

Agreement  
Between

The Charter Township of Waterford

And

Michigan Association of Police  
on behalf of the

Waterford Township  
Dispatchers Association



Effective January 1, 2016 through December 31, 2018

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**ARTICLE 1**  
**AGREEMENT**

- 1.1: This Agreement is entered into June 7, 2016 between the Township of Waterford, Michigan, a Michigan Charter Township (“Employer” or “Township”) and Michigan Association of Police (“MAP” or “Union”), a Michigan non-profit corporation, on behalf of the Waterford Township Dispatchers Association (“WTDA”), “employee” or “employees”) as set forth in the recognition Article of this Agreement.
- 1.2: The headings used in this Agreement and exhibits neither add to nor subtract from the meanings but are reference only.

**ARTICLE 2**  
**PURPOSE AND INTENT**

- 2.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union to provide to the Communities served efficient and courteous police dispatch services.

**ARTICLE 3**  
**RECOGNITION – EMPLOYEES COVERED**

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

**ARTICLE 4**  
**AGENCY SHOP**

- 4.1: **Union Membership:** Each employee who, on the effective date of this Agreement, is a member of the Union shall, as a condition of employment, maintain his/her membership in the Union. Each employee who is not a member of the Union or is hired on or after the execution of the Agreement shall, as a condition of employment, either become a

member of the Union within thirty (30) days after his/her hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union except as hereinafter provided or pay a service fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

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

**ARTICLE 5**  
**UNION DUES AND/OR SERVICE FEE**

- 5.1: Payment by Check-off:** Employees shall tender monthly membership dues and/or service fees by signing the “Authorization for Check-off of Dues” form.
- 5.2:** The Township will deduct from each bi-weekly pay of each employee covered by this Agreement current Union membership dues or service fees, provided that at the time of such deduction there is in the possession of the Township a current written authorization by the employee, and will continue to make such deduction until the Township receives written instruction to the contrary from said employee, and shall remit all sums deducted to the Union no later than the 15<sup>th</sup> day of the month following deduction.
- 5.3** The Township shall not be liable for any errors or losses in the administration of this Article. The Township shall not be liable for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employees as authorized in writing. Further, the Union shall protect, indemnify and save the Township harmless against any and all claims, demands, costs, suits and any other forms of liability that may arise out of, or by reason or, action taken or not taken by the Township for the purpose of complying with this Article.

**ARTICLE 6**  
**REPRESENTATION**

**6.1:** The employees of this unit shall be represented by the WTDA President or designee.

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

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

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

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

**6.5:** **Policy Grievance, Discharges** Shall be handled by the local President or his/her designee, during their working hours without loss of time or pay.

**6.6:** **Step III Meetings** Shall be handled by the local President and/or Vice President or their designee during their working hours without loss of time or pay.

In the event both Union Officers are working the same shift during a Step III meeting then only one Union Officer shall be released from their duties to attend such meeting. However, a designee for a Step III meeting can fill the second Union Officer position.

**ARTICLE 7**  
**PART-TIME DISPATCHERS**

The Township shall be allowed to hire up to Four (4) part time Dispatchers under the following provisions:

- 7.1: Definitions:** A Part-time Dispatcher is a Dispatcher that is a certified Dispatcher who works not more than 28 hours per each 7-day week. Part-Time Dispatchers who receive a vested retirement benefit shall work not more than 20 hours per each 7-day week, as defined by the GERS. Part-time Dispatchers are only eligible for specific Articles in the Agreement. The Township shall maintain an active work force of Ten (10) Full Time Dispatchers in order to maintain an active workforce of Four (4) Part-Time Dispatchers. If a full time Dispatcher is permanently separated from the work force, a Part-Time Dispatcher may be promoted to the tenth spot before another Part-Time Dispatcher is hired. If no Part-Time person desires the position, the Police Department shall immediately begin the process of hiring and, once completed, offer and fill the position. Should the Township wish to reduce the work force there shall not be a reduction in (10) Ten Full Time Dispatchers until all other staff has been reduced including both Full-Time and Part -Time. In the event of lay-offs all part time staff shall be laid off prior to full time staff.
- 7.2: Provisions of the Contract applicable:** All provision of this Contract shall be applicable to part-time dispatchers with the exception of the following Articles:  
Articles 8.1, 16, 18, 19, 20, 21.2, 22.2, 23, 24, 25, 26, 29, 30, 32, 33, 34.
- 7.3: Probationary period:** Part time Dispatchers shall serve a probationary period of 4,000 hours worked and during such probationary period they shall be “at-will” employees.
- 7.4: Work week limitation:** Part time Dispatchers shall work no more than twenty eight (28) hours per week or fifty six hours per pay period, a work week being defined as

12:00 a.m. Monday through midnight of the following Sunday. Provided, however Part-Time Dispatchers who have retired from the Township and are receiving a defined pension benefit from the GERS shall be restricted to 20 hours per week – or 40 hours per pay period. Newly hired Part-Time Dispatcher who require training may be assigned a forty hour week, during their training period.

**7.5**    **Schedule:**    Part-time Dispatchers shift assignment is done after all full-time Dispatchers have made their shift selection. When there is a change in schedule, or a conflict in scheduling that would allow either a Full-Time or Part-Time Dispatcher to submit a time off request and take a day off, the Township agrees that Full-Time Dispatchers requests for time off shall take precedence over requests for scheduled time off for Part-Time Dispatchers.

**7.6:**    **Seniority:**    Part-time Dispatcher seniority shall be based upon the anniversary of the Part-Time hire date.

**7.7:**    **Layoff:**    In the event of a reduction in force, part time Dispatchers shall be laid off prior to any full time Dispatcher lay-offs regardless of seniority and in reverse order of hire date.

**7.8:**    **Rate of Pay:**    Part-time Dispatchers shall be paid as follows:

- First 1,000 hours 85% of dispatcher I
- 1,001 – 2,000 hours – 90% of dispatcher I
- 2,001 – 3,000 hours – 95% of dispatcher I
- 3,001 or more – 100% of dispatcher I

Provided however the Chief of Police shall be able to place a Part-Time Dispatcher at a rate of pay commensurate with their skills and experience.

**7.9:**    **Holiday Pay:**    Part-time Dispatchers shall receive holiday pay at the rate of 1.5 times their regular pay if they work on any shift on any of the following nine (9) holidays: New Years Day, Easter Sunday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Years Eve.



- 7.10: Conversion to full time Dispatcher status:** Part-time employees shall have no automatic right to fill full time Dispatcher openings but such conversions shall be at Management's sole discretion without regard to seniority.
- 7.11: Death Payment:** Any unpaid salary shall be paid to an employee's estate upon death.
- 7.12: FMLA:** A part-time employee that exceeds 1050 hours on an annual basis shall be covered under the Family Medical Leave Act. However, this is an unpaid status.
- 7.13 Shift and Vacation Schedule:** Shift and Vacation selection process will occur twice a year for the periods effective the first pay period of April 1<sup>st</sup> and October 1<sup>st</sup>, and shall be posted as soon as possible after the selections have been made and approved. Posting of Shift selections sheets and vacation requests shall be submitted by March 1<sup>st</sup> and Sept 1<sup>st</sup> of each year. An Employee shall have seventy-two (72) hours to submit their vacation request from the time they select their shift.

**ARTICLE 8**  
**SENIORITY – PROBATIONARY EMPLOYEES**

- 8.1:** Newly hired dispatchers, or employees rehired, who are members of the bargaining unit as defined, shall serve a probationary period of one (1) full calendar year; provided, however, that all such employees shall begin to qualify for all benefits afforded to regular seniority employees after sixty (60) actual working days worked. After completion of the full probationary period, the employee's seniority shall be retroactive to the first day worked.
- 8.2:** The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined probationary employees, if such discharge or discipline was for reasons other than Union activity. Probationary employees shall be considered to be at-will employees subject to discharge without cause at any time during their probationary period. However, the Union shall be notified prior to any discipline and will have the right to represent the probationary employee during any discipline procedure.

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

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

**8.4: Loss of Seniority:** An employee shall lose seniority for the following reasons only:

- A.** The employee quits or retires.
- B.** The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C.** The employee is absent for three (3) consecutive working days without notifying the immediate supervisor or designee, provided, however, that an employee may be excused from the effect of this clause if he or she was unable to provide notification as a result of illness or accident. The Employer shall send written notification to the employee at the employee's last known address. Loss of seniority under this provision shall be subject to the grievance procedure.
- D.** The employee fails to return to work when recalled from layoff, as set forth in the recall procedure.
- E.** The employee fails to return to work within three (3) working days from sick leave or leaves of absence.
- F.** The employee is on layoff for a period in excess of one (1) year.
- G.** If the employee is unable to return to duty after 24 months from the first day of illness or injury.

## **ARTICLE 9** **GRIEVANCE PROCEDURE**

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

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

- A. STEP ONE – Informal Conference:** An employee with an alleged grievance, either accompanied by the Union Representative, or without, shall present all facts related to the alleged grievance to the employee’s immediate supervisor. Any settlement at this level shall not be inconsistent with the provisions of this Agreement and any settlement which is inconsistent shall be null and void. The Union may, in writing, request a written response from the supervisor. If requested, the supervisor shall give a written response within seven (7) calendar days of the request.
- B. STEP TWO:** If the grievance is not resolved at Step One, the grievance, to be carried on, shall be submitted by the Union, in writing, to the Chief of Police, or his designees, within fifteen (15) calendar days of the Step One meeting or written response if a written response was requested. A meeting shall be arranged between the designee of the Chief of Police, the grievant and a Union Representative within ten (10) calendar days from receipt of the grievance. All relevant facts will be presented by or on behalf of the grievant at the meeting. A written decision on the grievance shall be provided by the Chief of Police or his designee within seven (7) calendar days of the meeting. A failure to provide a written answer within the seven (7) calendar days shall be construed as a denial of the grievance and it can, at the option of the grievant, be carried to the next step.
- C. STEP THREE:** If the grievance is not resolved at Step Two, the grievance to be carried on, shall be delivered in writing to the Human Resources Director, within fifteen (15) calendar days after receipt of the answer to Step Two or the failure of the Chief of Police or his designee to provide a timely written response. Within ten (10) calendar days after receipt of the grievance by the Human Resources Director, the Human Resource Director or designee shall hold a hearing at which such person or persons as required by the Union, including the grievant, shall be reimbursed by the Township for any time lost. A written

decision shall be provided the grievant and the Union within seven (7) calendar days following the Step Three hearing. A failure to provide an answer within the prescribed seven days shall be construed as a denial of the grievance.

**D. MEDIATION:** By mutual agreement the parties may agree to mediate any grievance either through a mediator selected by the Michigan Employment Relations Commission or a mediator chosen by the mutual agreement. Any recommended decision by the Mediator shall not be binding upon either party.

**E. STEP FOUR – Arbitration:** If the grievance is not settled at Step Three or through Mediation, the Union may, within thirty (30) calendar days after the date of the written decision at Step Three or failure to provide a written decision or within thirty (30) calendar days after mediation, submit the grievance to arbitrate under the following rules:

1. The Union shall give written notice to the Human Resources Director of its intent to arbitrate the grievance decision.
2. Within fifteen (15) calendar days after receipt of the notice by the Human Resources Director, the parties, through their representatives, shall attempt to agree upon an arbitrator. If the parties cannot agree upon an arbitrator, the parties agree to abide by FMCS rules and procedures. Disciplinary and discharge cases shall be given priority and shall be heard on the selected arbitrator's first available date.
3. **Powers of the Arbitrator** It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.
  - a. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. The Arbitrator shall have no power to establish or change salary scales.
  - c. The Arbitrator shall have no power to rule on any of the following:
    1. The termination of the services of, or failure to re-employ any probationary employee.
    2. Any practice, policy or rule of the Township or to substitute his judgment as to the reasonableness of any practice, policy or rule.



- 10.2: Notice of Discharge and Discipline:** The employer agrees that when effecting the discharge or discipline of any employee:
- A.** The Dispatcher Supervisor or designee shall notify the employee verbally, not in front of other employees.
  - B.** The Dispatcher Supervisor or designee shall promptly present the employee and his/her Union Representative with a written notice of the discharge or discipline which states the reason or reasons for such discharge or discipline. The Dispatch Coordinator and Dispatcher II's shall not be responsible for issuing disciplinary actions to fellow employees in the unit.
  - C.** The written notice of discharge or discipline shall be presented to the local union President or his/her designee promptly after the employee has received the first written notice, stating fully any and all reasons for the discharge or discipline.
- 10.3:** The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Union Representative of the unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the employer. Upon request, the employer or his/her designated representative, will discuss the discharge or discipline with the employee and the Union Representative in an attempt to resolve same if possible.
- 10.4: Appeal of Discharge or Discipline:** Should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Union to the Dispatcher Supervisor within seven (7) calendar days of the discharge or discipline. The Dispatcher Supervisor shall respond in writing to the Union within seven (7) calendar days after receipt of the grievance. If the decision is unsatisfactory to the Union, the Union may invoke the grievance procedure at the Step III level.
- 10.5: Use of Past Record:** In imposing any discipline, other than discharge, on a current charge, the Employer will not take into account any prior infractions contained in the employee's official personnel file, held at the Director of Human Resources Office, which occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from the date of hire.

**10.6** Whenever an employee in the bargaining unit is disciplined by the employer, and such discipline consists of a suspension of less than five (5) days, the parties agree that the disciplinary action will be held in abeyance until completion of Step III.

**10.7:** Section 10.6 will not apply to new hire probationary employees.

**ARTICLE 11**  
**COMPUTATION OF BACK WAGES**

**11.1** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Any claim on the part of the employee against the Employer shall be limited to a claim for back wages, and shall be limited to the amount of the employee's cost of providing equivalent fringe benefits, but shall not exceed the Employer's cost for the benefits, and further provided that such benefits are maintained and evidence of such continuation and payments are submitted to the Township by the employee.

**ARTICLE 12**  
**SUPPLEMENTAL AGREEMENTS**

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

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

**ARTICLE 13**  
**LAYOFF DEFINED**

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

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

- A.** In the event of a reduction in force, part-time Dispatchers shall be laid off prior to any full-time Dispatcher lay-offs regardless of seniority.

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

**ARTICLE 14**  
**RECALL PROCEDURE**

**14.1:** When the working force is increased after a layoff, the employees will be recalled according to seniority in reverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. The employee shall notify the employer within five (5) days from the post mark date of mailing of the recall notice of the employee's intent to report to work and shall report to work within ten (10) working days after the date of mailing of the recall notice. If the employee fails to notify the employer of intent to report to work within five (5) working days from the date of the mailing of the recall notice and/or fails to report to work within ten (10) days of the post mark mailing of the recall notice, the employee shall be considered a voluntary quit as provided in the notice.

**ARTICLE 15**  
**LEAVES OF ABSENCE**

- 15.1:** Leaves of absence without pay and without loss or gain of seniority may be granted or extended at the discretion of the Chief of Police or Designee. Denial of leaves of absence by the Chief of Police or Designee are not appealable and not subject to the grievance procedure.
- 15.2:** To request a leave without pay, the employee shall, at least thirty (30) days prior to the start of the leave, submit a written request to the Chief of Police or Designee stating the date to begin, the duration and the reason for the requested leave.
- 15.3:** Unpaid leaves shall be granted only for the following reasons:
- A. Physical or mental illness, subject to a two (2) year limitation and upon the submission of medical proof.



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

**ARTICLE 16**  
**SICK LEAVE, SHORT TERM AND LONG TERM DISABILITY**

- 16.1** Employees shall earn two (2) hours of paid sick leave per pay period.
- 16.2** Sick time shall be for paid time off for illness or injury of the employee or a family member under the care of the employee.
- 16.3** An employee on sick leave shall be deemed to be on continued employment for purposes of computing all benefits. Sick days and time on Short Term or Long Term Disability shall be construed as days worked.
- 16.4** Management shall have the right to verify an employee's illness or injury based on the following:
  - A.** An employee may be asked for the reason they are off using sick leave when they call in to the employer to report their absence.
  - B.** Employees off for more than three (3) consecutive days may be required to provided reasonable documentation of the illness or injury.
  - C.** 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.
  - D.** The Township may require that an employee, who has a pattern indicating sick leave abuse, provide a medical verification of illness or injury by an M.D./D.O. for a maximum period of 90 days. After the 90-day period the employee's sick time shall be reviewed. The Employer shall reimburse the employee for the cost of

the office visit co-pay to obtain medical verification. The maximum Employer reimbursement shall be \$20.00.

- E.** 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 results of the examination shall be provided to the Human Resources Director only. The employer shall document the reasons for the examination in writing.

**16.5** Employees may use sick days as a Personal Day subject to the same advance notice and approval process. Such use of sick days shall not be construed as a sick day “occurrence”.

**16.6** Any sick leave above 120 hours remaining after September 30<sup>th</sup> of each year shall be paid to the employee at the employee’s full rate of pay on that date. Payments shall be made on the last payroll date in October.

**16.7** Should the employee exhaust their paid sick time bank the employee 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. On the 66<sup>th</sup> day, vacation and sick time will not accumulate unless the employee supplements the benefits of this article from their sick, vacation, comp or personal bank.

**16.8** Employees shall be provided a Short-Term Disability (STD) benefit that shall go into effect after seven (7) consecutive calendar days off on a verifiable illness or injury. The illness or injury must prevent the employee from performing their normal work duties. 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 of their STD benefit shall be paid at sixty percent (60%) of their normal base wage.

**16.9** 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

60% of the employee's base wage at the time of disability. The benefit will coordinate with any duty or non-duty disability benefit provided to the employee through their pension system. The coverage summary for the LTD benefit program is included online.

**16.10** The Township shall administer FMLA Benefits on a rolling twelve (12) month period.

**ARTICLE 17**  
**LEAVE FOR UNION BUSINESS**

**17.1:** Up to three (3) executive board members of the Association may attend the annual MAP Executive Board Meeting at this own cost and expense without loss of pay or time. Time off to attend the meeting shall only be denied if allowing the employees off causes overtime.

**ARTICLE 18**  
**PERSONAL LEAVE**

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

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

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

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

- 19.2:** An employee may be allowed up to three (3) working days as may be required as funeral leave days for each death of one of the following family members: sister, brother, grandchild, sister-in-law or brother-in-law.
- 19.3:** An employee may be allowed one (1) funeral leave day to attend the funeral of the following: aunt, uncle, niece or nephew of blood relation.
- 19.4:** An employee requested to be a pall-bearer for deceased employee will be allowed up to one (1) working day to attend the funeral.
- 19.5:** The employer may grant additional bereavement time for extenuating circumstances. These additional days shall be charged to the employee as vacation days or as days off without pay at the employee's option.

## **ARTICLE 20** **PROMOTIONS**

- 20.1:** The Township shall have the right to promote the most qualified employee to a higher classification within the bargaining unit.
- 20.2:** The Township shall establish a testing procedure to determine the most qualified candidate for the higher classification. A written description of the procedure shall be available to the members of the unit. The Township has the right to modify the testing procedure.
- 20.3:** Promoted employees shall serve a six (6) month probationary period. Employees who are unable to satisfactorily perform the duties of the higher classification shall be moved back to their previous position without loss of seniority.

## **ARTICLE 21** **HOURS OF WORK**

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

**21.2: Shift Selection:**

Shift Selection shall be based on seniority within classification provided that no more than one Dispatcher II shall select the same shift. The Dispatch Coordinator shall only be allowed to select the Day Shift or Day Flex Shift. Such shift preferences shall take place twice a year in April and October. Employees shall have seventy (72) hours to respond to a request for shift selection.

- A.** Two blank schedules shall be posted on the Union bulletin board forty-five (45) days prior to the aforementioned periods. The first schedule will allow for Dispatcher II's to select a shift based on seniority in classification. Those promoted on the same date shall be ranked by testing score. The second schedule will allow all employees to select a work schedule within the available shifts. Selection of work schedule within a shift shall be by overall seniority in the unit.
- B.** During such periods, an employee on a particular shift may, by mutual consent with another employee, of equal classification, on a different shift, exchange shift assignments for a period not exceeding two (2) months, during said six (6) month period. Such exchanges of shift must be requested of the Police Chief, or his designee, who shall have the discretion to grant such mutual request if in his discretion such shift changes will not disrupt the efficient operation of the Police Department.
- C.** Employees shall be permitted to trade or exchange work or leave time but no more than two times per pay period and subject to the Dispatch Supervisor or Supervisor in charge of the shift. Traded time must be repaid by working time, vacation or compensatory time but not sick time. All trades must be repaid in the same pay period. An employee shall not trade or exchange time with another employee so as to result in either employee having a sixteen (16) hour work day or that will result in either employee working in excess of a 40-hour week.

**21.3: Breaks:** Employees may take up to 45 minutes in break time throughout their regular shift. Breaks are subject to supervisory approval and may be split no more than three times in a work day. Employees working beyond 10 hours in a day shall be allowed an additional 15 minutes of break time. Employees taking their break time may

make a note of the break in the dispatch log. A reduction in shift personnel shall not prevent an employee from being able to take their contractually allowed breaks.

**ARTICLE 22**  
**SHIFT PREMIUM**

- 22.1:** Employees who regularly work on the second or third shift shall receive in addition to their regular pay: eighty cents (\$.80) per hour on second shift and one dollar and fifteen cents (\$1.15) per hour for third shift as additional compensation for assignment to said second or third shifts. An employee shall be considered on a regular shift after working seven (7) consecutive calendar days. Shift premiums shall be included in overtime calculations.
- 22.2:** Rate During Leaves: Employees will be paid their current rate including shift premium based on their regular scheduled shift while on leave.

**ARTICLE 23**  
**OVERTIME AND/OR PREMIUM PAY**

- 23.1:** Time and one-half will be paid as follows:
- A.** For all hours over eight (8) in any one shift.
  - B.** For all hours over forty (40) in the employee's regular work week.
  - C.** For working the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of an employee's regular work week.
- 23.2:** Equalization of Overtime Hours: The existing equalization of overtime chart will be adopted for the record of overtime. It will be updated by the Dispatcher Supervisor or his/her designee in accordance with the following:
- A.** On January 1<sup>st</sup> of each year all hours on the equalization chart will be set to zero.
  - B.** Overtime known two (2) days (48 hours) or more in advance shall be posted on the dispatch bulletin board and granted to the dispatcher who signs up with the lowest hours. If said overtime is not filled, forty-eight (48) hours prior to the opening the Supervisor or his/her designee will attempt to contract dispatchers, beginning with the dispatcher with the lowest hours and progressing upward. Only the dispatcher who accepts will be charged the hours on the chart.
  - C.** If no volunteers are located, a dispatcher will be ordered as follows:

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

- D. When overtime is needed with less than 72 hours notice, time off approval is subject to locating a volunteer unless time off is for an emergency or sick time as deemed necessary by management. An attempt shall be made by the employee requesting time off, to contact eligible dispatchers beginning with the dispatcher with the lowest hours. Contacts and attempts made, and volunteer accepting overtime will be noted on the back of the time off request.
- E. In the event of sick time or an emergency, overtime will be offered to full-time dispatchers working the shift prior or after the opening. If there are no volunteers, volunteers will be sought from other shifts. When attempting to contact employees by phone, in this circumstance, answering machines or employees not at home, will make the employee unavailable. If there are still no volunteers, then a dispatcher will be ordered as follows:  

The dispatcher who has the lowest number of gold bars, on the shift prior or after the vacancy (or both), will be ordered to work. If dispatchers on that shift have equal number of gold bars (1 for each time ordered in past), then the least senior dispatcher is ordered. A gold bar will be added above their name. They will not be charged for the hours but the space under their name for that date will be marked in gold.
- F. Unless an emergency exists, no dispatcher should be allowed to work more than a twelve (12) hour shift, or more than sixteen (16) hours in a twenty-four (24) hour period.

**23.3: Minimum Call-back:** An employee who is off duty and is called to return to work shall be paid a minimum of two (2) hours pay or actual time worked, whichever is greater, at one and one-half (1 ½) times the rate of his/her current hourly wage.

**ARTICLE 24**  
**COMPENSATORY TIME**

**24.1: Compensatory Time:** Employees working overtime have a choice of taking cash or compensatory time. Accumulated compensatory time over forty (40) hours shall be paid by the Township on a quarterly basis commencing on the first pay period after March 31, June 30 September 30 and December 31 of each year. At no time can any comp time accumulation exceed eighty (80) hours.

**24.2: Use of Compensatory Time:** Use of Compensatory Time shall be granted provided the request is made a minimum of four calendar days in advance (except in an unanticipated emergency which may be granted on a case-by-case basis) and provided the use does not cause a significant disruption of the Dispatch operations but shall not be denied simply because it creates overtime. Once Compensatory Time is requested it cannot be withdrawn by the employee unless it is withdrawn a minimum of four (4) calendar days prior to the intended use and not without consent of police administration. If the Compensatory Time is requested to be withdrawn by the employee less than four days in advance, the request may be granted on a case-by-case basis. Requests for Compensatory may be made in conjunction with vacation time.

**24.3:** The maximum amount of compensatory time used in a calendar year shall be 120 hours.

**ARTICLE 25**  
**HOLIDAY PROVISIONS**

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

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

**25.2:** All police dispatchers, in lieu of having a designated holiday off, shall be paid one (1) day's regular pay on the pay period following December 1<sup>st</sup> for each holiday, whether worked or not, in the current fiscal year, based on their rate of pay as of November 30<sup>th</sup>,



with the amount based on the number of holidays, times their daily rate of compensation, including any shift premium provided further, however, in the event of discharge or termination of any employee prior to December 1<sup>st</sup>, the pro-rated portion of the previous holidays shall be paid at the time of termination of employment. No employees shall be entitled to any additional holiday pay by virtue of this paragraph.

**ARTICLE 26**  
**VACATION**

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

Start through 5 <sup>th</sup> year	96 hours per year earned at 8 hours per month
6 <sup>th</sup> year through 10 <sup>th</sup> year	144 hours per year earned at 12 hours per month
11 <sup>th</sup> years through 15 <sup>th</sup> year	192 hours per year earned at 16 hours per month
16 <sup>th</sup> year and over	224 hours per year earned at 18.66 hours per month

**26.2: Vacation Requests:** A request for the current year's vacation shall be submitted twice a year for April and October. Vacations will be granted at such times during the years as suitable, considering both the wishes of the employees and efficiency of the operation of the department. Vacation requests shall be made within seventy-two (72) hours of shift selection.

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

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

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

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

**26.7: Separation:** Upon separation of service through resignation, discharge or retirement the Employee shall receive pay-out for eligible accrued time within the next pay period, following the date of separation.

### **ARTICLE 27** **MISCELLANEOUS**

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

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

### **ARTICLE 28** **UNION BULLETIN BOARD**

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

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

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

**ARTICLE 29**  
**JURY DUTY**

- 29.1:** Immediately upon receiving notice for jury duty, the employee shall notify his/her supervisor. The employee shall keep his/her supervisor informed about his/her jury duty status at all times, advising of scheduled days on and off jury duty when advised by the court.
- 29.2:** An employee who is summoned to serve jury duty will be paid their regular rate of pay and upon receipt of jury duty pay will promptly turn same over to the Township.
- 29.3:** Jury duty will be handled according to the following shift assignments:
- A.** An employee scheduled to work a midnight shift the day prior to the day scheduled for jury duty shall be excused from that shift and the jury duty will be their shift.
  - B.** An employee scheduled for the afternoon or night flex on the scheduled jury duty day shall be excused from that shift and the jury duty will be their shift.
  - C.** An employee scheduled the day shift or early flex on the day of the scheduled jury duty shall be excused from that shift and the jury duty will be their shift.
  - D.** In the event jury duty is scheduled on the employee's regular leave day, there will be no change in the employee's work schedule and in this case the employee may retain his/her jury duty compensation for serving on his/her leave day.
- 29.4:** An Employee on jury duty cannot alter his/her regular work schedule and it shall not be used as a means of obtaining overtime.

**ARTICLE 30**  
**HOSPITALIZATION MEDICAL COVERAGE**

**30.1: Health:**

- A.** Eligible employees may choose, during the Township's open enrollment period, one of the following health insurance plans:
  - 1. BCBS PPO In-Network \$500/\$1,000 Deductible, 80%/20% coinsurance, \$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.

2. 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.
3. 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.
4. 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 information contained 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) or successor site.

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 deduction: 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) or successor website. Except those who elect a COPS TRUST Plan, who shall select through paper enrollment forms provided to Township Payroll no later than 1:00 p.m. [on the last enrollment date specified]. If an employee fails to timely make a selection, the plan provided will default to “BCN” until the next open enrollment period. Effective the first month after 30 days of employment following the employee’s date of hire probationary employees shall receive health insurance.

B. 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]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties. The Township or the Union may reopen the Collective Bargaining Agreement to address Patient Protection and Affordable Care Act issues only.

C. Employees who have health insurance provide 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.

**30.2: Retiree Health Insurance Medicare Supplement:**

- A.** Retiree healthcare will be eliminated for all new hires after July 4, 2016 – For those employees, employer contribution 2% of base wages and employee contribution 2% of base wages.
- B.** Effective July 1, 2016 all retirees, hired prior to that date, with twenty-five (25) years of service shall have base retiree health benefits defined as the base health care plan in effect at the time of their retirement, except as provided below. 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
- C.** Retiree coverage includes coverage for eligible dependants between the ages of nineteen (19) and twenty-five (25) as defined by the carrier.
- D.** 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.
- E.** All such coverage's will not be provided by the Township if available from another source.
- F.** 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 Medicare language, will be deleted or modified where appropriate.
- G.** Retiree healthcare will be eliminated for all new hires after July 4, 2016.
- H.** For all Employees **hired before July 4, 2016 the retirement health care retirement contribution shall be 3%.**

- 30.3: Dental/Insurance:** Effective the first of the month following the first 60 days of employment, the Township shall provide each employee, eligible spouse and children, with dental benefits providing coverage as described in the Delta Dental Plan. All employees hired after July 4, 2016 shall be provided with the dental benefits providing coverage as described in the Delta Dental Plan.
- 30.4: Flexible Spending Accounts:** The Township shall establish Flexible Spending Accounts (FSAs) as governed by the 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.
- 30.5: Probationary Employees:** Probationary employees wishing to maintain Blue Cross/Blue Shield coverage from another contract, transferring to the Township contract, may do so by paying the full premium costs to the Township until the effective date of their Township paid coverage.
- 30.6:** 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 31**

### **WORKER'S COMPENSATION**

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

payment to be made from and after the first day for which the employee is legally entitled to weekly compensation under the Workers' Compensation Law.

- 31.2:** It is understood that payment of the supplement for a twelve (12) months period is for each new distinct and separate work incurred injury under Workers' Compensation and not a re-occurrence, aggravation or continuation of a prior injury, which shall not be the basis for extending the twelve (12) month period or to re-qualify an employee for another twelve (12) month period of supplemental benefits.
- 31.3:** The employer shall continue to pay the full premium for health insurance coverage as provided to regular employees, for an employee receiving Workers' Compensation for a period not to exceed twelve (12) months.
- 31.4:** An employee on Workers' Compensation who returns to work shall not lose any seniority while off work.
- 31.5:** Employee shall attempt to schedule any doctor visits and therapy sessions during non-working hours. If doctor visits or therapy sessions cannot be scheduled during non-working hours the employee will be allowed to attend during their normal work schedule.

**ARTICLE 32**  
**LIFE INSURANCE COVERAGE AND AD&D**

- 32.1:** The Employer agrees to pay the full premium of term life insurance for each employee through age 69, face value of one and one-half (1 ½) times base salary while employed or for a period not to exceed three (3) months if laid off. An additional sum equal to the life insurance will be paid in case of accidental death.
- 32.2:** At age 70, benefits will be reduced to sixty-five percent (65%) through age 74, and reduced to forty-five percent (45%) of benefits at age 75 and thereafter.

**ARTICLE 33**  
**PENSIONS**

- 33.1:** Except for employees hired after July 1, 2006, the existing "Pension Plan" shall continue to be provided for employees covered by this Agreement as adopted by the Board of the

Charter Township of Waterford effective September 1, 1966, as amended, and as administered by the Pension Committee.

**33.2:** Credited service for retirement shall be governed by seniority under the provisions of the Retirement System Resolution.

- A. Final Average Compensation (FAC):** The parties agree that for purposes of computing retirement benefits the Final Average Compensation (FAC) shall be based on the highest three (3) of the last five (5) years of employment prior to retirement for all employees in the unit.
- B. 2.5 Multiplier:** The pension multiplier used to calculate the annual pension shall be two and one-half percent (2.5%). There shall be no multiplier roll back when the employee becomes eligible for Social Security benefits.
- C. Military Service Credit:** Employees shall have the option of purchasing credited service toward pension rights herein for certain military service prior to employment with the Township. In order for an employee to be eligible the following requirements must be met:
1. The employee must have entered the armed service of the United States before June 1, 1980.
  2. The employee must have received an honorable discharge.
  3. The allowable time that can be purchased can equal active duty time or less (years and months), but in no event can it exceed five (5) years sixty (60) months.
  4. An individual's purchase can be an amount less than actual military time, but cannot exceed actual time spent in military service (years and months).
  5. The employee must contribute five percent (5%) of their prior year's base salary for each year purchased and/or fraction thereof.
  6. The employee must make application with supporting documentation of military service prior to December 1<sup>st</sup> of the year in which they want the prior year's earnings used to determine their contribution amount.
  7. Employees making this election will not have this time credited unless or until they have a minimum of ten (10) years regular credited service. Employees making this election and terminating employment for any



reason, with less than ten (10) years will have this contribution refunded to them (or their beneficiary in the event of death).

8. Payment for this election can be a lump sum payment or payroll deduction. Lump sum payments can be made at any time as long as they are paid in advance, but cannot be deferred. Payroll deductions will be over a period of time not to exceed the comparable time being purchase. (Example: An employee purchasing 24 months of Military time shall have a like number of months to pay for it through bi-weekly payroll deductions.)
  9. In the event of the death or termination of an employee during this payroll deduction period, who has ten (10) or more years regular service, such employee will have any pension benefit computed on this basis of amount paid in up to the time of death or termination, along with regular credited service.
  10. In the event that all or a portion of the military service occurring prior to employment is, or would be, credited under any other federal, state, or local publicly supported retirement system, such service shall not be eligible for purchase herein by the employee.
- D. Employees shall contribute five percent (5%) of wages used in calculating Final Average Compensation (FAC) into the pension system. Contributions will be made through payroll deduction.
- E. Employees with twenty-five (25) years of service shall be allowed to retire with full benefits regardless of age.
- F. **Annuity Withdrawal:** Dispatchers in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:
1. **Definition:** The annuity withdrawal is the option that allows members to withdraw their accumulated contribution (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.

2. **Application:** A member wishing to elect this option must make written application to the General Employees Pension Board no later than one hundred twenty (120) days prior to the effective 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.
3. **Waiver of Notice:** The Pension board shall issue the member's annuity payment within thirty (30) days of the date of the member's retirement.
4. **Computation of Annuity:** The parties agree that the Merrill-Lynch Bond 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 their annual pension reduced accordingly as determined by the Pension Board Actuaries.

**G.** Employees hired after July 1, 2006 shall be ineligible for the General Employees' Retirement System and covered by a defined contribution pension system established by the Township. The Township's contribution rate shall be set at 10% of base salary and the employee's contribution rate shall be set at 5% of base salary, provided, however that the employee may increase the employee's contribution up to the extent allowed by Internal Revenue Service rules and regulations.

The vesting schedule for the defined contribution system shall be as follows:

<u>Years of Service</u>	<u>% Vested</u>
After 3 Years	50%
After 4 Years	75%
After 5 Years	100%

### **33.3: DEFERRED RETIREMENT OPTION PLAN (DROP)**

#### **A. OVERVIEW:**

Effective January 1, 2008, any Employee who is a member of the Waterford Township Dispatchers Association (Michigan Association of Police) hired on or before June 30, 2006 may at any time voluntarily elect to participate in the Waterford Township General Retirement System Deferred Retirement Option Plan (hereinafter "DROP") after attaining the minimum requirements for a normal service retirement/pension. Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of the Employee's monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the DROP Date. During participation in the DROP, the Participant continues with full employment status, receives all future promotions and benefit/wage increases, and is considered an employee of the Township, not a retiree. The Participant's DROP Benefit shall be credited monthly to the Participant's DROP Account which shall be established within the Waterford Township General Retirement System (the "General Retirement System"). The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the General Retirement System (the "Retirement Board"). Upon termination of employment, the retiree shall begin to receive payment(s) from his/her individual DROP Account as described herein. The DROP payment(s) are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of the participation in the DROP.

#### **B. ELIGIBILITY:**

Effective January 1, 2008 any member of the bargaining unit hired on or before June 30, 2006 may voluntarily elect to participate in the DROP at any time after attaining the minimum requirements for a normal service retirement/pension. The Parties agree and acknowledge that the DROP Plan was eliminated effective July 1, 2016 and no employees shall be allowed to participate in the program except as noted below. Effective July 1, 2016 the last five (5) eligible employees shall be allowed to participate. Their names are listed in attachment to this document.

**C. PARTICIPATION PERIOD:**

The maximum period for participation in the DROP is five (5) years (the “Participation Period”). There is no minimum time period for participation. An Employee shall cease DROP Participation within five (5) years from the date of their entering the DROP. Notwithstanding said five (5) year maximum participation period, it is expressly understood that DROP Participation shall be terminated no later than the first of the month following the DROP Participant’s completion of his or her 33<sup>rd</sup> year of employment.

Upon expiration of the DROP Participation Period, the Participant’s monthly pension benefit otherwise payable to their DROP Account shall be discontinued until termination of employment and they will accrue no additional retirement benefits in the General Retirement System. Interest on the DROP Account however, will continue to accrue during such forfeiture period. Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to their DROP Account and shall be eligible for distribution of their DROP Account Balance in accordance with Section I herein.

**D. ELECTION TO PARTICIPATE:**

Once commenced, participation in the DROP program is IRREVOCABLE (except as specifically provided in Subsection L herein). An Employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Retirement Board. The Retirement Board shall review the application within a reasonable time period and make a determination as to the Employee’s eligibility for participation in the DROP. On the Employee’s effective DROP Date, he or she shall become a DROP Participant and shall cease to accrue additional retirement benefits otherwise credited to active members of the General Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as the Participant’s DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection L). Except with regard to the retirement benefits expressly provided herein, DROP Participant’s will continue with full employment status with all rights and privileges afford to employees of the Fire Department and this bargaining unit, including, but not limited to, future

promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

**E. DROP BENEFIT:**

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection F and/or actuarial reductions as a result of the Employee electing an Optional form of benefit under the Plan, if applicable). The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may at the time of the DROP Election elect to receive his or her benefit in the form of the Plan's Option I or Option II Benefit and nominate a named beneficiary in accordance with the General Retirement System provisions.

The term "spouse" for purposes of benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married to on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retirant was legally married on both the effective date of termination of DROP Participation and the retirant's date of death provided such death occurs after termination of DROP Participation. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended, (MCL§38.1701, et seq.).

**F. ANNUITY WITHDRAWAL:**

An Employee who elects to participate in the DROP (and correspondingly, cease to accrue additional retirement benefits otherwise credited to active members of the General Retirement System) may elect the Annuity Withdrawal Option provided by the General Retirement System at the time of election DROP participation. The Annuity Withdrawal Option and all other retirement options under the General Retirement System which are available to Retirement System Members shall only be available to DROP Participant at such time as he or she elects DROP Participation.

The Annuity Withdrawal Option election shall be made commensurate with the Participant's DROP election, but not thereafter, and the Annuity Withdrawal amount at time of DROP will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as the Employee's month retirement benefit from the General

Retirement System after termination of employment. The Annuity Withdrawal amount (accumulated contributions) shall be withdrawn from the General Retirement System at the time of termination of employment and shall not be subject to withdrawal by a DROP Participant at the time of DROP Election.

DROP Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

At the time of the Annuity Withdrawal Option election, if an Employee is electing a straight life form of benefit with no qualifying spouse, the annuity withdrawal reduction computation is based in-part upon the actuarial life expectancy of the Employee (rather than the life expectancies of both the Employee and qualified spouse). There shall be no adjustment to the benefits payable to the DROP Participant/Retiree upon the subsequent marriage of a qualifying spouse. In the event such spouse (i.e. qualified after calculation of the annuity withdrawal election), subsequent qualifies for benefits payable by the General Retirement System, said benefits shall not be adjusted based upon the Employees' Annuity Withdrawal Option election.

**G. DROP ACCOUNTS:**

For each DROP Participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest, the Participant's DROP Benefits. All individual DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Retirement Board in the same manner as the primary pension fund. DROP Interest for each DROP Participant shall be based upon the prior calendar year's market rate of investment return on the total assets in the General Retirement System portfolio but in no event shall DROP Interest be greater than 4.0% or less than 0% per annum compounded monthly. If the Retirement System earns more than 4.0% then DROP Interest will be 4.0% and if the Retirement System earns less 0% then the DROP Interest will be 0%. DROP Interest will be credited on the first day of each month on the prior month's principal and interest balance. [By way of example, the following illustration is provided: The Retirement System's market rate of investment return for calendar year 2009 is 8.5%. The DROP Interest rate for calendar year 2010 will be 4.0% per annum compounded monthly (e.g. .333% monthly). A member's DROP

Account Balance of February 1, 2010 is \$12,500 (including principal and interest). On March 1, 2010, the member's DROP Account will be credited with \$41.66 in interest.] The Retirement Board shall provide each participant with an annual statement of their account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting records of the General Retirement System and not to the actual segregation of moneys in the funds of the General Retirement System.

**H. CONTRIBUTIONS:**

The employee's contribution to the General Retirement System shall continue during DROP Participation for each employee entering the DROP irrespective as to whether the Annuity Withdrawal Option is elected at the time of DROP. These employee contributions shall be in the same amount and shall be credited with interest in the same manner as non-DROP members of the General Retirement System.

For those DROP Participant's that elected the Annuity Withdrawal Option at time of DROP, their total accumulated contributions (including employee contributions and interest paid during DROP Participation) shall be paid to the employee upon termination of employment. There shall be no further Annuity Withdrawal reduction applicable to the employee contributions and interest earnings thereon made during DROP Participation. For those DROP Participant's that did not elect the Annuity Withdrawal Option at the time of DROP Participation, the employee contributions and interest earnings thereon shall be paid to the employee upon termination of employment without any reduction in benefits.

The payroll of DROP Participants will be included in the covered compensation upon which regular Township employer contributions to the General Retirement System are based. Employer contributions shall be credited to the Retirement System and not any individual's DROP Account.

**I. DISTRIBUTION OF DROP FUNDS:**

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination of, the following distribution methods to receive payment(s) from his or her individual DROP Account:

1. A total lump sum distribution to the recipient.
2. A partial lump sum distribution to the recipient.
3. A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.
4. An annuity payable for the life of the recipient.
5. No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law.

A former Participant may change their distribution method as may be applicable no more than once per annum prior to June 30<sup>th</sup> of each year in accordance with such procedures and time guidelines as adopted by the Retirement Board. A former Participant may elect a total lump sum distribution of any remaining balance in their DROP Account at any time after termination of employment which will be paid within 90 days after receiving the member's request. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than April 1 following the later of:

1. The calendar year in which the Member attains age 70 ½, or
2. The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 (or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)), then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the Former Participant.

**J. DEATH DURING PARTICIPATION:**

Except as otherwise provided in Subsection L, if an Employee participating in the DROP dies either: (i) before full retirement (i.e. before termination of service); or (ii) during full retirement (i.e. after termination of service) but before the DROP account balance has been fully paid out, the Participant's designated beneficiary(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect



from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's beneficiary of benefits from the General Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the General Retirement System shall be determined as though the DROP Participant had separated from serviced on the day prior to the Participant's date of death.

**K. DIABILITY DURING DROP PARTICIPATION:**

Except as otherwise provided in Subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a Dispatcher in accordance with the provisions of the General Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had retired and terminated employment during the Participation Period. Application and determination of disability shall be conducted in accordance with the General Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the General Retirement System, except as specifically provided in Subsection L.

**L. DISABILITY DURING DROP PARTICIPATON:**

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently 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 Employee's employment with the Township, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the Employee from the Participant's DROP account or payment of disability or retirement benefits to the Employee from the Retirement System. If a DROP Participant dies in the line of duty while in the employ of the Township, the DROP Participant's eligible survivors (i.e., survivors qualified under the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP account or payment of benefits from the General Retirement System. If a DROP election revocation is made as prescribed by this

Subsection, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the General Retirement System as if a DROP election had not been made. In the event of revocation of a DROP election had not been made for retroactive payment of employee contributions which would otherwise have been paid by the Employee to the Retirement System and the Employee shall receive service credit for all service rendered during DROP participation or as otherwise provided in the applicable collective bargaining agreement.

**M. RE-EMPLOYMENT:**

In the event a former DROP participant is re-employed by the Township in the capacity of a MAP Dispatchers member, the employee shall not be eligible for membership in the General Retirement System or participation in the DROP. Retirement benefits payable from General Retirement System shall continue during such period of re-employment. The Township may extend participation in an alternate retirement plan (e.g. Defined Contribution Plan) during such period of re-employment.

**N. DROP COST:**

The Township and those applicable collective bargaining associations who agree to adopt the DROP Program intend for the DROP program to be essentially cost neutral (i.e.,  $\pm$  .2% of covered payroll). The parties recognize the complexity in estimating the actual cost impact of the DROP on the General Retirement System. Accordingly, after a 10-year period from the establishment of the DROP, the Retirement Board will direct that the Retirement System's Actuary conduct an evaluation as to the cost impact of the DROP on the Retirement System. In the event that the actuary determines that the DROP has had a positive cost to the Retirement System (i.e.,  $>$  .2% of covered payroll), the DROP shall be amended in such manner as recommended by the Actuary and approved by the parties to result in an essentially cost neutral program.

**O. I.R.C. COMPLIANCE:**

The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained in the Internal Revenue Code of the United States. Any

provision of the DROP, or portion thereof that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

The Waterford Township General Retirement System consists of a defined benefit plan. The DROP Account shall be established as part of the defined benefit plan of the Retirement System or such other plan as the Retirement Board and the union shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

**ARTICLE 34**  
**TUITION REIMBURSEMENT**

**34.1:** The Township will reimburse an employee for costs of tuition and textbooks under the following terms and conditions:

- A.** All courses must be approved in advance by the Human Resources Director.
- B.** An employee must be enrolled in an educational program, from an accredited school, college or university, in a field related to their Township job, that will provide required expertise to the Township.
- C.** An employee must satisfactorily complete the course with a “C” average or better (or the equivalent of a “C” average if numerically grading system.)
- D.** Reimbursement will be made upon submission of evidence of satisfactory completion of each course to the Township.
- E.** Attendance at classes shall not, at any time, interfere with the normal work shift of an employee.
- F.** An employee shall reimburse the Township for costs paid by the Township if the employee quits employment with the Township after completion of the course which the employee is reimbursed in accordance with the following schedule:

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

**ARTICLE 35**  
**RATIFICATION**

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

**ARTICLE 36**  
**CLASSIFICATION AND WAGES**

**36.1:** Wages shall be as set forth in the attached Schedule "A".

**36.2:** Salary increments for all newly hired full time dispatchers shall be as follows:

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

**ARTICLE 37**  
**MANAGEMENT RIGHTS**

**37.1:** It is understood and agreed that the employer has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.

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

**37.3:** **Subcontracting:** The Township agrees that there will be no subcontracting of Dispatch under this contract.

**ARTICLE 38**  
**MAINTENANCE OF STANDARDS**

**38.1:** The employer agrees that all customary and usual conditions of employment in its individual operation relating to general working conditions and other customary and usual conditions of employment excluding wages and hours of work, shall be maintained

at not less than the highest standards in effect at the time of the signing of this Agreement, conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error. No other employee shall be bound by the voluntary acts of another employee when he/she may exceed the terms of this Agreement.

- 38.2:** Any disagreement between the Union and the Employer with respect to this matter shall be subject for the grievance procedure.
- 38.3:** 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.

**ARTICLE 39**  
**DRUG TESTING**

**The Drug Testing Policy for this agreement was determined through Arbitration: Case No.: D11 I-1069; Arbitrator J. Lax:** Using a Standard of Reasonable Suspicion.

**ARTICLE 40**  
**SAVINGS CLAUSE**

- 40.1:** If any Article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such Article or sections to persons or circumstances other than those as to which it has been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 40.2:** In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or

section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this contract to the contrary.

**ARTICLE 41**  
**DURATION**

- 41.1:** This Agreement shall become effective as of January 1, 2016 and shall continue in full force and effect until 11:59 p.m., December 31, 2018.
- 41.2:** If either party desires to terminate this Agreement it shall, sixty (60) days prior to the termination date, give written notice of termination. If either party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination, withdraws the same prior to termination date, the Agreement shall continue in effect year to year thereafter subject to notice of termination of either party on sixty (60) days written notice prior to the current years termination dates.
- 41.3:** If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to August 1<sup>st</sup> of each year, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice to modify or change this Agreement has been given in accordance with this paragraph, the Agreement may be terminated by either party on ten (10) days written notice of termination prior to termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

**41.4: Notice of Termination or Modification** Notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, and if to the employer addressed to Charter Township of Waterford, 5200 Civic Center Drive, Waterford, MI 48329; or to any such address as the Union or the Employer may make available to the other.

**MICHIGAN ASSOCIATION OF POLICE**

**CHARTER TOWNSHIP OF WATERFORD**

\_\_\_\_\_  
**Fred Timpner, MAP Representative**

\_\_\_\_\_  
**Gary Wall, Township Supervisor**

**WATERFORD TWP  
DISPATCHERS ASS'N**

\_\_\_\_\_  
**Sue Camilleri, Township Clerk**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Vice President**

\_\_\_\_\_  
**Secretary/Treasurer**