

# **AGREEMENT**

*Between*

**THE TOWNSHIP OF  
WATERFORD**

*And*

**MICHIGAN ASSOCIATION  
OF POLICE**



Effective January 1, 2022 - December 31, 2025

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## **AGREEMENT**

This agreement is between the CHARTER TOWNSHIP OF WATERFORD, (hereinafter referred to as the “Employer” or “Township”) and the Michigan Association of Police (MAP), on behalf of the Waterford Township Police Officers Association, its affiliate. MAP is a labor organization under the laws of the State of Michigan (hereinafter referred to as the “Association” or the “Union”). This agreement shall be effective as of January 1, 2022 and continue in full force and effect until 11:59 p.m. December 31, 2025, or until a successor agreement is reached.

### **ARTICLE I RECOGNITION**

- 1.1 Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Act of 1965, the Employer hereby recognizes the Michigan Association of Police Inc. (MAP), as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all patrol officers, as certified in MERC Case No. R84-1243 dated November 13, 1984, all Part-Time Patrol Officers, Property Room Manager, Full or Part-Time Detention Officers but excluding supervisors and all other employees.

### **ARTICLE II PURPOSE AND INTENT**

- 2.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the TOWNSHIP OF WATERFORD in its capacity as an Employer, the Employees, the Michigan Association of Police and the People of the TOWNSHIP OF WATERFORD.
- 2.2 The parties recognize that the interest of the Community and job security of the employees depend upon the employer’s success in establishing proper services to the community.
- 2.3 To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

### **ARTICLE III DEDUCTION OF DUES**

- 3.1 Employees who are represented by the bargaining unit may authorize the Township to pay their or dues to the Association and to deduct the amount of the dues or service fees from each pay. Upon receipt of written authorization, the Employer shall make the deduction at

the next pay period designated for this purpose. Dues shall be collected in advance for the following month, and the total amount deducted each month shall be forwarded to the Association Treasurer. Members of the bargaining unit laid off shall have their dues automatically deducted upon return to employment with the Township without signing another written authorization.

- 3.2 Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list from whom the dues have been deducted.
- 3.3 The Association shall defend, indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer for purposes of complying with any of the provisions of this article.
- 3.4 In the event the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of this Agreement, such request shall be effective sixty (60) days after the Township's receipt of such request along with written assurance from the Association that such additional amounts have been authorized by the membership.
- 3.5 The Employer and the Union agree not to interfere with the rights of an employee to become or not become a member. There shall be no discrimination or coercion against an employee because of union membership or non-membership. Employees may change their membership status at anytime during the term of this agreement subject to the conditions outlined in Article III, Deduction of Dues.

#### **ARTICLE IV** **REPRESENTATION**

- 4.1 Officers and representatives of the Association shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Association responsibilities, including negotiating with the Township, processing of grievances, and administration and enforcement of this Agreement. The Association president or secretary shall have the time off without loss of pay to attend all Civil Service meetings. They shall also be allowed to attend Township Board Meetings, excluding those which do not affect the Police Department. Whenever possible, appearance at meetings should be by the off-duty officer.
- 4.2 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.
- 4.3 Reasonable time off with pay shall be given either to one steward or one alternate steward for each shift to handle grievance matters.
- 4.4 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.

- 4.5 The Township agrees to provide the Association and to post in a conspicuous place, at least annually in January, a seniority list of all members of the bargaining unit, which shall show the dates of seniority for each member and shall show dates of employment and dates of rank.
- 4.6 Any one member of the Association or various members during each year selected by the Association shall be allowed time off for a period not to collectively exceed three (3) working days without loss of time or pay to attend such conferences, conventions, or other educational Police Association related functions as shall be in the judgment of the Association, worthwhile and beneficial to the Association. Written notice shall be submitted to the Employer thirty (30) days in advance of the attendance at such function indicating the representative or representatives to attend the time involved under this Section.
- 4.7 Three (3) members of the Association shall be permitted to simultaneously engage in negotiations, along with representatives from the Michigan Association of Police, Inc. (MAP). Two (2) members per shift will be paid their regular pay if such meetings take place during their regular duty hours.
- 4.8 The parties agree that such negotiations will normally be scheduled during the week between the hours of 8:30 a.m. and 5:00 p.m. so as to afford the parties access to informational resources.
- 4.9 The Township agrees to provide the release from work assignment of any member of the Waterford Township Police Officers Association Executive Board to attend Executive Board meetings if the said Board meeting is held during duty hours of the member, conditioned upon manpower and supervisory approval.

## **ARTICLE V**

### **STRIKE PROHIBITION-LIMITATION ON SUB-CONTRACTING**

- 5.1 The Association agrees there shall be no strikes, slow downs, stoppage of work or any interference with the efficient management of the Police Department.
- 5.2 The Township shall not subcontract or relocate work currently performed by the employees of the bargaining unit except in cases of emergency, but for no longer than 60 days.
- 5.3 It is agreed by the parties hereto that nothing contained in this Section or any part of this Agreement shall be construed or used in any manner to form the basis for an allegation of this Agreement for the purpose of supporting any legal or court action unless and until the parties to the complaint or contention shall have been allowed a reasonable opportunity to correct the same and shall refuse to do so.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

- 6.1 **Definition** – A grievance is any dispute or disagreement which may arise between the parties concerning the meaning, application or interpretation of this Agreement.
- 6.2 It is agreed that grievances that may arise between the parties shall be settled in accordance with the procedure herein provided.
- 6.3 **Step 1 – Verbal – Immediate Supervisor** – An employee who believes that any provision of this Agreement that has not been applied or interpreted properly may, within 10 days of the event, occurrence or knowledge of the facts giving rise to the grievance, discuss his/her complaint with his/her immediate Supervisor, with or without the presence of his/her Steward. The parties shall discuss the complaint in a friendly manner without interference of any kind, and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her Steward before any discussion takes place with the Supervisor. Any Agreement reached between the parties at this step shall not be inconsistent with the terms and conditions of this Agreement. The Supervisor shall give his/her answer within seven (7) days in writing.
- 6.4 **Step 2 – Written – Chief** – If the answer received at Step 1 is unacceptable, the grievance may be reduced to writing and submitted to the Chief of Police, no later than ten (10) days after receipt of the answer in Step 1. A meeting between the Chief of Police and/or his/her designated representatives and the Union shall be held within ten (10) days after the date of the submission to the Chief. The Chief or his/her designee shall give his/her answer to the grievance in writing no later than seven (7) days after the date of the grievance meeting.
- 6.5 **Step 3 – Township Supervisor** – If the grievance is not satisfactorily settled at Step 2, the Union may refer the grievance to the Township Supervisor no later than ten (10) days after receipt of the Step 2 answer. A meeting between the Union and the Township Supervisor and/or his/her designated representative shall be held within ten (10) days after the date of the submission to the Township Supervisor. The Township Supervisor or his/her designee shall render his/her decision in writing within seven (7) days of the grievance meeting.
- 6.6 **Arbitration** – If the grievance is still unresolved, the Union may refer the grievance to arbitration provided that written notice of intent to arbitrate shall be given to the Employer no later than fifteen (15) days after receipt of the Supervisor's answer in Step 3.
- 6.7 **Voluntary Mediation** – Within 15 days after receipt by the Township of written notice from the Union 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.

- 6.8 Selection of the Arbitrator** – The Township and the Union shall mutually establish a list of two (2) arbitrators. At the time the Union requests arbitration the Union and Township shall randomly draw an arbitrator from the list of two.

Should the list of arbitrators drop below 2, as a result of an arbitrator being removed from the list, either party may require that a list of arbitrators be provided by MERC.

- 6.9 Powers of the Arbitrator** – The Arbitrator shall have no power to add to or subtract from or modify any portion of this Agreement or supplemental agreements between the parties. Except as may be otherwise provided for in this Agreement, the Arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission.
- 6.10** The decision of the Arbitrator shall be rendered within thirty (30) days of the close of the hearing and shall be final and binding on all parties.
- 6.11 Expenses of the Arbitrator** – The fees and the expenses of the Arbitrator shall be split evenly between the parties, who will be governed by the Voluntary Labor Rules of the American Arbitration Association. Each party is responsible for their own expenses for representation, witnesses, stenographic record or similar expenses.
- 6.12 Time Limits** – Time limits throughout shall be counted as calendar days. Time limits at any step of the grievance procedure may be waived or extended by mutual consent of the Employer and the Union.
- 6.13 Discipline – Election of Remedies** – Where an employee is disciplined and he/she elects to contest the measures, he/she shall elect to submit his/her appeal to the Act 78 Civil Service Commission or the grievance procedure, but not both. Selection of one avenue of appeal shall bar the use of the other.
- A.** Grievances involving disciplinary action which involves either suspensions or discharge shall be reduced to writing and submitted to Step 3, within ten (10) days of receipt of the written notice of disciplinary action. A meeting shall be held within ten (10) days of receipt of notice of appeal. Notice of appeal shall indicate the chosen route of appeal, i.e. to the grievance procedure or Act 78. The notice of disciplinary action shall state all rules, regulations and procedures allegedly violated and the disciplinary action recommended by the Employer. All other forms of disciplinary action may be either appealed to Step 2 of the grievance procedure or to Act 78.
- B.** The discharge of a probationary police officer may be subject to the grievance procedure as set forth above but shall stop at Step 3 with the decision of the Township Supervisor as being final and binding.
- 6.14 Grievance of Oral and Written Reprimands**  
In cases of Oral or Written Reprimand, the employee shall have a right to the grievance



procedure through step 3 only. The employee has the right to place a statement of the employee's position regarding the allegation in their personnel file. In any subsequent disciplinary action by the Township, if the Oral or Written Reprimand is used to justify progressive discipline resulting in time off, loss of pay or other economic benefits, and the employee grieves the subsequent disciplinary action, the employee shall have the right to fully contest the allegations in the Oral or Written Reprimand.

## **ARTICLE VII**

### **COMPLIANCE WITH THE LAW**

- 7.1 It is agreed that in the event there shall be enacted any applicable Federal or State legislation or regulation by an administrative body now in existence or hereafter created, such legislation or regulation which is at variance with the terms of this Agreement shall to that extent be deemed to modify the provisions of this Agreement.

## **ARTICLE VIII**

### **BULLETIN BOARDS**

- 8.1 The Association shall be provided suitable space for a bulletin board for the Association for the posting of Association notices, and other materials. Such boards shall be identified with the name of the Association. The Association may designate persons responsible therefor. The bulletin boards shall not be used by 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 IX**

### **DISCIPLINARY PROCEDURE AND REQUIRED STATEMENTS**

- 9.1 An employee shall have the right to either request the presence of his/her steward or expressly waive the right to his/her presence in writing when he/she is being disciplined or discharged or being investigated for discipline or discharge. This shall include formal or informal discipline, informal discipline consisting of verbal reprimands. Reprimands which are intended by the Commanding Officer to be included in the Employee's file must be reduced to writing with a copy delivered to the Employee. It is the employee's exclusive responsibility to give the written waiver or request union representation.
- 9.2 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.
- 9.3 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.

- 9.4 Employee's Bill of Rights** – Whenever any complaint or charge shall be brought against an employee from external or internal sources, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee/member shall have the right to representation by the association at every step of the proceedings.
- A.** Members shall not be required to write a report or statement to the employer regarding any complaint against them unless said complaint is reduced to writing. Any order for a written response shall be narrowly and specifically related to said alleged violations. A copy of the order and the complaint shall be furnished to the member before the response is required. An officer shall be notified of the complaint against him or her within a reasonable amount of time, unless such notification may impede the Department's investigation.
  - B.** If a complaint is made against a member of a criminal offense or if the allegations were to prove to be true, they would constitute a criminal offense, before interrogation or making of any statements the member shall be allowed the opportunity to obtain the advice of counsel.
  - C.** Any order to make a statement under Garrity shall be a written order, the violation of which would constitute grounds for disciplinary action by the employer. Members shall be allowed three (3) working days to make any statements ordered.
  - D.** The order and the Garrity statement shall be considered a private record and shall not be made available except consistent with MCL 15.395, 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.
- 9.5** Nothing herein shall be construed so as to deprive any rights that an employee may have by law.
- 9.6 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.
- 9.7** The Township of Waterford does further agree to provide false arrest, liability and property damage insurance covering all claims or suits, costs, losses and expenses arising out of the actions and conduct of police officers, during the course of or in the performance of their duties as police officers, in such amounts and from such insurance carriers or source of equal coverage as the Township Board may from time to time determine. The choices of carriers and amounts of coverage are exclusively reserved to the Township and shall not be subject to the grievance procedure.

**ARTICLE X**  
**LAYOFFS**

- 10.1** 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.
- 10.2** In the event the Waterford Township Police Department has a layoff of any member of the Command Officers Association, those who would be laid off will have the option of a demotion to their previous classification in lieu of being laid off.
- 10.3** For the purposes of being able to “bump” into the Police Officers bargaining unit, it is agreed that such members would be credited with only that previous seniority accrued while they were members of the Police Officers bargaining unit.
- 10.4** This adjusted seniority would be used for determining vacation selections, shift assignments, job preference, etc. Demoted members would be paid the top pay of their new classification. For retirement purposes, vacation earned, and longevity pay, all members of the Waterford Township Police Department retain all seniority accrued from date of hire.
- 10.5** If an employee is promoted to Sergeant and either fails to make probation or decides to return of his or her own accord to the unit, he or she shall not lose seniority for the time served as probationary Sergeant. Maximum amount of time to be credited is six (6) months.
- 10.6** All parties recognize that the citizens of Waterford Township have a right to expect professional law enforcement at all times.
- 10.7** To this extent, the parties agree that should any employee covered by this agreement be laid off due to lack of work and/or lack of funds, reserve officers shall not be used to replace any full-time officers on layoff status.
- 10.8** The employer will be allowed to continue to utilize reserve officers for special events, e.g. high school football games, Halloween and Devil’s Night, parades, if full time officers are on layoff status.

**ARTICLE XI**  
**SENIORITY, TRANSFERS AND TRADING OF DAYS**

- 11.1** Seniority is defined as the length of continuous service from the employee's last hiring-in date. The relative seniority among employees hired on the same date shall be determined based on civil service score.
- 11.2** An employee shall become a seniority employee upon completion of a probationary period of one year.

- 11.3** An employee shall lose all seniority rights in the event that:
- A.** The employee voluntarily terminates his employment with the employer.
  - B.** The employee is discharged for just cause.
  - C.** The employee on being recalled from layoff fails to report for work within five (5) calendar days after notice has been sent to and received by the employee at their last known address by certified mail or the certified mail has been returned to the employer.
  - D.** The employee is laid off or suspended for a period greater than or equal to their length of service or a minimum of two (2) years, whichever is greater.
- 11.4** In the event of vacancies in Bureaus in the classification of Patrol Officer planned to be filled by the transfer of personnel, the Association shall be advised in writing of the vacancies at least seven (7) calendar days prior to filling such vacancies and Employees shall have seven (7) calendar days from the written notice to the Association to make written application for transfer to the vacant position, provided that the Police Chief may waive such notice and transfer personnel immediately as operating needs of the Police Department require such action. If assignments in the latter case are to exceed thirty (30) days, the notification procedure shall then be followed and reassignments may then be made at the discretion of the Police Chief, based on the procedure outlined below.
- 11.5** 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 shall be final and not subject to a grievance procedure, except to the extent that the notification and review procedure outlined herein is not followed.
- 11.6** Seniority shall have preference on all primary vacation requests but only so long as it does not conflict with the provisions of Article XVI on the scheduling of vacations.
- 11.7** Seniority 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.
- A.** A blank schedule for each shift shall be posted on the first Saturday in January and July as described in 11.7, to be completed one week prior to the beginning of each semi-annual period as described in 11.7.
  - B.** Officers who will be on vacation, sick leave, etc. when the shift change 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.

1. Leave days shall be indicated on the schedule prior to posting.
  2. An officer cannot exercise shift preference and bump an officer with less than one (1) year of seniority (one year from date of hire).
- C. During such semi-annual period, an employee on a particular shift may, by mutual consent with another employee on a different shift, exchange shift assignments for a period not exceeding one (1) month, during said semi-annual period. Such exchanges of shift must be requested of the Police Chief, who shall have the discretion to grant such mutual request if in his discretion such shift changes will not disrupt the efficient operation of the Police Department.
- D. Seniority shall have preference on all transfers involving shift assignments.
- E. Seniority shall have preference on leave day selections.
- F. Employees shall be permitted to trade or exchange a work or leave day, provided that an employee shall only be permitted to trade or exchange two (2) days per pay period subject to the approval of the officer in charge of his shift, and said traded day must be repaid by a working day and not by a sick day of the Employee within the same pay period; provided further that an employee shall not trade or exchange a day's work with another employee so as to give either employee a sixteen (16) hour working day. An officer shall not be allowed to exchange more than 9 occurrences in a twelve-month period.

1. 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>.

2. 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.

3. 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.

## **ARTICLE XII**

### **SHIFTS**

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

## **ARTICLE XIII**

### **HOLIDAY PAY**

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

January 1	New Year’s Day*
3 <sup>rd</sup> Monday of January	Dr. Martin Luther King Day
3 <sup>rd</sup> Monday of February	President’s Day
Friday prior to Easter Sunday	Good Friday
4 <sup>th</sup> Monday in May	Memorial Day*
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran’s Day
Thanksgiving Day	Thanksgiving Day*
Friday after Thanksgiving	Friday after Thanksgiving
December 24	Day before Christmas*
December 25	Christmas*
December 31	Day before New Year’s*

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

- B.** Employees working a 10-hour shift shall have their lump sum payment adjusted based on a 10-hour day. Any employee changing work schedules shall have their lump sum payment adjusted based on their work schedule worked on the holiday.
- 13.3** To be eligible for holiday pay, an employee must work the full holiday if scheduled and must work the full last scheduled work day prior to and following the holiday. The exception would be if the employee is on an approved absence.
- 13.4** Probationary employees shall receive pro-rated holiday pay for any holidays occurring after their date of hire.
- 13.5** Duty physically worked on six (6) of the designated holidays (\*), including New Year's Day, Memorial Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve, shall be paid at the overtime rate of time-and-a-half (1.5).

#### **ARTICLE XIV**

#### **OVERTIME AND COMPENSATORY TIME**

- 14.1** **Overtime** – All employees shall be compensated at the rate of time and one half for each and every hour that said employee shall have worked over eight (8) hours in any one day if working an eight-hour shift or over ten hours if working a ten-hour shift and over forty (40) hours in any one work week, such payment, if any, to be paid on alternate paydays as earned. This formula shall not apply to so-called Court Time, as set forth in Section 14.2 hereof.
- 14.2** **Court Time** – All employees required to appear in court in proceedings arising out of the performance of their official duties, outside of his/her regular duty hours, or which shall occur while said employee is off duty, shall be compensated at the rate of time and one half in accordance with the following schedule:
  - A.** Less than 2.35 hours, 2.35 hours minimum.
  - B.** 2.35 hours or more, actual time worked.

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

- 14.3** An employee required to appear in court within one (1) hour prior to his or her regularly scheduled work shift or within one (1) hour after the end of his regularly scheduled work shift, shall be paid at the rate of time and one half for the actual time involved to the nearest one half hour, so that if an employee must appear in court within one (1) hour prior to the commencement of a work shift or to remain for one hour after the termination of a regular work shift, and spends one half hour or less in court, he shall be paid time and one half for one half hour and if the employee spends more than one half 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 this regularly scheduled work shift exceeds one hour, up to and including two hours, the said employee shall be paid at the rate of time and one half for two hours work, should the said employee be required to spend more than two hours in court after the end of his regularly scheduled work shift, the regular payment for court appearances herein before set forth shall apply. If the employee is required to appear in court more than one hour prior to the commencement of his regularly scheduled work shift, then the regular payment for Court appearances herein before set forth shall apply, nothing herein before to the contrary notwithstanding.

- 14.4** All funds for compensation paid to the employee by virtue of his or her status as an employee, other than by the Township, shall be forthwith turned over to the Township. Any monies received by officers for off-duty court time not claimed by the officer as Township overtime shall be retained by the officer.
- 14.5** **Call In Pay** – An employee who is off duty and is called to return to duty shall be paid a minimum of two hours pay or actual time worked, whichever is greater, for call in pay.
- 14.6** **Compensatory Time** – An employee may elect to accumulate compensatory time, in lieu of monetary payment for overtime worked and shall be entitled to one and one half (1 ½) hours off with regular pay for each one (1) hour of overtime accumulated. Court time hours may be redeemed with equivalent time off in lieu of pay under this compensatory provision.
- 14.7** **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 (The four days notice 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) but shall not be denied simply because it creates overtime, see 14.11. 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.
- 14.8** **Compensatory Time Payoff** – In the event of death, retirement or termination, an employee's accumulated compensatory time shall be paid in cash to the officer or his beneficiary.
- 14.9** **Shift Overtime** – Shift overtime shall be offered to on-duty Officers based on seniority with the most senior officer being given the first option to work followed by the second most senior officer etc. on a shift seniority basis to on-duty officers(s). If refused by the senior officer(s), it shall be binding on the most junior officer(s) on that shift.- In the event all on-duty Officers refuse overtime, Supervisors may order Officers to remain past the end of their regularly scheduled shift based on reverse seniority with the officer with the most recent date of hire being first ordered followed by the officer with the second most recent date of hire etc., until supervision has enough personnel.



**14.10** Field training officers assigned to train newly hired officers shall receive additional compensation of 1 hour paid at overtime rates for each day assigned.

**14.11** The Department shall permit two (2) Patrol Officers to be off, per shift, on vacation, compensatory time, short-term disability/sick leave thirty (30) days or less, or personal leave in accordance with the terms of the collective bargaining agreement.

Patrol Officers off on workers' compensation, medical/long-term disability, or short-term disability/sick leave longer than thirty (30) days will not count against the two (2) Patrol Officers permitted to be off, per shift, on vacation, compensatory time, short-term disability/sick leave thirty (30) days or less, or personal leave.

The Parties also acknowledge that the two (2) off rule is not absolute and, in the event there is an emergency, the department may deny a time off request.

Compensatory Time: Employees working overtime have a choice of taking cash or compensatory time.

Employees shall bank no more than one hundred and four (104) hours of compensatory time during any calendar year. Total use of compensatory time in any calendar year shall not exceed one hundred and four (104) hours.

On the final pay period in December, an employee shall be paid out for their remaining compensatory time. An employee may elect to retain sixteen (16) hours of compensatory time at the time of the payout. In the event a member carries over hours, as provided herein, they shall not be able to earn more than eighty-eight (88) hours the following calendar year.

## **ARTICLE XV**

### **CLOTHING ALLOWANCE**

**15.1** All newly hired Officers shall be furnished the initial compliment of uniforms and equipment, including footwear, designated for their rank. Uniforms and equipment shall mean police-related items offered by the clothing vendor and approved by the Department. Approved clothing and equipment will be replaced by the department as necessary, excluding footwear.

**15.2** The parties agree that the Employer will issue a new bullet proof vest to all officers every five (5) years. The intent being that no officer will be permitted to work with a bullet proof vest that is over five (5) years old.

## **ARTICLE XVI**

### **VACATION**

**16.1** All employees shall be entitled to vacation with pay in accordance with the following schedule:

0 - 5	Years	One (1) day per month
5 - 10	Years	One and one-half (1 ½) days per month
10 – 15	Years	Two (2) days per month
Over 15	Years	Two and one-third (2 1/3) days per month

**16.2** All employees may postpone their vacations from one year to another, and accumulate and carry over at the end of the fiscal year up to four hundred and eighty (480) hours and said employee shall not forfeit said vacation in the event that it is not completed during said calendar year, but the same may be carried over to the next calendar year and become cumulative, provided however, said accumulation shall not exceed more than three (3) years.

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

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

**16.5** All employees shall receive two vacation periods with pay after one year of continuous service with the department.

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 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 and the first Saturday in July 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.

- 16.6** The maximum amount of vacation time that an employee may accumulate in their vacation bank may not exceed sixty (60) days.
- 16.7** Upon application for retirement, the amount of accrued vacation time (up to the maximum of 60 days) that an employee will have as of the anticipated date of retirement shall be determined. Fifty (50%) of that time may be used prior to the employee's retirement date with the balance (up to a maximum of 50%) being paid in a lump sum to the employee subsequent to his or her retirement. Under no circumstances shall the post-retirement vacation pay-off be considered a part of Average Final Compensation for retirement benefit calculations.
- 16.8** Employees shall be permitted to carry-over vacation time and accumulate 60 days for use in another vacation period, or to remain banked for pay out at retirement in accordance with other provisions of this agreement.
- 16.9** Vacation time that is carried over or banked, may be used in another vacation period in accordance with scheduling standards and based on the needs of the department, after all primary vacations have been selected. These secondary vacation requests shall be considered on a first come first served basis.

## **ARTICLE XVII**

### **INSURANCE**

#### **17.1 – Health –**

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

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

				\$150 after deductible **	
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\* 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

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

\* 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 HR connection site ([www.hrconnection.com](http://www.hrconnection.com)).

## 17.2 **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 the [www.hrconnection.com](http://www.hrconnection.com) website. If an employee fails to timely make a selection, the plan provided will default to “BCN” until the next open enrollment period.

## 17.3 **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.

**17.4** 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.

**17.5 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. The parties will agree to a letter of understanding on this issue.
- B. For those employees hired prior to January 1, 2019, who are eligible for retiree health care, the following will apply:

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.

- C. 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.
- D. 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.

**17.6 Life Insurance** – The Township shall provide life insurance to each individual employee of the Waterford Township Police Department in the amount of one and one-half (1½) times his/her annual salary (rounded to the next thousand) with accidental death and dismemberment protection for both occupational and non-occupational coverage up to a maximum of fifty-five thousand (\$55,000.00) dollars. It is the intention of the parties hereto to have the individual covered twenty-four (24) hours a day.

**17.7 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 [www.hrconnection.com](http://www.hrconnection.com) website.

**17.8** 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 are described in [www.hrconnection.com](http://www.hrconnection.com) website.

**17.9 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.

#### **17.10 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 providing retiree dental coverage for employees hired after January 1, 2019.

- 17.11** 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.
- 17.12** 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.
- 17.13** 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.
- 17.14** Eligible Retirees 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.
- 17.15** The service requirement shall not apply to duty disability retirements, or retirements at, or above the age of sixty (60), except deferred retirement or voluntary separation.

- 17.16** 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.

## **ARTICLE XVIII**

### **SICK LEAVE, SHORT-TERM & LONG-TERM DISABILITY**

- 18.1** Current and new employees shall earn 3 hours of sick leave per pay period.
- a. Part-time members of the bargaining unit will receive FMLA benefits consistent with state law and Township policy following state law.
  - b. Part-Time Correctional Officers. The Township is willing to provide each part-time Correctional Officer 40 hours of PTO time annually. Time off will be subject to approval by the Department. The Township will provide 40 hours for this calendar year for those two individuals and then another 40 hours effective January 2023 and each January thereafter.
- 18.2** 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.
- 18.3** 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.
- 18.4** 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 into 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) of sick leave without medical documentation in a six-month period may be required to provide medical documentation 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 in b, c, or d above occur, 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.
- 18.5** Employees may use sick days as a Personal Leave Day subject to the same advance notice and approval process.
- 18.6** Any sick leave above 120 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.
- 18.7** Should the Employee exhaust their paid sick time bank prior to September 30<sup>th</sup> and are on an extended leave of absence, they shall be allowed to use vacation, personal leave or compensatory time off to cover that illness or injury. Employees on Family Medical Leave must use any available paid time off above 40 hours to cover their medical leave.
- 18.8** Employees shall be provided a Short-Term Disability (STD) benefit that shall go into effect the first-day of 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.
- 18.9** 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.
- 18.10** 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.

## **ARTICLE XIX**

### **LIMITATIONS AND EXCLUSION**

**19.1 Limitations and Exclusions:**

- A. No payment under this Article shall be paid for any sickness or injury for which the Employee is entitled to benefits under any Workers Compensation or Occupational Disease law.
  - B. Payments under this Article shall be reduced by an amount received by the Employee from any other Township-provided sick and accident insurance policy, disability retirement program, regular retirement program or any Social Security payments.
  - C. No payments under this Article shall be provided while an employee is laid off, discharged, retired or receiving a pension from the Township.
  - D. No payments under this Article shall be provided for any loss caused by war or any act of war, whether declared or undeclared, or while the Employee is in the service of the National Guard, or any military or naval services of the United States.
- 19.2 An employee receiving payments under this Article shall continue to receive Township-provided family health insurance, dental, optical, and life insurance.
- 19.3 An employee receiving payments under this Article shall continue to accrue seniority.

## **ARTICLE XX**

### **FAMILY MEDICAL LEAVE**

- 20.1 All Family Medical Leave time must be taken as paid leave if available. Sick time shall be used if the Employee has a serious health condition. Other paid time-off including vacation, compensatory time, and personal leave, shall be taken to care for a family member, or because of the birth of a child, or the placement of a child with the Employee for adoption or foster care. All leaves shall count towards FMLA entitlement. Family Medical Leave shall be based on a rolling one-year period. Subject to the foregoing, the Township may take any action in compliance with the FMLA.

## **ARTICLE XXI**

### **BEREAVEMENT LEAVE**

- 21.1 Employees may be allowed up to five (5) working days as bereavement leave days, not to be deducted from sick leave, for a death in the immediate family, subject to approval by the Department or Division Head. Immediate family is defined as follows: Mother, Father, Sister, Sister-in-law, (married to brother), Brother, Brother-in-law (married to sister), Wife or Husband, Son or Daughter, Mother-in-law, Father-in-law, Grandparents of employee or spouse, or a member of the Employee's household.
- 21.2 An employee may be allowed one (1) working day as a bereavement leave day under the same terms and conditions for the death of an Aunt, Uncle, Niece or Nephew. Any other

relationships including step-relatives shall be at the discretion of the Chief and reasonable evidence of attendance at the funeral may be required.

## **ARTICLE XXII**

### **TUITION REIMBURSEMENT**

**22.1** 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 or her designee.
- B.** An employee must be enrolled in an educational program leading to an appropriate degree related to improved performance or to improve professional competence in police administration work.
- C.** An employee must satisfactorily complete the course with a “C” average or better (or the equivalent of a “C” average if a numerical grading system is used).
- D.** Reimbursement will be made upon submission of evidence of satisfactory completion of each course to the Township.
- E.** Attendance at classes shall not at any time interfere with the normal work shift of an employee.
- F.** Employees receiving financial or other assistance for educational purposes from another source will have the Township reimbursement reduced by the value or amount of such assistance. Exception would be loans or grants that require repayment or personal gifts given for this purpose.
- G.** The annual cap on tuition reimbursement will be \$2,000 per member.

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

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

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

Quits within one (1) year of completion	100%
Quits within two (2) years of completion	75%

Quits within three (3) years of completion	50%
Quits within four (4) years of completion	25%
Quits within five (5) years of completion	0%

### **ARTICLE XXIII DRESS CODE**

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

### **ARTICLE XXIV JOB INCURRED INJURIES**

- 24.1** An employee who suffers injury or illness during and in the course of employment shall be entitled to Worker Compensation benefits in accordance with the laws of the State of Michigan. In the event of a dispute over whether or not the injury is compensable under the law, the Township shall make the initial determination subject to the Employee's right to petition for benefits. During the pendency of such petition, the Employee shall receive sick leave payment in accordance with Article 20 until such time as the dispute is resolved.
- 24.2** For a maximum period of eighteen (18) months from the date of compensable injury or illness, the Township shall supplement the Worker Compensation payments so that the employee will receive 100 percent of the Employee's normal net take home pay. The supplementary payment shall be determined by calculation of the non-taxable status or Worker Compensation payments, and the Employee's normal federal and state tax withholding and FICA payments, and shall not include any other deductions.
- 24.3** If an employee has been receiving sick pay benefits prior to the determination of Worker Compensation eligibility, upon determination of and payment of retroactive Worker Compensation benefits, the Employee shall reimburse the Township for the difference, if any, between the pay received and the pay the Employee would have received under the provision of Section 24.2.
- 24.4** If the disability continues beyond eighteen (18) months, and the Employee is not on disability retirement, the injured or ill employee may use accumulated vacation pay to continue the supplement the Employee would have received under the provisions of Section 24.2.
- 24.5** During such period of job-related disability and while receiving full pay as set forth in Section 24.2, the Employee shall continue to receive all other benefits the Employee would otherwise be entitled to, had the Employee been working.

**ARTICLE XXV**  
**RESERVE OFFICER LIST AND SPECIAL PATCHES**

- 25.1** The Township agrees to post at least annually a list containing the names of all reserve officers of the Department, that being given such identification that would identify them as reserve officers, and that the lists shall be posted in a conspicuous place so that all members of the Department will be advised as to the identity of all reserve officers of the Department.
- 25.2** The Township will provide special patches for reserves that will clearly distinguish them from uniformed regular full-time police officers.

**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** 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.
- 26.4** 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**  
**PERSONAL BUSINESS DAYS**

- 27.1** Members will be allowed two (2) personal days a year. Personal days shall be based on the employees work schedule. Those working a 10-hour shift shall be allowed 20 hours of personal leave. Those working an 8-hour shift shall be allowed 16 hours of personal leave. Personal time shall be credited on January 1<sup>st</sup> based on the employees work schedule on that date.

## **ARTICLE XXVIII**

### **SAVINGS CLAUSE**

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

## **ARTICLE XXIX**

### **PENSIONS**

- 29.1** A pension plan for all police officers hired prior to November 1, 2014 in the unit will be provided under the terms of Act 345 of Public Acts of 1937 as amended by the parties in the provisions below.
- A. The Supplemental Agreement of March 23, 2011, raising the pension contribution from 5% to 7% has been rescinded, with the 5% reinstituted.
- 29.2** **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:
- A. **Definition**: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- B. **Application**: A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his or her retirement.
- C. **Waiver of Notice**: The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
- D. **Computation of Annuity**: The parties agree that the Bloomberg Barclay's Government/Credit Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. This option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

- 29.3** For purposes of computing retirement benefits, Final Average Compensation shall be determined based on the annual average of either of the following options at the election of the employee:
- A.** The last three (consecutive) years of employment from date of retirement, or
  - B.** Any three (3) of the last ten (10) calendar years of employment prior to retirement.
- 29.4** Effective January 1, 2001, for all eligible employees in the bargaining unit, in the Defined Benefit Plan (See 29.13), 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 times Final Average Compensation (FAC). This increased benefit to be fully paid by the Employer with no increase in the Employee's contribution. The pension benefit shall not be re-computed when the Employee receives Social Security payments, and the multiplier shall remain at 2.50 percent of FAC.
- 29.5** Once the employee becomes eligible for social security payments, there shall be no roll-back of the pension.
- 29.6** **Service Credit** – When computing a member's service credit, the member shall be given service credit for not more than five (5) years combined active military service to the United States Government and/or prior full-time 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.
- 29.7** **Service Retirement/Voluntary Retirement "25 and Out"** – A member who has twenty-five (25) or more years of service, may leave the service and receive the full retirement benefits payable throughout their life as provided from their straight life (regular) pension amount.
- 29.8** **Survivor Benefits.** Eligibility for non-duty death survivor benefits shall be vested at ten (10) years of service.
- 29.9** **Duty disability pension** – A duty disability pension shall be as provided in Section 6(2)(b) of Act 345 of Public Acts of 1937, except the disability benefits to age 55 shall be based on 62.5%.

- 29.10 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.
- 29.11 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.
- 29.12 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.
- 29.13** 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.
- Effective January 1, 2024, 13% Employer Contribution to the Defined Contribution Plan and 4% by the Employee to the Defined Contribution Plan.
- Effective January 1, 2025, 14% Employer Contribution to the Defined Contribution Plan and 5% by the Employee to the Defined Contribution Plan.
- Members shall be fully vested in the Defined Contribution Plan.
- 29.14** 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 whether to draw on the balance in the DC account to supplement the employee's net disability pay.

**29.15** Moratorium on Pension Changes:

A Defined Benefit Pension Moratorium Letter of Agreement executed in 2014 is attached.

**29.16** The parties have agreed to a Letter of Understanding which will allow the four members of the bargaining unit who were laid off to purchase their time for that lay-off period for pension purposes and retiree healthcare eligibility. The purchase percentage is 10%.

## **ARTICLE XXX**

### **WAGES**

**30.1** Wages shall be paid in accordance with the attached Schedule "A."

**30.2** See LOU.

**30.2** Patrol officers assigned to the Detective Bureau as patrol investigators and School Liaison officers shall receive premium pay of 5% above the top base pay for patrol officers and shall be subject to the following provisions:

- a. The Department shall post for the positions of investigator and school liaison officer and fill the positions in accordance with the provisions of Article XI. The posting shall include the typical job duties and assignments associated with the positions.
- b. Minimum qualifications for these positions shall be 5 years of service as a sworn Police Officer with the Waterford Police Department. If an insufficient number of qualified candidates should apply, the posting shall then be opened to all non-probationary Officers. Qualified candidates means those with the required number of years of service to apply.
- c. Officers selected to these positions shall serve a minimum of 3 years in the assignment unless promoted or removed by the Chief of Police. If removed by the Chief of Police, the officer shall be provided a written statement documenting the reason(s) for removal.

- d. Officers may renew their assignment for an additional 3 years subject to the officer's written request to remain in the assignment and, in the case of the Detective Bureau, the Detective Bureau Commander's written recommendation to the Chief of Police. In no case shall an officer be allowed to remain in the Detective Bureau for more than 6 years.
  - e. Unless otherwise agreed to by management and the Union, officers leaving the Detective Bureau shall return to the uniform patrol division for a minimum of one year before applying for another Detective Bureau assignment.
  - f. Officers assigned to the Detective Bureau shall receive a \$750 annual clothing allowance which shall be provided at the time of assignment and annually on the anniversary of the assignment. The officer shall provide receipts documenting the clothing purchase. This increase will be effective January 1, 2020.
  - g. Patrol Investigators shall be assigned a duty week in accordance with the duty week rotation for detective bureau officers. Officers assigned a duty week shall receive \$150 for the week.
  - h. Patrol Investigators and School Liaison Officers shall not be allowed to sign up for Overtime Patrol-related details.
- 30.3 Employees who regularly work on the afternoon or midnight shift shall receive, in addition to their regular pay: eighty cents (\$.80) per hour afternoon shift and one dollar and fifteen cents (\$1.15) per hour for the midnight shift as additional compensation for assignment to said shifts. An employee shall be considered on a regular shift after working the shift seven (7) consecutive calendar days. Shift premiums shall be included in overtime calculations.

## **ARTICLE XXXI**

### **MANAGEMENT'S RIGHTS**

- 31.1** The Township Board on its own behalf and on behalf of its electors hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States. Further, all rights which ordinarily vest in and are exercised in are reserved to and remain vested in the Township Board including but without limiting the generality of the foregoing, the right:
- A. To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered to the public;
  - B. To determine the number, location and type of facilities and installations;
  - C. To determine the size of the work force;

- D. To hire new employees. To lay off employees.
  - E. To direct the work force and assign the type and location of work assignments and determine the number of hours to be worked.
  - F. To establish fair and reasonable work standards, methods, processes and procedures by which such work is to be performed;
  - G. To discipline, suspend and discharge employees for just cause;
  - H. To carry out cost and general improvement programs;
  - I. To transfer, promote and demote employees;
  - J. To establish training requirements for purposes of maintaining or improving professional skills of employees.
- 31.2 It is agreed that these enumeration's of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and except as specifically abridged, deleted, modified or granted by this Agreement all of the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation, within the rights of the Township.
- 31.3 It is understood that the rights, powers, authorities, duties and responsibilities provided in this Article are limited by the express provisions of this Agreement.

## **ARTICLE XXXII**

### **NEW HIRE AND PROMOTIONS**

- 32.1 **New Hire Process** – The Township may, in the exercise of its discretion, establish an entry level position eligibility list of less than two years duration notwithstanding the provisions of Section 11.(2) of Act No. 78 MCLA 38-511. Upon expiration of such lists, the Township may obtain a new eligibility list or extend the list's expiration date, provided the new expiration date is no later than two years after the list's establishment.
- 32.2 **Promotional testing** – In order to avoid the appearance or actual conflict of interest, the Township shall not use any testing agency for promotional examinations that employs any Township employee.

## **ARTICLE XXXIII**

### **ALCOHOL AND DRUG POLICY**

- 33.1 The parties agree to the Alcohol and Drug Policy as contained in Appendix B.

**ARTICLE XXXIV**  
**PART TIME OFFICERS**

- 34.1** The Township shall be authorized to hire part-time officers under the following conditions:
- a. Prior to hiring any part time officers, any laid off full time patrol officers shall be offered part time positions in reverse order of being laid off.
  - b. Upon offering all laid off Waterford Patrol Officers a part time officer position and no laid off officers, or an insufficient number, accept such position(s), the Township may hire part time officers from outside the layoff list provided that these officers shall be MCOLES certified and hired in accordance with the provisions of Act 78.
  - c. In the event of future Police Department lay-offs, Detention Officers shall be laid off first, then part time officers followed by full time officers. All layoffs shall be in accordance with seniority, meaning that the last hired shall be first laid off.
  - d. Part time officers will be required to adhere to the same requirements as full time officers and in compliance with the current job descriptions provided however, part time officers shall be limited to patrol duties excluding all other special assignments.
  - e. Part time officers, except for laid off Waterford officers who will not serve a probationary period, will be on probation until they have completed eighteen months of continuous service after successful completion of the field training and evaluation program. Until completion of their probationary period, part time officers will be "At Will Employees". Upon successful completion of their probationary period, part time officers shall only be disciplined or discharged for cause and shall have full contractual rights to the grievance procedure.
  - f. The maximum number of part time officers shall be five.
  - g. Under normal circumstances, part time officers shall only be scheduled for an average of 56 hours per pay period and no more than 1,456 hours per year.
  - h. Part time officers shall not be used to supplement Special Details/Overtime opportunities for the full time Road Patrol Officers.
  - i. The hourly rate of pay for laid-off Waterford officers hired as a part time officer shall be the hourly rate the officer would have been entitled to as full-time officers.
  - j. The hourly rate of pay for non-laid-off Waterford officers hired as a part time officer shall be:

1. First year 90% of officer wage
  2. Second year 95% of officer wage
  3. Third year 100% of officer wage
- k. A part time officer shall not be entitled to any fringe benefits unless otherwise provided for in this Collective Bargaining Agreement.

**ARTICLE XXXV**  
**PROPERTY ROOM MANAGER**

**35.1** Property Room Manager

1. No change in previous benefits. Pay increases per contract. This position was added through a unit clarification.
2. Any individual holding the position of CSI will not have recall rights to the position of property room manager a/k/a/ property manager.
3. The parties agree that neither detention officer nor patrol officers will bump into the position of property room manager a/k/a property manager.
4. A list of present benefits and exclusions from the contract will be prepared by Township as a LOU.

**Should the Employer determine that it is necessary to layoff bargaining unit personnel, the property room manager shall be laid off before any full-time police officer is laid off.**

**ARTICLE XXXVI**  
**PART-TIME PRISONER DETENTION OFFICERS**

**36.1** The Township may hire part-time detention officers in accordance with the following:

- A. Detention officers shall be at-will employees.
- B. Detention officers shall not be eligible for or assigned any Police Officer, Crime Scene Investigator or Dispatcher duties outside of those described in the Job Description.
- C. Detention officers shall not work more than 1,000 hours in any 12-month period.
- D. Detention officers shall not work outside the Waterford Police Station.

- E. The part-time detention officer job description shall not be changed without the consent of the Union.
- F. Rights of Waterford Police Officers on lay-off for other than disciplinary reasons shall be as follows:
  - 1. Laid off Waterford Patrol Officers shall be offered the opportunity of employment as part-time prisoner detention officers prior to the recall or hiring of any laid-off part time detention officers.
  - 2. Upon offering all laid off Waterford Patrol Officers a detention officer position, if no laid off officers, or an insufficient number, accept such position(s), the Township may recall laid-off part-time detention officers in reverse order of lay-off.
  - 3. In the event there are insufficient number(s) of laid-off part time detention officers available for recall to sufficiently staff the necessary positions, the Township may hire additional part time detention officers, subject to the terms and conditions of the November 20, 2007 Memorandum of Understanding,
  - 4. In the event of future layoffs of Waterford Patrol Officers, such Patrol Officers shall, at their election, have the right to bump part-time detention officers.
- G. All laid off Waterford Township patrol officers working in the detention facility shall be given the opportunity to work any available hours, based on seniority, before any part-time detention officers.
- H. Detention Officer's duties shall be limited to the oversight of prisoners within the detention facility. The Detention Facility is defined as being the cell area, booking and control room located within the Police Department.
- I. Moved to 18.1 "b".

**ARTICLE XXXVII**  
**MILEAGE ALLOWANCE**

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

**ARTICLE XXXVIII**  
**DURATION**

- 38.1** This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 2025 or until a successor Agreement is reached.
- 38.2** Notice of modification shall be in writing not later than November 1, 2025 and shall be sufficient if sent by certified mail to the Union, and if to the employer, addressed to the Township Supervisor.
- 38.3** **Termination** – Notice of termination shall be in writing sent by certified mail to the Union and if to the employer, addressed to the Township Supervisor.
- 38.4** Either party wishing to terminate the Agreement must first serve a sixty (60) day prior notice of the intended termination date. Neither party can terminate the contract prior to the expiration date.

**FOR THE EMPLOYER:**

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**Gary Wall**  
**Township Supervisor**

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**Kim Markee**  
**Township Clerk**

**FOR THE UNION:**

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**Chad Trussler**  
**Mich. Association of Police (MAP)**

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**Kellie Forton, President, WPOA**

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**John Macklin, Vice President, WPOA**

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**Greg Allen, Former President, WPOA**

## SCHEDULE A MAP WAGES

### Waterford Township

Patrol Officers --- 2023 Rates  
(2.25% Increases)

	BASE	HRLY RATE
START	46152.38	22.19
6 MONTH	49201.62	23.66
1 YR	55566.69	26.72
2 YR	61884.94	29.76
3 YR	68198.37	32.79
4 YR	74516.61	35.83
PROPERTY ROOM MGR	50450.07	24.26
PT Patrol	STARTING	22.19
	2080 HOURS	23.66
	4160 HOURS	29.76
	6240 HOURS	32.79
	8300 HOURS	35.83
PT Detention		21.65



**Waterford Township****PATROL OFFICERS ---- 2024 RATES****(2.5% Increases)**

	BASE	HRLY RATE
START	47306.19	22.75
6 MONTH	50431.76	24.25
1 YR	56955.86	27.39
2 YR	63432.07	30.50
3 YR	69903.33	33.61
4 YR	76379.53	36.73
PROPERTY ROOM MGR	51711.33	24.87
PT Patrol		
	Starting	22.75
	2080 Hours	27.39
	4160 Hours	30.50
	6240 Hours	33.61
	8300 Hours	36.73
PT Detention		22.20

**Waterford Township****PATROL OFFICERS --- 2025 RATES****(3% Increases)**

	BASE	HRLY RATE
START	48725.38	23.43
6 MONTH	51944.63	24.98
1 YR	58664.54	28.21
2 YR	65335.04	31.42
3 YR	72000.43	34.62
4 YR	78670.92	37.83
PROPERTY ROOM MGR	53262.67	25.61
PT Patrol	Starting	23.43
	2080 Hours	28.21
	4160 Hours	31.42
	6240 Hours	34.62
	8300 Hours	37.83
PT Detention		22.87

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING REGARDING ALCOHOL AND DRUG POLICY

#### I. PURPOSE

- A. To establish and maintain a safe health working environment for all employees.
- B. To ensure the reputation of the Waterford Township Police Department and its police officers as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Police Department's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

#### II. BENEFITS: INCONVENIENCE: COOPERATION:

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Police Department regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those who because of alcohol or drugs are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Police Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

#### III. DEFINITIONS:

- A. Alcohol or Alcoholic Beverage - means any beverage that has an alcoholic content, excluding, "other medicines" taken in compliance with Section V.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.

Anabolic steroids shall be added to the list of drugs for which the employee shall be tested when required to take a drug test.

- C. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer - means the officer, acting officer or individual who is the member's immediate superior in the chain of command.
- F. Shift Commander - means the shift officer who is on duty at #1 Station.
- G. Impairment - to injure by weakening, diminishing or decreasing strength and value, physical or mental.

- H. Use - to avail oneself of, put to one's own purpose. To consume or expend by using.
- I. Employee Assistance Program - means Employee Assistance Program provided by the Department of Human & Fiscal Resources, Waterford Township.

IV. EMPLOYEE ASSISTANCE PROGRAM OF THE DEPARTMENT OF FISCAL & HUMAN RESOURCES.

A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation or referral by a supervisor. No employee will be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program. A request for entrance into the EAP by the employee must precede the procedures set forth in paragraph VI.

B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.

C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Police Department will grant rehabilitation leave at full pay up to accumulated sick leave. Employees who have exhausted their accumulated sick leave will be allowed to use vacation time, personal leave days, etc.

The cost of rehabilitation will be borne by the employer. The rehabilitation program used will be agreed to by the Township and Union.

D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year; must maintain at least weekly contact with the Police Chief's office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.

E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

V. PRESCRIPTION DRUGS:

A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.

B. No prescription drug shall be brought upon Police Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical

practitioner, and shall be used only in the manner, combination and quantity prescribed.

- C. No employee who complies with (A) and (B) above, with respect to a particular prescription drug or other medicine, can be disciplined or required to attend employee assistance on account of that particular prescription drug or other medicine.

## VI. PROCEDURES FOR TESTING

### A. Demand for Testing

The Township may require departmental personnel to submit to a test for illegal drugs, prescription drugs or alcohol under the following circumstances:

1. The employee is, based on “reasonable basis”, requested/ordered to submit to testing by a command officer.

### B. Standards for Determining Reasonable Basis

1. The test must be requested by a command officer. A “command officer” shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
2. “Reasonable Basis” is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.
3. Where the “reasonable basis” is based on personal observation by a command officer, the objective facts must be articulable and may include the person’s appearance and behavior.

### C. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the police officer shall be relieved from duty. If the police officer is at the scene of an emergency, he/she may be directed to return, or be taken when impairment is suspected, to a station to complete this testing procedure. Once the police officer is relieved from duty, a command officer shall prepare a signed, dated, timed and contemporaneous report reducing the objective facts and reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that same time, be given the opportunity to explain his/her behavior, action or appearance. Upon request, the employee shall have the right to Union representation. Failure of the command officer to prepare the report in accordance with the procedure outlined in this section shall render any subsequent test and discipline based upon that test void.

### D. Review of Report

If, following the employee’s explanation, the command officer determines that a test is still required, he/she shall submit a copy of his/her report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing and shall hear the employee’s explanation for his/her behavior (if

any) and the shift commander shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the shift commander, and any discipline based upon that test, shall be void.

E. Demand for Testing

If the shift commander has determined that a test shall be ordered, the order will be given by a command officer. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire or he/she otherwise be in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.

F. Identification of Employee

The employee's identity shall be checked and verified, by the requesting supervisor/command officer at the time of the testing request/order.

G. Drug Testing Procedure

The procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test, will all be in conformance with Federal Regulations (Federal Register, Volume 53, No. 69, pp. 11979-11989).

H. Alcohol Testing Procedure

Testing for alcohol will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

VII. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. An employee who tests positive for illegal, controlled or prescription substances, or alcohol, shall be required to participate in the Employee Assistance Program. Employees who successfully complete the program to the satisfaction of the program's director or supervising physician shall not be disciplined for their drug use.
- B. Employees who fail to complete the Employee Assistance Program as specified in (A) above, may be disciplined for their employment related drug use.
- C. Employees whose drug use, or alcohol or prescription drug abuse, is discovered by the Township in some manner other than by the drug test outlined in this policy/article shall be treated as if he/she had tested positive under this policy/article.
- D. Notwithstanding any other provision of this policy/article, where an employee engages in conduct which, given proof of his/her on-duty, intoxicated state, creates an unreasonable risk of harm to any person; that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. It is agreed that discipline under this section shall include discharge of

the employee only in the most severe case.

- E. Notwithstanding any other provision of this agreement, where an intoxicated employee violates the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. "Appropriate discipline" is defined as discipline of precisely the same severity that the employee would have received for his/her conduct while not intoxicated.
- F. The Township shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the program. A positive test result under this provision shall have the same effect, as a positive test result under Section VI, or Section VIIc.
- G. An employee shall have the right to avail him/herself of the Employee Assistance Program no more than twice in any five-year period, or three times during the employee's career in the Police Department. An employee who tests positive after his/her right to utilize the Employee Assistance Program has expired under this subsection may be disciplined under the "just cause" provision of the Collective Bargaining Agreement. The Township in its sole discretion, may permit an employee to avail him/herself of the Employee Assistance Program more frequently than provided in this subsection.

#### VIII. GRIEVANCE PROCEDURE:

All actions and decisions made pursuant to this Alcohol and Drug Policy shall further be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure.

#### IX. EFFECTIVE DATE - NOTICE TO EMPLOYEES - OTHER LAWS:

- A. The policies set forth in this policy guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before being hired.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

#### X. UNION HELD HARMLESS:

This drug testing program is solely initiated at the behest of the Township. The Township shall be solely liable for any legal obligations, costs, and attorneys' fees arising out of the provisions and/or application of this Agreement relating to drug testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program and the Township agrees to indemnify the Union and its members from and against all claims or suits arising out of the creation, implementation, or administration of this drug testing program. Said indemnification shall take the form of defense and payment of any judgments, settlements, costs, or attorneys' fees.

## Appendix C

### Letter of Understanding

#### Alternative Work Shifts

- 13.1 The Police Department shall temporally continue the current 8-hour shift for all shifts and bureaus until either the Employer or the Union gives notice of a request to change the shift hours to reinstate the 4-40 shift based on increased personnel. A request to reinstate the 4-40 shift shall be given prior to the beginning of the month of October of any year. If notice is given, a three-person committee shall meet to discuss any reasonable alternatives.

The three-person committee shall consist of a Union designee, a Township Supervisor's designee, and one designee from the Chief's office. The committee, by majority vote, shall decide if any of the alternatives to the 8-hour shift is in the best interest of the Township. A final determination on shifts, by the committee, shall be made no later than November 15, prior to the January shift selection. The decision of the committee shall be subject to interest arbitration. The demand for interest arbitration shall be made no later than December 1.

If appealed to interest arbitration, the change from the 8-hour shift to the new shift shall be held in abeyance pending the arbitrator's award, but no later than the start of the April shift change selection process. If the arbitrator's award is made after the start of the April shift selection process, the award shall be implemented at the beginning of the next shift selection process.



**WATERFORD TOWNSHIP  
AND  
MICHIGAN ASSOCIATION OF POLICE**

**SUPPLEMENTAL LETTER OF UNDERSTANDING**

The parties further agree to the following: In the transition year of 2022 in implementing the 12/27/2021 agreement, members will be allowed if they choose to utilize a minimum of an additional 56 hours of comp time off after ratification. For those members who have already utilized 48 hours or more of comp time off, the 56 hours will be allowed for the rest of the calendar year. For those members who have used less than 48 hours of comp time off, they can use up to the difference between 104 hours and the time they have already utilized in 2022.