

Charter Township of Waterford

Police and Fire Civil Service Management Personnel Policy

September 26, 2016



TABLE OF CONTENTS

<u>Topic</u>	<u>Article</u>	<u>Page</u>
Purpose	I	3
Coverage	II	3
Pay Practices/Salary	III	3
Deferred Compensation Plan	IV	3
Work Schedule	VI	3
Holiday Schedule	VII	3
Annual Vacation	VIII	4
Insurance	IX	5
Hospitalization/Medical		5
Vision Insurance		6
Dental Insurance		7
Workers' Compensation		7
Life Insurance		7
Retiree Health/Medical		7
Benefits on Short Term/Long Term		9
Liability Insurance		10
Employee Assistance		10
Flexible Spending Accounts		10
Sick Leave/Disability	X	10
Leave of Absence	XI	12
Personal Leave	XII	12
Funeral Leave	XIII	12
Jury Duty Pay	XIV	13
Clothing Allowance	XV	13
Retirement Plan	XVI	13
Unemployment Compensation	XVII	13
Complaint Procedure	XVIII	13
Educational Benefits	XVIII	14
General	XIX	14
Appendix "A" Twp. of Waterford Ordinance 88		16
Appendix "B" Procedure for Review of Policy		20
Appendix "C" P&F Wage Structure		21
Appendix "D" Vision		22
Appendix "E" Dental		23
Summary of Management Policies		25
Management & Administration Personnel Policy Amendment		26
See Twp. Ordinance 11, Sec. 2-221 and Sec. 2-222 - Amendment to Police & Fire Retirement System		

Article I - Purpose

To set forth for all police and fire civil service management employees of the Charter Township of Waterford, policies regarding salaries, benefits and other conditions of employment except to the extent their personnel employment agreement is different. To the extent they are different, the individual written agreement approved by the Board controls.

Article II - Coverage

Coverage of this policy extends to the ranks of Chief and Deputy Chief in the Police and Fire Departments.

Article III - Pay Practices/Salary

Determination of salary shall be on the basis of duties and responsibilities of each classification. The wage and job classification structure is attached as Appendix C.

Article IV - Deferred Compensation Plan

- A. Employees covered by this policy shall have the opportunity to voluntarily participate in a 457 deferred compensation plan.

- B. The plan shall be a payroll deduction system and the Township shall not incur any liability or contributory expense for such a plan.

Article V - Work Schedule

The normal work schedule for all employees covered by this policy is forty (40) hours per calendar week. Employees are expected to work those hours required to properly perform their job duties to insure maximum efficiency of their respective departments and as may be directed by their supervisor. Paid time off shall be counted as hours worked.

Article VI - Holiday Schedule

A. The following are recognized Township holidays for which employees will receive pay at current base rate in lieu of working:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Veteran's Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Good Friday | 11. Friday after Thanksgiving |
| 5. Memorial Day | 12. December 24th |
| 6. Fourth of July | 13. Christmas Day |
| 7. Labor Day | 14. December 31st |

B. When designated holidays fall on a Saturday, Friday shall be considered the holiday. For those falling on Sunday, Monday shall be considered the holiday.

Article VII - Annual Vacation

A. All employees shall earn credit toward annual vacation with pay in accordance with the following schedule:

Date of hire thru Five (5) Years	Twelve (12 days per year, earned at 1 day per month)
Six (6) Years thru Ten (10) Years	Eighteen (18 days per year, earned at 1 1/2 days per month)
Eleven (11) Years thru Fifteen (15) Years	Twenty-four (24 days per year earned at 2 days per month)
Sixteen (16) Years and Over	Twenty-eight (28 days per year, earned at 2 1/3 days per month)

B. Vacation will be scheduled based on the individual wishes of the employee, with full consideration for the efficient operation of the department and the Township.

C. Holidays observed by the Township during a scheduled vacation shall not be counted in charging vacation days.

D. Illness during a scheduled vacation requiring the care of a duly licensed physician may be rescheduled. In the event such an incapacity continues through the end of the year, the employee will be given payment in lieu of vacation for those days exceeding fifty (50) days accumulation.

E. Employees may postpone up to a maximum of fifty (50) days vacation. Vacation days exceeding fifty (50) days shall be deemed waived, not subject to carryover, and forfeited. The Township Supervisor has authority to grant extensions under emergency or extenuating circumstances.

F. In the event the termination of employment, separation, retirement or death, the employee or beneficiary will receive pay for any unused vacation credit.

Article IX - Insurance

A. Hospitalization/Medical

Full-time Employees may choose, during the Township's annual open enrollment period, one of the following health care plans. The employee shall sign the appropriate authorization and shall make such payment through payroll deductions. The coverage under all options shall be for the eligible employee, including his/her spouse and dependent children as defined by the carrier:

- a. BCBS PPO In-Network \$500/\$1,000 Deductible, 80%/20% co-insurance, \$1,500/\$3,000 Embedded Coinsurance Max, \$6,600/\$13,200 Annual Out of Pocket Max. ON:\$1,000/\$2,000 deductible 10/\$40/\$80 RX \$30 OV, Specialty, Urgent Care, Chiro \$150.00 ER.
- b. BCN HMO: \$500/\$1,000 Deductible, 80%/20% Coinsurance, \$1,500/\$3,000 Embedded Co-Insurance Max \$6,600/\$13,200 Annual Out of Pocket Max. \$30.00 OV, \$30.00 Specialty after deductible, \$30.00 Urgent Care, \$150.00 Emergency Room after deductible/ \$10/\$40/\$80 RX Mail Order 2x 90 day supply.
- c. Cops Trust Plan IV: \$500/\$1,000 Deductible, Co-Insurance Max \$1,000/\$2,000. \$20.00 OV after deductible, \$20.00 Specialty after deductible, 20% Coinsurance Urgent Care, \$50.00 Emergency Room. OV/Spec/ER are subject to coinsurance in addition to the copays. ON: \$1,000/\$2,000 Deductible. \$5/\$40/\$70 RX Mail Order 2x 90 day supply.
- d. Cops Trust Plan Z: \$150/\$300 Deductible, Co-Insurance Max \$1,000/\$2,000. \$20.00 OV after deductible, \$20.00 Specialty after deductible, 20% Coinsurance Urgent Care, \$25.00 Emergency Room. OV/Spec/ER are subject to coinsurance in addition to the copays. ON: \$300/\$600 Deductible. \$10/\$40 RX Mail Order 2x 90 day supply.

The Township may change insurance carriers where the change provides comparable or better healthcare coverage for employees. Prior notification and discussion with the M&A Group will occur before any final decision is made will occur. The M&A Group may request the Township's Agent of Record, if any, to attend these meetings.

The information regarding 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) or successor website.

B. Premium (or indicated rate) payments.

In accordance with PA 152 of 2011, the Township will pay premium (or indicated rate) annual costs subject to any statutory increase in the “hard cap” with any excess to be paid by the employee through payroll deduction as set forth in the annual announcement by the State of Michigan Department of Treasury Notice.

C. Employees shall make insurance selection during the Township open enrollment period on the www.hrconnection.com or successor website. If an employee fails to timely make a selection, the plan provided will default to “BCN” until the next open enrollment period.

D. Probationary employees shall receive health insurance effective on the first day of the month following thirty (30) days of employment.

E. Employees who have health insurance provided to them through a spouse or by other means may elect to waive coverage in lieu of a payment of \$80.00 per pay. Should the employee lose his/her alternative coverage, they may rejoin the Township plan as permitted by the carrier at any time. The employee shall elect at the annual open enrollment period to receive the hospitalization coverage options or the payment in lieu of coverage.

F. The Township will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties. The Township may reopen the Plans to address Patient Protection and Affordable Care Act issues only.

G. Vision Coverage

Vision coverage shall be provided as outlined in Appendix D.

H. 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.

I. Dental Insurance

Employees shall be provided coverage based on the Township's agreement with Delta Dental. This includes the Point-of-Service plan described in Appendix E with a 100/90/75 co-pay on all levels of service and a \$2,000 annual maximum for all services except orthodontics, which shall have a \$2,000 lifetime maximum. This same coverage shall be continued after retirement for retiree and eligible dependents.

J. Workers' Compensation

Each employee is covered by the Michigan Workers' Compensation Act. In cases where an employee is receiving a weekly benefit under Workers' Compensation, the employee will be paid an amount equal to the difference of such benefit and his/her regular weekly net take-home income based on forty (40) hours per week. Such payment shall not exceed six (6) months duration from and after the first day for which such weekly compensation is paid under the Workers' Compensation Act. Cash settlements in lieu of weekly benefit payments of compensation for compensable injury are not subject to this employer payment.

K. Life Insurance

Each employee will be provided term life insurance with a face value of two (2) times the employee's base annual salary, up to a maximum of \$200,000, while employed by the Township or for a period of three (3) months if laid off. The Township shall provide a \$25,000 term life insurance for all retired employees covered by this policy for those retiring after 12-31-1987.

L. Retiree Health/Medical Coverage & Death of Active Employees

Retiree Health Insurance and Medicare Supplement

Retiree healthcare has been eliminated for all new hires as of January 1, 2016.

For all employees hired before January 1, 2016 the following shall apply.

The retiree will receive the base retiree healthcare benefits in effect at the time of their retirement subject to:

1. The retiree will receive the base PPO retiree healthcare benefits in effect at the time of their retirement which is presently CB4 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 the Medicare language, will be deleted or modified where appropriate.

2. Should health care be eliminated for active employees, the retiree will continue to receive the plan last in effect.
3. Retirees may select any other plan offered by the Township, provided that the retiree pays to the Township, in advance, any additional premium (or illustrated rate) resulting from the selection. At social security Medicare eligibility the base coverage will be as noted above and subject to the paragraphs below:

Retiree coverage includes coverages for eligible dependants between the ages of nineteen (19) and twenty-six (26) as defined by the carrier and his/her spouse.

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. The Township may provide Medicare Advantage to these retirees.

All new eligible retirees shall be provided with Delta Dental POS coverage.

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

For all full time new hires after January 1, 2016, the Employer will provide 2% base salary; Employee will contribute 2% base salary. All of these to be put into a healthcare saving plan. (HCSP)

M. Contribution to Township Retiree Health Insurance fund:

Employees hired after August 1, 2012, but before January 2, 2016, shall pay 3.0% of all wages into the Township Retiree Health Insurance Fund.

N. Employees hired after October 13, 1999, but before January 1, 2016, shall become eligible for retiree health, dental and life insurance based on the following minimum years of service.

After 15 years of service - All benefits based on the Township paying 50% of the premium.

After 20 years of service – All benefits based on the Township paying 75% of the premium.

After 25 years of service - All benefits based on the Township paying 100% of the premium.

If medical coverage is available elsewhere, the retirees shall use that coverage.

For employees hired before January 1, 2016, In the event of a duty related death of an active employee, the Township will continue to provide the employee's spouse and eligible dependents with the same health, dental and optical insurance coverage as provided to retirees.

For employees hired before January 1, 2016, In the event of a non-duty death of an active employee with eight (8) or more years of service, the township will provide the employee's spouse and eligible dependents with the same health, dental and optical insurance coverage as provided to retirees.

O. Insurance Benefits During Short Term/Long Term Disability

Long term disability insurance benefits under this article will not be paid for any sickness or disability claimed under Workers' Compensation or occupational disease law.

Payment of benefits, hereunder, requires a proper claim to be made along with medical evidence of sickness or disability. The Township reserves the right to have a physician of its choice examine the employee during any period of the sickness or disability.

Benefits will be reduced by any amount received by the employee from any other sick or accident insurance policy, retirement programs, social security or similar plans for lost wages.

No benefits shall be provided while an employee is laid off, discharged, retired or receiving a pension from the Township or for any loss caused by war or act of war, whether declared or undeclared or while in the service of any country.

P. Liability Insurance

The Township will provide liability insurance for employees covered by this policy.

Q. Employee Assistance Program

The Township will contract with an accredited employee assistance program vendor to provide employee assistance services for stress, burnout, on the job and personal problems.

R. Flexible Spending Accounts

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 are provided by the IRS Code. 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.

Article X - Sick Leave (Short Term/Long Term Disability)

The sick leave plan is as follows:

A. Employees shall be granted forty-eight (48) hours of paid time off for illness or injury of the employee or a family member under the care of an employee in the event that the employee doesn't have a existing bank of sick time. Employees shall earn 2 hours of sick leave per pay period.

B. Sick leave shall be for paid time off for illness or injury of the employee of a family member under the care of the employee.

C. 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.

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

1. An employee may be asked for the reason they are off using sick leave when they call into the employer to report their absence.

2. Employees off for more than three (3) consecutive days may be required to provide reasonable documentation of the illness or injury.
 3. Employees who have had more than four occurrences 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.
 4. The Township may require that an employee, who has a pattern indicating sick leave abuse, provide a medical verification of illness or injury. The employer shall document this requirement in writing to the employee.
 5. If any items 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.
- E. Employees may use sick days as a Personal Leave Day subject to the same advance notice and approval process.
- F. Any sick leave above 120 hours remaining after September 30th 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.
- G. Should the employee exhaust their paid sick time bank prior to September 30th, they shall be allowed to use vacation, personal leave or compensatory time off to cover an illness or injury. Employees on Family Medical Leave must use any available paid time off above 40 hours to cover their medical leave.
- H. Employees shall be provided a Short-Term Disability (STD) benefit that shall go into effect 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 of the 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 (60th) day through the one hundred and eightieth (180th) day their STD benefit shall be paid at sixty percent (60%) of their normal base wage.

I. 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.

J. 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.

K. The Family & Medical Leave Act (FMLA) shall apply to all M&A Group members in accordance with the law. Paid time off 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, provided however, that an employee on FMLA leave may, at his or her option, retain and not use during the FMLA leave a total of one (1) week of previously accrued and unused vacation. All FMLA qualifying leave shall count towards FMLA leave entitlement. FMLA leave shall be based upon a rolling format.

L. Employees on LTD for a period of one (1) year shall have no future rights to employment with the Charter Township of Waterford.

Article XI - Leave of Absence

Employees covered by this policy may take a personal leave of absence up to one (1) year with Township Board approval, without benefits, but shall not accumulate sick leave, annual vacation time, credited service for purpose of longevity pay or pension while on such leave of absence.

Article XII - Personal Leave

An employee shall be entitled to three (3) personal days per year, nonaccumulated. The use of these leave days must be approved by the Township Supervisor or department head.

Article XIII - Funeral Leave

Up to five (5) working days will be allowed for funeral leave for tending to funeral arrangements and attending the funeral in the event of a death in the immediate family. The immediate family includes mother, father, sister, brother, wife, husband, son, daughter, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law or a member of the employee's or spouse's household and step-family. Step-family members are defined as step-parents and step children. The employee may be allowed one (1) funeral leave day for

the purpose of attending funeral services, other than immediate family, upon approval of the department head or Township Supervisor.

Article XIV - Jury Duty Pay

An employee who serves on jury duty will be paid their regular rate of pay during the period of jury duty. Upon receipt of jury duty pay, the employee will turn this payment over to the Township.

Article XV – Clothing Allowance

An employee shall be allowed the same clothing allowance as provided for in the Association of Waterford Township Supervisors collective bargaining agreement (Currently \$750 per calendar year).

Article XVI - Retirement Plan

Members promoted from within will be covered by the Retirement Program in effect before their promotion. Members hired from the outside will be in a Defined Contribution Plan. For those members promoted into the bargaining unit from within after July 1, 2016, Section 2-221 of the Township Ordinance will no longer be provided.

Article XVII - Unemployment Compensation

All employees covered by the Michigan Employment Security Act are eligible for such unemployment compensation benefits in the event of a layoff as specified in the Act.

Article XVIII - Complaint Procedure

Any complaint or disagreement concerning the application of the provisions of this policy will be handled through the following procedure:

- A. The complaint or disagreement shall be put in writing, detailing the nature of the complaint, reasons for disagreement and requested remedy and submitted to the department head or the Township Supervisor if submitted by the department head.
- B. The department head will forward the complaint to the Township Supervisor with comments regarding the complaint or disagreement.
- C. The Township Supervisor will make a formal response to the complaint, with a copy to the department head.
- D. In the event the employee is dissatisfied with the response of the Township Supervisor, the employee may request the Township Personnel Board review and respond to the complaint.
- E. Any decision of the Personnel Review Board is advisory in nature and not binding upon the Township Supervisor.
- F. In matters of dismissal, suspension, or demotion, eligible employees

should refer to the Fireman and Policemen's Civil Service System Act 78 of 1935 and local rules established by the Commission.

G. Use of this complaint procedure does not preclude an employee from filing a complaint under the Township's Harassment Policy.

Article XIX - Educational Benefits

The Township will reimburse an employee for costs of tuition, textbooks and software required for a class under the following terms and conditions:

A. All courses must be approved in advance by the Director of Human Resources to ensure compliance with this policy.

B. An employee must be enrolled in an educational program, in a field related to their Township job that will provide required expertise to the Township.

C. An employee must satisfactorily complete the course with a "C" average or better (or the equivalent of a "C" average if a numerical grading system).

D. Reimbursement will be made upon submission, of evidence of satisfactory completion of each course to the Office of Human Resources.

E. Attendance at classes shall not, at any time, interfere with the normal work shift of an employee.

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

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

XX. General

A. This policy is not intended to detail the benefit plans and their interpretation and application in situations of unusual circumstances. In those cases requiring the interpretation or clarification of application, it will be the final responsibility of the Township Supervisor, or at the Supervisor's discretion, the Township Board to make such decision, however, the complaint procedures shall not be disregarded.

B. The provisions of this policy may be reviewed bi-annually by the Township Board for the purpose of up-dating and/or amending as may be required. All employees covered by this policy will be given the opportunity to contribute their suggestions at that time for changes to this Policy. The employees retain a right to request reopening the

discussion process with the Township Board representatives during the first year of any biennial period. The reopening request will occur only if there are improvements to the benefits package provided to one or all of the Township's collective bargaining units.

APPENDIX "A"
CHARTER TOWNSHIP OF WATERFORD
ORDINANCE NO. 88

ADMINISTRATIVE MERIT EMPLOYMENT SERVICE ORDINANCE

**AN ORDINANCE PROVIDING FOR AN ADMINISTRATIVE MERIT EMPLOYMENT SYSTEM
FOR THE ADMINISTRATIVE AND MANAGERIAL EMPLOYEES OF THE TOWNSHIP**

The Charter Township of Waterford, County of Oakland, State of Michigan, hereby ordains:

1.0 TITLE. This Ordinance shall be known and cited as the Waterford Township Administrative Merit Employment Service Ordinance; and it shall be deemed sufficient, in any action for the enforcement of the provisions hereof, to define the same by such Title and reference to its number.

2.0 PURPOSE. The purpose of this Ordinance shall be to guarantee to all employees in administrative and managerial capacities fair conditions of employment, which will attract employees of ability and character, and thus increase the efficiency of Township government through improved principles of public personnel administration.

3.0 DEFINITIONS. When used in this Ordinance, unless otherwise indicated by the context, the following definitions shall apply:

3.1 The word "managerial employee" and "administrative employee" shall mean all persons employed in a managerial or administrative position except those specifically excluded in Sections 4.0 through 4.4, both inclusive.

3.2 The word "appointing authority" shall mean the Township Board of the Charter Township of Waterford, to which Board shall be referred for approval all nominations for appointment of managerial and/or administrative employees.

4.0 EMPLOYEES EXCLUDED. The following employees are specifically excluded from the provisions of this Ordinance:

4.1 The Township Supervisor, the Township Clerk, and the Township Treasurer.

4.2 The Deputy Clerk and the Deputy Treasurer.

4.3 All managerial and administrative employees who are members of any organization which has been certified as a collective bargaining agent for any

association of employees or any group of employees which negotiates wages, hours and conditions of employment with the Township.

4.4 Any employee covered by the Civil Service System presently in effect or hereafter established in the Charter Township of Waterford.

5.0 PROBATIONARY EMPLOYEES. All managerial and administrative employees, employed by the Charter Township of Waterford on the date of enactment of this Ordinance, shall be covered by and subject to the provisions of the Administrative Merit Employment Service System set forth herein. All managerial and administrative employees employed by the Charter Township of Waterford subsequent to the date of enactment of this Ordinance shall be excluded from the coverage and provisions of the Administrative Merit Employment Service Ordinance for a period of six (6) months from the date of their employment, and shall become eligible and subject to the provisions hereof only upon a determination by the appointing authority that said managerial or administrative employee has satisfactorily performed the duties of his employment during said six (6) month, probationary period.

6.0 PERSONNEL BOARD. The Personnel Board shall consist of three (3) members, appointed as provided by this Ordinance. The managerial and administrative employees of the Township shall appoint one (1) member of the Personnel Board to serve a term ending December thirty first of the second year following the appointment; provided, however, should a majority of the managerial and administrative employees be unable to agree on an appointee, a secret ballot election shall be held under the control of the Township Clerk, who shall be solely responsible for the conduct and certification of such election. The Township Board shall appoint one (1) member of the Personnel Board to serve a term ending as of December thirty-first of the first year following appointment. The two (2) members so appointed shall mutually appoint a third member of the Personnel Board to serve a term ending as of December thirty-first of the year in which the appointment is made. In the event the two (2) members are unable to agree upon the selection of a third member within sixty (60) days prior to the date on which the appointment is to be effective, application shall forthwith be made to the Chairman of the Michigan Employment Relations Commission for the appointment of said third member. Thereafter, a member of the Personnel Board shall be appointed for a three (3) year term by the agency responsible for the appointment of the member for whom a replacement is to be made; provided, however, any appointment to the Personnel Board to fill a vacancy caused by a member's death, discharge, resignation,

or retirement shall be made only for the remainder of the unexpired term for which the former member had been appointed. Except as specifically provided in this Section, all terms of office of Personnel Board members shall terminate as of December thirty-first of the third year following the appointment.

7.0 DISMISSAL, SUSPENSION OR DEMOTION-HEARING. A managerial or administrative employee covered by the provisions of this Ordinance may be dismissed, suspended, or demoted by the appointing authority for good and sufficient cause, by an order in writing, stating specifically the reasons therefor. A copy of such order shall be filed with the Personnel Board. Such employee may within ten (10) days after presentation of such an order to him, appeal from such order to the Personnel Board. The Board shall within two (2) weeks from the date of filing such appeal, commence hearings thereon, and shall thereupon hear and determine the matter and either affirm, modify or revoke such order. The employee shall be entitled to appear personally, produce evidence, have counsel and a public hearing if he so desires. The findings and decisions of the Personnel Board shall be promptly delivered to said employee, and shall be certified to the appointing authority from whose order the appeal is taken and shall forthwith be enforced and followed by said appointing authority.

8.0 NON-DISCRIMINATION. The person entitled to the benefits of a hearing by the Personnel Board shall not be removed, promoted, demoted, nor in any way favored or discriminated against, because of race, political or religious opinions or affiliations.

9.0 TEMPORARY SUSPENSIONS. When in the judgment of the appointing authority, a managerial or administrative employee's work performance or conduct justifies disciplinary action short of dismissal, the employee may be suspended without pay by the appointing authority. A suspended employee may not request a hearing before the Personnel Board unless the suspension is for more than ten (10) working days, or unless the employee had received a previous suspension within the six (6) months immediately prior thereto.

10.0 REPEAL. All Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

11.0 RIGHT TO AMEND. The Charter Township of Waterford specifically reserves the right to amend this Ordinance in whole or in part, at one or more times hereafter, or to

repeal the same; provided, however, that the rights which shall have been vested to any employee hereunder shall not be abrogated by such amendment or repeal.

12.0 SEVERABILITY. The provisions, phrases, sentences and sections of this Ordinance are declared to be severable; and if any such portion is declared invalid or unconstitutional by Court of competent jurisdiction, such finding shall in no way effect or invalidate the remainder of this Ordinance.

13.0 EFFECTIVE DATE. This Ordinance shall become effective after adoption, and after subsequent publication in accordance with the law.

INTRODUCED by the Township Board of the Charter Township of Waterford the 6th day of May 1974.

AYE VOTES: Seeterlin, Griffin, Schell, Lane, Richards, Grinnell, Mihay.

NAY VOTES: None ABSENT: None

STATE OF MICHIGAN)

)ss.

COUNTY OF OAKLAND)

I, THE UNDERSIGNED, the duly elected Clerk of the Charter Township of Waterford do hereby certify that the foregoing is a true and complete copy of Ordinance No. 88, Administrative Merit Employment Service Ordinance, adopted at a regularly scheduled meeting of the Board, June 3, 1974.

IN WITNESS WHEREOF, I hereto affix my official signature this 5th day of June A.D. 1974.

/S/ Naomi F. Griffin

Naomi F. Griffin, Clerk
Charter Township of Waterford
5200 Civic Center Drive
P.O. Box 428
Waterford, Michigan 48095

ADOPTED by order of the Township Board of the Charter Township of Waterford the 3rd day of June 1974.

AYE VOTES: Seeterlin, Griffin, Schell, Lane, Richards, Grinnell, Mihay.

NAY VOTES: None ABSENT: None

APPENDIX "B"

Procedure for Review of Policy

INTRODUCTION: This proposal is to establish a procedure that will be followed annually by the Administrative and Management Personnel to implement the above policy.

- I. Timing: In recognition of the possible impact of recommendations on Township budgeting, it is necessary that all elements of this procedure be finalized prior to the date that Department Heads are required to submit their department budgets to the Township Supervisor, August 1st each year.
- II. Administration and Management Personnel will select two people from their group to coordinate and present suggestions. Each of these two people will be from a different department and will represent varying degrees of length of employment with the Township. This committee of two will be selected each year by May 1st.
- III. By May 15th of each year this committee will solicit written suggestions from each administrative and management employee.
- IV. The committee will review all suggestions, taking into account the value to the (1) total group, (2) the number of identical suggestions, (3) the economical impact and (4) operational impact on the Township of the suggestions. The committee will select those suggestions that reasonably meet this criteria for presentation to all administrative and management personnel and shall meet with the total group by June 1st. The Township Supervisor will submit economic or non-economic guidelines if requested by the committee.
- V. The committee shall report the suggestions selected for group consideration, along with their study results based upon the above four standards of criteria (i.e.) (1) total group value, (2) number of identical suggestions (3) economic impact and (4) operational impact).
- VI. The total group will determine those items that the committee shall present to the Township Board Committee by July 1st.
- VII. The Township Supervisor will select two members of the Township Board to meet with the Two members of the committee of administrative and Management Personnel to review, study and recommend to the Township Board, those suggestions which can be adopted and their date of implementation. This would be completed by August 1st.

In the event the two Committees are not in Agreement on some proposed suggestions, the Administrative and Management Employees' Committee is not prohibited from submitting suggestions directly to the Township Board.

Appendix "C"

Charter Township of Waterford - P&F Wage Structure

MANAGEMENT AND ADMINISTRATIVE

EXHIBIT 4 CHARTER TOWNSHIP OF WATERFORD CLASSIFICATION AND COMPENSATION STUDY EFFECTIVE 1-1-2016 SALARY RANGE STEP SYSTEM FOR MGMT 2% increase over 2015

GRADE	MINIMUM									MAXIMUM
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
1	38,005	39,430	40,854	42,280	43,705	45,130	46,555	47,980	49,405	
2	40,854	42,388	43,920	45,451	46,982	48,514	50,046	51,578	53,110	
3	43,920	45,565	47,213	48,858	50,507	52,155	53,800	55,448	57,096	
4	46,114	47,845	49,574	51,303	53,031	54,761	56,491	58,220	59,947	
5	50,728	52,628	54,532	56,434	58,336	60,238	62,140	64,042	65,944	
6	57,067	59,207	61,346	63,486	65,629	67,767	69,907	72,047	74,186	
7	59,920	62,167	64,414	66,660	68,908	71,156	73,402	75,649	77,897	
8	65,911	68,388	70,866	73,328	75,799	78,270	80,744	83,216	85,686	
9	74,150	76,932	79,712	82,491	85,274	88,055	90,836	93,616	96,397	
10	81,564	84,625	87,683	90,741	93,799	96,861	99,918	102,977	106,034	

	Start	after 6 months
Deputy Chief	\$86,794.66 (\$41.73 per hour)	\$90,910.56 (\$43.71)
Fire Chief	\$95,472.00 (\$45.90)	\$100,022.22 (\$48.09)
Police Chief	under separate agreement	

CHARTER TOWNSHIP OF WATERFORD CLASSIFICATION AND COMPENSATION STUDY EFFECTIVE 1-1-2017 SALARY RANGE STEP SYSTEM FOR MGMT 2% increase over 2016

GRADE	MINIMUM									MAXIMUM
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
1	38,765	40,219	41,671	43,126	44,579	46,033	47,486	48,940	50,393	
2	41,671	43,236	44,798	46,360	47,922	49,484	51,047	52,610	54,172	
3	44,798	46,476	48,157	49,835	51,517	53,198	54,876	56,557	58,238	
4	47,036	48,802	50,565	52,329	54,092	55,856	57,621	59,384	61,146	
5	51,743	53,681	55,623	57,563	59,503	61,443	63,383	65,323	67,263	
6	58,208	60,391	62,583	64,756	66,942	69,122	71,305	73,488	75,670	
7	61,118	63,410	65,702	67,993	70,286	72,579	74,870	77,162	79,455	
8	67,229	69,756	72,273	74,795	77,315	79,835	82,359	84,880	87,400	
9	75,633	78,471	81,306	84,141	86,979	89,816	92,653	95,488	98,325	
10	83,195	86,318	89,437	92,556	95,675	98,798	101,916	105,037	108,155	

	Start	after 6 months
Deputy Chief	\$88,530.56 (\$42.57 per hour)	\$92,728.78 (\$44.59)
Fire Chief	\$97,381.44 (\$46.82)	\$102,022.65 (\$49.05)
Police Chief	under separate agreement	

CHARTER TOWNSHIP OF WATERFORD CLASSIFICATION AND COMPENSATION STUDY EFFECTIVE 1-1-2018 SALARY RANGE STEP SYSTEM FOR MGMT 2% increase over 2017

GRADE	MINIMUM									MAXIMUM
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
1	39,540	41,023	42,504	43,989	45,471	46,954	48,436	49,919	51,401	
2	42,504	44,101	45,694	47,287	48,880	50,474	52,068	53,662	55,255	
3	45,694	47,406	49,120	50,832	52,547	54,262	55,974	57,688	59,403	
4	47,977	49,778	51,576	53,376	55,174	56,973	58,773	60,572	62,369	
5	52,778	54,755	56,735	58,714	60,693	62,672	64,651	66,629	68,608	
6	59,372	61,599	63,835	66,051	68,281	70,504	72,731	74,958	77,183	
7	62,340	64,678	67,016	69,353	71,692	74,031	76,367	78,705	81,044	
8	68,574	71,151	73,718	76,291	78,861	81,432	84,006	86,578	89,148	
9	77,146	80,040	82,932	85,824	88,719	91,612	94,506	97,398	100,292	
10	84,859	88,044	91,226	94,407	97,589	100,774	103,954	107,138	110,318	

	Start	after 6 months
Deputy Chief	\$90,301.18 (\$43.41 per hour)	\$94,583.36 (\$45.48)
Fire Chief	\$99,329.07 (\$47.76)	\$104,063.11 (\$50.04)
Police Chief	under separate agreement	

Appendix "D"

Charter Township of Waterford - Vision Coverage



A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

Blue VisionSM VSP Choice Network Benefits-at-a-Glance

Charter Township of Waterford

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 1-800-877-7195 or log on to the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both.

	VSP network doctor	Non-VSP provider
Member's responsibility (copays)		
Eye exam	No copay	None
Prescription glasses (lenses and/or frames)	No copay	Member responsible for difference between approved amount and provider's charge.
Medically necessary contact lenses	No copay	Member responsible for difference between approved amount and provider's charge.
Eye exam		
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	100% of approved amount (no copay)	Reimbursement up to \$34 (no copay) – (member responsible for any difference)
	One eye exam in any period of 12 consecutive months	
Lenses and frames		
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	No copay	Reimbursement up to approved amount based on lens type (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 consecutive months	
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	\$100 allowance that is applied toward frames (member responsible for any cost exceeding the allowance)	Reimbursement up to \$38.25 (member responsible for any difference)
	One frame in any period of 12 consecutive months	
Contact lenses		
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	No copay	Reimbursement up to \$210 (member responsible for any difference)
	One pair of contact lenses in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$100 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$100 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 12 consecutive months	

Appendix "E"

Charter Township of Waterford - Dental Coverage



Delta Dental PPO (Point-of-Service) Summary of Dental Plan Benefits For Group# 0007471-0001, 0002, 0003, 0004, 0005, 0006, 0007, 0009 Charter Township of Waterford

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and Delta Dental's allowance for each service. Delta Dental's allowance may vary by the dentist's network participation. PLEASE NOTE - If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Copayment or Deductible.

Control Plan – Delta Dental of Michigan

Benefit Year – January 1 through December 31

Covered Services -

	PPO Dentist	Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Class I			
Diagnostic and Preventive Services - includes exams, cleanings, fluoride, and space maintainers	100%	80%	80%
Emergency Palliative Treatment - to temporarily relieve pain	100%	80%	80%
Brush Biopsy - to detect oral cancer	100%	80%	80%
Radiographs - X-rays	100%	80%	80%
Class II			
Minor Restorative Services - fillings and crown repair	90%	80%	80%
Endodontic Services - root canals	90%	80%	80%
Periodontic Services - to treat gum disease	90%	80%	80%
Oral Surgery Services - extractions and dental surgery	90%	80%	80%
Major Restorative Services - crowns	90%	80%	80%
Other Basic Services - misc. services	90%	80%	80%
Relines and Repairs - to bridges and dentures	90%	80%	80%
Class III			
Prosthetic Services - includes bridges, implants, and dentures	75%	75%	75%
Class IV			
Orthodontic Services - includes braces	75%	75%	75%
Orthodontic Age Limit -	To age 19	To age 19	To age 19

*When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Composite resin (white) restorations are optional treatment on posterior teeth.

Customer Service Toll-Free Number: 800-524-0149
www.deltadentalmi.com
March 21, 2011

- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$2,000 per person total per benefit year on all services except orthodontics. \$2,000 per person total per lifetime on orthodontic services.

Deductible – None.

Waiting Period – Employees who are eligible for dental benefits are covered on the first day of the month following full-time employment (0001, 0007), on the first day of the month following six months of employment (0002, 0003), on the first day of the month following 120 days of employment (0004, 0006), on the date of hire (0005), and on the first day of the month following 60 days of employment (0009).

Eligible People – All active management, administrative, elected officials and all management, administrative and elected officials retired on or after November 1, 2002 (0001), Police Officers Active (0002), Fire Fighters Active (0003), Teamsters Active (0004), Police Supervisors Active (0005), District Court non-union Active (0006), District Court Supervisors Active (0007), Dispatchers Active (0009) of Charter Township of Waterford and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable. The Contractor pays the full cost of this plan.

Also eligible are your legal spouse, your dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children who are eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application card and as a dependent on your spouse's application card. Your dependent children may be enrolled on both application cards as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of employment.

Customer Service Toll-Free Number: 800-524-0149
www.deltadentalmi.com
 March 21, 2011

BOARD OF TRUSTEES

Gary Wall, Supervisor
Sue Camilleri, Clerk
Margaret Birch, Treasurer
Anthony M. Bartolotta, Trustee
Julie Brown, Trustee
Karen Joliat, Trustee
Donna F. Kelley, Trustee



5200 Civic Center Drive
Waterford, Michigan 48329-3773
Telephone: (248) 674-6252 Fax: (248) 618-7519
www.waterfordmi.gov

Louis W. Feurino
Human Resource Director
lfeurino@waterfordmi.gov

Memo: September 12, 2016
To: Honorable Township Board
From: Louis W. Feurino
CC: Arlene Ward, H.R.
Re: Resolution M&A Policies

SUMMARY OF MANAGEMENT POLICIES

Basic policies unchanged/Insurance policies similar in plan to that of Teamsters
Changes:

1. Elimination of retiree healthcare: For all full time new hires after January 1, 2016, the Employer will provide 2% base salary; Employee will contribute 2% base salary. All of these to be put into a healthcare saving plan. (HCSP)
2. Eliminated additional 15% contribution to employees when a person is capped out at 75% - July 1, 2016.
3. Mirroring of benefits for retiree health cares.
4. 2% wage increases for 2016, 2017 and 2018. 2016 Increase is retroactive to January 1st 2016.
5. P&F Provision - Members promoted from within will be covered by the Retirement Program in effect before their promotion. Members hired from the outside will be in a Defined Contribution Plan. For those members promoted into the bargaining unit from within after July 1, 2016, Section 2-221 of the Township Ordinance will no longer be provided.
6. Balance of changes similar to contracts for other employees.

With us there are no boundaries

Charter Township of Waterford
Police and Fire Civil Service
Management
Personnel Policy
&
Management and Administration
Personnel Policy Amendment:

September 26, 2016

1. Currently eligible Employees to retire

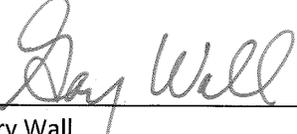
Any current M&A or P&F employee that is currently eligible to retire will be offered a window to retire upon ratification of the M&A and P&F Policy. This window shall be in effect until March 31, 2017. Any member that chooses to retire shall retire prior to March 31, 2017. This window to retire will allow the M&A or P&F employee to retire under the previous health care offered at retirement in both the M&A and P&F Policy.

2. Next Deputy Police Chief

The next Deputy Police Chief shall be offered the same retirement that was in place prior to this agreement which includes Section 2-221 of the Township Ordinance. The next Deputy Police Chief will not fall under Article XVI- Retirement Plan in the 2016 P&F policy.

3. Post-Retirement Health Care

Any M&A person hired between January 1, 2016 and June 1, 2016 who did not elect the ICMA 149 Plan shall remain in the post-retirement health care benefits plan and trust.



Gary Wall
Township Supervisor



Lou Feurino
Director of Human Resources