

**MEMORANDUM OF UNDERSTANDING
BETWEEN WATERFORD TOWNSHIP AND WATERFORD TOWNSHIP
PATROL OFFICERS ASSOCIATION (MAP)**

It is agreed between the Charter Township of Waterford ("Township") and the Waterford Township Patrol Officers Association, Michigan Association of Police ("WTPOA" or "MAP" or "Union") that this Memorandum of Understanding regarding the hiring by the Township of part-time police officers shall be effective upon the ratification by MAP Union membership and approval of the Waterford Township Board of Trustees and shall continue until the termination of a new CBA entered into by the parties or until and unless the Employer fails to ratify a tentative agreement approved by the union for a successor Agreement whichever comes first.

- a. Two laid off Waterford Patrol Officers shall be rehired as Full Time (FT) Officers prior to the hiring of Part Time (PT) Officers and these re-called officers shall be entitled to full contractual benefits with the exception that they shall receive a reduced pension multiplier of 1.5% from date of recall until January 1, 2013 when their pension multiplier shall be returned to the pension multiplier they were entitled to at the time of lay-off.
- b. The remaining laid off FT Officers shall be offered the PT positions in reverse order of being laid off prior to the hiring of new PT employees.
- c. Upon offering all laid off Waterford Patrol Officers a PT officer position and no laid off officers, or an insufficient number, accept such position(s), the Township may hire PT officers from outside the layoff list provided that these officers shall be MCOLE certified and hired in accordance with the provisions of Act 78.
- d. In the event of future Police Department lay-offs, Detention Officers shall be laid off first, then PT officers followed by FT officers. All lay-offs shall be in accordance with seniority, meaning that the last hired shall be first laid off.
- e. PT officers will be required to adhere to the same requirements as FT officers and in compliance with the current job description provided, however, that PT officers shall be limited to patrol duties excluding all other special assignments.
- f. PT officers, except for laid off Waterford officers who will not serve a probationary period, will be on probation until they have reached 2500 hours of employment. Until completion of their probationary period, PT officers will be "At Will Employees". Upon successful completion of their probationary period, PT employees shall only be disciplined or discharged for cause and shall have full contractual rights to the grievance procedure.
- g. The maximum number of PT officers shall be 25% of the number of full time WTPOA-MAP MCOLES certified patrol officers.
- h. Under normal circumstances, PT officers shall only be scheduled for a maximum of 24 hours per week and no more than 1248 hours in a calendar year. Special circumstances, such as unanticipated court time or other emergencies may result in a PT officer working more than

24 hours in a week but that PT officer's subsequent work schedule shall be adjusted to compensate for the extra hours worked.

- i. PT officers shall not be used to supplement Special Details/OT opportunities for the FT Road Patrol Officers.
- j. The hourly rate of pay for laid-off Waterford officers hired as PT officers shall be the hourly rate they would have been entitled to as full-time officers.
- k. The hourly rate of pay for non-laid-off Waterford officers hired as PT officers shall be:
 - 1. First 1,000 hours 85% of officer wage
 - 2. 1,000 – 2,000 hours - 90% of officer wage
 - 3. 2,000 – 3,000 hours - 95% of officer wage
 - 4. 3,000 or more -100% of officer wage
- l. PT officers shall not be entitled to any fringe benefits otherwise provided for in the CBA between the Township and the Waterford Patrol Officers Association – Michigan Association of Police.
- m. PT officers shall be members of the Waterford Patrol Officers Association – Michigan Association of Police.
- n. In all other respects, the terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect.

CHARTER TOWNSHIP OF WATERFORD



Carl W. Solden, Township Supervisor




Louis Feurino, Human Resources



Daniel T. McCaw, Chief of Police

WTPOA and MICHIGAN ASSOC. OF POLICE



Fred Timmer, MAP Executive Director



Michael Harris, WTPOA President



Al Knapp, WTPOA Vice President



Chris Bell, WTPOA Secretary



Chris Fritz, WTPOA Treasurer

Letter of Intent

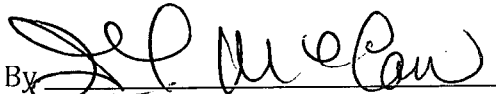
The purpose of this letter of intent is to clarify the intent of the parties, in part, of the agreed upon Memorandum of Understanding entered into on August 27, 2012 regarding the use of Part-Time Police Officers in regard to the issue of additional and appropriate time off for patrol officers.

Among the other considerations outlined in the Memorandum of Understanding regarding Part-Time Police Officers, part of the intent of the program is to permit at least two officers per shift to be off on vacation/compensatory leave/personal business in accordance with the terms of the Collective Bargaining Agreement and the personnel needs and staffing of the Police Department.

Officers off on Worker's Compensatory Leave, disability leave and other medical leave will not be counted against the two officers off on vacation/personal business/compensatory leave nor shall supervisory personnel be included in determining when two officers shall be allowed time off on vacation/compensatory leave/personal business leave.

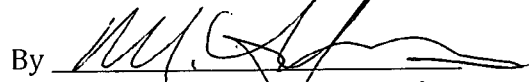
Both parties understand that the Department is in the profession of Law Enforcement and that in times of emergencies or other bona fide staffing requirements, leaves may be denied or cancelled.

WATERFORD POLICE DEPARTMENT

By 
Dan McCaw, Chief of Police

9-13-12

WATERFORD PATROL OFFICERS
ASSOCIATION

By 
Michael Harris, WPOA President

9-17-12