head of anticipated absenteeism prior to scheduled work day; failure to take or pass physical examination; dishonesty, or theft; fighting; unexcused absence from work; insubordination; sabotage, intoxication; using alcohol or drugs on Township-owned premises or during working hours; overt discourtesy to supervisors, visitors, or other Township employees; gross neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or any other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision; refusal to cross a picket line established by any labor organization, if such refusal occurs during the employee's working hours.

31.6: Employees are expected to recognize the importance of the protection of information concerning the operation of the Township. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Unauthorized release of the aforementioned information by an employee to a fellow employee, or any unauthorized person shall be regarded as breach of confidence, and as grounds for disciplinary action.

ARTICLE XXXII

OUTSIDE EMPLOYMENT

32.1: No employee may directly or indirectly maintain or engage in any outside business, financial or employment activity which conflicts with the interests of the Township or which interferes with his ability to discharge his Township duties fully or which impairs the employee's ability to satisfactorily perform his assigned duties.

ARTICLE XXXIII

TYPES OF EMPLOYMENT

33.1: For the purpose of this Contract, a "full-time employee" is an employee hired for an indefinite period of time for thirty-seven and one-half (37 1/2) or more hours, effective 1/1/90 forty (40) or more hours, a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work more than twenty (20) hours but less than thirty-seven and one-half (37 1/2) hours, effective 1/1/90 forty (40) or more hours, a weeks. A "temporary employee" is an employee hired for a definite period of time less than four (4) months of continuous (full-time) employment. A "casual employee" is an employee regularly scheduled to work an average of less than twenty (20) hours per week. A "permanent employee" is an employee hired for either a "full-time" or "part-time" position said position being of a continuing nature.

33.2: Temporary and casual employees are excluded from the bargaining unit and are not covered by this contract.

33.3: In the event a permanent, part-time employee becomes full-time, said employee will be credited on a pro-rata basis for all hours worked as a part-time employee, and if said employee has worked the equivalent of four (4) consecutive months of regular full-time employment or more, they will be placed on the seniority list with such credit for layoff and recall only. Fringe benefits shall not accrue or accumulate until the employee commences work as a full-time employee i.e., no retroactive credit for fringe benefit accrual.

33.4: In the event a probationary full-time employee becomes a part-time employee, the employee will commence part-time employment as a new hiree and his/her first date of employment as a part-time employee shall be treated as the employee's date of hire.

33.5: Part-time employees shall receive the hourly rate for the hours worked but shall not be entitled to any benefits under this Agreement unless specifically set forth elsewhere in this Agreement.

33.6: Co-op students are excluded from the bargaining unit.

ARTICLE XXXIV

ANTI-NEPOTISM

34.1: The following relatives of any employee of the Township are disqualified from holding employment with the Township of West Bloomfield: spouse, child, grandchild, parent, grandparent, brother, sister, half-brother or half-sister, all relationships shall include those arising from adoption.

This provision will not apply in the event the relationship arises when both persons are employees or elected officials of the Township; provided that, the Township may transfer one or both employees to a different department and/or classification than the one held at the time the relationship arose and/or prohibit such employees from working during the same work hours.

ARTICLE XXXV

MAINTENANCE OF CONDITIONS

35.1: The Township shall make no changes that are contrary to the provisions of this Agreement, in wages, hours or conditions of employment. This Agreement shall supersede any rules and regulations governing the Police Department which are in conflict with the provisions of this Agreement.

ARTICLE XXXVI

PERSONNEL RECORDS

36.1: Contents of an employee's personnel file shall be treated in accordance with Act. No. 397 of the Public Acts of 1978.

ARTICLE XXXVII

GENERAL PROVISIONS

37.1: The Township may, in its discretion, require that employees submit to physical and mental tests and examinations which are considered to be of value to the Township in maintaining a capable work force, employee health and safety, etc., provided, however, that the Township will pay the cost of such tests and examinations.

37.2: The Township will not be responsible for the loss or theft of an employee's personal property which is brought to work.

37.3: Permanent, full-time seniority employees who enroll in approved course work may apply to the Township for reimbursement of the tuition fee. The Township may reimburse the tuition fee in full to the employee if the course is directly related to the employee's work with the Township. If the course is not directly related to the employee's work, the Township may pay one-half (1/2) of the tuition fee, if it is determined by the Township Supervisor that the course is desirable. The Township will reimburse the employee for the tuition costs of the approved course work upon successful completion of the course and submission of the final grade to the Township. If the employee resigns or is terminated within one (1) year following completion of the course work, the employee will reimburse the Township for the full amount paid by the Township by having that amount deducted from his/her final paycheck. Books will not be paid for by the Township unless the course is required by the Township. Courses are limited to one (1) per semester. Supplies and mileage will not be paid.

37.4: In the event an employee drives his own vehicle at the direction of the Township for work-related activities, he will be paid the current mileage allowance. To be eligible for such payment the employee must submit to the Township each day, in form acceptable to the Township, a report explaining the mileage for which payment is claimed on that workday.

37.5: The Township will continue to provide uniforms (including two (2) pairs of shoes each year) and cleaning as selected by the Township, for the clerk dispatchers employed in the Police Department.

37.6: The Township in its discretion may require an employee to take an involuntary sick or health leave of absence, under Article XXII - Leaves of Absence, if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the Township based on medical evaluation. The employment of the employee will be terminated at the expiration of the voluntary or involuntary health leave of absence, if the employee is not able to return to work pursuant to this Section.

ARTICLE XXXVIII

SEPARABILITY AND SAVINGS CLAUSE

38.1: If any Article or Section of this Agreement, or any Appendix thereto shall 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 shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, shall not be affected thereby. The parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXXIX

COMMUNICATIONS TRAINING OFFICERS

39.1: The Department may assign Communications Training Officers. It is understood by the parties that those employees who are certified Communications Training Officers, who are assigned by the department to perform as Communications Training Officers, and who do in fact perform these assignments, will receive an additional ten (\$10.00) dollars for each shift of such assignments. The payment will be made on the first (1st) payroll of the month following the month during which the assignments are made.

It is further understood by the parties that assignments as Communications Training Officers, and the removal of any employee(s) from such assignment are within the sole discretion of the department.

ARTICLE XL

HEALTH INSURANCE FOR RETIREES

40.1: The Township will provide and pay for health insurance coverage for retirees in good standing under the Township's retirement system who are regular service retirees of at least fifty-seven (57) years of age and at least twenty-five (25) years of seniority or who are receiving workers' compensation and/or duty disability pension benefits. The level of coverage provided shall be the same as that then provided to employees, including spouse coverage.

40.2: There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's insurance plan shall be considered the secondary insurance.

40.3: The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. Upon the retiree's receipt of Medicare health insurance benefits, the Township shall provide BC/BS complementary coverage, which, together with Medicare, provides the same level of coverage as is currently provided to employees.

40.4: Any funds established by the Township shall be vested in the Township, and no employee covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the Township, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the Township. Furthermore, the Township reserves the right to change providers.

40.5: The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse is actively employed by another employer and covered by his/her employer's health insurance program, if that program provides equivalent or better coverage at no expense to the retiree or spouse.

40.6: "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at the time of retirement.

- A. In the event the employee selects one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.
- B. In the event that the spouse shall have comparable or better insurance available, the Township shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage, the spouse will then become eligible for coverage from the employer.

40.7: During such period of time that a retiree is eligible for and receiving Township provided health insurance under the provisions of this Article, the retiree may at his/her expense provide health insurance to his/her eligible dependents (not including spouse) at the election of the retiree. The provision of this coverage is subject to the approval of the insurance carrier and is subject to all terms and conditions contained in the contracts between the carrier and the Township. To maintain coverage, the retiree must pay in advance each month the full cost of the premium for the eligible dependent (including any additional costs for a student rider) by depositing the required amount with the Township Treasurer's Office.

ARTICLE XLI

DISPATCH LEADER(S)

41.1: The Township may appoint dispatch leader(s). The selection and assignment of dispatch leader(s) shall be the right of the Township and the termination of the dispatch leader position for any one or all involved employees, as well as the removal of an employee from the dispatch leader position shall be at the discretion of the Township.

41.2: The dispatch leader will receive a salary rate five (5%) percent above the rates of Clerk Dispatcher. The dispatch leader will be selected on the basis of a written examination conducted by the Department, oral examination, and seniority points in the following proportions:

- A. The percentage (%) (or at the Township's option percentile ranking) attained on the written examination multiplied by fifty (50%) percent.
- B. The percentage (%) attained on the oral examination multiplied by forty (40%) percent.
- C. In addition, seniority points (up to maximum total of ten (10) points will be added to attain the total composite as follows:

Each employee will be awarded .50 of a point for each year of seniority in the department up to a maximum of twenty (20) years of seniority.

41.3: The oral board will be made up of command officers from three (3) outside police agencies.

41.4: The dispatch leader will be selected from among the three (3) Clerk Dispatchers with the highest total scores.

41.5: Dispatch leaders may be removed by the Police Chief for unsatisfactory work performance.

- A. The Chief, or his designee, will announce anticipated examination dates not more than six (6) months nor less than three (3) months in advance. To the extent possible, the Chief, or his designee will furnish a bibliography and/or outline covering the contents of the written examination.
- B. The Chief, or his designee, will announce the specific examination dates at least thirty (30) days in advance.

- C. Those employees with a minimum of three (3) years of full-time service as police dispatchers with the Township of West Bloomfield (attained by the first examination date) will be eligible to participate in the competitive examinations, provided that the employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than twenty-one (21) days prior to the first examination date. The Chief may in his discretion give a dispatcher one-half (1/2) time credit for prior experience as a dispatcher up to a maximum of two (2) years. This service credit shall be for purposes of qualifying for promotional examinations only and shall have no effect under other provisions of this Agreement.

41.6: The competitive elements of the examination will consist of a written examination, oral examination made up of command officers from three (3) outside police agencies. All who pass the written examination shall be given the oral examination. The average of the passing grade in each element of the examination shall be seventy (70%) percent (provided that at the Township's option the percentile ranking on the written examination may be used) and the failure of an applicant in any element shall disqualify him from further consideration. The Township will announce before the written examination whether the examination will be scored on a percentage or percentile basis.

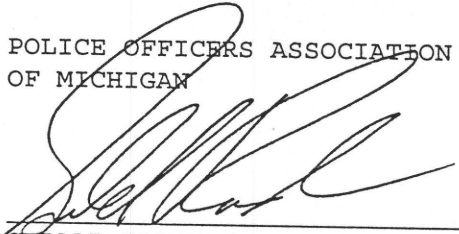
ARTICLE XLII

DURATION

42.1: The contract will become effective on the date on which both principal parties have ratified and signed the contract to and including December 31, 2000.

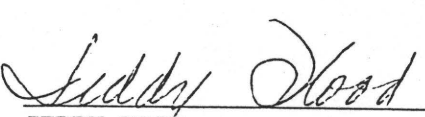
IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of March, 1998.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


GERALD RADOVIC
Business Agent


DATE: 3/24/98

TOWNSHIP OF WEST BLOOMFIELD


JEDDY HOOD
Township Supervisor

DATE: 3/26/98

FOR THE WEST BLOOMFIELD
TOWNSHIP POLICE DISPATCHERS
ASSOCIATION


JAMES CAMPBELL President

DATE: 3-25-98

APPENDIX A
SALARY SCHEDULE

	START	AFTER 6 MONTHS	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
Effective 1/1/98 Clerk Dispatcher	\$24,500	\$25,200	\$26,150	\$27,100	\$28,000	\$29,000
Effective 1/1/99 Clerk Dispatcher	\$25,235	\$25,960	\$26,950	\$27,920	\$28,840	\$29,870
Effective 1/1/2000 Clerk Dispatcher	\$26,000	\$26,750	\$27,750	\$28,750	\$29,705	\$30,775
Clerk Dispatcher II (After five (5) years)		1/1/98	\$32,000			
		1/1/99	\$33,360			
		1/1/2000	\$34,800			

APPENDIX B

CHARTER TOWNSHIP OF WEST BLOOMFIELD

Health Insurance Waiver Allowance
Election Form

NAME OF EMPLOYEE: _____
SOCIAL SECURITY NUMBER: _____
DEPARTMENT: _____
DATE HEALTH INSURANCE COVERAGE IS TO BE TERMINATED: _____
NAME AND ADDRESS OF INSURANCE COMPANY PROVIDING ALTERNATIVE HEALTH INSURANCE: _____

POLICY NUMBER: _____ PHONE NUMBER: _____
GROUP NUMBER (IF APPROPRIATE): _____
EFFECTIVE DATE OF THE POLICY: _____

PLEASE ATTACH WRITTEN VERIFICATION OF OTHER COVERAGE

In place of coverage under the Health Insurance Plan of the Township the employee elects the Health Insurance Waiver Allowance. The Allowance shall be thirty percent (30%) of the annual premium for health insurance that the employee was enrolled in at the time of this election.

The employee certifies that he (and his dependents, if applicable) has health insurance coverage provided through the employer (other than the Township) of his spouse or parent. The employee waives Township-provided health insurance coverage for himself (and his dependents, if applicable).

Payments of the allowance shall be made semi-annually to each employee who has elected not to take any Township-provided health insurance for the previous six (6) months. The employee acknowledges that the Plan limits the opportunities for an employee to re-enroll in health insurance provided by the Township. The employee acknowledges that the health insurance coverage provided by the other employer of the employee's spouse or parent may not provide the same level of benefits as the health insurance coverage provided by the Township. The employee releases the Township from all medical claims, expenses, debts or obligations of any kind which the employee (and/or the employee's dependents, if applicable) may incur during the period that the employee (and the employee's dependents, if applicable) is not covered by Township-provided health insurance. The employee acknowledges that he has received a copy of the Township's personnel policy regarding health insurance waivers.

EMPLOYEE SIGNATURE:

APPROVED BY:

Date: _____

Date: _____

