

WATERFORD TOWNSHIP
AND
MICHIGAN ASSOCIATION OF POLICE
TENTATIVE AGREEMENT

May 22, 2022

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1. Duration – 4 years.

2. Wages:
1/1/2022, 2.25%
1/1/2023, 2.25%
1/1/2024, 2.5%
1/1/2025, 3.0%

As part of a comprehensive agreement, the Township would eliminate the start rate 1/1/2022 and modify pay scale to be: Start; 6 months; 1 year; 2 years; and 3 years. Members of the bargaining unit will be adjusted accordingly on that date.

3. 8.1 Correction: Replace “for” with “by.”

4. 9.8 Remove: Requirement to hold less than a 5-day suspension in abeyance pending appeal.

5. 9.9 Same as above.

6. 9.10 Same as above.

7. 11.7 (E): Replace “days off” with “leave day selections.”

8. Article 13. Employer agrees the Union proposes all employees who “physically” work the listed holidays shall be compensated at the rate of time and a half (1.5) for that workday: New Year’s Eve, New Year’s Day, Memorial Day, Thanksgiving, Christmas Eve, Christmas Day.

9. 13.2 Add: “adjusted.”

10. 14.1 Change: “15.2” to “14.2.”

11. 18.7 modified to read:
"Should the Employee exhaust their paid sick time bank prior to September 30th and are on an extended leave of absence, they shall be allowed to use vacation, personal leave or compensatory time off to cover that illness or injury. Employees on Family Medical Leave must use any available paid time off above 40 hours to cover their medical leave."
12. 18.8 Correction: Add "the" in first sentence, after the word "effect."
13. 20.1 Change: FMLA from "calendar year" to "rolling one year period."
14. Article 29.2(D). The Township agrees changing "Merrill Lynch Bond Index" and replacing it with "Bloomberg Barclay's Government/Credit Index" in regards to computing annuity withdrawal with other Unions' agreements.
15. Article 29.13. The Township agrees to the following changes:
 - During the 3rd year (January 1, 2024) of the duration of the upcoming Collective Bargaining Agreement, the Employee shall contribute 4% to the Defined Contribution with the Employer contributing 13%; and
 - During the 4th year (January 1, 2025) of the duration of the upcoming Collective Bargaining Agreement, the Employee shall contribute 5% to the Defined Contribution with the Employer contributing 14%.
16. Article 30. The Township agrees to the Union proposal. Union proposes adding a Shift Premium to match what the current dispatchers receive effective upon ratification.
 - Eighty cents (\$.80) per hour for afternoon shift.
 - One dollar and fifteen cents (\$1.15) for midnight shift.
17. 30.3 (a) Remove the word "patrol" before "investigator," throughout 30.3.
18. Union requests that all MOUs remain as Appendixes in CBA or be placed in an applicable Article within CBA. The exception would be "Appendix D" which would be deleted, and the new language agreed to by both parties on 12/17/21 be placed as Article 14.11.
19. In regards to the LOU of newly hired Police Officers. The Union agreed to LOU with the following and the Township agreed:

- The LOU expires at the end of the future CBA. (Duration)
- The Union requests that PA 78 still pertain to all future promotions within the bargaining unit.
- The Union requests to add language that all new hires cannot be assigned to the following positions prior to completing their probationary period:
 - Detective
 - School Resource Officer
 - DEA
 - NET
 - Auto Theft Task Force
 - Any future specialized units or task forces
- One member of the oral board will be a member of the bargaining unit selected by the Union.

20. Part-Time Correctional Officers. The Township is willing to provide each of the two bargaining unit members 40 hours of PTO time annually. Time off will be subject to approval by the Department. The Township will provide 40 hours for this calendar year for those two individuals and then another 40 hours effective January 2023 and each January thereafter.

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SUPPLEMENTAL LETTER OF UNDERSTANDING

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

The Parties agree to modify the CBA and remove the LOI from the CBA to reflect the following:

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

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

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

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

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

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