

**AGREEMENT**

**BETWEEN**

**GLEN ARBOR TOWNSHIP**

**and**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
GLEN LAKE FIREFIGHTERS  
LOCAL 5086**

**FOR THE PERIOD**

**SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2022**

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## **AGREEMENT**

This Agreement entered into effective September 1, 2019 by and between; Glen Arbor Township (hereinafter referred to as the “Township” or the “Employer”) and the International Association of Firefighters Union L-5086, also known as the Glen Lake Firefighters Association (hereinafter referred to as the “Union”).

### **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 Employer, the employees of the Glen Lake Fire Department and the Union.

The parties recognize the essential public service here involved and that the interest of the Community and the job security of the employees depend upon the Township’s success in establishing and maintaining an essential public service vital to the health, safety and welfare of the citizens of Glen Arbor Township and its surrounding service areas.

The parties mutually recognize that the responsibility of both the employees and the Township to the public requires that any dispute arising between the employees and the Township be adjusted and settled in an orderly manner without interruption of said service to the public.

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

The headings used in this Agreement and the exhibits neither add to, nor subtract from the meaning, but are for reference only.

Reference to the male gender shall apply equally to the female gender and vice versa.

### **ARTICLE 2** **RECOGNITION**

The Township recognizes the Union as the sole and exclusive representative of the employees of the Glen Lake Fire Department, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified and in which the Union is recognized as the collective bargaining representative, subject to and in accordance with the provisions of the Michigan Employment Relations Act, Act 336 of the Public Acts of 1947, as amended:

Bargaining unit employees include all full-time employees of the Glen Lake Fire Department excluding the Fire Chief, Assistant Chief, Deputy Chief, executive assistant to the Fire Chief, and part-time employees.

**ARTICLE 3**  
**DUES DEDUCTION AND AGENCY FEES**

**Section 1. Union Membership – Service Fees.**

Due to the 2018 U. S. Supreme Court ruling in *Janus vs AFSCME District Council 31*, a member of the bargaining unit who does not wish to be a member of the Union shall not be responsible for paying to the Union a “service fee,” a “fair share” fee, an “agency fee,” or similar membership fee. Each member of the bargaining unit has the right to refuse membership in the Union, without stating any reason therefor, and the Union agrees that it shall not discriminate against any employee because of his/her refusal to become a member of the Union. If a member of the bargaining unit wishes to voluntarily pay into the Union a “service fee,” a “fair share” fee, or “agency fee,” the payment amount shall be that amount equal to the Union’s regular initiation fee and a monthly service charge limited to an amount equal to the monthly dues and assessments uniformly applied to Union members solely as a contribution toward the administration of this agreement.

**Section 2. Dues Deduction.**

During the period covered by this Agreement the Employer agrees to deduct, as dues, or service charge, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, fees and assessments. Such sums accompanied by a list of employees who had authorized such deduction and from whom no deductions were made and the reasons, therefor, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

The form of authorization for check off dues shall be as deemed appropriate by the Township and the Union.

The Township shall in no way be liable for uncollected fees or dues from employees not authorizing a payroll deduction for said fees or dues.

In the event a refund is due any employee for any sums deducted from wages and paid the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

The Union agrees to indemnify and hold the Township harmless from and against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Township’s compliance with the provisions of this Article. In the event any action or claims are commenced against the Employer to recover such sums deducted under this Article, the Union shall reimburse the Employer for any amounts deducted from any employee’s pay and paid to the Union by the Employer that the Employer is subsequently required to repay to the employee.

The Union will notify the employee in writing of any changes of dues or service fees thirty (30) days prior to the effective date of such changes.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

The Union understands and agrees that the Employer possesses and may exercise all of its rights, powers, privileges and authority that it had prior to the execution of this Agreement and that nothing in this Agreement shall be construed or implied to limit the Employer in any way in the exercise of any such rights, powers, privileges or authority except to the specific and exact extent relinquished, modified or limited by specific provisions of this contract herein.

It shall be the chief responsibility of the Employer to operate the Glen Lake Fire Department in the most efficient manner and to ensure the best possible service to the citizens of Glen Arbor Township and its surrounding service areas. When exercising this responsibility, the Employer shall exercise it with its sole discretion, without interference or restraint unless specifically abrogated or limited by the provisions of this contract.

Certain decisions must remain exclusively those of the Employer. To that end, unless otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Glen Lake Fire Department in all of its operations, activities and services. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and, in all respects, carry out the ordinary and customary function of management, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

Except as otherwise specifically and expressly provided in this Agreement, the Employer shall have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish skill; to determine workloads; to determine the amount of overtime to be worked; to establish and change work schedules; to provide and assign relief personnel; to establish and require employees to observe rules and regulations and to establish penalties for violations of rules and regulations; to make evaluations as to skill and ability; and to determine work priorities and to otherwise manage the services of the Employer Glen Lake Fire Department for the benefit of its citizens in conformance with the terms of this Agreement.

#### **Section 2.**

The Union hereby agrees that the functions and prerogatives of the Employer which have not been expressly modified or restricted by specific provisions of this Agreement are retained and vested exclusively within the sole power and discretion of the Employer.

#### **Section 3.**

The Fire Chief may occasionally perform work-which would otherwise be performed by a member of the bargaining unit.

**Section 4. Subcontracting.**

The Union recognizes that the Employer has the right to contract or subcontract its services.

**Section 5. Employer's Right to Integrate Services.**

The Employer retains the right, in its sole discretion, to decide to enter into integration of emergency services. The Employer will notify the Union in advance of entering into such integration. The Union agrees to participate in discussion and to bargain about the effects of such integration on bargaining unit personnel. This shall not constitute a contract reopener or waiver by the Union of any bargaining rights.

**Section 6.**

The Employer may hire part-time employees to perform bargaining unit work.

**ARTICLE 5**  
**NO STRIKE-LOCKOUT**

**Section 1.**

The Employer shall not lockout employees during the term of this Agreement.

**Section 2.**

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Accordingly, for the duration of this Agreement, there shall be no strikes, sit downs, slow downs, stoppages of work, sympathy strike or any other acts of any nature that tend to interfere with the operation of the Glen Lake Fire Department, nor picketing of any nature. The Union agrees that during the life of this Agreement neither it nor its officers, representatives, stewards or members will for any reason, directly or indirectly, call, sanction, encourage, support or engage in any strike, work stoppage, slow down or any of the other foregoing activities.

In the event of a strike, work stoppage, slow down or any of the other foregoing activities, the Union and Employer shall instruct the involved employees in writing that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge at the discretion of the Township, and the Union shall instruct all such persons to immediately cease such conduct.

The employees and the Union further agree that they shall not use the services of outside persons to perform any of the foregoing activities.

The Employer shall have the right to discharge or otherwise discipline any employee who is responsible for, who shall participate in, or who shall give leadership to any activity herein proscribed. Any employee in violation of this Article shall have no recourse through the grievance or arbitration procedures and the Union agrees it will not represent members who violate this Article.

**ARTICLE 6**  
**UNION ACTIVITY**

**Section 1.**

The Employer agrees that there should be no discrimination against any employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

**Section 2.**

The Union may be permitted to schedule meetings on the Employer's property with the prior approval of the Fire Chief, provided that such meetings are not disruptive of the duties of any Township employee or the efficient operation of any Township department. Sufficient notice of such meetings must be given to the Fire Chief or his designated representative. The Fire Chief or his designated representative shall have the sole discretion to approve or deny the request and to designate the location of the meeting.

**Section 3.**

The Employer agrees to recognize a collective bargaining committee composed of not more than three (3) employee members chosen by the Union membership. The function of the committee shall be to meet with representatives of the Employer for purposes of collective bargaining convened in accordance with this Agreement. The Employer will also recognize an outside Union business agent, elected Union official or Union service representative in addition to Union counsel. The outside Union representative or his designee shall be the chairman and spokesman of such negotiation committee. The Fire Chief, in his sole discretion, may permit up to one Union representative to attend negotiations while on duty.

**Section 4.**

The Employer recognizes the right of the Union to elect a steward and alternate steward. Stewards shall be full-time employees working in the bargaining unit. The Union shall notify the Fire Chief in writing of the names and titles of its representatives. No representative will be recognized or permitted to act as such until the Fire Chief is advised in writing that the person has become a representative.

After obtaining approval of the Fire Chief, and recording his time, the steward (and in his absence, the alternate steward) will be permitted to leave his work during working hours, without loss of pay, for the purpose of presenting grievances to the Employer in accordance with the terms of the grievance procedure. The privilege of the steward (or in his absence, the alternate steward) to leave his work during working hours, without loss of pay, is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and that he will continue to work at his assigned job at all times except when permitted to leave his work for the purpose of handling grievances. The steward (or alternate steward) will report his time to the Fire Chief upon returning from the grievance discussion. The steward (or alternate steward) shall not be paid beyond his normal scheduled hours and shall receive no overtime or compensatory time for such activities.

**Section 5.**

The Employer will allow the hanging of the Union Charter within the lobby of Glen Lake Station #1 with no discrimination held against the Union or its members. The Employer will provide space for a Union bulletin board in both Fire Stations. The bulletin board shall be used only for the following types of notices:

1. Recreational and social events of the Union;
2. Union meetings;
3. Union elections;
4. Reports of Union committees;
5. Rulings or policies of the Union.
6. Other items as approved by the Fire Chief.

The policing of the Union bulletin board is the obligation of the Union. Any material posted on the bulletin board and authorized by the Union to be posted which contains anything political, or in poor taste, or anything reflecting upon the Employer, any of its employees, or any labor organizations among its employees, or any advertising, shall be in violation of this Article and shall entitle the Employer to require the Union to remove such material. The Union shall designate one member to police the bulletin board and post Union materials. The name of the member shall be provided to the Fire Chief in writing. Posting of Union material may be permitted during working hours provided there is no abuse of time or disruption of operations.

**Section 6.****Union Leave for Conferences or Conventions.**

Reasonable time off, without discrimination or loss of seniority rights, and without pay will be granted to one employee designated by the Union to attend a labor convention, serve in any capacity on other official Union business, provided seventy-two (72) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. The designated employee may use paid time off to attend such meetings. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. It is further understood that time off granted shall not generate any overtime or compensatory time within the Fire Department.

**Section 7.****Union Access to Employer Premises.**

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement providing that contact is first made with the Fire Chief and that the visit does not interfere with the progress of the work force.

**ARTICLE 7**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.**

It is the intent of the parties to this Agreement that the procedures hereby established shall serve as the sole means for the prompt disposition and amicable settlement of any grievances that arise between them. Both parties agree that all grievances should be dealt with promptly, and every effort should be made to settle grievances at the earliest level possible.

**Section 2.**

A “grievance” is defined as a complaint by an employee or the Union and shall be limited to matters of interpretation or application of the express provisions of this Agreement. The grievance shall state what contract provision or provisions have been violated and the requested remedy. The parties agree that each step of the following grievance procedure must be adhered to as set forth herein:

**Step 1 – Verbal Discussion.**

An employee having a grievance, after first discussing the matter with the steward, shall, within five (5) days after the act or incident complained of, present his grievance verbally to the Fire Chief. The steward shall be present to present the grievance at this step if so requested by the employee.

**Step 2 – Written Grievance.**

If the employee and Fire Chief are unable to adjust the grievance, it shall be reduced to writing, setting forth the facts necessary to an understanding of the issues involved, and the portion(s) of this Agreement allegedly involved, signed by the grievant, and submitted by the steward to the Fire Chief for resolution. Any grievance not signed by the grievant submitted and received by the Fire Chief within five (5) days after its occurrence shall be deemed to have been waived and considered automatically closed. The grievance shall be discussed between the steward and the Fire Chief or his designee. The Fire Chief or his designee shall give his written decision within five (5) days of receipt of the written grievance. Grievances not answered within the prescribed time limit shall be moved to the next step of the grievance procedure.

**Step 3. – Township Supervisor.**

If the grievance is not satisfactorily settled by written disposition at Step 2, it shall be presented to the Township Supervisor within three (3) days of receipt of the written disposition at Step 2 or upon expiration of the aforementioned five (5) days. The Township Supervisor or his designee shall provide a written disposition of the grievance to the steward not less than ten (10) days after the date on which the Township Supervisor received

the written grievance. Grievances not answered within the prescribed time limit shall be moved to the next step of the grievance procedure.

Step 4. – Arbitration.

In the event the grievance is not satisfactorily settled in Step 4 the Union may invoke arbitration of the issue in accordance with the following procedure.

(i) Selection of Arbitrator.

Within ten (10) days of receipt of disposition of Step 4 or upon expiration of the aforementioned ten (10) days, the Union shall provide a written notice of intent to file for arbitration to the Township Supervisor. The arbitrator shall be selected in a manner determined by both parties to this Agreement within thirty (30) days. Should the parties fail to agree upon an impartial arbitrator a request for a list of arbitrators will be made within ten (10) days to the MERC arbitration process or FMCS. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union.

(ii) Arbitrator's Powers.

Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator shall, at all times, be governed by the terms of this Agreement, and he or she shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator shall have no power to establish wage schedules or rates or to change any rate unless expressly provided for in this Agreement. Rates for new jobs and new job classifications shall not be subject to arbitration. The arbitrator recognizes that this Agreement shall, at all times, be interpreted and construed so as to effectively protect management's rights and the welfare, safety, and protection of the general public.

Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. No claim for back wages shall exceed the amount of wages the employee would otherwise earn at his regular rate less any unemployment compensation and/or any compensation received subsequent to removal from payroll.

The decision of the arbitrator shall be final and binding upon the Township, Union, the employees and the grievant. Expenses of the arbitrator shall be shared equally by the Township and the Union, except, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 3.**

Any settlement arrived at by the Township, and the Union is binding upon the Township, Union, the employees and the grievant.

**Section 4.**

Any grievance not appealed to the next step in the grievance procedure within the time period prescribed herein shall be considered settled on the basis of the last answer and not subject to further review. The time limits herein may be extended by mutual agreement. Such agreement must be in writing and signed by the designated representative of the Township and of the Union.

**Section 5.**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate less any unemployment compensation or compensation for personal services that the employee may have recovered.

**ARTICLE 8**  
**DISCIPLINE AND DISCHARGE**

No employee shall be disciplined or discharged without just cause. The nature of the discipline administered will be determined by the Employer based upon the circumstances and may result in any form of disciplinary action up through and including discharge from employment. Disciplinary action or measures may include, but are not limited to the following:

- Oral reprimand;
- Written reprimand;
- Suspension;
- Demotion;
- Discharge.

In the event an employee is discharged, the Union may elect to bypass Steps 1, 2 and 3 of the grievance procedure by filing a grievance and serving a written request within three (3) days after the discharge is effective on the Township Supervisor, and the discharge grievance shall thereafter be processed starting with Step 3 of the grievance procedure.

The Township shall not consider any previous record of disciplinary action if there has been no such action within three (3) years prior to the present complaint.

**ARTICLE 9**  
**SENIORITY/PROBATION/LAYOFF**

**Section 1.**

Seniority is defined as the employee’s record of employment since his last date of hire with the Glen Arbor/North Flight Fire Department in a full-time permanent position. Seniority shall be determined first by the employee’s rank or classification, second by the date of rank or classification, and finally by the employee’s last date of hire in a full-time permanent position in the Glen Lake Fire Department. No time shall be deducted from an employee’s seniority due to

absences occasioned by authorized leaves of absence, vacations, work related sick or accident leaves or layoff, except as hereinafter provided.

## **Section 2.**

All new full-time employees shall be probationary employees during the first twelve (12) months of their employment. The probationary period may be extended up to six (6) months at the discretion of the Fire Chief without recourse to the grievance procedure. During the probationary period, the new employee shall have no seniority status and may be laid off, transferred, assigned or disciplined, up to and including discharge, at the sole discretion of the Employer without recourse to the grievance procedure. Only on-the-job time shall be counted toward an employee's probationary period.

At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her last date of hire. All benefits afforded herein shall be applied after ninety (90) days from hire date and are subject to pro rata application where indicated.

Part-time employees shall not acquire seniority or be entitled to any benefits under this collective bargaining agreement. Part-time employees shall not be credited for seniority purposes or for purposes of computing their probationary period if they become full-time employees.

## **Section 3.**

### **Loss of Seniority.**

An employee shall lose his seniority for the following reasons:

- (a) If he quits or retires;
- (b) The employee is discharged, and the discharge is not reversed through the grievance procedure;
- (c) If he is absent without notice or excuse acceptable to the Employer for three (3) or more consecutive working days;
- (d) The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer at its sole discretion;
- (e) If the employee is laid off for a period in excess of twelve (12) months, or the length of seniority, whichever is less;
- (f) Separation upon permanent, partial or total disability;
- (g) If the employee is convicted of a felony, theft or high misdemeanor;
- (h) If the employee fraudulently enters information on his application for employment or any official report;
- (i) The employee engages in employment prohibited by this Agreement or Glen Lake Fire Department Employee Handbook;
- (j) If the Employer's insurance carrier refuses vehicle insurance coverage for the employee or causes the Employer's premium to be raised to a higher risk classification as a result of the employee's driving record. Extenuating

circumstances may be considered by the Employer without establishing a binding practice.

- (k) If the employee gives a fraudulent reason when requesting a leave of absence;
- (l) Failure to return to work within twenty-four (24) months after the date of a duty connected injury or within twelve (12) months after a non-duty connected illness or disability. Extenuating circumstances may be considered by the Employer at its sole discretion without establishing a binding practice.

#### **Section 4.**

The Employer shall maintain an up to date seniority list showing the names, job titles and date of hire of all employees of the Fire Department entitled to seniority. Up to date copies will be provided to the Union upon request. The seniority list may be posted on the Union bulletin board.

#### **Section 5.**

##### **Layoff and Recall.**

Layoff means a reduction in the working force. The Employer shall have the sole discretion in determining the number to be laid off and the classifications to be affected. Probationary full-time employees shall be laid off first. Thereafter, employees shall be laid off in accordance with their seniority in the rank and classification affected. A laid off employee shall be permitted to bump into a lower classification provided he has the requisite seniority, skill and qualifications to perform the job. When the working force is increased after a layoff, employees will be recalled according to seniority and qualifications. If an employee is laid off it will be his responsibility to register with the Employer his phone number, address and any change of address.

Employees may be recalled by phone; if the employee is not reached by phone, the Employer shall notify the employee by certified mail and shall also advise the Union steward of such recall. The employee shall notify the Employer of his intent to return to work within twenty-four (24) hours of receipt of notice. If the laid off employee has another job or has made verifiable arrangements that prevent the immediate return to work, then the employee must report for work within five (5) calendar days. If a certified letter is returned to the Employer, the Employer shall have no further responsibility under this section. Employees failing to report to work within five (5) calendar days shall be considered a quit and he or she shall lose all seniority rights under this Agreement. Extension may be granted by the Employer in its sole discretion in proper cases.

## **ARTICLE 10** **RESIDENCY**

#### **Section 1.**

All members of the bargaining unit shall, as a condition of employment, reside within a 60-mile radius of Glen Lake Fire Station #1 or #2. Any current employee who resides outside the specified radius prior to the ratification of this agreement shall be permitted to remain outside said radius until said employee moves from his/her present residence.

New hires shall have six (6) months from successful completion of their probationary period to attain such residency.

**Section 2.**  
**Change of Address.**

Any change of address, phone numbers, emails, etc. shall be reported to the Fire Chief within seven (7) days.

**ARTICLE 11**  
**HOURS AND SCHEDULE**

Schedule rotation shall be as follows:

- (A) Week 1: Sunday (Off), **Monday (On)**, Tuesday (Off), **Wednesday (On)**, Thursday (Off), **Friday (On)**, Saturday (Off).

Week 2: **Sunday (On)**, Monday (Off), Tuesday (Off), Wednesday (Off), Thursday (Off), Friday (Off), **Saturday (On)**.

Week 3: Sunday (Off), Monday (Off), **Tuesday (On)**, Wednesday (Off), **Thursday (On)**, Friday (Off), Saturday (Off).

After the end of Week 3, the rotation begins back at Week 1. The schedule repeats every three weeks.

- (B) Voluntary Overtime:  
Voluntary overtime will be scheduled using the department's scheduling software. Part Time employees will have first opportunity at filling shifts. Remaining shifts will be offered to Full time staff. If two or more people sign up for the same shift, the person with the less amount of overtime hours will be granted the shift.

- (C) Holdover:  
If the oncoming personnel are not sufficient in numbers to accomplish the department's minimum staffing requirements, then sufficient numbers of personnel shall be held over to accomplish a minimum staffing. This holdover may be up to 12 hours not to exceed 36 consecutive hours.

An employee on shift trade is subject to mandatory holdover based on their last date of holdover.

The member filling the position for which the opening is created is required to remain until the replacement member arrives and held over member will be given credit for overtime worked on the mandatory overtime list if held over for more than 1 hour.

- (D) Mandatory Call-Back List:  
Mandatory call-back are hours an employee is required to work in order to maintain minimum staffing. For the purpose of this policy mandatory does not apply if the

hours worked are a continuation of their assigned shift (i.e. late calls, awaiting a transfer relief) or the amount of time worked is less than 1 hour.

(E) Mandatory Overtime shall be filled in the following manner:

- a. A tally of total hours worked per employee from a designated annual start date (calendar, fiscal, contract), will be used to create the mandatory overtime list. Both parties agree that a six-month trial period of the proposed Mandatory Overtime shall occur. If, after the six-month trial period is deemed unsatisfactory, the department will revert back to the previous Mandatory Overtime guideline implemented in the previous contract.
- b. The employee with the least number of hours worked preceding the vacant shift will be called in or held over. Not to exceed 36 hours of continuous hours worked.
- c. Should employee hours be equal, the employee with the least amount of seniority will be mandated.
- d. An employee on scheduled pre-approved leave will not be subject to mandatory overtime assignment, provided that the time off was scheduled at least sixty (60) days in advance.
- e. Mandatory Overtime list shall reset annually on April 1<sup>st</sup>.

(F) Tardy/Failure to Report:

- a. Employees are expected to report to their assigned work location with the proper compliment of personal protective equipment (PPE) and operational uniforms by their assigned time.
- b. During inclement weather conditions, operations employees are still expected to report to work at their designated time. If inclement weather conditions are occurring or are imminent, employees are expected to make appropriate time adjustments or vehicle arrangements. Employees will not be given compensation for extra hours prior to reporting time unless approved by the Chief of the department.
- c. If an employee fails to report on time, they will be considered tardy and subject to the following disciplinary action:

For each unexcused tardiness that occurs within a 365-day period, discipline shall be progressive:

1. First Occurrence: Leave without pay for time absent and a written warning.

2. Second Occurrence: Leave without pay for time absent and a written reprimand.
  3. Third Occurrence: Leave without pay for time absent and a 24-hour suspension without pay.
  4. Fourth Occurrence: Leave without pay for time absent and a 48-hour suspension without pay.
  5. Fifth Occurrence: Leave without pay for time absent and dismissal.
- d. An employee that fails to report to work within 4 hours of their scheduled time or mandatory call back will be considered absent without leave and subject to the following disciplinary action:

For each instance of failing to report that occurs within a 365-day period, discipline shall be progressive:

1. First Occurrence: Leave without pay for time absent and a written reprimand.
2. Second Occurrence: Leave without pay for time absent and a 48-hour suspension.
3. Third Occurrence: Leave without pay for time absent and dismissal.

(G) Scheduling of Paid Time Off (PTO):

Guaranteed PTO shall be requested at least sixty (60) days in advance. Other PTO may be submitted up to 48 hours prior to the time being requested but it shall be the employees' responsibility to find coverage if necessary. Employees may utilize a maximum of four (4) Scheduled PTO days per year in conjunction with 5 days off in a scheduled rotation.

## **ARTICLE 12**

### **SHIFT ASSIGNMENTS**

Regular shift assignments, excluding special, emergency, and temporary assignments, shall be for a period of twelve (12) months. Shift assignments shall begin on January 1<sup>st</sup> of each year.

Employees desiring to change shift assignments must file an application in writing with the Fire Chief no later than October 15. Assignments to a shift will be on the basis of seniority, provided the Employer retains the sole discretion to maintain a suitable distribution of experienced and trained employees/supervisors on each shift or platoon. If an employee has worked on either the same shift or on the same platoon for a twelve (12) month period, the Fire Chief may assign the

employee to a different shift or platoon, in his sole discretion. The Fire Chief will provide thirty (30) days' notice of normal shift changes.

An employee's assignment to a shift shall, in no way infringe on the right of the Fire Chief to make special, emergency and temporary assignments, in his sole discretion.

Employees with two (2) years of seniority in rank or less are not entitled to select a regular shift assignment. Such employees will be assigned shifts by the Fire Chief and the Fire Chief may transfer such employees to other shifts at any time and for any reason.

### **ARTICLE 13** **TRADE TIME**

Upon advance written request, employees may be permitted to trade workdays or any portion thereof with other employees in the same classification. Unless otherwise agreed to by the Fire Chief in writing, trades must be paid back within one-hundred and twenty (120) days. Trades must be recorded in Department approved software and authorized by the Fire Chief or his designee.

Trading of days shall not result in overtime, comp time, or increased cost to the Employer. The Fire Chief or his designee retain the sole discretion to approve or deny all trade requests.

### **ARTICLE 14** **OUTSIDE EMPLOYMENT**

Full-time employees may, upon prior written application and approval by the Fire Chief, engage in outside employment, including self-employment, provided that no such outside employment conflicts with the employee's duties as may be assigned and required from time to time by the Township or interferes with the availability of the employee for such duties. Employees shall not engage in any outside employment which interferes with or conflicts with their employment duties for the Township. If the Fire Chief does not approve the outside employment, the employee may appeal the decision to the Township's Supervisor. Employees currently engaged in outside employment shall report such employment to the Fire Chief or his/her designee within thirty (30) days of the effective date of this Agreement.

Continued efforts by the Township to cooperate with employees in permitting outside employment will not be construed as a waiver of the Township's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off duty hours.

Where approval for outside employment is granted, continuation of such employment will be at the discretion of the Fire Chief and approval may be withdrawn at any time upon a determination by the Fire Chief that such outside employment presents a conflict of interest or is detrimental to the efficiency of the Fire Department, the employee or to the work performed by the employee on behalf of the Township.

**ARTICLE 15**  
**WAGES/OVERTIME**

**Section 1.**

Employee straight time rates shall be as set as forth in the Wage Scale of this Agreement. Employees will be paid according to their Northwest Regional Medical Control Authority (NRMCA) level of function (LOF) and upon successful completion of the Department's orientation process for that level of function. The Chief of the Department must approve all changes in LOF.

An employee's calculated annual wage rate shall be paid in twenty-six (26) payments per payroll year. Pay step advances will be granted when conditions of employment are met and upon satisfactory annual performance evaluation. Pay step increases shall take effect the first full pay period of the new fiscal year. (April 1<sup>st</sup> or after) There shall be no pay period where an employee is paid two (2) different regular or overtime rates.

The Fire Chief, for purposes of recruitment and retention may offer a higher starting wage-than indicated in the Wage Scale. All parties agree this must be used judiciously and will follow department standard operating guideline 200-218 – Early Wage Scale Advancement.

**Section 2.**

When an employee is promoted or reclassified to a higher job classification, he/she will be paid the minimum rate of the appropriate pay range or at the lowest step in the wage scale which provides for an increase in his/her base wage/salary. In these cases, advancement in the wage scale thereafter shall be annual until the employee reaches the last step in the wage scale.

**Section 3. Overtime.**

All overtime worked by non-exempt (FTN or PT) employees must be approved by the immediate supervisor in advance of being worked. However, in the case of emergencies, the employee must notify the supervisors as soon as possible of the need to work overtime. Employees will report actual time worked to their supervisors during the pay period in which the overtime was worked.

Overtime will be paid for hours worked in excess of one hundred and six (106). Overtime shall be equal to one and one-half (1-1/2) times the employee's straight time hourly rate. Overtime will be paid in thirty (30) minute increments.

Full-time employees that attend pre-approved meetings, trainings, and other official Department activities; or respond to requests for Department services (EMS and/or fire) during off-duty time shall document their hours on the daily time sheet and indicate the nature of the Department activity for which overtime is to be paid.

### WAGE SCALE

Effective April 1, 2019		1	2	3	4	5
Firefighter	EMT	\$12.37	\$13.33	\$14.29	\$15.24	\$16.20
	Paramedic	\$17.84	\$18.79	\$19.75	\$20.70	\$21.66
Lieutenant	EMT	\$14.76	\$16.02	\$17.27	\$18.52	\$19.77
	Paramedic	\$19.81	\$21.06	\$22.31	\$23.55	\$24.81
Captain	EMT	\$17.34	\$18.59	\$19.84	\$21.09	\$22.34
	Paramedic	\$22.38	\$23.64	\$24.88	\$26.13	\$27.38

Effective 1st pay period after April 1, 2020							Percent increase from previous year ↓
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
		<u>Hire</u>	<u>6 months</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Firefighter	EMT	13.61	14.66	15.72	16.76	17.82	10%
	Paramedic	18.38	19.35	20.34	21.32	22.31	3%
Lieutenant	EMT	16.23	17.62	18.99	20.37	21.75	10%
	Paramedic	20.40	21.69	22.98	24.26	25.55	3%
Captain	EMT	19.07	20.45	21.82	23.20	24.57	10%
	Paramedic	23.05	24.35	25.63	26.91	28.20	3%

Effective 1st pay period after April 1, 2021							
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
		<u>Hire</u>	<u>6 months</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Firefighter	EMT	14.02	15.10	16.19	17.27	18.35	3%
	Paramedic	18.93	19.93	20.95	21.96	22.98	3%
Lieutenant	EMT	16.71	18.15	19.56	20.98	22.40	3%
	Paramedic	21.02	22.34	23.67	24.98	26.32	3%
Captain	EMT	19.64	21.06	22.47	23.90	25.31	3%
	Paramedic	23.74	25.08	26.40	27.72	29.05	3%

Effective 1st pay period after April 1, 2022							
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
		<u>Hire</u>	<u>6 months</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	
Firefighter	EMT	14.44	15.56	16.68	17.78	18.91	3%
	Paramedic	19.49	20.53	21.58	22.62	23.67	3%
Lieutenant	EMT	17.21	18.69	20.15	21.61	23.07	3%
	Paramedic	21.65	23.01	24.38	25.73	27.11	3%
Captain	EMT	20.23	21.69	23.14	24.62	26.07	3%
	Paramedic	24.46	25.83	27.19	28.55	29.92	3%

**ARTICLE 16**  
**PAID TIME OFF**

**Section 1**

Paid time off (PTO) is provided to regular, full-time employees who work thirty-two (32) or more hours per week. PTO hours are to be used for the purpose of vacation, and personal needs.

All PTO hours used must be scheduled on the Department's scheduling system and also recorded on employee timecards/sheets. PTO is paid at an employee's current hourly rate and is not included in payroll overtime (OT) calculations.

**Section 2**

"Scheduled PTO" is guaranteed PTO which has been submitted at least 60 days in advance.

Multiple scheduled PTO requests for the same date will be addressed and granted based on a "first come, first served" basis. If requests for time off are submitted on the same day the higher seniority employee would be granted the time off. PTO requests for the new fiscal year shall not be submitted or approved prior to 30 days before the new fiscal year.

"Elective PTO" is not guaranteed PTO. In order to receive elective PTO employee levels must meet or exceed minimum during the employee's absence. Employees will not be forced to hold over to fill the vacancy. All elective PTO must be pre-scheduled at least forty-eight hours (48) prior to the time it is to be taken and is subject to supervisor's approval.

Requests for all PTO may be denied based on the staffing needs of the Department or if an insufficient number of PTO hours have been accumulated at the time of their request. When a holiday falls during an employee's scheduled PTO, the holiday will be paid as a holiday and not as a PTO day. PTO used but not scheduled at least forty-eight (48) hours in advance may result in denial of a request.

Employees may not use PTO days to extend their termination or retirement date. Employees placed on military leave, which extends six (6) months or more, will be paid unused PTO at one hundred percent (100%).

**Section 3**

Employees are front-loaded the appropriate PTO hours for their seniority level every April 1<sup>st</sup> with special handling of new employee’s initial PTO allotments as set forth below. There is no accrual rate.

Effective April 1, 2020 PTO steps are as follows:

Seniority/PTO Hours per Year

New hires: *See Section 5*

1 through 3 years: 144

4 through 7 years: 192

8 through 10 years: 240

11+ years: 288

Employees shall advance to the next step in the PTO scale on April 1 following their GLFD hire anniversary date.

**Section 4**

PTO payout – Employees will have the option of an early PTO payout on the first payday in December of each year. PTO will be paid down to an amount of hours designated by employee to reserve and paid out at a ninety percent (90%) rate.

All unused PTO in excess of the seventy-two (72) hours will be paid out in the last payday of March at 100% rate. If PTO remaining is seventy-two (72) hours or less, that PTO may be rolled over to the next year.

All PTO payouts are paid at the regular (straight time) rate. PTO does not count toward overtime hour calculations.

**Section 5**

**New Employees initial PTO allotments.**

New employees will be credited with ninety-six (96) hours of PTO after successful completion of 6 months of employment.

**Section 6**

**Terminations.**

Employees who voluntarily terminate any time after completing their first year of employment shall be paid the balance of PTO in their bank. There shall be no PTO payout for employees terminated by the Department.

**Section 7**

PTO hours must be used to account for the difference between scheduled and worked hours, including time missed during the first seven (7) consecutive calendar days of a short-term disability. If PTO hours are unavailable, insufficient, or elected not to be used by employee in order to cover their time missed, then the time missed will be unpaid.

**ARTICLE 17**  
**HOLIDAYS**

All full-time employees shall be paid eight (8) hours straight time for the below designated holidays:

New Year's Day (January 1)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first Monday in September)  
Thanksgiving Day (4<sup>th</sup> Thursday in November)  
Christmas Day (December 25)

To be eligible for holiday pay, the employee must work his last scheduled workday preceding the holiday and the succeeding scheduled workday after the holiday, otherwise no holiday pay will be granted.

Holidays that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

Employees shall be paid time and one-half for all hours worked on the holiday.

**ARTICLE 18**  
**BEREAVEMENT**

In the event of death of one of the following listed relatives:

*Spouse, parents, stepparents, children, step-children, grandparents, grandchildren, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.*  
A full-time non-probationary employee shall be entitled to leave without loss of pay to attend the funeral and the immediate one (1) prior calendar day for a period not to exceed three (3) regularly scheduled shifts.

If funeral services are to be held at a place located three hundred (300) miles or more from Glen Arbor Township, two (2) additional calendar days shall be allowed for leave, which shall be charged to PTO. Additional time off without pay may be granted by the Fire Chief or his designee. Employees may be permitted to use PTO in lieu of no compensation.

**ARTICLE 19**  
**JURY DUTY**

Non-probationary full-time employees required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay. Payment for jury duty shall be based upon one-half (1/2) day or whole day called for jury duty if the employee would have otherwise been scheduled to work for the Employer. Employees dismissed from jury duty shall return to work that day to complete the balance of hours of his shift. Upon request, the Employer

may excuse an employee from returning to work and the employee shall not be entitled to compensation for the balance of his shift. The employee may be permitted to use PTO in lieu of no compensation. Employees must submit proof of jury duty attendance and pay.

**ARTICLE 20**  
**MILITARY LEAVE**

The reemployment rights of employees who enlist or who are inducted into the armed services of the United States shall be entitled to seniority and reemployment rights as provided by applicable federal laws and regulations.

**ARTICLE 21**  
**RETIREMENT**

**Section 1.**

The Township agrees to offer a 457(b) deferred compensation plan through an investment vehicle selected by the Township. The Township shall contribute into each employees 457(b) deferred compensation plan based on the schedule described below.

1<sup>st</sup> pay period after April 1, 2020 – Employer Contribution 6% with Employee 3% Contribution

1<sup>st</sup> pay period after April 1, 2021 – Employer Contribution 9% with Employee 3% Contribution

1<sup>st</sup> pay period after April 1, 2022 – Employer Contribution 12% with Employee 3% Contribution

All employer and employee contributions will be based on the employee’s total wages including overtime hours. The combined contributions of both sources must not exceed the IRS maximum contribution limit.

It shall be required that the employee contributes at least 3% of his or her wages to be eligible to receive any contribution from the employer towards retirement.

**Section 2.**

Vesting shall be as follows:

<u>Years of Employment</u>	<u>Vested Percentage</u>
1	20%
2	40%
3	60%
4	80%
5	100%

**ARTICLE 22**  
**HEALTH, MEDICAL, DENTAL, VISION**

**Section 1**

The Township shall provide health insurance, including dental and optical benefits, on an age banded basis for all full-time employees of the Glen Lake Fire Department, their spouses and children up to age 19. The Township and employee each contribute a financial amount to provide benefits to each employee. The Township shall pay **80%** of the benefits and the employee will pay the remaining **20%** of benefits. The health insurance plan shall be that which is in effect at the time of ratification of this Agreement.

The Township retains the right to review alternate health care providers and to implement such programs provided the carriers are licensed to do business in the State of Michigan and provides insurance benefits under a policy substantially comparable to those provided under the current plan.

**Section 2**

An employee who has medical, vision, dental and pharmacy coverage through insurance provided by an employed relative may elect during the insurance company's open enrollment period of each year to refuse to participate in the Township's medical, vision, dental, and pharmacy plan for the current year.

In order to opt out of coverage under the Township's hospitalization coverage, an employee must do so in writing on a form provided by the Township, and must provide the Township Supervisor with acceptable proof that the employee and eligible dependents, if any, are covered by other insurance.

An employee who waives health insurance coverage shall not be permitted to revoke or rescind such waiver until the next open enrollment period; provided however, an employee subject to policy requirements and conditions, may reinstate his health insurance in the event coverage provided by a relative is terminated. Employees who are no longer covered by a relative's insurance plan must provide written notice to the Township within thirty (30) days of the loss of said insurance.

**Section 3**

**Insurance Advisory Committee**

A Health Insurance Advisory Committee shall be established consisting of not more than three (3) representatives from each party. The Committee shall meet at least one (1) time annually to consider health, dental and vision care issues, including issues pertaining to existing plans and coverages. The Committee shall have the authority to make recommendations to the Township as warranted. No change in existing health, dental and vision benefits shall occur based on any recommendation without the written, mutual consent of the parties.

**ARTICLE 23**  
**SHORT TERM/LONG TERM DISABILITY INSURANCE**

**Section 1**

**Short Term Disability**

The Township will provide short term disability insurance for benefited employees providing for payment in the amount of sixty (60%) percent of the first Twelve Hundred Dollars (\$1,200.00) of the employee's weekly wages. Disability earnings after seven (7) days off the job up to a maximum of ninety (90) days. The base period shall be forty (40) hours. For details, the policy controls.

**Section 2**

**Long Term Disability.**

The Township will provide long term disability insurance for benefited employees. This insurance provides for payment of a maximum of sixty (60%) percent of the employee's wages after ninety (90) consecutive days of disability and an accepted disability claim. Such payment is accordingly reduced by any other applicable benefits. The base period shall be forty (40) hours. For details, the policy controls.

**ARTICLE 24**  
**HEALTH AND FITNESS PROGRAM**

**Section 1. Physical Fitness.**

Firefighting and rescue tasks are both mentally and physically demanding. These tasks often require muscular strength, muscular endurance, aerobic capacity, flexibility, equilibrium, and anaerobic power. The Township will provide a limited amount of exercise equipment and facilities for employees to use to assist them to prepare their bodies to meet the physical demands of firefighting and EMS tasks. Employees are encouraged to use the Department fitness facilities and equipment on a regular basis. Employees will be permitted to use exercise facilities at reasonable times during their duty shift and on off-duty days as well.

**Section 2. Health Examinations.**

As soon as possible after an offer of employment is made and no less than annually thereafter during the term of employment all employees will be required to undergo a health and physical examination conducted by (or performed under the supervision of) a licensed physician of the **EMPLOYER's** choice. The purpose of these examinations is to determine if the employee has any medical condition that would preclude him or her from performing Fire and EMS activities, including the use of Self Contained Breathing Apparatus (SCBA). These health and physical examinations shall include, at a minimum:

- a. Comprehensive medical history review. Employees will be expected to complete a medical history questionnaire which is to be reviewed and signed by the examiner (physician, PA/NP) and discussed with the employee.

- b. Height and weight measurement
- c. Vital sign assessment
- d. Random blood glucose measurement (may be waived if included in laboratory blood analysis)
- e. Visual acuity
- f. Hearing test
- g. Pulmonary function test
- h. Physical examination
- i. Laboratory blood analysis which includes testing of the following:
  - (1) Hematology (CBC with differential, platelet count)
  - (2) Electrolytes
  - (3) Liver Profile
  - (4) Thyroid Studies
  - (5) Lipids/cholesterol
- j. Urinalysis (test strip)
- k. 12-Lead EKG (if the employee is over 35 years of age, has a history of cardiovascular disease, or has experienced symptoms indicative of potential cardiovascular disease)
- l. Chest X-Ray (if for any reason a chest x-ray is not performed, employee must have a TB skin test)

Upon completion of the physical examination, the Department shall be provided with a written statement from the physician indicating the employee's ability (or inability) to perform firefighting and EMS functions of the Department based on examination findings. The Department shall pay reasonable and customary costs of this examination and associated testing that are not covered by the employee's health insurance coverage. The Department will not be responsible for the cost of any additional examinations, procedures, or testing not specified in this Agreement. The Department will not be responsible for the cost of treatment of any condition(s) discovered in the course of this examination, unless the condition can be proven to be directly caused by performance of Department duties, in which case Workers' Compensation coverage will be utilized as the sole source of benefit payments. In such cases, the employee will be expected to submit a claim under the Department's Workers' Compensation insurance plan.

## **ARTICLE 25** **LIGHT DUTY**

**Section 1.** If an employee is unable to perform the regular duties of his/her position due to an injury, illness, or pregnancy, he/she may be assigned to a light duty position, at the sole discretion of the Township, if such a position is available and if it is in the best interest of the Fire Department.

The employee shall provide a doctor's statement that he/she is unable to perform his/her regular duties. Job descriptions and required activities will be provided to the attending physician to assure proper assignments for light duty.

Light duty assignments will be determined by the Chief of the Fire Department and will be assigned as appropriate within any division within the Department. If, in the opinion of the doctor, the employee is not capable of the assigned work, the employee may be assigned to another available light duty assignment. This may be in any suitable task beneficial to the Fire Department that can be safely performed by the employee.

When on light duty, the work week schedule shall be forty (40) hours. When an employee is unable to work the full schedule, by virtue of the extent of illness or injury, a part-time schedule may be arranged, at the Fire Department's discretion, to meet the employee's physical capacities as determined by the attending physician.

**Section 2.** There will be no charge of PTO for attendance at a doctor's office, or for therapy due to an injury or illness which is job related and the subject of an accepted workers' compensation claim. PTO leave provisions will apply in the event the illness or injury is not an on-the-job injury.

**Section 3.** Time worked under light duty assignments will be considered as any other time worked in determining seniority.

Employees on light duty will only be eligible for overtime at the sole discretion and specific instruction of the Chief of the Fire Department.

**Section 4.** Light duty is intended as a temporary assignment only. No regular position will automatically be created to accommodate light duty restrictions on employees' activities.

A doctor's release will be required stating the employee is capable of returning to full unrestricted regular duty.

## **ARTICLE 26**

### **EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.**

The Employer agrees to utilize Backing the Badge as the department Employee Assistance Program (EAP). Upon written notice from a physician or EAP professional, the Employer shall allow an employee reasonable time off, without pay, if the employee does not have available paid time off, to seek necessary counseling or treatment and/or to utilize Backing the Badge's offerings. Such request for time off shall be made at least seventy-two (72) hours in advance, if circumstances permit.

**Section 2. Violation of drug/alcohol policies.**

Bargaining unit employees are strictly prohibited from reporting for duty, or while on duty, or while serving in any capacity, or attending any function, or other activity in the service of the Fire

Department, being or becoming influenced, or being or becoming intoxicated from any alcoholic beverage, or distillate, or controlled substance and drugs.

Any bargaining unit employee that shall violate the above paragraph or the Fire Department's Drug Free Work Place Policy shall be subject to discipline in accordance with Article 8.

The Employer has established a drug free workplace policy to comply with current law. It is agreed and understood that the drug free workplace policy may be modified from time to time to remain consistent with federal and/or state legislation or regulations and/or testing methodologies or requirements.

The Employer may require any employee to participate in a fitness for duty psychological evaluation by a psychologist or psychiatrist mutually selected by the Employer and Union if the Employer has an objectively observed and articulated reasonable basis to believe the employee is not physically or psychologically fit for duty. The reasonable basis to believe that any employee is psychologically unfit for duty must be discussed with the Union prior to any order being issued for such an evaluation. Any department records regarding the employee which are relevant to the incident giving rise to the evaluation may be made available to the evaluator and the results of the evaluation, as they pertain to fitness for duty, will be provided to the Employer and the employee. The Employer may require an employee to attend psychological or psychiatric counseling if the recommendation of the evaluator indicates that as appropriate to attain or retain fitness for duty.

## **ARTICLE 27** **LEAVE OF ABSENCE**

Employees may be eligible for unpaid leave of absence (at the sole discretion of the Employer) after their probationary period is completed and provided the employee has exhausted all paid time off. Any employee desiring an unpaid leave of absence shall first secure written permission from the Employer. The maximum unpaid leave of absence shall be for thirty (30) days and may be extended for like periods at the sole discretion of the Employer. Extensions must be approved in writing. During the unpaid leave of absence, the employee shall not engage in gainful employment in the same industry and classifications covered by this Agreement. Violation of this Agreement shall result in complete loss of seniority rights.

## **ARTICLE 28** **LIFE INSURANCE**

Each full-time employee shall be covered by up to Fifty Thousand (\$50,000.00) Dollars of life insurance after completion of ninety (90) working days. For details, the policy controls.

**ARTICLE 29**  
**PARAMEDIC LICENSURE**

All non-probationary bargaining unit employees may be required to obtain a paramedic license subsequent to the ratification of this Agreement. Selection of candidates shall, at a minimum, be a member who has been on the department for no less than two (2) years as a full-time employee. Selection of said member shall be volunteer based with recommendations by department paramedics but not based solely on seniority. Each member who wishes to request admission to the paramedic program shall prepare a written statement to the Fire Chief stating why they would like to be selected. Bargaining unit employees who obtain a paramedic license shall thereafter maintain said licensure throughout the duration of their employment. Failure to maintain said licensure will result in loss of seniority.

Employees required to obtain a paramedic license shall be compensated for all time attending class. The Township shall arrange for pay for all books and class expenses. Timing and selection of candidates for paramedic licensing shall be at the sole discretion of the Fire Chief. Once an employee obtains paramedic licensure and temporary NWRMCA Level of Function (LOF), they shall receive Step 1 paramedic wages or to a pay rate that increases the employees pay and begin the department probationary paramedic program under supervision of a senior paramedic. Time in the probationary paramedic program and final release of probation shall be at the discretion of the Fire Chief.

**ARTICLE 30**  
**PROMOTIONS**

**Section 1.** Promotions within the bargaining unit shall be made on the basis of employees meeting the minimum requirements of the higher-level position as specified and described in the job description. When a vacancy occurs, all qualified personnel shall be eligible to apply and will be given equal opportunity for the position. Vacancies shall be posted for a period of fourteen (14) calendar days, setting forth the requirements for the position. Employees interested shall apply within the fourteen (14) calendar day posting period. All promotions shall be subject to both written and oral examinations.

**Section 2.** When an employee is promoted or reclassified to a higher classification, he/she will be paid the minimum rate of the appropriate pay range or at a step which provides for an increase in salary.

A promoted employee shall be in probationary status for a period of one year. If, during the probationary period, the employee does not qualify in the new position for reasons other than misconduct or delinquency, the employee may be reinstated to the former position.

**ARTICLE 31**  
**LIEUTENANT AND CAPTAIN PROBATION PERIOD**

The candidate chosen from the current promotion list for lieutenant or captain will serve a one (1) year probationary period during which he will perform the duties of the higher rank. If at the end of this one (1) year period the employee can adequately perform the duties, he will be permanently raised to this position. If it is determined by the Employer in its sole discretion, any time during this one (1) year period that the employee cannot perform the duties, he will be returned to his prior position. The Employer agrees to meet with the employee at no less than three (3) month intervals to discuss his progress. During the probationary period, the employee shall have the opportunity to voluntarily revert to his former classification and former rate of pay.

**ARTICLE 32**  
**ACTING OUT OF CLASS PARAMEDIC**

Participants in the acting paramedic program must successfully complete the Department Probationary Paramedic Program and be approved to function as a paramedic in the Department. See Guideline 600-030 for complete details of the Probationary Paramedic Program.

All pay for acting status will be paid 110% of the employee's regular wage rate in accordance with Departmental policy.

Authorization for acting status shall be in accordance with Departmental policy.

### **ARTICLE 33** **UNIFORMS**

Effective April 1, 2020 the Employer shall furnish the following items of apparel to new hire full time employees (and existing full-time employees that have not yet obtained these items) within the first thirty (30) days of employment.

Work Uniform consisting of the following:

- (2) Long Sleeve dark blue duty shirt with Department patches
- (2) Short Sleeve dark blue duty shirts with Department patches
- (2) Pair navy blue slacks or EMS style pants (Department-approved style)
- (4) Department T-shirts
- (2) Job shirts
- (1) Black rescue belt (Department-approved style)
- (1) All-weather EMS coat (Department-approved style)
- (1) Pair black boots (Department-approved style)
- (1) Department badge with personnel number
- (2) Department styled baseball caps
- (2) Department styled winter beanie

All turn out gear shall conform to current NFPA standards and shall consist of the following:

- 1 - Bunker coat
- 1 - Pair of bunker pants and suspenders
- 1 - Pair of bunker boots
- 1 - Pair of structural firefighting gloves
- 1 - Traditional style structural firefighting Helmet
- 1 - Nomex hood
- 1 - Pair extrication gloves

The Employer agrees to provide one fitted Class A style uniform for each employee following completion of their probationary period. Uniform should include but is not limited to:

- Class A style hat with department badge (Hat color determined by rank)
- Class A style dress jacket
- Class A style dress pant
- Pair of dress shoes
- Matching dress shirt
- Name Tag
- Matching dress tie
- Matching dress style belt
  - Ranking pins and emblems related with position within department

The Employer agrees to replace all clothing required for duty that was damaged due to unpreventable circumstances (seam tears, blow outs, bodily fluid contaminations).

Cleaning facilities and supplies shall be provided by the Employer at the Fire Station and Employees shall have the right to utilize facilities for cleaning of all clothing issued. Contaminated clothing will be professionally cleaned by a qualified agency at the Employer's expense.

**ARTICLE 34**  
**EDUCATIONAL REIMBURSEMENT**

The Township agrees to request tuition reimbursement from the Fire and Rescue Association for job related courses and programs. Reimbursement is contingent upon approval by both the Association and the Fire Chief prior to enrollment. Said approval shall be at the sole discretion of the Association and Fire Chief. Reimbursement shall be limited to a maximum of \$5,000 per individual. Employees who successfully complete job-related courses and programs shall be reimbursed as follows:

- Passing a “pass/fail” class 75%
- C – 75%
- B – 85%
- A – 100%

Reimbursement shall not be made for books or other materials required for the course.

**ARTICLE 35**  
**MAINTENANCE OF CONDITIONS**

The Employer agrees that all conditions of employment in the Glen Lake Fire Department relating to wages, hours of work, overtime, differentials and general working conditions uniformly provided to members of the bargaining unit at the time of signing of this Agreement shall be maintained at not less than the highest minimum standards in effect in Glen Arbor Township at the time of signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to any inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

The Union agrees that the “Maintenance of Conditions” language contained herein shall not be used to interfere with the Employer’s right and/or obligation to train, equip or otherwise direct its Fire Department. The purpose of “Maintenance of Conditions” is to protect the Union and its members from any arbitrary, unreasonable, or discriminatory application and/or change in statutory terms and conditions of employment. The Union agrees that it shall not rely upon this section to impede legitimate management decisions.

**ARTICLE 36**  
**BARGAINING DURING THE TERM OF THIS AGREEMENT**

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements, oral or written, between such parties shall govern their relationship and shall be the source of any rights or claims which may be asserted.

The parties hereby acknowledge that during the negotiations which resulted in this Agreement, each party had an unlimited right to make demands and proposals with respect to any subject matter not removed by ordinance, charter or law from the area of collective bargaining. This contract constitutes the entire agreement between the parties, and during the life hereof both the Union and the Employer waive the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted therefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement. The provisions of this Agreement can be amended, supplemented, or otherwise altered only by mutual agreement in writing by both parties. This Agreement cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing.

**ARTICLE 37**  
**SEPARABILITY AND SAVINGS CLAUSE**

**Section 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 entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

**Section 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 provisions held invalid.

**ARTICLE 38**  
**TERMINATION OF AGREEMENT**

**Section 1**

This Agreement shall be in full force and effect September 1, 2019 through August 31, 2022 and shall continue in full force and effect from year to year thereafter, unless written notice of the desire to terminate, modify, alter, renegotiate, change or amend this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration. In the event that negotiations relative to proposed amendments or modifications of this Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect until such time as a successor collective bargaining agreement is reached or an Act 312 arbitrator resolves all of the remaining issues between the parties.

**ARTICLE 39**  
**PERFORMANCE EVALUATIONS**

**Section 1**

The Employer recognizes the need to re-evaluate each member annually. At the end of each calendar year, annual performance evaluations of each employee are to be done by their shift Lieutenant. Each Lieutenant has authority to give direction on employee improvement. If an employee does not meet performance objectives and/or department standards, the Fire Chief shall have the right to make any changes to personnel status.

With the same guidelines specified to the full-time firefighters, each full-time member shall be able to evaluate their shift Lieutenant. Each performance evaluation of the shift Lieutenants will be reviewed by the Fire Chief. The Fire Chief shall have the right to make any changes to personnel status, if performance objectives and department standards are not met.

**Section 2**

The Township recognizes that the department Fire Chief needs evaluation, just as the employees do. Each employee of the department shall be given the right to evaluate the performance of the Fire Chief annually. The evaluations of the Fire Chief shall be reviewed by the Township Supervisor and/or the Township board. The Township Supervisor shall have the right to make any changes to personnel status if performance objectives and department standards are not met, albeit, if greater discipline is needed, the Township Supervisor will revert to the contract between the Fire Chief and the Township for discipline rules.

**Article 40**  
**Bonuses**

Employer agrees to pay the following bonuses annually for all full time, non-probationary employees who meet requirements. Bonus is to be paid out at the first pay day of each calendar year.

**Education Bonus:**

Associate's Degree: \$250.00

Bachelor's Degree: \$500.00

Master's Degree: \$1000.00

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 5086



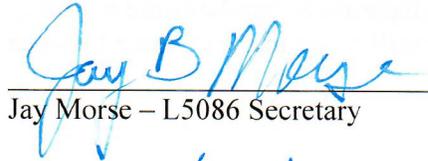
Nathan Perdue – L5086 President

Date: 9/24/19



Chase Showers – L5086 Vice President

Date: 9/24/19



Jay Morse – L5086 Secretary

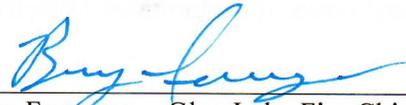
Date: 9/24/19

GLEN ARBOR TOWNSHIP



Peter VanNort – Glen Arbor Twp Supervisor

Date: 9/24/19



Bryan Ferguson – Glen Lake Fire Chief

Date: 9-24-19