

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF SHELBY

AND

SHELBY TOWNSHIP FIREFIGHTERS' ASSOCIATION

LOCAL 1338

For the term expiring December 31, 2022

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ARTICLE 1: Purpose

- 1.1 The parties enter into this Agreement under and pursuant to Act 379 of the Public Acts of 1965, as amended.
- 1.2 This Agreement shall be applicable to all Employees who are engaged in fire suppression, EMS, training or fire prevention services on behalf of the Charter Township Shelby, excluding the Chief and clerical staff.
- 1.3 All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

ARTICLE 2: Recognition

- 2.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent as defined in Act 379, for all Employees engaged in fire suppression, EMS, training or fire prevention services excluding the Chief and clerical staff for the purpose of collective bargaining in respect to wages, hours of employment, and other terms and conditions of employment.
- 2.2
 - A. The provisions of Act 78 shall apply except as modified herein, until such time as the electorate of the Township abolish the provisions of said Act as they apply to the operation of the Department.
 - B. In the event that the provisions of said Act are so abolished, all provisions of Act 78 shall remain in full force and effect until the Employer and the Union agree on the terms and conditions of employment which were subject to the provisions of Act 78. Such terms and conditions of employment shall be resolved within six (6) months from the date of the election, which abolished the provisions of Act 78. This time limitation may be extended for a period not to exceed ninety (90) days upon the mutual written agreement of the parties.
 - C. The Township shall not contract out Fire Suppression, EMS or Fire Inspection services currently provided by Association members in any

manner which results in manpower reductions from those levels in place upon the signing of this Agreement.

ARTICLE 3: Union Security

- 3.1 Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a service fee proportional to the Union's collective bargaining and contract administration. The Union shall certify the amount of this service fee to the Employer in writing. Employees who fail to comply with this requirement within thirty (30) days shall be discharged.
- 3.2 The Employer shall deduct from the pay of each Employee from whom it receives an authorization to do so, the required amount for the payment of Union dues and service fees. Dues, assessments, or service fees shall be paid by the Employee. Said deductions shall be deducted from the first pay of the month and shall be forwarded within thirty (30) days after such deductions are made.
- 3.3 Such sums accompanied by a list of Employees who have authorized such deduction and from whom no deductions reserved and the reasons therefore, shall be forwarded to the Union Treasurer in one (1) payment. Employees laid off shall have their dues, assessments, or service fees automatically reserved upon return to employment with the Employer.

ARTICLE 4: Union Activities

- 4.1 The Union shall supply the Employer with an up-to-date list of duly authorized representatives (Union Executive Board), and any changes thereto within ten (10) days of such change, identifying the person who will represent the Union for all purposes of this Agreement. Persons representing the Union shall be limited to Union Executive Board members, or a designee mutually agreed upon by the Union and Fire Chief. All leaves under this Article are subject to pre-approval, by the Union Executive Board and

the Fire Chief, and without loss of pay.

- 4.2 Not more than one (1) duly designated representative of the Union shall be afforded reasonable time off during regular working hours without loss of pay, and not subject to minimum manpower, to fulfill or discharge Union responsibilities concerning the processing of grievances, representation of Employees' activities, attendance at the Great Lakes Burn Camp, and other matters relevant to this or future collective bargaining agreements and administration and enforcement of this Agreement, provided, however, that where three (3) or less fire suppression Employees scheduled for duty are off on vacation, personal, Department leave, or military leave, an additional representative shall be afforded reasonable time off. For such purpose of collective bargaining negotiations, four (4) standing representatives shall be allowed time off as required. Notice shall be given to the Chief or his designee as the case may be. Time spent under this paragraph shall be so recorded in the station log; indicating the place, purpose of activity, and an estimation of the time to be involved.
- 4.3 One (1) delegate per day shall be allowed time off to attend the International Association of Fire Fighters Convention or the Michigan Professional Firefighters State Convention during the length of either Convention with travel time. One (1) alternate shall be allowed such time off also, provided there are three (3) or less fire suppression Employees scheduled for duty are off on vacation, personal, Department leave, or military leave.
- 4.4 A leave of absence shall be granted any member of this Local who may be elected to a full time office of the International Association of Fire Fighters, Michigan AFL-CIO, or Michigan Professional Fire Fighters' Union. This leave of absence shall count toward seniority and service credit; provided, however, no Employee may receive a promotional appointment and continue on such leave of absence.
- 4.5 Upon the written approval of the Chief or his designee, the Union may schedule meetings on Fire Department property as long as such meetings are not disruptive of the duties of the Employees or the efficient operation of the Department.

- 4.6 The Township shall not enter into any Agreements with Employees covered hereby either individually or collectively or with any other organization which in any way conflicts with the provisions of this Agreement, unless such other organization is certified by the Michigan Employment Relations Commission as the sole and exclusive bargaining agent of the Employees pursuant to Act 379.
- 4.7 Employees may belong to other organizations, but not as a condition of employment with the Employer, nor may such other organization represent any Employee with respect to wages, hours or conditions of employment or in derogation or the exclusive bargaining agency of the Union.
- 4.8 Employees affected or a representative of these Employees shall, whenever possible, be notified five (5) calendar days prior to any change affecting the wages, hours or other conditions of employment of an Employee/Employees of the Department.

ARTICLE 5: Bulletin Boards

- 5.1 The Union shall be provided a suitable bulletin board at each station for the posting of Union notices and materials. The Union shall designate persons responsible therefore. The Chief or his designee shall be shown the notice and other materials prior to such items being posted on the bulletin boards.

ARTICLE 6: Hours of Employment

- 6.1 In the Fire Fighting Division, the standard work week of fire fighters shall be as prescribed by Act 125, Public Acts of 1925 as amended by Act 115, Public Acts of 1965, as amended by Act 604 of 1979 and the Fair Labor Standards Act (FLSA) of 1986. For those Employees designated fifty-six (56) hour Employees working hours shall be 8am – 8am.
- 6.2 For those Employees designated forty (40) hours Employees, a normal workweek shall be forty (40) hours per week. Working hours shall be 8am – 4:00 p.m. fall on the days of Monday through Friday, excluding holidays when the Township offices are closed. A lunch period will consist of thirty (30) minutes paid. These hours are subject to change by the needs of the Fire Department. Such changes shall be preceded by a notice to the Union and a meeting with its President, if the Local so desires. The Chief may institute a 4/10 schedule in which case working hours shall be 7 a.m. – 5:00 p.m. four (4) days a week, Monday through Thursday or Tuesday through Friday. Exceptions may occur when the holidays fall during the week when the Township offices are scheduled to be closed, or when training, meetings, or when other department related needs are planned. During these times affected employees who are forty (40) hour Employees shall revert back to the working hours of 8 a.m. – 4:00 pm on a five (5) days work schedule to avoid any conflict with scheduling or time off. Schedules shall be approved by the Fire Chief, or his designee prior to the next month’s manpower schedule being created.
- 6.3 Callback /overtime in the Fire Prevention Division shall be handled using the same type of system that is used in the Fire Fighting Division.
- 6.4 Those Employees designated as forty (40) hour Employees, who are required to perform any services past his designated tour of duty shall be compensated as provided for under Section 17.5 of this Agreement.
- 6.5 For the purpose of this Agreement, forty (40) hour Employees are all Employees who are not working under the conditions of Article 6.1.

ARTICLE 7: Trading of Days

- 7.1 Employees shall be permitted to trade work or off days in accordance with the following criteria:
- A. The trading of days is done voluntarily by the Employee participating in the program and not at the behest of the Employer.
 - B. All trades of four (4) hours or more must be submitted electronically through the scheduling system by the scheduled employee and accepted electronically by the employee who agrees to the trade before the start of the shift.
- 7.2 The trading of said days shall be limited to the following: Any officer for any officer; any fire fighter or Fire Medic for any fire fighter or Fire Medic. Limited duty personnel will only be allowed to trade time with full duty personnel in the same rank or position. Limited duty employees may not work for fully duty employees until they return to fully duty status.
- 7.3 Trades shall not be permitted which result in an Employee on short term or long term disability being scheduled to work during the period of disability.
- 7.4 If an Employee is scheduled to report for duty and fails to report for duty, he shall be considered absent without leave and appropriate disciplinary action may be taken by the Employer.
- 7.5 The Township shall be held harmless in any dispute arising from the trading of days between Employees.

ARTICLE 8: Safety Committee

- 8.1 The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety.
- 8.2 One (1) Employee from each shift representing the Union shall comprise the Safety Committee.
- 8.3 The Safety Committee shall meet as deemed necessary by the Chief or his designee and the Union.

- 8.4 The committee members shall be granted time off with pay to conduct investigations of safety and health problems within the Fire Department as deemed necessary by the Chief or his designee and the Union.
- 8.5 All recommendations and reports from the Safety Committee shall be in writing and submitted to the Chief or his designee; the Chief or his designee shall respond in writing within a reasonable amount of time.

ARTICLE 9: Seniority

- 9.1 A seniority list of all Employees shall be submitted by the Chief or his designee to the Union. Such a list shall be posted and revised and updated as changes warrant. The seniority of all Employees shall be as posted except as it may be accumulated or otherwise affected by leaves of absence without pay for a period in excess of two (2) weeks and other terms and conditions of this Agreement.
- 9.2 Leaves of absence by reason of illness, injury or military service with the Armed Forces of the United States shall not constitute an interruption of service.
- 9.3 The seniority of Employees hired on the same day shall be determined by their respective order of entry.
- 9.4 Probationary Employees shall have no seniority rights. The probationary period shall end after one (1) year from the date of hire. The probationary period shall begin with four (4) weeks of intense daily training based on a forty (40) hour workweek, followed by four (4) weeks of non-manpower status on a fifty-six (56) hour workweek. These time frames may be altered at the sole discretion of the Chief of Training. Following the approval by the Chief of Training the Employee will be counted as manpower. The Employee's seniority shall commence with the original date of hire.
- 9.5 An Employee who resigns or is terminated for cause shall lose all seniority. The Union will represent the new hire probationary Employee, but has no right to grieve any discipline or discharge of a new hire probationary Employee.

9.6 Job assignments shall be filled by the Employer based on the needs of the Department with consideration of seniority. Any Employee requesting a job assignment to another shift or station will do so with the understanding that length of such job assignment shall be at the discretion of the Employer. A job assignment request may be withdrawn at any time prior to the effective date of such change.

ARTICLE 10: Layoff and Recall

10.1 In the event of a layoff, Employees with the least seniority shall be the first to be laid off. The Employer shall give Employees two (2) weeks advance written notice of such layoff.

10.2 When Employees are recalled, the order of recall shall be in reverse of the order of the layoff. Notice of recall shall be sent via registered or certified mail to the Employees last known address. If the Employee fails to report to work on the date indicated in the notice of recall, he shall be considered to have resigned.

ARTICLE 11: Promotions

11.1 Promotions within the Department shall be on the basis of seniority subject to the terms and conditions of this Article. A disciplinary demotion or suspension shall result in disqualification for promotion for any position for two (2) years from date of incident. Failure to pass the promotional probationary period shall result in disqualification for promotion within the same division for two (2) years from date of incident.

11.2 Employees will not be eligible for promotion unless the following eligibility requirements are satisfied:

- A. To the rank of Fire Fighter Lieutenant – Lieutenant/Medic
 1. Shall be the senior Employee of the Fire Department
 2. Must have completed a minimum of five (5) years employment with the Department.
 3. Must, prior to appointment, possess and maintain Fire Officer I or Company Officer I certification with reasonable training cost being paid by the

Department and shall be conducted on Department time.

4. Must, prior to appointment, possess and maintain Paramedic certification with reasonable training cost being paid by the Department and shall be conducted on Department time.

B. To the rank of Fire Inspector –

1. Shall be the senior Employee of the Fire Department
2. Must have completed a minimum of five (5) years employment with the Department.
3. Must obtain and maintain certification as a Fire Inspector from the State of Michigan at the earliest possible date as provided by the Department. Reasonable training cost for such certification shall be paid by the Department and shall be conducted on Department time.

Employees shall not be deemed to have completed the probationary period for this position until such certification is obtained.

C. To the rank of Training Lieutenant –

1. Shall be the senior Employee of the Department.
2. Must have completed a minimum of five (5) years employment with the Department.
3. Must, prior to appointment, possess and maintain Fire Officer I or Company Officer I certification with reasonable training cost being paid by the Department and shall be conducted on Township time.
4. Must, prior to appointment, possess and maintain Paramedic-certification with reasonable training cost being paid by the Department and be conducted on Department time.
5. Must obtain and maintain certification as a Fire Instructor from the State of Michigan. Reasonable training cost for such certification shall be paid by the Department and shall be conducted on Department time.
6. Employees shall not be deemed to have completed the probationary

period for this position until such certification is obtained.

D. To the rank of Fire Captain –

1. Shall be the senior Fire Lieutenant –Lieutenant/Medic.
2. Must prior to appointment obtain and maintain Fire Officer I, II, and III or Company Officers I and II. Reasonable training costs for such certification shall be paid by the Department and shall be conducted on Department time.
3. Must have 5 years as a line officer with the Shelby Township Fire Department.
4. Effective December 31, 2022, must have at least an Associate's degree.
5. The Department shall maintain a minimum of one (1) Captain at each fire station except headquarters.

E. To the rank of Battalion Chief –

1. Shall be the senior Fire Captain having at least (2) years' time in grade.
2. In the event no promotion occurs under (1), then the Fire Captain with the greatest seniority with the Shelby Township shall be promoted
3. In the event no promotion occurs under (1) and (2), then the Fire Lieutenant-Lieutenant Medic with the greatest seniority with the Shelby Township Fire Department shall be promoted.
4. Must prior to appointment obtain and maintain Fire Officer I, II and III or Company Officer I and II certification. Reasonable training cost for such certification shall be paid by the Department and shall be conducted on Department time.
5. Must have five (5) years as a line officer with the Shelby Township Fire Department.
6. Effective December 31, 2022, must have at least an Associate's degree.

- F. To the rank of Deputy Marshal –
1. Shall be the senior Fire Inspector.
 2. If appointed, shall assume the duties of the Emergency Management Coordinator.
 3. Must maintain certification as a State Fire Inspector and Emergency Management Coordinator as provided by the Department. Reasonable training cost for such certifications shall be paid by the Department and shall be conducted on Department time.
 4. Must have five (5) years as a Fire Inspector. In the event no Inspector has five (5) years in grade, it shall be the Fire Inspector with the most time in grade.
 5. Effective December 31, 2022, must have at least an Associate's degree.
- G. To the rank of Chief of Training –
1. Any employee within the Training Division have a minimum of two (2) years' time in the Training Division who has the greatest seniority with the Shelby Township Fire Department shall be promoted.
 2. In the event no promotion occurs under (a), then any Training Division employee regardless of time in the Training Division ~~may~~ who has the greatest seniority with the Shelby Township Fire Department shall be promoted.
 3. In the event no promotion occurs under (b), then any employee within the Shelby Township Fire Department having at least ten (10) years of seniority with the Department who has the greatest seniority with the Shelby Township Fire Department shall be promoted.
 4. Effective December 31, 2022, must have at least an Associate's degree.
 5. The employee must prior to appointment obtain and maintain Fire Officer I, II and III or Company Officer I and II certification. Reasonable training cost for such certification shall be paid by the Department and

conducted on Department time.

6. The employee must prior to appointment obtain and maintain certification as a State Certified Fire Instructor and EMS Instructor Coordinator. Reasonable training cost for such certification shall be paid by the Department and shall be conducted on Department time.

H. To the rank of Fire Marshal –

1. The Deputy Marshal (if any) shall be promoted, provided that he applies for the promotion.
2. In the event no promotion occurs under 1, then any Fire Inspector having five (5) years in grade as a Fire Inspector may apply for the promotion; the applicant who has the greatest seniority with the Shelby Township Fire Department shall be promoted.
3. In the event no promotion occurs under 2, the Deputy Marshal (if any) as well as any Fire Inspector regardless of time in grade as a Fire Inspector may apply for the promotion; the applicant who has the greatest seniority with the Shelby Township Fire Department shall be promoted.
4. Under 1, 2 and 3 above, the employee must prior to appointment have and maintain certification as a State Fire Inspector.
5. Effective December 31, 2022, must have at least an Associate's degree.

I. To the rank of EMS Coordinator –

1. Shall be the senior Employee of the Fire Department.
2. Must have a minimum of five (5) years' time as a Medic.
3. Effective December 31, 2022, must have at least an Associate's degree.
4. Must prior to appointment obtain and maintain an EMS Instructor Coordinator and Certified CPR Instructor. Reasonable training cost for such certifications shall be paid by the Department and shall be conducted on Department time.
4. Must prior to appointment obtain and maintain Fire Officer I, II and III or

Company Officer I and II certification. Reasonable training cost for such certification shall be paid by the Department and shall be conducted on Department time.

- J. To the rank of Assistant Chief:
 - 1. Ranks eligible for promotion to Assistant Chief are Captain; Battalion Chief; Training Chief; EMS Coordinator; Deputy Marshal; Fire Marshal.
 - 2. Candidate must obtain a minimum passing score of 75% on the Assessment Center.
 - 3. Shall be the employee in the eligible ranks, with at least a 75% score on the Assessment Center, and having the greatest seniority on the Fire Department.”
 - 4. Assistant Chief shall be a 40-hour/week position.
- K. All Officers are required to complete NIMS 100, 200, 300, 400, 700, 800 classes.
- L. If an employee can demonstrate that training required for a promotion was not provided through the Employer, s/he is to be treated as though the training had taken place, and that it was successfully completed. The employee must complete the training at the first opportunity it has been made available. A probationary period for the subject employee shall continue from the effective date of the promotion, and for six months from the date of the “delayed” certification.

11.3 If the Employer determines that an Employee has not satisfactorily performed his duties during the six (6) month probationary period and has been denied permanent status, a committee shall be established to determine if the denial of permanent status was proper because of unsatisfactory performance. This Committee shall consist of one (1) Member from the Employer, one (1) Member from the Union and one (1) Member selected by the two (2), and their decision shall be final and binding. In the event the third Committee Member cannot be agreed upon, the Employer and the Union shall each submit one (1) name and a blind draw shall determine the third Member.

11.4 The parties agree to the following regarding the selection process for Fire Chief:

A. Notwithstanding any other Act 78 or civil service provision or rule to the contrary, vacancies in the position of Fire Chief shall be filled in accordance with the following:

Internal and external candidates shall be eligible to take the written test for the position of Fire Chief provided they meet all of the following requirements:

- a) 3 or more years in command rank equivalent to Shelby Township Captain;
- b) Bachelor's degree or higher in Public Safety Administration, Fire Science, or related field (this requirement does not apply to internal candidates until 12/31/2022);
- c) Fire Officer I, II, and III certification, or Company Officer I and II certification;
- d) NIMS 100, 200, 300, 400, 700, 800 certification
- e) Applicable to external candidates only: Must have at least 20 years' experience in a Fire Department which has provided ALS transport during at least 10 years of the candidate's experience,, and which serves a population of at least 50,000 residents.

Only those Candidates who pass the written test for Fire Chief with a minimum score of seventy-five percent (75%) shall continue to be eligible to compete for the position by way of the Assessment Center. There shall be a minimum 120 day study period from announcement of the written exam to the date the written exam is held. The total maximum score on the written test shall be one hundred (100) points plus seniority points. The total maximum score of the Assessment Center shall be 100% or 100 points. A candidate must have a composite score of seventy percent (70%) or above to be placed on the eligibility list.

For internal candidates only, seniority points equal to 1 point for each year of service with the STFD, up to a maximum of 20 points, will be added to the written test score and will count towards passing the written test.

The position of Fire Chief shall be offered to any of the three top-ranked persons on the eligibility list. Should the person to whom the position is offered decline, then the 4th

ranked person on the eligibility list shall be added to the rule of three (3), and so on until the position is filled. The Township's offer regarding the terms and conditions of the Fire Chief's employment (wages, hours, benefits, etc.) to all persons on the eligibility list shall at all times be identical. If there are less than three persons on the eligibility list, only those persons on the list (even if only one person) can be offered the position.

Ranking on the eligibility list for Fire Chief shall be based on the total composite score made up of the following:

- a. Written test weighted thirty percent (30%); and
 - b. Assessment Center weighted seventy (70%).
- B. If at any time, and in accordance with any contract for employment entered into between the Township and the person who accepts the position of Fire Chief, the Township elects not to continue the person in the position of Fire Chief, or the person who accepts the position elects not to continue in the position of Fire Chief, the following shall apply:
1. The person shall have the right to return to the IAFF Local 1338 bargaining unit into the position he previously held just prior to accepting the position of Fire Chief.
 2. The person shall return to the IAFF Local 1338 bargaining unit with full seniority credit for any and all purposes (contract, benefits, pension, etc.) as if the person had never left the bargaining unit.
 3. The right to return to the bargaining unit shall not be applicable if the Employee is terminated for reasons constituting just cause for termination, or, for Fire Chiefs employed after George W. Morehouse, Jr., the Employee is eligible for a regular service retirement.

These provisions apply only to persons who held a position in the IAFF 1338 bargaining unit immediately prior to accepting the position of Fire Chief.

- C. This Article constitutes the entire Agreement between the parties concerning eligibility for the Fire Chief position and the right of persons in said position to return to the Bargaining Unit. This Agreement supersedes and replaces any prior Letters of Understandings and Agreements.

ARTICLE 12: Release Time For Elections

- 12.1 If an Employee is on duty on Election Day, he may be granted sufficient time off to cast his ballot on Election Day with the approval of the Chief or his designee.

ARTICLE 13: Grievance Procedure

- 13.1 The purpose of the grievance procedure is to secure at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
- 13.2 Should any grievance, disputes or complaints arise, there shall be an earnest effort on the part of the parties to promptly settle the same through the following steps:

13.2.1 Step 1

By conference between the aggrieved Employee and the Fire Chief or his designee within ten (10) days of the alleged grievance(s). Either the Employee or the Fire Chief or his designee may request the presence of the Union representative.

13.2.2 Step 2

If the matter is not settled in Step 1, the grievance(s) shall be reduced to writing, setting forth the alleged violation of a specific paragraph of the Agreement in question and the relief requested and filed within fifteen (15) days of the alleged grievance. A conference shall then be held between a representative of the Union and the Fire Chief or his designee and they shall make every effort to

settle the grievance at this level.

13.2.3 Step 3

If the matter is not settled in Step 2, a conference between a representative or representatives of the Union and the Township Supervisor, and/or his representative or representatives shall be held. Such conference is to be held within fifteen (15) days of the meeting in Step 2. The Township Supervisor, or his representative, shall render a decision in writing within ten (10) days of the conclusion of such conference.

13.2.4 Step 4

In the event that the last step fails to settle the matter, it shall be referred to impartial arbitration upon request of either party as provided for in 13.4. The Union Grievance Committee shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The parties hereto agree that all conferences pursuant thereto shall be held at the Employer's place of business.

13.3 The arbitrator shall be a person mutually agreed upon between the parties. If the parties cannot mutually agree upon an arbitrator, the moving party shall file a demand for arbitration with the American Arbitration Association or Federal Mediation and Conciliation Service at the option of the demanding party in accordance with the then applicable rules and regulations of the Association or Federal Mediation and Conciliation Service. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The arbitrator shall have no jurisdiction or power to alter the terms of this Agreement. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of witnesses who are called by them.

13.4 The right of either party to demand arbitration after an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the procedure immediately prior to arbitration, and any grievance

not submitted or withdrawn within such period shall be deemed settled on the basis of the last answer given by the Township.

- 13.5 The time schedules for the processing of grievances, as set out above, may be extended by mutual agreement of the parties in writing. In case of such agreement, any and all new dates, mutually agreed upon, shall prevail wherever applicable in this Section 13.
- 13.6 With respect to the processing, disposition and/or settlement of any grievance initiated under this Agreement, and with respect to any court or administrative action or proceeding alleging a claim arising out of the employment relationship, the Union shall be the sole and exclusive representative of the Employee or Employees covered by this Agreement. The disposition or settlement by and between the Township and the Union of any grievance or other matter shall constitute a full and complete settlement thereof and of related matters and shall be final and binding upon the Union and its members, the Employee or Employees, the Township and all persons involved or affected.
- 13.7 There shall be no appeal by an Employee from any settlement of any grievance or other matter nor from the decision or award of an impartial arbitrator. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or administrative agency. Nothing in this paragraph shall be construed to prevent an Employee from pursuing his internal Union remedies in accordance with the constitution of the Union.
- 13.8 No Employee or other person shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union Officer or representative has acted or failed to act relative to the presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of the Agreement; provided the Union has processed any legitimate grievance through Step 3.
- 13.9 Any matter affecting the majority of Employees will be considered a policy grievance and introduced in Step 2 of the Grievance Procedure.

- 13.10 In lieu of processing a grievance under this Grievance Procedure, an Employee may elect to pursue any administrative or statutory procedure available to him under applicable law.
- 13.11 It shall be the policy of the Department to warn an Employee orally of any infraction of the rules of the Department, when applicable.
- 13.12 The Employer shall keep a personnel file on each Employee. Prior to any material being placed in the Employee's file, the Employee shall be given a copy of the material. If an Employee requests to review his personnel file, he shall be allowed to do so at a reasonable time, while off duty. Any and all reprimands or records of disciplinary action shall be placed in the Employee's personnel file for a period of three (3) years.

ARTICLE 14: Management Rights

- 14.1 The Employer shall manage the Department and direct the working forces. The management of the Department includes the right to plan, direct and control fire operations; to hire, promote, and transfer; and to demote, suspend or discharge Employees for just cause; to lay off Employees for reasons of economy; to introduce new or improved methods, equipment, processes, materials, or facilities; to establish Departmental rules, regulations and standard operating procedures, except that such rules, regulations and procedures shall not be arbitrary and capricious; and to determine job assignments and work schedules. These rights of the Employer are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to municipal management as provided by State Law.

ARTICLE 15: Separability and Savings Clause

- 15.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the remaining portions of the Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

- 15.2 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.
- 15.3 The Township will make no unilateral changes in wages, hours and other conditions of employment during the term of this Agreement contrary to the provisions of this Agreement.
- 15.4 A minimum of three (3) representatives from the Union Negotiating Team and representatives of the Township may meet in an attempt to resolve any conflicts as to the intent of the language negotiated into the Contract. This meeting should take place, whereas, a resolution of intent, might avoid entering into the grievance procedure unnecessarily.
- 15.5 Both parties shall have the right to pursue any unresolved Contract disputes in accordance with Article 13, "Grievance Procedures", and binding arbitration for resolution pursuant to Act 312 of 1969.

ARTICLE 16: Wages

16.1 The following provisions pertain to wages that shall be in effect during the terms of this Agreement. The wages provided for in these provisions recognize that the maintenance and improvement in the standard of living of the members of the Fire Department depends upon technological progress, better methods, processes, tools and equipment and a cooperative attitude on the part of all parties in such progress. It further recognizes the principles that to increase effectiveness and efficiency of the Fire Department with the same amount of human effort is a sound economic and social objective.

16.2 The wages for classifications covered by this Agreement shall be paid in accordance with the rates specified in Appendix A of this Agreement. Effective upon the date of ratification of the contract, the wage schedule in effect shall be:

Increased by 2% eff. 1/1/18 (fully retro)

Increased by 2% eff. 1/1/19 (fully retro)

Increased by 2% eff. 1/1/20

Increased by 2% eff. 1/1/21

Increased by 2% eff. 1/1/22

Payment of a \$500.00 signing bonus to each bargaining unit member as resolution to Case No. K-100; Docket No. 17-026246-MERC in the matter of the ULP Charge between the Shelby Township Fire Fighters and Shelby Township.

Effective upon the date of ratification of the contract, Employees in the Fire Lieutenant Non-Paramedic and Inspector classifications shall receive the same base rate of pay as Employees in the Fire Lieutenant with Paramedic and Training Lieutenant classifications as specified in Appendix A of this Agreement.

16.3 A bonus of Five Hundred (\$500.00) Dollars shall be paid to Employees upon renewal of Fire Inspector certification (applicable only to Inspectors, Deputy Marshall, and Fire Marshall), and upon renewal for Paramedic Instructor Certification (applicable only to Chief of Training, EMS Coordinator, and Lt. Training Instructor).

16.4 In the event that there is no Officer on duty at a station, the Township shall pay the senior Employee (Firefighter or Firefighter Medic) on duty the base rate of pay equivalent to one (1) pay grade above his base rate. No remuneration shall be paid if said hours are less than four (4). If the most senior employee (Firefighter or Firefighter Medic) on duty would prefer not to accept the acting officer assignment, the acting officer assignment shall be offered to others on duty in order of seniority, provided that they have at least five (5) years seniority on the Shelby Township Fire Department. However, if all the less senior employees on duty who are offered the acting officer assignment decline to accept it, then the most senior employee on duty shall be required to work the acting officer assignment.

16.5 Effective January 1, 2019; The specialty teams in the Fire Department are Dive/Swift Water; Technical Rescue; RTF; and HazMat. For each specialty team that an employee is on, the employee shall receive \$250.00 annually. In order to be eligible for the bonus, the employee must obtain training in Dive/Swift Water, Technical Rescue, RTF, and HazMat as applicable; be on the team a minimum of 60 days during the first year; and participate in the minimum number of team trainings as required each year. This bonus is not associated with participation on the Macomb County Hazmat team, Macomb County Technical Rescue team, or Michigan Taskforce 1. Payment of this bonus shall be made on the first pay date in December of each year.

ARTICLE 17: Overtime

- 17.1 The Chief or his designee shall determine the administrative method of assigning overtime. In order to provide for the equitable distribution of overtime in the Fire Fighting Division, the following principles shall apply:
- A. Equitable to all Employees;
 - B. An Officer for any Officer when available; and
 - C. A Firefighter or Fire-Medic for any Firefighter or Fire-Medic when available.
- 17.2 No Employee shall be scheduled for more than twelve (12) consecutive hours of overtime. Employees called for overtime shall not be required to work in excess of twenty-four (24) consecutive hours, except for extreme emergencies.
- 17.3 The Officer in charge at headquarters shall keep an up-to-date list of Employees next on call for overtime on a departmental as opposed to a station basis. When Employees are called for overtime, it shall be so recorded and logged.
- 17.4 When an Employee works overtime, he shall be paid at one and one-half (1-1/2) times his rate of pay in accordance with the Fair Labor Standards Act of 1938. Employees shall be paid for overtime on the payday for the pay period in which the overtime was worked.
- 17.5 When an on duty Employee is required to work overtime, he shall be paid a minimum of one (1) hour in accordance with 17.4.
- 17.6 When an off duty Employee is called in for overtime, he shall be paid for time actually worked. He shall not be scheduled for less than three (3) hours of overtime work. Limited duty Employees are not eligible for call back overtime.
- 17.7 The names of all Employees of the Fire Fighting Division shall be positioned according to their seniority on their respective overtime lists, hereafter referred to as "Overtime Lists".
- 17.8 Employees working overtime for any period shall be charged that time on their Overtime List.

17.9 All notifications for overtime will be made utilizing an electronic notification system. All responses to overtime notifications shall be made no later than the deadline as determined by the Officer in Charge. A minimum of two (2) hours shall be provided to respond unless conditions otherwise required.

17.10 When the overtime period has been completed, the Officer then on duty at the headquarters station shall be notified of same and shall record the appropriate information on the Overtime Lists.

17.11 Probationary Employees shall not be called for overtime, except when authorized by the Chief or his designee. After the Employee is counted as manpower, he shall be placed on the appropriate overtime list on the basis of their seniority and charged an amount of hours then equal to the Employee with the most overtime hours plus one (1) hour.

17.12 FLSA/Overtime:

Effective no later than 60 days after mutual ratification, the FLSA work period shall be changed from 28 days/212 hours to 14 days/106 hours. In addition, the payroll system shall be changed as follows pursuant to the request of the Finance Director:

1. Remove base rate of pay from calculation of FLSA overtime for periodic payments such as longevity and recertification bonuses.
2. Acting pay earned within a 14-day cycle shall be included in the FLSA overtime calculation for the 14-day cycle in which it was earned.
3. Periodic payments for FLSA overtime purposes shall be calculated utilizing the half-time method.

Further, the above shall be implemented so as to be consistent with the following principles:

- a) Where the employee has not worked any hours beyond his/her regularly scheduled hours, and by working just his/her regular scheduled hours has exceeded the FLSA statutory limit of 106 hours in the 14-day work period, the employee will receive additional half-time pay for those hours over 106 using his/her hourly rate inclusive of base wage, longevity pay, recertification pay, acting pay earned within that same

work period, and any other forms of compensation which the FLSA mandates be included in the employee's hourly rate.

- b) Regardless of any time off taken by the employee in the 14-day work period, the employee shall receive, in addition to his regular straight-time compensation and any applicable FLSA statutory overtime for his/her regularly scheduled work shifts, time-and-one-half* pay for all hours worked outside of his/her regular scheduled work shifts (e.g., hours before regular shift start, hours after regular shift end, hours on a day not scheduled to work, etc.). To the extent any such overtime exceeds the FLSA thresholds of 106 hours, the time-and-one-half* pay rate shall include base wage, longevity pay, recertification pay, acting pay earned within that same work period, and any other forms of compensation which the FLSA mandates be included in the employee's hourly rate. (*Double-time pay if worked on Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day).

ARTICLE 18: Longevity Pay

- 18.1 In addition to the base rate of pay set forth in Article 16, Employees hired prior to January 1, 2007 shall receive longevity pay as follows:

<u>Completed Years of Continuous Service</u>	<u>Percent of Base Salary</u>
5 through 9	2
10, 11,12,13,14	4
15, 16,17,18,19	6
20, 21,22,23,24	8
25 years and over	10

- 18.2 In accordance with Article 18.1 and 18.3, Employees shall receive longevity pay on the first payday following their respective anniversary date, corresponding to the years of service completed.
- 18.3 Employees hired on or after January 1, 2007 shall be paid longevity in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Percent of Base Salary</u>
5	\$520.00
7	\$780.00
9	\$1,040.00
12	\$1,300.00
15	\$1,560.00
18	\$1,820.00
21	\$2,080.00
24	\$2,340.00
25	\$2,600.00

ARTICLE 19: Sick Leave and Disability

19.1 Sick Leave

- A. Effective January 1, 2001 sick leave days will be earned at the rate eight (8) days per year for fifty-six (56) hour Employees and at the rate of ninety-six (96) hours per year for forty (40) hour Employees. The annual sick day allotment will be provided over two six-month allotment periods. One half of the annual allotment will be credited to the Employee's bank on January first of each year and the remaining half credited on July first of each year. Employees hired between allotment dates shall be credited with eight (8) hours of sick time each pay period, not to exceed ninety-six (96) hours, until the next allotment date.
- B. Upon separation of employment the Employee's sick bank shall be reduced on a prorated basis for each full month remaining in that allotment period.
- C. Employees will be given a one-time bank of ten (10) sick days for fifty-six (56) hour Employees or twenty (20) days for forty (40) hour Employees.
- D. The unused portion of sick days may be allowed to accumulate. Employees shall be paid for accumulated sick days in excess of ten (10) days for twenty-four (24) hour Employees and twenty (20) days for forty (40) hour Employees as of December 31st

of each year. Said payment shall be payable the second pay period of the new year and be made based upon the Employee's daily rate of pay as of December 31st, and shall be included in the Employee's Final Average Compensation.

- E. Sick leave utilization shall be allowed in cases of actual illness or injury to the Employee or his immediate family, which necessitates the Employee's absence from work.
- F. The Fire Chief or his designee may require that the Employee provide medical certification for any absence of three (3) or more consecutive workdays.
- G. Sick leave may be utilized by an Employee for appointments with a doctor.
- H. It shall be the responsibility of the Employee to call in sick to the Fire Department Headquarters at least one (1) hour before his tour-of-duty begins. It shall be the responsibility of the Officer in charge to cause the proper entry in the record log provided for that purpose. Entry information shall include the name of the member and person calling, date, and time.
- I. All time remaining in an Employee's sick bank, up to their annual allotment, in excess of the initial grant, at time of retirement shall be paid at eighty (80%) percent of the Employees base rate and shall be included in the Employee's average final compensation.
- J. The initial sick day grant must be returned to the Township at the time the employment with the Township is terminated. In the event sufficient time does not exist in the Employee's bank said time shall be deducted from the Employee's final paycheck.

Short Term Disability Provision

- A. An Employee qualifies for Short Term Disability as follows:
 - 1. A fifty-six (56) hour Employee must qualify for this section by sustaining a period of ten (10) consecutive lost workdays as a result of an illness or injury to the Employee necessitating their absence from work.

2. A forty (40) hour Employee must qualify for this section by sustaining a period of twenty (20) consecutive lost workdays as a result of an illness or injury to the Employee necessitating their absence from work.
 3. Short Term Disability coverage shall be in effect commencing with the first workday following the completion of the qualification periods specified above through the one hundred and eightieth (180th) calendar day following the commencement of the illness or injury.
- B. Effective for claims submitted with a date of injury or illness after the ratification of the 2018-2022 agreement, while on Short Term Disability the Employee shall receive 75% of his base wage. The Employee shall continue to receive all their benefits and accruals. The Employee may opt to use his accrued paid time off on a pro rata basis to provide 100% of base wage. The Township shall continue to pay all applicable premiums for medical, dental, vision and life insurance previously provided to the Employee.”
- C. The Short Term Disability provision is to be used as a bridge to the Long Term Disability Plan. Therefore time lost as a result of the same illness or injury shall be treated as a continuing incident.

19.2 Long Term Disability

- A. A Long Term Disability Insurance Plan will be provided for all Employees of the Association as follows:

Eligibility Requirement:	Full Time Employees
Enrollment Requirement:	100% of Eligible Employees
Elimination Period:	180 Calendar Days
Maximum Benefit:	Per Schedule Below
Monthly Benefit:	66-2/3% of base pay;
Maximum Benefit:	\$5,000
Social Security Offset:	Full Family

<u>Age of Disablement</u>	<u>Duration of Benefit</u>
61 or younger	To age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 year

- B. During the first twenty-four (24) months of long term disability coverage, the Employer will continue to provide medical, dental, vision and life insurance coverage.

19.3 Service Connected Disability

- A. Each full time Employee who is unable to work as a result of an injury or sickness arising from the performance of his duty, shall be paid by the Township at his base rate of pay for the duration of his injury or sickness without loss of seniority until such time as he is eligible for a service connected disability retirement.
- B. If an Employee is placed on a service connected disability retirement, he shall continue to receive an amount equal to his base rate of pay less the amount the Employee receives from the Pension System until he is placed on a regular pension as provided for in Act 345 of 1937, as amended.
- C. The term "Base Rate of Pay" shall mean any increases or decreases as determined by the Collective Bargaining Agreement.
- D. If an Employee is unable to work as a result of a service connected disability, he shall continue to receive all insurance benefits as provided active members of the Department until they have met the requirements of a regular pension as provided for in Act 345, as amended. However, this Article is not to be construed as the elimination of Article 22.4.

- E. When an Employee is unable to work as a result of a service connected disability, he shall continue the accrual of sick leave hours, vacation leave, personal leave, holiday pay, clothing allowance and longevity for a period not to exceed twelve (12) months.
- F. The Employee shall return the amount of all Workmen's Compensation checks plus any insurance benefits for which the Employer has paid the premium to the Township.

19.4 Effective upon ratification of this Agreement, the provisions set forth in Article 19.3 and Article 22.4 shall not apply to Employees who are hired after May 1, 2014 and participate in the Township's Defined Contribution Pension Plan. Employees who are hired after May 1, 2014 are subject to the following:

- A. Each full time Employee who is unable to work as a result of an injury or sickness arising from the performance of his duty, shall be paid by the Township at his base rate of pay for up to one hundred four (104) weeks without loss of seniority. The term "Base Rate of Pay" shall mean any increases or decreases as determined by the Collective Bargaining Agreement. The amount received shall be coordinated with any benefit the Employee receives from worker's disability compensation, occupational laws, or special risk insurance which is paid for by the Employer. The Employee shall return the amount of all Workers' Compensation checks plus any insurance benefits for which the Employer has paid the premium to the Township. When an Employee is unable to work as a result of a service connected disability, he shall continue the accrual of sick leave hours, vacation leave, personal leave, holiday pay, clothing allowance and longevity for a period not to exceed twelve (12) months.
- B. After the expiration of the service connected disability leave provided for in Article 19.4(A), an Employee will receive benefits to which he or she is entitled to under worker's disability compensation and the Long Term Disability Insurance Plan as set forth in Article 19.2. The benefits received pursuant to the worker's disability compensation and the Long Term Disability Insurance Plan shall

coordinate with one another to the extent required under law and the Long Term Disability Insurance Plan. The Long-Term Disability Insurance Plan shall be as set forth in Article 19.2, except for those Defined Contribution members, the definition of service connected total and permanent disability shall be “unable to perform own occupation” for a period of five (5) years from the date of injury.

- C. An Employee who is not already vested in the Township Defined Contribution Pension Plan shall become vested upon expiration of the service connected disability leave provided for in Article 19.4(A), and the Township shall annually contribute an amount equal to ten (10%) percent of the employee’s base wages at the time of disability to the Defined Contribution Pension Plan until the 25th anniversary of the Employee’s date of hire, provided he continues to receive benefits pursuant to worker’s disability compensation and/or benefits under the Section 19.2 Long Term Disability Insurance Plan as set forth in Article 19.2.

If a full time Employee becomes totally and permanently incapacitated by reason of an injury or sickness occurring as the natural and proximate result of causes arising out of and in the course of his/her employment with the Employer, the Employer will provide health insurance benefits for such Employee. This single person coverage shall be equal to the coverage provided to a regular employee in the bargaining unit. Such coverage shall be provided until the 25th anniversary of the Employee’s date of hire, provided the Employee makes application for Medicare upon becoming eligible, and provided the Employee does not reject a position offered by the Township under Section 19.4(D) below. Upon the Employee’s 25th anniversary from date of hire, insurance shall convert to the retiree health insurance benefit applicable to the Employee.

- D. The Township may create a full-time position within the Township for an Employee who is unable to perform his regular duties due to being totally and permanently incapacitated by reason of an injury or sickness occurring as the natural and proximate result of causes arising out of and in the course of his/her

employment with the Employer. An Employee who is found to be permanently incapacitated to the extent that he/she is unable to perform their defined duties as an employee of the Shelby Township Fire Department but is otherwise fit for gainful employment generally, and with sufficient medical evidence to conclude that his/her injury or illness arose out of or in the course of employment in the Shelby Township Fire Department, may be retrained for other employment within the Township suitable with their injured condition. The Township shall be afforded the greatest flexibility possible in determining placement.

The employee will remain in the IAFF Bargaining Unit and the wages and benefits for the position shall be same as if the employee had continued working in the rank/position last held before the disability was incurred (including but not limited to employer DC pension contributions). An employee may be returned to the Fire Department and resume a position in the bargaining unit through promotion or otherwise, when he/she is qualified to perform the essential duties of the available position.

- E. Any dispute that may arise as to proper implementation of this Section 19.4 shall be subject to the grievance/arbitration procedure, notwithstanding that the employee may no longer be actively employed

19.5 Limited Duty Clause

A. Any member of the Association shall be eligible for limited duty assignment if all of the following conditions exist:

1. A medical doctor finds that the member is suffering from a medical condition, which would not allow the member to return to his employment on a full duty status.
2. The medical doctor also finds that the disability would allow the member to return to work on a limited duty status, which provides beneficial service to the Department. Any dispute as to the “beneficial service”

shall be subject to the Grievance Procedure.

3. Limited duty work is available and necessary for the efficient operation of the Department.
 4. In no event shall the Department be required to establish more than two (2) such positions at any one time and in the event that another Member shall apply once the positions are filled, he shall be required to wait for an opening to become available unless otherwise decided by the Department.
- B. A member of the Association assigned to limited duty shall be treated as follows:
1. The member may be placed on a forty (40) hour schedule at the discretion of the Fire Chief or his designee.
 2. The member shall be returned to the position he held prior to his disability, upon being found ready for full duty status.
 3. All contract benefits and provisions shall apply while said member is working in such position of limited duty.
 4. The member shall not be counted as manpower with regards to the Department's SOP regarding staffing.

ARTICLE 20: Personal Leave

- 20.1 On January 1st of each year, Employees with six (6) months or more of credited service shall be granted seventy-two (72) hours, of personal leave. This time is subject to the approval of the Chief or his designee, provided that a minimum of four (4) fire suppression Employees scheduled to be on duty shall be entitled to be off on vacation, personal, department and/or military leave, and provided that the Chief or his designee is given twenty-four (24) hours' notice when possible. Said hours may be taken in a minimum of one (1) hour increments initially with an additional one (1) hour increment thereafter. Said time shall not be deducted from Employee's accumulated sick leave. Personal time shall have preference over a one (1) day vacation provided that both

requests were submitted on the same day. Said hours shall be used during the year they are earned.

- 20.2 Employee with less than six (6) months of credited service shall not be granted personal time until he has completed six (6) months of service at which time he shall be granted seventy-two (72) hours which shall be used during the same calendar year. Extensions may be requested in writing and shall be granted at the sole discretion of the Chief for a period of time not to exceed ninety (90) days.

ARTICLE 21: Funeral Leave

- 21.1 The Employer shall permit a paid leave of absence of up to two (2) working days or up to four (4), eight (8) hour working days in the case of an eight (8) hour Employee or up to four (4) ten (10) hour working days in the case of a ten (10) hour employee. Said leave shall be granted for the purpose of funeral attendance and other related obligations in the event an Employee suffers the loss of a member of his immediate family as defined in Appendix B. Said leave shall require notification and, upon return to duty, verification. Additional leave may be granted upon approval of the Fire Chief or his designee which approval shall not be arbitrarily or unreasonably withheld.

ARTICLE 22: Hospital – Surgical – Medical – Coverage

- 22.1 A. The medical insurance plans available for members of this bargaining unit, their spouses and dependent children shall be one of the following: BCBS Simply Blue Medical Coverage Plan 3, with \$2,000/\$4,000 annual individual/family in-network deductible and chiropractic/osteopathic care. The prescription drug plan under this Plan shall be a two-tier closed formulary co-pay plan established as follows: \$10 co-pay for generic scripts; \$40 co-pay for formulary brand scripts, with MOPD 2X and contraceptive coverage included. All covered medical and prescription drug benefits are subject to the annual Simply Blue Plan deductible.

B. The Township, in its discretion, may establish a minimum value health plan which will cover minimum essential coverage under the Affordable Care Act. Employees will have the option of selecting this plan instead of the BCBS Simply Blue Medical Coverage Plan 3 set forth above in (A). The Township will not contribute to an employee's HSA as set forth in Article 22.2 if the employee chooses to be covered by the minimum value health plan. Notwithstanding an employee's choosing the minimum value health plan while employed, upon retirement the applicable plan will be the BCBS Simply Blue Medical Coverage Plan 3 set forth above in (A), together with the Township-funded HSA contribution as set forth in Article 22.2, and upon Medicare eligibility the Medicare supplement plan as set forth in Article 22.5.

C. All eligible dependents may be covered up to age 26. At that time coverage shall end on the date the dependent child turns 26 years of age.

D. The prescription coverage under the BCBS Simply Blue Medical Coverage Plan 3 will be provided through BCBS, and the prescription coverage under the BCBS Community Blue Option 4 and Option 2 plans shall be provided through Express Scripts as the benefit manager. However, the Township reserves the right to switch to a self-funded program and/or utilize other prescription benefit managers provided that the change does not impact either access or the type and level of benefits.

22.2 Effective January 1, 2012 and for each successive year while the employee is currently employed, the Township's contribution to an Employee's Health Savings Account Plan shall be \$1,250 for single plans and \$2,500 for 2 person / family plans. Employees who enter the bargaining unit after the date of the annual contribution by the Township shall receive the applicable Township contribution pro-rated to the number of days remaining in that calendar year when coverage first takes effect. An HSA with annual Township contributions in the aforementioned amounts shall also be provided to all pre-Medicare retirees who retire and are eligible to participate in the BCBS Simply Blue

Plan 3. Once deposited, the Township's contributions to an HSA belong exclusively to the HSA account holder. The HSA shall be established within the meaning of the Medicare Prescription Drug Improvement and Modernization Act of 2003 and details of the Health Savings Account will be outlined in a Plan Document developed in accordance with the laws governing HSAs.

- 22.3 Upon the death of any full time Employee, the Employer shall provide the health insurance coverage for the spouse and dependent children of the deceased Employee as then being received by other Employees. This policy shall remain in effect until the spouse dies or remarries or becomes eligible for Medicare supplemental coverage under Paragraph 22.7 below. In the case of dependent children, such health insurance coverage shall remain in effect until they attain nineteen (19) years of age or as otherwise required by law.
- 22.4 If a full time Employee becomes totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of his/her employment with the Employer and is retired by the Shelby Township Police and Fire Pension Board pursuant to Section 6.2(d) of Act 345, the Employer will provide hospitalization insurance coverage for such Employee, his spouse and dependent children as is being received by other Employees at the date such Employee is so retired. The premiums for such coverage shall be paid in full by the Employer.
- 22.5 Upon the regular retirement or non-service connected disability retirement of any full time Employee hired prior to August 18, 2010, the Employer shall provide hospitalization insurance coverage for such retirees, his/her spouse at time of retirement and dependent children. This coverage shall be equal to the coverage that such Employee had at the date of his retirement. The Employer shall not be required to provide coverage, which duplicates other insurance coverage. Employees hired after August 18, 2010, upon retirement, shall have 50% of the premium costs for the retiree paid for by the Township. The remainder of their premiums and the cost for premiums

for dependents, if any, shall be paid by the retiree.

- 22.6 The Township will establish a Retiree Medical Savings Account (“RMSA”) for all new employees hired after August 18, 2010. The Township’s RMSA program will require that employees hired after that date have an account established in their name and that a mandatory pre-tax employee contribution equaling 2% of gross pay be made to that account. These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service. The employee does not pay taxes on contributions, investment earnings, or distributions for medical reimbursements. After death, any remaining account balance may be used by the employee’s surviving spouse or surviving dependents for the reimbursement of qualified medical expense. Employee contributions are immediately 100% vested.
- 22.7 Upon attainment of eligibility for medical insurance under the Social Security Act, a retiree and/or his surviving spouse shall make application for both Medicare A & B. The Employer shall provide hospitalization insurance coverage to supplement the coverage provided under the Social Security Act equal to the insurance coverage provided the Employee at the date of his retirement.
- 22.8 The Employer shall provide each Employee with dental and optical benefits equal to the Blue Cross dental and optical coverage. The annual per person maximum for Class I, II, and III benefits shall be \$1,000. The lifetime per person maximum for Class IV benefits shall be \$1,000.
- 22.9 Conditional Opt-Out. An Employee who is provided with medical insurance coverage through a source other than the Township may choose to decline the medical, dental and vision insurance coverage provided for them and their family. In lieu of the Township-paid medical insurance the annual sum of One Thousand Five Hundred (\$1,500.00) Dollars shall be paid by the Township into the Employee’s Deferred Compensation Account through biweekly contributions. No employee may elect not to be covered by the Township provided health care coverage unless:

- (a) The Employee, and any member of Employee's Tax Family (Tax Family means the Employee and all other persons whom Employee claims a personal exemption on his or her federal income tax return) receive minimum essential group health plan coverage during the plan year.
- (b) The Employee signs a waiver during the open enrollment period, by December 1 each year indicating that he/she does not wish coverage until the Township's next open enrollment period.
- (c) The Employee will either (1) prove to Employer that he or she and his or her Tax Family are not receiving individual coverage from any source, or (2) sign an Attestation of Group Coverage, which the Employer will draft. In the Attestation of Group Coverage, the Employee will certify that the Employee and members of his or her Tax Family are receiving minimum essential group health plan coverage and are not receiving and will not receive individual coverage from any source.
- (d) Employees will be able to re-enroll in the Township's medical plan only during Open Enrollment or during a Qualifying Life Event under the ACA. Re-enrollment shall occur as soon as allowable under the applicable insurance policy plan. Opt Out payments will not be paid for any months in which the Employee is covered under the Township's medical plan.

22.10 An Employee subject to policy requirements and conditions at the time he exercises the election, may reinstate coverage in the event alternative coverage under which he was covered is terminated, but in such case the Employee shall cease to receive the compensation granted in section 22.7. Employees who select an insurance plan different from their plan may return to their original plan during the open enrollment period.

22.11 The Township will continue its current PA 152 calculation methodology.

ARTICLE 23: Life Insurance

- 23.1 In addition, the Township will provide an Eighty Thousand (\$80,000.00) Dollar double indemnity group term life insurance coverage with equal amount of accidental death and dismemberment insurance at no cost to the Employee.
- 23.2 The full details of the plan will be governed by the insurance policy and the Employer makes and presents no assurances beyond those terms and conditions. Coverage will terminate when employment with the Employer ceases in accordance with the terms and provisions of the policy.
- 23.3 The Bargaining Unit shall allow reasonable time for changes in this Section which require the execution and implementation of forms and agreements between the Township of Shelby and the insurance carrier to establish new rates and coverages.
- 23.4 The Ten Thousand (\$10,000.00) Dollar life and Ten Thousand (\$10,000.00) Dollar accidental death and dismemberment will be provided under the long term disability insurance plan, the full details of such plan shall be governed by the insurance policies which will be available to the Employee and the Employer makes and presents no assurances beyond these terms and conditions.
- 23.5 The Employer shall provide a copy of all said insurance policies to each member of the Fire Department.

ARTICLE 24: Retirement

- 24.1 All Employees shall be covered by Act 345 and the Employer shall provide the following regular retirement pension for all full-time Employees:
- A. For all full-time Employees hired prior to August 18, 2010, 2.5% of his average final compensation multiplied by the first twenty-five (25) years of service credited to the Employee plus one (1%) percent of the Employee's average final compensation multiplied by the number of years and fraction of a year of service rendered by the member in excess of twenty-five (25) years but not to exceed thirty (30) years. For employees hired after August 18, 2010, the pension annuity factor shall be 2.25% of his average final compensation multiplied by the

first twenty-five (25) years of service credited to the Employee plus one (1%) percent of the Employee's average final compensation multiplied by the number of years and fraction of a year of service rendered by the number in excess of twenty-five (25) years not to exceed thirty (30) years.

B. For all full-time Employees, the average final compensation shall mean the average of the three (3) years of highest annual compensation received by the Employee during his ten (10) years of service immediately preceding his retirement or leaving service.

C. All Employees "25 and Out", no age requirement.

24.2 For all full-time Employees hired prior to August 18, 2010, annual compensation shall mean base rate of pay, overtime pay, longevity pay, holiday pay, sick leave payments, food and clothing payments and unused vacation leave as set forth in Section 26.7. Effective upon the issuance of the Act 312 Arbitration Award in MERC Case No. D03 K-2611, food and clothing payments will no longer be included in this definition of annual compensation. For all employees hired after August 18, 2010, "annual compensation" shall mean base rate of pay only.

24.3 All employees shall pay a five (5%) percent employee pension contribution.

24.4 Effective January 1, 1986, an Employee who continues in service on or after the date of acquiring ten (10) years of service credit and who does not have an option I election provided for in Section 6 (1) (J) of Act 345 in force, and dies while in service of the Employer before the effective date of his retirement and leaves a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had:

A. Retired effective the day preceding the date of his death;

B. Elected option I provided for in Section 6(1) (H) of Act 345; and,

C. Nominated the spouse as survivor beneficiary. Upon the death of the spouse the pension shall terminate. A pension shall not be paid under this paragraph on account of the death of an Employee if benefits are paid under Section 6(2) of Act 345 on account of his death.

- 24.5 All retirees who retired after January 1, 1989 shall receive a retirement benefit allowance in the amount of One Thousand (\$1,000.00) Dollars the first pay period in January of each year. No deductions shall be made from said retirement benefit allowance except as may be required by the Internal Revenue Code.
- 24.6 The Department pension representative shall be elected by majority vote of the Employees and shall be either an Employee or a former Employee who is receiving a pension benefit.
- 24.7 Effective upon ratification of this Agreement, the provisions set forth in Article 24.1(A)-(B), Article 24.2, Article 24.3, Article 24.4 and Article 24.5 shall be modified for Employees who are hired after May 1, 2014. Employees who are hired after May 1, 2014 are subject to the following:
- A. Employees shall participate in the Township's Defined Contribution Pension Plan. Employees shall contribute five (5%) percent of their base wage via payroll deduction to the Pension Plan. The Township shall contribute an amount equal to ten (10%) percent of the employee's base wage to the Pension Plan. Employees may contribute to the Pension Plan an additional amount up to the IRS limit. Employees shall have vested rights to these contributions once they have completed a minimum of sixty (60) months of continuous benefited service.
 - B. If an Employee is not already vested in the contributions to the Township's Defined Contribution Pension Plan, the designated Beneficiary shall have vested rights upon the date of the Employee's death.
- 24.8 The amortization schedule and interest rate assumptions as currently established by the Township Pension Board shall not be modified as a result of the modifications of the Act 345 Defined Benefit Plan to a Defined Contribution Pension Plan without the assent of both the Union and the Township.
- 24.9 The unfunded accrued liability of the Township Police and Fire Defined Benefit Pension Plan shall be fully funded by December 31, 2014 or reasonable extension, but in no event later than March 31, 2015. If not fully funded by said date, all employees

currently employed or subsequently hired during the term of this Agreement shall remain in the Defined Benefit Pension Plan as set forth herein. If not fully funded, the provision of Article 24.10 shall be null and void and of no force and effect.

24.10 Effective upon mutual ratification of the Agreement, the Employer and the Union agree that neither shall seek, through negotiations, arbitration or court or administrative action, to modify pension benefit levels contained in either the Act 345 Defined Benefit or Defined Contribution Plans as set forth herein for a period of fifteen (15) years until December 31, 2029. The term "benefit levels" shall include but not be limited to the following: final average compensation, percentage multiplier, employer pension contribution, employee pension contribution, military or other service credits, cost-of-living allowance or any other directly related pension benefit for employees.

ARTICLE 25: Holidays

25.1 On the first pay period in November each year, each Employee shall receive holiday pay based on ten (10%) percent of his base pay for the prior two (2) week pay period for each of the following holidays; provided he was in the employ of the Fire Department during the period in which the holiday fell, otherwise, holiday pay will be pro-rated based upon the number of holidays which occurred during his employment:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Washington's Birthday	Traditional Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Christmas Eve
Easter	Christmas Day
Memorial Day	Employee's Birthday
Father's Day	

25.2 In addition to the lump sum set forth above, 56-hour employees who are scheduled to work a shift which begins on December 24, December 25, December 31, or January 1, and who actually work all or some of their regular scheduled work hours on any such shift shall receive time-and-one-half pay for such hours worked. Employees (56-hour and 40-hour) who are called in for unscheduled work which begins on those days will be paid double-time pay for such hours worked.

ARTICLE 26: Vacation

26.1 Employees shall be eligible for annual vacation with pay on the following basis beginning January 1st of each calendar year:

COMPLETED <u>YEARS OF SERVICE</u>	VACATION HOURS <u>56 HR EMPLOYEES</u>	VACATION HOURS <u>40 HR EMPLOYEE</u>
6 months to 1 year	96 hours	48 hours
Years 2 and 3	168 hours	88 hours
Years 4, 5 and 6	240 hours	128 hours
Years 7, 8, 9, and 10	312 hours	168 hours
11 years and over	360 hours	200 hours

26.2 When vacations are selected each December, a minimum of four (4) fire suppression Employees scheduled to work shall be entitled to utilize vacation time off, provided however, that a minimum of three (3) fire suppression Officers must be on duty at all times. For vacations not scheduled in the December selection, fire suppression Employees scheduled to work shall be entitled to utilize vacation time off as long as there are no more than three (3) other fire suppression Employees already scheduled to be off work on vacation, personal, Department leave, or military leave. Once scheduled, vacation time shall not thereafter be cancelled by the Township except in the event of a community disaster. Vacations shall not exceed six (6) consecutive working days unless agreed to by the remaining members of the same platoon.

- 26.3 All Employees of the Fire Department wishing to exercise their seniority preference shall make a written application (the words seniority preference shall be so stated on forms provided for this purpose) to the Chief or his designee. This form will be made out on or before January 1st of each year.
- 26.4 Vacation may not be scheduled in less than four (4) hour increments for fifty-six (56) hour Employees and one (1) hour increments for forty (40) hour Employees.
- 26.5 An Employee may carry vacation time from one (1) year to the next, but on January 1st of each calendar year, he may not have accumulation of more than one thousand and eighty (1080) hours for fifty-six (56) hour Employees and six hundred (600) hours for forty (40) hour Employees.
- 26.6 The maximum amount of vacation hours for the purpose of average final compensation and cash reimbursement at time of retirement is seven hundred and twenty (720) hours for fifty-six (56) hour Employees and four hundred (400) hours for forty (40) hour Employees.
- 26.7 For all Employees transferred from a fifty-six (56) hour shift to a forty (40) hour shift, vacation hours shall be re-computed by dividing the Employee's unused vacation hours by seventy-two (72) and multiply the result by forty (40), which shall be the number of unused vacation hours the transferred Employee shall have remaining. For all Employees transferred from a forty (40) hour to a fifty-six (56) hour shift, vacation hours shall be re-computed by dividing the Employees unused vacation hours by forty (40) and multiplying the result by seventy-two (72) which shall be the number of unused vacation hours the transferred Employee shall have remaining.
- 26.8 All requests for vacation must be submitted at least one (1) hour prior to the start of the vacation.

ARTICLE 27: Termination of Employment, Retirement, Death

- 27.1 Upon termination of employment, holidays and all unused vacation time earned and not used as provided, shall be compensated at the rate of pay of the Employee at the time of termination of employment from the Fire Department.
- 27.2 Upon retirement, the Employee shall receive all unused sick leave, vacation, and pro-rated holiday.
- 27.3 Upon the death of the Employee, the beneficiary shall receive all benefits spelled out In Section 27.2.

ARTICLE 28: Replacing Eye Wear or Dentures

- 28.1 The Employer shall pay the reasonable cost for replacing prescription eyeglasses, contacts, hearing devices or dentures of an Employee, which were lost or damaged in the performance of his duty, unless such loss or damage is the result of negligence of the Employee. Coverage under this Provision shall be secondary to any insurance payment available to the Employee.

ARTICLE 29: Clothing Allowance

- 29.1 Any equipment or special supplies such as bunker coats, boots, helmets, gloves, or equipment needed for safety measures shall be furnished by the Township. Any equipment issued for use by the Shelby Township Fire Department shall not be used for outside employment unless approved by the Chief. Unserviceable equipment shall be replaced upon request of the Employee and approval of the Chief or his designee.
- 29.2 Clothing Allowance Provision:
 - A. All newly hired Employees of the Fire Department upon completion of the probationary period, in accordance with Civil Service Act 78, shall be issued their initial dress uniforms which shall consist of one (1) dress Shirt, one (1) dress coat, one (1) dress pants, one (1) uniform cap with badge, and two (2) breast badges. Commencing with the second fiscal year after the date of his employment shall

receive Eight Hundred Twenty (\$820.00) Dollars annually effective January 1, 2019 and increase to Nine Hundred Twenty (\$920.00) Dollars effective January 1, 2021 for the purpose of maintaining and the purchasing of dress and work uniforms. During the first fiscal year of employment, the Employee shall receive a partial clothing allowance based upon the pro-ration of the number of days at Two and 25/100 (\$2.25) Dollars per day effective January 1, 2019 and effective January 1, 2021, Two and 52/100 (\$2.52) Dollars per day prior to July 1, of the fiscal year. Should any Employee become not available for regular duty, the Township shall be reimbursed for the portion of the above allowance in one of the following situations:

1. Termination - Number of days between the termination date and July 1 at Two and 25/100 (\$2.25) Dollars per day effective January 1, 2019 and effective January 1, 2021, Two and 52/100 (\$2.52) Dollars per day.
2. Service and Non-Service Connected Disability - portion after six (6) months. After six (6) months, the number of days between that date and July 1 at Two and 25/100 (\$2.25) Dollars per day effective January 1, 2019 and effective January 1, 2021, Two and 52/100 (\$2.52) Dollars per day.

29.3 The Township shall bear reasonable cost of replacement of uniform items damaged in the line-of-duty, provided the damage is not due to negligence or reasonable wear and tear. Said replacement to be within thirty (30) days of such damage. No cost for replacement will be made unless the Departmental "Proof of Damage" form is filled out immediately after the shift in which the damage of loss occurs and said form is signed by the member claiming the damage and co-signed by the shift commander on duty during the shift in which the damage or loss occurred. Coverage under the provision shall be secondary to any insurance payment available to the employee.

ARTICLE 30: General

- 30.1 For the purpose of providing adequate fire protection, the Department will consider the standards set forth by the NFPA, with regards to rig staffing, fire apparatus specifications, and response areas and times, etc.
- 30.2 Any Employee who responds to a fire or other emergency situation during a civil disorder declared by the Governor under Act 302 shall not be required to ride in the open and the Employer shall provide each piece of equipment responding to an alarm with police or military protection, if available. Not less than five (5) full time Employees shall respond with the equipment, subject to their availability.
- 30.3 No Employee shall carry or use any firearm while on duty; nor shall any Employee carry, store or use any firearm on the property of the Employer or its equipment.
- 30.4 Upon the request of the Union, the Employer shall provide the Union copies of any contracts, pacts, or other agreements pertaining to Mutual Aid.
- 30.5 A copy of this Agreement shall be distributed by the Employer to all Employees.
- 30.6 The Employer shall indemnify and save all Employees harmless from any and all liability of whatsoever kind and nature arising out of the performance of their duties, provided the Employee has acted within the guidelines set out by the Department's written orders and directives. In addition, and not by way of limitation, the Employer shall, upon request, provide such Employees with legal representation with regard to matters which arise in the course of such Employees duties and shall pay all costs and fees related to such legal representation.
- 30.7 The Employer shall at all times comply with all Federal and State statutes, including but not limited to those listed in the Appendix found in the back of this Agreement, county and local ordinances, rules and regulations pertaining to the maintenance, manning and operation of all apparatus.
- 30.8 The wages and benefits set forth in this Agreement will become effective in the amounts and on the dates agreed to herein upon any approval necessary or required by Federal Law being obtained. The wages and/or benefits shall be modified only to the

extent required by the laws of the United States and the State of Michigan. The Employer shall fully cooperate with the Union in requesting all approvals necessary or required by the laws of the United States and the State of Michigan.

30.9 The Employer will make no unilateral changes in wages and other terms and conditions of employment during the term of this Agreement contrary to the provisions of this Agreement.

30.10 The Employer may round employee's benefit time to the nearest whole number when an employee transfers to and from 40-hour positions and 56-hour positions.

ARTICLE 31: Court Appearance or Medical Examiner's Inquest

31.1 Any Employee required to make a duty connected court appearance or attend a medical examiner's inquest on his day off shall be paid at the rate of one and one-half (1 ½) times his equivalent hourly base rate of pay computed from the time the Employee reports to the Fire Station before and after the completion of such appearance or attendance, with a minimum of three (3) hours.

31.2 Any Employee required to make a non-duty connected court appearance on his scheduled workday shall be released from duty for the period of time they are required to be present in court and reasonable commuting time. The time the Employee is absent from work shall be deducted from his vacation or personal time banks.

31.3 Upon submission of a summons to appear in court or on jury duty, an Employee shall be released from duty for the period of time their presence is required at the court and reasonable commuting time. Employees shall submit, to the Township, any payment received from the court for days they have been released.

ARTICLE 32: Tuition Refund

32.1 If an Employee pursues a course of study on off duty hours at an accredited school in a course required for a degree related to Fire Science, EMS or Public Safety, the Employer shall reimburse said Employee for all tuition and books upon satisfactory completion of said course. Books shall be returned to the Employer. This educational assistance program does not include special seminars or short courses of a few days duration except those specified by the Chief or his designee. Expenses related to transportation such as parking, mileage, and vehicle use shall not be part of this educational assistance program. The maximum reimbursement to an employee under this article shall be \$4,000.00 annually including all associated costs including registration and fees, and no employee within the first year of employment shall be eligible for any tuition reimbursement.

ARTICLE 33: Linen Service

33.1 The Employer will provide clean bath towels, pillow cases, shop coats, dish towels, wash cloths, sheets and first aid coats. In addition, the Township will provide blankets and these items will be cleaned periodically. This provision is contingent on availability of contract services.

ARTICLE 34: Off Duty Alarms

34.1 Employees of the Fire Fighting Division, when called and available, shall respond to their station for standby duty or to the scene of the alarm.

34.2 Members responding for off duty alarms shall be paid as provided in Article 17.6 of this Agreement.

34.3 The following formula adjusted to the nearest one-half (1/2) hour shall be used in computing hours or parts of hours for off duty alarm pay:

0 - 3 hours	3 hours
3 - 3-1/2 hours	3-1/2 hours
3-1/2 - 4 hours	4 hours...etc.

- 34.4 Pay computation for off duty alarm pay shall begin at the time of the alarm and end when all men and equipment used in that alarm are "in service". Employees may be excused from station standby or from the scene of the alarm with permission of the officer-in-charge with pay ceasing at the time he is excused.
- 34.5 Eight (8) hour Employees, when called and available, shall respond as directed to the scene of the alarm.

ARTICLE 35: Food Allowance

- 35.1 The Township shall pay each twenty-four (24) hour duty Employee of the Fire Department an annual food allowance of nine hundred twenty (\$920.00) dollars effective January 1, 2020, payable in the first pay period in July.
- 35.2 Probationary Employees shall receive Two and 52/100 (\$2.52) Dollars per day for the days between their date of hire and July 1 during their first year of employment.
- 35.3 Should any Employee become not available for regular duty the Township shall be reimbursed for the portion of the allowance in one of the following situations:
1. Termination - Number of days between the termination date and July 1 at the applicable per day rate as set forth in Section 35.2 above.
 2. Service and Non-Service Connected Disabilities - Portion after six (6) months.
After six (6) months, the number of days between that date and July 1 at the applicable per day rate as set forth in Section 35.2 above.

ARTICLE 36: Divisional System

- 36.1 The Chief shall be responsible for the overall supervision, administration and operation of the Department subject to the supervision, direction and control of the Township Supervisor.
- 36.2 The Employer shall have the absolute right to determine the number of vacancies in each position, whether or not to fill any vacancies and whether or not to fill any position in the divisional system.

ARTICLE 37: Duration of Contract

- 37.1 This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 2022.
- 37.2 If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date of December 31, 2022. If the parties fail to give such written notice of termination or if the party giving written notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to any subsequent termination date.
- 37.3 If either party desires to modify or change this Agreement, it shall give written notice of amendment sixty (60) days prior to the termination date of December 31, 2022, or any subsequent termination date. The notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendment that may be agreed shall be reduced to writing and signed by the Employer and the Union through their authorized representative and shall become a part of this Agreement without modifying or changing any of the other terms and conditions of this Agreement.
- 37.4 Notice of termination or amendment shall be in writing and shall be sent certified mail or delivered to the Township Supervisor or to an Officer of the Union as the case may be.
- 37.5 In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and conditions of this Agreement shall remain in full force and effect pending execution of a new Agreement.

ARTICLE 38: Deferred Compensation

- 38.1 The Employer shall provide a minimum of one (1) deferred compensation plan, which shall be the deferred compensation plan with VOYA. The Employer may offer additional plans; however, the Employer shall not terminate participation in the plan with Voya without negotiating said change with the Association.

ARTICLE 39: Alcohol Use

Purpose

The purpose of this directive is to provide guidelines for the use of alcohol and participation in department activities by all fire Department personnel. The goal is to provide the highest possible level of safety for citizens and Department personnel.

Directive

1. Alcoholic beverages shall not be consumed on Fire Department premises.
2. Recognizing the potential problems created by alcohol use, including reduced performance, adverse public perception, and liability to the Township, Fire Department personnel are not to respond to off duty incidents or report to duty while their functioning is impaired by alcohol.
3. Functionally impaired shall be defined as having a blood alcohol content (BAC) of 0.015% or greater as referenced by the commercial license (CDL) standards.
4. As a guideline, personnel are not to respond to off duty incidents or report for duty for a period of one (1) hour for each alcoholic beverage consumed containing the equivalent of one and one-half (1-1/2 ounce) of alcohol.
5. Members consuming alcohol shall be considered out of service and shall not respond to off duty incidents or report for duty. When in doubt, members should err on the side of safety and refrain from responding until they can meet the terms of this directive. If a member is unaware of the amount of alcohol consumed, a guideline of eight (8) hours from the last drink to availability to respond to off duty incidents or reporting to work should be used.
6. When a member has a reasonable suspicion that another member of the Department may be functionally impaired on-duty at an incident, he shall report the suspicion immediately to the Senior Command Officer present. If,

based upon the information provided and his observations, the Officer has reason to believe that the member is functionally impaired; he shall relieve the member from duty and provide transportation to the member's residence.

7. If the member objects to this course of action, the Command Officer shall request that the Police Department respond with a portable breath analyzer to determine the actual blood alcohol content.
8. If the BAC is greater than 0.015%, the member shall be relieved of duty, transported to his residence and directed not to respond to incidents or report for duty for a period equal to one (1) hour for each .01%.

ARTICLE 40: Family Medical Leave

40.1 Use of Paid and Unpaid Leave

- A. An Employee who is taking FMLA leave must use all accrued or unused paid vacation, personal or sick leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave. The leave time generally will be taken in the following order: sick leave, vacation, personal days. However, employees shall have discretion to select the type of paid leave (sick leave, vacation or personal days) used in conjunction with an FMLA leave under this provision.
- B. Time traded between employees as provided in Article 7 of the parties' collective bargaining agreement shall not be counted as leave taken pursuant to the Family Medical Leave Act provided the time is paid back within one (1) calendar year.
- C. Disability (including pregnancy disability) under an applicable disability plan is considered to be paid sick leave for purposes of FMLA substitution.

ARTICLE 41: Letters of Counseling

41.1 Letters of counseling may be issued to employees for purposes of instruction and corrective action. However, letters of counseling shall not constitute discipline, shall not be kept in the personnel files/records pertaining to the employee, and shall not be used for purposes of future discipline. Accordingly, letters of counseling are not subject to the grievance/arbitration procedure.

ARTICLE 42: Township Vehicles

42.1 Employees holding any of the following ranks/positions shall each be provided with a Township vehicle to utilize for work, including transportation to and from work, unless the employee (regardless of date of hire) lives outside of the area set forth in Article 30.2 (i.e., outside of a twenty-five mile radius from Shelby Township's furthest border):

- Training Chief
- EMS Coordinator
- Fire Marshal
- Fire Inspectors
- Deputy Fire Marshal
- Training Lieutenant

ARTICLE 43: Continuing Education

43.1 It shall be the responsibility of the Employer to provide continuous education for Employees to comply with the minimum certification requirement of all governing agencies. When the continuous education is not provided on-duty and the Employee is required while off-duty to attend any school, seminars, etc., the Employer shall pay costs necessary (at the time of registration) to obtain and preserve said certification. When an Employee attends a program, and said program has been canceled, the Employee shall be compensated for his time actually incurred under Section 17.4 if compensation is required under this Article.

- 43.2 A. An Employee shall be compensated as provided under Section 17.4 of this Agreement for his or her attendance at a continuing education course unless all of the following four criteria are met:
1. Employee attends while off-duty;
 2. The continuing education course is voluntary;
 3. The purpose of the continuing education course is to train the Employee (a) for another job or a new or additional skill, or (b) for preparation for promotion; and
 4. No other work is currently performed while attending the continuing education course.
- B. If the time spent attending the continuing education course is compensable as set forth in above in Article 43.2 (A), then the time spent traveling to and from the continuing education course shall be compensable in the following circumstances:
1. Travel that keeps an Employee away from his or her home overnight, which includes travel during his or her normal working hours and normal hours of on a non-working day unless the Employee spends time traveling outside of his or her regular working hours as a passenger on an airplane, train, boat, bus or car; and
 2. Travel to a training program in another municipality, provided that the Employer may deduct the time an Employee normally spends commuting to and from the Fire Department's Headquarters.
- C. An Employee shall be compensated for mileage to a training program in another municipality provided that the Employer may deduct the mileage which an Employee drives commuting to and from the Fire Department's Headquarters.

ARTICLE 44: Outside Employment

44.1 Employment in the Shelby Township Fire Department shall take precedence over any secondary employment. Employees shall not directly or indirectly display any form of Township identification during such employment. Employees are prohibited from using Township-issued equipment without the approval of the Fire Chief or his designee while working for another employer. Outside employment shall not tarnish the reputation of firefighting as a profession or the Shelby Township Fire Department.

ARTICLE 45: Liability Insurance

45.1 The Township shall provide a liability insurance policy covering each IAFF member for One Million (\$1,000,000.00) Dollars for each occurrence. Copies shall be available to the Union upon request.

In witness whereof, the undersigned have executed this collective bargaining Agreement this _____ day of August, 2019

Charter Township of Shelby

Shelby Township Firefighters' Association,
Local #1338 of the International Association
of Firefighters

Richard Stathakis, Supervisor

John McCoy, Local President

Stanley Grot Township Clerk

Franklyn Pierce

Michael Flynn, Treasurer

Steve Henion

James Swinkowski, Fire Chief

Warren Happell

Lisa Suida, HR Director

Christopher Jenuwine

Appendix A
Charter Township of Shelby
Shelby Twp. Firefighters' Association, Local 1338
Wage Rates, Effective 01/01/18 through 12/31/18

						INCREASE =	2.0%
Position	Entry	One Year	Two Year	Three Year	Four Year	Five Year	
FIREFIGHTER							
Annual	\$ 41,810	\$ 47,383	\$ 52,958	\$ 58,534	\$ 64,107	\$ 69,682	
Hourly (56)	14.3578	16.2716	18.1861	20.1010	22.0148	23.9293	
Hourly (40)	20.1010	22.7803	25.4606	28.1413	30.8207	33.5010	
FIREFIGHTER/MEDIC							
Annual	\$ 46,176	\$ 52,333	\$ 58,490	\$ 64,647	\$ 70,803	\$ 76,960	
Hourly (56)	15.8571	17.9715	20.0859	22.2002	24.3142	26.4286	
Hourly (40)	22.2000	25.1601	28.1202	31.0803	34.0399	37.0000	
FIRE LIEUTENANT							
TRAINING LIEUTENANT							
FIRE INSPECTOR							
Annual	\$ 80,808						
Hourly (56)	27.7500						
Hourly (40)	38.8500						
DEPUTY MARSHAL							
SGT AEMT							
EMS COORDINATOR							
CAPTAIN							
Annual	\$ 85,109						
Hourly (56)	29.2270						
Hourly (40)	40.9178						
FIRE MARSHAL							
CHIEF OF TRAINING							
BATALLION CHIEF							
Annual	\$ 94,242						
Hourly (56)	32.3633						
Hourly (40)	45.3087						
ASSISTANT FIRE CHIEF							
Annual	\$ 101,310						
Hourly (40)	48.7067						

Charter Township of Shelby
Shelby Twp. Firefighters' Association, Local 1338
Wage Rates, Effective 01/01/19 through 12/31/19

								INCREASE =	2.0%
Position	Entry	One Year	Two Year	Three Year	Four Year	Five Year			
FIREFIGHTER									
Annual	\$ 42,646	\$ 48,331	\$54,017	\$ 59,705	\$ 65,389	\$71,076			
Hourly (56)	14.6449	16.5972	18.5498	20.5031	22.4550	24.4080			
Hourly (40)	20.5029	23.2361	25.9697	28.7043	31.4370	34.1712			
FIREFIGHTER/MEDIC									
Annual	\$ 47,100	\$ 53,380	\$59,660	\$ 65,940	\$ 72,219	\$78,499			
Hourly (56)	16.1745	18.3310	20.4876	22.6442	24.8005	26.9571			
Hourly (40)	22.6442	25.6635	28.6827	31.7019	34.7207	37.7399			
FIRE LIEUTENANT									
TRAINING LIEUTENANT									
FIRE INSPECTOR									
Annual	\$ 82,424								
Hourly (56)	28.3049								
Hourly (40)	39.6269								
DEPUTY MARSHAL									
SGT AEMT									
EMS COORDINATOR									
CAPTAIN									
Annual	\$ 86,811								
Hourly (56)	29.8115								
Hourly (40)	41.7361								
FIRE MARSHAL									
CHIEF OF TRAINING									
BATALLION CHIEF									
Annual	\$ 96,127								
Hourly (56)	33.0106								
Hourly (40)	46.2149								
ASSISTANT FIRE CHIEF									
Annual	\$103,336								
Hourly (40)	49.6808								

Charter Township of Shelby
Shelby Twp. Firefighters' Association, Local 1338
Wage Rates, Effective 01/01/20 through 12/31/20

Position	Entry	One Year	Two Year	Three Year	Four Year	Five Year
					INCREASE =	2.0%
FIREFIGHTER						
Annual	\$ 43,499	\$ 49,298	\$55,097	\$ 60,899	\$ 66,697	\$72,498
Hourly (56)	14.9378	16.9293	18.9207	20.9131	22.9042	24.8963
Hourly (40)	20.9130	23.7010	26.4889	29.2784	32.0659	34.8548
FIREFIGHTER/MEDIC						
Annual	\$ 48,042	\$ 54,448	\$60,853	\$ 67,259	\$ 73,663	\$80,069
Hourly (56)	16.4979	18.6978	20.8973	23.0972	25.2964	27.4962
Hourly (40)	23.0971	26.1769	29.2563	32.3361	35.4149	38.4947
FIRE LIEUTENANT						
TRAINING LIEUTENANT						
FIRE INSPECTOR						
Annual	\$ 84,072					
Hourly (56)	28.8709					
Hourly (40)	40.4192					
DEPUTY MARSHAL						
SGT AEMT						
EMS COORDINATOR						
CAPTAIN						
Annual	\$ 88,547					
Hourly (56)	30.4076					
Hourly (40)	42.5707					
FIRE MARSHAL						
CHIEF OF TRAINING						
BATALLION CHIEF						
Annual	\$ 98,050					
Hourly (56)	33.6710					
Hourly (40)	47.1394					
ASSISTANT FIRE CHIEF						
Annual	\$105,403					
Hourly (40)	50.6745					

Charter Township of Shelby
Shelby Twp. Firefighters' Association, Local 1338
Wage Rates, Effective 01/01/21 through 12/31/21

							INCREASE =	2.0%
Position	Entry	One Year	Two Year	Three Year	Four Year	Five Year		
FIREFIGHTER								
Annual	\$ 44,369	\$ 50,284	\$56,199	\$ 62,117	\$ 68,031	\$73,948		
Hourly (56)	15.2366	17.2679	19.2991	21.3314	23.3623	25.3942		
Hourly (40)	21.3313	24.1750	27.0188	29.8639	32.7072	35.5519		
FIREFIGHTER/MEDIC								
Annual	\$ 49,003	\$ 55,537	\$62,070	\$ 68,604	\$ 75,136	\$81,670		
Hourly (56)	16.8280	19.0718	21.3152	23.5591	25.8022	28.0460		
Hourly (40)	23.5591	26.7005	29.8413	32.9827	36.1231	39.2644		
FIRE LIEUTENANT								
TRAINING LIEUTENANT								
FIRE INSPECTOR								
Annual	\$ 85,753							
Hourly (56)	29.4481							
Hourly (40)	41.2274							
DEPUTY MARSHAL								
SGT AEMT								
EMS COORDINATOR								
CAPTAIN								
Annual	\$ 90,318							
Hourly (56)	31.0158							
Hourly (40)	43.4221							
FIRE MARSHAL								
CHIEF OF TRAINING								
BATALLION CHIEF								
Annual	\$100,011							
Hourly (56)	34.3444							
Hourly (40)	48.0822							
ASSISTANT FIRE CHIEF								
Annual	\$107,511							
Hourly (40)	51.6880							

Charter Township of Shelby
Shelby Twp. Firefighters' Association, Local 1338
Wage Rates, Effective 01/01/22 through 12/31/22

								INCREASE =	2.0%
Position	Entry	One Year	Two Year	Three Year	Four Year	Five Year			
FIREFIGHTER									
Annual	\$ 45,256	\$51,290	\$57,323	\$ 63,359	\$ 69,392	\$75,427			
Hourly (56)	15.5412	17.6133	19.6851	21.7579	23.8297	25.9021			
Hourly (40)	21.7577	24.6587	27.5591	30.4611	33.3615	36.2630			
FIREFIGHTER/MEDIC									
Annual	\$ 49,983	\$56,648	\$63,311	\$ 69,976	\$ 76,639	\$83,303			
Hourly (56)	17.1645	19.4533	21.7414	24.0302	26.3183	28.6068			
Hourly (40)	24.0303	27.2346	30.4380	33.6423	36.8457	40.0495			
FIRE LIEUTENANT									
TRAINING LIEUTENANT									
FIRE INSPECTOR									
Annual	\$ 87,468								
Hourly (56)	30.0371								
Hourly (40)	42.0519								
DEPUTY MARSHAL									
SGT AEMT									
EMS COORDINATOR									
CAPTAIN									
Annual	\$ 92,124								
Hourly (56)	31.6360								
Hourly (40)	44.2904								
FIRE MARSHAL									
CHIEF OF TRAINING									
BATALLION CHIEF									
Annual	\$ 102,011								
Hourly (56)	35.0313								
Hourly (40)	49.0438								
ASSISTANT FIRE CHIEF									
Annual	\$ 109,661								
Hourly (40)	52.7216								

Appendix B

The following words, terms and phrases as used in this Agreement shall mean and refer to the definitions ascribed to them by this Appendix:

<u>Word, Term or Phrase</u>	<u>Definition</u>
Act 78	- Act No. 78 of the Public Acts of 1935, as amended.
Act 125	- Act No. 125 of the Public Acts of 1925, as amended.
Act 154	- Act No. 154 of the Public Acts of 1964, as amended.
Act 290	- Act No. 290 of the Public Acts of 1976, as amended.
Act 302	- Act No. 302 of the Public Acts of 1968, as amended.
Act 345	- Act No. 345 of the Public Acts of 1937, as amended.
Act 379	- Act No. 379 of the Public Acts of 1965, as amended.
Act 604	- Act No. 604 of the Public Acts of 1979, as amended.
Business Day	- A Day of the week which falls on Monday through Friday excluding holidays.
Chief	- The Chief of the Fire Department.
Day	- A calendar day unless otherwise modified herein.
Employee	- Employees of the Fire Department who are subject to the provisions of Act 78 except supervisory personnel as defined in Act 379.
Employer	- Charter Township of Shelby
AEMT	- Advanced Emergency Medical Technician
Department	- The Fire Department of the Charter Township of Shelby
Fire-Medic	- A Firefighter who is a certified advanced emergency medical technician
Full-time Employee	- Those Employees who regularly work a full work week
Immediate Family	- Spouse, children, step-children, grandchildren, son-in-law, daughter-in-law, father, mother, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, step-parents or grandparents
Grievance	- A claim by an Employee, group of Employees or the Union that there has been a misinterpretation, misapplication of other violation of any provision of this Agreement.
Officer	- A Firefighter who holds the rank of Lieutenant or a superior rank.
Seniority	- The length of continuous service with the Fire Department commencing with the Employee's date of hire and uninterrupted by any cause for loss of seniority subject to the applicable terms and conditions of this Agreement
Work Day	- See Work Week
Work Week	For Employees assigned to the Fire Fighting Division, the work week shall be as prescribed by Act 125 as amended by Act 604. For Employees not assigned to the Fire Fighting Division, the work week shall be eight (8) consecutive hours per day, five (5) days per week, Monday through Friday, starting at 0800 hours and ending at 1600 hours.

Charter Township of Shelby

HUMAN RESOURCE DEPARTMENT

E-Mail: hr@shelbytp.org


52700 Van Dyke
Shelby Township, MI 48316-3572

Phone: (586) 726-7241
Fax: (586) 726-9370

Letter of Understanding Regarding Benefit Time and Longevity Pay

The Charter Township of Shelby and the Shelby Township Firefighters' Association hereby agree to the following regarding benefit time and longevity adjustments to be made upon an employee's return to work from non-duty disability leave:

1. Adjustments to vacation, sick, and personal time will first be deducted from the employee's available benefit time balances. If sufficient time for the deductions is not available in the employee's balances, then such deduction will be taken from the Employee's upcoming benefit awards. If additional time is still owed at the employee's separation of employment, then such time will be recovered by means of payroll deduction.
2. While an Employee is off on Long-Term Disability, he/she will not earn longevity. When the Employee returns to work, the prior longevity payment will be pro-rated from the start of Long-Term Disability to the date of the Employee's next longevity payment or return to work (whichever comes first) and any money owed deducted from the Employee's paycheck. If an Employee is off on Long-Term Disability and longevity is to be paid during that time, no payments for longevity will be made until the Employee returns to work. At that time, longevity will be pro-rated for time spent on Long-Term Disability from the Employee's anniversary date until the Employee's return to work.


Richard Stathakis, Township Supervisor


John McCoy, President SIFA

10-23-09
Date

10.23.09
Date

Letter of Understanding Regarding the Treatment of Sick and Vacation Time for Employees Placed on Limited Duty

During the recently concluded negotiations of the new collective bargaining agreement changes were made to the amount of vacation and sick time granted to employees of the fire department. The changes made resulted in an inequitable situation for employees changing from a fifty-six (56) hour shift to a forty (40) and vice a versa. The parties to rectify that situation are entering into this letter of understanding. The parties therefore agree that the following systems will be utilized:

Fifty-six (56) Hour Employees placed on Limited Duty

The time banks of fifty-six (56) hour employees placed on Limited Duty, and therefore placed on a forty (40) hour schedule, will not be converted. The following conversions will however be utilized for employees who utilize either vacation or sick time while placed on limited duty:

Sick Time

Each forty (40) hour sick hour used by an employee on limited duty will result in two (2) fifty-six (56) hour sick hour being deducted from the employees sick time balance.

Vacation Time

The following table will be utilized for the conversion of vacation time used while on Limited Duty:

The Employee's Years of Service as of January 1 of the Year the Time is Used	Amount deducted from the employees vacation balance for
Less than six months	1.000
6 months to 2 years	2.000
3, 4	1.909
5, 6, 7	1.875
8, 9, 10, 11	1.857
12 years or more	1.800

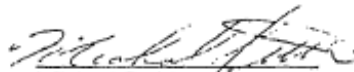
Employees on Limited Duty on either January 1 or July 1 of each year shall have vacation and/or sick time awarded as if they were still on a fifty-six hour schedule.

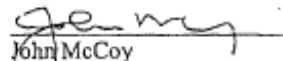
Employees Changing Shift as a Result "Permanent" Assignment Change


Sick Time

The "One Time Bank" shall be changed to reflect the size of the bank granted For the shift the employee is placed on (i.e. 240 hours for 56 hr shifts and 160 Hours for 40 hr shifts). The "annual sick day allotment" balance will be converted as follows:

$$\begin{array}{r} \text{Forty Hour Sick Hour} \\ 1 \end{array} = \begin{array}{r} \text{Fifty-six Hour Sick Hour} \\ 2 \end{array}$$


Michael Smith
Human Resource Director


John McCoy
President, Local 1338


Date