

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WHITE LAKE TOWNSHIP
AND
POLICE OFFICERS LABOR COUNCIL
COMMAND OFFICERS ASSOCIATION



JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

AGREEMENT

AGREEMENT made and entered into this 14th day of June, 2022 to be effective January 1, 2022 except as provided elsewhere in this agreement, by and between the TOWNSHIP OF WHITE LAKE, hereinafter referred to collectively as the "Employer" or "Township," and POLICE OFFICERS LABOR COUNCIL, 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 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of all full-time employees of the White Lake Township Police Department above the rank of Patrolman, 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, and other employees of the Township.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 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 right, powers, functions, and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.

Section 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.

Section 3. The Township has the right to schedule overtime work as required, consistent with the provisions set forth in Section XIV.

Section 4. The Township reserves the right to classify positions based on assigned duties and responsibilities or to make changes in assigned duties and responsibilities.

Section 5. The Township reserves the right to discipline or discharge for cause.

Section 6. The Township reserves the right in accordance with Article 8, LAY-OFF, to lay-off 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.

Section 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:

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

- The responsibilities of the Township in determining the functions and organization of the respective departments or divisions.
- The responsibilities of Department Heads and/or Township Board governed by State Law, ordinances and civil Service rules: (i) to hire, assign, transfer, and promote Employees to positions within the Department; (ii) to suspend, demote, discharge or take other disciplinary action against Employees; (iii) to relieve Employees from duties because of lack of work or lack of funds; (iv) to determine the methods, means, and personnel necessary for departmental or agency operations; (v) to control departmental or agency budget; (vi) to take whatever actions are necessary in situations of emergency to perform the functions of the department.
- The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the departments and the Township Board.
- The responsibility for administering State and Ordinance provisions relating to the Pension Plan, the Insurance Plan and the Disability Plan.

Section 8. The Township reserves the right to select the most qualified applicant for the position of Police Chief. The Township, as its sole discretion, can establish qualifications for that position. The position will be open both to qualified internal and external applicants. The decision to hire will be made at the sole discretion of the Township and will be final.

ARTICLE 3- UNION SECURITY AND CHECK-OFF

Section 1. The Employer agrees to deduct the union membership dues, each month, from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified with an itemized statement to the Employer by the Treasurer of the Union, fifteen (15) days prior to the payroll period for which such deductions are to be made. The aggregate deductions for all Employees shall be remitted together with an itemized statement to the Treasurer of the Union within fifteen (15) days after any payroll

period of the (current/succeeding) month for which such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

Section 2. Authorization of Payroll Deduction:

By: _____
Last Name First Name Middle

To: _____
Employer Department

Effective Date: _____

I hereby request and authorize you to deduct from my earnings, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer to the Union. This authorization shall be irrevocable during the term of this Agreement.

Section 3. Union Security Clause: Each Employee who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each Employee hired on or after the execution of this Agreement shall, as a condition of employment, become a member of the Union three hundred sixty (360) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

Section 4. An exception to the above condition, however, shall recognize that any employee may exercise his choice of the following alternate conditions. In lieu of union membership, any Employee shall pay to the Union a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. Provided further, however, this requirement only applies to those Employees within the classifications noted in Article 1`.

Section 5. Neither the Union nor its members will intimidate or coerce any Employee with respect to his right to work or in respect to Union activity or

membership.

Section 6. In cases where a deduction is made that duplicate a payment that an Employee has already made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the Employee will be made by the Union.

Section 7. The Township shall not be liable to the Union by 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.

ARTICLE 4 - BASIS OF REPRESENTATION

Section 1. The full-time employees of the White Lake Township Police Department shall have the right to be represented in all negotiations and complaints and adjustments of disputes by the chairman or a Steward, each of whom must be a seniority Employee of the Township. These representatives are to be elected or appointed in any manner determined by the Union. The Township must be notified as soon as possible of any change in representation.

Section 2. Representation for White Lake Township shall consist of a Chairman and one Steward.

Section 3. The Union may appoint or elect one alternate Steward. The alternate may act as Steward only when the Steward is absent.

Section 4. The Steward will be permitted to leave his work station, after obtaining approval from his supervisor, for the purpose of adjusting grievances in accordance with the grievance procedure, excepting however, the first step of the grievance procedure. Permission for the Steward to leave his work station will not be unreasonably withheld. He will report to his supervisor upon his return. The privilege of the Steward to leave his work station during working hours, without the loss of pay, is extended only with the understanding that the time will be devoted

to the prompt handling of grievances and will not be abused, and that he will continue to work at his assigned jobs at all times except when permitted to leave his work for that purpose. In no event will the Steward be paid overtime for the purpose of handling grievances.

Section 5. There shall be a grievance committee consisting of the Steward and one other member to be selected by the Union and certified in writing to the Employer.

Section 6. The Employer shall meet whenever necessary, at a mutually convenient time, with the Union Grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Any grievance arising under the terms of this Agreement must be handled under the following procedures:

Step 1: An Employee having a grievance shall first discuss the matter with his Supervisor. If the grievance is not settled informally, it shall be discussed with the Steward, Employee and his supervisor after normal working hours. If the grievance cannot be settled within ten (10) working 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 ten (10) working days (excluding Saturday, Sunday and Holidays) of such meeting.

Step 3: Any grievance not settled in Step 2 shall, within ten (10) days of receiving the Chief's written response, 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, or his designee. The Township Supervisor shall render a written decision within ten (10) working days of conclusion of such conference and/or hearing.

Step 4: ARBITRATION

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) calendar days after the Supervisor's decision in Step 3.
2. If the parties fail to select an arbitrator, one will be selected under the rules of the Federal Mediation and Conciliation Service (F.M.C.S.)
3. Any agreement reached by the Union and Employer is final and binding and cannot be changed by any individual.
4. The time limits specified in this Agreement shall not include Saturdays, Sundays or Holidays. Grievances not referred to a higher level by the Union within the time limits shall be considered withdrawn with prejudice.
5. Limit on Arbitrator: The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement.
6. The arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission except for that for discharges only, the employee will have the option of selecting either a Civil Service Hearing or Grievance Arbitration should the Union desire to proceed to Arbitration. The Employee shall make the election of remedies at the time a grievance would be filed and the selection is final.
7. The expenses of the arbitrator shall be divided equally unless one side is a clear-cut winner. In that event, the Arbitrator's expenses shall be included as part of the award. A clear-cut winner shall be defined as that party whose initial position in the grievance is adopted in total by the Arbitrator. Each party shall make arrangements for, and pay the expenses of, witnesses who are called by them.

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

ARTICLE 6 - BULLETIN BOARD

Section 1. The Employer shall assign bulletin board space to be used by the Union for posting notices, which shall be restricted to:

- Notices of Union recreational and social affairs;
- Notice of Union elections;
- Notices of Union appointments and results of Union elections;
- Notices of Union meetings;
- Other notices of bona fide Union affairs which are not political or libelous in nature.

Section 2. All notices shall bear the written approval of the Chairman of the Union Board.

ARTICLE 7 - SENIORITY

Section 1. Seniority shall be determined by the Employee's rank, date of rank and finally by the Employee's length of service in the department. When the Employee acquires seniority, his name shall be placed on the seniority list in the order of his seniority date.

Section 2. An up-to-date seniority list will be furnished to the Union Chairman every six (6) months.

Section 3. An Employee shall lose his seniority for the following reasons:

- If the Employee resigns or retires;
- If the Employee is discharged and not reinstated;
- 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;

- If the employee does not return to work at the end of an approved leave, except where his failure to return to work is covered by his sickness or accident and proof of such cause is provided;
- If the employee fails to return to work within five (5) days when recalled from lay-off, excluding Saturdays, Sundays, and holidays.

Section 4. The credit herein given and the seniority date above stipulated only apply for vacation and longevity and shall not apply for pension, layoff, promotions, or anything else pertaining to fringe benefits set forth elsewhere in the contract, for which the seniority provisions pertaining to date of hire shall govern.

Section 5. Sergeants testing for the position of Lieutenant shall receive ½ seniority point for each year of service. Sergeants shall not receive more than 10 total seniority points regardless of total years of service.

ARTICLE 8 - LAYOFF, RECALL AND TRANSFER

Section 1. If and when it becomes necessary for the Employer to reduce the number of Employees in the work force, including patrolmen, the Employee with the least seniority, based upon capability of performing available jobs, shall be laid off first and the first one laid off shall be the last one recalled. Seniority shall not be the only determining factor in lay-off, recall and transfer within the entire police department.

Section 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.

Section 3. The Chairman or Steward shall be notified of said lay-off or transfer by the Employer.

Section 4. Promotions shall be made as outlined in Act 78.

ARTICLE 9 - GENERAL CONDITIONS

Section 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.

Section 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, handicap, national origin or political affiliation. The Union shall share equally with the Employer the responsibility of applying this provision of this Agreement, except as provided in Act 78.

Section 3. The re-employment rights of Employees and probationary Employees who are veterans will be limited by applicable laws and regulations.

Section 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.

Section 5. Act of God/State of Emergency. If the Township shuts down for an hour, bargaining unit members shall receive an hour of comp time. If the Township shuts down for the day (8 hours), members shall receive the same amount of comp time.

ARTICLE 10 - MAINTENANCE OF CONDITIONS

Section 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.

ARTICLE 11 - GENERAL WAGE PROVISION

Section 1. Job titles and wage rates for Employees covered by this Agreement are listed as Wage Schedule Lieutenants and Wage Schedule Sergeants and are attached hereto and made a part hereof. Biweekly payroll period ends on Friday at 12:00 midnight. Payroll checks are to be issued on the Wednesday immediately following the end of the payroll period. Pay vouchers for the pay period, including overtime, holiday pay, etc. will be accepted by the Clerk's office until 12:00 noon on the Monday following the end of the payroll period.

Wages: Wage increases are retroactive to January 1, 2022.

January 1, 2022	3%
January 1, 2023	2.5%
January 1, 2024	3%
January 1, 2025	2.5%

Rank differential to reflect Lieutenants 8% above top paid Sergeants over first two years, effective January 1, 2022 (1%) & January 1, 2023 (1%).

Sergeants 15% above top paid patrol officer over first two years, effective January 1, 2022 (.5%), & January 1, 2023 (.5%).

Dispatcher Coordinator language to reflect a rank differential to equal that of the Sergeants of 15% over the first two years, effective January 1, 2022 (.5%), and January 1, 2023 (.5%), based on top paid dispatcher wage effective January 1, 2022.

Differential to be included in any retroactive pay effective January 1, 2022.

Members of the unit will receive a "one-time" \$750 dollar lump sum hazard pay.

ARTICLE 12 - NO STRIKE - NO LOCKOUT

Section 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.

Section 2. Any Employee who violates this Section will be subject to discharge by the Employer.

ARTICLE 13 - WORK SCHEDULE

Section 1. 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.

An employee working an overlapping shift shall receive the premium rate of his assigned shift. An employee shall be notified of any change in shift assignment at least forty-eight (48) hours prior to such change.

Section 2. Sergeants will bid for their permanent shift by seniority, every six (6) months corresponding to patrol shift bids. After a Sergeant bids a permanent shift, they will pick one day within the two-week pay period as an eight (8) hour workday, totaling eighty (80) hours. Shifts may be temporarily changed at the discretion of the Chief of Police to accommodate for training of probationary Sergeants, or to address performance issues. Shift change notification is to remain forty-eight (48) hrs. prior to such change.

Section 3. Patrol Sergeants 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 Sergeant assigned on each shift.

Section 4. Dayshift Sergeants will be scheduled from 8am – 8pm and nightshift Sergeants will be scheduled from 8pm - 8am. A Sergeant's schedule may be

moved 4 hours in either direction to assist in covering when the other Sergeant on the same platoon is not working the road, is on a leave day, or is in training.

Section 5. Any employee that works between the hours of 8pm – 8am will be compensated with a 6% shift premium. Any employee who works between 8am – 8pm will not receive a shift premium.

Section 6. All leave time shall be converted to hours.

ARTICLE 14 - OVERTIME

Section 1. All employees assigned to a permanent eight (8) hour shift schedule shall be compensated at a rate of time and one half (1 ½) 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 ½) for each and every hour worked over twelve (12) hours in any 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.

Section 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.

Section 3. 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 as noted below.

- An Employee will be permitted to carry a maximum of eighty (80) hours in his or her bank subject to the restrictions below and will be permitted to use compensatory hours banked at his or her option with approval of the department head when the work force permits. An employee may not utilize more than eighty (80) hours of compensatory time per year. There will be

no carry over of compensatory time from year to year. In the event an employee has the maximum hours in his compensatory-time bank, he will receive pay for overtime hours worked.

- An Employee may opt to cash in compensatory hours at any time during the year for cash. A written request must be submitted to payroll within a two (2) week notice prior to the date the check will be received. Requests for comp time for the month of December must be received and approved by November 30th. No additional comp time will be accumulated during December. Payout for remaining monies in the employee's comp 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, in such event, the Union agrees to hold the Township harmless so that the Township shall not be obligated to pay an Employee time and one-half (1-1/2) plus allow an Employee compensatory time off.

Section 4. Due to a change in daylight savings time, it is agreed that:

- 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 hour worked;
- Any Employee working seven (7) hours or eleven (11) hours because of the daylight savings time change will be paid for eight (8) hours or twelve (12) hours.

Section 5. Detective Bureau On-Call Assignments: Members assigned to be on-call shall be compensated with three (3) hours pay at straight-time rates for each week.

Section 6. All employees covered by this agreement shall be required to show up ¼ hour early for work each work day and shall be paid at a rate of time and one half for the early show up.

Section 7. On-Call Status – One Command Officer each week shall be placed on “On-Call Status”. The On-Call Status shall be rotated between all members of the

command staff and divided equally throughout the year. The On-Call Command Officer will be responsible for fielding all calls during that weekly period. The On-Call Command Officer shall receive three (3) hours of regular straight time pay as their on-call compensation.

Section 8. Field Training Officers (FTO's) and Communication Training Officer (CTO) that are training a new officer will receive an additional 2 hours of straight time per the Daily Observation Report.

ARTICLE 15 - HOLIDAYS

Section 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 1st - Law Day
- May, Last Monday - Memorial Day
- July 4th - Independence Day
- September, First Monday - Labor Day
- November 11th - Veteran's Day
- November, 4th Thursday - Thanksgiving Day
- November, Friday after Thanksgiving Day
- December 24th - Christmas Eve
- December 25th - Christmas Day
- December 31st - New Year's Eve
- January 1st, New Year's Day
- Martin Luther King's Birthday
(as determined by the State of Michigan)
- February, 3rd Monday - Washington's Birthday

Section 2. If any of the above enumerated holidays fall on a Saturday or a Sunday, and the Monday following is observed as a holiday by the State or Federal Government it shall be paid as such holiday.

Section 3. Employees on earned vacation when a holiday falls on a scheduled work day will be entitled to an additional day off with pay.

Section 4. In order to be eligible for holiday pay, the Employee must work his last scheduled work day prior to the holiday, the holiday, and after the holiday, except that if an Employee is on a scheduled day off, personal leave day, duty disabled day, comp day, vacation day, or approved sick leave, he will be paid for the unworked holiday. Employees who produce a physician's statement verifying their illness on a day prior to or after a holiday will be paid for the holiday.

Section 5. All members required to work on a holiday shall be paid time and a half (1-1/2) for all hours worked on such holiday, as defined in this contract, in addition to regular pay for such holiday. All overtime hours worked on a holiday shall be paid at double time and one-half (2-1/2).

Section 6. The Lieutenants will be paid for holidays in the payroll they are worked. All other Sergeants will receive a lump sum payment for holidays, paid out at year end in the first pay period of December.

ARTICLE 16 - PENSION

Section 1. Except as noted in Section 4, the pension plan as established by Municipal Employee Retirement System (M.E.R.S.) identified as:

- Benefit B-4 (2.5% Multiplier)

- F-50 / 25 (No reduction in benefits if age 50 is attained with either 25 or 30 years of credited service).

- RS-50 shall be instituted by the Township effective April 1, 1992.

- FAC 3 (Final Average Compensation (FAC) to be computed on the highest 36 consecutive months of earnings)

All maintenance expenses and administration costs of the Pension Plan shall be paid by the Township.

Section 2. Effective July 1, 2008, or as soon thereafter as can be implemented, the employees obligation to the MERS Pension as defined in Section 1 above shall be decreased to five (5%) percent of gross wages, effective the first pay period after ratification, with the Employer funding the remainder.

Section 3. 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.

Section 4. For all members hired after January 1, 2010, they are provided with a Defined Benefit 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.

Section 5. For members hired after January 1, 2011 the Township shall contribute 2% of base wages into the employee's MERS 457 or VOYA 457 (b) plan, organized under IRC 457 (b). The member is required to contribute 2% into this account to participate in this program. This payment shall only apply to those members hired after January 1, 2011 on the Tier 2 pension plan.

ARTICLE 17 - INSURANCE

Active Employee Health, Surgical, Dental and Optical Insurance

Section 1.

A. The Township shall provide two health insurance plans.

BCN HMO BCN \$500	BCBSM PPO Simply Blue 250/EHIM Wrap Plan	
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

Mo. Contributions: BCN HMO S: \$25 2-Person: \$37 Family: \$50

SB PPO 250: S: \$50.00 2-Person \$75.00 Family: \$100

- B. The Township agrees to opt out from Public Act 152 for the 4 years of this contract.
- C. The parties agree the Employer has the right to insure at a lower level and/or provide a 3rd party to reinsure, self-insure or use a wrap plan to provide the benefits under this Article if the coverage is equivalent or better.
- D. The Township shall 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] and as such Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.
- E. The Township may reopen the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues.
- F. Effective October 1, 2022:
 - (i) Members of the group will make contributions based on the plan selected, bi-weekly (pre-tax) for the first 24 annual pays.
 - Payment under this provision will begin effective October 1, 2022.
 - Retirees eligible for health care in retirement will be provided health care under either the Simply Blue PPO Plan or BCN HMO. Eligible Retirees will be able to choose their plan at open enrollment. Payments under this provision will not continue into retirement.

Section 2. 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.

Section 3. Health Insurance Opt-Out 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 a \$2,400.00 cash per year incentive to eligible employees who elect to decline the Township's medical plan during the entire 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.

- b. Employees will be able to decline coverage consistent with the criteria established by the Township and Blue Cross / Blue Shield.
- c. Employees will be able to reenroll in the Township's medical plan when they are covered under health insurance from another source and lose that coverage as soon as they are allowed by applicable Blue Cross / Blue Shield policy.
- d. When an employee makes a decision to reenroll in the Township's medical plan which is not caused by the loss of health insurance from another source, that employee cannot reenroll until the next annual enrollment period.
- e. If a member's spouse is also an employee of the Township, only one contract covering the spouse and family. (No eligibility for opt-out).

Section 4. Dental Insurance The Township will provide a dental program for all full-time employees, one policy per family, which provides:

- One hundred (100%) percent of treatment cost for preventative, diagnostic (except radiographs) and emergency palliative (Class 1) services.
- Seventy-Five (75%) percent of the balance of Class 1 benefits paid by delta dental
- Fifty (50%) percent of treatment costs paid by Delta on Class 2 benefits

There shall be a one thousand dollar (\$1,000) maximum per person per contract year. This coverage will reflect the deductible of \$50.00 per person with a maximum of \$150.00 per family.

Section 5. The Township shall pay (in accordance with this Article) hospital, surgical, and dental 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.

Section 6. Optical Insurance The township will provide optical benefits for full time employees and their dependents, equal to or of greater coverage than that currently in effect.

Section 7. Family Continuation

The parties agree employer has the option to suspend the family continuation rider as long as the National Health Care Act of 2010 provides for the family continuation benefit. The family continuation rider has been eliminated effective January 1, 2011 due to the National Health Care Reform of 2010. Should this Bill be repealed, the Family Continuation Rider will be reinstated if available from the Carrier.

Retiree Insurance

Section 1. Retirees who are not eligible for Medicare.

Effective January 1, 2009 the following retiree health care provisions become effective.

For members who retire from the Township after January 1, 2009 and were hired prior to January 1, 2010, after meeting the age and service requirements for regular pension, the Township agrees to provide and fully pay for two-person coverage only, provided the spouse or eligible dependent is of record at the time of retirement. The employer shall provide the same plans offered to active members. Retirees eligible for health care in retirement will be provided health care under either the Simply Blue PPO Plan or BCN HMO. Eligible Retirees will be able to choose their plan at open enrollment.

The parties agree the Employer has the right to insure at a lower level and provide a 3rd party to reinsure, self-insure or use a wrap plan to provide BC/BS PPO benefits provided above.

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 two (2) person coverage for active members will be granted to members who retire with a regular service pension under this provision.

Any reduction in the two (2) person coverage for active members may, at the Township's sole discretion and option, also result in the same reduction for retired members.

A retired member may also, at his/her sole option and expense, purchase family coverage offered to active employees by paying the difference in premium between family coverage and two (2) person coverage. This coverage must be paid for in advance. These benefits may also be changed as noted above.

Section 2. Retirees who become eligible for Medicare

A retiree and / or spouse who is eligible for Medicare, must enroll in Medicare to receive the benefits noted above. The coverage in Section 1 above will be secondary to any Medicare coverage and will not be provided if the individual is receiving, or is eligible to receive, health care benefits elsewhere.

The Medicare eligible retiree must attain both parts "A" and "B" and pay for those benefits. The supplemental insurance provided by the employer shall not diminish those health insurance benefits received prior to becoming eligible for Medicare but will be secondary as stated above.

Section 3. 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.

Section 4. Where a current employee who is eligible for Township retiree health care retires and is also 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:

- a. 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 of 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.

- b. 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.

Section 5. Retiree Healthcare Savings Program – For all members hired after January 1, 2010, retiree health insurance was eliminated. Those members covered by this provision will have a 3.5% employer contribution, as well as a mandatory 3% employee contribution on base wages only.

ARTICLE 18 - LEGAL REPRESENTATION

Section 1. The Employer will provide and pay such costs for legal representation required by an Employee while he or she was in the performance of his or her police duties.

ARTICLE 19 - VACATION

Section 1. Full time employees will be eligible for vacation with pay for weeks or days in accordance with the length of service from the date of hire, which is their anniversary date as shown below.

<u>Length of Service</u>		<u>Regular</u>	
<u>At Least</u>	<u>Less Than</u>	<u>Weeks</u>	<u>Days</u>
5 years	10 years	3+2	17
10 years	15 years	3+4	19
15 years	20 years	4+3	23
20 years	25 years	5+0	25
25 years	or more	5+1	26

Section 2. A vacation schedule shall be selected twice annually for the periods of October 1st through March 31st, which shall be known as the winter vacation,

and April 1st through September 30th, which shall be known as the summer vacation period. Vacations will be selected under the following guidelines:

1. Vacation period selection shall be made for a two (2) week period.
2. Seniority shall have preference on vacation requests during the two-week period with the exception that a senior employee choosing to use 24 hours or less vacation days (hours) at one time will not be allowed to do so at the expense of a less senior employee's vacation which exceeds 32 hours.
3. Vacations must be arranged by the individual with the Chief of Police at least thirty (30) days notice preceding the beginning date of the vacation. All employee vacation time must be approved by the chief of police prior to the date of the vacation.
4. An employee may only exercise his or her seniority for the scheduled selection period for each vacation period. Therefore, once scheduled and past the initial bidding period for each vacation 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 available but only with prior approval of the Chief of Police and vacations must be arranged with at least thirty (30) days notice proceeding the beginning date of the vacation.
5. Unused vacation time is not compensable. Subject to approval by the Chief of Police, one (1) week or forty (40) hours of unused vacation time may be carried over from year to year.
6. The Chief of Police will determine the number of employees on vacation during any vacation period.
7. Vacation time awarded to any employee during vacation scheduling may be bid for but cannot be used until after the employee's anniversary date.
8. In the event of the death, retirement, voluntary 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 20 - LIFE INSURANCE

Section 1. The Employer shall provide all full-time officers, life insurance in the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars.

Section 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 or upon his or her death.

ARTICLE 21 - SICK LEAVE

Section 1. Full time Employees only shall earn eight (8) hours of sick time per month annually. No sick days may be used in the first ninety (90) days of employment. Sick days may be accumulated from year to year with unlimited accumulation. No payment for unused sick days 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 cap (maximum payment of fifty (50) days) of his sick day 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 time, the Employee shall not be entitled to fringe benefits except as provided for in retirement). Upon a favorable separation, with a minimum of ten (10) or more years of service, the employee is entitled to thirty percent (30%) with a one hundred (100) day cap (maximum payment of thirty (30) days). 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.

Section 2. Effective January 1, 2016, 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: On January 1, the member may sell back the sick time remaining in excess of 800 hours at 50% of the maximum 96 hours which was accrued in that calendar year. Should a member have less than 800 hours, as of January 1st of any calendar year, they will not be eligible for any payouts in that year under this section.

Section 3. Employees whose sick leave extends beyond (30) thirty consecutive days:

1. shall be eligible to receive a weekly payment in the amount 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. Sick leaves extending beyond (6) six months are eligible for long-term disability.
2. The township will provide a long-term disability policy for members who are on sick leave for 6 months, not to exceed 18 months.
3. Employees shall not earn sick time and personal time for sick leaves greater than 30 days.

Section 4. Extended sick leave may be used only with the permission of his 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 leave absence for over five (5) days.

Section 5. If an employee has not returned from a non-duty sick leave 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.

Section 6. Employees should notify their department head that they will be unable to work at least one (1) hour before their normal work day begins. In the event the department head is unavailable, then the employee shall notify the department.

Section 7. Sick leave may not be used before it is earned.

Section 8. Sick leave may be used at any time after it is earned.

Section 9. Sick leave may be used for the following purposes:

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

Section 10. 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 workman'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.

A. Additionally, The Employer 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. From one year to 18 months, the Employer will pay the difference between worker's compensation and 80% of base pay to each employee qualifying under this section.

B. In the event of a disputed worker's compensation claim, the Employer will

pay the difference between worker's compensation and base pay for the period, if any, that the claim is recognized as compensable under worker's compensation, subject to the provisions of Section A. above.

- C. Worker's Compensation: An employee who is off because of an on-duty accident, injury or illness and is receiving Worker's Compensation will lose their healthcare or seniority after 18 months except that their seniority and health insurance will continue if they have made an application for a disability retirement within the 18 month 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.

- D. 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.

Section 11. A doctor's note after three (3) consecutive days of illness will be required. A Doctor's note will also be required after 5 occurrences in 12 months in the calendar year or where reasonable basis exists to do so. An occurrence will include an Emergency Family Day.

ARTICLE 22 - FUNERAL LEAVE

Section 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

Section 2. If the funeral services 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 for a total of five (5) working days without loss of pay.

Section 3. In the event of the death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period 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	
Stepchildren	Stepfather	

Section 4. If a death occurs under these provisions while an employee is on furlough, upon notice, his status shall be changed to funeral leave.

ARTICLE 23 - PERSONAL TIME OFF

Section 1. Full time employees will receive six (6) days as of January of the year, to be used at the rate of no more than two (2) days per month with the approval of the department head. This will take effect on January 1, 2009. Personal days shall be accumulated from December 1 to November 31 of the following year. There will be no payout at the end of the year. The days must be used or they are lost. Should an employee leave their employment with the Township, they will be required to repay the Township prorate days which they have 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.

Section 2. In the event of an employee's death, the Township shall pay, in cash, any unused personal days to the employee's estate.

ARTICLE 24 - COURT APPEARANCE

Section 1. All full time Employees required to appear in Court, either Circuit, District or Municipal, 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 time and one-half (1-1/2)
2 - 8 hours	Time worked at the rate of time and one-half (1-1/2)

Section 2. The above provision shall not apply in any case of a civil nature unless requested or required by the Township.

Section 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 the current IRS standard mileage reimbursement, at time of reimbursement.

ARTICLE 25 - CLOTHING ALLOWANCE

Section 1. Each Employee shall be entitled to draw from a "Uniform Maintenance" allowance of One Thousand (\$1,000) Dollars each year for the purpose of replacing uniforms and dry cleaning of uniforms. Employer shall furnish for each Officer one hat badge, two breast badges, and eight sets of uniform patches which shall not be charged against the Officer's uniform allowance. Once notice of termination of employment or retirement is provided; no further Uniform Maintenance allowance will be permitted without the Police Chief's approval.

Section 2. The Uniform Maintenance allowance may not be used to purchase firearms but may be used at the Officer's discretion to purchase uniform hardware

items such as handcuffs.

Section 3. 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 an amount up to, but not exceeding One Hundred and 00/100 (\$100.00) Dollars. Radios, cameras, briefcases, and other items not worn on person are not included.

Section 4. An 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.

Section 5.

Payments under this Article will be made in the first full pay period in January to the member.

ARTICLE 26 - LONGEVITY

5 Years = \$ 500.00	10 Years = \$1,000.00	15 Years = \$1,500.00
20 Years = \$2,000.00	25 Years = \$2,500.00	30 Years = \$3,000.00
	35 Years = \$3,500.00	

- A. Effective January 1, 1998 longevity will be eliminated for any new individuals hired by the Township.

NOTE: TIME PERIODS REFERRED TO INCLUDE TOTAL LENGTH OF FULL-TIME SERVICE IN THE DEPARTMENT AND REQUIRE THE COMPELTION OF SUCH PERIOD AND COMMENCEMENT OF THE NEXT PERIOD.

ARTICLE 27 - 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. It does not apply to required elective classes or non-Law Enforcement required classes.

- (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.

ARTICLE 28 - SAVINGS CLAUSE

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 of 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 29 - COMPLIANCE WITH THE LAW

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.

All necessary language from the "Local Government and School District Accountability Act. Will be placed in the contract.

ARTICLE 30 - RATIFICATION

A. The Union acknowledges that the Employees of the bargaining unit upon the recommendation made by the officers of the Union ratified this Agreement on June 14, 2022.

ARTICLE 31 - DURATION

Section 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.

Section 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.

Section 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.

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

WITNESSED BY:

By: Catherine Derocher
Catherine Derocher; HR Manager

WHITE LAKE TOWNSHIP
By: Rik Kowall
Rik Kowall; Supervisor Date

By: Dan Keller
Dan Keller, Chief of Police Date

POLICE OFFICERS LABOR COUNCIL

By: Bradley Connell 9/29/22
Bradley Connell; Date

By: Matthew Silverthorn
Matthew Silverthorn; date

By: Christopher Hild
Christopher Hild; POLC, Date

WAGE SCHEDULE

2022 3.0% increase

Classification	Annual
Lieutenant	91,725
Sergeants	85,724
Dispatch	62,975

2023 2.5% increase

Classification	Annual
Lieutenant	95,311
Sergeants	88,251
Dispatch	64,831

January-December 2022

SERGEANT		
2022		
BASE	RANK 14.5%	TOTAL
74,868.33	10,855.91	85,724.24

January-December 2023

SERGEANT		
2023		
BASE	RANK 15%	TOTAL
76,740.04	11,511.01	88,251.05

January-December 2022

LIEUTENANT		
2022		
BASE	RANK 7%	TOTAL
85,724.24	6,000.70	91,724.94

January-December 2023

LIEUTENANT		
2023		
BASE	RANK 8%	TOTAL
88,251.05	7,060.08	95,311.13

January-December 2022

DISPATCHER COORDINATOR		
2022		
BASE	RANK 14.5%	TOTAL
55,000.00	7,975.00	62,975.00

January-December 2023

DISPATCHER COORDINATOR		
2023		
BASE	RANK 15%	TOTAL
56,375.00	8,456.25	64,831.25

2024 3% increase

Classification	Annual
Lieutenant	98,170
Sergeants	90,899
Dispatch	66,776

2025 2.5% increase

Classification	Annual
Lieutenant	100,625
Sergeants	93,171
Dispatch	68,446

January-December 2024

SERGEANT		
2024		
BASE	RANK 15%	TOTAL
79,042.24	11,856.34	90,898.58

January-December 2025

SERGEANT		
2025		
BASE	RANK 15%	TOTAL
81,018.30	12,152.74	93,171.04

January-December 2024

LIEUTENANT		
2024		
BASE	RANK 8%	TOTAL
90,898.58	7,271.89	98,170.46

January-December 2025

LIEUTENANT		
2025		
BASE	RANK 8%	TOTAL
93,171.04	7,453.68	100,624.73

January-December 2024

DISPATCHER COORDINATOR		
2024		
BASE	RANK 15%	TOTAL
58,066.25	8,709.94	66,776.19

January-December 2025

DISPATCHER COORDINATOR		
2025		
BASE	RANK 15%	TOTAL
59,517.91	8,927.69	68,445.59