

Waterford Professional Fire Fighters Ass'n
Tentative Agreement

The Charter Township of Waterford and the Waterford Professional Fire Fighters Association, IAFF Local 1335, hereby agree, subject to ratification by the Township and by the Union, to a new successor contract for the term January 1, 2022 through December 31, 2025 consisting of all terms and provisions of the parties' 2016-2018 CBA, as amended by the parties' 1-Year agreement for 2019, as further amended by the parties' 1-Year agreement for 2020, and as further amended by the parties' 1-Year agreement for 2021, with the following modifications:

1) Duration:

Modify Article XXVII Duration article in Section 1 to show dates of January 1, 2022 through December 31, 2025; modify Section 2 to show date of August 31, 2025.

2) Wages:

Wages for all positions/classifications in effect as of December 31, 2021 to be increased as follows -

Eff. 1/1/22 - 3% increase (fully retro to 1/1/22; retro checks to be issued as soon as possible, and no later than October 31, 2022)

Eff. 1/1/23 - 2% increase

Eff. 1/1/24 - 2% increase

Eff. 1/1/25 - 2% increase

Update Wage Appendix accordingly.

3) Add New Article entitled “EMS Licensure” providing as follows:

“Employees must maintain EMS licensure as a condition of employment, subject to the following:

1) In the event an employee’s EMS license is not renewed because of a testing issue or administrative matter, the Township will provide the employee a reasonable amount of time to restore licensure status.

2) Up to and until the time that Oakland County Medical Control Authority or the State of Michigan issue a final determination resulting in the suspension or loss of the employee’s EMS license, the employee will continue actively working notwithstanding pending proceedings or a provisional order. In the event the employee’s EMS license is suspended or lost due to a final determination made by Oakland County Medical Control Authority or the State of Michigan, the employee shall be placed on an unpaid leave of absence, but with health insurance, seniority, and other benefits continuing. In the event that the employee appeals the final determination by the County or the State under which the employee’s license was suspended or lost, the employee will remain on the above-described unpaid leave of absence during such time that he/she is not in possession of a license. This provision does not prevent the Township from issuing discipline to the employee, subject to the terms of this agreement.”

4) DC/RHSA for Employees Hired after January 1, 2012:

Replace the last two paragraphs of Section 8 of Article XXIII with the following:

“Employees hired on or after January 1, 2012 shall not be covered by the existing Defined Benefit Act 345 pension plan (hereinafter referred to as DB), and shall not be covered by the Article XVII Retiree Insurance benefit. Employees hired on or after January 1, 2012 shall instead be covered by the Defined Contribution pension plan (hereinafter referred to as DC) and the Retiree Health Savings Account plan (hereinafter referred to as RHSA), which shall, in combination be funded by a Township contribution totalling 18% of the employee’s base wage, and allocated as

follows:

15% to DC
3% to RHSA

The Township contribution to the DC pension shall be increased from 15% as follows:

Eff. 8/1/2022:	16% to DC
Eff. 1/1/2023:	17% to DC
Eff. 1/1/2024:	18% to DC

A mandatory employee contribution of 5% on base wage to the DC pension shall be effective 8/1/2022.

Employees hired prior to ratification of the 2022-25 CBA shall continue to be immediately fully vested in both the DC and the RHSA plans. Employees hired after ratification of the 2022-25 CBA shall be subject to a three (3) year vesting schedule as follows:

After 1 Year of Service:	1/3 vested in DC and RHSA
After 2 Years of Service:	2/3 vested in DC and RHSA
After 3 Years of Service:	Fully vested in DC and RHSA

All employees covered by the DC and RHSA shall be allowed to make such additional employee contributions to the DC and/or RHSA up to IRS limits. All employees covered by the DC and RHSA, if disabled for duty-related reasons, shall be entitled to Township-paid continuation of pay and benefits for up to twelve (12) consecutive months, less any worker's compensation benefits that are received by the employee, in accordance with Article XVI, Section 4. In addition, all employees covered by the DC and the RHSA are entitled to Duty Disability benefits as set forth in Section 10 of Article XXIII."

5) Food Allowance:

Modify Article VII, Section 9 to increase food allowance to \$1,800 to be effective 2022.

6) Vacation:

- Article X, Section 3(A) to be modified as follows:
“A. Vacation Draw shall take place as follows -
1) Vacation Draw for March - December Picks: First and Second Choice picks shall be done between January 1 and January 15. Third Choice picks may be submitted on January 16 at 0800 hours, and will be approved in order of submission.
2) Vacation Draw for January - February Picks: First and Second Choice picks shall be done between December 1 and December 15. Third Choice picks may be submitted on December 16 at 0800 hours, and will be approved in order of submission.
Employees are eligible to be awarded only one (1) First Choice vacation and one (1) Second Choice vacation per calendar year.”
- Add a new Section 7 to Article X providing as follows:
“Between December 1 and December 15 of each year, an employee may opt to have the Township pay for up to 48 hours of unused vacation; payment to be made by the Township no later than December 31.”

7) Vision Insurance:

Add a new Section 11 to Article XVII providing as follows:

“Section 11.

Effective no later than September 1, 2022, the Township shall provide to bargaining unit employees the same vision insurance benefit that is provided to other Township employees.”

8) Compensatory Time:

Modify Article VII, Section 8(A) to provide as follows:

“A. An employee may elect to accumulate compensatory time, in lieu of monetary payment for overtime worked, and shall be entitled to one and one half (1-1/2) hours off with regular pay for each one (1) hour of overtime accumulated, provided however, that an employee may earn not more than one hundred forty four (144) hours of compensatory time annually. In the final pay period in December of each year, the employee shall be paid for all unused compensatory time, except that the employee may opt to carry over into the next calendar year up to a maximum of ninety-six (96) hours of unused compensatory time. Should a member choose to carry over unused compensatory time into the next calendar year, this shall not limit their ability to earn up to one hundred forty four (144) hours of compensatory time in the next calendar year.”

9) Sick Time:

- Add at the end of Article XII, Section 1(A):
“Effective September 2022, the annual payout for 40-Hour employees shall be for unused sick hours in excess of 200 hours as of September 30 of each year, and unused sick hours in excess of 200 will roll-over. Payout to be applied to the last pay of October.”
- Add at the end of Article XII, Section 1(B):
“Effective September 2022, the annual payout for 24-Hour employees shall be for unused sick hours in excess of 360 hours as of September 30 of each year, and unused sick hours in excess of 360 will roll-over. Payout to be applied to the last pay of October.”

10) Annuity Withdrawal:

Modify first sentence of Article XXIII, Section 2(D) to provide as follows:

“The parties agree that the Bloomberg Barclay’s Government/Credit Index will be used for the purpose of computing the annuity withdrawal option.”

11) Incorporate February 2022 Grievance Settlement in the CBA:

- Add a new Section 8 to Article XII providing as follows:

“Section 8. The Township shall provide all employees with a Short Term Disability insurance plan having the following features:

A. Benefit commencing the 1st calendar day of disability for accident, or for illness resulting in overnight hospitalization; otherwise commencing the 8th calendar day of the disability.

B. Providing a benefit of 80% of the employee’s normal base wage for the first sixty (60) calendar day; employees may choose to supplement the benefit to 100% pay by utilizing a pro rate amount of accrued paid time off to do so, or may choose not to supplement; whether the employee chooses to supplement or not, the employee will continue to accrue additional sick and vacation time for the first 66 days of the disability.

C. Thereafter providing a benefit of 60% of the employee’s normal wage from the 61st calendar day through the 180th calendar day; employees may choose to supplement the benefit to 100% pay by utilizing a pro rate amount of accrued paid time off to do so, or may choose not to supplement; the employee may choose to supplement even if he/she chose not to supplement while previously receiving the 80% short-term disability benefit. If the employee chooses not to supplement the 60% short-term disability at all, the employee will not accrue additional sick and vacation time after the first 66 days of disability. If the employee does choose to supplement the 60% short-term disability benefit, the employee will accrue additional sick and vacation time for the period supplemented.

D. When an employee does choose to supplement the 60% and/or the 80% short-term disability benefit, the employee is entitled to choose what accrued time banks shall be utilized and where the member opts to use multiple accrued time banks to supplement, in what order those banks will be utilized. The "IAFF Short-Term Disability Benefit Supplementation Form" attached as Appendix ____ shall be utilized for purposes of supplementing the 60% and/or the 80% short-term disability benefit.

E. Regardless of whether the employee chooses to supplement or not, periods during which the employee receives the 80% short-term disability benefit, and periods during which the employee receives the 60% short-term disability benefit, are not "non-paid leaves" so as to cause any adjustment of seniority under Article XI, Section 1."

- In Article XIII (Long Term Disability), replace Section 1 (A) through (D) with the following:

"Section 1 - ELIGIBILITY AND BENEFITS

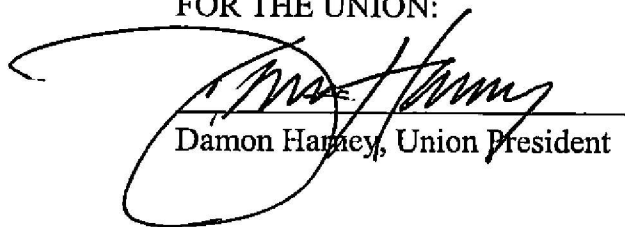
The Township shall provide all employees with a Long Term Disability insurance plan covering disabilities commencing the 181st calendar day through normal social security age, at 60% of covered monthly earnings (maximum benefit \$5,000/month), and coordinating with other income benefits as set forth in the LTD insurance policy. Paid leave time cannot be used to supplement the Long Term Disability benefit. Periods during which an employee receives the Long Term Disability benefit is not a "non-paid leave" so as to cause any adjustment in seniority under Article XI, Section 1."

FOR THE TOWNSHIP:



Mark Simlar, HR Director

FOR THE UNION:



Damon Hamney, Union President