

**AGREEMENT**

*Between*

**THE TOWNSHIP OF WATERFORD**

*And*

**Command Officers Association of  
Michigan**

**COAM**

**Effective January 1, 2017 – December 31, 2021**

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**AGREEMENT**

THIS AGREEMENT is to be effective this 1st day of January 2017 between the TOWNSHIP OF WATERFORD (hereinafter referred to as the "Employer" or "Township"), and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM), a labor organization under the laws of the State of Michigan (hereinafter referred to as the "Association or Employee").

**ARTICLE I**  
**PURPOSE AND INTENT**

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

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

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

**ARTICLE II**  
**ASSOCIATION RECOGNITION**

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

2.2 In negotiating and executing this Agreement, it is the intention of the parties to bargain in respect to all wages, working conditions and all other mandatory subjects of collective bargaining between the Township and the employees covered by this agreement.

ARTICLE III  
MANAGEMENT RIGHTS

3.1: The Township retains the right to operate and manage its affairs in all respects in accordance with its responsibilities. The Township has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement, including the right to (a) hire, assign, transfer and promote Employees to positions within the agency; (b) suspend, demote, discharge or take other disciplinary action against Employees for just cause; c) relieve Employees from duties because of lack of work or lack of funds; (d) determine the methods, means, equipment and personnel necessary for departmental operations; (e) control the departmental budget; (f) take whatever actions are necessary in situations of emergency to perform the functions of the department.

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

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

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

3.5 The Township may employ a civilian Administrative manager in the Waterford Police Department. The Administrative Manager's duties will include management/supervision and duties assigned by the Chief of Police or his designee. The Administrative manager will report directly to the Chief of Police or his designee. The Administrative Manager will not have supervisory responsibilities over any sworn department member.

3.6: The Township reserves the right in accordance with Article XIII, Layoffs, to layoff or leave vacancies unfilled for lack of work or funds, or the occurrence of conditions

beyond the control of the Township, or where continuation of such work would be wasteful and unproductive.

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

#### ARTICLE IV ASSOCIATION SECURITY

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

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

4.2: By written notice to the Township and the Association, any Employee who is either a member of the Association or is paying periodic dues to the Association may withdraw from the Association, provided such notice is provided at least 30 days in advance.

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

#### ARTICLE V ASSOCIATION DUES

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

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

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

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

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

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

#### ARTICLE VI REPRESENTATION AND ASSOCIATION BUSINESS

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

- A. Four (4) members of the Association to participate in contract negotiations, provided no more than two (2) of them are on duty employees.
- B. The Association president or designee may attend Civil Service meetings or Township Board meetings, excluding those which do not affect the Police Department. Whenever possible, appearance at meetings will be by the off-duty officer.
- C. The employee and steward as allowed in Step 1 & 2 in the grievance procedure (Article VIII).
- D. A designated Association representative as allowed in Step 3 of the grievance procedure (Article VIII).

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

6.3: Reasonable time off with pay shall be given either to one steward or one alternate steward to handle grievance matters.

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

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

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

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

## ARTICLE VII STRIKE PROHIBITION

7.1: There shall be no strikes, slowdowns, stoppage of work or any interference with the efficient management of the Police Department by any unit member. Nothing contained in this Article shall be construed or used in any manner to form the basis for an allegation in support of any court action for violation of this provision, unless and until the parties against whom the complaint or accusation is made shall have been allowed a reasonable opportunity to correct the same and shall have refused to do so.

## ARTICLE VIII GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

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

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

8.7 Step 4. Voluntary Mediation. Within 15 days after receipt by the Township of written notice from the Association of intent to arbitrate, the parties may mutually agree to non-binding mediation using the services of the Michigan Employment Relations Commission or Federal Mediation and Conciliation Service mediator(s). If agreement is reached to voluntarily mediate the issue, the arbitration shall be held in abeyance



pending the completion of the mediation process. Offers or proposals made by either party during the mediation process shall not be used in subsequent arbitration proceedings.

8.8: Arbitration.

- A. The decision of the Arbitrator shall be rendered without undue delay and shall be final and binding on both parties.
- B. The arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission. The Arbitrator shall have no power to add to or subtract from or modify any portion of this Agreement or supplemental agreements between the parties and the Arbitrator shall make his decision in accordance with the Constitution, statutes, administrative regulations, common law and case law as established and applied in the State of Michigan at the time of said decision, and any error or mistake of law committed by the arbitrator shall constitute a basis for setting aside said decision or award. The fees and expenses of the Arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

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

8.10: Reference to business days means Monday through Friday.

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

ARTICLE IX  
COMPLIANCE WITH THE LAW

9.1: In the event there shall be enacted any applicable Federal or State legislation or regulation by an administrative body now in existence or hereafter created, such

legislation or regulation which is at variance with the terms of this Agreement shall to that extent be deemed to modify the provisions of this Agreement.

#### ARTICLE X BULLETIN-BOARDS

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

#### ARTICLE XI DISCIPLINARY PROCEDURE AND REQUIRED STATEMENTS

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

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

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

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

11.5: Employees' Bill of Rights.

A. Whenever any complaint or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee subject to this Agreement under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of the crime or offense under the state or federal law or city ordinance or traffic violation involving death or serious injury, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee shall specifically have the right to representation by the Association at every stage of the proceedings.

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

The Summary referred to in Paragraph 1 above shall set forth the name of the complainant, the time, date and place of the alleged offense or incident, and a description of the latter.

B. This article remains open for continued negotiations. The parties agree they each retain all rights regarding resolving this issue.

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

11.7: The Township of Waterford does further agree to provide false arrest, liability and property damage insurance covering all claims or suits, costs, losses and expenses arising out of the action and conduct of police officers, during the course of or in the performance of their duties as police officers, in such amounts and from such insurance carriers or

sources of equal coverage as the Township Board may from time to time determine. The choices of carriers and amounts of coverage are exclusively reserved to the Township and shall not be subject to the grievance procedure.

11.8: Garrity Rights. In accordance with Garrity v State of New Jersey, 385 US 493 (1967), if the activities, circumstances or events which pertain to an Officer's conduct or act(s) which form the basis for an investigation could possibly result in criminal charges, the Officer may refuse to answer the investigator's questions unless given notice that his/her statements will not be used in any way in subsequent criminal proceedings.

## ARTICLE XII SUPERVISORY RESPONSIBILITY

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

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

## ARTICLE XIII LAYOFFS/DEMOTIONS

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

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

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

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

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

ARTICLE XIV  
SHIFTS, TRADING OF DAYS AND OUT OF CLASSIFICATION PAY

14.1 Seniority in rank shall have preference on all shift preferences and such shift preferences shall take place semi-annually. Shift-pick, leave day selection, and vacation pick will commence in January and July. The actual shift change, and vacation periods will commence on the first Saturday in April and October. Employees, who will be on vacation, sick leave, etc. when the shift preference schedule is posted, shall before leaving submit an interdepartmental communication to their Bureau Commander stating their first and second choice of shift preference along with their leave day choices for each.

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

14.3 Employees shall be permitted to trade or exchange a work or leave day, provided that an employee shall only be permitted to trade or exchange two (2) days per pay period provided no overtime results from the change and subject to the approval of the shift

commander, and said traded day must be repaid by a working day and not by a sick day of the employee within the same pay period; provided further that an employee shall not trade or exchange a day's work with another employee so as to give either employee a sixteen (16) hour working day.

A. The term "trade or exchange" shall be defined as a trade or exchange of work or leave days with another employee of the same rank.

Example: Employee "A" is scheduled for a leave day on Friday March 9<sup>th</sup> and scheduled for a workday on Saturday March 10<sup>th</sup>.

Employee "B" is scheduled for a workday on Friday March 9<sup>th</sup> and scheduled for a leave day on Saturday March 10<sup>th</sup>.

Employee "A" and employee "B" agree to a trade on March 9<sup>th</sup> and 10<sup>th</sup> which looks like this:

Employee A will work on Friday March 9<sup>th</sup> for employee B as well as assume employee B's leave day on Saturday March 10<sup>th</sup>.

Employee B will work on Saturday March 10<sup>th</sup> for employee A as well as assume employee A's leave day on Friday March 9<sup>th</sup>.

1. Employees shall be permitted to move a previously scheduled leave day to a previously scheduled workday once per month, not to exceed nine times in any calendar year, subject to approval of the shift commander. Any such movement of leave days shall not create overtime and shall be done in accordance with current scheduling standards.
2. Leave days may be moved to accomplish a particular objective such as training and will not count against the above described one per month or nine per calendar year.

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

reassignment may then be made at the discretion of the Police Chief, based on the procedure outlined below.

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

14.6: Seniority.

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

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

14.8: Sergeants in the detective bureau shall be paid at the starting lieutenant's pay rate for time assigned as officer in charge of the bureau.

14.9: Road patrol sergeants who are assigned to serve for a period of 20 consecutive days or more, as the officer in charge of the shift, shall be paid at the starting lieutenant's pay rate for time assigned. After 19 days absence of the assigned lieutenant the assignment of the sergeant shall be deemed an acting lieutenant and paid retroactively back to the first day of absence of the lieutenant until the lieutenant's return.

14.10: Assignments under paragraphs 14.8 and 14.9 shall be made by the Chief of Police based on seniority absent a determination by the Chief that the senior sergeant is not fit for the assigned duties and responsibilities.

ARTICLE XV  
TUITION REIMBURSEMENT AND TRAINING PROGRAMS

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

- A. All courses must be approved in advance by the Township Supervisor or his designate.
- B. An employee must be enrolled in an education program leading to an appropriate degree related to improved performance or to improved professional competence in police administration work.
- C. An employee must satisfactorily complete the course with a "C" average or better (or the equivalent of a "C" average if a numerical grading system is used).
- D. Reimbursement will be made upon submission of evidence of satisfactory completion of each course to the Township.
- E. Attendance at classes shall not at any time interfere with the normal work shift of an employee.
- F. Employees receiving financial or other assistance for educational purposes from another source will have the Township reimbursement reduced by the value or amount of such assistance. Exception would be loans or grants that require repayment or personal gifts given for this purpose.
- G. Reimbursement under this education program is limited to a baccalaureate. Purchased books shall be given to the department at the end of the course.
- H. The Annual cap on tuition will be \$2,000.00 per member.

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

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

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



ARTICLE XVI  
HOLIDAY PAY

16.1: The paid holidays are designated as the following:

New Year's Day	Veteran's Day
Presidents' Day	Thanksgiving
Good Friday	Friday After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Columbus Day	

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

16.3: The employee's lump sum payment shall be based on the employee's scheduled hourly shift. (For example, if an employee was working a 12-hour shift, the employee will receive 12 hours pay for each holiday). Any employee changing work schedules during the year shall have their lump sum payment adjusted based on the employee's work schedule in the pay period in which the holiday falls.

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

ARTICLE XVII  
OVERTIME AND COMPENSATORY TIME

17.1: All employees shall be compensated at the rate of time and one half for each and every hour that said employee shall have worked over their scheduled eight, ten or twelve hours in any one day and over 80 hours in any one pay period, such payment, if any to be paid on alternative pay days as earned. This formula shall not apply to so-called Court Time, as set forth in Section 17.2 hereof.

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

1. Less than 2.35 hours — 2.35 Hour minimum
2. 2.35 hours or more — Actual time worked

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

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

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

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

17.6: An employee may elect to accumulate compensatory time, in lieu of monetary payment for overtime worked and shall be entitled to one and one-half (1 ½) hours off with regular pay for each one (1) hour of overtime accumulated, provided however, that an employee may accumulate not more than eighty (80) hours of compensatory time off during any fiscal year, and provided further, that an employee may carry over his

accumulated compensatory time off from one fiscal year to the next succeeding fiscal year but at no time shall any employee be entitled to accumulate more than eighty (80) hours of compensatory time. The maximum use of compensatory time in any calendar year shall be 120 hours.

17.7: Use of Compensatory Time. Use of compensatory Time shall be granted provided the request is made to the employee's immediate supervisor a minimum of four calendar days in advance (which may be waived by the employee's immediate supervisor in an employee's unanticipated emergency or in the discretion of the employee's immediate supervisor) and provided the use does not cause a significant disruption of the Township operations but shall not be denied simply because it creates overtime. Once compensatory time is requested it cannot be withdrawn by the employee unless it is withdrawn a minimum of four calendar days prior to the intended use. Requests for compensatory time may be made in conjunction with vacation time, but such requested compensatory time cannot be withdrawn without the consent of the employee's supervisor.

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

17.9: Any member assigned to the Detective Bureau who serves as the "duty detective" shall be paid \$150.00 additional compensation for the week, effective upon ratification. Duty detectives shall be sworn police officers.

17.10 Employees assigned to train newly promoted sergeants shall receive compensation of 1 hour paid overtime for each day assigned.

## ARTICLE XVIII JURY DUTY

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

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

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

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

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

#### ARTICLE XIX CLOTHING ALLOWANCE

19.1: It is agreed that a member of the Association assigned to the Detective Bureau shall be eligible for a clothing allowance in the maximum of seven hundred fifty dollars (\$750.00) per year.

19.2: Payment of the allowance shall be proportional to the time assigned to the detective bureau. In the event the assignment is less than one (1) year, or a part of one (1) year, the payment will be for that fraction of the year (e.g., 6 months at 50% or \$375.00).

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

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

#### ARTICLE XX VACATION

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

0—5 Years 96 hours per year earned at 8 hours per month  
5—10 Years 144 hours per year earned at 12 hours per month  
10—15 Years 192 hours per year earned at 16 hours per month  
Over 15 Years 224 hours per year earned at 18.67 hours per month

20.2: All employees may postpone their vacation from one year to another, and accumulate and carry over at the end of the fiscal year two (2) times the number of vacation time earned during the year and said employee shall not forfeit said vacation in the event that it is not completed during said calendar year but the same may be carried over to the next calendar year and become cumulative, provided however, said accumulation shall not exceed four hundred (480) hours maximum.

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

20.4: If an employee is laid off, retires, dies or terminates his employment by the Township, the Township will pay him, his designated beneficiary filed in writing with the Township, or his Estate, an amount equal to his unused vacation pay up to a maximum of 400 hours.

20.5 The Police Department shall post vacation schedules and request employees to turn in their vacation request preferences prior to April 1<sup>st</sup> and October 1<sup>st</sup> of each year and vacations shall be scheduled in accordance with seniority within rank, with the most senior employee in that rank (time of rank as opposed to full department seniority) having the first preference on vacations, all in keeping with the needs of the Department. Requests for vacation time received after April 1<sup>st</sup> and October 1<sup>st</sup> of each year shall be honored in the order received without regard to seniority, subject to availability of requested dates as determined by Department manpower needs. The Vacation schedule, as prepared in conformance with this Section shall be posted as soon after April 1<sup>st</sup> and October 1<sup>st</sup> as possible after selections are made and approved and shall be updated on a continual basis. The posting shall be in a conspicuous place so it will be available for reference by all members of the Department.

20.6 All employees shall receive two vacation periods with pay. The summer vacation period shall be April 1<sup>st</sup> through September 30<sup>th</sup>. The winter vacation period shall be October 1<sup>st</sup> through March 31<sup>st</sup> of each year.

Seniority in rank shall have preference on all primary vacation picks within each bureau/shift/division, with the most senior employee having first preference, all in

keeping with the needs of the department. Primary vacation picks shall take place semi-annually, commencing with the first Saturday in January, to be completed by March 1<sup>st</sup>, and the first Saturday in July, to be completed by September 1<sup>st</sup>, of each year, along with shift picks. All secondary vacation requests shall be granted on a first come first served basis subject to availability based on department scheduling standards.

Employees may select a maximum total of forty (40) accrued vacation days, in any combination between both semi-annual primary vacation picks. Vacation requests shall not be changed to any other form of PTO except twice per year an employee may change a vacation request to a personal leave day if they have a personal leave day available.

## ARTICLE XXI INSURANCE

### 21.1: Health -

- A. Eligible employees may choose during the Township's open enrollment period one of the following health insurance plans:

i. BCN HMO Option

<u>Deductible</u> <u>Single/Family</u>	<u>Co-Insurance</u> <u>on most services</u>	<u>Embedded Co-Insurance</u> <u>Maximum*</u>	<u>Out of Pocket</u> <u>Maximum</u> <u>(Adjusted Annually)</u>	<u>In Network</u> <u>Primary Office</u> <u>Specialty Office</u> <u>Urgent Care</u> <u>Emergency</u>	<u>Prescription Drug</u>
500/\$1,000	80%/20%	\$1,500/\$3,000	\$6,600/\$13,200 (Adjusted Annually)	\$30 \$30 after deductible \$30 after deductible \$150 after deductible e **	\$10/\$40/\$80 Mail Order 2x 90 day

\* Out of Pocket Maximum: applies to deductibles, copays and coinsurance for all covered services.

\*\*Copay waived if admitted.

ii. BCBSM PPO Option Community Blue 4

	<u>Deductible Single/Fam</u>	<u>Co- Insurance most services</u>	<u>Embedded Co- Insurance Maximum</u>	<u>Out of Pocket Maximum * (Adjusted Annually)</u>	<u>In Network Primary Office Specialty Office Urgent Care Emergency</u>	<u>Prescriptio n Drug  See attached</u>
<u>CB 4</u>	<u>\$500/\$1,000</u>	<u>80%/20%</u>	<u>\$1,500/\$3,000</u>	<u>\$6,600/\$13,200</u>	<u>\$30</u>	<u>\$10/\$40/\$</u>
<u>In</u>	<u>\$1,000/\$2,00</u>	<u>60%/40%</u>	<u>0</u>	<u>\$13,200/\$26,400</u>	<u>\$30</u>	<u>80</u>
<u>Networ</u>	<u>0</u>		<u>\$3,000/\$6,00</u>	<u>(Adjusted</u>	<u>\$30</u>	
<u>k</u>			<u>0</u>	<u>Annually)</u>	<u>\$150</u>	
<u>Out of</u>					<u>Chiro: \$30</u>	
<u>Networ</u>					<u>copay</u>	
<u>k</u>						

\* Out of Pocket Maximum: applies to deductibles, copays and coinsurance for all covered services.

The information for these plans, as the plan costs may vary from year-to year, will be maintained on-line at the applicable portal website.

21.2 Premium (or indicated rate) payments:

In accordance with PA 152 of 2011, the Township will pay toward the premium (or indicated rate) the "hard cap" as established by the Michigan Department of Treasury from time to time with any excess to be paid by the employee through pay-roll deduction.

In accordance with PA 152 of 2011, the Township will pay the premium (or indicated rate). The annual costs are subject to any statutory increase in the "hard cap" with any excess to be paid by the employee through pay-roll deductions: The three insurance categories are: Single, Two-person and Family. Employees shall make insurance selections during the Township open enrollment period on-line at the applicable portal website. If an employee fails to timely make a selection, the plan provided will default to "BCN" until the next open enrollment period.

21.3 Language for Health Care Reform:

- A. The Township will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111<sup>th</sup> Congress, 42 U.S.C. 18001] or any actions taken in repealing or modifying the statute. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.
- B. The Township or the Union may reopen the Collective Bargaining Agreement to address repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare law or actions taken by the State legislature regarding retiree healthcare issues.

21.4 Employees who have health insurance provided to them through a spouse or by other means may elect to waive coverage and receive a payment of \$80.00 for each pay period they waive coverage. Should the employee lose the alternative coverage, he/she may rejoin the Township plan at any time.

21.5 Retiree Health Insurance and Medicare Supplement

- A. Retiree healthcare will be eliminated for all new hires on or after January 1, 2019. For those employees hired after January 1, 2019, the employer will contribute 3% of the employee's base wages with the employee contributing a matching 3% of base wages to a Retirement Health Savings Account. Exception: Those individuals already part-time employees as of January 1, 2019, who are hired permanently by September 1, 2019 will be considered hired before January 1, 2019 for eligibility purposes only.
- B. For those employees hired prior to January 1, 2019, who are eligible for retiree health care, the following will apply:
- C.

For eligible retirees with 25 years of service as defined in Articles 29.6 and 29.7 of the contract who were hired prior to January 1, 2019, they will receive the base PPO healthcare in effect at the time of retirement subject to the provisions below. The base coverage will be as noted above subject to the paragraphs below:

Retiree coverage includes coverage for eligible dependents between the ages of nineteen (19) and twenty-five (25) as defined by the carrier.

All retirees will sign up for Medicare Part A and B coverage.

A retiree who as a result of disability, is eligible for Medicare benefits prior to age 65 shall sign up for both Medicare Part A and Medicare Part B coverage. If the retiree fails to do so, the retiree will not be covered under the Township provided health care coverage.

All such coverage's will not be provided by the Township if comparable coverage is available from another source.



The retiree will receive the base PPO retiree health care benefits in effect at the time of their retirement which is presently Community Blue 4 subject to:

Should prescription benefits change for active employees, the Township, at its discretion, may provide the same benefits to retirees that are provided to active employees. All language in the contract contrary to the above, including Medicare language, will be deleted or modified where appropriate.

- D. All retirees, at age 65, or upon becoming Medicare eligible, shall be provided a Medicare supplemental plan or Medicare advantage plan with the appropriate drug rider as noted in paragraph B above.
- E. The Employer shall pay for family continuation coverage for eligible dependents between the age of nineteen (19) and twenty-five (25) on an as needed basis.

21.6 Contribution to Township Retiree Health Insurance Fund. Effective with the first pay after January 1, 2013, employees shall contribute 1% of all wages into the Township Retiree Health Insurance Fund.

21.7 Life Insurance – The Township shall provide life insurance to each member of the Association in the amount of one and one-half (1½) times the employee's annual salary (rounded to the next thousand) with accidental death and dismemberment protection for both occupational and non-occupational coverage. It is the intention of the parties hereto to have the individual covered twenty-four (24) hours a day.

21.8 Dental – Effective six (6) months following the employee's date of hire, the Township shall provide each employee, eligible spouse and children, with dental benefits providing coverage as described in on the applicable portal website.

21.9 The Township has a Blue Cross Vision Plan for each full-time employee and their families. The Employers contribution shall not exceed \$150 dollars per year per member and any excess premiums shall be paid by the employee through payroll deduction. The schedule of benefits is described on the applicable portal website.

21.10 Flexible Spending Accounts and Health Reimbursement Account.

The Township shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations. The FSA program year shall be from August 1 through July 31. Maximum contributions per employee are \$2,500 of medical accounts and \$5,000 for dependent care accounts. Upon completion of the program year, all

funds remaining in either the medical or dependent care accounts shall revert to the Township to cover program costs as specified under IRS regulations. The Township shall maintain the Health Reimbursement Arrangement (HRA) accounts as governed by IRS Code 125 regulations. Effective 01/01/13 the Township shall no longer be responsible for making any contribution to the HRA. HRAs will remain available to group members who retire. HRAs will remain available to group members who leave the Township prior to retirement for a period of one year for every five years of service to the Township. Furthermore, the Township will close the HRA of any former employee when the account balance is less than \$1,000 for more than one plan year.

**21.11 Retire Dental Benefits**

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

The Employer will not be responsible for providing dental coverage for employees hired after January 1, 2019.

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

**21.12 If the surviving dependent(s) has medical insurance available from another source, no such insurance will be provided by the Township. This benefit shall cease when the surviving spouse becomes eligible for Medicare or Medicaid or remarries, whichever occurs first.**

**21.13 Where less than comparable coverage is available for surviving dependents, the Township may elect to provide only the additional coverage necessary to upgrade coverage to the equivalent of the Township's coverage.**

**21.14 For eligible Members hired before January 1, 2019 and the surviving dependents of retirees shall be eligible for the foregoing insurance based upon length of service of the retiree on the following basis:**

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

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

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

21.15 For Officers hired before January 1, 2019, the service requirement above shall not apply to duty disability retirements, or retirements at, or above the age of sixty (60), except deferred retirement or voluntary separation.

21.16 The Township may change insurance carriers where the change provides comparable or better healthcare coverage for employees. Prior notification and discussion with the Union before any final decision is made will occur. The Union may request the Township's Agent of Record, if any, to attend these meetings. Any dispute regarding comparable coverage will be decided under the grievance procedure.

21.17 For Members hired before January 1, 2019, the Township shall provide an employee who has taken a job related disability retirement and dependents with Blue Cross/ Blue Shield coverage presently provided bargaining unit members until the job related disability retiree reaches age 55, at which time a normal retirement shall be taken, provided if the retiree obtains of her employment which provides this insurance coverage or becomes eligible for other coverage, such Blue Cross/ Blue Shield coverage provided by the Township shall cease. In the event this other coverage is discontinued, the Township shall re-instate its retiree coverage.

## ARTICLE XXII SICK LEAVE

22.1: Members of the command unit shall earn three (3) hours of sick leave per pay period. Officers promoted into the Command unit shall retain their accumulated sick leave upon promotion.

22.2: Sick time shall be for paid time off for illness or injury of the employee or a family member under the care of an employee.

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

22.4: Management shall have the right to verify an employee's illness or injury based on the following:

- A. An employee may be asked for the reason they are off using sick leave when they call in to the employer to report their absence.
- B. An employee off for more than three (3) consecutive workdays may be required to provide reasonable documentation of the illness or injury.
- C. An employee who has had more than four occurrences (i.e. uninterrupted sick leave) without medical documentation in a six-month period may be required to provide medical documentation for any illness or injury for a maximum period of six months. The employer shall document this requirement in writing to the employee.
- D. The Township may require an employee who has a pattern indicating sick leave abuse to provide a medical verification of illness or injury. The employer shall document this requirement in writing to the employee.
- E. If any items b, c, or d above occurs, the Township may require that the employee be examined by a Township-designated physician in order to verify illness or injury and/or the potential for limited or restricted work. The Township shall pay the cost of the examination. The employer shall document the reasons for the examination in writing to the employee.

22.5 Employees may use two (2) sick days as personal leave days subject to the same advance notice and approval process, all in accordance with department scheduling standards.

22.6: Any sick leave above 160 hours remaining after September 30<sup>th</sup> of each year shall be paid to the employee at their full rate of pay on that date. Payments will be made on the last payroll date in October.

22.7: Should an employee exhaust their paid sick time bank prior to September 30<sup>th</sup>, they shall be allowed to use vacation, personal leave or compensatory time off to cover an illness or injury. Employees on Family Medical Leave must use any available paid time off above 40 hours to cover their medical leave.

22.8: Employees shall be provided a Short-Term Disability (STD) benefit that shall go into effect first day hospitalization or accident and after seven consecutive calendar days off on a verifiable illness or injury. The illness or injury must prevent the employee from performing their normal work duties. In the event an employee is hospitalized there shall be no waiting period for short term disability. The STD shall pay the employee Eighty percent (80%) of their normal base wage for a period of up to sixty (60) calendar days.

From the sixtieth (60<sup>th</sup>) day through the one hundred and eightieth (180<sup>th</sup>) day their STD benefit shall be paid at sixty percent (60%) of their normal base wage.

22.9: The Township shall provide an insured Long-term Disability (LTD) benefit that will cover disabilities beyond 180 days through normal social security age. This benefit shall be at 60% of the employees' base wage at the time of disability. The benefit will coordinate with any duty or non-duty disability benefit provided to the employee through their pension system. The coverage summary for the LTD benefit program is included in HR connection site ([www.hrconnection.com](http://www.hrconnection.com)). (on-line at the applicable portal website)

22.10: Employees may use Vacation or Personal Leave in lieu of banked sick time in order to be eligible for the year end payment for excess sick hours. This option is available subject to the approval of the employee's supervisor/manager. The approval is subject to the ability to verify that the employee or a family member is sick.

22.11: Members will be credited with two (2) personal days on January 1<sup>st</sup> of each year based on the employee's work schedule on that date.

#### ARTICLE XXIII BEREAVEMENT LEAVE

23.1: When a death occurs in an employee's immediate family, as defined below, the employee, upon request to his/her command officer, will be excused a maximum of the next five (5) working days for 8-hour employees and next 4 working days for 10-hour, or the next seven (7) calendar days to allow for 12-hour shifts employees immediately following the date of death, provided the employee attends the funeral. Payment will only be for those days that are regularly scheduled workdays.

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

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

#### ARTICLE XXIV LONG TERM DISABILITY

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

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

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

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

24.5: Limitation and Exclusions.

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

ARTICLE XXV  
JOB INCURRED INJURIES

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

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

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

#### ARTICLE XXVI MAINTENANCE OF CONDITIONS

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

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

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

#### ARTICLE XXVII PENSION

27.1 A pension plan for all police officers in the unit hired prior to November 1, 2014 will be provided under the terms of Act 345 of Public Acts of 137 as amended by the parties.

A. Effective January 1, 1987. Annuity Withdrawal: Police

Officers, in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

1. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
2. Application: A member wishing to elect this option must make written application to the Act 345 Pension Board, no later than one hundred twenty (120) days prior to the effective date of his retirement.
3. Waiver of Notice: The Pension Board shall issue the member's annuity payment within one hundred twenty (120) days of the date of the member's retirement.

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

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

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

- A. The last three consecutive years of employment from date of retirement, or



B. Any three of the last ten (10) calendar years of employment prior to retirement.

C. The definition of Final Average Compensation includes the following:  
Base Salary, Overtime and Holiday Pay.

27.3: Multiplier: All eligible police officers in the bargaining unit, the pension multiplier used to compute the annual pension shall be 2.50 percent for all years of service up to a maximum of seventy-five (75%) percent of Final Average Compensation (FAC). This benefit to be fully paid by the Employer. The pension benefit shall not be re-computed when the employee receives Social Security payments, and the multiplier shall remain at 2.50 percent of FAC.

27.4: Non-duty death survivor's pension benefits eligibility shall be vested at ten (10) years of service.

27.5: Service Credit - When computing a member's service credit, the member shall be given service credit for not more than five (5) years combined active military service to the United States Government and/ or prior full-time paid law enforcement or crime scene investigator time, who is employed subsequent to this service. Service Credit shall be granted upon payment to the retirement system of ten (10%) percent of their full-time or equated full-time compensation for the previous 26 full pay periods multiplied by the years of service that the member elects to purchase up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State or locally publicly supported retirement system, but this restriction shall not apply to those persons who have or will have acquired retirement eligibility under the Federal Government for service in the Reserves, i.e.: A member with two (2) years of military service for the American Armed Forces may purchase up to two (2) years of credit. Assuming the member purchases the two (2) years military credit, then the member will only have to work twenty-three (23) years to satisfy the twenty-five (25) year service requirement for normal or voluntary retirement.

27.6 Service Retirement/Voluntary Retirement. An eligible Member who has twenty-five (25) or more years of service, may leave the service and receive the full retirement benefits payable throughout their life as provided from their straight life (regular) pension amount.

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

27.8 Employees retiring under a duty disability pension shall be allowed to select the survivor's benefits options I or II.

27.9 Any member who was receiving Defined Contribution payments as of December 31, 2011, shall be grandfathered in and retain this benefit as described in Section 28.11 of the 2008-2011 Collective Bargaining Agreement.

27.10 The Township will allow a member of the Union, who is a member of the Waterford Township Police and Fire Pension Board to attend annual MAPERS meetings and receive regular pay for those days of the meetings which would be regular workdays.

27.11 The Township will allow, subject to the approval of the Director of Fiscal and & Human Resources, a member of the Union who is a member of the Waterford Township Police and Fire Pension Board time off to attend meetings, conferences, and seminars in accordance with the pension board's trustee education policy.

27.12 Employer Pick-Up Contributions. There is hereby created an employer "pick-up" program whereby employee contributions to the Retirement System shall be paid by the Township in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law.

Member Contributions. Upon implementation, the Township shall, solely for the purpose of compliance with Section 414(h) of the Internal Revenue Code, pick up, for the purposes specified in that section, all member contributions required by the Retirement System based upon a percentage of all salary earned by the member after implementation. The provisions of this section are mandatory, and the member shall have no option concerning the pick-up or to receive the contributed amount directly instead of having them paid by the Township to the Retirement System. In no event may implementation occur other than at the beginning of a pay period.

Tax Treatment. Member contributions picked up under the provisions of this section shall be treated as Township contributions for purposes of determining income tax obligations under the Internal Revenue Code; however, such picked

up member contributions shall be included in determination of the member's gross annual salary for all other purposes under federal and state laws. Members' contributions picked up under this section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member's salary for purposes of determining the amount of the member's contribution.

27.13 Defined Benefit Pension will no longer apply to any full-time Police Officer hired on or after November 1, 2014. A Defined Contribution Pension is provided with the following benefits:

12% Employer Contribution to the Defined Contribution Plan and  
3% by the Employee to the Defined Contribution Plan.

27.14 A Disability Pension for the Defined Contribution Plan is as follows:

a. Upon the application of a member or the member's department head, a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the member's employment by the municipality shall be retired by the retirement board consistent with Act 345.

The Township's liability for the disability benefit shall be offset by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service.

b. Upon the employee's disability-related separation from service, the employee will elect to draw on the balance in the DC account to supplement the employee's net disability pay.

#### ARTICLE XXVIII SAVINGS CLAUSE

28.1 If the Article or Section of this Agreement or any appendixes or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIX  
DETECTIVE BUREAU ASSIGNMENTS

29.1: The Township shall have the right to assign detective work to patrol officers. Patrol officers performing detective work shall work under the direction of a detective sergeant.

ARTICLE XXX  
GENERAL WAGE PROVISIONS

30.1: Job titles and base wage rates for employees covered by this agreement are:

<u>Sergeants</u>	<u>Start</u>	<u>Full--After 6 Months</u>
January 1, 2013	7.5% above Patrol Base	15% above Patrol Base
<u>Lieutenants</u>	<u>Start</u>	<u>Full -- After 6 Months</u>
January 1, 2013	5% above Sergeant Base	10% above Sergeant

30.2: Any increase or decrease in Patrol wages during the term of this Agreement shall result in an increase or decrease in accordance with the percentage differentials in 31.1.

30.3: Required Administrative Time

All Command Officers shall be required to complete the 15 minutes of required administrative time at the time arranged with the Department. Command officers shall prepare for and conduct a lineup, debrief the off-going and on-coming Command Officer, prepare and review Departmental reports and information and perform other administrative duties as assigned. Command Officers shall be reimbursed for the required administrative time at the rate of time and one-half for each day the Command Officer is on duty and works the required administrative time. This Section shall not change any contractual references to "day" or "workday" which shall continue to mean eight (8) hours.

ARTICLE XXXI  
DRUG AND ALCOHOL TESTING

31.1 The Township and the Union shall adopt the same "reasonable suspicion" or "reasonable basis" Drug Policy as contained in Appendix A of the Michigan Association of Police - Waterford Association of Patrol Officers Collective Bargaining Agreement. In the event the Township shall provide an effective random alcohol and drug policy that is acceptable to the Union, such policy shall be adopted by a subsequent Letter of Understanding.

ARTICLE XXXII  
PROMOTIONAL TESTING

32.1: The Township will have a written test for the rank of lieutenant which would more closely test the abilities of those testing for that rank and reflect the actual job being performed by that rank at the Waterford Police Department. The Association will be included in the development of this test which will be agreed on by both parties. Until such test is developed the testing procedures shall remain under the control of the Civil Service Commission.

ARTICLE XXXIII  
HIRING OF POLICE CHIEF

33.1 The Township shall have the right to hire for the position of Chief of Police separate from the Police and Fire Civil Service System.

33.2 Any Chief hired from outside the Civil Service System shall be excluded from the benefits and protections of the Police and Fire Civil Service System and the Police and fire Pension System.

33.3 Any Waterford Township Police Officer promoted from within the Waterford Township Police Department to the position of Chief of Police, shall continue to be included in the benefits of the Police and Fire Pension System and the protections of Police and Fire Civil Service Act.

ARTICLE XXXIV  
TERMINATION AND MODIFICATION

34.1 This agreement shall be effective, (date)\_\_\_\_\_ and shall remain in force until, December 31, 2021, 11:59 pm. It shall be automatically renewed from year to

year in full force and effect thereafter for a successive period of one (1) year unless either party shall, on or before the sixtieth (60<sup>th</sup>) calendar date prior date prior to the expiration date, serve written notice which may be done electronically on the other party of a desire to terminate, modify, alter, negotiate, , change or amend this Agreement.

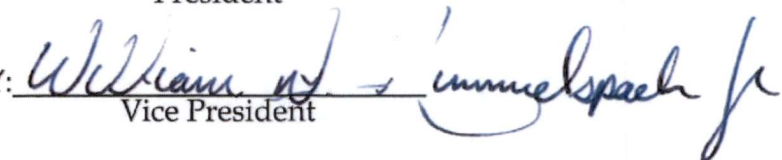
34.2: Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Association, addressed to 27056 Joy Road, Redford, MI 48239-1949 and if to the Employer, addressed to the Township Board, Town hall, 5200 Civic Center Drive, Waterford, Michigan 48329, or to any such address as the Association or Employer shall make available to the other party. Such notice shall be postmarked at least ninety (90) days prior to the contract's expiration date. Negotiations shall start within thirty (30) days of the written notice.

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

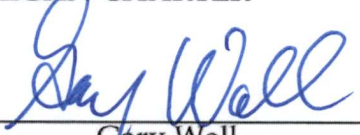
COMMAND OFFICERS ASSOCIATION  
OF WATERFORD TOWNSHIP  
TOWNSHIP

BY:   
Business Agent 4/5/22

BY:   
President

BY:   
Vice President

WATERFORD TOWNSHIP,  
A MICHIGAN CHARTER

BY:   
Gary Wall  
Supervisor

BY:   
Kim Markee  
Clerk