

WATERFORD TOWNSHIP

AND

**IAFF, WATERFORD PROFESSIONAL
FIRE FIGHTERS, ASSOCIATION 1335**

TENTATIVE AGREEMENT

July 31, 2017

**WATERFORD TOWNSHIP
AND**

**IAFF, WATERFORD PROFESSIONAL
FIRE FIGHTERS, ASSOCIATION 1335**

TENTATIVE AGREEMENT

July 31, 2017

The Township of Waterford (hereinafter "Township") and the Waterford Township Fire Fighters Ass'n, IAFF Local 1335 (hereinafter "Union"), hereby agree, contingent upon ratification by the Township and the Union, to a successor collective bargaining agreement containing all provisions and attachments to their 2013-2015 collective bargaining agreement, except as provided herein:

1. Duration - 3 years.

January 1, 2016 - December 31, 2018; modify dates in Article XXVIII accordingly.

2. Article XVII - Hospitalization Coverage -

- i. Add a new Section 11 to Article XVII titled 'Language for Health Care Reform' and providing as follows:

- "A. The Township will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001] or any actions taken in repealing or modifying the statute. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.

- B. The Township or the Union may reopen the Collective Bargaining Agreement to address repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare law or actions taken by the State legislature regarding retiree healthcare issues; provided, however, that neither party shall propose changes in insurance plans that would take effect prior to the end of the then-current insurance contract year."

- ii. Add the following at the end of Article XVII, Section 3(A):

- "All eligible employees retiring after December 31, 2017 will receive the base PPO healthcare benefit set forth in Article XVII, Section 2 in effect at the time of their retirement subject to: Should prescription benefits change for active employees, the Township, at its discretion, may provide the same benefits to eligible retirees that are provided to active employees."

3. Modify Article VII – Wages – Section 1(B) to provide as follows:

“Exhibit A shall reflect:

Effective January 1, 2016 a 2% across-the-board wage increase for all positions/classifications (retroactive to 1/1/16 if still working or retired). In addition, the annual wage for Battalion Chief and Fire Marshal shall be increased an additional \$500 (retroactive to 1/1/16 if still working or retired).

Effective January 1, 2017 a 2% across-the-board wage increase for all positions/classifications (retroactive to 1/1/17 if still working or retired). In addition, the annual wage for Battalion Chief and Fire Marshal shall be increased an additional \$1,000 (retroactive to 1/1/17 if still working or retired).

Effective January 1, 2018 a 2% across-the-board wage increase for all positions/classifications. In addition, the annual wage for Battalion Chief and Fire Marshal shall be increased an additional \$500.

Active SAFER grant employees will be included in the retro payments.

Article VIII – Hours of Employment -

Section 2, Paragraph 1 – Trading of Days - Remove “or the engineer on duty at Station 1” in the second sentence; delete in its entirety the third (last) sentence.

4. Add a new Section 5 to Article VIII titled ‘Out of Class Pay’ and providing as follows:

“If the Senior Driver/Engineer at a fire station is placed in the position of ‘officer in charge of a station’, for equal or more than eight (8) consecutive hours worked, except FS-4, for each such shift he/she will be compensated with out of class pay at a rate of \$40 for each such shift. SAFER grant employees are not eligible to work as ‘officer in charge of a station’ and not eligible to receive out of class pay.”

5. Article XII, Section 1: Eliminate unlimited sick time effective September 1, 2017; modify Article XII, Section 1 to provide as follows:

“Effective September 1, 2017, each employee shall accrue paid sick time, and be paid for unused sick time annually, as follows:

- 40 Hour Employees – Initial bank of 48 hours on September 1, 2017, plus three (3) hours every biweekly pay period ending after September 1, 2017. Annual payout for unused sick hours in excess of 120 hours as of September 30th, 2018 and every September 30 thereafter; payout to be applied to the last pay in October 2018 and every October thereafter.
- 24 Hour Employees – Initial bank of 120 hours on September 1, 2017, plus 4.62 hours every biweekly pay period ending after September 1, 2017. Annual payout for unused sick hours in excess of 216 hours as of September 30th, 2018 and every September 30 thereafter; payout to be applied to the last pay in October 2018 and every October thereafter.

- Upon separation, employee will be paid for all unused hours earned as of the date of separation.

Sick leave shall be defined to mean illness or incapacity to perform his/her duties. Serious illness of husband or wife or child shall warrant use of sick leave by the employee, after arrangements have been made with his/her immediate supervisor, provided that this is restricted to eight (8) working days in a calendar year.

In the event of birth of a child an employee shall be allowed one day of sick leave provided that day is taken within 48 hours from the time of birth."

6. Article VI Section 4(A) – Probation - Add a second sentence as follows:

"For any period of time that the new hire employee is unable for any reason to work for 30 or more consecutive calendar days, his/her probationary period will be extended for an equal period of time."

7. Duty Disability-

A duty disability pension shall be as provided in section 6(2)(B) of Act 345 of Public Act of 1937, except the disability benefit to age 55 shall be based on 62.5%. At age 55 the pension shall be converted to a regular service pension consistent with Public Act 345 of 1937, with applicable multipliers as provided in this agreement, and with pension service credit as provided under Public Act 345 of 1937.

A Duty Disability Pension provision is provided for Defined Contribution Plan members.

- a. Upon the application of a member or the member's department head, a member who becomes totally 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 member's employment by the municipality shall be retired by the retirement board consistent with Act 345.

The Township's liability for the disability benefit shall be offset by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability- related separation from service.

- b. Upon the employee's disability-related separation from service, the employee will elect whether to draw on the balance in the DC account to supplement the employee's net disability pay.

(NOTE: It is understood and agreed by the parties that the above is agreed to notwithstanding the parties' Pension Moratorium agreement dated 1/6/12, but does not otherwise operate as a waiver of or otherwise vitiate the Pension Moratorium agreement dated 1/6/12, which shall be attached to the successor 2016-2018 collective bargaining agreement.)

9. Clean-Up:

- In Article XXIII, Section 8, delete the following language in the second paragraph:

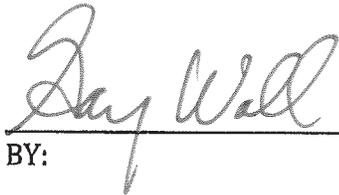
“and shall be covered by an own occupation health care plan that is agreed upon by the township and the Union (see existing plan as an attached addendum). This plan may change from time to time if either party finds a better plan with better coverage at a cost that is acceptable to each party.”

- Add a new Section 12 to Article XVII titled “Group LTD Insurance Policy” and providing as follows:

“All members shall continue to be covered by the Standard Insurance Company Group Long Term Disability Insurance Policy No. 154370-A, or a replacement policy providing equal or greater benefits.”

10. The parties agree that this Tentative Agreement does not resolve all of the issues between the parties, and that a number of unresolved issues concerning health insurance will be submitted pursuant to Act 312 Arbitration; all other issues are resolved.
11. The parties agree that the Act 312 Arbitration process and petition will not delay implementation of this Tentative Agreement and all of its provisions, including retroactive pay.
12. The parties agree that upon issuance of the Act 312 Arbitration Award, the Award will be incorporated into a final collective bargaining agreement which incorporates the changes set forth in this Tentative Agreement as well as the changes from the Act 312 Award.
13. The parties agree that this Agreement does not expand the jurisdiction of an Action 312 Panel.
14. The parties agree that this Tentative Agreement is the document that shall be utilized for purposes of ratification by the Township and by the Union.

WATERFORD TOWNSHIP


BY: _____ DATE 9/11/17

WATERFORD PROFESSIONAL FIRE FIGHTERS
ASSOCIATION, LOCAL 1835


BY: _____ DATE 9/11/17