

COLLECTIVE BARGAINING AGREEMENT

Between

PITTSFIELD CHARTER TOWNSHIP

And

**PITTSFIELD TOWNSHIP FIRE FIGHTERS UNION
(International Association of Fire Fighters)**

Contract Effective January 1, 2019 through December 31, 2021

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into this 1st day of January 2019, by and between Pittsfield Charter Township (hereinafter referred to as the "Township") and the Pittsfield Township Fire Fighters Union, also known as Local 3008 of the International Association of Fire Fighters (hereinafter referred to as the "Union"). The Agreement covers the calendar years of 2019 through 2021 and expires on December 31, 2021, under conditions further explained in Article 31.

ARTICLE 1 – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Township's success in establishing proper services to the community.

To these ends, the Township and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the Employees.

ARTICLE 2 – RECOGNITION, UNION SECURITY AND DUES

The Township recognizes the Union as the sole and exclusive bargaining representative of the Pittsfield Township Fire Department.

- (a) Membership - All full-time Fire Fighters of the Pittsfield Charter Township Fire Department, including the Fire Marshal, but excluding the Fire Chief, may be members of this Union.
- (b) 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.
- (c) The Employer agrees to make Union payroll deductions each pay period from the pay of the employees who have authorized that such deductions be made as set forth in Subsections (d) and (e).
- (d) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
- (e) Each employee who becomes a member of the Union after June 27, 2018, 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 irrevocable for the term of the applicable contract between the

Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

- (f) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.
- (g) Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.
- (h) 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.
- (i) 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.
- (j) 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).
- (k) 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.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Rights and Responsibilities. It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency are solely a responsibility belonging exclusively to the Township and hereby recognized, included by way of illustration and

not by way of limitations are: the rights to decide the number and location of Township fire personnel and facilities; the work to be performed within the unit; the scheduling of work days and hours and the necessity for overtime; the amount of supervision necessary within a unit; maintenance and repair of vehicles and equipment; methods; schedules of work; the selection, procurement, designing, engineering and control of equipment and materials: the right to enter into mutual aid pacts with other communities and the right to establish, maintain and enforce Rules and Regulations governing the operation of the Department and the Employees therein, providing that such Rules and Regulations do not specifically conflict with an expressed term of this Agreement.

Section 2. Selection and Direction of Work Force. It is further recognized that the rights and responsibilities for the selection and direction of the work force, including (but not by way of limitation) the right to hire (and establish all policies relevant thereto), suspend, discipline, assign, promote, lay off, transfer, discharge, or determine the amount of overtime to be worked are vested exclusively in the Township, provided that such rights shall not be exercised in such a manner as to specifically violate an expressed term of this Agreement.

Section 3. Chain of Command. It is recognized that the responsibility for directing the routine activities of the Employees on behalf of the Township is vested in the Director of Public Safety. The Director of Public Safety may delegate such authority in such a manner as he/she may determine and is consistent with applicable Township Rules and Ordinances. Until such time as the Township of the Township Supervisor authorizes other persons or entities to direct the activities of such Employees, by appropriate ordinance or otherwise, the Employees shall be obligated to obey the orders or directions of the Director of Public Safety and the established Chain of Command. It is further recognized that the right and responsibility for establishing an appropriate command structure is vested solely in the Director of Public Safety.

The Department shall provide Personnel Rules for use in the Department. In any conflict between the Township or Departmental Rules and this Agreement, this Agreement shall take precedence. It is agreed that a Union member shall be a part of a committee to discuss and inspect proposed Department Personnel Rules prior to their implementation.

ARTICLE 4 – SENIORITY

Section 1. Probationary Period. A new Employee shall complete a probationary period before being afforded seniority under this Agreement. Such probationary period shall begin on the date of hire of such Employee, and shall end one (1) year later. It is recognized that an Employee shall be employed on a trial basis only during his/her probationary period.

It is recognized that the Township may discipline and/or discharge an Employee during his/her probationary period without such Employee and/or Union having any further recourse whatsoever; provided, however, that the Township shall not discharge an Employee arbitrarily or capriciously during his/her probationary period.

Section 2. Seniority Lists. The seniority list on the date of this Agreement will show name and date of hire of all Employees of the Department entitled to seniority. The Township will keep the

seniority list up-to-date at all times and will provide the Union with up-to-date copies upon request of the Union.

- (a) Seniority shall be based on the full-time Employee's length of full-time service in the Department, commencing on the Employee's date of hire as a full-time Fire Fighter. When more than one person is employed with the same start date, his/her overall entrance employment test score shall determine seniority ranking.
- (b) Seniority shall not be affected by race, sex marital status or dependents of the Employee.
- (c)

Section 3. Loss of Seniority. An Employee shall lose his/her seniority for the following reasons only:

- (a) He/she quits the Township employment.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) If an Employee is absent without leave or fails to return to work from leave, he/she shall be deemed to have quit.
- (d) If any Employee is absent without leave, excepting as set forth in Paragraph (c) hereof, the Township shall make contact by written communication or by oral conversation in the presence of a Union officer and require the Employee to return to work. Failure to return as instructed shall constitute loss of seniority by discharge.
- (e) If he/she does not return to work when recalled from layoff as set forth in the recall procedure, he/she shall be deemed to have quit. In proper cases, exceptions shall be made with the consent of the Township.
- (f) He/she retires.

Section 4. Seniority of Fire Fighters. Notwithstanding his/her position on the seniority list, the President of the Union, in the event of layoff, shall be continued at all times provided he/she can perform any of the work available. This section shall apply only if the President is a permanent full-time Employee and shall have completed his/her probationary period.

Section 5. Layoff and Recall.

- (a) The first Employee to be laid-off shall be the Employee with the least seniority in the rank and classification affected. Further layoffs from the affected rank and classification shall be accomplished by the inverse order of seniority.
- (b) In the event an employee is laid off from a classification, the employee shall apply this seniority in a classification to bump the least senior employee in an equal or the next lowest

ranked classification which the employee has previously held, provided he/she has more seniority in said classification than the least senior employee in said classification. For example, in the event the Township reduces the number of Captains by one, the Captain with the least seniority as Captain would be removed from the Captain classification and bump the least senior Lieutenant, provided he/she has more seniority than the least senior Lieutenant. The "least senior Lieutenant" would then be laid off (assuming there is no other equal or lower-rank in the bargaining unit).

- (c) Employees who are laid off shall be recalled to their former rank in order of their rank seniority when the work force is to be increased.

Section 6. Notice of Layoff. The Director of Public Safety shall give written notice on behalf of the Township to the Employee and the Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least four (4) weeks before the effective date thereof.

Section 7. Retention of Seniority. If a member of the bargaining unit is promoted or voluntarily transfers to another position within the bargaining unit, he/she shall retain his/her seniority. If the Township does not wish to retain the member in this position within the first year, the member shall be returned to the highest previously held rank in the bargaining unit.

Section 8. Return of Previously Held Rank. If a member of the bargaining unit is promoted or voluntarily transfers to a position outside the bargaining unit within the Department of Public Safety, he/she shall retain his/her highest bargaining unit covered rank. If the Township does not wish to retain the member in the non-covered position within the first year, the member shall be returned to the highest previously held rank in the bargaining unit, and activate a bump-down process within the bargaining unit.

ARTICLE 5 – NO STRIKE/NO LOCKOUT

- (a) It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise during the terms of this Agreement. Recognizing the fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown, or a strike against the Township. The Township agrees during the same period, there will be no lockout.
- (b) The Township reserves the sole right to discipline any Employee or Employees up to and including discharge for violation of this section. Any appeal to the grievance procedure shall be limited to the questions of whether the Employee did in fact engage in any activity prohibited by this section.

ARTICLE 6 – UNION REPRESENTATIVES

Section 1. Union Executive Board. The Township recognizes the rights of the Union to elect an Executive Board consisting of a President, Vice President, Secretary and Treasurer.

The President, or in his/her absence, a member of the Executive Board, shall be permitted a reasonable time to investigate, present and process grievances on the premises of the Township Department without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the President's/Executive Board Member's regular working hours shall be considered working hours in computing compensation if within the regular schedule of the President/Executive Board Member.

Section 2. Information. Information necessary to evaluate grievances or for collective bargaining proposals will be supplied upon request.

Section 3. Compensation for Negotiations. The Township agrees to compensate an Employee for all hours lost from his/her regular schedule while he/she is in attendance at negotiation meetings with Township representatives.

ARTICLE 7 – GRIEVANCES

Section 1. Purpose. The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances.

Section 2. Informal Resolution. The informal resolution of difference or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

Section 3. Timely Action. The Township shall consider promptly all grievances presented and shall take such timely action as is required.

Section 4. Grievances Defined. The term "grievance" shall mean any dispute between the Township and the Union or between the Township and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of a specific article or section of this contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

Section 5. Grievance Procedure.

Step One. Grievance Procedure. An Employee who has a grievance shall discuss the complaint with his/her immediate supervisor, with or without the presence of his/her Union President. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The Employee shall have the right to discuss the complaint with his/her Union President before any discussion takes place with the supervisor. The supervisor shall make arrangements for the Employee to be off his/her job for a reasonable period of time in order to discuss the complaint with the Union President. In the absence of the Union President, the Employee shall be represented by the Vice President and in the absence of the Vice President, by either the Secretary or Treasurer.

Step Two. Grievance Procedure. If the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall report such grievance to his/her Union President as soon as

possible, but in any case, within seven (7) working days of the event giving rise to the grievance or within seven (7) working days of when he/she should have reasonably known of the event.

The written grievance shall be prepared in detail and shall contain the following information:

- (a) Name or names of Employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specification of contract article violated.
- (d) Date of grievance.
- (e) Witness to grievance, if any.
- (f) Relief being sought by the Union.
- (g) Names of individuals alleged to have violated the contract.
- (h) Any pertinent facts which will facilitate the investigation of the grievance.

The Union President shall then discuss the grievance with the Fire Chief in an attempt to resolve the grievance. This discussion shall be held within seven (7) working days of receipt of the grievance by the Union President and a decision in writing must be rendered by the Fire Chief within seven (7) working days with a copy of said decision going to the Employee and the Union President. Time limits may be extended by mutual written agreement of the parties.

Step Three. Grievance Procedure. If the grievance is not satisfactorily settled in Step Two after meeting with the Fire Chief, the Employee or the Union shall have the right to appeal in writing to the Director of Public Safety or his/her designee. The Employee or the Union President shall meet with the Director of Public Safety or his/her designee within seven (7) working days of presentation of the appeal. An answer, in writing, to the appeal shall be filed within seven (7) working days of the meeting. Time limits may be extended by mutual written agreement of the parties.

Step Four. Grievance Procedure. If the grievance is not satisfactorily settled in Step Three after meeting with the Director of Public Safety or his/her designee, the Union has the right to appeal, in writing, to the Township Supervisor. The Union President shall meet with the Township Supervisor and/or his/her designated representative within seven (7) working days of the presentation of the appeal. The Township Supervisor's answer, in writing, to the appeal, shall be filed within seven (7) working days after the meeting. Time limits may be extended by mutual written agreement of the parties.

Step Five. Grievance Procedure. If the answer of the Township Supervisor is unsatisfactory to both the Union and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree to an arbitrator within thirty (30) days, the services of MERC (Michigan Employment Relations Commission) shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

Section 6. Arbitration Costs. If a grievance is submitted to an arbitrator by the Union or the Township, under Step Five, the fees and expenses of such arbitration, including transcripts and stenographic services, shall be shared equally by the parties. Each party shall make arrangements to pay for the expenses of its own witnesses and exhibits.

Section 7. Power of the Arbitrator. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Township or the Union where such discretion has been retained by the Township or the Union, nor shall he/she exercise any responsibility or function of the Township or Union.

Section 8. Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Union and/or the Employee will be required to submit all available information at each step of the grievance procedure.

Section 9. No back pay or financial compensation shall be awarded prior to thirty (30) days from the date of filing of a written grievance.

ARTICLE 8 – COMPENSATION

Section 1. Wages. Included herein (Section 13, Wage Schedule) schedule showing the wage rates of the Employees covered by this Agreement.

Section 2. Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate. Upon recommendation of the Director of Public Safety, the Township may approve initial compensation at a higher rate than the base rate of the salary schedule.

Section 3. Starting Rate on Return from Military Service. Any employee who leaves or has left the Township's service to enter the active service of the armed forces of the United States and is subsequently reinstated into a position previously held by him/her shall be entitled to receive compensation at the step rate at which he/she entered military service, except he/she shall be entitled to receive all compensation increases granted at that step and grade during his/her period of military service.

Section 4. Continuous Service. Service requirements for advancement within the compensation schedule and for other purposes as specified shall include the requirements of continuous service, which means employment in the Township Fire Department service without break or interruption. Leaves of absence with pay, and authorized leaves of absence of thirty (30) days or less without pay, shall not interrupt continuous service nor be deducted there from. Authorized leaves of absence without pay in excess of thirty (30) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two work days shall not count towards service time and shall be deducted from the total service such Employee had prior to such absence without leave.

Section 5. Pay Periods. Employees shall be paid bi-weekly. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose upon the request of such Employee or of a Union representative.

Section 6. Work Schedule. Employees shall be scheduled to work at the discretion of the Director of Public Safety. Department seniority will be considered when determining assigned scheduling. Employees will not be assigned or scheduled in an arbitrary or capricious manner.

Section 7. Holiday Compensation. All 24 hr./day employees working scheduled shifts shall be paid \$3,000 holiday pay and all 40 hr./week employees working schedule shifts shall be paid \$1,000 holiday pay on the last pay in November.

An employee who works on any of the twelve (12) designated Township holidays as listed in the employee handbook will receive pay calculated as time and one-half the employee’s regular straight-time rate for all hours worked on the holiday. Holidays for non-shift and 40-hour personnel shall be the same as established for general Township Employees.

Section 8. Vacation Leave. Full-time employees shall be granted annual vacation leave with pay subject to the terms and conditions set forth below. The vacation year is the calendar year. Vacation leave days which can be earned within each calendar year will be credited on January 1st of that year. Employees shall earn one-twelfth (1/12th) of their annual amount of vacation for each month of the calendar year that the employee works at least four (4) days of twenty-four (24) hours each in the case of 24-hour/day employees and at least ten (10) days in the case of forty (40) hour employees. For purposes of this provision, paid vacation hours, and paid bereavement hours shall also be counted as hours worked.

- (a) A probationary employee may not use accrued vacation time until completion of a satisfactory six (6) month evaluation. New hires will be credited with a pro-rata portion of vacation to be earned on date of hire.

	24 Hours/Day Employee	8 Hours/Day Employee
Start to Five (5) years	8 Days	15 Days
Six (6) years to Ten (10) years	12 Days	23 Days
Eleven (11) or more years	13 Days	25 Days

- (b) Employees are encouraged to use vacation time during the calendar year in which it is earned and there will be no limit on the amount of vacation time in an employee’s vacation time bank during any calendar year. However, an employee will not be allowed to carry-over more than three hundred eighty-four (384) hours of vacation time into the next calendar year for 24-hour/day employees and two hundred eighty-eight (288) hours for 40-hour/week employees. Additionally, in no event will an employee be allowed to have more than three hundred eighty-four (384) hours of vacation time for 24-hour/day employees or two hundred eighty-eight (288) hours for 40-hour/week employees counted towards their final average compensation for purposes of calculating their pension benefit. If an employee has more than the allowable amount for carry-over the excess amount will be paid to the Employee's Deferred Compensation (457) Account at the rate of 100% (provided their annual contribution does not exceed the maximum allowable contribution

as permitted by law). Payouts will be paid the second pay period in February of each year based on the Employee's rate in effect on December 31st of the previous year.

- (c) Absence on account of sickness, off-the-job injury or disability in excess of that herein after authorized for such purposes may, at the request of the Employee and the discretion of the Township, be charged against the vacation leave allowance.
- (d) If an Employee becomes ill or is injured while on vacation leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the vacation days may be converted and charged to any sick day accumulation.
- (e) Employees will be given preference according to department-wide seniority in selecting vacation leave.
- (f) Employees leaving the employment of the Township are entitled to secure reimbursement for earned but unused vacation, except if the employee fails to give at least fourteen (14) calendar days' notice in writing in advance of his/her termination date, the employee forfeits all earned but unused vacation. Similarly, employees leaving the employment of the Township must reimburse the Township for any unearned vacation they may have used; a deduction from the final pay is hereby authorized.

Section 9. Sick Leave. The Fire Department 40-hour/week employees shall earn sick leave at the rate of one (1) day per month which may accumulate to a maximum of 2,080 hours. 24-hour/day employees shall earn sick leave at the rate of ten (10) days per year to a maximum of 2,912 hours. In order to earn a day of sick leave, a 24-hour/day employee must work at least four (4) days of twenty-four (24) hours each and a 40-hour/week employee must work at least ten (10) days in the month. For purposes of this provision, other paid time off (i.e., vacation, compensatory, bereavement, etc.) shall also be counted as hours worked.

Any earned, accumulated sick leave over **1,456** hours for a 24-hour/day employee, or **1,040** hours for a 40-hour/week employee at the end of the calendar year, may be paid out at one-half (1/2) hour pay per one (1) hour of sick time, converted to vacation time at the rate of two (2) hours sick time for one (1) hour vacation time, or paid into the Employee's 457 Deferred Compensation Account at the rate of 100% (provided the Employee's annual contribution does not exceed the maximum allowable contribution as permitted by law). Such requests must be made to the Finance Department annually by December 15th. Said payoff shall be in the first pay in February of the following year.

Upon termination, unused accumulated sick time to a maximum of 2,080 hours for 40-hour employees and 2,912 hours for 24-hour employees may be converted to pay at the rate of one half (1/2) hour of pay for every one (1) hour of sick time, or paid into the Employee's 457 Deferred Compensation Account at the rate of 100% (provided the Employee's annual contribution does not exceed the maximum allowable contribution as permitted by law). The Fire Chief and/or shift Captain shall be responsible for reviewing and approving the employee's sick leave. All sick leave time is allocated on January 1st of each year. A year-to-date record shall be reflected on each paycheck.

- (a) Employees are required to give daily notification, or other appropriate notice, to the department of necessity for taking sick leave. Notification must be given before the hour to report for work.
- (b) The Township may refuse to allow paid sick leave where, in its judgment, there is insufficient evidence to support the Employee's claim, or where the Employee has not given timely notice, as above.
- (c) A doctor's report may be requested and must be submitted by the Employee if the Township deems it necessary. In the event the request for a doctor's report is made, and the Employee does not furnish said document, sick leave pay will be denied.
- (d) An Employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to return to work without limitations or restrictions.
- (e) A forty-hour/week Employee using paid sick leave during a period that includes a designated holiday will be paid for such holiday in lieu of sick pay.
- (f) An employee who became ill while on vacation will be required to provide proof, by physician's statement, of the illness. If the Employee desires, and has sufficient accumulated sick time, the vacation leave may be converted to sick leave, after approval from the Township.
- (g) Employees are urged to make doctor and dental appointments on weekends and after work hours. When it is necessary to make such appointments during the regular workday, they must be approved in advance by the employee's immediate supervisor. Time off for appointments will be reported on the timesheet for the pay period in which incurred. Sick leave for this purpose will be charged in four (4) hour increments.
- (h) Employees who have exhausted their accumulated sick leave and do not report for work shall be terminated from their employment with the Township. If an Employee reaches the end of his/her accumulated sick leave time, the Employee may request an extension of such leave as provided under the "Prolonged Illness Leave" section.
- (i) Employee is allowed to use sick leave for self, spouse, or child, or any immediate family member living in the same household.

Section 10. Bereavement Leave. An Employee will be granted leave with pay for a maximum of three (3) work days immediately following the death of a member of the immediate family. Immediate family shall be defined to include: parents, parents of current spouse, spouse, children, brothers, sisters, sisters or brothers-in-law, grandparents or grandchildren, step-parents, stepbrother, stepsister, step-children of a current spouse or of other relatives living in an Employee's home.

In the event of the death of members of the extended family, one (1) day off with pay will be granted. Extended family includes aunts, uncles, cousins, nieces, and nephews and other persons whose association with the employee was similar to any of the above relationships (e.g., companion, same domicile). These days shall not be a deducted from accumulated sick time.

An additional leave, chargeable to the Employee's sick leave, may be granted due to death of the current spouse or children when approved by the Director of Public Safety and/or Fire Chief.

Section 11. Duty Disability.

- (a) A duty disability leave shall mean a leave required as a result of the Employee incurring a compensable illness or injury while in the employment of the Township covered by the Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first aid or treatment as may be recommended.
- (c) Employees on duty disability shall not accrue vacation or sick leave.
- (d) Permanent or probationary Employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Township shall receive duty disability pay as follows:
 - (1) The Township shall, for a period not to exceed one year from the date of injury, supplement without charge to sick leave or vacation, the difference between worker's compensation and the Employee's regular rate of pay, excluding any overtime or premium pay.
 - (2) If after one year of duty disability leave the Employee is unable to return to work, he/she shall receive payment from the Township for any accrued terminal benefits. The Phrase "terminal benefits" when used in this Agreement shall refer to earned and accumulated (if any) vacation, sick, and compensatory time in accordance with the rules for their use.
- (e) Employees shall not be entitled to more than one year duty disability leave arising out of the same injury or illness or any recurrence of an injury or illness for which the Employee has already received benefits under the provisions of this section.
- (f) The Township may employ temporary relief Fire Fighters when an Employee is on duty disability. Such temporary employment shall terminate upon the Employee returning to full duty.

Section 12. Absence Without Leave. An Employee who is to be absent from duty shall report the reason therefore to the Township prior to the date of absence when possible. All unauthorized and unreported absences shall be considered without leave and subject to dismissal.

Section 13. Wage Schedule.

FIRE FIGHTER

	3%	3%	3%
Steps	1/1/2019	1/1/2020	1/1/2021
1 (Start)	\$47,073	\$48,485	\$49,940
2 (After 1 year)	\$49,332	\$50,812	\$52,337
3 (After 2 years)	\$52,292	\$53,861	\$55,477
4 (After 3 years)	\$55,138	\$56,792	\$58,495
5 (After 4 years)	\$58,060	\$59,802	\$61,596
6 (After 5 years)	\$62,352	\$64,223	\$66,149

FIRE LIEUTENANT

	3%	3%	3%
Steps	1/1/2019	1/1/2020	1/1/2021
1 (Start)	\$67,902	\$69,939	\$72,038
2 (After 1 year)	\$69,973	\$72,073	\$74,235

FIRE CAPTAIN

	3%	3%	3%
Steps	1/1/2019	1/1/2020	1/1/2021
1 (Start)	\$70,477	\$72,591	\$74,769
2 (After 1 year)	\$72,380	\$74,551	\$76,788

FIRE MARSHAL

	3%	3%	3%
Steps	1/1/2019	1/1/2020	1/1/2021
1 (Start)	\$70,477	\$72,591	\$74,769
2 (After 1 year)	\$72,380	\$74,551	\$76,788

The hourly rate for salary for 24-hour Fire Fighters (including Lieutenants and Captains) is determined by dividing the salary by 2,756 hours. The hourly rate for salary for 40-hour Fire Fighters (Fire Marshal) is determined by dividing the salary by 2,080 hours.

In addition to the straight time hourly rate for 2,756 hours (Fifty-three (53) hours per week multiplied by fifty-two (52) hours per week), Fire Fighters, Lieutenants and Captains shall receive overtime at the rate of time and one-half their hourly rate for three hours per week, paid biweekly, for the duration of the agreement. This overtime payment will compensate said Employee for working the 56-hour workweek schedule rather than a 53-hour workweek schedule.

After an Employee is absent for five consecutive days, he will not receive overtime pay until he returns to work.

Furthermore, any hours worked in addition to the Captain's, Lieutenant's, and Fire Fighter's regularly scheduled workweek will be paid at the rate of time and one-half his/her hourly rate.

The Fire Marshal's bi-weekly pay shall be the annual salary divided by 26. The Fire Marshal shall be entitled to overtime after 40 hours at one and one-half times their rate of pay, although his/her schedule may be flexed to meet the needs of the Department. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

Section 14. Pay advance. If a regular pay day falls during an Employee's vacation and he/she is to be on vacation for two weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An Employee must make a request to the Township Clerk's office for his/her check two (2) weeks before the pay day he/she expects to receive the check if he/she desires to receive it in advance.

Section 15. Posting of Vacation and Sick Time. The Township will supply a running breakdown of vacation and sick days on each Employee's bi-weekly check stub.

Section 16. Longevity Pay. There shall be five longevity steps for employees hired prior to January 1, 2014, as follows:

Years of Service	Amount
After 5 Years of Service	\$1,000
After 10 Years of Service	\$2,000
After 12 Years of Service	\$3,000
After 15 Years of Service	\$4,500
After 20 Years of Service	\$5,500

Longevity shall be paid to employees in one lump sum payment in a separate check in the pay period following the employee's anniversary date. In the event that any other bargaining units negotiate for a higher rate of longevity payments such benefit will be extended to IAFF members.

Employees hired January 1, 2014 and thereafter shall not be eligible for longevity payments.

Section 17. Healthy Pittsfield Wellness Program. Members of IAFF are encouraged to participate in the Healthy Pittsfield Wellness Program, with a bi-annual reimbursement for activities of up to \$600 (Bronze Level = \$200, Silver Level = \$400, and Gold Level = \$600). The program and activities are planned and scheduled through the Township Wellness Committee and communicated to employees on a bi-annual basis.

Section 18. Educational Incentive. An annual lump sum payment will be made for an Association member with the following educational attainment:

Bachelor's Degree: \$1,250
Master's Degree \$2,500

Payment will occur in the last pay period in January of any given year.

ARTICLE 9 – ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 1. Transfer of Employees. If an Employee is transferred to a position within the Department but not included in the Unit, and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 2. Vacancy. When it is determined by the Township that there is a vacancy or a newly created position classification within the bargaining unit, members of the unit shall be eligible to be considered for transfer or to be promoted to said position classification but must be deemed most qualified by test procedures.

Section 3. Openings. Openings referred to in Section 2 will be posted in a conspicuous place in the Township Fire Department at least seven (7) days prior to filling said opening.

Section 4. Eligibility for Promotions. An Employee must have five (5) years of full-time service with the Pittsfield Township Fire Department and have completed their probationary period, to be eligible for promotion within the Unit.

Section 5. Test Procedures for Promotion. A testing procedure will be used to fill openings by promotion. If the qualifications of all applicants are equal, preference shall be given to the most senior Employee. All scores shall be sealed until all interview processes are completed.

- (a) Lieutenant Promotions
 - a. Oral board interview comprised of up to 3 PTFD Captain – 50%
 - b. Fire Chief Interview – 35%
 - c. Performance Evaluations – 15%
- (b) Captain Promotion
 - a. Oral board interview comprised of 2 PTFD Captains, Outside Fire Chief – 50%
 - b. Fire Chief interview – 35%
 - c. Performance Evaluation – 15%
- (c) Fire Marshal Promotion
 - a. Oral board interview comprised of 2 PTFD
 - b. Fire Chief Interview – 35%
 - c. Performance Evaluation – 15%

Section 6. Educational Standards for Promotion. All Employees are encouraged to expand their professional knowledge and ability on their own time. Therefore, for a Fire Fighter to be eligible for a promotion, the Employee within the last twelve (12) months must have:

- (a) Passed a college course/courses toward and approved degree program; or

- (b) Completed some specialized training approved by the Michigan Firefighters Training Council (MFTC) or equivalent or better than MFTC). In-service and specialty team training shall not count as training to meet this requirement. The Township will pay the tuition fees for the above education, if such education is approved by the Fire Chief or his/her designee.
- (c) Minimum qualifications to apply for promotion:
 - a. Lieutenant – Firefighter I & II, Hazardous Materials Operations, Emergency Vehicle Driver Training, EMT-Basic, and Fire Officer I & II.
 - b. Captain – Same as Lieutenant including Fire Officer III and must be a Lieutenant off probation.
 - c. Fire Marshal – Same as Lieutenant and must also possess Fire Inspector 1 within two (2) years of appointment.

The above promotional requirements are waived for personnel who are holders of Bachelor's or Associate's Degrees in a related field from an accredited university or college, or for those Employees who have more than fifteen (15) years of firefighting experience. The above promotional requirements may also be waived by mutual agreement of the Director of Public Safety and the Union.

Section 7. Conversion From 24-hour Position to 40-hour Position. In the event a Fire Fighter goes from a 24-hour/day position to a 40-hour/week position, the following conversions shall take place:

- (a) Vacation Time - The employee will carry over hours earned to a maximum of 200 hours. All hours over 200 will be paid out at the employee's hourly rate prior to the change.
- (b) Sick Time- Employees will carry over hours earned in the sick time bank. All hours earned in the short-term sick bank in excess of 1,040 will be paid off at the employee's hourly rate prior to the change.
- (c) Comp Time- Hours in the comp time bank will be paid out at the employee's hourly rate prior to the promotion.

Section 8. Tuition Reimbursement. Any regular full-time Employee is eligible to be a participant of the Pittsfield Township Educational Assistance Plan providing the following conditions are met:

- (a) The Employee must have held employment status as a regular employee of the Charter Township of Pittsfield for a period of no less than six (6) consecutive months on the date of starting an approved course.
- (b) The degree is directly related to the assigned duties of the Employee in his/her present position and direct application of knowledge to be gained in the degree can be clearly stated; or the degree is in preparation for possible future duties that may be assigned the employee.

- (c) Reimbursement, upon satisfactory completion of an approved course with a grade of "C" or better for undergraduate courses, of "B" or Better for graduate courses shall be one hundred percent (100%) of expenses associated with the approved course (e.g., tuition, books, technical fees, labs, registration fees).
- (d) The Employee requests the tuition reimbursement and it is approved prior to starting classes.
- (e) The course work and class time is to be completed during off-duty working hours of the Employee.
- (f) Evidence of satisfactorily completing the course(s) in conjunction with proof of total payment for such approved course is to be presented to the Township Supervisor in order to receive any tuition reimbursement from the Township.
- (g) Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a prorata basis from the Township's assistance payment.
- (h) An employee shall be required to repay all money received under this Section 8 in the event the employee separates from the Township within a three-year period subsequent to completion of the course in accordance with the following chart:

<u>If the Employee Separates:</u>	<u>Amount to be Paid:</u>
After less than one (1) full year	Repaid in Full
After one (1) full year but less than two (2) years	66-2/3% Repaid
After two (2) full years but less than three (3) years	33-112% Repaid
After three (3) full years	No Repayment

Repayment shall be in one lump sum to be deducted from the employee's final paycheck, a payroll deduction is hereby authorized, or reimbursement shall be made forthwith by the employee upon separation of employment in the event there are not sufficient funds in the employee's final paycheck.

- (i) The maximum tuition reimbursement per participant shall be \$1,800 per fiscal year.

Section 9. Temporary Assignment. Temporary assignments for the purpose of filling vacancies within the Department will be granted to a qualified Employee for such job. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. It shall be considered a vacancy if created by promotion, retirement, termination, resignation or extended sick leave and shall be filled no later than the 10th scheduled shift day. It shall not include filling-in for employees on routine vacations sick or leave days.

Section 10. Maintenance/Cleaning of Department of Public Safety Buildings and Grounds. Members/Employees of this unit shall carry out assigned/scheduled maintenance and cleaning of the grounds and buildings. It is understood that cleaning and maintenance includes areas like the

fire quarters, apparatus room, Fire Stations I, II, and III, but does not include areas like the Police Department or outside lawn mowing, or normally clearing the station parking lots of snow (but it does include clearing sidewalks of snow and assisting to clear station parking lots, when the snow cannot be handled by the outside contractor.)

Section 11. Trade Time. Time worked as part of a trade does not count toward benefit accruals.

ARTICLE 10 – COMPENSATORY TIME

Regularly-scheduled Captains, Lieutenants, Fire Fighters and the Fire Marshal may accumulate a maximum of 72 (seventy-two) hours of compensatory time in his/her time bank; however, only 48 (forty-eight) hrs. will be eligible to roll-over into the next fiscal year. Compensatory time may be refilled at any time.

The Employees will have the option to be paid in full for unused compensatory time earned through December 31st of that year and paid out on the last pay period in the following January or be paid down to a maximum of seventy-two (72) hours unused compensatory time. Such notification must be received by Finance by December 1st annually. In no event will more than forty (48) hours compensatory time be used towards final average compensation for purposes of calculating pension benefits.

ARTICLE 11 – EQUIPMENT

Equipment shall be issued to Fire Fighters as the Director of Public Safety shall deem necessary to enable them to carry out their duties herein described. Such equipment issued shall include initial issue of uniforms, badges, identification cards, and protective clothing. Issued equipment shall remain the property of Pittsfield Charter Township. Dress uniforms and dress shoes are purchased for new employees after the employee obtains seniority.

The following will be provided by the Township.

- (a) Three short sleeve shirts
- (b) Three long sleeve shirts and three (3) New York-style shirts
- (c) Three pairs of uniform trousers
- (d) One seasonal convertible jacket
- (e) One winter hat
- (f) One dress uniform and dress hat
- (g) Six t-shirts
- (h) One pair of dress shoes
- (i) Two Full set of turnout gear, meeting current NFPA standards, to consist of:
 - (1) Two turnout coats
 - (2).Two pair of bunker pants
 - (3) Two pair of short boots (bunker boots, structural firefighting boots)
 - (4) One helmet
 - (5) Two Nomex hood
 - (6) Two pair of gloves

- (7) One flashlight
- (8) Pager (latest technology in the Department)
- (j) Three short sleeve tactical polo shirts.
- (k) One pair of Duty Boots (station wear)

ARTICLE 12 – UNIFORM MAINTENANCE

- (a) Employees shall receive replacement of all issued uniforms from the department upon the uniform item becoming worn, damaged and/or unserviceable. Such uniform items shall be presented to the office of the Director of Public Safety for determination on the condition of the uniform item.
- (b) The Fire Marshall shall receive a uniform maintenance allowance of \$500 annually, paid in a lump sum as taxable income in the last pay period in June.
- (c) The Director of Public Safety shall make all final determinations on any changes in the uniform. Such changes shall not be made without first receiving recommendations and input from members of the department's uniforms committee.

ARTICLE 13 – DENTAL INSURANCE

The Township will pay the full premium for the following dental benefits: 100% of treatment costs for Type I Preventive, Diagnostic (except Radiographs) and emergency Palliative services and 50% of the balance of Type I benefits; and 50% of treatment costs paid by on Type II Basic services and Type III Major services benefits with a \$1,000 maximum per person per contract year, plus Type IV Orthodontic benefits at 50% of treatment costs, with a \$1,500 lifetime maximum per person.

ARTICLE 14 – OPTICAL INSURANCE

The Township provides family optical care benefits under a self-insured plan. Coverage includes eye examinations, single lens prescription, multi-focal lenses, plastic lenses, oversize lenses, or contact lenses up to a maximum of \$300.00 per eligible family member in a twelve (12) month period.

Paid receipts must be submitted to the Human Resources Department for reimbursement processing, along with a copy of the lens prescription (. Benefits shall be administered on the calendar year of January through December.

ARTICLE 15 – HEALTH CARE INSURANCE

Section 1. Health Care Insurance. The Township will provide health care benefits by one of the following major health providers that provide access to care at local providers including University of Michigan Hospital and St. Joseph Mercy Hospital in Ann Arbor: Aetna (Cofinity), Blue Cross Blues Shield of Michigan, Blue Care Network, Humana, and Priority Health. Management reserves the right to provide the same or better coverage through another carrier, with that carrier

providing access to care at local providers including University of Michigan Hospital and St. Joseph Mercy in Ann Arbor if possible.

The selected healthcare provider will be communicated annually to employees. Core benefits of the health care plan shall include:

	2019 & 2020 Base Plan PPO Traditional Plan	2019 & 2020 Optional Plan 2021 Base Plan PPO Traditional Plan	2019 through 2021 Optional Plan High Deductible Health Plan w/Health Savings Account
Type of Plan	ASO PPO	ASO PPO	ASO PPO
Deductible	\$500/\$1,000	\$1,000/\$2,000	\$1,350/\$2,700
% Co-Insurance	10%	20%	0%
Coinsurance Maximum	\$250/\$500	\$2,500/\$5,000	N/A
Out-of-Pocket Maximum	\$750/\$1,500	\$6,350/\$12,700	\$2,250/\$4,500
Office Visit Copay	\$20	\$30	\$0 after deductible
Urgent Care Copay	\$20	\$30	\$0 after deductible
ER Copay	\$250	\$150	\$0 after deductible
Chiropractic Office Visit Copay	\$20	\$30	\$0 after deductible
Chiropractic Visits Covered	24 Visits	24 Visits	12 Visits
Physical, Occupational and Speech Therapy	60 Visits	60 Visits	30 Visits
Prescription Drugs	\$10 / \$40 / \$80 /	\$10/\$40/\$80/ 15% Preferred Specialty/ (\$150 Max)/ 25% Non-Preferred Specialty (\$300 Max)	\$10 / \$40 / \$80 / after deductible
90 Day Retail Purchase Rx	90 Days for Cost of 60	90 Days for Cost of 60	90 Days for Cost of 60

The Township agrees to use the PA 152 Hard Cap method. Employees will be responsible for the PA 152 cost share of said premium as authorized by the Pittsfield Charter Township Board of Trustees.

Section 2. Employees of the Township who are husband and wife must choose one and the same family plan.

Section 3. Section 125 Plan. A Section 125 Plan shall be adopted by the Township.

Section 4. Opt-Out Program. Regular, full-time employees who are eligible for the Township's health insurance shall be entitled to participate in an Employer-sponsored opt-out program. Employees are required to show that they have bona fide health care coverage elsewhere that includes the employee (from other than Pittsfield Charter Township) before said employee will be eligible to participate in the opt-out program.

A participating employee will be entitled to accrue an annual payment of \$3,000 which shall be divided equally among the monthly billing periods during which said health care insurance coverage was not provided by the Township under the conditions set forth herein.

- (a) Said payment shall be made as an adjustment to a regular paycheck in December each year. Only those employees employed as of the date of payment and enrolled in the opt-out plan shall be entitled to payment in lieu of insurance.
- (b) Said payment shall be for twelve (12) calendar billing periods each year. In the event the spouse's health care plan ceases to cover the employee, the employee may re-enroll in one of the Township's sponsored health plans, provided the employee applies within thirty (30) days from loss of coverage and submits verification of loss of such coverage at that time. Coverage under the Township plan shall then become effective at the beginning of the next billing period, or as soon thereafter as permitted by the health provider.

Section 5. Retiree Health Care Insurance. The Township will provide retiree health care coverage for a member at the time of retirement under the following terms and conditions. For purposes of determining retiree health insurance vesting, (i.e., at least twenty-five years of service with the Township) paid on call time with Pittsfield Charter Township shall be included.

Employees hired prior to December 31, 2007

To be eligible for retiree health care coverage for a member and his/her spouse at the time of retirement (provided he/she remains the spouse) the employee must have 25 or more years of service with the Township, 10 or more of which are after age 45, and be employed by Pittsfield Township prior to December 31, 2007. Retiree health care coverage shall mirror that of existing active employee health care benefits (e.g., retiree benefits change when active employee benefits change).

When the eligible retiree or his/her spouse at the time of retirement reaches age sixty-five (65) (or the Medicare eligibility age, if higher), the retiree or spouse must apply for Medicare Coverage (Parts A and B) and pay the applicable premium(s). The retiree or spouse will then be enrolled in a supplemental plan with the Township. The Employer will pay the premium to provide said Township supplemental coverage for the eligible retiree and spouse.

Premiums for any eligible dependents are the sole responsibility of the retiree. If the retiree wishes to include eligible dependents under the group plan coverage, premiums will be prorated and paid for quarterly, in advance, by the retiree to the Township.

A spouse who survives a retired employee is entitled to receive the same benefits as herein provided.

Employees hired after December 31, 2007

For employees hired after December 31, 2007, the Township shall only pay the cost of single subscriber coverage, up to \$600 per month.

The parties expressly acknowledge that it has been, and will continue to be, the intent of the parties that all active employees, upon retirement, and all current retirees (including covered spouses and dependents) will receive the retirement health benefits (which includes the level of coverage and respective employer-employee/retiree premium share, if any) provided for in the collective bargaining agreement in effect on the date of retirement of the active employee or current retiree.

In the event active employees negotiate to eliminate active employee health insurance benefits, retirees will still be provided retiree health insurance at the level in place when active employee health insurance benefits were eliminated. It is the intent of the parties, as expressed herein, that the vested health benefit shall continue after the expiration of the collective bargaining agreement

ARTICLE 16 – LIFE INSURANCE

The Township will provide group life insurance coverage equal to one and a half times an Employee's base salary to the nearest five thousand dollar unit up to one hundred and twenty thousand dollars (\$120,000).

ARTICLE 17 – INSURANCE ELIGIBILITY

Section 1. Health, Life, Dental and Optical shall become effective on the first of the month following the employee's date of hire, provided the employee is actively at work on the date the insurance is to be effective and the employee enrolls in the application plan(s).

Section 2. Health, Life, Dental and Optical cease on the date the employee's services are terminated or the date the employee is laid off or goes on a leave of absence, except as provided for under FMLA leaves of absence and except in the case of duty disability leave and prolonged illness leaves under Article 18, Section 3 (d), where health insurance, life and dental will be continued by the Employer for the first six (6) months of said leaves. Thereafter, it shall be subject to applicable COBRA regulations.

Section 3. Eligibility, coverage and benefits under the Health, Life, Dental and Optical Plans are subject to the availability of such plans and the terms and conditions contained in the contracts between the Township and the carrier(s)/provider(s). It is further agreed that the only liability assumed by the Township is to pay the premiums up to the level specified herein.

ARTICLE 18 – LEAVES OF ABSENCE

Section 1. General Leave. Any employee desiring a leave of absence from his/her employment for other than Family and Medical Leave Act leaves, must secure written permission from the Director of Public Safety. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Director of Public Safety. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Section 2. Illness or FMLA Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a FMLA leave will be granted for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (c) To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- (d) The employee is unable to perform the essential job functions because of a "serious health condition" as provided in Article 9, Sections 12 and 13.

FMLA leaves denoted as (a) through (c) above, are only available to employees who have been employed by the Township for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

FMLA leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

- (a) FMLA shall run concurrently with any other leaves allowed.
- (b) All leaves (self, family or intermittent) shall be treated consistently.
- (c) When taking FMLA, an employee must first use accrued sick banks (with the ability to retain up to 72 hours in their accrued sick banks), then at the employees discretion may use accrued vacation banks, accrued compensatory banks or unpaid time for the remainder of the FMLA leave.

Section 3. Prolonged Illness Leave. Granted by action of the Township Board, a prolonged illness leave is an UNPAID leave granted in the best interest of the Township to an ill or injured Employee. This leave will be granted to an Employee, who has otherwise used all accumulated vacation and sick leave, but who will hopefully return to work upon recovery from the illness or injury involved. The Township Board may grant a prolonged illness leave for up to six (6) months.

- (a) During this period of up to six months, the Employee shall retain the position and job classification attained prior to leave.
- (b) Should the Employee not return to work in accordance with the approved leave schedule, the Township Board shall determine whether or not it is in the best interest of the Township to keep the position open. In such cases, the Employee must apply for an extended prolonged illness leave or be terminated from employment.

- (c) If the Employee requests an extension of the prolonged illness leave beyond the initial leave granted, the Township Board may authorize a thirty (30) day extension. This extension will be at the discretion of the Township Board in the best interest of the Township. The Employee must provide a written physician's statement indicating the medical need for the additional time where circumstances require a longer than expected convalescence.
- (d) During the first six (6) months of a prolonged illness leave, hospitalization, life, and dental insurance will remain in effect, under the same payment agreement. Any other benefits (where permitted by the carrier) may be continued at the expense of the Employee. During an extended prolonged illness leave, all benefits may be continued (where permitted by carrier) at the expense of the Employee.

ARTICLE 19 – LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1. Prohibition of Work Stoppage or Slowdown. Under no circumstances will the Union cause or authorize or permit any Employee to cause, nor will any Employee take part in or cause, any activity violative of Public Act 336 of 1947, as amended. Furthermore, the Union will not permit nor shall any Employee engage in any curtailment of fire services by failure to report to work by either feigned or pretense of illness.

In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved Employee in writing that their conduct is in violation to this Agreement, that they shall be disciplined for such conduct up to and including discharge, and that such Employees should immediately cease the conduct that is violative of this Agreement.

The Township shall have the right to discipline, up to and including discharge, any Employee who instigates, participates in or gives leadership to any work stoppage or curtailment herein prohibited. The Township shall not lock out any Employee during the terms of this Agreement.

If the Union causes or authorizes Employees to engage in any conduct violative of Public Act 336 of 1947 as amended, it shall be deemed to be in breach of this Agreement until such time as such conduct ceases, and no action subsequent to the Union's causing or authorizing the violative conduct shall be deemed to mitigate in any way the damages incurring against the Union for such breach.

Section 2. Violation of Arbitration and Grievance Procedure. Any individual Employee or group of Employees who willfully violate or disregard the arbitration and grievance procedures set forth in Article 7 of this Agreement may be discharged by the Township without liability on the part of the Township or the Union.

Section 3. Access to Administrative Offices. The Township agrees that it will allow properly accredited representative of the Union access to the Administrative Offices of the Township at any reasonable time for the purpose of policing the terms and conditions of the Agreement.

Section 4. Examination of Time Sheets. The Union shall have the right upon reasonable notice to examine the time sheets at the Township office and any other records pertaining to the computation of compensation of any Employee whose pay is in dispute, or any other records of the Township Department pertaining to a specific grievance.

ARTICLE 20 – PENSION PLAN

The Township provides retirement benefits to the employees of this bargaining unit through Michigan Municipal Employees Retirement System (MERS).

Section 1. Pension Plan Benefit

For employees hired prior to January 1, 2014, the retirement benefit will be a defined benefit pension plan with benefit levels of B3, FAC3, and F55/15. Employees will participate by contributing five (5) percent of their total compensation.

For employees hired after January 1, 2014 and thereafter, the retirement benefit will be a Hybrid pension plan with the following features:

- Defined Benefit: 1.5% multiplier, FAC 3, six (6) year vesting and F55/25
- Defined Contribution: 5% employee contribution of their total compensation

Section 2. Voluntary 457 Deferred Compensation Benefit

For any member (regardless of date of hire) who contributes 3% or greater to a qualified 457 Deferred Compensation Plan the Employer will provide a 1% match.

ARTICLE 21 – FINANCIAL INSTITUTIONS

The Township agrees to deduct from each Employee who so authorizes it in writing, a specified sum from each and every payroll, and to deposit this sum to either a credit union or bank as specified by such Employee. The Employee may revoke at any time this authorization and assignment by filing with the Township a statement that he/she does not wish the Township to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by the Township.

ARTICLE 22 – BONDS AND LIABILITY INSURANCE

Section 1. Bonds. Should the Township require any Employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Township.

The primary obligation to procure the bonds shall be on the township. If the Township cannot arrange for a bond within ninety (90) days, it must so notify the Employee in writing. Failure to give such notices shall relieve the Employee of the bonding requirement. If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make his/her own

bonding arrangement; standard premiums only on said bond to be paid by the Township for bonds applicable to all other Employees.

If there is any excess premium to be paid, it shall be paid by the Employee.

Section 2. Liability Protection. The Township shall provide liability protection for all Township fire personnel.

ARTICLE 23 – LOSS OR DAMAGE

Uniforms or department approved equipment damaged in the line of duty will be replaced by the Township, provided the damaged equipment is turned in to the Township and the Director of Public Safety determines both the equipment is not usable due to the damage incurred and that the damage was clearly not the result of negligence on the Fire Fighter's part. Proof of damage having been in the line of duty must be presented to and approved by the Director of Public Safety.

ARTICLE 24 – EQUIPMENT, HEALTH AND WELFARE

Unsafe Vehicles.

- (a) The Township shall not require Employees to take out on the streets or highways any unsafe vehicle. It shall not be in violation of this agreement where Employees refuse to operate such equipment unless such refusal is unjustified or "unreasonable under the circumstances," in which case the Employee may be subject to discipline up to and including discharge. Determination of justifiable cause shall be left to the discretion of the Director of Public Safety.
- (b) The Township shall not require an Employee to use, operate or carry any equipment that is unsafe. Determination of condition shall be left to the discretion of the Director of Public Safety.

ARTICLE 25 – WORKERS' COMPENSATION INSURANCE

The Township agrees to cooperate toward the prompt settlement of Employee on-the-job injury and sickness claims when such claims are due and owing. The Township shall provide Workers' Compensation protection for all Employees.

ARTICLE 26 – MILITARY SERVICE

Section 1. Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States shall, within thirty (30) days after termination of such service, be offered reemployment into his/her previous position unless the circumstances have so changed as to make it unreasonable to do so.

Section 2. Probationary Employees. A probationary Employee who enters the Armed Forces and meets the foregoing requirements must complete his/her probationary period.

Section 3. Leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement. Employees shall not accrue seniority or benefits during such leaves of absence.

ARTICLE 27 – OVERTIME/CALLBACK

Any full-time Employee who is governed by Article 8, Section 14, who works overtime or is called back to work shall be paid at time and one-half his/her regular hourly rate of pay.

Overtime is to be paid in quarter-hour increments (ten minutes in a quarter hour constitutes a quarter hour). If a Captain, Lieutenant, or Fire Fighter is called back to work, he/she shall be paid for a minimum of one hour of overtime unless such call back is continuous or contiguous to the Employee's assigned shift.

In this instance, the Employee shall be paid overtime for the exact hours or portion thereof worked. The Fire Marshal shall also be entitled to the one hour minimum, unless his/her schedule has been flexed.

Consideration will be given for Captain, Lieutenant and Fire Fighters to work overtime before the Fire Marshal is assigned. The best interest of the Township and the Employee's desire will be considered. When overtime is required and assigned to a Captain, Lieutenant or Fire Fighters, seniority will be considered. In the event of an emergency (acute sickness) seniority will be considered; however, the first available Captain, Lieutenant, or Fire Fighter will be assigned to cover the remainder of the shift.

If an emergency situation requires the Fire Marshal to fill-in for a Captain, Lieutenant or Fire Fighter on a regularly scheduled shift, with prior approval of the Director of Public Safety and/or Township Supervisor, in the Director's absence, the Fire Marshal will be paid at the rate of time and one half the Step 3 Captain's hourly rate for such time worked outside his/her normal day. It is understood that this happens on a very infrequent basis, that the employee is qualified to perform the duties in question and only after attempts have been made to fill the shift with Captain, Lieutenant or Firefighter. The term Fire Fighter includes those bargaining unit members in the Captain, Lieutenant positions.

ARTICLE 28 – DISCIPLINARY ACTION

Section 1. Types of Discipline. Disciplinary actions shall include only the following:

- (a) Written reprimands.
- (b) Suspension.

- (c) Discharge – The termination of a new probationary Employee shall not be deemed a disciplinary action.

Section 2. Disciplinary Action Procedure.

- (a) Upon request, an employee is entitled to have his/her Union Steward present when the employee reasonably believes the possibility of disciplinary action exists. If no disciplinary action is contemplated or reasonably believed to exist, the employee shall have no right to Union representation. Upon request, an employee shall be entitled to have his/her Union Steward present at all steps of the disciplinary process.
- (b) Those charges and specifications which give cause to such discipline or discharge shall be reduced in writing by the supervisor recommending the disciplinary action to the Director of Public Safety.
- (c) Such charges and specifications shall cite the specific section(s) of Departmental Rules and Regulations which the Employee is alleged to have violated, and a copy will be given to the Employee in writing.
- (d) Prior to the taking of any disciplinary action, the Director of Public Safety or his/her designee shall conduct a disciplinary hearing. The accused fire fighter shall be afforded an opportunity to present any evidence in his/her defense during this hearing. This hearing shall be held within seven (7) working days from the receipt of the Recommendation for Discipline by the Director, if reasonably possible.

Section 3. Counseling. The procedure, as outlined above, shall be applicable in all disciplinary proceedings. Counseling shall be reduced to writing for tracking purposes as part of the overall process however they are exempt from the provisions of this Article.

Section 4. Relieving of Duty. In the event that an Employee is relieved of duty, he/she may be taken off the payroll and shall turn in his/her Department equipment. Relieved of duty may be used by the Department for awaiting the disciplinary procedure. In the event an Employee is exonerated of the charges caused in the relief of duty, he/she shall be reinstated to his/her prior position and compensated for all back wages and benefits lost during the period of relief from duty.

Section 5. Internal Investigation/Reassignment. The Department may at its discretion reassign a fire fighter to another position within the Department instead of taking one of the actions described above until the investigation is completed.

Section 6. Benefits Incurred During Suspension. If an Employee is suspended by disciplinary action, he/she shall receive all other benefits accrued.

Section 7. Prior Infractions/Minor Offense. Prior to imposing any discipline on a current charge, the Director of Public Safety will not base his/her decision upon any minor infractions of

the Township or Departmental Rules and Regulations or other misconduct which occurred more than two (2) years previous unless directly related to the current charge.

Section 8. Prior Infractions/Serious Offense. When imposing discipline on a current charge involving a more serious offense, the Township may base its decision on other prior serious infractions regardless of the timeframe in which the infractions occurred.

ARTICLE 29 – UNION RIGHTS

Section 1. Discussion of Union Business. Members shall be permitted to discuss Union business with other members during duty hours, provided such discussions shall not interfere with the performance of the member's duties.

Section 2. Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the President of the Union.

Section 3. Special Conference. Special conferences on important matters will be arranged between the Union and the Township upon the request of either party. Such meetings shall be between one or more representatives of the Township and at least one member of the Union. Arrangements for such conferences shall be presented at the time the conference is requested with a copy to the Director. Matters taken up in special conferences shall be confined to those matters included in the agenda unless both parties agree to include other items. It is recognized that such special conferences are for clarification purposes and possible resolutions of problems that might invoke the grievance procedure. The parties will attempt to schedule the conference within ten (10) calendar days after the request is made.

Section 4. Equality of Treatment. It is agreed by the Township and the Union that the Township shall provide equality of opportunity, consideration and treatment of all members of the unit and to establish policies and regulations that will ensure such equality of opportunity, consideration and treatment of all members employed by the Township in all phases of the employment process.

Section 5. Township Department Personnel Files. A member's personnel file shall be kept under the control of the Director of Public Safety. The Township shall not allow anyone other than the Fire Fighters of the Township to read, view, have a copy of, or in any way pursue in whole or in part, a member's personnel file or any confidential document which may become part of his/her file except as provided by statute.

ARTICLE 30 – GENERAL

Section 1. Discrimination. Neither members nor applicants for employment in the Township Department shall be discriminated against because of race, religion, sex, creed, color, or national origin, marital status, height, weight, handicap or disability. Active efforts shall be made to encourage applicants for employment in the Department from all racial, religious and nationality groups. The Township shall take steps to ensure that the Department assignments and promotions

are given on an equal and nondiscriminatory basis. Membership in the Union shall be open to every Employee covered by this contract on a non-discriminatory basis.

Section 2. Aid to Other Organizations. The Township will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization, for the purpose of undermining the Union's representation of members in the Department.

Section 3. Provision of Legal Counsel. The Township shall provide to the Employee such legal assistance in conjunction with existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said Employee is in the performance of his/her duties and responsibilities; provided that there is no obvious and purposeful violation of the law by the Employee. This shall apply only to civil suits.

Section 4. Jury Duty. If you are eligible for paid jury duty leave, you will be compensated at your base rate of pay for the number of hours you are at jury duty. To be paid, you must submit the amount you receive from the court (minus any mileage allowance) to the Treasurer's Office. You must present proof of court compensation and attendance to your supervisor with a copy provided to Human Resources for your personnel file in order to be compensated for time served.

Section 5. Bulletin Boards. The Township will provide a bulletin board in the fire department which may be used by the Union for posting of notices. The posting of anything which could be construed as derogatory in nature shall strictly be prohibited. The designated Union representative shall be responsible for policing of the bulletin board in compliance with this contractual agreement. Permissible items include:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Miscellaneous items placed on the board by employees, such as "for sale" notices.
- (f) Union activities.

Section 6. Drug/ Alcohol Policy. The parties have agreed that the Drug/ Alcohol policy set forth in the employee handbook shall apply to the members of the bargaining unit. In the event the Township amends the policy for the Township employees, it will discuss the proposed amendment with the Union before it becomes effective.

ARTICLE 31 – SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Township for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Township or Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

ARTICLE 32 – TERMINATION AND MODIFICATION CLAUSE

This Agreement shall be in full force and effect from January 1, 2019 to and including December 31, 2021, and shall continue in effect for successive yearly periods after December 31, 2021, unless written notice is given by either the Pittsfield Fire Fighters Union or Pittsfield Charter Township at least one hundred twenty (120) days prior to December 31, 2021, of its desire to modify, amend, or terminate this Agreement. Negotiations shall commence no later than ninety (90) days prior to the expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

ARTICLE 33 – INTERPRETATION

Nothing in this contract shall be held to conflict with the laws of the United States and the State of Michigan relating to veteran's preferences, wage and hour laws, workers' compensation or other similar laws.

ARTICLE 34 – JOINT LABOR MANAGEMENT TEAM

A Joint Labor Management Team (JLMT) shall be created to address day-to-day operational issues and concerns of the parties. The Team shall consist of the following representatives:

- Up to 3 members of the Pittsfield Charter Township Fire Fighters Union (Local 3008)
- Up to 3 members of the Township Administration
- Fire Chief and Director of Public Safety

The JLMT shall begin meeting in April, 2009. The Team shall designate a regular meeting schedule.

ARTICLE 35 – TRAINING

Section 1. EMT/Paramedic Licensure. The Township currently has the capacity to offer in-house training for staff to obtain the required continuing education credits needed to maintain the employee's **current** level of EMS licensure as designated in Appendix "A" which represents a snapshot of employee's licensure level as of December 31, 2013. If at some point the Township does not have the capacity to offer in-house training, or makes a business decision to not offer such

training internally, the Township shall provide and pay for training opportunities to staff to obtain the required continuing education credits needed to maintain an EMT licensure, unless the member is specified as a Paramedic in Appendix "A."

As such licensures are the property of the holder; it shall be the individual's responsibility to maintain compliance for their current licensure level. Therefore, if staff does not take advantage of the education and training offered by the Township, it shall be their responsibility to obtain the training elsewhere on their own time and to assume the cost of such coursework.

Section 2. Special County-Wide Teams. The Township has made a commitment to provide resources to County-Wide Specialty Teams. Therefore, if staff is assigned to such teams, the Township shall pay for the necessary training and time spent in training for staff to maintain the required training as designed by the Team. It is understood that Article 3 shall continue to apply relative to management having the right and responsibility to direct its work force.

IN WITNESS HEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

PITTSFIELD CHARTER TOWNSHIP

PITTSFIELD CHARTER TOWNSHIP
FIRE FIGHTERS UNION

By: _____
Mandy Grewal
Township Supervisor

By: _____
Mike Troy
IAFF Local 3008 President

By: _____
Michelle Anzaldi
Township Clerk

By: _____
Russell Girbach
IAFF Local 3008 Vice President

By: _____
Joseph Yurkunas
IAFF Local 3008 Secretary

By: _____
Gary Polenz
IAFF Local 3008 Treasurer

APPENDIX A

TRAINING LEVELS OF CURRENT FIRE PERSONNEL

Jody Bach	EMT
Dustin Brighton	EMT
Ed Carnahan	EMT
Joe Catalfio	EMT
Mike Chevrette	EMT
Adam Corwin	EMT
Bradley D'Agostino	EMT
Paul Damon	Paramedic
John Decaro	EMT
David Derksen	EMT
David Dorian	EMT
Arron Ellwein	Paramedic
Jeff Foulke	EMT
Russell Girbach	EMT
William Graham	EMT
Scott Koeppe	EMT
Jake Latson	Paramedic
Dan Olson	Paramedic
Greg Payeur	EMT
Gary Polenz	EMT
Ryan Rieben	Paramedic
Jason Sperle	EMT
Mike Troy	EMT
James Walker	EMT
Joseph Yurkunas	EMT

APPENDIX B

SENIORITY LIST

Last Name	First Name	Seniority Date
Foulke	Jeffrey	06/18/96
Koepe	Scott	05/03/99
Derksen	David	03/29/00
Dorian	David	03/30/00
Carnahan	Edward	04/01/00
Payeur	Gregory	04/02/00
Bach	Jody	04/28/04
Sperle	Jason	04/30/04
Graham	William	10/27/04
Chevrette	Michael	11/04/04
Rieben	Ryan	11/09/04
Corwin	Adam	11/10/04
Yurkunas	Joseph	11/09/05
Olson	Daniel	04/16/06
Decaro	John	01/19/08
D'Agostino	Bradley	10/03/08
Polenz	Gary	06/18/09
Troy	Michael	01/11/10
Walker	James	01/11/10
Girbach	Russell	01/11/10
Ellwein	Aaron	02/20/13
Catalfo	Joseph	02/20/13
Damon	Paul	02/20/13
Latson	Jacob	06/16/15
Brighton	Dustin	04/24/17