

# **AGREEMENT**

**CHARTER TOWNSHIP OF INDEPENDENCE**

**AND**

**INDEPENDENCE PROFESSIONAL FIRE FIGHTERS ASSOCIATION**

**JANUARY 1, 2015 – DECEMBER 31, 2017**





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## **1. ARTICLE ONE: MISCELLANEOUS**

- A. Definitions: The following terms as used in this Agreement shall mean:
1. Supervisor- the elected Supervisor of Independence Township or other designated official appointed by the Township Board. The purpose of this definition is to provide the distinction between the Township Supervisor and a departmental authority. In the absence of the Supervisor, all references to this term shall mean (in order) the Township Clerk, Township Treasurer, and most senior elected Township Trustee.
  2. Employee - Individual working full-time for pay in the Independence Township Fire Department.
  3. He - Means, as appropriate, either "he" or "she".
  4. Staff Officer – Individual working in the following positions; Staff Lieutenant, Staff Captain and Fire Marshal
- B. Agreement copies: Copies of this Agreement shall be distributed by the Township to all members of the bargaining unit, plus three (3) extra copies for the Union's file no later than thirty (30) days after the ratification of this Agreement. The Township shall provide each new full-time employee with a copy of the current Agreement.
- C. Upon ratification, an electronic version of this Agreement shall be made available on the official Township of Independence website.
- D. The original contract copy and letters of understanding will be maintained in the Supervisor's Office. All letters of understanding will follow a number sequence beginning with the year, example 2015-001.
- E. All previously signed Agreements and Letters of Understanding shall be considered void upon ratification of this Agreement.

## **2. ARTICLE TWO: MANAGEMENT RIGHTS**

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Township Board, except those which are clearly and expressly relinquished herein by the Township Board, shall continue to vest in and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right:

- A. To the exclusive management and administrative control of the Township and its properties, facilities, equipment and the activities of its employees during employee working hours;
- B. To hire all employees and to determine their qualifications;
- C. To determine the services, supplies and equipment necessary to continue its operations and to determine all methods and schedules and standards of operation; the means, methods and processes of carrying on the work or changes therein; the institution of new and/or improved methods or changes therein;
- D. To adopt reasonable rules and regulations, determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the Township Board or any of its management shall not abridge any rights from employees as specifically provided for in this Agreement;
- E. To determine the policy affecting the selection and training of employees providing that said selection shall be based upon lawful criteria;
- F. To take such actions as are required in emergencies;
- G. To contract with outside sources for services beyond the resources of the department, including but not limited to, dispatch services.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Township Board and its members thereof under the laws or Constitution of the State of Michigan.

The listing of specific management rights in this Agreement is not intended to be, or shall it be restrictive of, or waiver of, any rights of management not listed and specifically surrendered herein.

### **3. ARTICLE THREE: MAINTENANCE OF CONDITIONS**

- A. Wages, hours and conditions of employment in effect at the execution of this Agreement shall be maintained during the term of this Agreement, except for changes permitted under Article Two and not in conflict with any other specific provision of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the interpretation and application of this Agreement.
  
- B. This Agreement shall supersede any departmental rules and regulations inconsistent herewith not mandated by law. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the Township, appropriate Township amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

### **4. ARTICLE FOUR: SAVINGS CLAUSE**

- A. If any provision of this Agreement, or any application of the Agreement to any employee covered under this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
  
- B. A special conference shall be held within ten (10) days with the employee affected by this provision to discuss the provision in question that may be invalid.



## **5. ARTICLE FIVE: RECOGNITION, OTHER AGREEMENTS & ORGANIZATIONS**

- A. Subject to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan, 1947, as amended, the Township does hereby recognize the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement with those employees of the Township in the bargaining unit described below.
- B. The members of the unit represented by the Union include all full-time, full-paid employees of the Independence Township Fire Department except for those employees in clerical positions within the Department, and the Chief and (2) non-union Command Officers thereof.
- C. In no event shall the Township employ more than one Chief, and (2) two full-time non-union Command Officers. These positions are not intended to replace full-time personnel in the operations division. As a result, these Command Officers shall not be scheduled to work 24 hour shifts in the operations division. This shall not preclude these Command Officers from responding to emergencies, or temporarily serving in the operations divisions in the event vacancies in the Operations Division are not filled pursuant to the Overtime Policy.
- D. 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.
- E. 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.
- F. The Township recognizes that members of the Union are members of the following organizations: Local 2629, Michigan Professional Fire Fighters Union, and the International Association of Fire Fighters.

- G. Part-time firefighters employed by the Township shall not be scheduled for more than 36 hours per week in the operations division. The Union recognizes the Township's ability to use part-time firefighters to supplement staffing in the operations division. The Township agrees that on any day a part-time employee is scheduled to work, there will be a minimum of (7) seven full-time personnel working in the operations division, or on approved leave, or on department business.
  
- H. In no event shall this contract prohibit or interfere with the Township on-call or part-time programs. On-call and part-time personnel may be used to cover overtime within the Fire Department, provided that all full-time employees have been provided the opportunity by reasonable efforts, as provided in the overtime policy, to perform such overtime. All full-time fire personnel shall be considered of superior rank to all on-call personnel, regardless of rank.
  
- I. The Township agrees that the part-time personnel are in no way intended to permanently replace full-time personnel.
  
- J. The Township shall add the Union President as a person of contact to MERS for the purposes of accessing information. The Union agrees that it has no authority to make changes to any MERS plans or incur fees without the authorization and participation of the Township.

## **6. ARTICLE SIX: PROMOTION OF PRODUCTIVITY AND EFFICIENCY**

The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and undertakes that the employees within the bargaining unit will individually and collectively use their best efforts to maintain the productivity and efficiency of the Fire Department. The Township undertakes that, acting in accordance with all applicable laws in applying its best management judgment, it shall strive to promote and encourage a high level of productivity and efficiency within the Fire Department.

## **7. ARTICLE SEVEN: NO STRIKE - NO LOCKOUT**

- A. The Union officers or staff will not cause, authorize or encourage its members to cause, nor will any members of the bargaining unit take part in any strike, including any sympathy strike, sit-down, stay-in, or slowdown, or any curtailment of work, unauthorized absence from work, or interference with the operations of the Township during the term of this Agreement.
- B. In the event of a work stoppage, or other curtailment, the Union officers shall, as soon as possible (in any event within four (4) hours, notify the involved employees that they are in violation of this Agreement and to immediately cease the offending conduct.
- C. The Township shall have the right to discipline, up to and including discharge, any employee who participates in, or gives leadership to, any activity prohibited by this Article. No arbitrator shall have the power to modify this right.
- D. The Township agrees not to lock out the employees covered by this Agreement.

## **8. ARTICLE EIGHT: DUES DEDUCTION**

- A. The Township will deduct from the pay of each employee covered by this Agreement current Union membership dues, provided that at the time of such deduction there is in the possession of the Township a current signed authorization by the employee in a form acceptable to the Township and shall continue to make such deduction until the Township receives written instructions to the contrary from said employee, according to the terms of "E" below in this Article.
- B. The Township will deduct, from every pay, current membership dues from the pay of employees authorizing same.
- C. The Township will deduct from the pay of employees in any month only the Union dues becoming due in such month.

- D. All sums deducted by the Township shall be remitted to the Treasurer of the Union not later than the last day of the month in which the deductions have been made. In the event the Union requests the Township to change the present membership dues deduction of any member, except as provided in Section "E", such request shall be effective only if the Union gives the Township thirty (30) days' notice of specific changes.
- E. Employees having signed, or having previously signed dues authorization cards, may only revoke the authorization upon thirty (30) days written prior notice to the Township and only once in any calendar year. Any employee who does revoke his dues authorization card may not reinstate it for a period of one year from the date of its revocation. In cases when a deduction is made which duplicates a payment that an employee already has made to the Union, or in any other situation in which a refund is demanded, said refunds are not the responsibility of the Township.
- F. The Township shall not be liable for any errors or losses in the administration of this Article. However, the Township will correct any errors properly brought to its attention. The Township shall not be liable for the remittance or payment of any sum other than that constituting actual dues deductions made from the wages earned by the employees as authorized in writing. Furthermore, the Union shall protect, indemnify and save the Township harmless against any and all claims, demands, costs, suits, and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of complying with this Article.
- G. Agency Shop: To the extent that the laws of the State of Michigan permit, it is agreed that:
1. Employees covered by the Agreement at the time this Agreement becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of the Agreement, or pay a service charge equal to the regular amount of the dues. The deductions shall begin the month the employee signs the authorization card, if there is adequate time to make the deduction. No dues or service charge shall be made retroactive.
  2. Full-time employees (except probationary) hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Union for the

duration of this Agreement, or pay a service charge equal to the regular monthly dues, on or before the date of the second pay day of the calendar month following the probationary period.

3. Exceptions to this Article shall be:
  - a. Regular part-time employees and temporary employees;
  - b. Probationary employees.
4. The Union, in requesting the dismissal of an employee, will notify the Township when an employee is in arrears of either his service fee or Union dues for over sixty (60) days. The Township will notify the employee, and send a copy to the Union, that he is subject to dismissal upon receiving the Union notice. The Township will discharge the employee thirty (30) days after receipt of the notice, if the employee has not complied with Article Eight. The Union will also give to the Township a monthly listing of employees who have paid directly to the Union, if any.
5. If a bargaining unit employee has tendered directly to the Union his membership dues or the service charge, or has a written authorization in effect requiring the deduction of dues or service charge, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or been expelled by the Union for any reason other than his failure to tender the dues or service charge to the Union, either directly or after revocation of his authorization.

H. In the event of a violation of the no strike clause by action of the Union, this Article shall be immediately terminated and discontinued for the duration of the contract. However, should any employee walk off the job or engage in a work stoppage, the employee will be considered to be a voluntary quit and such action shall not be considered a violation of the no strike clause for the purpose of this Paragraph only.

## **9. ARTICLE NINE: SENIORITY LISTS**

- A. The seniority list will show the names and job titles of all employees entitled to seniority by classification. Grievances against this list shall be governed by procedure set forth in Article Sixteen.

- B. The Township will maintain the seniority list, and in the event of change, will provide the Union with an updated copy or otherwise upon the request of the Union.
- C. The seniority list as of the date of this contract appears herein as Appendix A.

## **10. ARTICLE TEN: UNION BULLETIN BOARDS**

The Township will provide bulletin board space in each fire station and Fire Department Headquarters which may be used by the Union for posting notices of the following types:

- 1. Notices of Union recreational and social events;
- 2. Notices of Union elections;
- 3. Notices of results of Union elections;
- 4. Notices of Union meetings; and
- 5. Union Correspondence.

## **11. ARTICLE ELEVEN: LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- 1. He resigns or retires.
- 2. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- 3. He is absent for two (2) consecutive working days without notifying the Fire Chief, his shift officer, or in their absence, the Supervisor. After such absence, the Supervisor will send written notification by certified mail to the employee at his last known address that he has lost his seniority and his employment is terminated.
- 4. He does not return to work when recalled from layoff, as set forth in Article Fourteen.
- 5. He fails to return from a leave of absence on the next scheduled work day after the scheduled ending date of such leave (unless prior to that date the leave has been extended), or from a sick leave covered by Worker's Compensation or disability plans of the Township, on the date certified by his doctor for his return or his next scheduled work day, whichever is later.
- 6. Upon the expiration of recall rights as defined in this Agreement.

## **12. ARTICLE TWELVE: DISCHARGE AND DISCIPLINE**

- A. No employees, except probationary employees, shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline whenever possible. Nothing in this section, however, shall prevent the Employer from appropriately disciplining an employee should circumstances warrant.
- B. Notice of Discharge or Discipline: The Township agrees promptly upon the discharge or discipline of a seniority employee to notify in writing a union representative who represents the employee discharged or disciplined. The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his employment behavior short of discharge.
- C. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with a union representative and the Township will make available an area where he may do so before he is required to leave the property of the Township. Upon request, the Township Supervisor or the Supervisor's designated representative will discuss the discharge or discipline with the employee and the union representative.
- D. Appeal of Discharge or Discipline: Should the discharged or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the union representative to the Supervisor within ten (10) calendar days after receiving notice of discharge or discipline. The Supervisor shall respond in writing to a union representative within ten (10) calendar days after receiving such written complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Level 2. Failure to present the complaint in writing, within ten (10) calendar days, shall be construed as acceptance by the employee of the Supervisor's action.
- E. Use of Past Record: In imposing any sanction on a current charge, the Township will not take into account any prior infraction which occurred more than two (2) years previously nor impose sanctions on an employee for deliberate errors or mistakes on his employment application after two (2) years from his date of hire, except for bonding requirements.

- F. Any award of back wages shall be limited to the base pay plus any lost holiday pay, if applicable, that the employee would have otherwise earned, less any compensation that he received from any source during the period of the back pay calculation. Compensation earned during the back pay period shall not include the average sum earned from any source during the preceding twelve (12) months, if during the back pay period the employee continues to work for such employer. For the purposes of calculation of back wages, it shall be the employee's obligation to document all income received during the back pay period and during the preceding twelve (12) month period.
- G. All disciplinary actions shall be void unless imposed within ninety (90) calendar days of the occurrence of the alleged violation or within ninety (90) calendar days after the Township reasonably should have known of the occurrence of the alleged violation.

### **13. ARTICLE THIRTEEN: LAYOFF**

- A. A layoff is a reduction in the working force based upon decrease in work, or a lack of funds.
- B. The Township shall give (30) thirty calendar days notification in the event of such layoff.
- C. Employees will be laid off in inverse order of date of hire.
- D. Seniority employees promoted to an officer classification shall acquire a date of promotion for layoff purposes as the date the employee was promoted into that particular position. In case of duplicate dates of promotion within the particular position, total department seniority shall control.
- E. Affected employees shall have the right to bump based upon total Department seniority, into another classification, provided that the employee has more seniority than someone within that classification, and provided that the employee previously performed that position. The employee, who loses their position due to bumping, will be allowed the same bumping rights provided herein. However, if there is no position available that the employee has previously performed, the employee will then be placed on layoff.



- F. For the purposes of calculation of benefits, seniority shall not accumulate during layoffs.
- G. After three (3) continuous years of layoff, recall rights shall no longer exist.

**14. ARTICLE FOURTEEN: RECALL PROCEDURE**

- A. When the work force is increased after a layoff, the employee(s) will be recalled according to seniority in reverse order of layoff.
- B. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. The Township will also attempt to contact the recalled employee by electronic means including email, cell phone, and/or text message. It is the employee's responsibility to keep the Township informed of any change in his address and other pertinent contact information.
- C. The employee shall notify the Fire Chief of his intention to return orally and in writing as soon as possible, but no later than three (3) calendar days after receipt of the recall notice or five (5) calendar days after the date of mailing of such notice. If the employee fails to report for work within seven (7) calendar days from the date of mailing of the notice of recall or fails to notify the Fire Chief of his intention to return to work within three (3) calendar days as indicated above, he shall be considered a voluntary quit. The Township Supervisor may make exceptions if it was not feasible for the employee to return to work within the time prescribed or to provide notice of intention and the employee provides written evidence of the basis for the exception.

**15. ARTICLE FIFTEEN: SENIORITY - PROBATIONARY EMPLOYEES**

- A. New hires to the Fire Department or persons rehired after having quit or having otherwise lost their seniority shall serve a probationary period of one (1) year in the classification to which the employee is assigned upon hire or rehire. Seniority status shall not apply during the probationary period. The probationary period may be extended by the Fire Chief if the evaluation of the employee is inconclusive at the end of the normal one (1) year

probationary period. In the event of such extension, the employee and the Union shall be notified in writing of the reasons for such extension.

- B. Benefits which would otherwise be provided to employees at the end of the probationary period shall be provided to employees at the end of the sixth month of employment.
- C. At the Fire Chief's discretion, probationary employees are eligible to earn overtime in emergency situations, pursuant to Article Thirty-Five.
- D. In the event duplicate seniority dates result from this process for employees hired after January 1, 2006, seniority shall be based on the employee's position on the hiring eligibility list.
- E. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article Five of this Agreement. The Union agrees that it may not grieve the discharge or discipline of a probationary employee.
- F. Seniority shall not be affected by the race, sex, marital status or dependents of the employee. Seniority shall also not be affected by the authorized use of leave time, unless otherwise specified in this Agreement.
- G. Probationary employees shall receive holiday pay, food allowance, bereavement leave and sick leave during their probationary period, and shall accumulate seniority from their date of hire, provided the employees successfully complete their probationary period. Probationary employees shall be entitled to one (1) working day and disability insurance after ninety (90) calendar days of employment. Employees shall be entitled to annual leave upon completion of one-year of service. Health insurance and life insurance coverage shall begin as soon as eligible pursuant to the Township's Agreement with the carrier. A chart of these benefits and their effective dates is provided as Appendix B to this Agreement.

- H. Probationary employees shall be permitted to request and accept trade time to cover their shift or any portion of their shift with the understanding that the time may not be repaid until after said employee has successfully completed the probationary period.

## **16. ARTICLE SIXTEEN: GRIEVANCE PROCEDURE**

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the disagreements which may, from time to time, arise affecting the interpretation and application of this Agreement. Both parties agree that these proceedings shall be as informal and confidential as is possible.
- B. Definition: A "grievance" is a complaint by a member of the bargaining unit, claiming a violation of specific articles of this Agreement or a complaint involving its interpretation or application. The grievance shall not apply to any matter which is prescribed by law or State regulation. No management prerogative, as prescribed by law or this Agreement, shall be made the subject of a grievance. If a grievance arises, there shall be no stoppage of work because of such grievance.
- C. Procedure: The number of days indicated at each step shall be considered as a maximum, and every effort will be made to expedite the process. The time limits specified may, however, may be extended by mutual agreement in writing.
- D. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving grievances.
  - 1. Step One - Department Level: An employee with a grievance shall, within ten (10) calendar days of the event giving rise to it, or his having knowledge of such event, and accompanied by a union representative, present the grievance and the factual basis for it to the Fire Chief in an informal conference. In the event the grievance is not resolved by this informal conference, the grievant may reduce the grievance to writing, on suitable forms, and present it to the Fire Chief at the conclusion of the informal conference. The Fire Chief, within seven (7) calendar days after receipt of the written grievance, shall give his answer in writing to the employee.

2. Step Two - Supervisor Level: If the grievance is not resolved at Step One, the grievance shall be submitted in writing by the steward to the Supervisor within ten (10) calendar days after the Fire Chief's written answer in Step One. A meeting between the Supervisor and/or another representative of the Township and two representatives of the Union will be arranged to discuss the grievance. This meeting will take place within fourteen (14) calendar days after the Supervisor receives the grievance. Within ten (10) calendar days after this meeting, a written decision by the Supervisor shall be given to the union representative.
3. Step Three - Arbitration:
  - a. If the grievance is not settled at Step Two, the Union may, within twenty one (21) calendar days after the written decision at Step Two, advance the matter to arbitration. The parties agree to meet within fourteen (14) calendar days to select a mutually agreed upon arbitrator. In the event an arbitrator cannot be mutually agreed upon, the Union may submit the matter to the Michigan Employment Relations Commission in accordance with its rules.
  - b. The arbitrator so selected will hear the matter promptly and will issue his decision according to the rules of the Michigan Employment Relations Commission. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions of the issue submitted.
  - c. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof.
    - i. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
    - ii. The arbitrator shall have no power to establish salary structures or change any salary.
    - iii. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Township's rights and responsibilities except to the extent that such rights and responsibilities may be expressly limited by the terms of the Agreement.

- iv. The decision of the arbitrator shall be final and binding on the Union, its members, the employee or employees involved, and the Township, if such decision is within his authority.
  - v. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan law.
  - vi. The arbitrator's fees and expenses shall be shared equally by the Township and the Union. The expenses and compensation of any witnesses or participant in the arbitration shall be paid by the party calling such witnesses, or requesting such participation.
- E. In the event that the Township refuses or fails to answer a grievance within the time limits set forth in this Article, the grievance shall advance automatically to the next highest step of the grievance procedure, unless withdrawn by the Union.
- F. Nothing contained herein shall preclude the grievant from being present during the hearings, upon request of either party.
- G. A grievance may be withdrawn and, if so withdrawn, all financial liability shall be canceled. Where one or more grievances involve a similar issue, the Township and Union may agree to process one of the grievances to conclusion with all similar grievances decided on the basis of the disposition of the representative case.

## **17. ARTICLE SEVENTEEN: SAFETY**

- A. The Township shall endeavor to provide all necessary equipment in good working order to ensure the maximum safety to the employees.
- B. A Safety Committee, consisting of two (2) representatives appointed by the Union and two (2) representatives appointed by the Supervisor, is hereby authorized and shall be formed within thirty (30) days of the ratification of this Agreement.
- C. The Committee shall meet on a quarter-annual basis and meeting minutes shall be submitted to the Fire Chief.

## **18. ARTICLE EIGHTEEN: PROMOTIONS**

- A. New full time fire department employees shall be hired as firefighter/paramedics. Firefighters shall be promoted to the rank of engineer after completion of 2 years of department seniority.
1. The rank of firefighter is an entry level position that is subordinate to the rank of engineer. It is not intended to indicate that a member of the department is precluded from driving or operating any department apparatus.
  2. Promotions above the rank of engineer shall be determined by a combination of experience, qualifications, competitive testing, and ranking by a promotion review board, seniority, and overall ability as determined by the fire chief.
- B. Employees seeking promotion to one of following classifications shall possess the following experience and qualifications to apply for the promotion:
- Operations Lieutenant
    - Must have at least 4 years full-time seniority with the department, with at least 2 years' experience as an Engineer.
    - Must possess certificate for Fire Officer I course meeting NFPA 1021. Must possess certificates for National Incident Management System (NIMS) courses: ICS 100, 200, 700, and 800 or equivalent(s) as determined by the Township.
    - May be required to obtain additional certifications, as determined by the Township.
  - Operations Captain
    - Must have at least 6 years of department seniority, and 2 years of experience as a Lieutenant.
    - Must possess a certificate for Fire Officer II course meeting NFPA 1021.
    - Must possess State of Michigan paramedic license. Must possess certificates for National Incident Management System (NIMS) courses: ICS 100, 200, 300, 400, 700, and 800 or equivalent(s) as determined by the Township.
    - Must possess a Blue Card Command Certification.

- Staff Captain
  - Must have at least 6 years of department seniority, and 2 years of experience as a Lieutenant.
  - Must possess a certificate for Fire Officer II course meeting NFPA 1021. Must possess State of Michigan paramedic license. Must possess certificates for National Incident Management System (NIMS) courses: ICS 100, 200, 300, 400, 700, and 800 or equivalent(s) as determined by the Township.
  - Must possess a Blue Card Command Certification.
  - May be required to obtain additional certifications, as determined by the Township.
  
- Staff Lieutenant
  - Must have at least 4 years full time seniority with the department, with at least 2 years' experience as an Engineer.
  - Must possess a certificate for Fire Officer I course meeting NFPA 1021. Must possess certificates for National Incident Management System (NIMS) courses: ICS 100, 200, 700, and 800 or equivalent(s) as determined by the Township.
  - May be required to obtain additional certifications, as determined by the Township.
  
- Fire Marshal
  - Must have at least 6 years of department seniority, and 2 years of experience as an Inspector.
  - Must possess certificate for Fire Officer II course meeting NFPA 1021. Must possess certificates for National Incident Management System (NIMS) courses: ICS 100, 200, 300, 400, 700, and 800 or equivalent(s) as determined by the Township.
  - Must be a certified Fire Inspector through an approved course meeting NFPA 1031. Must be a fire investigator through an approved course meeting NFPA 1033, or other course/certification determined at the time of posting.
  - Must possess a Blue Card Command Certification.
  - May be required to obtain additional certifications, as determined by the Township.

- C. When multiple candidates apply for all promotions above the rank of Engineer, the testing process listed below shall be utilized.
1. Candidates for promotion shall complete a written examination based on fire service topics, developed by an outside vendor or an independent third party. The written exam shall constitute 20% of the overall score.
  2. Candidates shall complete an oral interview based on fire service management or tactical scenarios conducted by an outside vendor or independent third party. The scenario interview shall constitute 20% of the overall score.
  3. Candidates shall have added to their overall score, 1 point for each year of fulltime service with the department, up to a maximum of 10 points. No partial points shall be applied. Seniority shall compose 10% of the total score.
  4. The Fire Chief shall convene a promotion board of review to score the candidates based on education, training, prior performance, and work history. The Township shall have sole discretion as to the composition of the promotion board of review, provided all members are impartial.
    - a. The board of review shall inspect the candidate's records and score the candidates in four categories:
      - Education (0-10 points)
      - Training and certifications (0-10 points)
      - Performance evaluations/work history (0-10points)
      - Discipline/attendance history (0-10 points)
    - b. The board of review shall have access to all department records except those containing confidential medical information about the candidate.
    - c. Candidates may submit specific documents at the time of application to be reviewed by the promotion board of review. All documents submitted, including but not limited to; college credits, college degrees, and certifications, must have been earned by the candidate prior to the promotional vacancy posting date.
    - d. The promotion board of review shall score each candidate without knowledge of the results of the written examination or oral interview.
    - e. The score assigned by the promotion board of review shall constitute 40% of the overall testing process.



5. The Fire Chief shall assess each candidate based on the Fire Chief's professional opinion on the potential of each candidate to succeed in the desired position.
  - a. The Fire Chief shall assign each candidate a score of 0-10. The Chief's ranking shall constitute 10% of the overall testing score.
  - b. The Fire Chief may elect to meet with the candidates prior to assigning the score, but must assign the score without knowledge of the results of the written exam, oral examination, or promotion board of review score.
  - c. The scoring categories shall be provided to the Union to review prior to the scoring process.
6. All members offered a promotion by the Township shall complete a drug test prior to being awarded the promotion. A confirmed positive drug test shall disqualify the applicant from the promotional process.
7. A promotional candidate shall not be subjected to a financial credit check, psychological evaluation, or lie detector test as part of the promotional process.

#### D. Promotional Contingencies

1. In the event there are not enough qualified candidates meeting the seniority or years of service requirements to apply for a promotion, the Township may allow candidates without the required seniority or years of service from the required and/or lower classifications to enter the promotional process.
2. In the event there are not enough qualified candidates, the Township in its sole discretion, may elect to reduce or waive a portion of the requirements or seek applications from outside the bargaining unit.
3. For the purposes of addressing the promotional contingencies described above the Township reserves the right to determine the number that constitutes the number of qualified candidates.

#### E. The most qualified employee chosen for the vacancy shall be on probationary status for six months to determine:

1. The employee's desire to remain in the classification;
2. The employee's ability to perform in the classification.

#### F. During the probationary period, the employee shall have the opportunity to revert back to his former classification upon forty-eight (48) hours written notice. If the employee's

performance is unsatisfactory in the new classification, the employee will be returned to his previous classification with notice and reasons submitted in writing to the employee.

- G. During the probationary period, the employee shall receive the rate of pay for the classification the employee is performing.
- H. Personnel promoted to a higher-ranking classification shall be advised regarding their job performance. If an employee's job performance is unsatisfactory, after improvement-based counseling, the employee may be demoted to his previous classification for reasons which shall be supplied to the employee in writing.
- I. Personnel promoted to a rank above the rank of Engineer may be required to attain additional certifications upon the direction of the Township.

## **19. ARTICLE NINETEEN: HOURS OF EMPLOYMENT**

- A. The standard work week of all members assigned to the Operations Division shall be fifty-six (56) hours as prescribed by Act 125 of the Public Acts of 1925, as amended. The standard work week for Staff Officers shall be 42 hours, consisting of rotating ten and one half-hour (10.5) shifts with adjustments as approved by, or deemed necessary by the Fire Chief. Variations of the standard schedule may be granted at the discretion of the Fire Chief.
- B. Subject to department manpower requirements, employees shall be permitted to trade work or leave days with the written permission of the Shift Captain with written notification to the Fire Chief.
- C. Forty-two (42) hour work week employees, who are qualified and who keep all necessary certificates up-to-date, may be required to work on the fifty-six (56) hour work week schedule by the Fire Chief as he deems necessary, not to exceed 30 days. The wages of an employee shall not increase or decrease because of this change in schedule.

- D. The Township may call back forty-two (42) hour employees, who are qualified and who keep all necessary certificates up-to-date.
  
- E. When the Shift Captain is unavailable to perform his duties, on account of the use of leave time, or attendance at functions outside the Township, the on-duty Lieutenant shall serve the duties normally performed by the Captain, and shall be paid 50% of the dollar difference between Lieutenant pay and Captain pay for all time serving the Captain duties. If the classification of Lieutenant is not occupied or if the Lieutenant is not available, an off-duty Captain will be called in to fill the classification, or if no off-duty Captain is available, an off-duty Lieutenant will be called in to fill the classification and shall be paid overtime pay for all hours worked at the rate of 50% of the dollar difference between Lieutenant pay and Captain pay for all time serving the Captain duties. There shall be no differential paid to a Lieutenant when a Captain is on-duty as part of the daily staffing, working in the Operations Division.

## **20. ARTICLE TWENTY: RATES OF NEW JOBS**

- A. When a new job is created in the unit and cannot be properly placed in an existing classification, the Township will establish a three-month interim rate and notify the Union.
  
- B. Prior to establishing final classification and rate structure, the Township will negotiate a permanent rate with the Union.
  
- C. Any member of the bargaining unit who is placed in an acting capacity to temporarily perform the duties of a bargaining unit position shall be paid fifty (50%) percent of the dollar difference between the position's full-time salary and the current salary of the employee performing the acting job for a period of up to six (6) months. If the employee is to remain in the acting position for a period longer than six (6) months, said employee shall receive the full-time salary for the position for the duration of the time that he is acting in said position.

## **21. ARTICLE TWENTY-ONE: FILLING OF VACANCIES**

- A. In the event of sickness, disability, suspension or other temporary unavailability of a bargaining unit employee, the Township shall not be required to consider the replacement of said employee, unless the Township determines that the staffing level has been so reduced, so as to detrimentally affect the efficient and effective operations of the department. In which case, the Township shall have the right to replace said employee in accordance with the Township's Charter, ordinances, rules and regulations and the laws of this state. To the extent possible, the Township will make best efforts to replace such employees after a six (6) month time period of sickness or unavailability, except, however, if the employee is expected to return to work at a point in time later than said six (6) month time period, this provision shall not be applicable.
  
- B. After four (4) months, the Township and Union shall meet and review the status of the unavailable employee and the open position.

## **22. ARTICLE TWENTY-TWO: HEALTH EXAMINATIONS**

The Township may require an employee to submit to a physical examination by a licensed physician at the Township's expense to determine the employee's qualifications to continue employment in his/her job assignment. An employee, so notified, shall be required to submit to an examination with a licensed physician selected by the Township.

If there is a disagreement between a Township physician and an employee's physician concerning an employee's qualifications to continue employment in his/her job assignment, the employee will be referred to Oxford POH Clinic or McLaren Health Village for evaluation by a physician who specializes in the employee's particular condition. The specialist shall then determine the employee's qualifications to continue employment in his/her job assignment.

### **23. ARTICLE TWENTY-THREE: WORKER'S COMPENSATION**

- A. Each employee will be covered by the applicable Worker's Compensation laws. The Township further agrees that an employee being eligible for Worker's Compensation will receive, if injured on the job, in addition to his Worker's Compensation income, an amount to be paid by the Township sufficient to make up the difference between Worker's Compensation and all other Employer provided insurance benefits and his regular net weekly base pay based on hours for a period of one hundred-twenty (120) calendar days. This supplement shall be paid by the Township for each distinct physical injury, even if such injury is with respect to the same bodily area, provided that the new injury is verified by a physician selected by the Township. The Township shall pay such supplement without a new injury up to one hundred-twenty (120) calendar days, if the employee has not used up the allotted one hundred-twenty (120) days for that injury, provided he continues on worker's compensation, or if an aggravation of a previous injury results in renewed Worker's Compensation benefits upon the expiration of two (2) years.
- B. The employee shall be paid only for days for which the employee receives Worker's Compensation benefits (except for payments for the first seven (7) days of absence, if the total absence on account of the compensable injury is less than fourteen (14) days). During this one hundred-twenty (120) day period, a 42 hour employee will not be entitled to any monetary benefits to which he would otherwise be entitled pursuant to Article 26. A, including, but not limited to holiday pay, which he is already receiving as a result of the one hundred-twenty (120) day supplemental period and a 56 hour employee shall not be entitled to any monetary benefits which he would otherwise be entitled pursuant to Article 26.A., which would cause him to earn more than he would have earned were he not on Worker's Compensation, and not working that day.
- C. There shall be a joint Worker's Compensation Committee consisting of the Township Supervisor or his designee, the Fire Chief or his designee, and two members of the bargaining unit. The Committee's functions shall include the review of Worker's Compensation claims, cases and appeals. All communications with the Worker's Compensation insurance carrier shall be conducted by the Township. The Committee will meet as necessary to carry out its functions. The recommendation of this Committee shall not be binding on the Township.

- D. To avoid complications with the processing of potential Workers Compensation claims, an employee injured while on duty should notify the Shift Officer and complete the required injury paperwork within seventy-two (72) hours of the end of the shift in which the injury occurred. The Union acknowledges that claims reported outside of this timeframe may cause complications in claim processing with the insurance carrier.
- E. Employees who are off work and receiving benefits pursuant to this Article are required to report to the Fire Chief the status of their Workers Compensation leave and any changes, if such changes exist, on a bi-weekly basis.

#### **24. ARTICLE TWENTY-FOUR: PENSION PLAN**

- A. The Township shall provide for employees covered under this Agreement a pension under the Michigan Municipal Employees Retirement System (MERS), which shall be at the B4 benefit level with F55 (25 years) service. Said pension plan as provided by the Township shall include the following MERS optional benefit features:
- RS 50% survivor benefit
  - D-2, duty disability feature
- B. The Township shall contribute an amount equal to 10% of the employee's gross wages in 2015, 11% of the employee's gross wages in 2016, and 12% of the employee's gross wages in 2017, as that term is defined by the Municipal Employees Retirement System or the actual contribution rate as determined by MERS, whichever is less. In no event during the life of this Agreement will the Township be responsible for contributing more than 10% in year 2015, 11% in the year of 2016, and 12% in the year 2017 of the employee's gross wages, as that term is defined by the Municipal Employment Retirement System. In the event that the cost of the Michigan Employees' Retirement System plan adopted herein exceeds the Township's contribution of the employees' gross wage per calendar year, as specified herein, the employee shall pay the additional costs by payroll deduction. The time of the above enumerated contributions, if made to the Michigan Municipal Employees Retirement System plan hereunder shall be in accordance with the provisions of said plan.

- C. The Township's contributions hereunder to the Michigan Municipal Employees Retirement System shall be forwarded to said plan based upon the terms and conditions agreed upon between the Michigan Municipal Employees Retirement System and the Township. Employees' contributions required hereunder to the Michigan Municipal Employees Retirement System shall be deducted from the employee's paycheck for each pay period.
  
- D. The Township shall allow employees to purchase up to (5) five years of general service credit from the MERS retirement system, at no expense to the Township, consistent with the MERS resolution passed by the Township Board on September 18, 2012. The purchase of up to five (5) additional years cannot be used for the purpose of reaching vesting minimums and can only be used to increase an employee's years of service, provided the employee is otherwise eligible for retirement. The purchase of years by an employee cannot be used to reach eligibility requirements for retiree health insurance.
  
- E. An employee making application for retirement in accordance with the applicable MERS retirement system rules shall make notification to the Township of their intent to retire within 10 days of the application submission. The date of retirement, once approved by MERS shall be considered to be final and not subject to change by the Township or the retiring employee.

## **25. ARTICLE TWENTY-FIVE: HEALTH AND LIFE INSURANCE**

- A. Health Insurance
  - 1. The Township shall pay the full cost for the health insurance for regular full-time employees, eligible retirees, and their families subject to the premium sharing detailed herein.
  - 2. Effective immediately upon ratification, the insurance coverage provided by the Township under this Article shall be the Community Blue 1000 PPO, the Simply Blue H.S.A 3500, and the Blue Care Network HMO Plan 2; as such coverage exists by the insurance carrier without recourse by the employer.
  - 3. The Township has the right to change health insurance plans and/or carriers and/or to self-insure so long as coverage is equal to or better than the coverage provided by this

- Article. The Township will give Union representatives thirty (30) days' notice prior to change for review of the new plan or carrier.
4. Pursuant to PA 152 of 2011, the Township has elected to apply the State hard caps for purposes of calculating the maximum total annual medical benefit plan costs provided by the Township. All full-time employees participating in Township health insurance shall be subject to the hard-cap contribution provisions.
    - a. Employees shall be responsible for the payment of any health care costs which exceed the below-referenced caps.
    - b. Employee health care contributions required by this Section shall be made by payroll deduction.
    - c. These deductions shall be taken pre-tax, per the terms and conditions of Section 125 of the Internal Revenue Service Code.
  5. Effective January 1, 2016 the Township's cost toward health insurance shall be capped at the following amounts:
    - \$16,751.23 for family
    - \$12,845.04 for two-person
    - \$6,142.11 for single
    - a. The above caps will be adjusted, as needed, to remain consistent with the Department of Treasury. Such changes will take effect in the plan year following those adjustments.
    - b. Cap amounts will be modified prior to ratification to reflect any changes made by the Department of Treasury.
  6. A health savings account (H.S.A.) shall be established for each employee and eligible retiree who elects the Simply Blue H.S.A 3500.
    - a. The H.S.A shall be an account that is administered by a banking institution.
    - b. The H.S.A. deductible shall be funded by the Township annually in an amount by which the contractual/State mandated caps exceed the cost of the health insurance plan. If the contractual/State mandated caps do not exceed the cost of the health insurance plan, there shall be no funding.
    - c. The Township's H.S.A. contributions shall be made within 45 days of the close of the open enrollment period, each year of this agreement.
    - d. An employee that is eligible for an H.S.A. account may also contribute to his/her H.S.A. via payroll deduction up to the imposed IRS limits.



7. Employees and retirees who elect the plans offered as alternates to the Simply Blue H.S.A shall not be entitled to an H.S.A funding distribution.
8. Any employee who elects for him/herself and his/her family not to be covered by the health insurance program set forth herein for the insurance year as defined by the Township shall receive for that year a sum of \$2,000.00 to be paid within 45 days of the close of the open enrollment period, which represents payment for no insurance coverage from January 1 to the following December 31st of the plan year for which open enrollment occurred. An employee electing not to be covered by said health insurance shall not be eligible for coverage for him/herself or his/her family for the insurance year in which the employee has elected no coverage with the following exceptions:
  - a. If the spouse of an employee, under whose plan the employee is covered, loses coverage.
  - b. If the employee loses coverage for circumstances out of the employee's control from a source other than the Township.

Enrollment for insurance shall be at a time determined by the health insurance carrier/administrator. The Union will be notified of any changes to the enrollment date.
9. In the event an employee re-enters the Township's health insurance plan during the middle of a plan year, as a condition for re-entry, the employee must pay back the pro-rated amount of the current year's opt-out payment prior to re-entry. For example, an employee who re-enters the plan after 6 months of the year shall return 50% of the opt-out received by the retiree for the then current plan year.

**B. Retiree Health Care**

1. An employee who retires at the age of 55 shall receive the same health care benefits as full-time employees mentioned herein. For employees who retire after January 1, 2006, the employee's spouse and dependents at the time of retirement, or in the event of the death of a spouse, a spouse to whom the employee marries in the first eighty-four (84) months immediately following the employees official retirement date, premiums shall be paid, pursuant to the plan set forth in this Article, or as that plan is amended by this or any subsequent contract, provided the employee meets the following conditions:
  - a. Has at least 20 years of service of seniority with the Township Fire Department

- b. Is age 55 or older, and
  - c. Is eligible to retire pursuant to the applicable pension plan referred to in this Agreement
2. Employees who were retired prior to the ratification of this Agreement shall have their full health care insurance premiums paid by the Township.
  3. Employees who retire on or after February 1, 2016 shall pay any amount of the annual premium over the established hard-cap, for provided health insurance, regardless of the plan, up to a maximum of two-hundred fifty dollars (\$250.00) per month.
  4. In lieu of retiree health insurance provided in paragraphs B1 and 2 above, the Township will contribute an amount equal to 3% of the base wages of all employees hired after January 1, 2016 which shall be deposited into an account for use by the employee for medical purposes allowed under the Township's Health Care Savings Program (HCSP), subject to the vesting schedule below, upon separation from employment with the Township.
    - a. Employees may contribute into the account as permitted by the Township's HCSP. The tax consequences of such contributions shall be consistent with IRS regulations. 100% of the employees' contributions are available for medical purposes allowed under the HCSP upon separation from employment.
    - b. Employer contributions shall vest according to the following schedule:
 

Following 4 years of service:	50%
Following 7 years of service:	75%
Following 10 years of service:	100%
    - c. Any employer contributions not vested upon separation from employment shall remain in the HCSP sub-trust to be used to offset future Township contributions.
    - d. Notwithstanding the above, an employee and his spouse who are eligible for health insurance at the time of retirement shall receive the same health insurance coverage as full-time employees and their spouses receive in the future or as such health insurance coverage may change.
  5. For all employees hired prior to January 1, 2016 the Township will deduct an amount equal to one percent (1%) from the base wage of the full driver engineer base wage, from all employees, which shall be placed into a Retiree Health Funding Vehicle (RHFV) administered by MERS and used to pay the cost of health insurance premiums for retiree's spouse and dependents. All funds deposited in the RHFV, as well as any

earnings shall be the property of the Township, but the funds may not be used for any other purpose than that described above.

6. In the event of a line of duty death, or an employee who retires as a result of a duty disability shall have 100% of the employee, spouse, and dependents health insurance premiums paid, pursuant to the plan set forth in this Article, or as that plan is amended by this or any subsequent contract.
7. The provisions of Sections 3 above, shall not apply when:
  - a. An employee begins working for another employer, and eligible through that employer for health care coverage.
  - b. If the spouse remarries or becomes eligible for health insurance from another source.
8. Retiree Opt-Out
  - a. An employee who retires pursuant to the provisions in this Agreement shall have the opportunity to opt-out of the health insurance plan. In the event the employee chooses to do so, he/she shall be eligible to opt-in to the health insurance plan provided for in the bargaining agreement in any plan year following his/her date of retirement. Retirees who elect to waive medical benefits will be entitled to an annual taxable cash benefit in the amount two-thousand dollars (\$2,000.00) will be paid to the retiree in accordance with the payment schedule for active employee. The taxable cash benefit provided to retirees is subject to change from year to year as the opt-out amount provided to active employees changes with negotiations.
  - b. Retirees wishing to waive medical benefits must complete a Waiver of Medical Benefits form, and submit it to Human Resources. The waiver of medical benefits shall remain in effect from coverage year to coverage to year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement.
  - c. In the event a retiree's outside insurance coverage is terminated for a reason that would permit re-entry into the Townships health insurance plan, the Township will endeavor to enroll the retiree and if applicable, the retiree's spouse in a Township sponsored medical benefits plan at the earlier possible date allowed by the chosen insurance carrier.
  - d. Employees must notify the Township within thirty (30) days of a status change which would affect a retiree's eligibility or benefit under this section.

- e. In the event a retiree re-enters the Township's health insurance plan during the middle of a plan year, as a condition for re-entry the retiree must pay back the pro-rated amount of the current year's opt-out payment prior to re-entry. For example, a retiree who re-enters the plan after 6 months of the year shall return 50% of the opt-out received by the retiree for the then current plan year.
  - 9. It is agreed that subsequent to the ratification of this agreement the parties will meet and discuss a change in the insurance coverage for Medicare eligible retirees. Notwithstanding the above, the Union agrees that following discussions between the parties, the Township has the right to change Medicare eligible retirees to an insurance plan other than the retirees plan specified herein or to offer a payment to Medicare eligible retirees in lieu of medical coverage.
- C. The Township shall provide, as a rider, BC/BS Traditional Plus Dental Coverage Plan 3.
- D. The Township shall provide, as a rider, BC/BS VSP 24-24-24.
- 1. Those full-time Fire Fighters whose eyeglasses have been broken on the job or in the line of duty shall be provided a like replacement at the Township's expense, provided the replacement cost is verified by submission of a paid bill for the cost of said replacement and the cost feature of the frame and lenses replaced provided no enhancements shall be allowed.
- E. Employees shall receive a term life insurance policy in the amount of \$30,000, including at the employee's expense, the option to purchase above that.
- F. Changes Outside of the Open Enrollment Period
- 1. An employee whose status changes due to a qualifying event must complete the required change of status form and submit to Human Resources within 30 days of the qualifying event.
    - a. The employee's plan will be updated to the appropriate status in accordance with the timing allowed by the insurance carrier.
    - b. The employee, if covered under the Simply Blue H.S.A. 3500, will have an additional deposit to his/her H.S.A. account that is equal to the dollar difference between the deposit they received for that calendar year for the level of coverage

at the time of enrollment and the amount provided for their new level of coverage, provided the change of status occurs prior to December 1 of that plan year.

2. Employees who are hired outside of the open enrollment period shall be allowed to enroll in the Township's insurance programs. Employees who are hired after October 1<sup>st</sup> of the calendar year shall not be eligible for the Simply Blue H.S.A. for the remainder of that plan year.

## **26. ARTICLE TWENTY-SIX: SICK LEAVE**

- A. All 56 hour employees shall be entitled to a maximum of ten (10) sick days per year. All 42 hour employees shall be entitled to a maximum of twelve (12) sick days per year. An employee may use sick leave for his own illness, or for the illness of a spouse, child, or for absences related to the birth of the employee's child. In extenuating circumstances and with prior notice, the use of sick leave for other reasons may be granted at the discretion of the Fire Chief.
- B. In extenuating circumstances, and with approval of the Fire Chief, sick days for 56 hour employees may be taken in less than 24 hour increments, provided that no employee shall utilize any portion of a sick day in an increment of less than 4 hours, and provided further that once an employee calls in sick or leaves sick, the employee will be considered to be utilizing a sick day or a portion of a sick day for the remainder of the day and shall not return.
- C. Forty-two (42) hour employees will be required to provide a written statement from a physician upon return to work after a third consecutive work day of illness, and fifty-six (56) hour employees will be required to provide a written statement from a physician upon return to work after the second consecutive work day of illness indicating on a form prepared by the Township that the employee was sick or that it was reasonable to believe the employee was sick, to be eligible for a paid sick day for all days taken. For any day the employees was paid, but for which he was unable to substantiate the absence, the Township will deduct paid day(s) during the following pay period. After an employee has been absent for three (3) consecutive days or more, the employee shall provide to the Fire

Chief a written statement from a physician as to the ability to perform his required duties before return to duty.

- D. If a sick day occurs on the day before or after an annual leave period, the employee must present a physician's statement to the Township upon his/her return.
- E. All employees will receive 100% buyout of all remaining sick time on their anniversary date, pursuant to the schedule below. Each time an employee uses twenty-four (24) hours of sick time (10.5 hours for 42 hour employees); the buyout rate upon their anniversary for all sick days shall be reduced in accordance with the following chart(s).

<u>56 Hour Employees</u>		<u>42 Hour Employees</u>	
Days	Percentage	Days	Percentage
10	100%	12	100%
9	87.5%	11	90%
8	75%	10	80%
7	62.5%	9	70%
6	50%	8	60%
5	37.5%	7	50%
4	25%	6	40%
3	12.5%	5	30%
1-2	0%	4	20%
		3	10%
		1-2	0%

- F. Employees shall be entitled to bank up to 10 sick days per year. At no time shall the employees be permitted to have more than 30 days in their sick leave bank. Banked sick leave shall only be used for purposes of supplementing while on an approved disability leave or an approved FMLA leave. Banked sick time may also be used to supplement an employee while on an approved Workers Compensation Leave, once the leave exceeds the 120 day Township supplementation timeframe. At no time can an employee on a disability or Workers Compensation claim utilize banked sick time to a level that causes their income to exceed their normal working income.

- G. Upon separation or retirement, employees shall be entitled to a cash out of banked sick time equal to 50% of all hours in their sick leave bank.
- H. Upon retirement, termination, or resignation, employees will be permitted to cash out remaining sick hours on a pro-rated basis based upon a monthly proration. Employees who leave the department by way of retirement will have their initial annual sick banks prorated by 1/12 per month remaining in their current anniversary year. Any amount that remains in their bank after annual leave use and proration will be paid to the employee at their current straight time rate on their final pay period.

## **27. ARTICLE TWENTY-SEVEN: LEAVES**

### A. Disability Leave

1. The Township will provide to seniority employees a disability insurance plan which shall pay in accordance with an insurance carrier policy or self-insurance that the Township may select in its own discretion from the eighth (8th) day of injury or illness until age sixty-five (65) as limited by the plan, sixty percent (60%) of the employee's base salary up to a maximum four thousand (\$4,000.00) dollars per month less other income as detailed in the disability insurance plan, including, but not limited to, workers compensation benefits and disability retirement benefits. If an employee retires while on disability, this provision shall no longer apply.
2. The individualized premium cost for the disability plan will be added to the employee's gross taxable wages in accordance with IRS regulations.
3. Notwithstanding Section 1 above, an employee who receives disability pay for one (1) consecutive year shall no longer be entitled to disability insurance unless the employee applies for, and is denied, through no fault of the employee, a disability retirement from the Michigan Municipal Employees Retirement System (MERS). To continue receiving disability benefits after one (1) year, the employee must have initiated the application process no later than 8 months after the first date of disability and the employee must produce all requested documents to MERS in a timely fashion. Employees whose application is accepted by MERS will continue to receive disability benefits through the effective date of the MERS disability retirement.

4. Employees will not be entitled to benefits during any period of disability except as provided in Section 5, below.
5. While on disability leave employees will be entitled to the following benefits:
  - a. Employees with less than five (5) years of service shall receive Blue Cross coverage paid for by the Township only during the six (6) insurance months following the month during which the disability leave begins. Employees having five (5) years or more of service shall receive Blue Cross coverage paid for by the Township only during the twelve (12) insurance months following the month during which the disability leave begins. Employees may continue in the Township's group life insurance beyond the above time-limits, subject to approval of the insurance company, only by prepaying on a monthly basis the premium thereof unless such payment is waived by the insurance company.
  - b. Employees will not earn or accrue Holiday pay while on disability leave. Notwithstanding the above, employees on disability at the time Holiday Pay is paid (last paycheck in November) shall be paid for all Holidays that occurred between the date of the previous year's Holiday pay and the date that the employee began the disability leave.
  - c. Employees shall continue to earn seniority for all purposes under the Agreement.
6. Employees on a Limited Duty Assignment pursuant to Article Thirty-Eight shall not be considered to be on disability leave for purposes of this Agreement.
7. All benefits under this provision shall cease upon termination of employment with the Township.

B. Unpaid Leaves of Absence for Seniority Employees:

1. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA): The Township agrees to comply with the Family and Medical Leave Act of 1993.
2. Leaves for purposes other than the FMLA may be granted, under the Township's leave of absence policies and procedures as set forth below:
  - a. Upon sixty (60) days written prior notice to the Supervisor, leaves of absence for specific reasonable periods not to exceed two (2) years shall be granted without pay and without loss of seniority to employees who have been continuously employed by the Township for three (3) years or more upon application to the Supervisor for:
  - b. Service in any full-time elected position, public or union;



- c. Illness or injury provided that the employee shall return to work when medically able;
    - d. Child care for the care of an infant;
    - e. The Township Supervisor or the Supervisor's designee may grant leaves for other justifiable reasons upon request of an employee.
  - 3. Requests for leaves with less than sixty (60) days advance notice may be granted at the discretion of the Supervisor.
  - 4. An employee who is granted an unpaid leave of absence and who becomes employed by another employer shall be considered a "quit" and shall lose all seniority rights except for one term of a full-time elected political or union office.
  - 5. The employee granted a leave shall return to work as provided for in Article Eleven Paragraph 5 or shall be considered a "quit."
  - 6. Employees shall not accumulate seniority while on a leave of absence.
- C. Funeral Leave: An employee shall be allowed up to three (3) paid working days within the first five calendar days from the date of death for actual time lost as may be required as funeral leave days, for a death in the immediate family. The "immediate family" is designated as: mother, father, spouse, son or daughter, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepmother, stepfather, stepchildren, grandparents, grandparents-in-law and grandchildren. These days shall not be available if the employee is on any other authorized leave. In exceptional circumstances, the Fire Chief, within his discretion, may make exceptions as to timing of the use of the funeral leave days.
- D. Jury Duty: The Township shall grant an employee leave of absence for service on jury duty and shall pay to the employee his regular amount of net pay, provided that the employee shall be required to endorse and pay over to the Township any funds received from the court for serving on jury duty.
- E. Military Leave:
- 1. Reinstatement: Any employee, who successfully completed probation and who enters into active service in the armed forces of the United States for up to one term of enlistment or draft, upon termination of military service under honorable conditions, shall be offered re-employment in his previous position or a position of like seniority,

status and pay, unless circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing, at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization, continuing after discharge for not more than two (2) years.

2. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period upon his return; provided, however, that this provision shall only apply to one (1) term of service.
  3. Except as herein before provided in this Article, the re-employment rights of veterans will be limited by applicable laws and regulations.
  4. Employees who are in a branch of the Armed Forces Reserves, or National Guard, who are called to duty and away from full-time employment from the Township during said service, shall be paid fifty (50%) percent of the difference between the amount paid the employee by the Reserves or National Guard for said service and the employee's regular amount of net base pay for scheduled time lost as a result of said service; provided, however, the liability for the payments set forth herein shall be limited to two (2) weeks per year.
  5. Employees, upon completing military service, shall have added seniority equal to the time spent in military service limited to one (1) term of service.
  6. An employee, who has been granted a leave pursuant to this provision, shall only be entitled to those benefits provided herein, except that the Township, in its sole discretion, may grant additional benefits at an employee's request, based upon the particular circumstances of the request.
- F. Court Appearances: Employees called back for court appearances on a scheduled day off shall be paid a minimum of three (3) hours provided the case is job related and documentation is presented to the Fire Chief. Subpoena fees paid to the employee shall be paid to the Township or offset in employee's wages.

## **28. ARTICLE TWENTY-EIGHT: ANNUAL LEAVE TIME**

A. Employees on a and forty-two (42) hour per week schedule shall be entitled to annual paid leave time in accordance with the following schedule:

- During the first year of employment                      One (1) working day
- After one year    Twelve (12) working days
- After six years    Eighteen (18) working days
- After fourteen years    Twenty (20) working days
- After twenty years    Twenty-three (23) working days
- Each additional year    One (1) day to a maximum of  
Twenty-eight (28) working days
- After thirty years    Twenty-nine (29) working days

B. Employees on a fifty-six (56) hour per week schedule shall be entitled to annual paid leave time in accordance with the following schedule:

- During the first year of employment                      One (1) working day
- After one year    Seven (7) working days
- After six years    Ten (10) working days
- After fourteen years    Eleven (11) working days
- After seventeen years    Twelve (12) working days
- After twenty years    Thirteen (13) working days
- After thirty years    Fourteen (14) working days

C. Annual leave time must be taken in the year following the year earned. Annual leave time will be based on the employee's department seniority date. Only five (5) unused annual leave days for 56 hour employees and only ten (10) unused annual leave days for 42 hour employees will be paid to the employee at his straight base rate on the basis of a normal work day, provided, however, in extraordinary circumstances within the Department whereby, with the Chief's approval, the employee is required not to take his scheduled annual leave, then, and only with the Chief's approval, more than five unused annual leave days will be paid to 56 hour employees per year and more than ten unused annual leave days will be paid to 42 hour employees per year. Employees will, while on annual leave, receive credit for any benefits provided in this Agreement.

- D. An employee on leave and collecting benefits pursuant to Article 26 shall in no circumstances be entitled to more than ten (10) days of paid annual leave per year.
- E. When a holiday is observed by the employee during the scheduled annual leave, he shall receive his holiday pay.
- F. If an employee becomes ill and is under the care of a duly licensed physician during the scheduled annual leave, the annual leave may be rescheduled and the sick leave article will be applicable if the employee notifies the Fire Chief of the illness immediately and supports the illness with a written doctor's statement.
- G. There shall be two annual leave periods per calendar year for 56 hour employees.
- Period 1: January 1 – June 30
  - Period 2: July 1 – December 31
1. Requests for Period 1 shall be submitted by November 15 of the previous calendar year. Employees will be notified by December 1<sup>st</sup> of the status of their request, either approved or denied.
  2. Requests for period 2 shall be submitted by May 15 of the calendar year. Employees will be notified by June 1<sup>st</sup> of the status of their request, either approved or denied.
  3. Requests received prior to the submission deadline will be approved in accordance with Fire Department policy. If the number of annual leave requests for any particular day received prior to the submission deadline exceeds the number of personnel allowed on annual leave by department policy, department seniority shall determine which requests will be approved or denied.
  4. Employees may submit written requests for annual leave time in any period after the submission deadline with the understanding that the request may be denied if the approval of said request will cause more personnel to be on annual leave than allowed by department policy.
  5. For the purposes of approving or denying annual leave requests, vacancies due to a(n) employee(s) on workers compensation or disability leave will be considered to be the cause for the overtime required, not the annual leave request.
- H. Using Annual Leave in increments less than an employee's full shift
1. 56 hour employees may request annual leave in the following hour increments:
    - 6 hours

- 12 hours
  - 2. 42 hour employees may request annual leave in the following increments
    - 2.5 hours
    - 5 hours
  - 3. Requests for annual leave in increments of less than 24 hours will only be considered after the annual leave request submission date for each annual leave period.
  - 4. Requests for annual leave in increments of less than 24 hours will be denied, if at the time of request will cause overtime to be required.
- I. Emergency Leave
- 1. 56 hour employees shall be permitted three occurrences of emergency leave each calendar year.
  - 2. Annual leave used for emergency purposes may be used in increments of six (6), twelve (12), or twenty-four (24) hours.
  - 3. Requests emergency leave shall be awarded without consideration for the need for overtime.
- J. Annual leave days are credited on the first day following the year earned that coincides with the employee's anniversary date.

## **29. ARTICLE TWENTY-NINE: HOLIDAY PAY**

- A. The following days shall be recognized and observed as paid holidays:
- 1. New Year's Day
  - 2. Good Friday
  - 3. Easter
  - 4. Memorial Day
  - 5. Independence Day
  - 6. Labor Day
  - 7. Veteran's Day
  - 8. Thanksgiving Day
  - 9. Day after Thanksgiving
  - 10. Christmas Eve Day
  - 11. Christmas Day
  - 12. New Year's Eve
- B. All forty-two (42) hour per week employees shall receive 10.5 hours for each of the holidays listed above on which they perform no work. Whenever any of the holidays fall

on a Saturday or Sunday, the regular working day immediately preceding, or following day shall be observed as the holiday.

- C. Approved annual leave shall not prevent an employee from receiving holiday pay, and the use of a sick day will not prevent an employee from receiving holiday pay provided the employee presents the Township with a doctor's note dated on the day of the sick day which indicates that the employee was unable to work.
  
- D. All fifty-six (56) hour per week employees shall receive \$100 holiday pay for each of the above-mentioned holidays. In addition, the person who begins the work shift at 0800 hours on the day of the holiday, including any forty-two (42) hour employee who is working a 24 hour shift, shall receive an additional two hundred (\$200.00) dollars. Any such employee who works less than a full day, shall receive a pro-rated portion of the two hundred (\$200.00) dollars. Employees shall be paid all holiday pay, not including the \$200.00 payment (or pro-rated amount), in one separate check to be paid with the last paycheck in November.

**30. ARTICLE THIRTY: SALARY SCHEDULE**

- A. On January 1, 2015, and pursuant to a LOU, employee base pay for each rank specified below was increased by two percent (2%).

	<u>Adjusted Wage</u>
Firefighter (Year 1)	\$40,635.15
Firefighter (Year 2)	\$42,892.66
Driver/Engineer (Year 1)	\$45,150.17
Driver/Engineer (Year 2)	\$48,160.18
Driver/Engineer (Year 3)	\$51,170.20
Driver/Engineer (Year 4)	\$54,180.21
Driver/Engineer (Year 5)	\$57,190.22
Driver/Engineer (Full Pay)	\$60,200.23
Lieutenant	\$62,239.77
Staff Lieutenant	\$62,239.77
Shift Captain	\$67,618.78
Staff Captain	\$67,618.78

B. Wages

	2% <u>01/01/2015</u>	2% <u>01/01/2016</u>	2% <u>01/01/2017</u>
Firefighter (Year 1)	\$41,447.85	\$42,276.81	\$43,122.35
Firefighter (Year 2)	\$43,750.51	\$44,625.52	\$45,518.03
Driver/Engineer (Year 1)	\$46,053.17	\$46,974.23	\$47,913.72
Driver/Engineer (Year 2)	\$49,123.38	\$50,105.85	\$51,107.97
Driver/Engineer (Year 3)	\$52,193.60	\$53,237.47	\$54,302.22
Driver/Engineer (Year 4)	\$55,263.81	\$56,369.09	\$57,496.47
Driver/Engineer (Year 5)	\$58,334.02	\$59,500.70	\$60,690.72
Driver/Engineer (Full Pay)	\$61,404.23	\$62,632.32	\$63,884.96
Lieutenant	\$63,484.56	\$64,754.25	\$66,049.34
Staff Lieutenant	\$63,484.56	\$64,754.25	\$66,049.34
Shift Captain	\$68,971.15	\$70,350.58	\$71,757.59
Staff Captain	\$68,971.15	\$70,350.58	\$71,757.59

**31. ARTICLE THIRTY-ONE: FOOD ALLOWANCE**

A flat payment of \$720.00 in food allowance will be paid annually to all fifty-six (56) and forty-two (42) hour per week employees. The money will be held in arrears with one-half of the total amount paid on the second pay of the month of September and the other half of the total amount paid on the second pay of March each year. Employees who actually work less than fifty percent (50%) of the days in a particular six (6) month period shall have their food allowance pro-rated based on the percentage of days actually worked. In addition, Local 2629 shall receive payment of three hundred fifty dollars (\$350.00) on each of the two Food allowance disbursements (for a total of seven hundred dollars annually) to be used for household kitchen items.

**32. ARTICLE THIRTY-TWO: EMERGENCY MEDICAL SERVICE**

- A. Except as otherwise provided herein, all decisions relating to the implementation and maintenance of the Advanced Life Support (ALS) program, including, but not limited to, staffing, use of equipment and assignments, shall be within the sole discretion of the Township.

- B. While the Township presently intends to maintain the ALS program, the Township reserves the right to terminate the ALS program at any time in its sole and exclusive discretion. In the event that the ALS program is terminated, any requirements for employees to maintain their Paramedic license, pursuant to this agreement, will cease.
- C. All employees of the Operations division of the Fire Department, except those two (2) employees listed in paragraph D, and those three (3) employees who may hereafter elect to opt out pursuant to paragraph H, as a condition of employment, shall be required to have and maintain a valid Paramedic license and participate in the ALS program, a valid Michigan driver's license, as well as state certification in Firefighter I and Firefighter II, and an Advanced Cardiac Life Support card. The requirement for employees to maintain a valid Paramedic license and ACLS card, and to participate in the ALS program shall not apply to those two (2) employees who have elected not to obtain such licensure, unless they subsequently obtain such license, if ever, and shall not apply to any employee who has hereafter opted out pursuant to Paragraph H. Any employee, who fails to maintain a valid Paramedic license, may be removed from the department. For the purposes of this Agreement it is the intent of the parties that the word "participate" applies not only to those assigned to the Paramedic Unit, but also to those who may be called upon to perform Paramedic services by virtue of their standing within the department and, if so called upon, are willing and able to perform.
- D. If Jack Bailey and Robert A. Doran II, who have elected to not obtain a Paramedic License, shall ever obtain such licensure, they will be required to maintain such licensure as a condition of continued employment.
- E. Subject to basic qualification and experience level, the Fire Chief or his designee shall make efforts to ensure that Paramedic assignments are equalized among the participating members of the department. Notwithstanding the above, the Township reserves the right to remove any employee from performing ALS services if the Township, in its sole discretion, determines that the employee is not performing up to expectations as a Paramedic. In the event of the removal of such an employee, the employee shall be entitled to a hearing before a peer review panel composed of the Fire Chief or his designee, the EMS Coordinator, the local PMD, a member of rank and position equal to that of the employee in question, the Senior Paramedic on the employee's assigned shift,



and a representative of the Union. The purpose of such panel is to determine whether a problem with the employee's performance exists and to decide upon a suitable remedy. The Township agrees to participate in developing policies and procedures to be followed by the panel. Members of the department hired after January 1, 2002 who are deemed to be permanently unfit to perform Paramedic services shall be removed from the Fire Department. Members of the department who were hired prior to January 1, 2002 who are deemed to be permanently unfit to perform Paramedic services shall be able to continue their employment as Driver Engineer as long as they are able to perform those duties. Either party to this Agreement may appeal a decision as to whether or not an employee is permanently unfit to perform Paramedic services directly to arbitration under the procedures set forth in this agreement.

- F. Irrespective of how much of an employee's time is spent assigned or performing in any capacity in a Paramedic unit, any employee of the Operations Division and the EMS Coordinator, who maintain a Paramedic license, and who is participating in the ALS program shall receive a stipend equal to seven (7%) percent of the current Driver Engineer base wage rounded to the nearest dollar paid in 26 payments.
- G. No employee shall be entitled to the ALS stipend while on leave except that an employee shall continue to receive the stipend for annual leave and sick days, to the extent the employee has sick days pursuant to this Agreement, and for a period of 120 days if the employee suffers a work related injury.
- H. Greg Brandt, Christopher Norberg, and Philip Williams who possessed a Paramedic license prior to the implementation of the ALS program in this Department, unless the person now serves or hereafter is serving as the EMS Coordinator, may opt out of the ALS program at any time as long as opting out would not adversely affect the operation of the ALS program as determined by the Township.
- I. Donald Herbert, Thomas McDonald, Ronald R. Pursley and David Stover may opt out of the ALS program upon the expiration of six (6) years from the date of their first license, as long as such opting out would not adversely affect the operation of the ALS program as determined by the Township.

### **33. ARTICLE THIRTY-THREE: TUITION REIMBURSEMENT**

- A. The Township shall reimburse all Fire Department employees the cost of tuition for classes and/or schools that an employee attends for a job-related course, or any class that is taken towards a fire or EMS related Associates or Bachelor's degree, provided that the employee completes this course with a passing grade. Enrollment into a College/University program shall be mutually agreed upon by Union and the Fire Chief or, in his absence, the Supervisor prior to the start of the class. Employees will not be paid for their time in the class, and overtime is not utilized to provide the employee time off to attend the class.
- B. If the employee voluntarily terminates employment with the Township within one (1) year of the date the tuition payment was made, reimbursement for this payment shall be deducted from the employee's final check, except for tuition required for certification classes.
- C. At no time will more than three employees be approved for tuition reimbursement in a calendar year, and the three shall be determined in order in which the requests were received and approved.

### **34. ARTICLE THIRTY-FOUR: LEGAL PROTECTION**

- A. Whenever any civil action is commenced against the employee alleging negligence or other actionable conduct, if the employee was in the course and scope of his/her employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Township shall, at its option, either pay for or engage and furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action. The Township shall also indemnify an employee for the payment of any judgment, settlement, reasonable attorneys' fees or court costs where the employee is found to have committed negligence or any other actionable conduct, except an intentional tort, in accordance with the foregoing provisions. Nothing in this Article shall require the reimbursement of any employee or insurer for legal services or indemnification to which the employee is entitled pursuant to any policy of insurance.

- B. The Township shall also indemnify an employee for the payment of any judgment, settlement, reasonable attorney fees or court costs where the employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his/her necessary duties and functions and was carried out pursuant to a direct order of his/her supervisor, and was conduct required by the direct order, or was conduct in keeping with the well-established and approved past practices of the Department.
  
- C. No such legal services or indemnification shall be required in connection with prosecution of a criminal suit against an employee, provided, however, if the Township, in its discretion, determines that the employee, while acting in the course and scope of employment, was:
  - 1. Falsely or wrongly accused of a crime; and
  - 2. That the criminal charges against the employee were withdrawn dismissed or the employee was otherwise acquitted.

The Township shall then decide if there shall be indemnification costs and reasonable attorney fees to the employee. The Township shall not unreasonably withhold a decision to indemnify. A challenge to the Township's determination not to indemnify or provide legal services shall include consideration whether the employee's actions were in violation of the Township or the Fire Department's policies, rules or regulations.

### **35. ARTICLE THRITY-FIVE: OVERTIME**

- A. Overtime is authorized time worked in excess of twenty-four (24) hours for 56 hour employees or 42 hours in a workweek for 42 hour employees. Employees called back outside their regular hours shall be paid for the total time worked with a minimum of one (1) hour. Such pay shall be discontinued at the beginning of a regular work day. Where possible, overtime shall be evenly distributed among employees of the Department. Overtime resulting from activities outside of scheduled shift hours shall not count toward equalization.
  
- B. Overtime shall be compensated at the rate of time and one-half of the employee's hourly rates based on his annual base salary.

- C. Full-time employees responding to an alarm, while off duty, will be paid pursuant to the provisions of the Fair Labor Standards Act, but will be considered a full-time employee for other purposes.
- D. The union acknowledges that the scheduling of part-time personnel may be necessary in order to cover vacancies due to scheduled or unscheduled leaves, or other vacancies in the Operations Division.

### **36. ARTICLE THIRTY-SIX: PAY FOR ATTENDING CLASSES**

- A. All classes must be approved by the Fire Chief, in his sole discretion, to entitle employees for pay under paragraphs B and C below.
- B. When an employee is directed to attend training classes, the Township will pay for the cost of the class and pay for the employee's time actually spent attending the class. If the class is on the employee's regular shift, the employee will be paid his entire shift pay and will work the hours of his shift prior to and after the class.
- C. When an employee voluntarily attends training classes, the Township will pay for the cost of the class and will pay for the employee's time actually spent attending the class if the class is during their regular shift, provided the class is approved by the Fire Chief, and the employee works the hours of his shift prior to and after the class. The Township will not pay employees for time spent in class outside their regular shift.
- D. This policy shall apply to all future applications of this issue, and nothing which has occurred in the past shall have any precedential effect on future applications.
- E. In such cases where the employee must travel to a location outside of Independence Township for an approved training event, the Fire Department travel policy will apply.

### **37. ARTICLE THIRTY-SEVEN: SPECIAL TEAMS**

- A. Employees who apply for, and are approved by the Fire Chief, to participate as a member on one of the Fire Department Special Teams shall receive an annual stipend of five hundred dollars (\$500.00), to be paid annually in December. This stipend shall be provided to the approved employees in advance for their agreed participation with a specified Special Team for the upcoming year. All applications for acceptance to a Special Team position, as well as any letters of agreement to continue participation on a Special Team, must be completed and received by the Fire Chief prior to December 1 of each year for consideration in the upcoming year Team selection. The Special Team selection process shall take place during the month of December each year. A member of the department may apply for participation with more than one Special Team, but cannot receive more than one stipend.
- B. For the purposes of this article the following teams shall be considered a special team:
- Hazardous Materials Team
  - Technical Rescue Team
  - Fire Investigations
  - Communications Support Team
  - Incident Management Team
- C. The Fire Chief may also authorize up to forty hours of overtime each year in support of each team member for specialized training courses.
1. Members of the special teams shall receive overtime pay for attending the scheduled team trainings as approved by the Fire Chief.
  2. An employee requesting overtime in accordance with this provision must include their request with the appropriate conference/seminar request form.
  3. The Fire Chief shall have the sole discretion to approve or deny requests for special team overtime.
- D. Employees who wish to participate in a special team shall make application to the Fire Chief. The Fire Chief shall have the sole discretion in selection of team members.

Employees who are selected to participate in a special team agree to receive wireless device notification of incidents, training, or other pertinent information while off duty as a condition of their

continued participation. Any carrier and/or equipment costs associated with receiving electronic notifications shall be the sole responsibility of the employee.

### **38. ARTICLE THIRTY-EIGHT: LIMITED DUTY ASSIGNMENTS**

- A. Fire Department employees that cannot perform their full job duties due to a duty or non-duty illness or injury may be assigned to a limited duty position in the Fire Department for a period not to exceed 12 months.
  - 1. Employees may submit a request to the Fire Chief to be assigned to a limited duty position. The employee must provide supporting documentation from their physician detailing their medical limitations.
  - 2. Employees on disability or workers compensation for more than (30) thirty days may be required by the Township to return to work in a limited duty assignment. The employee shall be required to be evaluated by a department physician to determine their medical limitations.
  - 3. Employees compelled by the Township to accept a limited duty assignment must be medically capable of driving themselves to work safely.
  - 4. Any employee assigned to limited duty assignment may be required to see a department physician to confirm a medical necessity for light duty assignment continues to exist. These medical appointments shall occur on duty.
  
- B. Employees assigned to a limited duty assignment will continue to work their normal schedule.
  - 1. Employees assigned to a 24 hour shift will continue to work their normal shift schedule, but their hours shall be modified to 0800-2000 each day. Employees shall not suffer a loss of pay or benefits due to this modification.
  - 2. If needed, the Fire Chief may reassign 24 hour shift employees to another platoon.
  - 3. Employees may request to have their work hours modified for medical reasons, or to accommodate medical appointments.
  
- C. The Township may limit the number of employees on limited duty to three (3). However, the Fire Chief can exercise his discretion as to the number of employees on limited duty at any one time.

The Township may, but not obligated, to utilize an employee on limited duty for overtime assignments.

### **39. ARTICLE THIRTY-NINE: ALCOHOL AND DRUG POLICY**

#### **A. PURPOSE OF POLICY**

1. To establish and maintain a safe, healthy working environment for all employees.
2. To insure the reputation of the Independence Township Fire Department and its firefighters as good, responsible citizens worthy of public trust.
3. To prevent the incidents of accidental injury to persons or property.
4. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

#### **B. APPLICABILITY**

1. This policy applies to all bargaining unit employees.
2. This policy applies to off-site lunch periods, breaks, or any other authorized leave when employees are scheduled to return to work.

#### **C. DEFINITIONS**

1. Alcohol:  
Any intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.
2. Illegal Drugs (including but not limited to):  
Any substance, including a controlled dangerous substance, taken into the body, which may impair one's mental faculties, changes one's mood and/or impairs one's physical performance that are:
  - a. Prohibited by law;
  - b. Obtained without a lawful prescription;
  - c. Used on or off duty in a manner or for a purpose other than what was lawfully prescribed.
3. Legal Drugs:

- a. The appropriate use of legally prescribed drugs and legal non-prescription medication is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected or medication which may cause drowsiness or prohibits the operation of machinery must be reported to the Fire Chief, Shift Captain or immediate supervisor.
- b. A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization. The misuse or abuse of legal drugs while performing department business is prohibited and considered in violation of this policy.

4. Reasonable Suspicion:

The good faith belief based on specific facts or evidence that an employee may have violated this policy on substance abuse and which may be based on, but not limited to supervisory observation of behavior by the employee which demonstrates that the employee may be unable to perform his/her job satisfactorily or which may pose a threat to safety or health.

Such behavior may include mental confusion, slurred speech, the smell of alcohol or marijuana, unusually slow reflexes, unusual appearance of eyes or skin or other symptoms of drug or alcohol; physical evidence of drug or alcohol use by the employee while on duty; verifiable deterioration of the employees job performance that is likely to be attributable to substance abuse by the employee. Where reasonable suspicion exists, the Department may investigate any and all personal property that is present on Department property.

5. Positive Test-Alcohol (Under the Influence of Alcohol):

Any result performed by a certified Breath Alcohol Technician (BAT) using an Evidential Breath Tester (EBT) that indicates on the confirmation test a Breath Alcohol Concentration (BAC) of greater than 0.020.

6. Positive Test-Drugs (Under the Influence):

Any test result confirmed by a Department of Health and Human Services (DHHS) certified laboratory where the drug concentration is indicated to be greater than the DHHS cut-off level.



7. Refusal to Submit (to an alcohol or controlled substance test):
  - a. Fails to provide adequate breath for alcohol testing without a valid medical explanation, after he or she has received notice of the requirement for breath testing in accordance with this policy;
  - b. Fails to provide adequate urine for controlled substances testing without a valid medical explanation, after he or she has received notice of the requirement for urine testing in accordance with this policy;
  - c. Engages in conduct that clearly obstructs any part of the testing process including, but not limited to, verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct test, attempts to alter, tamper with, contaminate or substitute the required sample.

8. Quarters:

Any premises where Apparatus or other department vehicles are housed, serviced or repaired, and/or where employees are assigned or detailed for duty. This shall include all Fire Department buildings and equipment.

9. Department Property:

Includes, but is not limited to, all property (e.g., buildings, parking lots, vehicles, employee assigned lockers) owned, or leased, or used by the Township.

10. Use:

Any ingestion, inhalation or injection of an alcoholic beverage, illegal drug or prescribed drug.

11. Possession:

The presence of an alcoholic beverage, illegal drug or prescribed drug on the bargaining unit employee or placed on Township property by such employee or on any personal property of the bargaining unit employee or in the control of said employee.

#### D. PROHIBITED CONDUCT

The following conduct by employees is strictly prohibited:

1. Use, possession, sale or delivery of any illegal drug while on or off duty.
2. Unauthorized possession on duty, in quarters, Department facilities, or Department vehicles of any drug paraphernalia used to administer narcotics or barbiturates,

derivatives and/or alcohol, i.e., needle, roach clips, pipes, bong, rolling papers, flasks, etc.

3. Abuse or illegal use of prescription drugs.
4. Any uses of alcohol that may render the employee unfit to perform his/her job duties.
5. Refusal to submit to any substance test ordered to be performed in connection with this policy.
6. Use of any over-the-counter drug, in cases where such use impairs job performance.

#### E. TESTING PROCEDURES

##### Testing of Employees:

Testing shall be conducted in a manner to ensure the highest degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS). An initial drug screen will be conducted on each urine specimen. For those that are positive, a confirmation test will be performed. An initial alcohol test will be administered; if the alcohol concentration level is higher than 0.020 BAC, a confirmation test will be performed.

All tests will be arranged through a clinic designated by the Township.

##### 1. Probationary New Hires

- a. A substance test will be administered as part of the medical examination.
- b. Probationary New Hire shall be discharged under the following circumstances:
  - i. Refusal to submit to a required substance test; or
  - ii. Positive test indicating conduct prohibited by this policy.

##### 2. All Non-Probationary Employees

The Township Supervisor or Fire Chief shall authorize testing for the presence of controlled substances and/or alcohol in the following situations:

- a. Before reinstatement to active status following any disciplinary leave without pay or suspension that was related to alcohol, or illegal drug use or possession; or conviction related to alcohol use or illegal drugs possession;
- b. When the driver of any Department Apparatus vehicle or equipment is involved in an accident where there is a fatality, or someone is injured, or if the employee cannot be ruled out as a contributor to the accident.

- c. Where physical symptoms or conduct are found that gives rise to reasonable suspicion of use of an illegal drug; abuse of a prescription drug; possession, sale, or delivery (while on duty, in quarters, or on Department property), of an illegal drug or alcoholic beverage; or use of alcohol in violation of this policy.
  - d. When an employee has been arrested on or off duty for possession, sale, delivery or use of an illegal drug.
3. Random Testing Process
- Random drug and alcohol tests shall be unscheduled, and the occurrence of such tests shall be reasonably spread throughout the year. Monthly testing rates shall not exceed ten (10%) percent of the total number of full-time fire department employees covered by this agreement.
- a. The selection of employees for random testing shall be determined by an objective blind-draw method using the last four (4) digits of the employee's social security number. The pool of employees to be selected from shall include only on-duty employees.
  - b. Employees who have been selected through the random process shall be notified through the on-duty shift commander and shall report as soon as possible to the testing site.
  - c. The testing site to be used shall be mutually agreed upon in advance between the Township and the Union.
4. Test Procedures
- a. A request to provide blood, urine, or a breath is an order. Employees subject to testing must report on the date and time determined by the Department and:
    - i. Must cooperate fully in the completion of all phases of medical examinations, including provision of blood, urine specimens, and/or sufficient breath for the breathalyzer, and must follow any instructions given by a superior officer or supervisor, medical and testing personnel, or collection site personnel.
    - ii. Failure to provide a urine specimen, and/or sufficient breath for the breathalyzer will be treated as a refusal to obey an order to provide a specimen and/or breathe.
    - iii. There will be no acceptance of independent drug or alcohol testing results.

## E. CHALLENGES- EMPLOYEE REQUIRED TESTING

An employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a different testing DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing and testing the split sample will be consistent with the procedures set forth by the DHHS. Any request for a test of a split sample must be made by the employee to the Township Supervisor or Fire Chief within seventy-two (72) hours of when they originally received notice of the positive result. Request after seventy-two (72) hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.

### 1. Drugs to be tested for:

When drug or alcohol screening is required under the provisions set out in this Policy, evidential breath testing (EBT) and urinalysis tests will be given to detect the presence of:

- Alcohol
- Amphetamines
- Phencyclidine
- Cannabinoids
- Cocaine Metabolite
- Opiates

If the test indicates an amount equal to or greater than the DHHS cut-off level, the result shall be called positive. This list is based on the current Federal Highway Administration regulations (FHWA). Any changes to the FHWA regulations that result in a change in the type of drugs to be tested, or the level used to indicate a positive result, are hereby incorporated in the Independence Township Fire Department Policy.

### 2. After Employee is tested:

- a. The employee will remain off duty, with pay, pending the results of the testing.
- b. The employee must communicate with his/her supervisor daily to receive return to work date.
- c. When test results are positive, the employee will be relieved of duty and will be referred to a counseling service to be determined. The employee will also be disciplined up to and including discharge.

3. Treatment:

Rejection of treatment or failure to complete a treatment program recommended or approved by a counseling service to be determined after a referral may also be cause for disciplinary action.

F. EFFECT OF A CONFIRMED DRUG OR ALCOHOL TEST

1. An employee who has a confirmed positive test for illegal or controlled drugs or substances shall be subject to discipline up to and including discharge.
2. After a test showing a blood alcohol concentration of 0.02 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick, personal or vacation leave, the time will be unpaid), and then only if he or she first undergoes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02. After returning to work, the employee is thereafter subject to unannounced follow-up testing for up to twelve (12) months after the employee returns to a covered function. A second positive test within this twelve (12) month period will subject the employee to discipline up to and including discharge.

**40. ARTICLE FORTY: STATION ASSIGNMENTS**

A. Employees shall be allowed to bid, by seniority, their station assignment for six month terms running from January 1<sup>st</sup> - June 31<sup>st</sup> and July 1<sup>st</sup> - December 31<sup>st</sup>. The bidding process shall be as follows:

1. Shift bidding shall be conducted at union meetings held on the first payday in December and June. The 56 hour union shift stewards shall coordinate the shift bid process.
2. Employees must be present at the meeting to bid, unless they authorize in writing another employee to serve as their proxy.
3. Employees shall not be permitted to bid if they are on limited duty, disability, workers compensation, other leave, or probation on the date of the shift bid. No employee may remain in the same station assignment longer than 36 months.

B. The Fire Chief, in his/her sole discretion shall have the authority to:

1. Change employees' station assignments on a temporary or permanent basis.
2. Prior to the bidding process, select station assignments for shift officers, probationary employees and for any employee who has maintained the same station assignment for the previous 36 months.
3. Set minimum qualifications for station assignments.

#### **41. ARTICLE FORTY-ONE: COMPENSATION TIME**

- A. Forty-two (42) hour employees shall be allowed to accrue a maximum of (21) twenty-one hours of compensation (comp) time, to be maintained in a compensation time bank. Compensation time will be accrued at the rate of time and one-half of the employee's hourly rate.
- B. Employees who have compensation time in their bank shall be allowed to use their time to be absent from work with pay in one (1) hour increments.
- C. Employees who have time in a compensation bank at the time of separation shall have their time paid to them in their last paycheck.

**42. ARTICLE FORTY-TWO: DURATION OF AGREEMENT AND RATIFICATION**

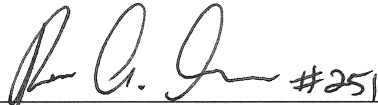
- A. This Agreement shall be effective as of the first day of January, 2015, and shall remain in full force and effect through the 31st day of December, 2017.
  
- B. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until the new Agreement is signed.
  
- C. Employees covered by this agreement shall receive, within 45 days of full ratification, a one-time stipend payment of two hundred fifty dollars (\$250.00).

Executed on the 26<sup>th</sup> day of January, 2016, signifying the ratification of this Agreement by the Independence Township Board of Trustees and the members of the Independence Professional Fire Fighters Association.

INDEPENDENCE PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION



Bruce Harbin  
President



Ross Green  
Vice President



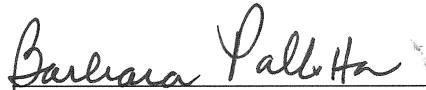
Carrie Erbe  
Secretary

Date: 2-1-16

CHARTER TOWNSHIP OF  
INDEPENDENCE



Patrick Kittle  
Supervisor



Barbara Pallotta  
Clerk

Date: 2-2-2016

**APPENDIX A**

**JANUARY 26, 2016  
INDEPENDENCE TOWNSHIP FIRE DEPARTMENT  
FULL TIME ROSTER**

Employee #	Employee Name	Seniority Date	
73	Bailey, Jack	1982 Dec 27	
204	Brandt, Gregory	1999 Aug 09	a
228	Bray, Ronald	2002 Mar 11	h
248	Bridgewater, David	2002 Mar 11	i
249	Brown, Mark	2002 Mar 11	a
6005	Cruz, Frankie	2012 Jun 11	b
6479	Decker, Matthew	2014 Oct 06	a
142	Doran, Robert	1989 May 05	
215	Doyon, Thomas	2002 Mar 11	f
280	Erbe, Carrie	2007 Feb 09	
574	Fitzpatrick, Shaun	2009 Sep 28	
251	Green, Ross	2002 Mar 11	g
253	Harbin, Bruce	2002 Mar 11	d
216	Herbert, Donald	1999 Aug 09	b
256	Karakuc, David	2002 Mar 11	b
257	Knuff, Richard	2002 Mar 11	e
262	Konkle, Gerald	2002 Jun 17	
6487	Lenz, Albert	2014 Oct 06	b
165	McDonald, Thomas	1994 Sep 30	
279	Moscovic, Derek	2002 Mar 11	c
140	Norberg, Christopher	1989 Apr 24	
108	Pursley, Ronald	1988 Mar 20	
6007	Stamper, Derek	2012 Jun 11	a
263	Stamper, Patrick	2005 Jan 03	
84	Stover, David	1985 Aug 24	
6391	Upshur, Michael	2013 May 20	a
260	White, Daniel	2002 Mar 11	j
6484	Wieckowski, Todd	2014 Oct 06	c
178	Williams, Philip	1989 Aug 11	
3034	Wilson, Nicholas	2013 May 20	b



**APPENDIX B**

**PROBATIONARY EMPLOYEES BENEFIT CHART**

Benefit	Effective Dates
Holiday Pay	Date of Hire
Food Allowance	Date of Hire
Bereavement Leave	Date of Hire
Sick Leave	Date of Hire
Health Insurance	Pursuant to Township Agreement with Carrier
Life Insurance	Pursuant to Township Agreement with Carrier
Disability Insurance	After ninety (90) calendar days
Annual Leave - One (1) working day	After ninety (90) calendar days