

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GLEN ARBOR TOWNSHIP

and

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

FOR THE PERIOD

April 1, 2023 through March 31, 2026

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PURPOSE AND INTENT	1
ARTICLE 2 RECOGNITION	1
ARTICLE 3 DUES DEDUCTION AND AGENCY FEES	2
ARTICLE 4 MANAGEMENT RIGHTS	3
ARTICLE 5 NO STRIKE/LOCKOUT.....	4
ARTICLE 6 UNION ACTIVITY.....	5
ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE 8 DISCIPLINE AND DISCHARGE	9
ARTICLE 9 SENIORITY/PROBATION/LAYOFF	10
ARTICLE 10 RESIDENCY	11
ARTICLE 11 HOURS AND SCHEDULE.....	11
ARTICLE 12 SHIFT ASSIGNMENTS.....	14
ARTICLE 13 TRADE TIME.....	15
ARTICLE 14 OUTSIDE EMPLOYMENT	15
ARTICLE 15 WAGES/OVERTIME.....	15
ARTICLE 16 PAID TIME OFF/SICK LEAVE/PARENTAL LEAVE/KELLY DAYS.....	17
ARTICLE 17 HOLIDAYS	20
ARTICLE 18 BEREAVEMENT	21
ARTICLE 19 JURY DUTY.....	21
ARTICLE 20 MILITARY LEAVE	21
ARTICLE 21 RETIREMENT	22
ARTICLE 22 HEALTH, MEDICAL, DENTAL, VISION	22
ARTICLE 23 SHORT TERM/LONG TERM DISABILITY INSURANCE.....	23
ARTICLE 24 HEALTH AND FITNESS	24
ARTICLE 25 LIGHT DUTY.....	26
ARTICLE 26 EMPLOYEE ASSISTANCE PROGRAM	27
ARTICLE 27 LEAVE OF ABSENCE	28
ARTICLE 28 LIFE INSURANCE	28
ARTICLE 29 FIREFIGHTER/EMT/PARAMEDIC LICENSURE.....	28
ARTICLE 30 PROMOTIONS.....	29
ARTICLE 31 LIEUTENANT AND CAPTAIN PROBATION PERIOD	30

ARTICLE 32 ACTING OUT OF CLASS (AOC) SHIFT OFFICER.....30
ARTICLE 33 UNIFORMS.....31
ARTICLE 34 EDUCATIONAL REIMBURSEMENT..... 32
ARTICLE 35 MAINTENANCE OF CONDITIONS..... 32
ARTICLE 36 BARGAINING DURING THE TERM OF THIS AGREEMENT 32
ARTICLE 37 SEPARABILITY AND SAVINGS CLAUSE..... 33
ARTICLE 38 TERMINATION OF AGREEMENT 33
ARTICLE 39 PERFORMANCE EVALUATIONS33
ARTICLE 40 EDUCATION BONUS.....34
ARTICLE 41 LINE OF DUTY DEATH.....34
SIGNATURE PAGE.....35
APPENDIX A.....36
APPENDIX B.....37

AGREEMENT

This Collective Bargaining Agreement entered into effective April 1, 2023 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.

ARTICLE 2 **RECOGNITION**

Section 1. Collective Bargaining Representative

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.

Section 2. Employee Definition

Whenever the words “Employee” or “Employees” are used in this agreement they shall be defined as full-time EMT/Firefighter and Paramedic/Firefighter, and excluding the fire chief, part-time employees, and volunteers whether or not they are compensated.

Section 3. Equal Opportunity Employer

Glen Arbor Township is an equal opportunity Employer that is committed to diversity and inclusion in the workplace. The Township prohibits discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws. Nor will any Employee be discriminated against because of membership or non-membership in the Union.

This policy applies to all employment practices within the Township, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, and training. Glen Arbor Township makes hiring decisions based solely on qualifications, merit, and needs at the time. For more information, read through the Township’s EEO Policy.

Section 4. Gender References

In this Agreement, any references to the masculine gender shall include the female gender and references to the female gender shall include the masculine gender.

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 their 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, therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

The form of authorization for collection of dues shall be 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 to 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 forms 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 improperly 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. Employer Rights.

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 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 Glen Lake Fire Department for the benefit of its citizens in conformance with the terms of this Agreement.

Section 2. Employer functions and prerogatives.

The Union recognizes that the Township has statutory rights and obligations in contracting for matters relating to municipal operations.

The Union recognizes that Employees are subject to the policies and procedures developed by the Township and approved by the Township's Board of Trustees unless this contract creates a conflicting rule in which case this contract is controlling.

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. Non-bargaining unit Employees.

The Fire Chief, Assistant Chief, Deputy Chief, Executive Assistant to the Fire Chief, and part-time Employees may occasionally work a shift alongside Employees.

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.

ARTICLE 5
NO STRIKE/LOCKOUT

Section 1. Lock out.

The Employer shall not lock out Employees during the term of this Agreement.

Section 2. Strike.

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, slowdowns, 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. 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 activity prohibited by the Public Employment Relations Act (PERA).

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 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 prohibited by this agreement and PERA.

ARTICLE 6
UNION ACTIVITY

Section 1. Discrimination.

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

Section 2. Meetings.

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. Notice of at least 48 hours 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. Bargaining Committee.

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 Fire Chief, in his sole discretion, may permit up to two (2) Union representatives to attend negotiations while on duty.

Section 4. Union Steward.

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 their time, the steward (and in their absence, the alternate steward) will be permitted to leave 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 their absence, the alternate steward) to leave 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 they will continue to work at their assigned job at all times except when permitted to leave work for the purpose of handling grievances. The steward (or alternate steward) will report their time to the Fire Chief upon returning from the grievance discussion. The steward (or alternate steward) shall not be paid beyond their normal scheduled hours and shall receive no overtime or compensatory time for such activities.

Section 5. Charter & Bulletin Boards.

The Employer will allow the hanging of the Union Charter within the lobby of Glen Lake Fire Department, Station #1, with no discrimination held against the Union or its members. The Employer will provide space for a Union bulletin board in all Fire Stations.

The policing of the Union bulletin board is the obligation of the Union. All material posted on the bulletin board must comply with the policies and procedures of the Township. Any material posted on the bulletin board which is partisan to a political party, 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. Preamble.

It is the intent of the parties to this Agreement that the procedures hereby established shall serve as the 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 lowest level possible.

Section 2. Procedure.

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 seven (7) days after the act or incident complained of, present their grievance verbally to the Fire Chief or his designee. The steward shall be present to present the grievance at this step if so requested by the Employee. The Fire Chief shall issue a determination in writing. If the union does not agree with the determination, the grievance can be moved to the next step of the grievance procedure.

Step 2 – Written Grievance.

An Employee shall commit their grievance in writing within five (5) days of receiving the Fire Chiefs written determination in step one. The written grievance must set 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 or his designee for resolution. Any grievance not signed by the grievant submitted and received by the Fire Chief or his designee within five (5) days after receiving the Fire Chiefs written determination in step one shall be deemed to have been waived and considered automatically closed.

A signed grievance shall be discussed between the steward and the Fire Chief or his designee. The Fire Chief or his designee shall give a written decision within seven (7) days of receipt of the written grievance. If the union does not agree with the determination, the grievance can be moved to the next step of the grievance procedure.

Step 3. – Township Supervisor.

The steward shall present the written grievance to the Glen Arbor Township Supervisor within three (3) days of receipt of the written determination at Step 2. The Township Supervisor or his designee shall provide a written determination of the grievance to the steward not more than thirty (30) 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.

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.

Step 4. – Mediation and Arbitration.

In the event the grievance is not satisfactorily settled in Step 3 the Union may invoke mediation or arbitration of the issue in accordance with the following procedure.

Mediation.

Within ten (10) days of receipt of the determination of the Township Supervisor, the Union will provide a written notice of request to attend mediation. An impartial mediator will be assigned by a Michigan Court Community Dispute Resolution Program approved center. If no agreement is reached through mediation, the Union will have (10) days to provide written notice of intent to file for arbitration to the Township Supervisor. The compensation and expenses of the mediation shall be shared equally by the Employer and the Union except, however, that each party shall be responsible for compensating its own representatives and witnesses.

Arbitration.

Within ten (10) days of receipt of the determination of the Township Supervisor or last day of mediation, 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 American Arbitration Association (“AAA”) where the selection of the arbitrator shall be in accordance with their rules for the resolution of Employee disputes. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union except, however, that each party shall be responsible for compensating its own representatives and witnesses.

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 they 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 shall be retroactive only to the time the grievance was first submitted in writing. No claim for back wages shall exceed the amount of wages the Employee would otherwise earn at their 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, the Union and its members.

Section 3. Settlement.

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

Section 4. Back Wages.

No claim for back wages shall exceed the amount of wages and benefits the Employee would otherwise have earned at their regular rate less any mitigating compensation the Employee may have received.

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 and 2 of the grievance procedure by filing a written grievance with the Township Supervisor. The written request must be received by the Township Supervisor or his designee within three (3) days after the discharge is effective. The discharge grievance shall thereafter be processed starting with Step 3 of the grievance procedure.

The Township shall not consider records of disciplinary action that are more than three (3) years old at the time of the present complaint.

ARTICLE 9
SENIORITY/PROBATION/LAYOFF

Section 1. Seniority.

Seniority is defined as the full-time Employee's record of employment since their last date of hire with the Glen Arbor/North Flight Fire Department. If members were not hired full-time when Glen Arbor/North Flight were combined, their seniority begins when they were hired full-time at Glen Lake Fire Department. 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 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 sickness or accident leaves or layoff, except as hereinafter provided.

Section 2. Probationary Period.

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 their date of hire. All benefits afforded herein shall be applied after thirty (30) working days and are subject to pro rata application where indicated.

Part-time Employees shall not be credited any time worked 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 their seniority for any of the following reasons:

- (a) The Employee quits or retires or is transferred out of the Emergency Services Department.
- (b) The Employee is discharged for cause and the discharge is not reversed through the grievance procedure.
- (c) 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.
- (d) If the Employee is laid off for a period in excess of twelve (12) months, or the length of seniority, whichever is less.
- (e) Separation upon permanent, partial or total, disability.
- (f) 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. The Employer, in its sole discretion and without establishing a binding practice, may consider a Seniority Bridge if the Employee is re-hired after the prescribed time frame.

Section 4. Seniority List.

The Employer shall maintain an up-to-date seniority list showing the names, job titles and date of hire of all Employees of the Glen Lake 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 due to lack of work, lack of funding or any other extenuating circumstances. The Employer shall have the sole discretion in determining the number of employees 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 they have 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 their responsibility to register with the Employer their 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 their 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 to have quit and they shall lose all seniority rights under this Agreement. Extension may be granted by the Employer in its sole discretion.

ARTICLE 10
RESIDENCY

Section 1. Residency Radius.

All members of the bargaining unit shall, as a condition of employment, reside within a 75-mile radius of Glen Lake Fire Station #1 or #2.

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 number, email, etc. shall be reported to the Fire Chief or his designee within seven (7) days.

ARTICLE 11
HOURS AND SCHEDULE

Section 1. Work Schedule.

One tour of duty consists of two regular duty shifts. Each regular duty shift is from 0700 hours until 0700 hours the following day. One tour of duty is considered a scheduled shift day beginning

at 0700 hours and continues for 48 consecutive hours until 0700 hours the third day, unless involved in an emergency response. Daily station duties shall be performed based on the posted Daily Duty Schedule.

The Employees agree to complete necessary and assigned tasks in a timely manner and maintain regular work hours from 0800-1630. Employees are to be in uniform and ready at 0700 for each duty shift in the tour of duty. The Employer recognizes that recovery periods during shifts may be necessary due to call volume or workload. It shall be the responsibility of the ranking officer or senior member to inform the Fire Chief of the need for recovery periods throughout the tour.

Section 2. Schedule Rotation.

All normal scheduled shifts will be forty-eight (48) hours on duty followed by ninety-six (96) hours off duty. The maximum consecutive voluntary hours worked, including regular time, trade time, and overtime, shall be ninety-six (96) consecutive hours. After ninety-six (96) hours worked, the Employee will be guaranteed 24 hours off duty. During catastrophic events, Employees acknowledge that work beyond ninety-six (96) hours may be required. The Employer will make every attempt possible to keep the maximum consecutive working hours to no more than ninety-six (96). Both parties agree to define a catastrophic event as a state of emergency that has been declared by the local emergency center or an incident that overwhelms the resources of the department.

The position of Captain within the Department may have their schedule different from the other positions to best serve the department as the Fire Chief sees fit. The Fire Chief reserves the right to adjust their schedule as needed so long as their hours do not suffer a loss due to the schedule change.

Section 3. Voluntary Overtime.

Voluntary overtime will be scheduled using the department's scheduling software. If two or more people sign up for the same shift, with consideration to minimum staffing, the person with the least number of hours on that pay period will be granted the shift. Voluntary Overtime shifts will be awarded to the full-time Employee with at least 7 days' notice prior to the shift if time permits.

Any open overtime shift will be offered to part-time Employees first, with consideration to minimum staffing, then to full-time Employees. If no part-time Employee picks up the open shift, it may be awarded to full-time Employees. Part-time Employees must have a minimum of an equal EMS level of function as the position being filled.

Section 4. Holdover.

An Employee on shift trade is subject to mandatory holdover based on their placement in the mandatory overtime list.

To maintain minimum staffing, the member filling the position for which the opening is created is required to remain until the replacement member arrives. There is a 1-hour minimum paid overtime for holdover situations. If, after 1 hour there is still a need to continue the holdover, overtime will be paid in thirty (30) minute increments. The held over member will not be given credit for overtime worked on the mandatory overtime list if the time is 1 hour or less.

Section 5. Mandatory Overtime.

Mandatory Overtime is hours an Employee is required to work in order to maintain minimum staffing. The holdover may be up to 12 hours, not to exceed 60 consecutive hours including regularly scheduled time unless a catastrophic event has been declared. For the purpose of this policy, it is not considered mandatory overtime if the hours worked are in continuation of their assigned shift (i.e., late calls, awaiting a transfer relief) or if the amount of time is less than 1 hour. If an Employee gets ordered in to work a Mandatory Overtime shift, regardless of hours, it will be considered Mandatory Overtime and said Employee will reflect accordingly on the Mandatory Overtime list.

A list of Employees will be compiled at the beginning of each fiscal year with lowest seniority starting at the top of the list.

Mandatory Overtime shifts will be 12-hour shifts (or less depending on the situation) if they immediately precede or follow a regularly scheduled 48-hour shift totaling 60 consecutive hours. Employees who work 60 consecutive hours, due to Mandatory Overtime and/or Voluntary Overtime, will be guaranteed 24 hours off. If the Employee has had at least 24 hours off after a regularly scheduled 48-hour shift, the hours mandated can be up to 24 hours.

An Employee on scheduled pre-approved leave will not be subject to a mandatory overtime assignment, provided that the time off was scheduled at least sixty (60) days in advance. If scheduled in advance, they will be considered 'safe' from being ordered in until after their next scheduled shift.

Employees who have not met the criteria as outlined above (Section 5 Mandatory Overtime) are eligible for mandatory overtime if they are at a location that is one hundred-twenty (120) or less driving miles from Glen Lake Fire Department Station #1. If an Employee is going to be in an area that is one hundred-twenty (120) or more driving miles from Glen Lake Fire Department Station #1, they must notify the ranking officer or senior member in advance in order to be deemed ineligible for a mandatory overtime assignment.

Pre-approved leave shall be considered Scheduled PTO time, Scheduled Kelly Day, Scheduled Trade, Bereavement, Jury Duty, and Military Leave.

Section 6. Mandatory Overtime List.

New Employees that are in orientation and haven't been cleared to work regularly scheduled shifts will be exempt from Mandatory Overtime until they are cleared to work scheduled shifts. At that point, they will be moved to the top of the mandatory overtime list and will be in line for the next mandatory overtime shift.

After an Employee has worked their Mandatory Overtime shift, they will be moved to the bottom of the list. If an Employee picks up an open scheduled shift voluntarily, they will move to the bottom of the Mandatory Overtime list after the shift is worked. If an Employee gets ordered in due to a sick or injured Employee or any other unforeseen circumstance, the shift they work will be considered Mandatory Overtime, regardless of hours to be worked, and they will be moved to the bottom of the list. The Mandatory Overtime list shall reset annually on April 1st.

Section 7. Tardy/Failure to Report.

Employees are expected to report to their assigned work location with the proper compliment of PPE and operational uniforms by their assigned time.

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.

If an Employee fails to report on time, they will be considered tardy. For each unexcused tardiness of less than 4 hours that occurs within a 365-day period, discipline shall be progressive:

- First Occurrence: Leave without pay for time absent and a written warning.
- Second Occurrence: Leave without pay for time absent and a written reprimand.
- Third Occurrence: Leave without pay for time absent and a 24-hour suspension without pay.
- Fourth Occurrence: Leave without pay for time absent and a 48-hour suspension without pay.
- Fifth Occurrence: Leave without pay for time absent and dismissal.

An Employee that arrives more than 4 hours late to their scheduled start time or mandatory overtime 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:

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

PTO/PSL cannot be used to cover tardiness or absences without leave.

Section 8. Scheduling of Vacation/PTO Time.

Guaranteed Vacation/PTO or "Scheduled PTO" time shall be requested at least **sixty (60) days** in advance, with the exception of contractually recognized holidays. It shall be the departments responsibility to find coverage for requests submitted in advance of 60 days. Other Vacation/PTO may be submitted up to 48 hours prior to the time being requested but, subject to the Fire Chief's or his designee's approval, it shall be the Employees' responsibility to find coverage if necessary.

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 1st of each year.

The Employer has the sole discretion to assign Employees to a shift (i.e., Shift "A", "B" or "C") in order to maintain a suitable distribution of experienced and trained Employees/Supervisors on each shift. The Fire Chief will provide a minimum of thirty (30) days' notice of changes to shift assignments. Employees are not entitled to select their regular shift assignment. Employees

wanting to change shift assignments must file a written request with the Fire Chief or his designee no later than October 15 each year.

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.

ARTICLE 13 **TRADE TIME**

Upon advance written request, (i.e., scheduling software) Employees may be permitted to trade workdays or any portion thereof with other Employees as long as minimum staffing is maintained. 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 prior to the beginning of either shift to be worked.

Trade time between Employees is considered "safe" once it is approved on the schedule in the sense that the Employee who has traded away their shift for someone else to work will not be subject for mandatory overtime shifts until after their next scheduled shift.

ARTICLE 14 **OUTSIDE EMPLOYMENT**

Full-time Employees may, upon-approval by the Fire Chief, engage in outside employment. Any outside work must not present a conflict of interest with Township activities nor compete with or compromise the Township's interest. Employees shall not engage in any outside employment which interferes with or conflicts with their employment duties. Employees currently engaged in outside employment shall report such employment to the Fire Chief or his 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.

The approval of the Fire Chief shall not be unreasonably withheld or revoked unless such outside employment presents a conflict of interest or is detrimental to the efficiency of the Fire Department or Township.

ARTICLE 15 **WAGES/OVERTIME**

Section 1. Pay Rates.

Employee straight time rates shall be as set forth in Appendix A of this Agreement. Employees will be paid according to their Northwest Regional Medical Control Authority (NWRMCA) level of function (LOF) and upon successful completion of the Department's orientation process for that level of function. The Fire Chief or his designee 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 1st) until the Employee has reached the last step of the wage scale. 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 and with prior approval from the union, may offer a higher wage (Step) increase than indicated in Appendix A. All parties agree this must be used judiciously and must follow the policy as set forth in Appendix B.

Newly hired Employees, if hired at pay step one (1), will receive a six (6) month wage/step increase at the first full pay period six (6) months post hire date. Additionally, newly hired Employees will receive a wage/step increase beginning on the first full pay period one (1) year post hire or at the fiscal year (April 1st), whichever comes first.

An Employee may have an additional hourly amount added to their base pay rate as described in Article 30, Promotions.

Section 2. Promotions/reclassifications.

When an Employee is promoted or reclassified to a higher job classification, they will be paid the minimum rate of the appropriate pay step or at the lowest step in the wage scale (Appendix A) which provides for an increase in their base wage. In these cases, advancement in the wage scale thereafter shall be annually beginning the first full pay period of the fiscal year (April 1st) until the Employee reached the last step in the wage scale.

Section 3. Overtime.

All overtime worked by non-exempt 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 six (106) in the 14-day pay period. 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, training, and other official Department activities, or respond to requests for Department services (EMS and/or fire) during off-duty time, shall have their hours documented on the scheduling software and on the daily time sheet. This time shall indicate the nature of the Department activity for which overtime is to be paid with the exception of paramedic licensure as set forth in Article 29.

Section 4. New Hires without certification/licensure.

When a new Employee is hired without firefighter certifications and EMS licensure, they will be paid at the "Single Role" Step 1 rate until a certification/licensure is obtained. A single role Firefighter or EMT will both be paid the Single Role EMT pay rate. They will be paid up to a

maximum of 40 hours per week until such certification/licensure is obtained. Hours for attending classes to obtain certification/licensure will count towards their 40 hours and will not count towards overtime.

The Employee shall be required to attend the first available local class for desired certification. If the Employee fails to gain certification/license their employment shall be re-evaluated.

ARTICLE 16

PAID TIME OFF / SICK LEAVE / PARENTAL LEAVE / KELLY DAYS

Section 1. Paid Time Off.

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 software and also recorded on Employee timecards. PTO/PSL is paid at an Employee's current straight-time hourly rate and does not count towards overtime.

- (a) "Scheduled PTO" shall be requested at least sixty (60) days prior to the scheduled day being requested. Scheduled PTO will be approved unless there are multiple scheduled PTO requests for the same date. Once approved, "Scheduled PTO" is guaranteed PTO.

Scheduled PTO is not able to be utilized on contractually identified holidays. If an Employee wishes to request time off on contractually identified holidays, trade time or elective PTO must be utilized.

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 at the same time the higher seniority Employee would be granted the time off. No more than two Employees will be granted "Scheduled PTO" on the same day.

- (b) "Elective PTO" is any PTO requested less than sixty (60) days prior to the requested day off. Elective PTO is not guaranteed PTO. Elective PTO will only be approved if Employee levels meet or exceed minimum staffing during the PTO requested shift. Employees will not be forced to hold over to fill "Elective PTO" Employee 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. PTO cannot be used for tardiness or absences without leave unless the employee has prior approval.

Employees may not use PTO days to extend their voluntary resignation or retirement date more than 14 calendar days from their last shift worked. Employees placed on military leave, which extends six (6) months or more, will be paid unused PTO at one hundred percent (100%).

Section 3. PTO Allotment.

Employees are front-loaded the appropriate PTO hours for their seniority level on April 1st based on the anniversary year that happens during that fiscal year, with special handling of new Employee’s initial PTO allotments as set forth below in Section 7. A satisfactory annual review will allow the Fire Chief to advance the Employee’s step in the PTO scale as outlined below.

Effective April 1, 2023, PTO steps are as follows:

Seniority/PTO Hours per Year

New hires:	See Section 6
1 to 3 years:	144
4 to 7 years:	192
8 to 10 years:	240
11+ years:	288

Section 4. PTO Payouts.

(a) Early PTO payout. Employees have the option of an early PTO payout on the pay date following the first full pay period in December of each year. PTO will be paid down to the number of hours designated by the Employee and paid out at a ninety percent (90%) of their straight time rate.

It is the Employee’s responsibility to submit the early PTO payout request at least 10 days prior to the first full pay date in December.

(b) Unused PTO Payout. All unused PTO in excess of ninety-six (96) hours will be paid out in the last pay period of the fiscal year (last pay date in March) at one hundred (100%) of the Employee’s straight time rate. If PTO remaining is ninety-six (96) hours or less, the Employee may elect to have those remaining hours paid out at one hundred (100%) of the Employee’s straight time rate.

It is the Employee’s responsibility to submit the PTO payout request at least 10 days prior to the last pay date in March.

Section 5. PTO Rollover.

The maximum number of hours that can be rolled over to the next fiscal year is ninety-six (96). If PTO hours remaining is ninety-six (96) hours or less, those PTO hours may be rolled over. It is the Employee’s responsibility to submit the PTO rollover request at least 10 days prior to the last pay date in March. If the rollover form is not received by the Fire Chief or his designee within the 10 days, the unused hours will be paid out and not rolled over to the next fiscal year.

Section 6. Paid Sick Leave and Mental Health Days.

All Employees are to be granted seventy-two (72) hours of Paid Sick Leave (PSL) on April 1st each year. Paid Sick Leave hours must be used if an ailment/illness arises, or a Mental Health Day is requested. Requests to use PSL hours must be made verbally via phone or in-person to the Shift Officer on duty for approval. The Employee should provide as much notice as possible.

Should an employee need time off from work due to illness in excess of seventy-two (72) hours said Employee will have the option to use their PTO hours towards sick leave or take unpaid leave for the hours missed.

In the event an Employee is part of a traumatizing incident while on duty, the Employee will be given the option by the Fire Chief of his designee (i.e., Shift Officer) to utilize a Mental Health Day for the remainder of the shift. The Employee may choose to deny the request.

If the Employee requests a Mental Health Day, the Department will provide the Employee 24-hours or the remainder of their shift off work. A Mental Health Day will be considered part of the 72 hours of provided PSL.

Paid Sick Leave is to be paid at the Employees' regular (straight time) rate. Paid Sick Leave is to be recorded on the scheduling software and the Employee's timecard when used and does not count towards overtime calculations. Paid Sick Leave does not accrue or roll over from year to year and will not be paid out at the end of the year if unused.

In the event an Employee requests PTO on a date that is denied and subsequently "calls in sick" on that date, the Employee will be required to provide written documentation from a physician verifying that the Employee was indeed suffering from an acute illness/injury which prohibited him/her from working. If the Employee fails, or is otherwise unable, to provide such documentation, the Employee shall be considered a "no show" (unexcused absence) for the scheduled shift and will be subject to disciplinary action. In addition, the Employee will not be permitted to use PTO/PSL for those hours absent without permission or documentation.

Vacancies caused by using PSL hours will be filled in accordance with Article 11, Hours and Schedule.

Section 7. New Employees initial PTO allotments.

Employees still in their probationary period will be provided with ninety-six (96) hours of PTO after successful completion of 6 months of employment.

Section 8. Terminations.

Employees who voluntarily terminate their employment 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 for cause by the Department.

Section 9. PTO/PSL Usage.

Unless described in Section 10 or Section 11 of this Article PTO/PSL hours may be used to account for the difference between scheduled and worked hours when the Employee has an excused absence, including time missed during the first seven (7) consecutive calendar days of a short-term disability. If PTO hours are unavailable or insufficient, or elected not to be used by the Employee in order to cover their time missed, then the time missed will be unpaid. An Employee cannot use PTO/PSL to make up for tardiness or absence without leave.

Section 10. Maternity/Paternity Leave.

Each employee has ninety-six (96) hours of Maternity/Paternity leave. This leave is eligible to go into effect the day of the child’s birth. In the event of the adoption of a child this leave is eligible to go into effect on the date of adoption. When the maternity/paternity leave is exhausted, it may be extended up to 60 calendar days in total. Maternity/Paternity hours may only be used between the date of birth/adoption and 60 days following the birth/adoption. PTO and PSL hours must be used after paid maternity/paternity leave has been exhausted. If an employee has exhausted their PTO and PSL hours, leave will be unpaid. If after 60 calendar days the Employee is anticipated to be unable to return to work, a doctor’s note must be obtained stating that the Employee is unable to return to work.

Section 11. Kelly Days.

Employees may submit a request for a “Kelly Day” for up to 24 hours of unpaid time off when they are scheduled for five (5) 24-hour shifts (120 hours) within a pay period as long as minimum staffing is maintained and the “Kelly Day” does not create overtime for the Department. PTO or PSL does not need to be utilized for the time off. “Kelly Days” shall not be utilized on contractually identified holidays.

If a “Kelly Day” is submitted at least 60 days in advance it will be considered a “Scheduled Kelly Day” and will be approved and considered a guaranteed day off unless there are multiple requests for the same day or minimum staffing is not maintained at the time of request. A “Kelly Day” requested less than 60 days in advance will be subject to mandatory overtime. “Kelly Day” requests shall not be approved if submitted with less than 48 hours’ notice. Requests for time off with less than 48 hours’ notice shall be handled as described earlier in this Article.

Multiple “Kelly Day” 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 at the same time on the same day the higher seniority Employee will be granted the time off. No two Employees will be granted a “Kelly Day” on the same day.

ARTICLE 17
HOLIDAYS

All full-time Employees shall be paid twelve (12) hours straight time for the below designated holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Employees shall be paid time and one-half for all hours worked on the holiday. (Example: New Year’s Day, Employees who are working will be paid time and one-half from 07:00 on January 1st until 07:00 on January 2nd.)

ARTICLE 18
BEREAVEMENT

Section 1. Coverage.

Full-time Employees will be allowed paid leave upon the death of any of the following listed relatives: *spouse, parents, stepparents, children, stepchildren, grandparents, grandchildren, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law.*

Section 2. Time Off

Full-time Employees will be allowed up to seventy-two (72) hours of paid bereavement leave to attend the funeral, memorial service or address family needs upon the approval of the Fire Chief or his designee. In granting the number of hours to be allowed, the Fire Chief or his designee shall consider the number of days before the funeral that the employee is already scheduled to be off duty, the distance to be traveled and other relevant factors. Bereavement leave will not be charged against PTO/PSL time.

Section 3. Additional Time Off.

Bereavement leave may only be used as indicated. In the event additional time off is needed, Employee's may use PTO/PSL hours. If an Employee's PTO/PSL hours have been exhausted the Employee may take unpaid leave.

ARTICLE 19
JURY DUTY

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 their 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 shift hours. 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 their 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 induced into the armed services of the United States shall be entitled to seniority and reemployment rights as provided by applicable federal laws and regulations. The Employer will pay 100% of the health, vision and dental benefits for an actively deployed full-time Employee, their spouses and children as described in the selected plan for the first 90 days of their call to active duty or deployment.

ARTICLE 21
RETIREMENT

Section 1. Deferred Compensation.

The Township offers a 457(b) deferred compensation plan through an investment vehicle selected by the Township. The Township shall contribute to each Employees 457(b) deferred compensation plan described below.

Employer Contribution shall be 12% with Employee 3% Contribution per pay period. It shall be required that the Employee contributes at least 3% of their wages to be eligible to receive any contribution from the Employer towards retirement. 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.

Plan documents are available through the plan provider and control this benefit.

Section 2. Vesting.

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. Benefits.

The Township shall provide health insurance, including dental and vision benefits, on an age banded basis for all full-time Employees of the Glen Lake Fire Department, their spouses and children as described in the selected plan. The Township shall pay **80%** of the premium for benefits and the Employee will pay the remaining **20%** of the premium for benefits. The Employees 20% portion will be payroll deducted the 1st two pays of each month (24 times per year).

The Township retains the right to review alternate health care providers and to implement such programs provided the carrier is 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. Opt out of Benefits.

Any Employee who provides proof of health coverage including medical, vision, dental and pharmacy insurance may decline Township provided health insurance coverage during the open enrollment period for that plan year.

In order to opt out of coverage under the Township’s health insurance plan, an Employee must submit a form provided by the Township and return the form and proof of existing health coverage to the Fire Chief or his designee.

An Employee who opts out of health insurance coverage shall not be permitted to revoke or rescind such waiver until the next open enrollment period, unless the Employee loses their other insurance plan. Employees must notify the Fire Chief or his designee within thirty (30) days of the loss of other insurance.

Employees who opt out of the Township offered health insurance plan shall be paid a yearly incentive of 80% of the cost of a single 30-year-old Employee premium. Said incentive shall be paid out with the bonuses in December. Employees must be employed with the Department at the time bonuses are paid to be eligible to receive the incentive.

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.

Section 4. Health Insurance Coverage for Unpaid Leave.

The Employer will continue to provide health, dental, and vision coverage for Employees and their eligible dependents when the Employee is on leave due to a non-work-related illness, injury, or unpaid leave. During this leave, the Employer will pay **80%** of the cost for this coverage for a maximum of the term of short-term disability or until the Employee returns to work, whichever is shorter. The Employee shall continue to pay **20%** of the coverage cost, paid monthly to the Township, to continue said coverage.

Section 5. Health Insurance Coverage After Work Related Injury.

The Employer will continue to provide health, dental, and vision coverage for Employees and their eligible dependents when the Employee is on leave due to a work-related illness or injury. During this leave, the Employer will pay the full cost for this coverage for a maximum of 24 months or until the Employee returns to work, whichever comes first.

ARTICLE 23

SHORT TERM/LONG TERM DISABILITY INSURANCE

Section 1. Short Term Disability.

The Township will provide a short-term disability insurance Plan for full-time eligible Employees. This insurance Plan provides for payment of a maximum of sixty-six percent (66%) of the

Employees' wages based on a forty-eight (48) hour workweek for up to a maximum of one hundred and eighty (180) days. There is a seven (7) day waiting period before Employees are eligible for short-term disability wage loss benefits. For details, see the Plan's terms that control eligibility and benefits.

Section 2. Long Term Disability.

The Township will provide a long-term disability insurance Plan for full-time eligible Employees. This insurance Plan provides for payment of a maximum of sixty-six percent (66%) of the Employees' wages based on a forty-eight (48) workweek. Once approved, long term disability wage loss benefits begin after one hundred eighty (180) consecutive days of disability. Such payment is accordingly reduced by any other applicable benefits. For details, see the Plan's terms that control eligibility and benefits.

ARTICLE 24
HEALTH AND FITNESS

Section 1. Physical Fitness.

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. While on duty, full-time Employees are required to participate in the fitness training session when provided by the Department's fitness trainer.

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 them from performing Fire and EMS activities, including the use of Self-Contained Breathing Apparatus (SCBA). These health and physical examinations shall follow NFPA 1582 and 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. 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.

Section 3. Agility Testing.

The Union and Township agree that the Department's physical agility test shall be the minimum acceptable standards of physical fitness relative to the duties and demands of firefighting and related emergency duties. Full-time probationary firefighters shall pass the agility test in 6 minutes and 45 seconds (6:45) during their probationary period as a condition of their employment. Bi-Annual agility testing for full-time firefighters will take place during the months of October and March. Employees who successfully pass the agility test in both October and March in 6:45 or less shall receive a \$200 bonus for that calendar year.

Section 4. Fit for Duty.

Employees cannot report to work if their physical, mental, or emotional health has been compromised. If the Fire Chief or his designee reasonably suspects the Employee has been compromised to a level that would impact job performance and safety, then the Fire Chief or his designee can request the Employee to participate in a physical exam. The doctor conducting the annual exams will be used at the Township's expense. Participation in this evaluation, if requested, is mandatory.

ARTICLE 25 **LIGHT DUTY**

Section 1. Light Duty Assignments.

If an Employee is unable to perform the regular duties of their position due to a documented injury, illness, or pregnancy, they may be assigned to a light duty position, at the sole discretion of the Township, if such a position is available and in the best interest of the Department.

The Employee shall provide a doctor's note stating that they are unable to perform their regular duties. The attending physician (Employee's physician or Department physician) must identify from their examination deficiencies and compare those to the job description and job required activities to assure proper assignments for light duty. If, in the opinion of the physician, the Employee is not capable of their regularly assigned work, the Employee may be assigned to a light duty assignment if one is available.

Light duty assignments will be determined by the Fire Chief and will be assigned as appropriate within any division of the Department. The assignment may be in any suitable task beneficial to the 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 Chief's discretion to meet the Employee's physical capacities as determined by the attending physician and compensation adjusted accordingly.

Section 2. PTO Usage.

- (a) On the job injury. There will be no charge of PTO for attendance at a physician'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. If the injury was considered an on-the-job injury and requires visits to a doctor's office, those visits shall be considered work and shall reflect on the scheduling software and Employee's timecard.

- (b) Other injuries, illness, or condition. An Employee must use PTO leave time, or if PTO is exhausted unpaid leave for attendance at a physician's office, or for therapy due to a non-job-related injury.

Section 3. Time Worked & Overtime.

Time worked under light duty assignments will be considered as any other time worked in determining seniority. Employees on light duty can only work overtime with prior approval and at the sole discretion and specific instruction of the Fire Chief or his designee.

Section 4. Release.

Light duty is intended as a temporary assignment only. No regular position will be created to accommodate Employee light duty restrictions.

When the light-duty assignment ends, a physician's release will be required stating the Employee is capable of returning to full unrestricted regular duty.

ARTICLE 26

EMPLOYEE ASSISTANCE PROGRAM

Section 1. Backing the Badge.

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 PTO/PSL time to seek necessary counseling or treatment and/or to utilize Backing the Badge's offerings. Such request for time off shall be made to the Fire Chief or his designee at least seventy-two (72) hours in advance if circumstances permit.

Section 2. Violation of drug/alcohol policies.

Employees are strictly prohibited from reporting for duty, intoxicated or under the influence of alcohol or controlled substance or drug, legal or illegal. Employees are strictly prohibited from becoming influenced or intoxicated from alcohol or any legal or illegal or controlled substance while on shift, representing the Fire Department or serving in any capacity, including attending external functions.

Both parties agree that Employees may be subject to a drug test to determine if an Employee is impaired or intoxicated while on duty if a supervisor or other Employee has reasonable suspicion through observable phenomena that the individual is impaired. Support for the suspicion of impairment shall be documented on the Reasonable Suspicion Form, or by a similar written memorandum of observations.

Any Employee that violates the above paragraph or the Fire Department's Drug Free Workplace Policy shall be subject to discipline, up to and including termination, 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 legislation or regulations and/or testing methodologies or requirements.

The Employer may require Employees to participate in a fitness for duty psychological evaluation by a psychologist or psychiatrist selected by the Employer if the Employer has an objectively observed and articulated reasonable basis to believe the Employee is impaired or otherwise suspects the Employee is not 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 incidents 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 is appropriate to attain or retain fitness for duty.

If the Employee disagrees with the recommendations or conclusion of the mental health professional they may at their own expense, provide a written report of their own selected psychiatrist or psychologist. The Fire Chief has the sole discretion to accept the Employee submitted report. If the Fire Chief does not accept the Employee's physician or psychiatrist's report, a third psychiatrist or psychologist shall be retained at the Department expense to resolve the dispute. This third party shall be elected by the Fire Chief with the advice of the Union. The third-party physician or psychiatrist's conclusion(s) are binding upon the parties.

ARTICLE 27
LEAVE OF ABSENCE

Employees may be eligible for unpaid leave of absence, at the sole discretion of the Fire Chief, after their probationary period is completed and provided the Employee has exhausted all PTO/PSL time, if applicable. Any Employee desiring an unpaid leave of absence shall first obtain written permission from the Fire Chief. The maximum unpaid leave of absence shall be for thirty (30) days and may be extended at the sole discretion of the Fire Chief. 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
FIREFIGHTER/ EMT / PARAMEDIC LICENSURE

Employees may obtain additional certification or licensure subsequent to the ratification of this Agreement. Each member who wishes to request admission to firefighter, EMT or paramedic programs shall prepare a written statement to the Fire Chief stating why they would like to be selected. Selection for participation by the Fire Chief of said Employees will be based on the Employee's written request and recommendations by Department Officers and not based solely on seniority.

Full-time Employees who obtain a license/certification shall thereafter maintain said licensure/certification throughout the duration of their employment. Failure to maintain said licensure/certification will result in loss of seniority.

Employees who have been selected and approved, to obtain a paramedic, EMT license or firefighter certification shall be compensated at their current straight time pay rate for all time attending class, driving time, clinicals, labs, practical days. Hours will not count towards the computation of overtime, with the exception of class time that is scheduled during scheduled shift

time, as that time will still count towards the computation of overtime. The Township shall arrange to pay for all books and class expenses.

The timing and selection of candidates approved to obtain additional certifications/licensing shall be at the sole discretion of the Fire Chief.

Once an Employee obtains State of Michigan (or equivalent) Firefighter certification they shall receive Step 1 firefighter wages, or a pay rate that increases the Employees pay, and begin the Departments firefighter orientation and training program under the supervision of senior Employees. Final release from the training program shall be at the discretion of the Fire Chief.

Once an Employee obtains EMT or paramedic licensure and temporary NWRMCA Level of Function (LOF), they shall receive Step 1 EMT or paramedic wages or to a pay rate that increases the Employees pay and begin the Department EMT or paramedic orientation and training program under supervision of a senior Employee. Time in the EMT or paramedic orientation and training program and final release from the program shall be at the discretion of the Fire Chief.

ARTICLE 30 **PROMOTIONS**

Section 1. Requirements.

Promotions shall be made by the Fire Chief on the basis of Employees meeting the minimum requirements of the higher-level position as specified and described in the job description, and other relevant recommendations. 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 may be subject to both written and oral examinations. Job descriptions will be created and at times amended at the sole discretion of the Township.

Section 2. Classification & Probation.

When an Employee is promoted to an officer position or reclassified to a higher EMS licensure classification, they 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 for the new position for reasons other than misconduct or delinquency, the Employee may be reinstated to the former position. During the probationary period, the Employee shall have the opportunity to voluntarily revert to their former classification and former rate of pay upon thirty (30) days written notice.

Section 3. Health and Safety Officer Appointment.

The Department recognizes the role of the Health and Safety Officer as a key position within the Department. This position serves as an advisor in many of the Department decision-making scenarios. The Employee who has been appointed as the full-time Health and Safety Officer will

have one dollar (\$1.00) per hour raise added to their hourly wage, if the Health and Safety Officer role is not assigned to a Department Officer (i.e., Lieutenant, Captain, etc.).

Section 4. EMS Director Appointment.

The Department recognizes the role of the EMS Director as a key position within the Department. This position serves as an advisor in many of the Department decision-making scenarios. The Employee who has been appointed as the full-time EMS Director will have one-dollar fifty cents (\$1.50) per hour raise added to their hourly wage, if the EMS Director role is not assigned to a Department Officer (i.e., Lieutenant, Captain, etc.).

Section 5. Boat Operator Promotions.

Employees who are approved to become, or are required to become, Operators of the Departments Fire/Rescue boat shall be paid an additional \$0.50 per hour. For most Employees the option to request to become a Boat Operator is their choice except for Department Officers (i.e., Lieutenants, Captains, etc.). Department Officers are required to become Boat Operators. All full-time Employees are required to be Boat Crew certified by the Department's internal training program as part of their regular duties. It shall be at the sole discretion of the Fire Chief how many paid Boat Operators the department will have.

Section 6. Certification Compensation.

The Employer agrees to pay an additional \$0.50 per hour to certified EMS Instructor Coordinators (EMS-IC) and an additional \$0.25 per hour for certified CPR Instructors. It shall be at the sole discretion of the Fire Chief how many EMS-IC's and CPR Instructors the Department will have.

ARTICLE 31

LIEUTENANT AND CAPTAIN PROBATION PERIOD

A candidate chosen from the current promotion list for Lieutenant or Captain will serve a one (1) year probationary period during which they 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, they 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, for reasons other than misconduct, they will be returned to their prior position. The Employer agrees to meet with the Employee at no less than three (3) month intervals to discuss their progress. During the probationary period, the Employee shall have the opportunity to voluntarily revert to their former classification and former rate of pay upon providing thirty (30) days written notice.

ARTICLE 32

ACTING OUT OF CLASS (AOC) SHIFT OFFICER

In the instance where a shift officer (Lieutenant or Captain) is not on-duty, the next highest senior member or the person appointed by the Shift Officer, will be considered the 'Acting Officer' and will receive Acting Out of Class (AOC) pay for the duration of the scheduled shift.

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**

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
- (2) Department style athletic shorts

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 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 rights, privileges and working conditions utilized by the Employees' at the present time and all current terms and conditions of employment which are not included in the Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of the Agreement unless changed by mutual consent. 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 management rights. 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 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

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. 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

This Agreement shall be in full force and effect April 1, 2023, through March 31, 2026 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. Employee Evaluations.

The Employer recognizes the need to re-evaluate each Employee annually. Near the end of each fiscal year, annual performance evaluations of each Employee are to be done by their Senior Shift Officer. Shift Officers have the authority to give directions 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 Employee shall be able to evaluate their Shift Officer. Each performance evaluation of the Shift Officer 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. Fire Chief Evaluations.

The Township recognizes that the Department Fire Chief needs evaluation just as the Employees do. Each Employee of the Department may be given the opportunity to evaluate the performance of the Fire Chief annually at the discretion of the Glen Arbor Township Board. The evaluations of the Fire Chief shall be reviewed by the Glen Arbor Township Supervisor and/or the Glen Arbor Township Board. The Glen Arbor Township Supervisor shall have the right to make any changes to personnel status if performance objectives and Department standards are not met.

ARTICLE 40
EDUCATION BONUS

The Employer agrees to pay the education bonus annually for all full-time, non-probationary Employees who meet requirements. The bonus is to be paid out on the pay date following the first full pay period in December.

Education Bonus:

Associate's Degree: \$250.00

Bachelor's Degree: \$500.00

Master's Degree: \$1,000.00

ARTICLE 41
LINE OF DUTY DEATH

In the event that an Employee is killed in the line of duty, the department agrees to pay a flat rate of \$25,000.00 to help cover funeral, burial etc. costs. The funeral is to be arranged in accordance with the Employees significant other or parents' wishes with the help of the Union President and Fire Chief.

A firefighter fatality is a line-of-duty death when the fatality occurs while the firefighter is on-duty or if they die due to an injury or illness sustained while on duty. This shall be in addition to any other benefits pertaining to a line of duty death.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN GLEN ARBOR TOWNSHIP and
GLEN LAKE FIREFIGHTERS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 5086**

**FOR THE PERIOD
April 1, 2023 through March 31, 2026**

IN WITNESS WHEREOF, the parties hereto have, by their representative, duly authorized in the premises, executed the Agreement.

GLEN LAKE FIRE FIGHTERS
IAFF LOCAL 5086

GLEN ARBOR TOWNSHIP

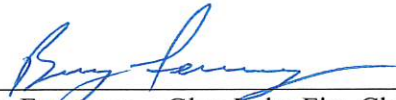


Nathan Perdue – L5086 President

Thomas S. Laureto – Township Supervisor

Date: 3/31/23

Date: 3.31.2023



Nathaniel Feldpausch – L5086 Vice President

Bryan Ferguson – Glen Lake Fire Chief

Date: 03/31/2023

Date: 3-31-2023

APPENDIX A Five Step Compensation Plan

Current - Effective 4-1-2022									
		Step 1	Step 2	Step 3	Step 4	Step 5			
Firefighter	EMT	14.44	15.56	16.68	17.78	18.91			
	Paramedic	19.49	20.53	21.58	22.62	23.67			
Lieutenant	EMT	17.21	18.69	20.15	21.61	23.07			
	Paramedic	21.65	23.01	24.38	25.73	27.11			
Captain	EMT	20.23	21.69	23.14	24.62	26.07			
	Paramedic	24.46	25.83	27.19	28.55	29.92			
Effective 1st pay period after 4-1-2023									
		Hire	6 month	Year 1	Year 2	Year 3			
Single Role	EMT	13.38	14.43	15.46	16.48	17.53			
	Paramedic	18.06	19.04	20.01	20.97	21.94			
Firefighter	EMT	14.87	16.03	17.18	18.31	19.48	3%		
	Paramedic	20.07	21.15	22.23	23.30	24.38	3%		
Lieutenant	EMT	17.73	19.25	20.75	22.26	23.76	3%		
	Paramedic	22.30	23.70	25.11	26.50	27.92	3%		
Captain	EMT	20.84	22.34	23.83	25.36	26.85	3%		
	Paramedic	25.19	26.60	28.01	29.41	30.82	3%		
Effective 1st pay period after 4-1-2024									
		Hire	6 month	Year 1	Year 2	Year 3			
Single Role	EMT	13.79	14.86	15.93	16.97	18.05	3%		
	Paramedic	18.61	19.60	20.60	21.60	22.60	3%		
Firefighter	EMT	15.32	16.51	17.70	18.86	20.06	3%		
	Paramedic	20.68	21.78	22.89	24.00	25.11	3%		
Lieutenant	EMT	18.26	19.83	21.38	22.93	24.47	3%		
	Paramedic	22.97	24.41	25.86	27.30	28.76	3%		
Captain	EMT	21.46	23.01	24.55	26.12	27.66	3%		
	Paramedic	25.95	27.40	28.85	30.29	31.74	3%		
Effective 1st pay period after 4-1-2025									
		Hire	6 month	Year 1	Year 2	Year 3			
Single Role	EMT	14.20	15.30	16.41	17.49	18.59	3%		
	Paramedic	19.17	20.19	21.22	22.25	23.27	3%		
Firefighter	EMT	15.78	17.00	18.23	19.43	20.66	3%		
	Paramedic	21.30	22.43	23.58	24.72	25.86	3%		
Lieutenant	EMT	18.81	20.42	22.02	23.61	25.21	3%		
	Paramedic	23.66	25.14	26.64	28.12	29.62	3%		
Captain	EMT	22.11	23.70	25.29	26.90	28.49	3%		
	Paramedic	26.73	28.23	29.71	31.20	32.69	3%		

APPENDIX B

Glen Lake Fire Department Standard Operating Guideline

ADMINISTRATIVE

200-218

September 24, 2019

Reviewed: April 2021

EARLY WAGE SCALE ADVANCEMENT

PURPOSE

To establish a practice for providing wage scale advancement for personnel.

SCOPE

This guideline applies only to new-hire Employees.

PROCEDURE

This guideline is under authority of the Fire Chief for purposes of providing newly hired and qualified candidate(s) an advancement in the wage scale provided said candidate(s) meets the requirement set forth by the Department.

In order to be considered for early wage advancement, candidate must possess a **minimum** of the following:

- Current State of Michigan medical provider license (EMT-B or Paramedic)
- State of Michigan emergency vehicle operations certificate from the MFFTC
- Current PHTLS or similar trauma certification approved by the NWRMCA
- Company Officer I/II certifications from MFFTC
- Proof of previous continual Full-Time fire department employment

Upon successful proof of the minimum requirements, candidates may be eligible for the following wage scale advancement as listed below:

- Proof of five or more years of continual employment with a full-time department may be eligible for early advancement to Step 2 in the current wage scale
- Proof of ten or more years of continual employment with a full-time department may be eligible for early advancement to Step 3 in the current wage scale

All wage scale advancement decisions will be determined by the Fire Chief prior to the candidates first day of employment with the Department.

AUTHORITY

Bryan Ferguson, Chief of Department

Recommended for Township Board Approval by the ESAC on September 12, 2019

Approved by the Glen Arbor Township Board on September 17, 2019.