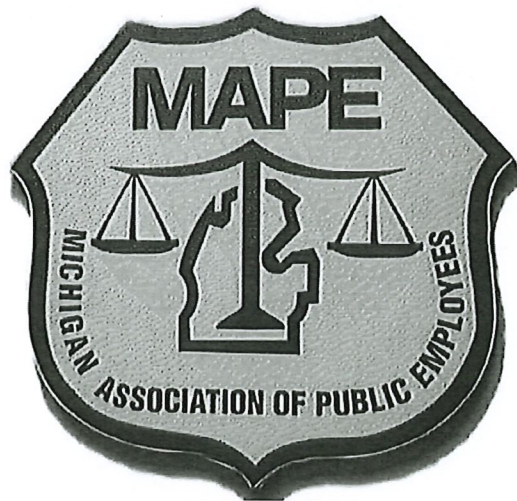


AGREEMENT
between
TOWNSHIP OF WHITE LAKE
and
MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES
on behalf of
White Lake Municipal Employees Association



January 1, 2022 through December 31, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>CONTENTS</u>	<u>PAGE NO.</u>
	AGREEMENT	1
I	UNION SECURITY	1
II	DUES DEDUCTION	2
III	STEWARDS	3
IV	PLEDGE AGAINST DISCRIMINATION	4
V	UNION ACTIVITY	5
VI	NO STRIKE CLAUSE	5
VII	RECOGNITION OF UNION	6
VIII	DISCHARGE AND DISCIPLINE	7
IX	CONDITIONS OF EMPLOYMENT	8
X	SENIORITY	8
XI	HOURS OF WORK	10
XII	LEAVES OF ABSENCES	12
XIII	SPECIAL CONFERENCES	16
XIV	GRIEVANCE PROCEDURE	17
XV	BULLETIN BOARD	21
XVI	VISITS BY UNION REPRESENTATIVES	21
XVII	TEMPORARY AND SEASONAL EMPLOYEES	22
XVIII	CLASSIFICATIONS	22
XIX	WAGES	23

XX	WAGE SCALE	24
XXI	LONGEVITY	26
XXII	INSURANCE	27
XXIII	POSTINGS, TRANSFERS, PROMOTIONS DEMOTIONS	29
XXIV	SUBCONTRACTING	32
XXV	RETIREMENT	33
XXVI	LAYOFF AND RECALL	36
XXVII	WORKERS COMPENSATION	37
XXVIII	VACATION	38
XXIX	SICK LEAVE	40
XXX	PERSONAL DAYS	41
XXXI	EDUCATIONAL REIMBURSEMENT	42
XXXII	UNIFORM CLOTHING ALLOWANCE	42
XXXIII	WAIVER OF BARGAINING	43
XXXIV	MANAGEMENT RIGHTS CLAUSE	43
XXXV	DURATION CLAUSE	46

AGREEMENT

This Agreement, made and entered into this 15th day of February, 2022 by and between the White Lake Township, herein referred to as the "Employer" or the "Township" and the Michigan Association of Public Employees, representing the White Lake Township General Employees Association, herein referred to as the "Union".

ARTICLE I UNION SECURITY

1. The Employer recognizes and agrees that membership in the Union is not compulsory. Employees in the classifications comprising the bargaining unit covered by the Agreement have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party to this Agreement shall exert any pressure on or discriminate against any employee in regards to such matters.

2. Membership in the Union is separate, apart and distinct from an employee's obligation to pay for bargaining by the Union to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in classifications comprising the bargaining fairly and equally without regard to whether or not an employee is a member of the Union.

3. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form; the Employer agrees to deduct Union dues/fees to become effective the first

payday of the month following the employee's successful completion of thirty (30) days of employment.

4. In consideration of the Employer's entering into this Collective Bargaining Agreement, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction. It is not intended that the Union should bear any of the costs of collecting dues under the check-off contained in the Collective Bargaining Agreement.
5. The parties agree that should the Michigan Right to Work Act be repealed or determined with finality to be unlawful, the Union Security provisions found in Article 1 of the 2011-2013 Collective Bargaining Agreement between White Lake Township and Teamster's Local 214 shall be reinstated. However, both parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE II **DUES DEDUCTION**

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of employees represented by the Union all dues or representation fees of the Michigan Association of Public Employees (MAPE), provided, however, that the Union presents to the Employer, authorization signed by such employees allowing such deductions and payments to the Union. This may be done through the Steward of the Local Union. The amount of dues or representation fees shall be certified to the Employer by the Union and the Employer will collect and transmit

the authorized monthly fees to the Union in accordance with the terms of this Agreement.

ARTICLE III
STEWARDS

1. The Employer recognizes the right of the Local Union membership to elect one (1) Steward and one (1) Alternate Steward from the Employer's seniority list. The authority of the Steward and Alternate Steward so elected by the Local Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances with a represented employee's supervisor and the Township Supervisor in accordance with the provisions of the Collective Bargaining Agreement;
- B. The collection of regular and usual dues outside of the Employer's time when authorized by appropriate Local union action;
- C. The transmission of messages and information which originate from and are authorized by the Local Union or its officers provided such messages and information:
 - have been reduced to writing; or
 - if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-down, refusal to handle goods, or any other interference with the Employer's business.

2. The Steward and Alternate Steward have no authority to take, encourage or tolerate strike actions, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted reasonable time to investigate, present and process formal grievances on the Employer's

property without the loss of time or pay during his regular working hours, provided that in each and every instance where such time is required, it shall be agreed upon previously by the Steward and the department head and Township Supervisor.

ARTICLE IV
PLEDGE AGAINST DISCRIMINATION

1. The provision 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, disability, political affiliation, sexual orientation or any other factor unrelated to one's ability to perform a given job. The Union shall share equally with the Employer, the responsibility for applying this provision of the Agreement. Wherever the male gender is used in reference in the Agreement, it shall be construed to include male and female employees.

2. Non-Discrimination-The Township of White Lake is an Equal Opportunity Employer. The Township endorses and supports a policy of non-discrimination against any person on the basis of race, color, religion, sex, national origin or any disability covered by the American's With Disabilities Act. Such practice and policy of non-discrimination shall be extended to all persons, including, but not limited to, applicants for employment, employees for promotion, transfer and/or disciplinary action involving employees of the supervisory classification. Any applicant for employment, transfer or promotion protected by the American's With Disabilities Act must notify the Township within the prescribed notification period if a reasonable accommodation is requested, in accordance with all Federal rules and regulations.

3. Alleged violations of this Article shall not serve as a basis to file grievances under the grievance procedure.

ARTICLE V
UNION ACTIVITY

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or Employer's representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, unless illegal or unauthorized.

The Employer shall not aid, promote or finance any labor group or organization or group of employees purposely to engage in collective bargaining or make any agreement with any such group of employees that would violate any rights of the Union under this Agreement.

The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE VI
NO STRIKE CLAUSE

1. The parties hereto, recognizing that it is essential for the health, safety and public welfare that services to the public be without interruption, agree that there shall be no strikes, concerted effort or work stoppage during the term of this Agreement.

2. In the event of a strike, work stoppage or other hindrance, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the Agreement and that they may be discharged and instruct all such persons to immediately cease the offending conduct. Such notices of instruction

shall be by telegram or certified special delivery mail, with a copy to the Township Supervisor.

3. Any strike of the employees, entered into or called for by the Union, shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.
4. The Township shall have the right to discipline any employee who is responsible for, participates in, or gives leadership to any activities herein prohibited and such action shall not be subject to the grievance procedure.

ARTICLE VII
RECOGNITION OF UNION

Pursuant to the Agreement between the parties the Employer hereby recognizes the Union as the sole and exclusive representative for purposes of collective bargaining in respect to wage, rates of pay, hours of employment or other conditions of employment, of the term of this Agreement of the employees as herein defined, employees as:

All regular full time non-supervisory employees in the following departments:

- Water Department
- Senior Center
- Community Development Department
- Clerk's Office
- Maintenance Department
- Assessor's Office
- Treasurer's Office

Excluding all employees in the Police Department, Supervisor's Office if they meet the criteria for confidential or exempt employees under the Michigan Employment Relations Commission, Fire Department, except for the Fire Department Secretary who is in the bargaining unit, Supervisory employees, elected officials and confidential employees.

ARTICLE VIII
DISCHARGE AND DISCIPLINE

1. Notice to Union-The Employer agrees to furnish the employee with at least two (2) copies of a written notice of discharge or discipline, and the employee may deliver a copy of such notice to his/her Steward.

2. Appeal of Discharge or Discipline-If the employee desires to appeal his/her discharge or discipline the grievance procedure shall be followed.

3. Discipline-
 - A. The intent and purpose of the following is to provide for a progressive disciplinary system where appropriate. The parties recognize that certain cases may require the imposition of non-progressive discipline based upon the severity of the offense. The parties recognize that discipline will not be imposed without just cause. Nothing in this article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereafter to the Union after the time such immediate action is taken.

 - B. Notification within a reasonable time shall be given to the Steward or Union representative prior to any disciplinary action taken against any member which may result in any official entries being added to their personnel file. The Employer agrees that upon imposing any form of discipline, the designated Steward or representative shall be notified in writing of the action taken. A notation of oral reprimand by date and subject only, may be placed in the employee's personnel file.

- C. The Steward or another representative of the Union may be present at the time disciplinary action is imposed and shall represent the employee at all levels in disciplinary proceedings. Oral and written reprimands shall not be processed to arbitration.
- D. Where disciplinary action is necessary, the Employer may, where appropriate, use the following procedure:
 - (1) Oral reprimand
 - (2) Written reprimand
 - (3) Suspension, not to exceed thirty (30) days, transfer to existing vacancy or demotion
 - (4) Removal or discharge
- E. The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.

ARTICLE IX
CONDITIONS OF EMPLOYMENT

General-Employees of the Charter Township of White Lake are "Public Employees". The very purpose of employment is to serve the local governmental needs of the citizens of the Township. Employees are expected to serve the citizens of the Township with courtesy, helpfulness, tolerance and patience.

ARTICLE X
SENIORITY

1. Seniority Date-Seniority date shall be based on the length of continuous service from date of full time employment to a Township position. Employees transferring from part time employment to full time employment shall not receive credits toward seniority for the period of part time employment.

2. Probationary Period-A probationary period of **twelve (12)** months is established for new employees starting on the date of hire. The probationary period shall not include any time served as a part time employee.

Written notice shall be given to the employee, by the department head, at the end of the probationary period indicating the successful completion of the probationary period.

3. Dismissal-A probationary employee may be dismissed at anytime for any reason by the department head, with the concurrence of the supervisor, at any time during the probationary period. Written notice of the dismissal, stating the reasons for the dismissal, shall be given to the probationary employee. Such discipline or discharge shall not be subject to the grievance procedure and the Employer's decision shall be final.

4. Leaves of Absence and Suspension-Employees off duty for unpaid personal reasons, on leave of absence without pay, or employees suspended without pay for just cause shall have such periods deducted from seniority:

The following shall not be considered as breaks in service:

- A. Military leave during the time of war as defined in the Veteran's Preference Act.
- B. Absence from work due to injuries compensated for under Worker's Compensation Act for a period of no longer than two (2) years.
- C. Approved educational leave.
- D. Approved medical leave-no longer than one (1) year.
- E. Family medical leave.
- F. Jury duty.

5. Layoff-Time elapsed between periods of layoff and re-employment shall be deducted from seniority. An individual who does not return within the time frame noted above will lose their seniority and not be eligible to return to work with the Employer. Loss of seniority may also occur due to a layoff which exceeds two (2) years, termination for cause under the collective bargaining agreement and the failure to return to work from an approved leave.

ARTICLE XI HOURS OF WORK

1. The normal hours of work: for full time employees shall be seven and one-half (7½) hours per day with an unpaid lunch period each day worked.
2. The normal workweek: for full time employees shall be Monday through Friday.
3. Overtime: employees shall be paid at an overtime rate of one and one-half (1½) times their hourly rate for all hours worked over their regularly scheduled workday or workweek.
4. Shift Premium: Any member working a shift with a start time of 12:00 pm or later, shall be considered working “afternoons” and shall receive a three percent (3%) shift premium, based on their regular hourly rate of pay. This shall only be payable if a member shall serve in the afternoon shift for 5 consecutive working days or greater. The Employer shall not deviate from the Employee’s normal work schedule to avoid payment of shift premium.
5. Weekend and Holiday Overtime: employees shall be paid at an overtime rate of one and one-half (1½) times their hourly rate for all hours worked on Saturday, Sunday and holidays plus holiday pay.

6. Call Backs:

A. An employee that 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.

B. Call in Pay Clarification – Employer agrees to all allow an employee to flex hours to eliminate wait time before after hour meetings; however only actual time worked is paid at OT rate. A minimum of two (2) hours of call in pay will be paid when an employee is called in two (2) or more hours outside of their working hours and it is not for a regularly scheduled meeting or part of their regular job but is a non-scheduled event.

7. The parties agree to discuss the concept of expanding Township Office hours which will increase the number of hours employees are regularly scheduled to work from 37.5 to 40 hours per week.

8. Hours of Work /Holidays – 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 an approved 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 herein. (Extended sick leave is any sick absence for over five days):

9. Change to Work Schedule: each employee shall be subject to the work schedule established by the Township Supervisor or department head. However, a department head may temporarily approve deviations from an employee's normal work schedule when dictated by Township needs or at the request of the employee when supported by sufficient need. A decision by the department head or supervisor shall not be subject to challenge through

the grievance procedure. All employees' requests for verifications in the normal work schedule shall be approved in advance and the Township shall accrue no overtime liability as a result of approving the employee's request.

A. The decision of the Township Supervisor or department head to deviate from an employee's normal work schedule shall not be made for the sole purpose of avoiding overtime or the payment of overtime.

10. At the Township's sole discretion, the Township may go to a 4-day workweek on a trial period. This may occur during the summer or during other periods as deemed appropriate by the Township. Prior notification will be provided to the Union.

11. Compensatory Time Limitations: overtime compensation shall be compensated by payment at the appropriate rate of pay unless compensatory time is requested by the employee and approved by the supervisor or his/her designee. The decision to grant or deny compensatory time shall not be subject to the grievance procedure. In any event, compensatory time accumulation shall not exceed forty (40) hours in any one calendar year. Time earned in excess of forty (40) hours will be automatically paid at the appropriate rate of pay. Upon termination, retirement or death all accumulated compensatory time will be paid in full. Compensatory time shall not be carried over from year to year. All 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. The payout for any hours remaining in the employee's compensatory bank will be made in the first pay period in December.

ARTICLE XII
LEAVES OF ABSENCES

1. Personal Business Leave: effective January 1st each year employees classified as full time will receive six (6) personal leave days, to be used at a rate of no more than two (2) days per month with the approval of the department head or his designee. The days must be used or they are lost. Should an employee leave the employment of the Township, they will be required to repay the Township the proration of days, which they had not yet earned but had used.

A. No payment will be made for accrued personal leave days at termination of employment for any reason.

B. Effective January 1, 2008 personal business leave days will be eliminated for new hires except as noted in Article 29-Sick Leave Provision.

2. Bereavement Leave: in case of death in the employee's "immediate family", a consecutive five (5) day leave of absence will be granted with pay, excluding Saturdays, Sundays and holidays.

A. An employee's "immediate family" shall consist of spouse, child, stepchild living in household, brother, sister, parent, or a member of the employee's household who resides permanently in the household.

In case of death of "other family" members, a leave of absence shall be granted with pay for three (3) consecutive days, excluding Saturdays, Sundays and holidays.

A. An employee's "other family" members shall consist of a parent of a spouse, grandchild, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law and a stepchild not living in the household.

One (1) additional day (that day following the funeral) shall be allowed for travel time for those traveling from a funeral located two hundred (200) miles or more from White Lake Township.

3. Jury Duty: An employee required to serve on jury duty shall suffer no salary deduction. An employee who is summoned for jury duty and who provides satisfactory evidence of such jury duty, including the hours of such duty, shall be compensated for those hours spent (performing jury duty) during such hours the employee was scheduled to work. Prior notice must be given to the department head of such jury duty. Any jury duty fees or remuneration earned while performing jury duty during working hours shall be surrendered to the Township Treasury. The employee may retain compensation for mileage to and from court for jury duty.

4. Military Leave: An employee who has served three (3) months, but less than one (1) year with the Township, and enters military service, shall be allowed prorated vacation time with a maximum not to exceed five (5) days, paid to him at the time he leaves the Township to enter military service. Vacation and sick leave time shall not accrue during periods of military leave. However, upon reinstatement, for the purpose of determining any vacation time, the years of service with the Township shall be the total of year's employment plus years, or fraction thereof, of required military service.

A full time employee who enters military service shall be granted a leave of absence without pay for the duration of the required military duty and for a period of ninety (90) calendar days after discharge. At any time before the expiration of such military leave, the employee shall have the right to return to employment with the Township provided:

- A. Employee is still qualified for employment.
- B. Employee has been honorably discharged.
- C. Employee can pass required physical examination.

In the event employee's former position is not available or employee is no longer physically qualified for his former position and is able to satisfactorily perform

duties of another position, every effort shall be made to place such employee in another position.

Upon reinstatement from military leave to Township employment the employee shall be returned to the range and step comparable to that held before leaving for military service.

Employees enlisted in the National Guard, Service Reserves or other such units, are permitted to take a leave of absence without pay during the annual training period; this leave is not to exceed two (2) weeks per calendar year, vacation privileges are not affected by such leaves. However, an individual who receives military training leave will automatically be considered last when the schedule for vacation leave is determined. An employee may use his/her vacation time for this absence.

5. Maternity Leave: Maternity related absences shall be treated as a non-duty related disability for purposes of use of leaves and benefits as provided elsewhere within this collective bargaining agreement.

Where an employee desires to use sick leave to cover such absence the Township shall require the same certifications of doctors as is required in the case of other types of non-duty disabilities before the employee is eligible to receive such benefits.

Employees may, at their option, elect to take a leave of absence for up to one (1) year without pay and benefits to cover, all or a portion of, a period of absence due to maternity.

Employees shall notify their department head prior to the seventh (7th) month of pregnancy to make arrangements for continuation of benefits and/or leave of absence.

6. Disability Leave: An employee may, with the approval of the department head and the Supervisor, elect to take a leave of absence without pay or benefits to cover all or part of an absence due to a non-duty related disability.

7. Family Medical Leave Act: Eligible unit employees will be accorded family medical leave in accordance with the provisions of the Family Medical Leave Act (FMLA) of 1993, as amended. At the Employer's option sick, personal and vacation time may be required to be used during a FMLA qualifying leave. They will be required in the order above. In no event will an employee be required to reduce their vacation banks to less than thirty-seven and one-half (37½) hours.

ARTICLE XIII
SPECIAL CONFERENCE

1. Purpose and Intent: In mutual recognition that important matters may arise during the term of this Agreement, which necessitates conferences between the Union and the Employer, the parties hereby agree to meet for such purposes by mutual consent.

2. Time, Place, General Provisions Concerning Special Conferences:
 - A. Special conferences shall be held after working hours for the day shift except when mutually agreed to the contrary. The Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference during their regularly scheduled working hours.
 - B. The Employer and the Union shall be represented at such conferences by at least two (2) representatives.

- C. The Employer and the Union shall present to each other, prior to the start of the conferences, an agenda of any matters they wish to discuss and the conferences shall be confined to those matters unless both parties mutually agree to extend the agenda.
- D. The place of the conference shall be the premises of the Employer. The Union representative(s) may meet on such premises for a period not to exceed one-half (½) hour immediately preceding the scheduled time of the conference.

ARTICLE XIV
GRIEVANCE PROCEDURE

Definition: A grievance shall mean a complaint by an employee or group of employees that there has been a violation of this Agreement.

1. **Election of Remedies:** The grievance procedure shall not apply to:
 - A. Any claim in which proceedings are pending or become pending before any state or federal administrative tribunal, agency or court, it being the intention of the parties that a grievant or grievants shall have one remedy only.
2. **Exceptions From Grievance Procedure:** The following matters shall not be the basis of any grievance under the procedure established in this Article:
 - A. The termination of services or failure to re-employ any probationary employee.

- B. Any matter, which is in the discretion of the Township and is not subject to the grievance procedure.
- C. The parties acknowledge that reprimands or warnings do not involve the loss of pay or benefits. If a reprimand or warning includes the loss of pay or benefits it is subject to the grievance procedure.

3. **General Provisions Affecting Grievance Procedures:** The following provisions shall apply in the presentation of any grievance under the procedure established hereafter in the Grievance Procedure of this Article:

- A. Any employee who believes he/she may have a grievance shall first discuss the matter with his/her Steward.
- B. The Union shall be entitled to have a representative present at each Step of the Grievance Procedure and such representative may present the grievance if the employee consents thereto.
- C. After Step One, any appeal to a higher Step in the Grievance Procedure shall be in written form setting forth specifically the incident, occurrence or conditions and the grounds upon which the grievance and appeal is based and must set forth the express provisions of the collective bargaining agreement which have been violated.
- D. Failure to appeal a decision at any Step of the Grievance Procedure within the specified time limits shall be deemed a withdrawal of the grievance.
- E. Time limits specified in the Grievance Procedure may be extended in any specific instance by mutual agreement in writing.

F. After Step One of the Grievance Procedure, any hearings under the succeeding steps shall be conducted during working hours, except when mutually agreed to the contrary. When any such hearing is held during working hours employees who are required to be present at the hearings shall be excused with pay from their regular duties for that purpose if it is approved by the Employer. Provided, however, the Employer shall not be obligated to excuse and/or pay more than two (2) Union representatives for any such hearings. Should the employees not be afforded release time, the meetings may be after work hours.

4. Grievance Procedure:

- A. **Step One-Verbal** Any time within five (5) working days of the date of the occurrence or knowledge out of which the grievance arises, if the employee feels he/she has a grievance and has reviewed it with his/her Steward, it shall then be discussed with the immediate Supervisor in an attempt to resolve the grievance by informal conference. If the matter is not settled to the satisfaction of the employee, it may be appealed in accordance with the following procedure.
- B. **Step Two-Written** If the grieving party desires to appeal the decision in Step One, within five (5) working days, excluding Saturdays, Sundays and Holidays, of such decision, he/she shall file a written appeal with the department head who shall arrange and conduct a hearing within five (5) working days, excluding Saturdays, Sundays and Holidays, of receipt of such appeal and shall give his/her written decision on such hearing within five (5) working days excluding Saturdays, Sundays and Holidays, after such hearing.
- C. **Step Three-Supervisor** In the event the grievance is not disposed of during the Step Two process, then and in that event, within ten (10) working days after the decision of the department head, the matter shall be referred

in writing to the Township Supervisor. The Township Supervisor or his/her designee shall hold a hearing within ten (10) working days of receipt of the grievance and shall issue his determination within ten (10) working days of the termination of the grievance hearing. The Township Supervisor's determination shall be supplied to the Union Steward.

D. Step Four-Arbitration If the grieving party is not satisfied with the decision rendered by the Township Supervisor, they shall have the right to appeal to the Federal Mediation and Conciliation Services (FMCS) or to American Arbitration Association (AAA).

E. Step Five Final and Binding Arbitration

1. Within thirty (30) calendar days after receipt of the Township Supervisor's answer as submitted by the Township Supervisor, the Union may move the grievance to arbitration by notifying the Township of its intent to arbitrate. The parties shall attempt to mutually select an arbitrator. If, within ten (10) calendar days from the Union's notice of intent to arbitrate, an arbitrator has not been mutually selected, the grievance may then be appealed to the Federal Mediation and Conciliation Services (FMCS) or the American Arbitration Association (AAA) to be processed in accordance with its voluntary labor arbitration rules.

2. The Township and the Union shall share the arbitrators' fees and expenses equally. Neither the Township nor the Union shall be required to pay the expenses of witnesses called by the other party.

3. The arbitrator's decision shall be binding on both parties; however, the arbitrator shall have no power to add or subtract from or modify any of the terms of this agreement or to substitute his/her discretion for that of the Township.

ARTICLE XV
BULLETIN BOARD

1. The Township shall provide the Union with a bulletin board at Township Hall for posting of notices set forth in Section 2 below, provided such notices are initiated by the Union Steward. The Union will submit one (1) copy of said notice to the Township Supervisor prior to it being posted on the bulletin board.

2. Notices shall be restricted to the following types:
 - A. Notices of Union social and recreational events.
 - B. Notices of Union elections, appointments and results thereof.
 - C. Notices of Union meetings.
 - D. Notices of Union educational classes, conferences or conventions.
 - E. Items for sale owned by Union members.

3. The bulletin board shall not be used by the Union or its members for disseminating political matter of any kind whatsoever.

ARTICLE XVI
VISITS BY UNION REPRESENTATIVES

The business representative of the Union shall have reasonable access to the Township's premises where unit employees work for the purpose of adjusting grievances and representing members of the Union, at any time during the working hours which does not interfere with the performance of the Employee's work; provided that contact is first made with the Township Supervisor or Designee.

ARTICLE XVII
TEMPORARY AND SEASONAL EMPLOYEES

The Township may employ temporary and/or seasonal employees for the purpose of complimenting the workforce. The use of temporary/seasonal employees will not result in the layoff of existing bargaining unit members.

ARTICLE XVIII
CLASSIFICATIONS

The Michigan Association of Public Employees represent the following hourly classifications in the non-supervisory unit. After review, some classifications may be amended to more accurately reflect the job description. The Union will be informed of classifications changes during the review process.

Appraiser II

Accounting Clerk

Executive Secretary

Election Specialist

Senior Election Specialist

Bank Specialist

Senior Treasury Specialist

Secretary

Senior Center Program Developer

Clerk II

Clerk I
Custodian
Building Inspector
Maintenance Worker
Ordinance Officer
Staff Planner
Senior Planner
Water Utility Maintenance Worker

The Water Utility Maintenance Worker shall be in its own series and shall not be eligible for bumping rights or lateral transfers from other series.

ARTICLE XIX
WAGES

The wage scale is attached and reflects the following:

Effective February 1, 2022 3% increase
Effective January 1, 2023 2.5% increase
Effective January 1, 2024 3% increase
Effective January 1, 2025 2.5% increase

A one-time payment of \$750.00 if ratified by the Unit on or before 2.8.22. In addition, the Township shall add the value of the 3% wage increase in a lump sum bonus from 1.1.22 – 2.8.22

ARTICLE XX

WAGE SCALE

Position	JAN 2021 - 2.5%	JAN 2022 - 3%	JAN 2023 - 2.5%	JAN 2024 - 3%	JAN 2025- 2.5%
Appraiser II					
Start	55,860	57,536	58,974	60,743	62,262
6 Mo	57,603	59,331	60,815	62,639	64,205
1 Yr	59,516	61,301	62,834	64,719	66,337
2 Yr	61,352	63,192	64,772	66,715	68,383
3 Yr	63,344	65,244	66,875	68,881	70,603
Accounting Clerk					
Start	60,399	62,211	63,766	65,679	67,321
6 Mo	62,115	63,978	65,578	67,545	69,234
1 Yr	63,836	65,751	67,395	69,417	71,152
2 Yr	65,166	67,121	68,799	70,863	72,635
3 Yr	67,267	69,285	71,017	73,148	74,976
Executive Secretary					
Start	50,164	51,669	52,960	54,549	55,913
6 Mo	50,935	52,463	53,775	55,388	56,773
1 Yr	51,707	53,258	54,590	56,228	57,633
2 Yr	52,479	54,053	55,405	57,067	58,493
3 Yr	53,251	54,848	56,219	57,906	59,354
Election Specialist					
Start	50,164	51,669	52,960	54,549	55,913
6 Mo	50,935	52,463	53,775	55,388	56,773
1 yr	51,707	53,258	54,590	56,228	57,633
2 yr	52,479	54,053	55,405	57,067	58,493
3 yr	53,251	54,848	56,219	57,906	59,354
Senior Election Specialist					
Start	55,859	57,535	58,973	60,743	62,261
1 yr	59,516	61,301	62,834	64,719	66,337
2 yr	61,352	63,193	64,773	66,716	68,384
3 yr	63,343	65,244	66,875	68,881	70,603
Bank Specialist					
Start	46,114	47,497	48,685	50,145	51,399
6 Mo	47,077	48,489	49,701	51,192	52,472
1 Yr	47,848	49,284	50,516	52,031	53,332
2 Yr	48,620	50,079	51,331	52,871	54,192
3 Yr	49,392	50,874	52,145	53,710	55,053
Senior Treasury Specialist					
Start	50,164	51,669	52,960	54,549	55,913
6 Mo	50,935	52,463	53,775	55,388	56,773
1 Yr	51,707	53,258	54,590	56,228	57,633
2 Yr	52,479	54,053	55,405	57,067	58,493
3 Yr	53,251	54,848	56,219	57,906	59,354

Secretary					
Start	46,114	47,497	48,685	50,145	51,399
6 Mo	47,077	48,489	49,701	51,192	52,472
1 Yr	47,848	49,284	50,516	52,031	53,332
2 Yr	48,620	50,079	51,331	52,871	54,192
3 Yr	49,392	50,874	52,145	53,710	55,053
Program Developer-Sr Ctr					
Start	46,114	47,497	48,685	50,145	51,399
6 Mo	47,077	48,489	49,701	51,192	52,472
1 year	47,848	49,284	50,516	52,031	53,332
2 year	48,620	50,078	51,330	52,870	54,192
3 year	49,391	50,873	52,145	53,709	55,052
Clerk II					
Start	39,897	41,094	42,121	43,385	44,470
6 Mo	40,964	42,193	43,248	44,546	45,659
1 Yr	42,230	43,497	44,584	45,922	47,070
2 Yr	44,195	45,521	46,659	48,059	49,261
3 Yr	45,371	46,733	47,901	49,338	50,571
Clerk I					
Start	31,946	32,904	33,727	34,739	35,607
6 Mo	32,915	33,902	34,750	35,792	36,687
1 Yr	33,850	34,865	35,737	36,809	37,729
2 Yr	35,936	37,014	37,939	39,077	40,054
3 Yr	36,784	37,887	38,834	39,999	40,999
Custodian					
Start	37,172	38,287	39,244	40,421	41,432
6 Mo	38,454	39,607	40,597	41,815	42,861
1 Yr	40,090	41,292	42,325	43,595	44,684
2 Yr	41,214	42,451	43,512	44,817	45,938
3 Yr	42,576	43,853	44,949	46,298	47,455
Building Inspector					
Start	55,859	57,534	58,973	60,742	62,260
6 Mo	57,604	59,332	60,815	62,639	64,205
1 Yr	59,515	61,301	62,833	64,718	66,336
2 Yr	61,352	63,193	64,773	66,716	68,384
3 Yr	63,343	65,243	66,874	68,881	70,603
Ordinance Officer					
Start	52,648	54,227	55,583	57,251	58,682
6 Mo	54,393	56,025	57,425	59,148	60,627
1 Yr	56,305	57,994	59,444	61,228	62,758
2 Yr	58,141	59,886	61,383	63,224	64,805
3 Yr	60,133	61,937	63,486	65,390	67,025
Staff Planner					
Start	66,370	68,361	70,070	72,172	73,976
6 Mo	69,072	71,144	72,923	75,110	76,988
1 year	70,616	72,735	74,553	76,790	78,709
2 year	72,159	74,324	76,182	78,468	80,429
3 year	75,358	77,619	79,559	81,946	83,995

Senior Planner					
Start	69,073	71,145	72,924	75,111	76,989
6 Mo	70,616	72,734	74,552	76,789	78,709
1 year	72,159	74,324	76,182	78,468	80,429
2 year	75,357	77,618	79,559	81,945	83,994
3 year	77,617	79,946	81,945	84,403	86,513
Maintenance					
Start	44,614	45,953	47,102	48,515	49,728
1 yr	47,019	48,430	49,641	51,130	52,408
2 yr	49,429	50,912	52,184	53,750	55,094
3 yr	51,834	53,389	54,723	56,365	57,774
4 yr	54,233	55,860	57,256	58,974	60,448
Utility Maintenance Worker Grade 1					
Start	49,238	50,715	51,982	53,542	54,881
1 yr	52,124	53,687	55,029	56,680	58,097
2 yr	55,029	56,680	58,097	59,840	61,336
3 yr	57,915	59,652	61,144	62,978	64,553
Utility Maintenance Worker Grade 2					
Start	46,781	48,184	49,389	50,870	52,142
1 yr	49,530	51,016	52,291	53,860	55,207
2 yr	52,280	53,848	55,194	56,850	58,271
3 yr	55,029	56,680	58,097	59,840	61,336
Utility Maintenance Worker Grade 3					
Start	44,265	45,593	46,733	48,135	49,338
1 yr	47,054	48,465	49,677	51,167	52,446
2 yr	49,667	51,156	52,435	54,008	55,359
3 yr	52,280	53,848	55,194	56,850	58,271
Utility Maintenance Worker Grade 4					
Start	42,218	43,484	44,571	45,908	47,056
1 yr	44,694	46,035	47,186	48,601	49,816
2 yr	47,190	48,606	49,821	51,315	52,598
3 yr	49,667	51,156	52,435	54,008	55,359

* Utility Maintenance Worker Pay shall be at the rate based on seniority. Employee shall be at 100% of the pay rate for the grade level held after three (3) years of employment regardless of grade.

ARTICLE XXI

LONGEVITY

1. Eligibility for Employees hired before September 15, 1998:

The Township shall provide five hundred dollars (\$500.00) longevity pay to full time employees after five (5) years of service. An additional five hundred dollars (\$500.00) will be paid to full time employees after each additional five (5) years of service.

The longevity payment shall be added to the eligible employee's base annual wage and pro-rated into the biweekly payroll schedule. Partial payments when five (5) year anniversary dates occur will be prorated in that year based on the employee's anniversary date.

Full time employees hired after September 15, 1998 are not eligible for longevity pay.

**ARTICLE XXII
INSURANCE**

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

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

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

1. The Township reserves the right to utilize self-insurance, wrap plans or to change insurance carriers if the benefits are equivalent or better.

2. The Township reserves the right to change all insurance carriers as long as the benefits are equivalent or better.
3. The Township at its' discretion may implement a flexible spending plan.
4. Opt out language to remain at twenty-four hundred dollars (\$2,400.00).
5. Optical, dental and other insurance benefits not noted above will remain unchanged under this Agreement subject to the Township's rights noted in paragraphs 2 and 3 above.
6. The Township agrees to provide term life insurance, at no cost to the members, in the amount of \$50,000.
7. Healthcare:
 - A. 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.
 - B. The Township may reopen the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues.
 - C. 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.
8. Employee contributions:
 - A. Members of the bargaining group will contribute based on the plan selected
 1. BCN HMO \$500
 - Single: \$25
 - 2-Person: \$37
 - Family: \$50
 2. Simply Blue PPO 250/EHIM Wrap Plan:

- Single: \$50.00
- 2-Person \$75.00
- Family: \$100

B. Payments shall be taken out of the first 24 annual bi-weekly pays (pre-tax).

C. Payments under this provision will not continue into retirement.

ARTICLE XXIII
POSTINGS, TRANSFERS, PROMOTIONS AND DEMOTIONS

1. POSITION CLASSIFICATIONS

A. The Employer may establish, modify or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications or positions and rates of pay as may be appropriate, provided that the actions shall not be directed toward reducing the rate of pay for any position in which no substantial change in duties associated with the position has occurred. If there is a change in an existing classification, the employee presently working in that classification will be given the first opportunity to perform in the reclassified position. If it is a new classification, the Employer has the right to temporarily fill the position with a qualified employee. The Employer shall promptly notify the Union of any action taken under this article. Within thirty (30) days after such notice, the Union has the right to initiate negotiations with respect to the new or modified position, the employees affected by such position, and the rates of pay for the new or modified classification.

2. JOB DESCRIPTIONS

- A. The Township reserves the right to upgrade job descriptions. The Township will sit down with the Union to review the job descriptions once they have been drafted and before adoption by the Board.

3. JOB POSTING AND BIDDING

- A. Notice of all vacancies in the bargaining unit, which the Employer has determined to fill and/or make newly created positions within the bargaining unit, shall be posted for five (5) working days on designated bulletin boards. Any such notice shall set forth the minimum requirements for the position.
- B. Employees interested in any such posted position shall apply in writing within the five (5) work day posting period and qualified employees who timely submit applications shall be granted an interview.
- C. The vacancy or newly created position may be filled within a reasonable time after the termination of the posting period. The Employer shall have the right to employ a new hire for any position.
- D. If the successful bidder is a seniority employee they shall be granted a six (6) month trial period. During the trial period, if the employee's performance is deemed unsatisfactory, the employer shall return the employee to his/her prior position. An employee who is unsatisfied in the new position during this trial period may at his option return to his former position.
- E. The employee shall be entitled to receive, during the trial period, the rate of pay designated for the new position. Such rate shall be that which affords the employee a raise or in the case of a demotion the least amount of loss.

F. A "Qualified Employee" as used therein, shall be determined by the Employer on the basis of the following criteria:

1. Prior applicable education and training.
2. Prior relevant work experience in and/or outside the department.
3. The length of service of the employee with the department.
4. Past performance in the department as determined by formal evaluations.
5. The requirements of applicable laws and regulations, including licensure/certification requirements.

G. The Employer, at its sole discretion, may advertise to receive applications and/or consider applicants for the position from the general public. The Employer, may at its option, extend the posting, application and hiring time limits, provided that current employees shall not be denied their right to be considered for the position by reason of such extension.

H. If two or more bargaining unit employees are substantially equally qualified, seniority shall be the determining factor.

I. The final decision to fill whether from internal or external applicants will be the Township's and is not subject to challenge under the grievance procedure.

4. TRANSFERS OUT OF THE BARGAINING UNIT

A. An employee who transfers out of the bargaining unit may return with full seniority within a ninety (90) day period. After ninety (90) days, the employee has the right to return to the bargaining unit if a vacancy exists but their seniority will be frozen at the date they left the bargaining unit.

5. PERFORMANCE EVALUATION

- A. The Township reserves the right to institute a performance evaluation program. Prior to implementation, the Union will be provided with notice and an opportunity to meet to go over the terms of the program. The purpose of this program is to be corrective, not disciplinary.

**ARTICLE XXIV
SUBCONTRACTING**

1. SUBCONTRACTING / PART- TIME

The Employer may subcontract work subject to the following conditions:

- A. It shall notify the Union of its desire to subcontract.
- B. It shall meet with the Union to discuss the reasons for subcontracting.
- C. The Union shall respond to the Employer's proposal and offer appropriate suggestions of an alternate nature if it wishes.
- D. The subcontracting of services shall be cost effective.
- E. The final decision of the Employer to subcontract work is at their sole discretion.
- F. This language will not authorize the Township to bring clerical employees into the Township resulting in the layoff of an existing bargaining unit member.
2. The Township shall be authorized to use permanent part time employees to support the full-time workforce, not to exceed 35% of total union members, as long as the use of part timers does not result in layoffs. The Township is authorized to use temporary, seasonal and election workers, which are not subject to this limitation.

ARTICLE XXV
RETIREMENT

1. Pension:

- A. For members hired prior to October 1, 2008, the present pension benefits will remain in effect.

2. Health Insurance at Retirement-Employees hired prior to October 1, 2008.

- A. For members who have retired from the Township 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 active employees of the bargaining unit.
- B. 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.
- C. 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.
- D. 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.
- E. A retired member may also, at his/her sole option and expense, purchase family or two-person insurance coverage offered to active employees by paying the difference in premium between the coverage chosen and the

single-person coverage. This coverage must be paid for in advance. These benefits may also be changed as noted in (B) (C) (D) above.

- F. A retiree and/or spouse, who are eligible for Medicare, must enroll in Medicare to receive the benefits noted above. The coverage noted in (A) (E) 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.
- G. In the event the Employer (Township) 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.
- H. In retirement, if an individual is eligible for retiree healthcare, if the members can be covered by healthcare elsewhere, that coverage will cover that employee and the Township will not be obligated to provide retiree healthcare.

3. Pension and Retiree Healthcare for New Hires.

- A. For employees hired after October 1, 2008 a 1.5% multiplier will be used with FAC-3 with retirement at age 55 with 25 years of service or age 60 with a minimum of 10 years of service.
- B. These employees will be required to contribute 5% of their base wages either to MERS or to a 401(A) Account at the Township's discretion.
- C. The Township shall agree to contribute 2% of base wages into the employee's MERS or VOYA 457 (b) plan, organized under IRC 457 (b). This payment shall only apply to those employees hired after September 2011 on the Tier 2 pension. The employee shall be required to contribute 2% into this account to participate in this program.

4. Health Care Savings Plan.

- A. The Employer shall establish a Health Care Savings Plan for individuals hire by the Township on or after July 1, 2008.
- B. All present insurance benefits for retirement will be eliminated for new hires.
- C. A Health Care Savings Plan (HCSP) is a program that allows employers to contribute monies on a tax-free basis to accounts established by employees. It is designed to replace all retiree insurances for employees newly hired after July 1, 2008.
- D. These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service.
- E. The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements.
- F. The Township at its sole discretion can determine which plan will be provided and the same plan will be provided to all non-union employees.
- G. A sum will be determined by the Township which will be provided to the employee's accounts.

- H. After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses.
- I. Vesting will be ten (10) years under this plan.
- J. The Township will contribute one hundred dollars (\$100) per month for each eligible member.

ARTICLE XXVI
LAYOFF AND RECALL

1. Notice of Layoff.

- A. In every case of layoff the Township Supervisor shall give the employee a written statement of the reasons for such action.
- B. Notice of layoff will be given at least thirty (30) days before the effective date.

2. Order of Layoff.

- A. All temporary and part time employees will be laid off first in the affected classification.
- B. After the layoff of all temporary and part time employees within the affected classification, then layoffs shall be made by bargaining unit seniority within the affected classification.
- C. The individual with the least amount of seniority in position shall be laid off first and individuals with the greatest amount of seniority in position shall be laid off last.

3. Reasons for layoff.

- A. Employees may be laid off for the following reasons:
 - i. Lack of work
 - ii. Lack of funds
 - iii. Reasons under the Management Rights Clause.

4. Recall

- A. The names of persons holding positions in classified service, who have been laid off, shall be placed on a re-employment list in order of their seniority, the longest seniority being first.
- B. The list shall be maintained for a period of two (2) years.
- C. If any individual on a re-employment list shall refuse an appointment to a position in the Township service having job requirements similar to the position from which that individual was laid off, and which has the same pay maximum, that individual's name shall be removed from the list.

ARTICLE XXVII
WORKER'S COMPENSATION

1. Worker's Compensation Coverage.

- A. Each employee will be covered by the applicable Worker's Compensation Laws.

- B. When an employee suffers a job incurred injury, covered by Worker's Compensation during his/her probationary period all seniority rights due the employee will accrue, however, the normal probationary period for work performance on the job shall be maintained.
- C. 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.
- 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. An Employee will lose their seniority and health insurance unless the employee meets the eligibility requirements for retirement with the Township if they remain on Worker's Compensation for a period in excess of two (2) years.

ARTICLE XXVIII
VACATION LEAVE

- A. Vacation leave is an authorized absence from duty, with pay.
- B. The vacation year is the calendar year (January 1st through December 31st) and applies to all employees except as otherwise provided herein.
- C. An employee who terminates before six (6) months of employment is not eligible for vacation reimbursement.
- D. An employee who terminates before six (6) months of service will not be paid for additional 5 days..

- E. After six (6) months of service, vacations may be taken at any time during the calendar year in which they are accumulated.
- F. If both the six (6) month and the one (1) year service anniversary dates fall within the same calendar year, only twelve (12) days of vacation leave will be granted within that calendar year as follows:
 - 1) At date of hire 5 days
 - 2) At six (6) months of service 5 days
- G. If an employee becomes eligible for five (5) additional days vacation in December per the above paragraph, such vacation may be taken in the following calendar year prior to April 1st and prior to the taking of any current year's vacation.
- H. The individual must arrange vacations with his or her department head with at least thirty (30) days notice preceding the beginning date of the vacation.
- I. An employee's vacation pay shall be calculated by reference to the number of regular hours scheduled for that employee per week (i.e. 37½ or 40).
- J. The scheduling of vacation time should be by seniority and in accordance with departmental need or seasonal workload.
- K. Members shall be eligible to use vacation time in half-hour increments, provided the minimum usage will be two (2) hours and is subject to the approval of their department supervisor. As of December 31st of each year a member may be eligible to carry over up to 7.5 hours of remaining vacation time, subject to the approval of their department supervisor, any such time carried over in accordance with this provision must be used within three (3) months or by March 31st.
- L. Full time employees will be granted vacation leave within the vacation year in which the Length of Service anniversary date occurs according to the following schedules:

<u>Length of Service</u>		<u>Vacation Days</u>
<u>At Least</u>	<u>Less Than</u>	
At hire	6 months	5 days
6 months	1 year	5 days
1 year	5 years	12days
5 years	10 years	17days
10 years	15 years	19days
15 years	20 years	22days

Over 20 years

24days

ARTICLE XXIX
SICK LEAVE

1. **Sick Leave:** The present sick leave benefits and obligations will remain in effect except that new hires after October 1, 2008 will have eight (8) sick days per year, two (2) of which may be used for personal leave.
 - A. Employees may accumulate a maximum of six hundred fifty (650) sick hours. After six hundred fifty (650) hours of sick leave are accumulated, each employee will receive payment once annually for the amount of sick leave necessary to return the accumulated sick leave to six hundred fifty (650) hours.
 - B. Provided should members of the bargaining unit, upon the date of this agreement have in excess of 650 hours; They shall be permitted to sell not more than 100 hours per contract year to equalize to the level herein referenced.
 - C. Upon separation from service, an employee who has 650 hours shall be paid unused accumulated sick leave, provided however this amount shall never exceed four hundred (400) hours.
 - D. The rate of payment shall be based upon the regular annual salary of the employee at the time of separation. If an employee is separated upon the termination of a leave of absence, the rate of payment shall be based upon the employee's regular annual salary that he was receiving at the beginning of his leave of absence. Any sick leave sold according to the above provisions shall not count towards an employee's Final Average Compensation (FAC).

E. An employee who has been employed continuously during any one calendar year and who has not taken more than two (2) days off sick in any one calendar year shall be granted an additional two (2) days of personal leave for the next calendar year. Any time earned subject to the aforementioned shall not accumulate and must be used in the year for which it was earned.

2. **Short Term Disability:** Employees whose sick days extend beyond 30 consecutive work days shall receive a weekly payment in the amount of \$450.00, until they become eligible for Long Term Disability. The employee must use any combination of sick and vacation time to cover the first 30 days of disability.

3. **Long Term Disability:** The township will provide a long term disability policy for members who are on sick leave for 6 months, not to exceed 18 months. Employees shall not earn sick time and personal time for sick leaves greater than 30 days.

ARTICLE XXX **PERSONAL DAYS**

1. Effective January 1st each year, all members of the bargaining unit hired prior to October 1, 2008 shall have six (6) personal days per year available from their sick leave.
2. Effective January 1st each year, all members of the bargaining unit hired after October 1, 2008 shall have two (2) personal days per year available from their sick leave.
3. An employee wishing to take a personal day must pre-arrange to do so with his/her immediate supervisor prior to the employee's scheduled shift of the day he/she wishes to use as a personal day (s).
4. The aforementioned personal days are allowed in a calendar year and these days do not carry over from year to year.

5. All changes for new employees in this Article and elsewhere start on the date of ratification.
6. The parties agree the sole exception for payment of personal days will be upon the death of the Employee. Under those circumstances, the unused personal days will be paid to the Employee's estate.

ARTICLE XXXI
EDUCATIONAL REIMBURSEMENT

1. Educational Reimbursement may be authorized by the Township at its sole discretion. The decision of the Supervisor shall be final.

ARTICLE XXXII
UNIFORM CLOTHING ALLOWANCE

1. ASSESSING DEPARTMENT, CUSTODIAN, DPS and ORDINANCE ENFORCEMENT FIELD EMPLOYEE UNIFORMS. The Township shall furnish field employees within the Assessing Department, Custodian, DPS and Ordinance Enforcement Department a uniform consisting of shirts, pants, coveralls, and a jacket with removable liner under the uniform rental program (currently Cinta Uniforms). All clothing will remain the property of the Township and must be turned in, should the employee leave Township employment.
2. BOOT ALLOWANCE. The Township will provide a boot allowance of \$150 every two (2) years for the replacement of work boots for all appraisers, custodian personnel and ordinance officer. Appropriate receipts must be presented for reimbursement.

ARTICLE XXXIII
WAIVER OF BARGAINING

1. Upon mutual agreement of the Employer and the Union, this Agreement may be amended or modified in writing at any time during its term.

2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject to matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collective with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIV
MANAGEMENT RIGHTS CLAUSE

1. The Union recognizes that the management of the operations of the Township, its respective departments, is solely a responsibility of the Employer, and the respective Department Heads, and Elected Officials, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Township, or any of its

elected or appointed officials, by the laws and constitution of the State of Michigan or of the United States of America.

2. In addition to all such rights conferred by law, the Township, and its Department Heads, and Elected Officials, reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the rights to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, materials or methods of operation, the quantity and quality of service, the right to hire, to suspend, demote or discharge for just cause, to assign, promote or transfer employees , to determine the amount of overtime, if any to be worked, to adjust the work force unilaterally for periods up to thirty (30) days in the event of emergency beyond the control of the Township, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, subject to express provisions of this Agreement as herein set forth.

3. No policies or procedures covered in the 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 Township Board in establishing and amending a classification of positions plan, a compensation plan, an insurance and disability plan and retirement plan.
- D. The responsibilities of the Township in determining the functions and organization of the respective departments or divisions.
- E. The responsibilities of Department Heads and/or Township Board governed by State Law and Ordinances: (I) to hire, assign, transfer and promote Employees to positions within the Township; (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; (VII) to use temporary and/or part-time employees; and (VIII) to contract out services.
- F. 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.

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

ARTICLE XXXV
DURATION CLAUSE


1. This Agreement shall remain in full force and effect from ratification, 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.
2. 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. The parties agree that negotiations on a new Collective Bargaining Agreement will begin no later than July 1, 2025.
3. 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.
4. This provision will be interpreted consistent with the provisions of PA 54 and all other State Laws.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this


29th Day of March 2022.

FOR THE EMPLOYER:
(Township of White Lake)


FOR THE UNION
(Michigan Association of
Public Employees
representing the White
Lake Public Employees)




Township Supervisor



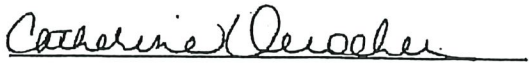
MAPE Labor Relations Specialist



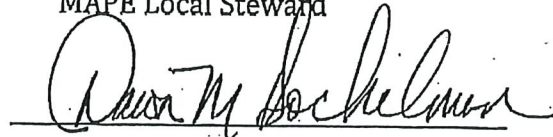
Township Clerk



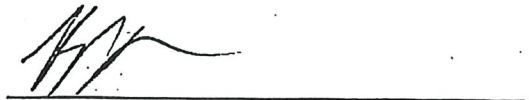
MAPE Local Steward



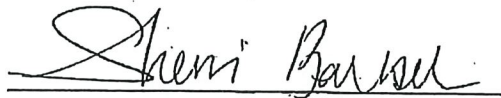
Human Resources Manager



MAPE Local Steward



Labor Counsel



MAPE Local Steward