

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWNSHIP OF WHITE LAKE**

**AND**

**WHITE LAKE TOWNSHIP POLICE OFFICERS ASSOCIATION/  
POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**JANUARY 1, 2022– DECEMBER 31, 2025**

**White Lake Township POAM  
January 1, 2022– December 31, 2025**

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## **AGREEMENT**

AGREEMENT made and entered into on this 21st day of June 2022 to be effective, by and between the TOWNSHIP OF WHITE LAKE, hereinafter referred to collectively as the “Employer” or “Township,” and POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the “Union” or “Employee.” It is the desire of both parties to this Agreement to work harmoniously and to promote and maintain high standards between the Employer and Employees, which will best serve the citizens of the Township of White Lake.

### **ARTICLE ONE – RECOGNITION**

1.1 The Employer recognizes the Union as the exclusive representative of all full time employees of the White Lake Township Police Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended, including clericals, but excluding all elected officials and appointees, police chief, supervisors, all cadets, and other employees of the Township. The Union has been provided a copy of the Employer’s job description. Cadets will not be utilized to replace permanent employees in the bargaining unit.

### **ARTICLE TWO – MANAGEMENT RIGHTS**

2.1. The Union recognizes the right of the Township to operate and manage its affairs in all respects in accordance with its responsibilities. It is understood and agreed that the Township 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.

2.2 The Union recognizes the exclusive right of the Township to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods,

processes and procedures by which such work is performed as well as set work standards. The Township also reserves the right to make work assignments in emergency situations.

2.3 The Township has the right to schedule overtime work as required, consistent with the provisions set forth in Article Fourteen.

2.4 The Township reserves the right to classify positions based on assigned duties and responsibilities or to make changes in assigned duties and responsibilities. The Township has the responsibility in such classifications and duty assignments to provide equal compensation for equal work and to reflect duties and responsibilities by appropriate classifications and compensation. In cases where an Employee considers that these principles are not being observed, he may seek redress through the grievance procedure set forth in Article Five.

2.5 The Township reserves the right to discipline or discharge for cause.

2.6 The Township reserves the right in accordance with Article Eight, LAYOFF, to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the Township, or where such continuation of work would be wasteful and unproductive. Before exercising this right, however, the Township agrees to provide the Union with forty-five (45) days notice of its intention to layoff members of this Union and agrees to accept and discuss, but not be bound by, suggestions from the Union of proposals that could avoid or minimize such layoffs.

2.7 No policies or procedures covered in this Agreement shall be construed as being delegated to others or reducing or abridging any of the following authority conferred on Township Officials:

(a) The responsibility of the Township Supervisor as executive officer for enforcing the laws of the State and Township Ordinances; recommending an annual budget of appropriations and the efficient performance of all executive departments among other executive responsibilities defined by State Law.

(b) The responsibilities of the Township Board as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the Township budget among other legislative responsibilities defined by State Law.

(c) The responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations and exercising other personnel responsibilities as defined by State Law.

(d) The responsibility of the Township Board and the Civil Service Commission in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan and retirement plan.

(e) The responsibilities of the Township in determining the functions and organization of the respective departments or divisions.

(f) The responsibilities of Department Heads and/or Township Board governed by State Law, ordinances and Civil Service rules: (1) to hire, assign, transfer and promote Employees to positions within the Department; (2) to suspend, demote, discharge or take other disciplinary action against Employees; (3) to relieve Employees from duties because of lack of work or lack of funds; (4) to determine the methods, means and personnel necessary for departmental or agency operations; (5) to control departmental or agency budget; (6) to take whatever actions are necessary in situations of emergency to perform the functions of the department.

(g) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules and regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the Township Board.

(h) The responsibility for administering State and Ordinance provisions relating to the Pension Plan, the Insurance Plan, and the Disability Plan.

### **ARTICLE THREE – UNION SECURITY AND CHECK-OFF**

3.1

3.1 A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

3.2 The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following the transmittal of the written notice to the Employer. The Employer shall deduct the dues/fess once each month from the pay of the employees that have authorized such deductions.

3.3 Deductions of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, shall be the responsibility of such employee to obtain the appropriate refund from the Union.

3.4 If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or the Union.

3.5 The Township shall not be liable to the Union for any reason of the requirements of this Agreement for the remittance payment of any sum other than that constituting actual deductions from wages earned by Employees. The Union will protect and save harmless the Township from any and all claims, demands, suits, and other forms of liability by reason of action taken, or not taken, by the Township for the purpose of complying with this Article of the Agreement.

3.6 Notwithstanding the above any non-312 eligible employee covered by the bargaining unit is not required by a condition of employment to join or not join and pay the agency shop fee to the Union.

3.7 Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Act.

#### **ARTICLE FOUR – BASIS OF REPRESENTATION**

4.1 Full time Employees of the White Lake Township Police Department shall have the right to be represented by the President and Vice President of the Union or an alternate, each of whom must be a seniority employee of the Township. These representatives are to be elected or appointed in any manner as determined by the Union membership. The Township must be notified as soon as possible of any change in representation.

4.2 Representation for White Lake Township Employees shall consist of the President and Vice President of the Union and an alternate.

4.3 The Union may appoint or elect one (1) alternate representative. An alternate may act only when the Union officers are absent.

4.4 Grievance Meetings. The Employer shall meet, whenever necessary, with two (2) members of the Union Grievance Committee. The purpose of grievance meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In the event scheduling is not possible during regular hours, time off with pay will be granted to the committee member handling the grievance.

4.5 Contract Negotiations. The Employer will meet and negotiate with two (2) members of the Union Negotiating Committee in addition to a representative of the Police Officers Association of Michigan. The Union's Negotiating Team will be granted leave from their regularly scheduled duties for the actual scheduled time of the meeting.

4.6 Arbitration Hearings. The Employer agrees to allow the President, Vice President, or an alternate (only one) leave from their regularly scheduled duties to attend all arbitration hearings. Time off will be for the actual time of the hearings.

4.7 Night Duty. Union officials assigned to night duty will receive consideration for time off either immediately preceding or immediately following an approved, rescheduled, daytime grievance activity as provided in these guidelines.

4.8 Request for time off for pre-scheduled meetings shall be submitted, in advance, to the Shift Commander to allow staffing adjustments when necessary.

4.9 At no time will Union members receive premium pay for time off for the purpose of handling Union affairs.

#### **ARTICLE FIVE – GRIEVANCE PROCEDURE**

5.1 Any grievance arising under the terms of this Agreement must be handled under the following procedures. A grievance shall be brought under the procedure below within ten (10) days after the grievant knew or should have reasonably known, of the occurrence or violation giving rise to the grievance.

Step 1: An Employee having a grievance shall first discuss the matter with his Sergeant. If the grievance is not settled informally, it shall be discussed with the Steward, Employee, his Sergeant and a Lieutenant. If the grievance cannot be settled within seven (7) days, it shall be reduced to writing and moved to Step 2 of the grievance procedure.

Step 2: Any grievance not settled in Step 1 shall, at the option of the Union, be taken up and discussed between the Steward and the Chief. The Chief will attempt to adjust or settle the matter and will give his written decision within seven (7) days (excluding Saturday, Sunday and Holidays) of such meeting. If the Union is dissatisfied with the Step 2 response, it will appeal in writing the Chief's decision to Step 3 within ten (10) days.



Step 3: Any grievance not settled in Step 2 shall, at the option of the Union, be submitted to a conference and/or hearing between an official or officials of the Union and the Township Supervisor. The Township Supervisor, or his/her designee, shall render a written decision within ten (10) days of conclusion of such conference and/or hearing.

Step 4:

1. Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within seven (7) days after the Supervisor's decision in Step 3.

5.2 If the parties fail to select an arbitrator, one will be selected under the rules of the FMCS.

5.3 Any agreement reached by the Union and Employer is final and binding and cannot be changed by an individual.

5.4 The time limits specified in this Agreement shall not include Saturdays, Sundays and Holidays. Grievances not referred to a higher level by the Union within the time limits shall be considered withdrawn with prejudice.

5.5 Limit on Arbitrator: The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement.

5.6 The arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission except for any disciplinary action, excluding oral and written reprimands, may be arbitrated. The employee shall make the election of remedies at the time the grievance would be filed and the selection is final.

5.7 The expense of the Arbitrator shall be divided equally. Each party shall make arrangements for and pay the expenses of witnesses called by them.

5.8 The time schedules as set out in the above steps may be extended by mutual agreement of the parties.

## **ARTICLE SIX – BULLETIN BOARD**

6.1 The Employer shall assign bulletin board space to be used by the Union for posting notices, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature;
- (f) Items posted 'For Sale' by Union members;
- (g) Rules and Regulations updates;
- (h) Legal updates.

6.2 All notices posted on the Union bulletin board shall require only the written approval of the President, provided said bulletins are limited to the terms of the Union contract.

6.3 The President and Vice President only will be responsible for the posting and removal of items from the Union Bulletin Board. If an item appears on the bulletin board of a nature other than listed in Section 1, it shall be brought to the attention of the President or Vice President for removal.

6.4 The Employer reserves the right to remove any material which violates Federal or State law, or local ordinances, or constitutes a personal attack against an individual. Any material removed by the Employer shall be turned over to the Union at the earliest possible opportunity.

## **ARTICLE SEVEN – SENIORITY**

7.1 New Employees may acquire seniority by working twelve (12) continuous months, in which event the Employee's seniority will date back to the date of hire into the department. During an employee's probationary period, the employee may be terminated for any reason and the decision by the Employer will be final and not subject to Act 78 procedures. When the Employee acquires seniority, his name shall be placed on the seniority list in the order of his seniority date. The parties agree that seniority ties will be broken by rank on the eligibility list.

7.2 An up-to-date seniority list will be furnished to the Union President every six (6) months.

7.3 An Employee shall lose his seniority for the following reasons:

- (a) If the Employee resigns or retires;
- (b) If the Employee is discharged and not reinstated;
- (c) If the Employee is absent from work for three (3) working days without properly notifying the Employer, except where his failure to return to work is covered by his sickness or accident and proof of such cause is provided;
- (d) If the Employee does not return to work at the end of an approved leave, unless his reason is acceptable to the Police Chief.
- (e) If the Employee fails to return to work within five (5) days when recalled from layoff, excluding Saturday, Sunday and Holidays.
- (f) If an Employee fails to return to work after two (2) years on Worker's Compensation.
- (g) Loss of seniority may also occur due to a layoff which exceeds 2 years, termination for cause under the collective bargaining agreement and the failure to return to work after twelve (12) months from an approved leave.

## **ARTICLE EIGHT – LAYOFF, RECALL AND TRANSFER**

8.1 If and when it becomes necessary for the Employer to reduce the number of Employees in the work force, the Employee with the least seniority in each classification of patrolmen, classification of dispatchers, and classification of clerks shall be laid off first and the first one laid off in each classification shall be the last one recalled.

8.2 In making transfer assignments, consideration will be given to fitness for the assigned duties, responsibilities and seniority. Employees shall have the right to discuss with the Police Chief the basis for such assignments. The decision of the Police Chief in the matter of transfer assignments shall be final and not subject to a grievance procedure, except to the extent that the notification and review procedure outlined herein is not followed.

8.3 The President or Vice President shall be notified of said layoff or transfer by the Employer.

8.4 Promotions shall be made as outlined in Act 78. The Employer agrees to modify seniority points to a ½ point per year with a maximum of twenty (20) years with a maximum ten (10) points for seniority.

## **ARTICLE NINE – GENERAL CONDITIONS**

9.1 The Union shall be notified in advance of anticipated permanent major changes in working conditions which may result in changes in health or safety conditions.

9.2 The provisions of this Agreement shall be applied equally and without favoritism to all Employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or handicap. The Union shall share equally with the Employer the responsibility of applying this provision of the Agreement, except as provided in Act 78.

9.3 The reemployment rights of Employees and probationary Employees who are veterans will be limited by applicable laws and regulations.

9.4 When any position not listed on the wage schedule is filled or established, the Township may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification, rate or structure is proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure.

9.5 The Union shall have access to a copy machine for Union purposes provided said access is on a reasonable basis.

9.6 The present practice pertaining to lunch periods for the dispatchers shall be continued, i.e., on the day shift, when an extra dispatcher is available, dispatcher will relieve for lunch, and on the midnight and afternoon shifts, when reasonable and a patrol car is not on a call, emergency or otherwise, the dispatcher may call the patrol car in to relieve for lunch. In the event the Dispatcher is not relieved for a lunch period, they shall be compensated at time and one-half (1-1/2) their normal rate for the time equal to the break time.

9.7 The parties acknowledge that the Family Medical Leave Act covers the Employee's in the bargaining unit.

9.8 Letter of Understanding regarding leave day selection by seniority. The parties will continue to meet to negotiate a procedure for selection of leave days by seniority.

9.9 Act of God / State of Emergency. If the Township shuts down for an emergency, bargaining unit members who are working at the time of closure shall receive an hour of comp time for each hour the township is closed. If the Township is closed for the day, (8 hours) members shall receive the same amount of comp time.

9.10 NEW HIRE VACANCIES

- a. The Police Chief shall determine new hire pay eligibility for all applicants and current employees based on demonstrated experience as a sworn Police Officer.
- b. Letter of Understanding regarding new Patrol Officers. New employees shall not be hired subject to Civil Service Rules. Eligible applicants meeting the minimum

requirements for the position of Patrol Officer shall, upon the submission of a completed application, participate in an oral board interview with a member of the Civil Service Board, Police Chief and an executive board member of the Union or their qualified designee. The Township shall then have the right to hire an individual as determined without the invocation of the Police and Fire Civil Service System, Public Act 78.

- c. Offers made to new Patrol Officers are subject to all pre-employment requirements for all newly appointed police officers including physical and psychological review, personnel file and background review, probationary period and other measures required by the Department.
- d. Offers made to new Patrol Officer, may be hired at compensation lateral to their service at another agency.

#### **ARTICLE TEN – MAINTENANCE OF CONDITIONS**

10.1 Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as otherwise stated herein, be maintained during the term of this Agreement.

#### 10.2 TWELVE (12) HOUR SHIFTS

The Parties agree that should the Union or the Employer exercise the option to terminate the agreement the department shall remain on the present shift until the next shift bid. Provided however if the Department has less than twelve (12) full time officers this shall not apply.

- a. While on the 12 hour schedule should a member experience the loss of a family member as set forth in article 32.1/2 he/she shall be placed on a 40 hour schedule during their funeral leave. (3 x 8 hours/ 5 x 8 hours).
- b. All leave time (paid time off) shall be converted to hours.

- c. A work schedule shall be kept electronically in PowerDMS and all employees shall have access to the schedule. The schedule will contain the shift, working days and hours to be worked.
- d. All employees assigned to a permanent eight (8) hour shift schedule shall be compensated at a rate of time and one half (1 1/2) hours for each and every hour the employee shall have worked over eight (8) hours in any one day and over forty (40) hours in any one week. Payment, if any, will be compensated on alternate pay days as earned. All employees assigned to a permanent twelve (12) hour shift schedule shall be compensated at a rate of time and one half (1 1/2) for each and every hour worked over twelve (12) hours in one day, or over eight (8) hours on a scheduled eight (8) hour day, in any one day and over eighty (80) hours in any two week pay period. Payment if any, will be compensated on alternate pay days as earned.
- e. Patrol bargaining unit members will be scheduled to work a set 12-hour shift. The schedule will have two (2) platoons, which consist of four (4) shifts. The shifts will be labeled as Days 1 / Nights 1 (working Sunday through Tuesday) and Days 2 / Nights 2 (working Wednesday through Friday). Each Platoon will work every other Saturday. There will be one Patrol Officer assigned on each shift. The shift shall be 8am – 8pm and 8pm – 8am.
- f. The Dispatch schedule shall be twelve (12) hour shifts and shall include 8am – 8pm, 8pm-8am and 2pm – 2am. The 2pm shift shall continue to adjust their shift in the event of any day scheduled off for vacation, training etc.
- g. Seven (7) or eleven (11) hour shifts because of daylight savings time change will be paid for eight (8) or twelve (12) hours.

## **ARTICLE ELEVEN – GENERAL WAGE CONDITION**

11.1 Job titles and wage rates for Employees covered by this Agreement are listed on Schedule “A” which is attached hereto and made a part hereof. Biweekly payroll periods end on Friday at 12:00 midnight. Payroll checks are to be issued on the Wednesday immediately following the end of the payroll period. Payroll vouchers for the pay period, including overtime, holiday pay, etc., will be accepted by the Clerk’s office until 9:00 a.m. on the Monday following the end of the payroll period.

## **ARTICLE TWELVE – NO STRIKE – NO LOCKOUT**

12.1 Under no circumstances will the Union cause, authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down, or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved Employees in writing that their conduct is in violation of the contract and all such persons shall immediately cease the offending conduct.

12.2 Any Employee who violates this Section will be subject to discharge by the Employer.

## **ARTICLE THIRTEEN – WORK SCHEDULE**

13.1 A work schedule showing the Employee’s shifts, work days, and hours shall be posted in the Department at all times. An Employee working 8 pm to 8 am shall receive a shift differential of six percent (6%) of the employee’s base pay; An Employee working an overlapping shift shall receive the premium rate of his assigned shift.

13.2 An Employee shall be notified of any change in shift assignments at least seventy-two (72) hours prior to such change.



13.3 A work schedule will be posted in order to allow Employees to have permanent shifts. An Employee shall have a minimum of one (1) year of seniority in the department in order to bid for a permanent shift, which bidding shall commence effective January 1.

13.5 Bidding for permanent shifts will occur every six (6) months and will ultimately coincide with an Employee's department evaluation date.

13.6 For training purposes, the Employer reserves the right to change shifts, including permanent shifts, by seniority when practical, i.e., to avoid having two (2) rookies on the same shift.

13.7 If a member has scheduled and received approval for time off for five (5) consecutive days or longer, cancellation cannot occur except in an emergency.

#### **ARTICLE FOURTEEN – OVERTIME**

14.1 All Employees shall be compensated at the rate of time and one-half (1-1/2) for each and every hour that said Employee shall have worked over their scheduled work week consisting of either twelve (12) hour shifts or eight (8) hour shifts described in section 10.2. Payment, if any, to be paid on alternate pay days as earned.

14.2 An Employee who is off duty and is called to return to duty shall be paid a minimum of two (2) hours pay or actual time worked, whichever is greater for call in pay.

14.3 A Field Training Officer will be paid an additional 2 hours of straight time for the day per the Daily Observation Report.

14.4 An Employee shall have the option to be paid for all overtime work or, in lieu of payment, to refer said overtime work to his or her compensatory bank subject to the limitations below:

- (a) There will be no carry over of compensatory time from year to year.
- (b) No employee will be allowed to accumulate more than 40 hours of compensatory time at any time.

- (c) That during the course of a year an employee may not utilize more than 80 hours of compensatory time.
- (d) That any time an employee has maxed out under either 2 or 3 above, that employee will receive pay for the hours worked.
- (e) All requests for comp time for the month of December must be received and approved by November 30th. No additional comp time will be earned or accumulated during December. The payout for remaining monies in the employee's compensatory bank will be made in the first full pay period in December.

If, for any reason whatsoever, this provision shall be deemed to be in violation of the Fair Labor Standards Act, then, and in that event, the Union agrees to hold the Employer harmless so that the Employer shall not be obligated to pay an Employee time and one-half (1-1/2) plus allow an Employee compensatory time off.

14.5 The officer assigned as an investigator while working the on-call week will receive three (3) hours of straight time pay per week.

14.6 No Supervisor shall take the place of a patrolman while there are patrolmen willing and available to perform a patrolman's duty except in emergency situations, or as otherwise provided under Article 14.

14.7 No Employee shall be permitted to work any shift and/or shifts in excess of sixteen (16) hours.

14.8 Emergency shall be defined as a sudden or unexpected happening or situation that calls for action without delay such as, but not limited to, fire, riot, natural disaster, strike, life threatening situations, hostage situations, etc.

14.9 An Employee who is injured on duty and is unable to complete his work shift shall be paid as if working that eight (8) hours at whatever rate of pay he or she is receiving prior to the injury.

14.10 Due to a change in daylight savings time, it is agreed that:

(a) An Employee working the additional hour because of the daylight savings time change will be paid time and one-half (1-1/2) for the additional hours worked;

(b) An Employee working seven (7) hours because of the daylight savings time change will be paid for eight (8) hours.

14.11 In the event of an Employee's death or permanent disability, unused compensatory time will be converted to cash and paid to the Employee or his or her estate.

14.12 Scheduling of Overtime:

White Lake Twp. shall provide for and maintain a mandatory overtime list. In the occurrence of a shift vacancy of four (4) hours and greater the following shall occur: The Police Chief shall establish a primary on-call list of each member of the bargaining unit, which shall be in order of seniority.

Upon the exhaustion of the primary patrol list the Chief shall reserve the right to use a command officer to fill in shift overtime. In the event a member seeks to accept voluntary overtime while on a scheduled leave (vacation) the member shall be permitted to accept the overtime provided that the vacation day be credited to their bank and rescheduled for a future date. The member shall then be paid straight time unless they would otherwise be eligible for overtime pay as provided in this agreement.

The Police Chief shall establish a mandatory on-call list for each member of the bargaining unit when the Department is unable to fill overtime as set forth above. In the event that the department requires manpower and was unable to satisfy this through the primary on call list the Police Chief or his designee shall have the right to order in a member of the bargaining unit in order of reverse seniority up and until such time no such vacancy exists. Each time a member is ordered in the list shall resume at the next member on the seniority chart.

The Township reserves the right to hold over an officer to cover a shift for overtime which is less than (4) hours, without using the above set forth procedure.

14.13 All Employees shall be compensated at the rate of double time and one-half (2-1/2) for each and every hour that said Employee shall have worked over eight (8) hours or twelve (12) hours on any holiday listed in Article Fifteen.

### **ARTICLE FIFTEEN – HOLIDAYS**

15.1 All full time Employees will be entitled to the following fourteen (14) holidays off with pay per Schedule:

Friday before Easter Sunday – Good Friday

May 1<sup>st</sup> – Law Day

May, Last Monday – Memorial Day

July 4<sup>th</sup> – Independence Day

September, First Monday, Labor Day

November 11 – Veteran’s Day

November, 4<sup>th</sup> Thursday – Thanksgiving Day

November, 4<sup>th</sup> Friday – Day after Thanksgiving Day

December 24 – Christmas Eve

December 25 – Christmas Day

December 31 – New Year’s Eve

January 1 – New Year’s Day

Martin Luther King’s Birthday (on date celebrated by State of Michigan)

February, 3<sup>rd</sup> Monday – Washington’s Birthday

15.2 If any of the above enumerated holidays fall on a Saturday or Sunday, and the Monday following is observed as a holiday by the State and Federal Government, it shall be paid as such holiday. This provision shall apply to clerical positions only.

15.3 In order to be eligible for holiday pay, the Employee must work his last scheduled work day prior to the holiday and after the holiday, taking into account when an employee is on a personal day, duty disabled day, comp day, vacation day, or approved sick leave, he will be

paid for the un-worked holiday. The parties agree that to be on an approved sick leave and be eligible to be paid for the un-worked holiday, an Employee must be on an extended illness or injury as defined in Article 21, Section 3. (Extended sick leave is any sick absence for over five days).

15.4 Employee shall receive a lump sum payment for all holidays for such fiscal year with the lump sum to be paid in the first pay period in December. (Lump sum payment shall be for one (1) day for each of the above holidays). Should any employee separate from employment with the Township for any reason after December 1 of any year, the Township shall be reimbursed from the final pay of such Employee, for all holidays paid for, which have not yet occurred that year. This paragraph shall not apply to Employees in clerks and secretarial classifications.

15.5 If it is a regular workday, the employee will receive one and one-half (1-1/2) times their regular rate of pay for their shift. If they are off work and they are recalled to work a shift, they will receive two (2) times their regularly hourly rate for the time worked.

If an officer puts in over eight (8) hours of work, the officer will receive two and one-half (2-1/2) times his regular hourly rate for the time worked in excess of eight (8) hours.

## **ARTICLE SIXTEEN – PENSION AND RETIREMENT**

16.1 The pension plan as established by Michigan Employee Retirement System (M.E.R.S.) identified as Benefit B-4, f-55 and RS-50 was instituted by the Township effective April 1, 1992. All accumulated, non-voluntary funds of the previous retirement program were “rolled over” into M.E.R.S.

16.2 All members of the Bargaining Unit shall pay 5% of their gross wages for the M.E.R.S. Plan. The Employer shall pay all sums required by M.E.R.S. for this plan in excess of the employee’s 5% contribution. All maintenance, expense and costs of the pension plan shall

be paid by the Township. Members of the bargaining unit will receive an F-50 with 25 years of service and the employee's contribution will be reduced to 5%.

16.3 FAC – 3 will be provided to all members of the bargaining unit at the Employer's cost.

16.4 TIER 2 BARGAINING UNIT MEMBERS –employees hired after January 1, 2011. Employees will receive 2% of base wages into the employee's MERS or VOYA 457 (b) plan, organized under IRC 457 (b). To participate, the employee shall be required to contribute 2% into this 457 account.

16.5 Upon retirement, an Employee will be allowed to keep his department issued sidearm, provided it is a state police issued handgun or purchase his department issued sidearm for One Hundred and 00/100 (\$100.00) Dollars if not a state police issued handgun.

16.6 Upon retirement, police officers will be issued a retiree's badge and identification card.

16.7 For all members hired after January 1, 2010, the present Defined Benefit Plan will be replaced with a Defined Plan which is based upon a 2.25% multiplier with base salary only, no other fold-ins and it is based upon an F-55 with 25 years of service with the Township.

16.8 Employees shall be allowed to purchase no more than five (5) years of prior service as a law enforcement officer or military service at their cost as determined by MERS for purposes of eligibility for retirement under the pension system only.

**ARTICLE SEVENTEEN – HOSPITAL, SURGICAL AND DENTAL INSURANCE**

1. Healthcare Contract Years 2022 - 2025:

- (a) The Township shall provide two (2) health insurance plans; a BCN HMO and a BCBS PPO Simply Blues Plan:

|                         | <b>BCN HMO<br/>BCN \$500</b>                      | <b>BCBSM PPO<br/>Simply Blue 250/EHIM<br/>Wrap Plan</b> |
|-------------------------|---|---|
| Deductible              | \$500/\$1000                                      | \$250/\$500   |
| Co-Pay                  | \$20  | \$20  |
| Co-insurance            | 100%  | 80%   |
| Drug Rx                 | \$10/\$30/\$60/\$80                               | \$10/\$40/\$80  |
| Co-insurance max        | \$0.00  | \$1,500.00  |
| Employee Contributions: | BCN HMO S: \$25 2-Person: \$37 Family: \$50       |   |
|                         | SB 250: S: \$50.00 2-Person \$75.00 Family: \$100 |   |

(b) These amounts are to be deducted on a pre-tax basis for the first 24 annual pays of the calendar year. Members will make premium contributions based on the plan selected. Payments for health care under this provision will not continue into retirement.

(c) The Township shall 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) and such Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.

(d) The Township may reopen the collective bargaining agreement to address the Patient Protection and Affordable Care Act issues.

(e) Members of this bargaining unit will not be subject to the election made by the Township Board based upon its options under PA 152 for the duration of this contract.

(f) Employees are required to enroll within thirty (30) days from their date of hire if they desire this insurance. Any Employee not enrolling within the thirty (30) day limit will be required to wait for the annual re-enrollment period.

(g) The Township may change insurance carriers for all insurances if the coverage is equivalent or better.

## 2. Dental

(a) The Township will provide a dental program for all full time Employees. The policy shall provide for one hundred percent (100%) of preventive and diagnostic care, seventy five percent (75%) of basic services, fifty percent (50%) major/prosthetic services with a one thousand dollar (\$1,000) maximum per person per contract year, on all services except orthodontics.

(b) There will be a \$50.00 deductible per person per benefit year limited to a maximum deductible of \$150.00 per family per benefit year.

3. The Township will provide optical benefits for all full time Employees and their dependents, equal to or of greater coverage than that currently in effect.

4. (a) The Township shall pay (in accordance with this Article) hospital, surgical and dental insurance premiums for all full time Employees who are partially or fully incapacitated as a result of an on-the-job duty related accident and/or injury. This provision shall only apply to any injury or accident which is duty related. This coverage shall terminate in the event an Employee accepts employment elsewhere, retires, or upon his or her death.

(b) An employee who is off because of an on-duty accident, injury or illness and is receiving Worker's Compensation will lose their healthcare and seniority after two (2) years except that their seniority and health insurance will continue if they have made an application for a disability retirement within the two (2) year period and have cooperated and provided timely information as requested by MERS. Until a final disposition is made regarding that request, and as long as the employee meets the obligation above, their seniority and healthcare will continue.



(c) The employee will not lose seniority in any instance where the employee's application for disability retirement is denied and the employee subsequently returns to work.

(d) The Township of White Lake will continue to pay the difference between worker's compensation and base pay to each employee qualifying under this section up to a maximum of one (1) year.

(e) In the event of a disputed worker's compensation claim, the Township will pay the difference between worker's compensation and base pay for the period, if any, that the claim is settled or recognized as compensable under worker's compensation, subject to the provision of Section A above.

5. The Township agrees, in the event of the death of an Employee, it will continue hospital and surgical insurance benefits for the family for one (1) year and fifty percent (50%) of the premium for the second year, provided the surviving spouse has not remarried or has not obtained benefits from other employment.

6. The following will apply to members of the bargaining unit who are eligible to receive health insurance benefits under the Township's medical plan.

(a) The Township will pay \$2,400.00 cash per year incentive to eligible employees who elect to decline the Township's medical plan during the entire year. The payment will be paid to eligible employees in December of each year. Employees who decline coverage during the year will receive the sum of \$200.00 per month payable in December of each year for each full month they did not have coverage. If a member's spouse is also an employee of the Township, they are not eligible for the opt-out incentive, as they are insured under the Township's medical plan.

(b) Employees will be eligible to decline coverage consistent with the criteria established by the Township and Blue Cross/Blue Shield.

(c) Employees will be able to re-enroll in the Township's medical plan when they are allowed under the applicable Blue Cross/Blue Shield Policy.

(d) When an employee makes a decision to re-enroll in the Township medical plan which is not caused by the loss of health insurance from another source, that employee cannot re-enroll until the next annual enrollment period.

### **ARTICLE EIGHTEEN - RETIREE HEALTH INSURANCE**

(a) For members who have retired from the Township after July 1, 1998 after meeting the age and service requirements for a regular pension, the Township agrees to provide single person coverage under the Township's medical plan offered to employees of the bargaining unit. Retirees will be provided health care under either the PPO or HMO Plan selected by the retiree. Premium payments under this provision will not continue into retirement.

The parties recognize that members who retire and are eligible for benefits under this provision may have their benefits and insurance changed during their retirement to reflect that of active employees.

Any subsequent improvements regarding single person coverage for active members will be granted to members who retired with a regular service pension under this provision.

Any reduction in the single person coverage for active members may, at the Township's sole discretion and option, also result in the same reduction for retired members.

(b) A retired member, including an eligible duty disability retired member, may also, at his sole option and expense, purchase family or two-person insurance coverage offered to active employees by paying the difference in premium between either of those two coverage and single-person coverage. This coverage must be paid for in advance. These benefits may also be changed as noted in 7 (a) above. For all members of the bargaining unit

who retire on or after September 1, 2011, the Township agrees to provide and fully pay for two-person coverage only, provided the spouse is of record at the time of retirement.

(c) A retiree and/or spouse who are eligible for Medicare must enroll in Medicare to receive the benefits noted above. The coverage in (a) and (b) will be secondary to any Medicare or Medicaid coverage and will not be provided if the individual is receiving, or is eligible to receive, health care benefits elsewhere.

(d) In the event the Employer no longer provides health care insurance to active members of the bargaining unit, retirees shall remain at their current level of benefits in effect at the time of cancellation.

(e) Where a current employee who is eligible for Township retiree health care retires and is eligible, or becomes eligible, for other healthcare benefits through subsequent employment, the retired employee must acquire the other coverage and the Township shall not then be obligated for retiree healthcare only during the subsequent employment provided:

1. The benefits under the other coverage must be substantially comparable to those provided by the Township and also include two (2) person coverage (spouse or eligible dependent or record at time of retirement); “The “substantially comparable” standard necessarily includes the extent to which the retired employee may be responsible for premium costs and deductibles under the other coverage.
2. The retired employee shall be eligible to re-enroll in the Township’s medical plan if the other coverage is lost as soon as they are allowed by applicable Blue Cross/Blue Shield policy or the retiree is no longer eligible to be covered by healthcare elsewhere.

(f) Retiree Healthcare Savings Program – For all members hired after January 1, 2010, retiree health insurance was eliminated. Those members covered by this provision will prospectively after ratification have a 3.5% employer contribution, as well as a mandatory 3% employee contribution on base wages only.

(g) Any time purchased by an employee for pension purposes will not count toward eligibility for retiree healthcare.

(h) Duty Disability Retiree Health Care - For a Police Officer who is not eligible for retiree healthcare. In the event of a duty disability retirement, the member and spouse shall be provided healthcare as set forth for in the Collective Bargaining Agreement under the following conditions:

1) It will cover the member, and the spouse at the time of the duty disability only;

2) During the period when a member shall be eligible for benefits under this section they will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring

3) A member or spouse will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employee;

4) This benefit will cease upon the occurrence of any of the below events:

a) Eligibility to participate in a free or low cost federal health care program that provides insurance similar to that of the active workforce;

b) Attainment of age sixty-five (65) provided, however, for those hired after 1/1/2010 who have an RHSP account, the retiree or survivor beneficiaries must first utilize and exhaust the account to pay for premiums.

#### **ARTICLE NINETEEN – EMPLOYEE RIGHTS REPRESENTATION**

The Employer and the Union recognize the ethical and legal obligations to fully investigate and resolve complaints against Police Officers and other members of the Union. To

ensure the prompt resolution of complaints and protect the interest of the members of the Union, the following procedures will be followed:

19.1 All complaints will be directed to the Chief of Police, or his designee, for initial review. No investigation shall be conducted by another bargaining member.

19.2 In the event the Chief determines that the complaint cannot be resolved without further investigation, he shall provide the Employee with a written statement of the complaint being investigated which shall include, dates, times and nature of complaint.

19.3 The Chief may order the Employee to provide a written statement, as it pertains to the complaint, within forty-eight (48) hours of the order as a condition of continued employment or possible disciplinary action by the department.

19.4 When it is determined an interview of a member is necessary to aid in the investigation, the Employee shall be given a forty eight (48) hour advance notice. The Employee may notify the Union and obtain representation if desired, but in no event shall the interview be delayed absent agreement between the parties.

19.5 The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, or order where required by law, to any other agent or agency without the consent of the Employee. The statement made shall not be construed to be a waiver of an Employee's right to the privilege against self-incriminating, but shall be used for internal employment purposes.

19.6 All allegations of misconduct not substantiated shall not be made a part of official department personnel files.

19.7 All information in the personnel files of the Police Department and Personnel Department regarding Employees in the bargaining unit shall be treated in strict confidence by the Township, consistent with the Bullard-Plawecki Act. Any employee shall have the right to examine his or her personnel file after arranging with his or her supervisor a suitable time for visiting the Personnel Department.

19.8 Reprimands shall not be utilized for further discipline after one (1) year from the date of the most recent issued reprimand on record. All other records of discipline shall remain in the Employee's file for four (4) years. All records remaining in the file past the utilization date shall be removed.

19.9 Legal Representation. The Employer, upon making a determination that matters alleged in a civil action against an officer arose out of the execution of lawful duties of his office, shall provide legal representation through the offices of the Township attorney or counsel selected by an insurance carrier providing defense to the Township. The Employer shall have no obligation to provide representation in the event the Employer determines that the actions complained of were outside the scope of employment or willful violation of law.

**ARTICLE TWENTY – VACATION**

20.1 Full time Employees will be eligible for vacation with pay for weeks or days in accordance with the length of service from date of hire, which is their anniversary date.

| <u>Length of Service</u> |                  | <u>Regular</u> |              |
|--------------------------|------------------|----------------|--------------|
| <u>At Least</u>          | <u>Less Than</u> | <u>Weeks</u>   | <u>Hours</u> |
| 6 months                 | 1 year           |                | 24           |
| 1 year                   | 4 years          | 2+2            | 96           |
| 4 years                  | 10 years         | 3+2            | 136          |
| 10 years                 | 15 years         | 3+4            | 152          |
| 15 years                 | 20 years         | 4+2            | 176          |
| 20 years and over        |                  | 4+3            | 184          |

20.2 A vacation schedule shall be posted twice annually for the periods of October 1<sup>st</sup> through March 31<sup>st</sup>, which shall be known as the winter vacation and April 1<sup>st</sup> through September 30<sup>th</sup>, which shall be known as the summer vacation period. Vacations will be bid upon under the following guidelines:

(a) Vacation period selection should be made immediately after shift bidding selection.

(b) Vacation time will be granted based upon seniority with the exception that a senior Employee choosing to use three (3) or less vacation days at one time will not be allowed to do so at the expense of a less senior Employee's vacation which exceeds four (4) days.

(c) An Employee may only exercise his or her seniority for the scheduled bidding period for each vacation period. Therefore, once scheduled and past the initial bidding period, should an Employee choose to change his or her vacation or take additional vacation time, he or she will be limited to take whatever openings remain on the vacation schedule with prior approval of the Chief of Police or his designee.

(d) Unused vacation time is not compensable and may not be carried over from year to year.

(e) The Township will determine the number of Employees on vacation during any vacation period.

(f) Vacation time will be awarded on the Employee's anniversary date in accordance with past practice.

(g) Vacation time awarded to any Employee during vacation schedule may be bid for but cannot be used until after the Employee's anniversary date.

(h) In the event of the death, retirement, termination, or permanent disability of an Employee, the Township shall pay, in cash, to the Employee or his or her estate, all unused vacation time.

## **ARTICLE TWENTY-ONE – LIFE INSURANCE**

21.1 The Employer shall provide all full time employees covered by the bargaining unit, life insurance in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars.

21.2 The Employer shall pay (in accordance with this Article) life insurance premiums for all full time employees who are partially or fully incapacitated as a result of an on-the-job duty related accident and/or injury. This provision shall only apply to any injury or accident which is duty related. This coverage shall terminate in the event an employee accepts employment elsewhere, retires, or upon his or her death.

## **ARTICLE TWENTY-TWO – SICK LEAVE**

22.1 Full time Employees only shall earn eight (8) hours sick time per month annually. No sick time may be used in the first ninety (90) days of employment. Sick time may be accumulated from year to year with unlimited accumulation. No payment for unused sick time shall be made to employees upon termination of employment except as noted below. Upon meeting all requirements for full retirement as defined by the Pension Plan, an Employee will be entitled to fifty percent (50%) with a 100 day (800 hour) cap (maximum payment of 50 days (400 hours) of his sick bank to be paid out in a lump sum or over a period of time equal to the amount of sick days at the Township's option (if paid out over a period of time, the Employee shall not be entitled to fringe benefits except as provided for in retirement). Upon favorable separation, with a minimum of ten (10) years service, the Employee is entitled to thirty percent (30%) payout with a 100 day cap (800 hours) (maximum payment of 30 days (240 hours). Employees who suffer duty-related injuries or illnesses will be carried as "disabled" until they are eligible for Worker's Compensation benefits. While on 'disabled" status, no sick days will be charged against the member's sick bank. Vacation time may be used in lieu of sick time after all sick time is exhausted.



22.2 Employees whose earned sick days have been used up and whose sick leave extends beyond thirty (30) consecutive work days, shall be eligible for short term or long term disability.

- a. The member may be eligible to receive a weekly payment of \$450.00 through a short-term disability benefit provided by the township. The employee must use any combination of sick, personal and vacation time to cover the first 30 days of disability.
- b. Sick leaves that extend beyond (6) six months are eligible for long-term disability. The township will provide a long-term disability policy for members who are on sick leave greater than 6 months, not to exceed 18 months.
- c. Employees shall not earn sick time and personal time for sick leaves greater than 30 days.

22.3 Extended sick leave may be used only with the permission of the shift supervisor. The supervisor shall be responsible for reviewing Employee's requests for extended sick leave and determining their validity. The supervisor shall refuse to allow use of sick leave when in his judgment, there is insufficient evidence to support the Employee's claim or where he believes that the Employee has not exercised reasonable effort to promptly notify the department of the absence. Any rejection of an extended sick leave may be appealed to the Chief of Police through channels. If possible, this extended sick leave request will be made prior to the absence. If this is not possible, it will be done as soon as possible after the sick leave usage. Extended sick leave is any sick absence for over five (5) days.

22.4 Employees should notify their department head that they will be unable to work at least one (1) hour before their normal workday begins. In the event the department head is unavailable, then the employee shall notify the department.

22.5 Sick leave may not be used before it is earned.

22.6 Sick leave may be used at any time after it is earned.

22.7 Sick leave may be used for the following purposes:

(a) Acute personal sickness or incapacity over which the Employee has no reasonable control (Note: Sick leave shall be taken in connection with leaves of absence for pregnancy.)

(b) Absence from work because of exposure to contagious disease, which, according to public health standards, would constitute a danger to the health of others by the Employee's attendance at work.

22.8 Any Employee who uses sick days as a result of an on-the-job duty related accident and/or injury, and then is eligible for workmen's compensation, shall have all sick days used returned to his sick day bank, consistent with and in accordance with past practice of the Employer.

22.9 Whenever an employee is absent for a period in excess of three (3) consecutive working days or after the use of five (5) occurrences in a calendar year, said employee may be required to provide medical certification as to his fitness to return to work. Such certification shall be at the employee's expense and from a doctor of the employee's choosing. Provided, however, that where the department head may have personal knowledge of information concerning the employee's illness or injury, the requirement of medical certification may be waived by said department head.

22.10 Non-duty Sick Leave: If an employee has not returned after 1 year, they will be subject to an evaluation by a Medical Evaluator selected by the Township. The Evaluator will determine whether the Employee has a reasonable likelihood to return to work within the next 6 month period. If the Evaluator makes the determination that the Employee has a reasonable likelihood of returning to employment within the next 6 month period, the Employee will be eligible to receive an additional 6 months to return. If the Evaluator determines that there is not a reasonable likelihood of the Employee returning to work in the next 6 month period, the Employee will lose their seniority. If the employee has a medical evaluation which is different than that provided above, the parties agree that the determining factor will be the current Chief Medical Staff at the Henry Ford Hospital or his or her designee to resolve the dispute between the two medical evaluators. Their decision will be final.

22.11 Sick Leave Sell Back – Effective January 1, 2023, a member who has a minimum of 800 hours in their sick bank and who has not taken more than 24-hours of sick time in the preceding calendar year shall be eligible for the following:

- a. On January 1<sup>st</sup>, the member may sell back the sick time in excess of 800 hours at 50% of the maximum 96 hours which accrued in that calendar year.
- b. Members with less than 800 hours as of January 1<sup>st</sup> of any calendar year, will not be eligible for any payouts in that year.

### **ARTICLE TWENTY-THREE – FUNERAL LEAVE**

23.1 In the event of the death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) working days:

|                  |                            |
|------------------|----------------------------|
| Daughters-in-law | Sisters-in-law             |
| Father-in-law    | Brothers-in-law            |
| Mother-in-law    | Grandparents on both sides |
| Sons-in-law      | Grandchildren              |

23.2 In the event of the death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay not to exceed five (5) working days. The immediate family of an employee is defined as follows:

|               |            |         |
|---------------|------------|---------|
| Husband       | Mother     | Brother |
| Wife          | Stepmother | Sister  |
| Children      | Father     |         |
| Step children | Stepfather |         |

23.3 If the funeral service or memorial service are to be held at a place two hundred (200) miles or more from the Township of White Lake, two (2) additional working days shall be allowed. The maximum number of funeral leave days for all services related to a single event will be seven (7) days.

23.4 If a death occurs under these provisions while an employee is on furlough, upon notice, his status shall be changed to funeral leave.

23.5 Funeral Leave days are not to be taken greater than two (2) days after the date of the funeral unless exigent circumstances exist and the request is approved by the Chief or his designee.

#### **ARTICLE TWENTY-FOUR – PERSONAL TIME OFF**

24.1 (a) Full time Employees will receive 48 hours as of January of the year, to be used at the rate of no more than 24 hours per month with approval of the department head. There will be no payout at the end of the year. The hours must be used or they are lost. Should an Employee leave their employment with the Township, they will be required to repay the Township the pro-rata hours which they had not yet earned but had used. This Section will serve as specific authorization for the Employer to withhold this amount from the Employee's last check. All Employees designated as Clerks and Secretaries shall not be entitled to such compensation for unused personal hours.

(b) One (1) sick day per year may be used for emergency leave which shall be deducted from an employee's sick bank.

24.2 In the event of an Employee's death, the Township shall pay, in cash, any unused personal hours to the Employee's estate.

#### **ARTICLE TWENTY-FIVE – COURT APPEARANCE**

25.1 All full time Employees required to appear in Court, either Circuit or other juridical forum, or attend depositions outside of his regular duty hours, or which shall occur while said Employee is off duty shall be compensated at the following rate of time according to the following schedule:

- 0 – 2 hours Two hours minimum at the time and one-half (1-1/2)
- 2 – 8 hours Time worked at the rate of time and one-half (1-1/2)

25.2 The above provision shall not apply in any case of a civil nature unless requested or required by the Township.

25.3 Employer agrees to pay Employee from the time he leaves his home and/or office until such time as he returns to the officiating destination. All travel time and court time shall be submitted to the Chief for review and approval. In the event Employee uses his own car for such court appearance, he shall be reimbursed at the rate of twenty-six cents (\$.26) per mile. The minimum time herein shall include all travel time.

#### **ARTICLE TWENTY-SIX – JURY DUTY**

26.1 If any Employee is called for jury duty, the Employer shall make up the difference between his or her jurist fee and the Employee's full pay.

26.2 An Employee who is on jury duty, if working midnights or afternoons, will not be called for duty.

#### **ARTICLE TWENTY-SEVEN – RATIFICATION**

27.1 The Union acknowledges that the Employees of the bargaining unit upon the recommendation made by the officers of the Union ratified this Agreement on August 9, 2016.

#### **ARTICLE TWENTY-EIGHT – SAVINGS CLAUSE**

28.1 If any article or section of this Agreement or any appendix or supplements hereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into

immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### **ARTICLE TWENTY-NINE – COMPLIANCE WITH THE LAW**

29.1 It is agreed in the event there shall be enacted any applicable Federal or State legislation or regulation by an administrative body now in existence or hereafter created, such legislation or regulation which is at variance with the terms of this Agreement, then such legislation or regulation shall to that extent be deemed to modify the provisions of this Agreement.

### **ARTICLE THIRTY – CLOTHING ALLOWANCE**

30.1 Every full time Employee, except Clerk Dispatchers, Clerks and first year officers shall be entitled to a clothing and cleaning allowance of one thousand dollars (\$1,000) in the first full pay period in Janaury.

30.2 New Patrolman hires shall be entitled to:

- 3 pair uniform slacks
- 3 winter shirts
- 3 summer shirts
- 1 jacket
- 1 uniform cap
- 1 rain cover
- 1 rain coat
- 1 garrison belt
- 1 name bar
- 1 pair gloves

The Township shall furnish hardware and leather to new Patrolman hires to be turned in upon termination and/or retirement. The following hardware shall be furnished by the Township:

- 1 sam brown belt
- 1 handcuff case
- 1 magazine holder
- 1 flashlight
- 4 keepers
- 1 holster
- 1 pair handcuffs
- 1 set collar insignia
- 1 flashlight belt holder
- 1 service weapon
- 1 set of badges (hat badge, two breast badges)
- Necessary patches

30.3 Officers may, at their discretion, purchase hardware items not furnished by the Township, if any, (service revolvers not allowed to be purchased from clothing allowance) from the clothing allowance but not to the detriment of the appearance of the Officer for duty in proper uniform. Any items purchased which cost would exceed the total allowance shall be paid for by the Officer to the extent of the amount by which the total allowance is exceeded.

30.4 Full time dispatchers and secretaries shall receive three (3) summer shirts, three (3) winter shirts, three (3) all season slacks, belt, and one (1) Department coat or Department sweater. These uniforms shall be available only to full time dispatchers who have completed their probationary period.

- (a) Clerks shall be provided uniforms as determined by the Employer.

30.5 That new hires patrolman during their first year of service with the Township will receive a maximum of \$200.00 for a cleaning allowance to be submitted to the Township on vouchers consistent with this Article. No other monies will be provided to them for the purchase of clothing and/or cleaning.

30.7 Every full time dispatcher and full time clerk shall be entitled to a clothing and cleaning allowance of five hundred dollars (\$500.00) per year. ~~to be submitted to the Township on vouchers accompanied by purchase or cleaning invoices.~~

30.8 An officer incurring the loss of, or damage to, his or her personal property, such as eyeglasses or watches while in the performance of duty, shall be reimbursed for the replacement or repair of such property, in the amount of up to, but not exceeding One Hundred Dollars (\$100.00). Radios, cameras, briefcases, and other items not worn on person are not included.

30.9 Any Employee who is negligent or careless, incurring the loss of, or damage to, Township property in his or her possession, shall be obligated for the full repair or replacement of such Township property.

30.10 Once notice of termination of employment or retirement is provided; no further clothing allowance will be permitted without the Police Chief's approval.

### **ARTICLE THIRTY-ONE – PROMOTIONS**

31.1 In order to be eligible to test for the rank of Sergeant, the applicant must be a White Lake Police Officer with at least five (5) years experience as a White Lake Police Officer as of the date of the exam.

31.2 A notice of promotional exam to be posted at a minimum of ninety days to the actual date of exam. On the same posting is a bibliography of the source material that the written exam questions will be used.

31.3 The written exam will count 45% toward the overall score. There will be a one week, seven day appeal period that individuals will have to challenge in writing any question on the exam. No scores will be released to the individuals or posted until after the seven day



appeal period has expired. In order to be eligible to proceed to the oral board step, the applicant must have obtained a minimum passing score to 70%.

31.4 The oral board shall consist of outside law enforcement personnel. Two law enforcement supervisors at the rank of Lieutenant or above, one of whom is preferably a Chief, and the third a law enforcement Sergeant. In addition there shall be a White Lake Township Patrol Sergeant present during oral board interviews to ensure accuracy of statements made by candidates. None of the oral board examiners shall be employees or former employees with White Lake Township. A resume of each candidate shall be prepared by them and shared with oral board examiners prior to the examination. Upon completion of the entire oral board process, all scores shall be posted. The oral board score shall count 45% of the overall scores.

31.5 Seniority points shall be awarded at ½ point per year with a maximum of twenty (20) years with a maximum ten (10) points and added to the candidates overall score.

31.6 Successful candidates shall be placed on the promotional list in the order they finish with the top candidate listed first. In order to be placed on the promotional list, the applicant must have achieved an overall passing score of 70%

31.7 The Chief of Police shall have the right to choose to promote any one of the three highest-scoring candidates (rule of three) who are willing to accept the appointment until all vacancies declared by the Employer are filled. The remaining names on the list shall be eligible for future promotions. The list shall remain in effect for two years from date of certification.

## **ARTICLE THIRTY-TWO – DURATION**

32.1 This Agreement shall remain in full force and effect from January 1, 2022 to midnight, December 31,2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain

in full force and effect and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party, in the manner set forth in the following paragraph.

It is acknowledged and agreed that all benefits and additional rights granted under this Agreement shall become effective on the date of execution of this Agreement except for wages which shall be retroactive.

32.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

32.3 It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the Township.

32.4 The parties agree that negotiations on a new Collective Bargaining Agreement will begin no later than July 1, 2025.

### **ARTICLE THIRTY-THREE – LONGEVITY**

Longevity payments shall be earned as set forth in Schedule “A”. For periods before the year, longevity shall also be prorated and paid as earned in the event of termination or retirement.

Effective January 1, 1997, longevity will continue to be earned as set forth in Schedule A and will be rolled into the Employee’s base wage.

Effective upon signing, all future new hires will no longer be eligible to receive longevity. All new hires AFTER January 1, 1999, will no longer be eligible to receive longevity.

#### **ARTICLE THIRTY-FOUR**

As prescribed in the Local Government and School District Accountability Act, the parties hereby agree to abide by the law unless or until it is no longer required to do so.

#### **ARTICLE THIRTY-FIVE – TUITION REIMBURSEMENT**

Reimbursement for college courses will be available as follows:

- (a) Classes must be taken at an accredited college or university leading to a degree in a Law Enforcement related field.
- (b) Tuition and laboratory fees for required Law Enforcement related class will be paid at fifty percent (50%) of the cost to the student.
- (c) Books and other required fees will be the full responsibility of the student.
- (d) Incomplete classes or classes completed with a final grade less than a “C” will not qualify for reimbursement.
- (e) Reimbursement for tuition and lab fees must be approved by the Police Chief before the class is taken.
- (f) Should the employee terminate employment within 12 months after having received tuition reimbursement from the Employer, then the employee will be required to pay back the amount of tuition payment received in that 12 month period. No reimbursement to the employer is required if the employee retires, dies, or is laid off. This language shall serve as authorization to withhold these monies from the employee’s final pay.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

WITNESSED BY:

WHITE LAKE TOWNSHIP

\_\_\_\_\_  
Catherine Derocher; HR Manager

By:\_\_\_\_\_

Rik Kowall; Township Supervisor / Date

By:\_\_\_\_\_

Dan Keller; Chief of Police / Date

PATROL OFFICERS ASSOCIATION OF MICHIGAN

By:\_\_\_\_\_

Wade Swallowwell                      Date

By:\_\_\_\_\_

Shawn Kidle                              Date

By:\_\_\_\_\_

Eric Ronewicz; POAM Business Agent    Date

**WAGE SCALE 2022-2025**

**2022 3.0% increase**

| Classification | Annual | start  | Six months | One Year | Two Years | Three Years |
|----------------|--------|--------|------------|----------|-----------|-------------|
| Patrol         |        | 55,707 | 56,856     | 63,393   | 69,146    | 74,868      |
| Dispatcher     |        | 47,123 | 49,243     | 50,561   | 52,078    | 55,000      |
| Secretary      |        | 47,493 | 48,484     | 49,279   | 50,074    | 50,868      |

Hazard Pay      One-Time pay-out of \$750.00.

**2023 2.5% increase**

| Classification | Annual | start  | Six months | One Year | Two Years | Three Years |
|----------------|--------|--------|------------|----------|-----------|-------------|
| Patrol         |        | 57,100 | 58,278     | 64,978   | 70,875    | 76,740      |
| Dispatcher     |        | 48,301 | 50,474     | 51,825   | 53,380    | 56,375      |
| Secretary      |        | 48,680 | 49,696     | 50,511   | 51,326    | 52,140      |

**2024 3% increase**

| Classification | Annual | start  | Six months | One Year | Two Years | Three Years |
|----------------|--------|--------|------------|----------|-----------|-------------|
| Patrol         |        | 58,813 | 60,026     | 66,927   | 73,001    | 79,042      |
| Dispatcher     |        | 49,750 | 51,988     | 53,380   | 54,981    | 58,066      |
| Secretary      |        | 50,141 | 51,187     | 52,026   | 52,866    | 53,704      |

**2025 2.5% increase**

| Classification | Annual | start  | Six months | One Year | Two Years | Three Years |
|----------------|--------|--------|------------|----------|-----------|-------------|
| Patrol         |        | 60,283 | 61,527     | 68,600   | 74,826    | 81,018      |
| Dispatcher     |        | 50,994 | 53,288     | 54,714   | 56,356    | 59,518      |
| Secretary      |        | 51,394 | 52,467     | 53,327   | 54,187    | 55,047      |