

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CHARTER TOWNSHIP OF SHELBY**

**AND**

**SHELBY TOWNSHIP FIREFIGHTERS' ASSOCIATION**

**LOCAL 1338**

For the term expiring December 31, 2027

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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 As set forth in Article 2, the Township recognizes the Shelby Township Firefighters Association Local 1338 as the sole Collective Bargaining Agency for all employees of the Shelby Township Fire Department Union. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- 3.2 Each employee who becomes a member of the Union must sign the Union's Application for Union Membership and Authorized Dues Deduction Card and shall do so with the understanding that the dues authorization and assignment shall be revocable at any time upon receipt of sixty (60) days' notice to the Union. Authorization and assignment are voluntary and not conditioned upon present or future membership in the Union.
- 3.3 The Employer shall retain the original Application for Union Membership and Authorized Dues Deduction Cards and the Union shall retain copies of the Cards. (In the case where the employee signs using an electronic signature, both parties shall retain the electronic copy.) The Employer shall not deduct any dues from any employee without a Card signed by the employee.
- 3.4 Employees who choose to become a member of the Union may resign their membership at any time by notifying the Union but may still be responsible for dues and fees for a period of sixty (60) days after notifying the Union as set forth in Section 3.2.

- 3.5 The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.
- 3.6 Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- 3.7 The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- 3.8 If there is an increase or decrease in Union payroll deductions, as determined, and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
- 3.9 The employer agrees to deduct Union dues on a per pay basis from the pay of the employees who have requested that such deductions be made as set forth in Section 3.3.

#### **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 their 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 their 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 their 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, between Monday and 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 their 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 their 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, they 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 their 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 their designee and the Union.
- 8.5 All recommendations and reports from the Safety Committee shall be in writing and submitted to the Chief or their designee; the Chief or their 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 their 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, they 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:

##### **Suppression Division**

- A. To the rank of Fire Lieutenant Shall be the senior Employee of the Fire Department.
- (a) Shall be the senior Employee of the Fire Department having completed five (5) years with the Department.
- (b) In the event that no promotion occurs under (a), then the firefighter with the greatest seniority with the fire department shall be promoted.

- (c) Must, prior to appointment, have all licenses, certifications, training, and prerequisites marked 'prior' in Appendix C.

B. To the rank of Fire Captain

- (a) Shall be the senior Fire Lieutenant.
- (b) Must have 5 years as a line officer with the Shelby Township Fire Department.
- (c) In the event that no promotion occurs under (b), then the Fire Lieutenant with the greatest seniority with the fire department shall be promoted.
- (d) Must prior to appointment have all licenses, certifications, training, and prerequisites marked "prior" in Appendix C.
- (e) Must have at least an associate degree.
- (f) The Department shall maintain a minimum of three (3) Captains through attrition to be located at Fire Station 1 and rotated as needed.

C. To the rank of Battalion Chief

- (a) Shall be the highest senior Fire Captain having at least (2) years' time in grade and five (5) years as a line officer with the Shelby Township Fire Department.
- (b) In the event no promotion occurs under (a), then the Fire Captain with the greatest seniority with the Shelby Township Fire Department shall be promoted.
- (c) In the event no promotion occurs under (a) and (b), then the Fire Lieutenant with the greatest seniority with the Shelby Township Fire Department shall be promoted.
- (d) Must prior to appointment have all licenses, certifications, training, and prerequisites marked "prior" in Appendix C.
- (e) Must have at least an associate degree.

**Prevention Division**

D. To the rank of Fire Inspector

- (a) Shall be the senior Employee of the Fire Department
- (b) Must have completed a minimum of five (5) years of employment with the Department.
- (c) In the event that no promotion occurs under (b), then the firefighter with the greatest seniority in the fire department shall be promoted.

- (d) Must be able to obtain and maintain all licenses, certifications, training, and prerequisites as marked 'prior' in Appendix C.
- (e) Employees shall not be deemed to have completed the probationary period for this position until State Fire Inspector I certification is obtained.

E. To the rank of Deputy Marshal

- (a) Shall be the senior Fire Inspector.
- (b) If appointed, shall assume the duties of the Emergency Management Coordinator.
- (c) Must prior to appointment have all licenses, certifications, training, and prerequisites marked "prior" in Appendix C.
- (d) 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.
- (e) Must have at least an associate degree.
- (f) The probationary period shall not be extended during the program for Professional Emergency Manager designation.

F. To the rank of Fire Marshal

- (a) The Deputy Marshal (if any) shall be promoted.
- (b) In the event no promotion occurs under (a), 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.
- (c) In the event no promotion occurs under (b), 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.
- (d) Under (a), (b) and (c) above, the employee must prior to appointment have and maintain certification as a State Fire Inspector and have all licenses, certifications, training, and prerequisites marked 'prior' in Appendix C.
- (e) Must have at least an associate degree.

## Training Division

### G. To the rank of Training Lieutenant

- (a) Shall be the senior Employee of the Department, having completed a minimum of five (5) years of employment with the Department.
- (b) In the event no promotion occurs under (a), then the senior Employee with the Shelby Township Fire Department shall be promoted.
- (c) Must, prior to appointment, have all licenses, certifications, training, and prerequisites as marked 'prior' in Appendix C.
- (d) Employees shall not be deemed to have completed the probationary period for this position until such State Certified Fire Instructor I and CPR Instructor certifications are obtained.

### H. To the rank of EMS Coordinator –

- (a) Shall be the Training Lieutenant of the Fire Department.
- (b) Must have a minimum of five (5) years' time as a paramedic.
- (c) In the event no promotion occurs under (a), then the senior Lieutenant with the Shelby Township Fire Department shall be promoted.
- (d) Must prior to appointment obtain and maintain an EMS Instructor Coordinator and Certified CPR Instructor and have all licenses, certifications, training, and prerequisites as marked 'prior' in Appendix C.
- (e) Must have at least an associate degree.

### I. To the rank of Chief of Training

- (a) Any employee within the Training Division having a minimum of two (2) years' time in the Training Division and who has the greatest seniority with the Shelby Township Fire Department shall be promoted.
- (b) In the event no promotion occurs under (a), then any Training Division employee regardless of time in the Training Division who has the greatest seniority with the Shelby Township Fire Department shall be promoted.

- (c) 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.
- (d) Must have at least an associate degree.
- (e) The employee must prior to appointment have all licenses, certifications, training, and prerequisites marked "prior" in Appendix C.

J. To the rank of Assistant Chief:

Promotions to the rank of Assistant Fire Chief shall be determined by an Assessment Center selected by the Fire Chief. The ranks eligible to compete at the Assessment Center are as follows: Fire Captain; Battalion Chief; Chief of Training; EMS Coordinator; Deputy Marshal; Fire Marshal.

To be eligible to participate at the Assessment Center, employees must have at least an associate degree. The minimum overall passing score at the Assessment Center shall be 75%. The Assessment Center shall be used to establish an Eligibility List. The employer will select from one of the two most senior persons on the eligibility list. Should a person that is offered the position decline, then the next most senior person on the eligibility list shall be added to the rule of two, and so on. The Assistant Chief shall be a 40-hour/week position and shall meet and maintain all licenses, certifications, and training in Appendix C.

- K. Reasonable training costs for any licenses, certifications, training, and prerequisites required for promotion shall be paid by the Department and shall be conducted on Department time. The employee must be given at least three (3) months' notice prior to the start date of the class. The Employee may voluntarily attend training without three months' advance notice.

The department will make every effort to ensure that all employees are given ample opportunity to obtain all the training that is required prior to a promotion. The department understands that attendance may not be possible due to prior commitments and will make every effort to continue to seek avenues for the employee to obtain the required training.



It is also recognized that it is the employee's responsibility to seek out assistance from the department in order to continue their training after it has been offered.

- L. If an employee can demonstrate that training required for a promotion was not offered and made available to them through the Employer, within the twenty-four months prior to being offered a promotion and was not given the required minimum notice, they are to be treated as though the training had taken place, and that it was successfully completed. The employee must complete the training at the next available date(s) it is offered or made available through the Employer. 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 their 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 participate in an Assessment Center 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) NFPA Fire Officer I, II, certification, or current equivalent. NFPA Fire Officer III certification effective 12/31/2027.
- d) NIMS 100, 200, 300, 400, 700, 800 certifications.
- 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.

For internal candidates, one (1) seniority point will be added to the final Assessment Center score for every four (4) years of completed service with the Shelby Township Fire Department up to a maximum of six (6) seniority points. A candidate must have a composite score of seventy-five percent (75%) or above to be placed on the eligibility list.

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 4<sup>th</sup> 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.

- 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 they 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: Lateral Hires**

- 12.1 A lateral hire of a Firefighter/Medic with Two Years' Experience: A Firefighter Medic candidate who accepts employment and on the date of application to the Department with more than two (2) full years, but not more than three (3) full years of practical working experience as a full-time certified Firefighter Medic with another agency will begin employment at the two (2) year step of the wage schedule pursuant to the schedule in Addendum A.

A lateral hire of a Firefighter/Medic with three years' experience: A Firefighter Medic candidate who accepts employment and on the date of application to the Department with more than three (3) full years of practical working experience as a full-time certified Firefighter Medic with another agency will begin employment at the three (3) year step of the wage schedule pursuant to the schedule in Addendum A.

## **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 their designee within ten (10) days of the alleged grievance(s). Either the Employee or the Fire Chief or their 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 their 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 their 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 their 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 their 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 them 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 their personnel file, they 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:

Effective January 1, 2023: The base wages for all employees in the Firefighter and Firefighter/Paramedic classification shall increase by five percent (5%) fully retroactive.

Effective January 1, 2024: The base wages for all employees in the Firefighter and Firefighter/Paramedic classification shall increase by three percent (3%).

Effective January 1, 2025: The base wages for all employees in the Firefighter and Firefighter/Paramedic classification shall increase by three Percent (3%).

Effective January 1, 2026: The base wages for all employees in the Firefighter and Firefighter/Paramedic classification shall increase by two percent (2%).

Effective January 1, 2027: The base wages for all employees in the Firefighter and Firefighter/Paramedic classification shall increase by two percent (2%).

All other wages will be set as follows: Fully Retroactive for 2023.

<u>Position</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
<b><u>FIRE LIEUTENANT / TRAINING LIEUTENANT / FIRE INSPECTOR</u></b>						
Annual	\$ 87,468	\$ 91,841	\$ 95,498	\$ 99,291	\$ 102,223	\$ 104,268
<b><u>DEPUTY MARSHAL / EMS COORDINATOR / CAPTAIN</u></b>						
Annual	\$ 92,124	\$ 96,730	\$ 100,002	\$ 103,930	\$ 106,956	\$ 109,095
<b><u>FIRE MARSHAL / CHIEF OF TRAINING / BATTALION CHIEF</u></b>						
Annual	\$ 102,011	\$ 107,112	\$ 110,813	\$ 115,066	\$ 118,314	\$ 120,680
<b><u>ASSISTANT FIRE CHIEF</u></b>						
Annual	\$ 109,661	\$ 115,144	\$ 118,921	\$ 123,417	\$ 125,886	\$ 128,404

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 their 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 The specialty teams in the Fire Department are Dive Rescue, Swiftwater Rescue; Technical Rescue; Tactical Response Unit; FEO; Peer Support and HazMat. For each specialty team that an employee is on, the employee shall receive \$250.00 annually. Effective January 1, 2024, for each specialty team that an employee is on, the employee

shall receive \$500.00 annually. Each specialty team shall have a Team Leader designated by the Fire Chief. Each Team Leader shall be paid an additional \$500.00 annually. In order to be eligible for the bonus, the employee must obtain all training required by the Team Leader with the approval of the Fire Chief, 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 as determined by the Fire Chief in consultation with the applicable Team Leader. 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 their 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, they shall be paid at one and one-half (1-1/2) times their 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, they 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, they shall be paid for time actually worked. The Employee 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 their designee. After the Employee is counted as manpower, they 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 their regularly scheduled hours, and by working just their 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 their 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 their regular straight-time compensation and any applicable FLSA statutory overtime for their regularly scheduled work shifts, time-and-one-half\* pay for all hours worked outside of their 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 31<sup>st</sup> 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 31<sup>st</sup>, 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 their immediate family, which necessitates the Employee's absence from work.
- F. The Fire Chief or their 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 their 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 (180<sup>th</sup>) 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 their base wage. The Employee shall continue to receive all their benefits and accruals. The Employee may opt to use their 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

<b><u>Age of Disablement</u></b>	<b><u>Duration of Benefit</u></b>
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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 their duty, shall be paid by the Township at their base rate of pay for the duration of their injury or sickness without loss of seniority until such time as the Employee is eligible for a service connected disability retirement.
- B. If an Employee is placed on a service connected disability retirement, they shall continue to receive an amount equal to their base rate of pay less the amount the Employee receives from the Pension System until they are 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, they 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, they 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 their duty, shall be paid by the Township at their 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, they 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 the Employee 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 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 and a monthly

amount equal to the employer contribution of \$100.00 on the first and second paycheck to the Medical Expense Reimbursement Plan (MERP until the 25<sup>th</sup> anniversary of the Employee's date of hire, provided they continue 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 their employment with the Employer, the Employer will provide health insurance benefits for such Employee, spouse and dependents. This coverage shall be equal to the coverage provided to a regular employee in the bargaining unit. Such coverage shall be provided until the 25<sup>th</sup> 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 25<sup>th</sup> 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 their 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 their or her employment with the Employer. An Employee who is found to be permanently incapacitated to the extent that they are 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 their 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 they are 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 their 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, they 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 their designee.
  2. The member shall be returned to the position they held prior to their 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 their 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 their 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 the Employee has completed six (6) months of service at which time they 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 their 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 their 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. 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 twenty-six (26) 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 their 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, their 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, their spouse at time of retirement and dependent children. This coverage shall be equal to the coverage that such Employee had at the date of their retirement. The Employer shall not be required to provide coverage, which duplicates other insurance coverage. Employees hired after August 18, 2010, upon retirement, shall not be eligible for retiree healthcare through the Township, but instead shall participate in the Medical Expense Reimbursement Plan (MERP) as described below in section 22.6.
- 22.6 For Employees hired after August 18th, 2010 ("Defined Class"), the Township and Employee will participate in the IAFF Medical Expense Reimbursement Plan (hereafter, the "MERP") of the WSCFF Employee Benefit Trust (hereafter, the "Trust") for retirement healthcare costs.

**Contributions.** The Employer shall withhold a mandatory contribution of \$75.00 on the first and second paycheck each month on a pre-tax basis from the pay of every employee in the Defined Class. The Employer shall contribute a mandatory contribution of \$100.00 on the first and second paycheck each month on a pre-tax basis for every employee in the Defined Class. The Employer shall transmit the contributions

referenced in this Section to the Trust within 30 days of the date that the payment would have been payable to the employee. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

**Reporting to the Trust Office.** The Employer shall provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates whenever requested from the Trust in the format requested.

**Lump Sum Contributions.** Effective upon ratification of the 2023-2027 collective bargaining agreement, for each employee in the Defined Class, the Employer agrees to make a lump sum contribution equal to \$200.00 for each full month of service completed by an employee hired from August 18th, 2010, through the month that payroll contributions begin. This contribution will be transferred to the fund in accordance with the rules set by the Board of Trustees of the Trust.

**RMSA Language:** If now or in the future it is permissible under IRS Codes to transfer the balances of all bargaining unit members with a Retirement Medical Savings Account to the IAFF MERP Trust then Employees in the Defined Class may agree to collectively, to transfer the accounts.

- 22.7 Upon attainment of eligibility for medical insurance under the Social Security Act, a retiree and/or their 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 their 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 their 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 they do not wish coverage until the Township's next open enrollment period.
- (c) The Employee will either (1) prove to Employer that their 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 their 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 they exercise the election, may reinstate coverage in the event alternative coverage under which they were covered is terminated, but in such case the Employee shall cease to receive the

compensation granted in section 22.9. 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 their 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 their 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 their ten (10) years of service immediately preceding their 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 their 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 their 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 their 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 seven (7%) percent of their base wage via payroll deduction to the Pension Plan. The Township shall contribute an amount equal to twelve (12%) 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 their base pay for the prior two (2) week pay period for each of the following holidays; provided they were 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 their 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 Vacation picks will be held each December for the next year. Picks will be made based on seniority. Vacations shall not exceed six (6) consecutive working days unless agreed to by the remaining members of the same platoon. 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 four (4) 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.

26.3. Vacation may not be scheduled in less than six (6) hour increments for fifty-six (56) hour Employees and one (1) hour increments for forty (40) hour Employees.

26.4 An Employee may carry vacation time from one (1) year to the next, but on January 1st of each calendar year, they 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.

- 26.5 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.
- 26.6 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.
- 26.7 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 their 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 their designee.

29.2 Clothing Allowance Provision:

A. All newly hired Employees of the Fire Department after September 1, 2023, shall receive the following:

Two (2) pair of duty pants, one (1) duty belt, one (1) pair of duty boots, one (1) department polo, one (1) S/S class B shirt, one (1) L/S class B dress shirt, and three (3) department t-shirts.

If an employee separates employment prior to completing probation, they will return the clothing provided in 29.2 A

B. Employees who complete probation after July 1, 2023, upon completion of the probationary period , in accordance with Civil Service Act 78, a new employee shall be issued their initial Class A uniforms which shall consist of one (1) dress coat, one (1) dress pants, one (1) uniform cap with badge, two (2) breast badges, one (1) tie, and one (1) pair of dress shoes.

Commencing with the second fiscal year after the date of their 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 their day off shall be paid at the rate of one and one-half (1 ½) times their 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 their 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 their 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 with a minimum grade of "C" or equivalent score. 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 their 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 \$4,500.00 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.
- 32.2 For a Fire Department Employee to be eligible for tuition reimbursement under this Article, the Employee must agree to repay any and all tuition reimbursement payments disbursed to the Employee within the three years immediately preceding the Employee's separation from the Township. Further, the Employee must execute an agreement promising to repay the Township as provided in this Section. Such agreement shall also provide that the Employee consents to Employer withholding such amount from Employee's last paycheck, which will include all unpaid benefit time payments, in compliance with MCL 408.471 et seq. This Section 32.2 does not apply to employees in the department who are eligible to retire or separate employment due to a disability.

### **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 is the employee 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. Effective January 1, 2024, the Department annual food allowance will increase to one thousand two hundred and fifty dollars (\$1,250.00) payable 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. Effective July 1st, 2024, probationary Employees shall receive Three and 42/100 (\$3.42) 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. Effective upon ratification of the 2023-2027 collective bargaining agreement, the calculation for food allowance reimbursement during a service-connected disability or light duty assignment, shall be calculated as if the employee is a 56-hour employee for the first six months on disability leave or light duty assignment.

#### **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, 2027.
- 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, 2027. 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, 2027, 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. 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: Drug and Alcohol Use and Testing**

- 39.1 The Employer and the Union are committed to providing a drug-free workplace. It is our goal to protect the health and safety of employees and the public and to promote a safe, productive workplace. Upon reasonable suspicion, the Township may require an employee to submit to a drug or alcohol test. Reasonable suspicion is the quantity of proof or evidence that is more than a hunch, but less than probable cause. It must be based on specific, objective facts and any derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect that the

individual is or has been using drugs, including medical and recreational marijuana, while on or off duty or is under the influence of alcohol if on duty (defined as a Blood Alcohol Content (BAC) of 0.02 or more). Discipline shall be subject to just cause provisions. The Township shall provide prior written notice to the Employee and the Association as to the facts constituting reasonable suspicion. Nothing herein shall limit the Association's ability to contest the Township's basis of facts constituting reasonable suspicion through the grievance procedure.

#### **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 a twenty-five mile radius from Shelby Township's furthest border):

- Assistant Chief
- 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 their 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 their 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 their home overnight, which includes travel during their normal working hours and normal hours of on a non-working day unless the Employee spends time traveling outside of their 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 their 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.

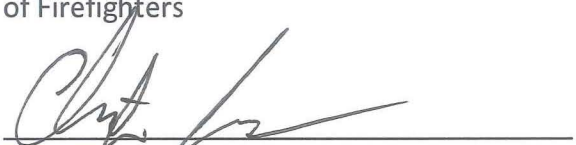
In witness whereof, the undersigned have executed this collective bargaining Agreement this 21<sup>st</sup> day of November 2023

Charter Township of Shelby


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



Richard Stathakis, Supervisor



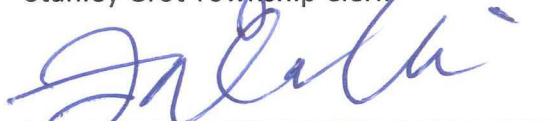
Christopher Jenuwine, Local President



Stanley Grot Township Clerk



Dennis Brantley



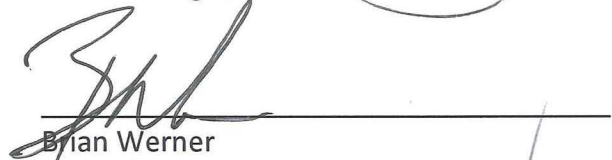
James Carabelli, Treasurer



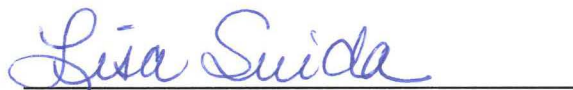
Matthew Signorello



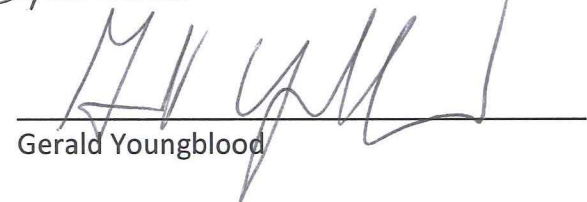
Franklyn Pierce, Fire Chief



Brian Werner



Lisa Suida, HR Director



Gerald Youngblood

# Appendix A

Charter Township of Shelby  
 Shelby Twp. Firefighters' Association, Local 1338  
 Wage Rates, Effective 01/01/23 through 12/31/27

Position	2022	2023 5%	2024 3%	2025 3%	2026 2%	2027 2%	
<b>FIREFIGHTER</b>	Entry	\$ 45,256	\$ 47,519	\$ 48,945	\$ 50,413	\$ 51,421	\$ 52,449
	Hourly 35	\$ 15,542	\$ 15,818	\$ 16,305	\$ 17,120	\$ 17,353	\$ 18,013
	Hourly 40	\$ 21,737	\$ 22,847	\$ 23,533	\$ 24,237	\$ 24,715	\$ 25,255
	One Year	\$ 51,290	\$ 53,855	\$ 55,471	\$ 57,135	\$ 58,278	\$ 59,444
	Hourly 35	\$ 17,038	\$ 18,484	\$ 19,049	\$ 19,620	\$ 20,035	\$ 20,423
	Hourly 40	\$ 24,252	\$ 25,351	\$ 26,438	\$ 27,493	\$ 28,013	\$ 28,575
	Two Year	\$ 57,323	\$ 60,189	\$ 61,995	\$ 63,855	\$ 65,132	\$ 66,435
	Hourly 35	\$ 19,251	\$ 20,899	\$ 21,385	\$ 21,922	\$ 22,359	\$ 22,842
	Hourly 40	\$ 27,651	\$ 28,937	\$ 29,523	\$ 30,166	\$ 30,713	\$ 31,336
	Three Year	\$ 63,359	\$ 66,527	\$ 68,523	\$ 70,579	\$ 71,991	\$ 73,431
	Hourly 35	\$ 21,759	\$ 23,468	\$ 23,913	\$ 24,519	\$ 24,922	\$ 25,287
	Hourly 40	\$ 30,491	\$ 31,904	\$ 32,548	\$ 33,222	\$ 33,811	\$ 34,424
	Four Year	\$ 69,392	\$ 72,862	\$ 75,048	\$ 77,299	\$ 78,845	\$ 80,422
	Hourly 35	\$ 23,287	\$ 25,021	\$ 25,473	\$ 26,040	\$ 26,515	\$ 27,014
	Hourly 40	\$ 33,385	\$ 35,038	\$ 35,608	\$ 36,199	\$ 36,743	\$ 37,314
	Five Year	\$ 75,427	\$ 79,198	\$ 81,574	\$ 84,021	\$ 85,701	\$ 87,415
	Hourly 35	\$ 25,201	\$ 27,197	\$ 27,653	\$ 28,234	\$ 28,723	\$ 29,239
	Hourly 40	\$ 35,220	\$ 36,769	\$ 37,483	\$ 38,247	\$ 38,924	\$ 39,624

Position	2022	2023 5%	2024 3%	2025 3%	2026 2%	2027 2%	
<b>FIREFIGHTER/MEDIC</b>	Entry	\$ 49,983	\$ 52,482	\$ 54,056	\$ 55,678	\$ 56,792	\$ 57,928
	Hourly 35	\$ 17,364	\$ 18,027	\$ 18,682	\$ 19,322	\$ 19,827	\$ 20,399
	Hourly 40	\$ 24,000	\$ 25,217	\$ 25,968	\$ 26,763	\$ 27,398	\$ 28,090
	One Year	\$ 56,648	\$ 59,480	\$ 61,264	\$ 63,102	\$ 64,364	\$ 65,651
	Hourly 35	\$ 18,493	\$ 19,426	\$ 20,355	\$ 21,289	\$ 22,090	\$ 22,880
	Hourly 40	\$ 27,245	\$ 28,592	\$ 29,498	\$ 30,376	\$ 31,142	\$ 31,930
	Two Year	\$ 63,311	\$ 66,477	\$ 68,471	\$ 70,525	\$ 71,936	\$ 73,375
	Hourly 35	\$ 21,744	\$ 22,826	\$ 23,514	\$ 24,218	\$ 24,793	\$ 25,368
	Hourly 40	\$ 30,430	\$ 31,801	\$ 32,518	\$ 33,263	\$ 33,948	\$ 34,674
	Three Year	\$ 69,976	\$ 73,475	\$ 75,679	\$ 77,949	\$ 79,508	\$ 81,098
	Hourly 35	\$ 24,002	\$ 25,218	\$ 25,967	\$ 26,763	\$ 27,398	\$ 28,090
	Hourly 40	\$ 33,642	\$ 35,324	\$ 36,184	\$ 37,076	\$ 37,829	\$ 38,634
	Four Year	\$ 76,639	\$ 80,471	\$ 82,885	\$ 85,372	\$ 87,079	\$ 88,821
	Hourly 35	\$ 25,918	\$ 27,534	\$ 28,423	\$ 29,313	\$ 29,998	\$ 30,707
	Hourly 40	\$ 35,345	\$ 36,980	\$ 37,846	\$ 38,742	\$ 39,485	\$ 40,264
	Five Year	\$ 83,303	\$ 87,468	\$ 90,092	\$ 92,795	\$ 94,851	\$ 96,544
	Hourly 35	\$ 28,098	\$ 29,837	\$ 30,682	\$ 31,564	\$ 32,298	\$ 33,083
	Hourly 40	\$ 38,045	\$ 40,019	\$ 41,135	\$ 42,313	\$ 43,553	\$ 44,854

Position	2022	2023	2024	2025	2026	2027
<b>FIRE LIEUTENANT</b>	\$ 87,468	\$ 91,841	\$ 95,498	\$ 99,291	\$ 102,223	\$ 104,268
<b>TRAINING LIEUTENANT</b>	\$ 39,037	\$ 41,538	\$ 42,784	\$ 44,092	\$ 45,104	\$ 46,063
<b>FIRE INSPECTOR</b>	\$ 42,061	\$ 44,164	\$ 45,812	\$ 47,381	\$ 48,147	\$ 49,128

Position	2022	2023	2024	2025	2026	2027
<b>DEPUTY MARSHAL</b>	\$ 92,124	\$ 96,730	\$ 100,002	\$ 103,930	\$ 106,956	\$ 109,095
<b>EMS COORDINATOR</b>	\$ 31,830	\$ 33,217	\$ 34,342	\$ 35,490	\$ 36,724	\$ 37,868
<b>FIRE CAPTAIN</b>	\$ 44,294	\$ 46,348	\$ 48,079	\$ 49,583	\$ 51,122	\$ 52,445

Position	2022	2023	2024	2025	2026	2027
<b>FIRE MARSHAL</b>	\$ 102,011	\$ 107,112	\$ 110,813	\$ 115,066	\$ 118,314	\$ 120,680
<b>CHIEF OF TRAINING</b>	\$ 35,030	\$ 36,780	\$ 38,049	\$ 39,514	\$ 40,828	\$ 42,142
<b>BATTALION CHIEF</b>	\$ 49,048	\$ 51,492	\$ 53,278	\$ 55,322	\$ 56,857	\$ 58,092

Position	2022	2023	2024	2025	2026	2027
<b>ASSISTANT FIRE CHIEF</b>	\$ 109,661	\$ 115,144	\$ 118,921	\$ 123,417	\$ 125,886	\$ 128,404
Hourly 35	\$ 37,553	\$ 39,542	\$ 40,833	\$ 42,362	\$ 43,291	\$ 44,268
Hourly 40	\$ 52,728	\$ 55,357	\$ 57,176	\$ 59,336	\$ 61,521	\$ 63,727



## 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.

Appendix C

	Rank	FF Lieutenant	Fire Inspector	Training Lieutenant	Fire Captain	Battalion Chief	Deputy Marshal	Chief of Training	Fire Marshal	EMS Coordinator	Assistant Chief	Chief
	Paramedic	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	Prior/ Maintain	
Fire Officer Classes	Fire Officer I	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	Fire Officer II				Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	Fire Officer III				Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	OR											
	Company Officer I	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	Company Officer II					Prior	Prior	Prior	Prior	Prior	Prior	Prior
	OR											
	NFPA Fire Officer I	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	NFPA Fire Officer II	Obtain	Obtain	Obtain	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	NFPA Fire Officer III (Prior-Effective 1/1/2028)				Obtain	Obtain	Obtain	Obtain	Obtain	Obtain	Obtain	Obtain
NFPA Fire Officer IV (Obtain-Effective 1/1/2028 is implemented by the state.)						Obtain-Effective 1/1/2028	Obtain-Effective 1/1/2028	Obtain-Effective 1/1/2028	Obtain-Effective 1/1/2028	Obtain-Effective 1/1/2028		
Incident Safety Officer	Obtain	Obtain	Obtain									
NIMS	100	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	200	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	300	Obtain	Obtain	Obtain	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	400				Obtain	Prior	Obtain	Prior	Prior	Obtain	Prior	Prior
	700	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
	800	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
Prevention Division	Fire Inspector I- State Certified		Obtain/Maintain				Prior/ Maintain		Prior/ Maintain			
	Fire Inspector II		Mutually Optional				Mutually Optional		Mutually Optional			
	Plans Examiner		Mutually Optional						Mutually Optional			
	Fire Investigation		Obtain									
	Basic Michigan PEM Courses						Obtain					
Training Division	Fire Instructor I- State Certified			Obtain/ Maintain				Prior/Maintain		Prior/ Maintain		
	Fire Instructor II- State Certified							Prior/Maintain		Obtain/Maintain		
	EMS Instructor Coordinator- State Certified							Prior/Maintain		Prior/ Maintain		
	CPR Instructor			Obtain				Prior/Maintain		Prior/ Maintain		
Associate Degree					Prior	Prior	Prior	Prior	Prior	Prior	Bachelor's	

The probation period will be extended for only those certifications that are marked as "prior" or specifically stated in Article 11.2 Promotions.

**LETTER OF UNDERSTANDING**  
**BETWEEN CHARTER TOWNSHIP OF SHELBY**

**AND**

**SHELBY TOWNSHIP FIREFIGHTERS' ASSOCIATION LOCAL 1338**

This Letter of Understanding ("LOU") is entered into this 20th day of November 2020, between the Charter Township of Shelby ("the Township"), and the Shelby Township Firefighters' Association Local 1338 ("the Union"). The Township and the Union are collectively referred to as "the parties."

WHEREAS, the Township and the Union are parties to a collective bargaining agreement, hereinafter referred to as "CBA," which is in effect from January 1, 2018, until December 31, 2022;

WHEREAS, the collective bargaining agreement includes the rank of Firefighter Medic;  
and

WHEREAS, positions in this Bargaining Unit are governed by Act 78 of the Public Acts of 1935, as amended, MCL 38.501, et. seq.

WHEREAS, the Township and the Union have a need to implement an ongoing application and adjustable eligibility list for the position of Firefighter Medic in the Fire Department.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Notwithstanding Act 78 or any other rule to the contrary, the Township will establish a recruiting practice that includes ongoing acceptance of applications and a revolving eligibility list. The process shall include:
  - a. The human resource department will download a list of interested firefighter medic candidates from the EMPCO website and invite the candidates to complete an application with Charter Township of Shelby. Candidates will be invited one time each 12 month period in which they appear on the list.
  - b. The human resource department will complete a prescreening background check and verify all requirements to be hired in the position of firefighter medic as established by the Act 78 Civil Service Commission are met.
  - c. Candidates disqualified during the initial screening by the human resources department may appeal to the Act 78 Civil Service Commission within 10 days of being notified they have been disqualified.
  - d. Qualified candidates will complete a physical assessment and oral interview as job openings necessitate and at the request of the Fire Chief to the Human Resource Department.
  - e. The minimum passing score for each section of the examination shall be at least 70%. Sections of the examination will be weighted as follows. Written examination 25%, Physical Agility Assessment 25%, Oral Interview 50%.

- f. Based upon the EMPCO written score, the physical assessment, and the oral panel an Eligibility List will be re-ranked by the Human Resource Department with all candidates ranking updated each time a new list of candidates is downloaded and the screening process is completed.
  - g. Candidates will remain on the Eligibility List for 12 months.
  - h. The rule of five will be used to determine employment offers to candidates.
2. Upon the request of either party, the provisions of this Letter of Understanding shall expire on December 31, 2021.

FOR THE CHARTER TOWNSHIP  
OF SHELBY

By: Lisa Sucka

Date: 11-20-2020

FOR THE SHELBY TOWNSHIP  
FIREFIGHTERS' ASSOCIATION

By: K. Kraft

Date: 11/22/2020

**LETTER OF UNDERSTANDING**  
**BETWEEN CHARTER TOWNSHIP OF SHELBY**  
**AND**  
**SHELBY TOWNSHIP FIREFIGHTERS' ASSOCIATION LOCAL 1338**

This Letter of Understanding ("LOU") is entered into this 18th day of October between the Charter Township of Shelby ("the Township"), and the Shelby Township Firefighters' Association Local 1338 ("the Union"). The Township and the Union are collectively referred to as "the parties."

WHEREAS, the Township and the Union are parties to a collective bargaining agreement, hereinafter referred to as "CBA," which is in effect from January 1, 2023, until December 31, 2027;

WHEREAS, the collective bargaining agreement includes the rank of Firefighter Medic; and the parties agree and understand that Firefighter I & II and a paramedic license is required by law to perform the job duties of a Firefighter/Medic;

WHEREAS, recruiting to fill department vacancies with qualified candidates has become challenging in the current labor market;

WHEREAS, the Township and the Union have mutually identified a need to adapt the hiring qualifications for the position of Firefighter in the Fire Department.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Employment of applicants with a State of Michigan Firefighter I & II certification, but who do not hold a Paramedic License.
  - a. Qualified applicants to the Shelby Township Fire Department who hold a State of Michigan Firefighter I & II certification, but not a Paramedic License may be offered a probationary position in the Department in the position of "Firefighter" as identified in Appendix A of the Collective Bargaining Agreement.
  - b. The employee will start employment as "Firefighter/Medic Trainee" and be paid at the entry level Firefighter wage and advance at the designated yearly schedule.
  - c. The employee will be promoted to "Firefighter/Medic" upon the date of receipt of their Paramedic License.
  - d. Employees of the Shelby Township Fire Department who are hired as a Firefighter, and who do not have a Paramedic License, will have two (2) years from the date of hire to obtain a State of Michigan Paramedic License. This term may be extended by the mutual agreement of the employee, the Union, and the Fire Chief for up to one year.
  - e. Employees may choose to pay for their paramedic schooling at their own cost or choose to have the Department pay for it under the provisions set forth below in section f, Paramedic Tuition Repayment.

- f. Paramedic Tuition Repayment
  - i. The cost of tuition for Paramedic school will be paid by the Department, provided the employee executes an educational repayment agreement promising to repay the Department as provided below. Expenses related to transportation such as parking, mileage, and vehicle use shall not be part of this payment. Books shall be paid for by and returned to the Employer.
  - ii. Attendance at Paramedic school during on-duty hours is permitted with the approval of the Fire Chief.
  - iii. To be eligible for tuition payment, the employee must execute an education repayment agreement where he or she agrees to repay any and all tuition payments within the sixty months immediately preceding the Employee's separation from the Department. Such education repayment agreement shall also provide that the Employee consents to Employer withholding such amount from Employee's last paycheck, which will include all unpaid benefit time payments, in compliance with MCL 408.471 et seq.
- g. All employees attending paramedic class will sign a Family Educational Rights and Privacy Act (FERPA) release/consent to allow the Shelby Township Fire Department to ensure the success of the employee while attending class and to track their progress. The employees must achieve satisfactory progress throughout the program.
- h. The Fire Department/Shelby Twp. will pay for the first two (2) attempts to pass the Paramedic Certification test. If the employee does not pass on the first two (2) attempts, the cost of additional tests and any refresher courses will be the employee's responsibility. If the employee is not able to obtain their Paramedic License within three (3) attempts, the employee shall be afforded the opportunity to resign or, alternatively, will be terminated.
- i. The Employee will remain on probation for six months after obtaining their Paramedic License for proper evaluation, with probation being no less than one year after their date of hire. The employee will remain an at-will employee until probation has been completed. Article 9.4 and Article 9.5 of the collective bargaining unit will remain in full effect throughout the entirety of the probationary period.
- j. The employee's work schedule will be set at the Department's discretion depending on their school/training schedule. Attendance while at training/school during regular working hours will be considered paid work time. Attendance outside of regular working hours at the school/training is not paid work time. The work schedule may be altered to accommodate the school/training schedule.
- k. The maximum number of Firefighters hired without a Paramedic License will be set at the Department's discretion.
- l. The number of firefighters sent to Paramedic school at one time will be at Department discretion.

2. Employment of persons with a Paramedic License, but who have not completed the Fire Academy and do not hold State of Michigan Firefighter I & II certifications.
  - a. Qualified applicants to the Shelby Township Fire Department who hold a State of Michigan Paramedic License, but not Firefighter I & II certifications, may be offered a probationary position in the Department in the position of "Firefighter" as identified in Appendix A of the Collective Bargaining Agreement.
  - b. The employee will start employment as "Firefighter/Medic Trainee" and be paid at the entry level Firefighter wage and advance at the designated yearly schedule.
  - c. The employee will be promoted from Firefighter/Medic Trainee to "Firefighter/Medic" after the completion of the Fire Academy and upon the date of receipt of their Firefighter I & II certifications.
  - d. Employees of the Shelby Township Fire Department who are hired as a Firefighter, and who do not have Firefighter I & II certifications, will have one (1) year from the date of hire to successfully complete the Fire Academy and the State of Michigan Firefighter I & II examinations. This term may be extended by the mutual agreement of the employee, the Union, and the Fire Chief for up to one year.
  - e. Employees may choose to pay for the Fire Academy and Firefighter I and II certification examinations at their own cost or choose to have the Department pay for it under the provisions set forth below in section f, Paramedic Tuition Repayment.
  - f. Fire Academy tuition
    - i. The cost of tuition for the Fire Academy and Firefighter I and II certification examinations will be paid by the Department, provided the employee executes an educational repayment agreement promising to repay the Department as provided below. Expenses related to transportation such as parking, mileage, and vehicle use shall not be part of this payment. Books shall be purchased by and returned to the Employer.
    - ii. Attendance at the Fire Academy during on-duty hours is permitted with the approval of the Fire Chief.
    - iii. To be eligible for tuition payment, the employee must execute an education repayment agreement where he or she agrees to repay any and all tuition payments within the sixty months immediately preceding the Employee's separation from the Department. Further, the Employee must execute an agreement promising to repay the Township as provided in this Section. Such education repayment agreement shall also provide that the Employee consents to Employer withholding such amount from Employee's last paycheck, which will include all unpaid benefit time payments, in compliance with MCL 408.471 et seq.
  - g. All employees attending the Fire Academy will sign a Family Educational Rights and Privacy Act (FERPA) release/ consent to allow the Shelby Township Fire

Department to ensure the success of the employee while attending class and to track their progress. The employees must achieve satisfactory progress throughout the program.

- h. The Fire Department/Shelby Twp. will pay for the first two (2) attempts at the Firefighter I & II Certification test. If the candidate is not able to pass the Firefighter I & II State Test the first time, a second testing opportunity will be given at Fire Department's expense as soon as another testing opportunity is available. If the employee is not able to obtain their Firefighter I & II Certification after the second attempt, the employee shall be afforded the opportunity to resign or, alternatively, will be terminated.
  - i. The Employee will remain on probation for six months after obtaining their Firefighter I & II certifications for proper evaluation, with probation being no less than one year after their date of hire. The employee will remain an at-will employee until probation has been completed. Article 9.4 and Article 9.5 of the collective bargaining unit will remain in full effect throughout the entirety of the probationary period.
  - j. The employee's work schedule will be set at the Department's discretion depending on their school/training schedule. Attendance while at training/school during regular working hours will be considered paid work time. Attendance outside of regular working hours at the school/training is not paid work time. The work schedule may be altered to accommodate the school/training schedule.
  - k. The maximum number of Firefighters hired without a Firefighter I & II certifications will be set at the Department's discretion.
  - l. The number of firefighters sent to the Fire Academy at one time will be at Department Discretion.
3. Nothing in this Agreement shall modify any other terms or conditions of the collective bargaining agreement but for that which is specifically set forth above.
4. This Letter of Understanding shall run concurrently as part of the collective bargaining agreement. Upon the expiration of this letter, employees who are in progression will maintain their status and complete the program under the terms set forth herein.

FOR THE CHARTER TOWNSHIP  
OF SHELBY

FOR THE SHELBY TOWNSHIP  
FIREFIGHTERS' ASSOCIATION

By: Lisa Swida

By: [Signature]

Date: 10/18/2023

Date: 10/18/2023



## 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

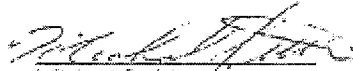
Employees on Limited Duty on either January 1 or July 1 of each year shall have vacation and/or sick time awarded as if they were still on a fifty-six hour schedule.

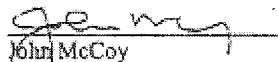
Employees Changing Shift as a Result "Permanent" Assignment Change


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:

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

  
Michael Smith  
Human Resource Director

  
John McCoy  
President, Local 1338

  
Date