

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF WHITE LAKE

AND

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL 5295**

CONTRACT EXTENSION

JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

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COLLECTIVE BARGAINING AGREEMENT

AGREEMENT made and entered into this 19th day of January 2021, between WHITE LAKE TOWNSHIP, hereinafter called the “Township”, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 5295, hereinafter called the “Union.”

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I

Section 1. Purpose: The parties hereto entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the Township and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions:

“Township” shall include the elected or appointed representatives of the Township of White Lake, Michigan.

“Union” shall include the officers or representatives of the Union.

“Day” shall, except as contract indicates otherwise, means a twenty-four (24) hour consecutive tour of duty.

Whenever the singular number is used, it shall include the plural.

ARTICLE II - RECOGNITION

The Employer recognizes the Union as an exclusive representative of all full-time firefighters of the White Lake Township Fire Department for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended, but excluding all elected officials and appointees, fire chief, and other Employees of the Township.

ARTICLE III - MANAGEMENT RIGHTS

1. The Union recognizes the right of the Township to operate and manage its affairs in all respects in accordance with its responsibilities. It is understood and agreed that the Township has all the customary and usual rights, powers, functions, and authority of management except as those rights, powers, functions, and authority are specifically abridged or modified by this Agreement.

2. 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.

3. The Township has the right to schedule overtime work as required.

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

5. The Township reserves the right in accordance with Article IX, 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.

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

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

(b) The 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.

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

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

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

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

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

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

(i) Eligible members of the Fire Department as well as qualified outside applicants will be eligible to apply for the position of Fire Chief. Promotions to the rank of Fire Chief shall then be made according to the Fire Provisions of Act 78 with the appointing authority making the selection from the top five (5) finalists.

ARTICLE IV - UNION SECURITY AND CHECK-OFF

1. The Employer agrees to deduct the union membership dues, each pay, 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 deduction for all employees shall be remitted together with an itemized statement to the International Association of Firefighters, Local 5295 within fifteen (15) days after any payroll period of the current succeeding month for which deductions are made. This authorization shall be irrevocable during the term of this Agreement.

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 pay, an amount established by the Union as monthly dues. The amount deducted shall be paid to the International Association of Firefighters, Local 5295.

This authorization shall be irrevocable during the term of this Agreement.

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 thirty (30) 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. Probationary employees, however, shall not be entitled to representation by the Union in disciplinary matters or in the event of discharge

during the probationary period shall not exceed three hundred sixty-five (365) days from the date of hire.

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 classification noted in Article II.

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.

6. In cases where a deduction is made that duplicates 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.

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 V - UNION ACTIVITIES

1. Employees and their union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the condition or compensation of public employment of their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal, and so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

2. Officers and other representatives of the Union shall be afforded reasonable time during regular working hours, without loss of pay, to fulfill their Union responsibilities, including negotiations with the Township, processing of grievances, and administration and enforcement of this Agreement.

3. The Union shall be provided suitable bulletin boards, including at least one at each fire station, for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore. All notices shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or

libelous in nature.

4. The Union may schedule meetings on fire department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department. Full-time, on duty, career personnel at fire stations other than the main station shall not be permitted to attend such scheduled meetings without express permission from the chief.

5. The Union, in contract negotiations, may be represented by employees in the bargaining unit, not to exceed three (3). In addition, the Union may be represented in contract negotiations by an Association non-employee representative.

6. Policy or changes in policy or General Orders by the Township or Fire Department Administration shall be in writing and posted on bulletin board(s) at least fourteen (14) days prior to becoming effective, except that General Orders or policies relating to safety, health, or Township liability questions may be issued to be effective immediately.

ARTICLE VI - OTHER AGREEMENTS AND ORGANIZATIONS

1. The Township shall not enter into any Agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

2. Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organizations represent any Employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE VII - GRIEVANCE & ARBITRATION

1. A grievance of an Employee or the Union shall be a claim either that a specified provision of this Agreement has been violated by the Employer to their detriment or disadvantage, or that the Employer has applied or specified provision of this Agreement erroneously, arbitrarily or unfairly or that the Employer has violated past practice or department rules.

2. The determination of a grievance which affects other Employees in a like manner shall be applied to such other Employees in the same manner as the aggrieved Employee. A grievance shall not be accepted after thirty (30) days of its initial occurrence.

3. A grievance may be filed by the Union on matters affecting its rights or privileges.

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

Step 1: An Employee having a grievance will first request a meeting with the Chief to discuss the issue informally. If the grievance cannot be resolved, it shall then be reduced to writing and submitted to the Chief within five (5) days for a written response, which shall be returned to the Union within five (5) days.

Step 2: Any grievance not settled in Step 1 shall, at the option of the Union, be submitted to a conference and/or hearing between an official or officials of the Union and the Township Supervisor. Such conference and/or hearing is to be initiated by an informal written memorandum setting out the grievance and section of agreement in question and filed with the Township Supervisor within five (5) days after receiving the Chief's written decision. The Township Supervisor or his/her designee will set a conference and/or hearing within ten (10) days of receipt of written charges and shall render a written decision within ten (10) days of conclusion of such conference and/or hearing, excluding Saturday, Sunday, and holidays.

Step 3: Full Discovery Meeting. If the Step 2 conference did not resolve the grievance, then the Association President may request a formal meeting with the Township Supervisor or his/her designee within ten (10) days of receiving the answer from the Township Supervisor or his/her designee in writing

at Step 2. This meeting will be set up within twenty (20) days of the request. This meeting is referred to as a full discovery by all parties.

A. The parties agree that all evidence, exhibits, witness statements, and work records shall be shared at this meeting and any information at this meeting shall not only be shared, but all parties agree that information not presented at this meeting cannot be presented at arbitration.

B. The parties shall try at this meeting to stipulate to the facts, the issues, the evidence, the witnesses, the language in the contract, controlling the position each is to take.

C. What cannot be mutually stipulated will be listed by each party as a difference. The intent of this clause is to make sure both sides understand the full case before going to arbitration, and to prevent surprises either in witnesses, evidence, or positions.

D. The parties agree that in a discipline matter or issues of arbitrability, the employer shall present its case first, and in all other cases, the Association shall present their case first.

E. The parties shall summarize their full position in writing to the other side within fifteen (15) days after Step 3.

Step 4: Arbitration. If the Union is not satisfied with the disposition of the grievance at Step 3, then within twenty (20) working days from the date of the Step 3 meetings, the grievance may be submitted to arbitration.

A. Arbitration shall be invoked by written notice from the President of the local Union or his/her designee to the other party of intention to arbitrate. The party desiring arbitration shall refer the matter to the Federal Mediation and Conciliation Service (FMCS) for the selection of an impartial arbitrator.

B. Each party shall be responsible for the expenses of the witnesses that they call.

C. The arbitrator shall not have the power to add or subtract or to modify any of the terms of this Agreement or any Agreements made supplementary hereto, nor to establish or change any wage rate.

D. The fees and expenses of the arbitrator shall be paid by the losing party; and, the arbitrator, as one of the requests for every arbitration, will be asked to designate the winner and the loser.

E. Any decision handed down by the impartial arbitrator shall be final and binding on all parties – Employer, employees, and Union.

5. If the parties fail to select an Arbitrator, one will be selected under the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service.

6. Any Agreement reached by the Union and Employer is final and binding and cannot be changed by any individual.

7. 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 without prejudice.

8. The arbitrator shall have no jurisdiction to hear matters reserved for the jurisdiction of the Civil Service Commission. Employees shall have the right to pursue disciplinary action, excluding oral and written reprimands, to arbitration in lieu of Civil Service. The employee shall make the election of remedies at the time the grievance would be filed and the selection is final.

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

ARTICLE VIII - SENIORITY

1. New Employees may acquire seniority by working twelve (12) continuous months, in which event the Employee's seniority will date back to the date of hire as a full time firefighter into the department. When the Employee acquires seniority, his name shall be placed on the seniority list in the order of his seniority date. For all new Firefighters hired as of August 1, 2005 there will be a one-year probationary period.

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

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

- (a) If the Employee resigns or retires;
- (b) If the Employee is discharged and not reinstated;
- (c) If the Employee is absent from work for three (3) working days without properly notifying the Employer, except where his failure to return to work is covered by his sickness or accident and proof of such cause is provided;
- (d) If the Employee does not return to work at the end of an approved leave, except where his failure to return to work is covered by his sickness or accident and proof of such cause is provided;
- (e) If the Employee fails to return to work within three (3) days when recalled from lay-off.
- (f) If an employee fails to return to work after (2) years on Worker's Compensation.

4. It is further agreed that for purposes of vacation and longevity only the following seniority dates shall apply.

5. The credit for volunteer time herein given and the seniority dates above stipulated only apply for vacation and longevity and shall not apply for pension, lay-off, promotions, or anything else pertaining to fringe benefits set forth elsewhere in the contract and the seniority provisions pertaining to date of hire shall govern in all other situations.

ARTICLE IX - LAY-OFF, RECALL & TRANSFER

1. If and when it becomes necessary for the Employer to reduce the number of Employees in the work force, the Employee with the least seniority, 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 department.

2. In making transfer assignments, lay-offs, and recalls, consideration will be given to fitness for the assigned duties, responsibilities, and seniority. Employees shall have the right to discuss with the Fire Chief the basis for such assignments. The decision of the Fire 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.

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

4. Promotions shall be made as outlined in Act 78 except as noted in the Management Rights Clause for the position of Fire Chief.

ARTICLE X - GENERAL CONDITIONS

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.

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

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

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.

5. 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 issues as a grievance. If not settled within thirty (30) days, it will be moved to Step 3 of the grievance procedure.

6. An Employee assigned by the Employer to a higher classification shall receive the compensation for that higher position for every day they are assigned to that higher position for approved and planned absences due to illness, injury or other absences, excluding vacations. In cases of unplanned absences, the higher compensation will be given after 3 consecutive working days in the higher position. Members performing duties of a higher position due to illness, injury or

lack of individuals in the position or other absences of less than three (3) consecutive working days, furloughs, or other short-term vacancies, shall not be considered as working out of classification.

7. The Township and the Union have agreed to a Letter regarding the handling of Part Time Firefighters.

8. All new hires will enter the Department with the classification of Firefighter.

9. Captain On-Call Coverage

(a.) On-Call Captain's coverage will be assigned when the senior Sergeant is acting as shift commander, in the event the actual shift commander is off duty, and the senior Sergeant is acting in the Captain's absence.

(b.) Coverage times are weekdays from 1900-0700 hours and weekends and holidays from 0700-0700.

(c.) Captain's On-Call compensation is 1.5 hours straight time for 12-hour shifts and 3 hours of straight time for 24-hour shifts.

(d.) SOG 5113 will detail the coverage.

10. POLICY REGARDING ON-THE-JOB INJURY

A. 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.

B. In the event of a disputed worker's compensation claim, the Township will pay the difference between worker's compensation and base pay for the period, if any, that the claim is settled or recognized as compensable under worker's compensation, subject to the 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 two (2) years except that their seniority and health insurance will continue if they have made an application for a disability retirement within the two (2) year period and have cooperated and provided timely information as requested by MERS. Until a final disposition is made regarding that request, and as long as the employee meets the obligation above, their seniority and healthcare will continue.

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.

11. Light Duty

Duty Related Injuries: A light duty position may be established at the sole discretion of the Township. The determination as to whether to assign an individual will be at the discretion of the Township subject to medical approval. An individual so assigned shall be placed on a 40-hour work week by working either five, eight (8) hour shifts or four, ten (10) hour shifts Monday through

Friday only. The option shall be the choice of the Employee. The parties have agreed to a guideline implementing this change.

12. Fire prevention employees may be placed on a 4-day 10-hour work day schedule at the discretion of the Fire Chief. Such schedule shall not increase an employee's leave time accrual.

Non-Duty Related Injuries: A member having received medical clearance from their physician may be eligible to a light duty assignment, which shall be approved at the discretion of the Fire Chief and continue while light duty work is available. While an Employee is on light duty, he/she shall work a 40 hour per week assignment, the following shall prevail:

The Employee's hourly rate of pay shall be adjusted for a 40-hour week rather than a 56-hour week equal to that of the Fire Marshall. Leave time shall be taken in 8-hour increments. PTO shall be used with no conversion; time accrual will be at 40-hour rate.

ARTICLE XI - MAINTENANCE OF CONDITIONS

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

ARTICLE XII - GENERAL WAGE PROVISION

1. Job title and wage rates for Employees covered by this Agreement are listed in Schedule “A” which is attached hereto and made a part hereof. They reflect the following Agreement for the years of this Contract.
2. A new wage scale (see wage attachment) is effective the first payroll after ratification by the Township Board of Trustees.
 - a. The Fire Marshal base wage shall increase 4% upon implementation of the paramedic program. In the event the Township extends beyond the initial two (2) year period the Fire Marshal will be provided with a 2% increase.
 - b. All ALS members assigned to the ALS certified program, regardless of rank, shall receive premium pay equal to 4% of wage.
 - c. In the event the Township extends this program beyond the two (2) year initial period, as provided in the Letter of Understanding, a 2% increase on the paramedic premium pay shall occur.
2. Wages:
 - a) Effective January 1, 2022 3% increase
 - b) Effective January 1, 2023 2.5% increase
 - c) Effective January 1, 2024 3% increase

- d) Effective January 1, 2025 2.5% increase
- e) Effective January 1, 2026 3% increase

Hazard Pay: A one-time payment of \$750.00 if ratified by the Unit on or before 12.3.21.

3. Bi-weekly payroll period to end on Friday at 12:00 midnight. Payroll checks 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 9:00 a.m. on the Monday following the end of the payroll period.

ARTICLE XIII - NO STRIKE - NO LOCKOUT

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.

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

ARTICLE XIV - WORK SCHEDULE

A work schedule showing the Employee's shifts, work days and hours shall be posted in the Department at all times, and shall be prescribed by Act 125, Public Acts of 1925, as amended.

ARTICLE XV - OVERTIME

1. Overtime pay shall be paid to all members of the bargaining unit who are employed as full-time firefighters for work in excess of their regular scheduled work day (24 consecutive hours) or work week (average of 56 hours per calendar week), only when such overtime work has been previously authorized by the Chief. Such overtime shall be paid at one and one-half (1 ½) times the Employee's prevailing hourly rate. For the purposes of this Agreement, the Employee's prevailing hourly rate shall be deemed to be the annual salary for such Employee, divided by 2,912 hours.

2. Employee shall work his regularly scheduled shift per calendar year. No employee shall work more than two (2) shifts in a row except in case of an emergency. All overtime shall be at the rate of one and one-half (1 ½) times the Employee's prevailing hourly rate.

3. FLSA time will not be accrued for leave time from regular (56 hour) duty extending beyond 30 days.

ARTICLE XVI - HOLIDAYS

1. All full-time Employees will be entitled to the following fourteen (14) holidays off with pay at straight time:

May, Last Monday - Memorial Day
July 4th - Independence Day
September, First Monday - Labor Day
October 12 - Columbus Day
November 11 - Veteran's Day
November 4th Thursday - Thanksgiving Day
November 4th, Friday - Day after Thanksgiving
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
February 3rd Monday - Washington's Birthday
Good Friday

2. In order to be eligible for holiday pay, the Employee must report to work if he is scheduled the calendar day prior to the holiday and after the holiday, except that if an Employee is on a scheduled day off, personal leave day, duty disabled day, sick leave approved by the Fire Chief, approved FLSA time or approved vacation, he will be paid for the holiday.

3. The total amount of pay due for the holiday pay shall be paid to a full-time fireman in two (2) equal installments during the year, the second pay after the seventh (7th) holiday.

ARTICLE XVII - PENSION

1. The pension plan as established by Municipal Employee Retirement System (M.E.R.S.) identified as Benefit B-4, F-55, and Rs-50, FAC-3, shall be provided by the Township to all members hired before January 1, 2010. All accumulated, non-voluntary funds of the previous retirement program shall be “rolled over” into M.E.R.S.

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

3. **New Hire Pensions** – For all members hired after January 1, 2010, the Defined Benefit Plan above will be replaced 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.

For members hired after January 1, 2010, the employer shall contribute 2% of base wages into the employee’s MERS 457 (b) plan, organized under IRC 457 (b). This payment shall only apply to those employees on this Tier 2 pension. The employee shall be required to contribute 2% into this account to participate in the program.

4. (A) Members shall be allowed to purchase no more than five (5) years of prior service as a Career Fire Fighter or military service at their cost as determined by MERS for purposes of eligibility for retirement under the pension system only.

(B) Any time purchased by a member for pension purposes will not count toward eligibility for retiree healthcare.

ARTICLE XVIII - MEDICAL INSURANCE

1. 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	

(i) The Township will have the right to self-insure the insurance under this Article if the coverage is equivalent or better.

- (ii) Members of the group will contribute according to the selected plan as described above per month, taken out bi-weekly (pre-tax) for the first 24 annual pays.

Payment under this provision will begin when the new plans can be put into place in 2022.

- Payment under this provision will not continue into retirement.

The Township may self-insure or change insurance carriers for all insurance if the coverage is equivalent or better.

2. 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.

3. The Township will provide a dental program for all full-time Employees, one policy per family, which provides one hundred percent (100%) of treatment cost for preventative, diagnostic (except radiographs) and Emergency

Palliative (Class I) services and seventy-five percent (75%) of the balance of Class II benefits paid by the dental carrier and fifty percent (50%) of treatment costs paid by Delta on Class III benefits. The Township shall upgrade the dental plan to include Class IV, Orthodontic, fifty percent (50%), with a One Thousand and 00/100 (\$1,000) Dollar lifetime maximum per eligible person to age nineteen (19).

There will be a \$50 per person first dollar deductible with a maximum of \$150 per family.

The maximum annual benefit for Class I and Class II benefits per person per contract year will be increased to \$1,000.00.

4. The Township will provide optical benefits for all full-time employees and their dependents, equal to coverage currently in effect for general employees of the Township on January 1, 1994.

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

6. 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.

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

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

(c) Employees will be able to re-enroll in the Township's medical plan when they are covered under health insurance from another source and lose that coverage as soon as they are allowed under the applicable Blue Cross/Blue Shield Policy.

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

(e) **RETIREE HEALTH INSURANCE:**

For periods prior to January 1, 2010: For members who have retired from the Township after 7-1-98 and were hired before January 1, 2010 after meeting the age and service requirements for a regular pension, the Township agrees to provide single person coverage under the Township's medical plan offered to employees of the bargaining unit.

Should the medical plan not be available to a retiree, the Township agreed to provide an eligible individual above with BCBS Community Blues Option 2 single person coverage with the same level of benefits provided under the traditional coverage alternative available to active members of the bargaining unit.

(b) Effective for eligible retirees who retire after January 29, 2010, and were hired before January 29, 2010, the Township will provide to eligible retirees and their spouse at the time of retirement only, the two person BCBS Community Blues Option 2 health coverage.

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

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

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

(c.) A retiree and/or spouse who is eligible for Medicare, must enroll in Medicare to receive the benefits noted above. The coverage in (a) and (b) will be

secondary to any Medicare or Medicaid coverage and will not be provided if the individual is receiving, or is eligible to receive, health care benefits elsewhere.

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

(e.) For all members hired after January 1, 2010, retiree health insurance will be eliminated. These members will be provided with a Health Care Savings Program or other similar vehicle as determined by the Township with a contribution of 3.5 % base pay from the employer and 3% employee contribution with a 7 year vesting on the Employer's portion of the HCSP.

(f.) 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:

1. The benefits under the other coverage must be substantially comparable to those provided by the Township and also include two (2) person coverage (spouse or eligible dependent 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.

- 2. The retired employee shall be eligible to re-enroll in the Township’s medical plan if the other coverage is lost as soon as they are allowed by applicable Blue Cross/Blue Shield policy or the retiree is no longer eligible to be covered by healthcare elsewhere.

ARTICLE XIX - VACATION

1. Effective for calendar year 2021 members of the bargaining unit shall begin to accrue leave time on their employee anniversary date and not on the calendar year. Vacation time for 2021 shall be pro-rated.

2. Full-time Employees will be eligible for vacation with pay for weeks or days in accordance with the length of service, attained by the employee anniversary date, as indicated on the following chart:

<u>At Least</u>	<u>Days</u>	<u>Hours</u>
6 Mo. to 1 yr.	2 days	48 hrs.
1 yr. to 5 yrs.	6 days	144 hrs.
5 yrs. to 10 yrs.	7 days	168 hrs.
10 yrs. to 15 yrs.	8 days	192 hrs.
15 yrs. to 20 yrs.	10 days	240 hrs.
20 to 25 yrs	11 days	264 hrs.
25 yrs and over	12 days	288 hrs.

3. Vacations may be taken any time on or after January 1st, and prior to the following December 31st. Vacation must be arranged by the individual with his department head with at least thirty (30) days notice preceding the beginning date of the vacation. All employee vacation time must be approved by the Department Head prior to that date of vacation. Unused vacation time is not compensable and may not be carried over from year to year.

4. Seniority shall have preference on all vacation requests.

5. No more than two personnel per shift will be scheduled for vacation at any one time. Personnel shall not be bumped from approved vacation. Should a member select a vacation day based upon seniority where another member requests that day, the vacation day cannot be canceled unless approved by the Fire Chief due to an extenuating circumstance.

One Sergeant or higher rank will be maintained on duty each day and the two personnel on approved scheduled vacation are not intended to be the direct cause of overtime.

ARTICLE XX - LIFE INSURANCE

The Employer shall provide for all full-time firemen, life insurance in the amount of Fifty Thousand and 00/100 (\$50,000) Dollars, with an accidental death double indemnity provision.

ARTICLE XXI - SICK LEAVE

1. For purposes of this section, "Sick Leave Day" shall mean a twenty-four (24) hour duty day.

2. Sick time shall be earned at the rate of sixteen (16) hours 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.

3. Employees may accumulate a maximum of 1,456 sick hours. After 1,456 hours of sick leave is accumulated, each employee will receive payment once annually for the amount of sick leave necessary to return the accumulated sick leave to 1,456 hours.

4. Provided should members of the bargaining unit, upon the date of this agreement have in excess of 1,456 hours. They shall be permitted to sell not more than 100 hours, per contract year to equalize to the level herein referenced.

5. Upon separation from service, an employee who has 1,456 hours shall be paid unused accumulated sick leave, provided however this amount shall never exceed 100 hours (100).

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 which 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).

6. For forty-hour employees they shall earn at 8 hours a month to a maximum of seven hundred (700) sick hours. After five hundred (500) hours of sick time are accumulated, each employee will receive payment once annually.

(a.) Provided said members of the bargaining unit, upon the date of this agreement have in excess of 500 hours; they shall be permitted to sell not more than 100 hours per contract year.

(b.) Upon separation from service, an employee who has 500 hours shall be paid unused accumulated sick leave, provided however this amount shall not exceed four hundred (400) hours.

7. The Township shall provide a long-term disability program, which shall be provided to bargaining unit members at 60% wage loss available after a member is off for 6 months and shall not exceed 18 months.

(a) Employees on long term sick leave in excess of thirty (30) days shall not earn sick leave and personal time.

(b) Pension credit shall cease to accrue after 12 months.

8. A minimum of four (4) hours sick time must be used at any one time.
9. Sick leave may be used only with the permission of his Supervisor.
10. The Supervisor shall be responsible for reviewing Employee's requests for sick leave and determining their validity. He 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 his absence.
11. Employees should notify their department head that they will be unable to work at least one (1) hour before their normal work day begins.
12. Employees must submit their "Request for Approval of Extended Sick Leave" forms to their department head, in writing, as soon as possible after sick leave usage. These forms shall be forwarded to the Supervisor for review.
13. Sick leave shall not be granted for a period of more than three (3) successive work days unless the Employee submits a statement from his physician, to the Supervisor, that the sick leave is necessary.
14. Sick leave may not be used before it is earned.
15. Sick leave may be used at any time after it is earned.
16. Sick leave may be used for the following purposes:

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

(b) Absence from work because of exposure to 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.

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

(i) The member may be eligible to receive a weekly payment of \$450.00 through a short-term disability benefit provided by the township. The employee must use any combination sick, personal, and vacation time to cover the first thirty (30) days of disability.

(ii) Sick Leaves that extend beyond (6) months are eligible for long term disability. The township will provide a long-term disability policy for members who are on sick leave greater than 6 months, not to exceed eighteen (18) months.

XXII – NON-DUTY DISABILITY MAXIMUM

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

ARTICLE XXIII - FUNERAL LEAVE

When death occurs in an Employee's immediate family, (spouse, parent, parent of a current spouse, son, daughter, stepchildren, brother, sister, grandchild, grandparent, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, or daughter-in-law), the Employee, on request will be excused with pay for three (3) days, through the day of the

funeral. One (1) additional day (the next calendar day following the day of the funeral) will be allowed for travel time to return from a funeral located two hundred fifty (250) miles or more from the Township.

ARTICLE XXIV - PERSONAL TIME OFF

1. Effective January 1, 2009, Bargaining Unit Members shall be credited with 104 Hours of Personal Leave time to be utilized by December 31st of that year. Utilization shall be as follows; two (2) members shall be allowed to utilize P.T.O. at the same time with approval of the Fire Chief and not to cause an overtime situation. All time shall be utilized within the year it is earned, with no carry-over into the next year. In the event that all P.T.O. is not used in the year in which it was earned, there shall be a pay-out at year end for the unused days, up to a maximum of four (4) days.

ARTICLE XXV - COURT APPEARANCE

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 to 2 hours | Two hours minimum at time and one-half (1 ½) |
| 2 to 8 hours | Time worked at the rate of time and one-half (1 ½) |

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

ARTICLE XXVI - OFF DUTY RUNS

1. Full-time Employees who voluntarily respond to a fire run while off-duty shall be paid the sum of one and one-half (1 ½) times their base rate for a minimum of one hour and time and one-half (1 ½) for each authorized hour thereafter. Off duty runs shall be paid in the pay period following the period in which it is earned.

2. Off Duty Runs as follows:

Voluntary off-duty run response will be restricted to:

- Fire Alarms (Not including automatic alarms and those called in by a monitoring company)
- Mutual Aid Calls
- Any time additional manpower is needed and called for by the fire chief or the shift commander.

Voluntary off-duty medical runs are excluded for career fire department personnel unless called for by the fire chief or shift commander.

ARTICLE XXVI - RADIOS

It is agreed that all full-time Employees shall have the right to install and use two-way radios at their own personal expense to monitor fire, band, and local government bands of White Lake Township only.

ARTICLE XXVII - RANK

- A. No part-time firefighter may be allowed to perform any shift work duties under this agreement while a member of the bargaining unit is laid off. In the event there is a scheduled shift and a vacancy occurs because of a call off and the shift is to be filled, it shall be offered to members of the bargaining unit first.

In the event there is scheduled leave time, the Department shall be permitted to use Part Time staff to cover that shift.

- B. Before Part Time Firefighter may work shift work, they must first obtain the following certifications: FFI, FF2, Basic EMT or MFR
- C. The Township shall be able to schedule Part Time Firefighters at its discretion to cover shifts within the limitations as referred to in section A. All other restrictions and sections shall be deleted from the CBA.

- D. Must work with supervision of a career FF at all times.
- E. It is not the intention of this agreement to reduce the number of career full-time firefighters. As a result, a part-time firefighter cannot replace a career firefighter vacancy created due to permanent separation by a member of the bargaining unit. The parties acknowledge that where a career firefighter has retired, quit or otherwise separated, there will be a period of time which occurs prior to the position being filled through the Act 78 Civil Service Commission.
- F. Part-time firefighters cannot trade shifts with career firefighters.
- G. Part-time firefighters work schedules shall be posted 14 days in advance indicating what days and shifts and who is working.
- H. Call offs must be made no later than one hour before the start of shift.
- I. When the part-time firefighters sign up for a shift, they are expected to work.
- J. Cannot work more than fifty-six (56) hours in a 2-week pay period.
- K. For those part-time firefighters who will be scheduled to a shift and are newly hired by the Department, there will be a 90-day orientation period prior to working a shift.
- L. If a career firefighter provides 14 days notice or more for a scheduled day off, which could result in overtime or at the discretion of Fire Chief needs

to be filed, it will first be offered to members of this bargaining unit any time off requests received less than 14 days in advance can be filled with part time employees. Should an employee call off, as set forth herein the Fire Chief shall at his discretion fill the opening with a part time employee or a career firefighter. The Parties agree that should there be a shift which requires filing with less than 14 days notice and there is not at least one full-time officer (Sgt./Capt.) working during the shift a part time employee shall not be allowed to cover that vacancy.

XXVIII NEW HIRE – VACANT CAREER FIREFIGHTER POSITIONS

It is the intention of the Township to hire qualified career fire department members from its part-time staffing. Eligibility will be based on the following criteria non-probationary member in good standing (as defined within the part-time bargaining contract including required shift work). If a qualified candidate is not available within the part-time ranks, the twp. reserves the right to open the position to outside candidates.

Hiring procedure:

- All provisions outlined within public act 78, with the exception that career positions will not be open to the public unless a qualified candidate is not available within the part-time ranks.

Preference points:

- Service credits (seniority points, 1 point per year, for every month of part-time employment with White Lake Township for a maximum of 10 years of seniority).
- Workmanship Points (1-10 points, mean score averaged out amongst points awarded from all three shift commanders and the part-time program administrator).

Fire Department Cadet:

The fire cadet (no prior training) is a civilian position. The job description and pay will be at the discretion of the Fire Chief.

Once the minimum fire department training standards have been satisfied, the Fire Department cadet will be eligible for a part-time firefighter position (at the discretion of the Fire Chief).

ARTICLE XXIX - CLOTHING ALLOWANCE

1. Every full-time Employee shall be entitled to a combined clothing and cleaning allowance of eight hundred and fifty dollars (\$850.00) per year to be submitted to the Township on vouchers accompanied by purchase invoice. Any items purchased which cost would exceed the total allowance shall be paid for by the firefighter to the

extent of the amount by which the total allowance is exceeded. Uniforms shall be worn on duty only.

2. A firefighter 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 and/or repair of such property, in an amount up to, but not exceeding One Hundred and 00/100 (\$100) Dollars. Radios, cameras, briefcases, and other items not worn on person are not included.

3. A firefighter, if negligent or careless, incurring the loss of or damage to Township property in his or her possession, shall repair or replace such property, in the amount of the full repair or replacement.

4. Vouchers for clothing allowance requests will not be honored unless submitted to the Township Clerk before December 1st of the year in which the expense was incurred.

5. Once notice of termination of employment or retirement is provided, no further clothing allowance will be permitted without the Fire Chief's approval.

ARTICLE XXIX - EDUCATION

1. The Fire Chief may require certain Employees to attend schools or classes for the good of the department under the following terms and conditions:

(a) When the length of the class dictates the need, the Employee may be scheduled on a forty (40) hour work week;

(b) When off-duty attendance at schools or classes is required, the Employee will be compensated at the regular rate, plus one-half (½).

(c) Meals, if not included with registration fees, will be reimbursed in accordance with Township policy upon presentation of suitable receipts;

(d) All registration and material fees will be paid by the department;

(e) Transportation, if not provided, will be reimbursed in accordance with Township policy;

(f) When overnight lodging is necessary and not included in the cost of the school or class, the Employee will be reimbursed in accordance with the Township policy.

2. In the event an Employee requests to attend a school or class which is not required by the Fire Chief, he may do so upon the following terms and conditions:

(a) The attendance at such schools or classes will be on the Employee's own time, except that the Fire Chief may, at his option, authorize the Employee to attend the school or class on duty when deemed by the Fire Chief to be in the best interest of the department. In no case will overtime be authorized for optional education.

(b) The Employee will bear all costs associated with such classes or schools except that the Fire Chief may, at his option, pay for in advance or reimburse the

Employee for some or all of the costs associated with such classes or schools. Only when approval has been obtained from the Fire Chief in advance of such classes or schools will the possibility of reimbursement for expenses be considered.

3. 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 fire science, public safety studies, firefighter paramedic technology, emergency medical services and fire management. It does not apply to required elective classes or non-fire required classes, which are not required for a fire science degree.

(b) Tuition and laboratory fees for required fire science, public safety studies, firefighter paramedic technology, emergency medical services and fire management classes 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 fire 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 XXXI - PROMOTIONS

Promotions within the White Lake Township Fire Department will be administered within the guidelines of P.A. 78 (Civil Service) except as noted for the position of Fire Chief. In addition, the following shall also apply:

(a) A written test prepared by a professional testing service, the minimum passing score being seventy percent (70%);

(b) An oral examination administered by the White Lake Civil Service Commission, the minimum passing score being seventy percent (70%);

(c) Seniority credit of 0.1 point for every full month of full-time employment with the White Lake Township Fire Department not to exceed credit for ten (10) years of service;

(d) Final ranking of applicants will be determined by converting all percentages to points and then adding all points to a final total. In the event of a tie, the seniority credit will be eliminated, with the final total consisting of the written, oral, and psychological test scores being added together.

(e) The Lieutenant and Captain positions will be filled at the discretion of the Fire Chief. Effective June 2020 the Township shall reclassify the two employees presently holding the rank of Lt. to the rank of Captain, with no other changes in the command structure. Nothing contained herein shall be construed so as to inhibit or restrict any rights that the Employer has in article III, Management Rights.

(f) The parties have agreed to alter the hiring promotional process so that oral examinations will be conducted and scored by chief fire officers from other Communities. This would be done under the administration of the Civil Service Commission.

(g) The Union's proposal for creating Sergeants will not result in higher pay in this contract or future contracts and will not be used for comparison purposes in future Act 312 Cases to justify higher wages and benefits.

(h) The Department reserves the right to establish a position of Fire Marshal. The Fire Marshal will be paid the annual rate of pay of a Captain and will be considered of an equal rank. The pay rate shall be applied as follows:

(i) Probationary rate: 95% of full captain pay.

(ii) Non-Probationary rate: 100% of full captain pay.

(iii) This 40-hour position will receive the following benefits converted to 40-hours:

- FLSA – not eligible

- The employee is eligible to choose to receive Comp time in lieu of paid overtime. Comp time cannot exceed 90 hours per calendar year. All comp time for the month of December must be received and approved by November 30th. Should a balance remain, it will be paid out the first payroll in December.
- Personal – 48 hours (paid out up to 32 hours of unused personal time at year end)
- Sick time – 8 hours per month
- Every 240 hours of banked sick time converts to 96 hours of sick time in 40-hour position.
- Vacation –
 - 5 – 10 years – 17 days
 - 10 – 15 years – 19 days
 - 15 – 20 years – 23 days
 - 20 ears or more – 25 days
- Holidays: 14 holidays off with pay. If required to work on the holiday, they receive time and a half for hours worked on the holiday in addition to regular pay. There is no holiday payout.

(i) The Township also reserves the right to create new assignments for Fire Inspector, at its discretion. Individuals in this assignment will receive a supplemental 2% payment over their regular hourly wage. They would work their regular shift, but they

would be tasked with doing inspections as assigned by the Fire Chief or Fire Marshal. It is understood that emergency runs take priority over inspections. The Inspector assignment would be for at least one year and potential candidates would need to be a State Certified Fire Inspector.

(j.) The Township reserves the right to establish a Deputy Chief position.

In this event, the parties agree to negotiate wages.

ARTICLE XXXII - FOOD ALLOWANCE

All full-time firefighters on active duty (i.e., working twenty-four (24) hour shifts) shall be entitled to a food allowance of one hundred and sixty-two and 50/100 to be paid each quarter. No food allowance shall be paid to a full-time firefighter if on medical leave and/or workmen's compensation.

Effective upon ratification of the 2022-2025 contract, food allowance will be increased to two hundred and twelve and 50/100 (\$212.50) to be paid each quarter.

ARTICLE XXXIII - RATIFICATION

The Union acknowledges that the Employees of the bargaining unit upon the recommendation made by the officers of the Union ratified this Agreement on January 19, 2021.

ARTICLE XXXIV - 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 XXXV - 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.

ARTICLE XXXVI - DURATION

1. This Agreement shall remain in full force and effect from its ratification, to midnight, December 31, 2026. The Union shall submit a written request for contract extension not less than ninety (90) days prior to the expiration date. If the Township is so notified, 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.

All Parties agree that negotiations on a new Collective Bargaining Agreement will begin no later than July 1, 2026.

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.

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:


Catherine Derocher; HR Manager



WHITE LAKE TOWNSHIP

By: 
Rik Kowall; Supervisor

By: 
John Holland; Fire Chief

International Association of Firefighters,
Local 5295

By: 
Jason Hanifen


Myles Pierce

Andrew Morelli

PROPOSED WAGES IAFF - T.A.

NEW WAGE SCALE -FF		PARAMEDIC WAGES (4%)		EMT WAGES (0%)		ENGINEER/SGT PARAMEDIC	ENGINEER/SGT EMT	LIEUTENANT PARAMEDIC	LIEUTENANT EMT	* FIRE MARSHAL	CAPTAIN PARAMEDIC	CAPTAIN EMT
START	\$ 54,559	START	\$ 56,741	START	\$ 54,559	\$ 86,068	\$ 82,758	\$ 92,093	\$ 88,551	\$ 98,540	\$ 98,540	\$ 94,750
1 YR	\$ 58,377	1 YR	\$ 60,712	1 YR	\$ 58,377							
2 YR	\$ 62,462	2 YR	\$ 64,960	2 YR	\$ 62,462							
3 YR	\$ 66,836	3 YR	\$ 69,509	3 YR	\$ 66,836							
4 YR	\$ 73,661	4 YR	\$ 76,607	4 YR	\$ 73,661							
5 YR	\$ 77,344	5 YR	\$ 80,438	5 YR	\$ 77,344							
2024 (3%)		START	\$ 58,444	START	\$ 56,196	\$ 88,650	\$ 85,241	\$ 94,856	\$ 91,208	\$ 101,496	\$ 101,496	\$ 97,592
		1 YR	\$ 62,533	1 YR	\$ 60,128							
		2 YR	\$ 66,909	2 YR	\$ 64,336							
		3 YR	\$ 71,595	3 YR	\$ 68,841							
		4 YR	\$ 78,906	4 YR	\$ 75,871							
		5 YR	\$ 82,851	5 YR	\$ 79,664							
2025 (2.5%)		START	\$ 59,905	START	\$ 57,601	\$ 90,867	\$ 87,372	\$ 97,227	\$ 93,488	\$ 104,033	\$ 104,033	\$ 100,032
		1 YR	\$ 64,097	1 YR	\$ 61,632							
		2 YR	\$ 68,582	2 YR	\$ 65,944							
		3 YR	\$ 73,385	3 YR	\$ 70,562							
		4 YR	\$ 80,878	4 YR	\$ 77,768							
		5 YR	\$ 84,922	5 YR	\$ 81,656							
2026 (3%)		START	\$ 62,900	START	\$ 59,329	\$ 95,410	\$ 89,993	\$ 102,089	\$ 96,293	\$ 109,235	\$ 109,235	\$ 103,033
		1 YR	\$ 67,302	1 YR	\$ 63,480							
		2 YR	\$ 72,011	2 YR	\$ 67,923							
		3 YR	\$ 77,054	3 YR	\$ 72,679							
		4 YR	\$ 84,922	4 YR	\$ 80,101							
		5 YR	\$ 89,168	5 YR	\$ 84,106							

1/1/2026 Additional 2% included for Paramedics.

LETTER OF UNDERSTANDING

WHEREAS, White Lake Township (hereinafter, "Township") and the International Association of Fire Fighters, Local 5295 (hereinafter, "Union"), are Parties to a Collective Bargaining Agreement; and;

WHEREAS, the Township and the Union have discussed the possibility of implementing an Advanced Life Support ("ALS") Program; and,

WHEREAS, the Parties have discussed a proposal to implement a temporary system of ALS Support for a two (2) year period as provided by the "Bennet Bill" and,

WHEREAS, the Township and the Union have met to discuss the implementation of the ALS Program and wish to memorialize the terms of this Agreement as set forth herein.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement; the Township and the Union agree as follows:

1. The White Lake Township and the Fire Fighters Association agree to comply with the terms and conditions of MCLA 333.1101 known as the "Public Health Code", as amended, and the requirements of the Oakland County Emergency Medical Services Medical Control Board as to qualifications, which are hereby incorporated by reference as though fully set forth herein.

The Township and the Union agree that the initial duration of the ALS Program shall be for a period of two (2) years. During which time the Township shall be able to manage its response deployment. The two (2) year duration period shall commence on _____.

2. All members presently licensed as a Paramedic will be required to maintain their State of Michigan Paramedic license.
3. All members assigned to the ALS certified program, regardless of rank, shall receive premium pay equal to:
 1. Paramedic: 4% of wage

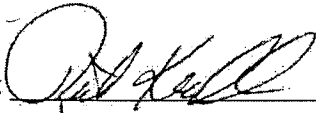
The parties agree that in the event the Township extends this program beyond the two (2) year initial period, as provided herein a 2% increase on the paramedic premium pay shall occur.

4. The Township shall pay the cost of tuition, books, and supplies necessary to maintain State of Michigan Paramedic licensure/certification
5. The parties agree that one member shall assume the role of EMS Instructor Coordinator (IC). This "assignment" will be considered an added duty and shall be compensated with an additional 2%. This position shall be for the duration of the ALS Program.

6. The parties agree that all new hires after 7/1/2023 shall be ALS paramedic certified at the time of hire. However, the Township shall have the right to hire ALS paramedics certified within two years of the date of hire. This may be extended beyond two years at the discretion of the Fire Chief.
7. In the event a member receives payment towards their certification, and they leave the department in less than two years the member shall be required to pay the Township the value of the course.
8. The Township shall have the right to extend this program beyond the initial two (2) year term at its discretion.

WHITE LAKE TOWNSHIP

IAFF LOCAL 5295

By: 

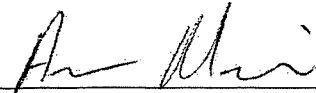
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By: Cathy Dirocher

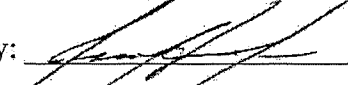
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