Rik Kowall, Supervisor Anthony L. Noble, Clerk Mike Roman, Treasurer



Trustees Scott Ruggles Liz Fessler Smith Andrea C Voorheis Michael Powell

# SPECIAL TOWNSHIP BOARD MEETING LOCATION: 7527 HIGHLAND ROAD, WHITE LAKE - ANNEX BOARD ROOM

TUESDAY, SEPTEMBER 26, 2023 – 5:30 PM

White Lake Township | 7525 Highland Rd | White Lake, MI 48383 | Phone: (248) 698-3300 | www.whitelaketwp.com

# **AGENDA**

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. PUBLIC COMMENT

#### 6. CLOSED SESSION

A. APPROVAL TO RECESS INTO CLOSED SESSION TO CONSIDER ATTORNEY/CLIENT PRIVILEGED COMMUNICATION REGARDING COLLECTIVE BARGAINING AND MATERIAL EXEMPT FROM DISCLOSURE, IN ACCORDANCE WITH MCL 15.268(c) 8(h)

#### 7. NEW BUSINESS

- A. REQUEST TO APPROVE IAFF TENTATIVE AGREEMENT
- B. REQUEST TO APPROVE MERS DROP PROGRAM FOR MERS DIVISION
- 8. ADJOURNMENT

Procedures for accommodations for persons with disabilities: The Township will follow its normal procedures for individuals with disabilities needing accommodations for effective participation in this meeting. Please contact the Township Clerk's office at (248) 698-3300 X-164 at least three days in advance of the meeting. An attempt will be made to provide reasonable accommodations.

#### **TENTATIVE AGREEMENT**

# AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 5295

**CONTRACT EXTENSION** 

**JANUARY 1, 2026 – DECEMBER 31, 2026** 

# WHITE LAKE TOWNSHIP TENTATIVE AGREEMENT

#### **CONTRACT EXTENSION**

#### 1. <u>Duration:</u>

Contract Extension Period:

January 1, 2026-December 31, 2026

#### 2. Wages:

New Wage Scale effective first payroll after adoption by the Board of Trustees.

Firefighter: Start: \$54,559

1 yr. \$58,377

2 yr. \$62,462

3 yr. \$66,836

4 yr. \$73,661

5 yr. \$77,344

Sergeant:

\$82,758

Lieutenant:

\$88,551

Captain/Fire Marshal: \$94,750

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.

The Township reserves the right to establish a Deputy Chief position. In this event, the parties agree to negotiate wages.

# Wage Adjustment:

1/1/24: 3%

1/1/25: 2.5%

1/1/26: 3%

#### 3. ALS:

Adopt the attached Letter of Understanding for ALS Program.

#### 4. Health Insurance:

7(a) Add 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.

7 (d) add or qualifying event.

#### 5. Language corrections:

Update Hospital and Surgical Insurance to Medical Insurance.

(3) Remove Delta from dental insurance and replace with Dental carrier

Under Retiree Insurance – remove BCBS Community Blues and replace with current PPO or HMO plans.

Retiree Insurance (e) delete 3% base.

# 6. Promotions:

Fire Marshal – identify cap for comp time, i.e., not to exceed 90 hours.

#### 7. <u>Update Sick Leave</u>

10 c - Add short-term disability language, remove 10 c.:

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

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

Add - Forty- Hour employees may accumulate 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 should 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.

# 8. General Conditions:

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.

# 9. Captain On-Call Coverage

Cathy Derocher; H.R. Manager

- a. On Call Captain's coverage will be assigned when the senior Sergeant 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. Captains 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. All other provisions will be carried forward.	
Township	Union
Rik Kowal; Supervisor	Jason Hanifen
Kik Kowai, Supervisor	A-Mir
John Holland; Fire Chief	Andrew Morelli

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#### 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: Wall	By: An Mi
Date: 8-24-23	Date: 8/24/2023
By: Cathy Ocrocher	By:
Date: 8124 133	Date: 9/24/23
By:	By:
Date: 08/24/23	Date: