

WHITE LAKE TOWNSHIP

AND

**INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL 5295**

November 30, 2021

Tentative Agreement

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1. **Duration;**

4 years

2. **Article XII; Wages**

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

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

3. **Article XXVII – Rank**

Edit Section A as follows: No POC (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.

Before Part Time Firefighters may work a shift, they must first obtain FF1, FF2, and Basic EMT or MFR.

The Township shall be able to schedule Part Time FF's 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.

Delete Sections C, D and F.

4. **Article XVIII Hospital & Surgical Insurance**

Modify: 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

5. **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.

6. **New Hire**

Vacant career firefighter positions

It is the intention of the Twp. 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 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 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).

7. Light Duty

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.

8. **Tier 2 Firefighters:**

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 the Tier 2 pension. The employee shall be required to contribute 2% into this account to participate in this program.

9. **Allowance:**

Increase by \$200.00 annually each.

10. **ALS Response**

The Parties agree to continue to discuss ALS emergency response services. In the event the parties agree they shall enter into a separate Letter of Agreement.

11. **Sick Time**

Sick time shall be earned at a rate of sixteen (16) hours per month.

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.

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.

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).

For forty-hour employees they shall earn at 8 hours a month to a maximum of 2,080.

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.

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

Pension credit shall cease to accrue after 12 months.

12. **Article VIII Seniority:**


An employee shall lose seniority for the following reasons:

New: If an employee fails to return to work after two (2) years on Worker's Compensation. (Same as PD).

13. Effective 12.31.21 any member of the bargaining unit who has achieved at least 23 years of service credit and has been approved for a disability retirement from MERS shall be entitled to retirement health care provided they retire by 2.1.22.


By: _____ Date: 11/30/21


By: _____ Date: 11-30-21


By: _____ Date: 11/30/2021


By: _____ Date: 11/30/21


By: Catherine DeLocher 11-30-21
Date: _____

By: _____ Date: _____