

Agreement Between

CHARTER TOWNSHIP OF DELTA

and

LOCAL NO. 2846

of the

INTERNATIONAL ASSOCIATION

OF FIRE FIGHTERS

January 1, 2023– December 31, 2028

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PURPOSE AND INTENT

The purpose and intent of this agreement is to ensure that both parties recognize that the best interests of the Township and the community are of paramount concern and that any labor disputes between the bargaining unit and the Township be resolved in an orderly manner without interruption of services as provided under the provisions of this agreement.

ARTICLE 1 RECOGNITION

1.1: The Township recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Township included in the bargaining unit described below:

INCLUDED IN THE BARGAINING UNIT: All regular full-time employees of the Delta Township Fire Department including, Paramedic Only (Paramedic), EMT-B/Firefighters (FF/EMT-B), Firefighter/Paramedic (FF/EMT-P), Engineers, Lieutenants, Captains, Battalion Chiefs, Training/EMS Captain, and Fire Inspector.

BUT EXCLUDING: The Fire Chief, Assistant Fire Chief, Deputy Fire Chief(s), all clerical employees, all appointed or elected officials, all part-time firefighters, all Bargaining Unit Members under contract with another labor organization and all other employees employed in and through the Charter Township of Delta.

ARTICLE 2 NON-DISCRIMINATION

2.1: This Agreement shall be applied uniformly to all eligible members of the Union and the Township, and there will be no discrimination on the basis of any status protected by law with respect to conditions of employment and the Union.

ARTICLE 3 CAPTIONS

3.1: The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 4 PRONOUN INTERPRETATION

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

ARTICLE 5 EMPLOYEE RESPONSIBILITIES

5.1: The Union agrees that its members will perform efficient service and use its best efforts to protect property and interests of the Township and will cooperate with the Township in performance of their duties.

5.2: Bargaining Unit Members are required to maintain a current State of Michigan (SOM) driver's license, SOM medical provider license, Tri-County Medical Control Authorization, and SOM Firefighter certification if a qualification for the bargaining unit member's position. Failure to comply may result in discipline.

ARTICLE 6

ACCESS TO THE OPERATIONAL PREMISES

6.1: Representatives of the Union may enter the operational premises for any proper Union business; provided they have secured prior permission of the Fire Chief or his designee. The Fire Chief or designee shall grant permission to the Union representative to visit bargaining unit members for the above limited purpose at a mutually agreeable time and place, provided the visit does not interfere with necessary operations

ARTICLE 7

CHANGE IN PERSONAL STATUS

7.1: Bargaining Unit Members must notify the Human Resources Director's Office and the Fire Chief's office of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Township shall be entitled to rely upon the Bargaining Unit Member's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving his employment and this Agreement.

ARTICLE 8

UNION BUSINESS

8.1: The Union may schedule one meeting per month on Township property, provided the Fire Chief is given reasonable advance notice, and such meetings do not disrupt the necessary operation of the department. On-duty personnel are allowed to attend meetings provided the meetings do not interfere with necessary operations.

8.2: The Township agrees to permit the Union to post and maintain Union notices on the Union bulletin board when expressly authorized by officers of the Union.

8.3: The Union will be provided a three foot by three-foot (3' x 3') space at each station for the posting of Union notices.

8.4: A special meeting may be called to be held on department property with the permission of the Fire Chief. Such requests for meetings shall not be unreasonably denied.

8.5: Officers and other representatives of the Union will be afforded reasonable time during regular working hours, without loss of pay, to fulfill their Union responsibilities including processing of grievances and administration enforcement of this Agreement but excluding contract negotiations unless approved by the Township.

8.6: The Township will allow the non-exclusive use of a department office for Union Business. Union materials must be removed with seven (7) calendar days advanced notice.

8.7: The President and Vice President of the Union shall each be allowed five (5) days off, without pay, to attend Union seminars and conferences. All requests for leave under this provision must be made in writing to the Chief of the Fire Department no later than fifteen (15) days prior to the time that the leave is to

commence. A Bargaining Unit Member receiving leave under this provision may utilize the Bargaining Unit Member's accumulated vacation leave during the period of his absence.

8.8: In future contract negotiations the Union may be represented by up to three Bargaining Unit Members as well as up to two attorneys or IAFF representatives.

8.9: The Township agrees that accredited representatives of the IAFF may schedule meetings on the Township's property concerning this agreement, this bargaining unit or collective bargaining implementation, with approval of the Fire Chief, provided such meetings are not disruptive to the duties of the Bargaining Unit Members or the efficient operation of the Township or department.

ARTICLE 9

UNION REPRESENTATION

9.1: Bargaining Unit Members covered by this Agreement shall be represented by one bargaining unit steward per shift. The steward must be a Union member in good standing of the Delta Township Fire Department and perform the duties of the classification for which the Bargaining Unit Member is employed.

9.2: The bargaining unit steward represents the Bargaining Unit Members and is authorized to resolve grievances on behalf of Bargaining Unit Members in any step of the grievance procedure provided below. Resolved grievances and matters are final and binding upon the Bargaining Unit Members, the bargaining unit and the Township.

9.3: The Union shall designate to the Township Manager and the Fire Chief, in writing, the bargaining unit steward and the Township will not be required to deal with any Bargaining Unit Member other than the one so designated. In the absence of the steward, the Union President or Vice President may appoint an alternate steward by notifying the Township Manager and the Fire Chief in writing.

9.4: A steward must first notify their immediate supervisor during working hours to leave their station and report back promptly when their part in the grievance adjustment has been completed. The steward shall not leave the Township's premises except to move between stations as required to perform their duties as a steward and will be allowed to leave thirty minutes (30) before a meeting with a designated management representative and must return within thirty minutes (30) after the meeting is concluded. A steward fulfilling her duties is entitled to regular pay.

ARTICLE 10

UNION SECURITY - AGENCY SHOP

10.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against a Bargaining Unit Member as regards such matters.

- A.** **Union Membership:** All Bargaining Unit Members have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.
- B.** In accordance with the policy set forth under this Section, all Bargaining Unit Members in the bargaining unit may pay to the Union regular and usual dues. Such payments shall commence

thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later and for new Bargaining Unit Members, the payment shall start thirty-one (31) days following the date of employment.

10.2: If any provision(s) of this Article is invalid under federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

10.3: The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

ARTICLE 11 **DUES CHECK-OFF**

11.1: The Township agrees to deduct from the pay of each Union member all dues of the Union and pay such amount deducted to the local Treasurer for each Bargaining Unit Member; provided, however, that the Union first presents to the Township an authorization signed by each Bargaining Unit Member allowing such deduction and payment to the Union.

11.2: **Indemnify Township:** The Union agrees to indemnify and save the Township harmless against any or all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees or dues from a Bargaining Unit Member's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer at the address on file with the Township.

ARTICLE 12 **MANAGEMENT RIGHTS**

12.1: The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township shall be limited only by the provisions of this Agreement.

12.2: Without limiting the generality of the foregoing, except as this Agreement otherwise specifically and expressly provides, the Township retains the sole and exclusive right to manage and operate all of its operations and activities. 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 service 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 number of facilities and departments to be operated and their location; to direct and control operations; to establish and update policies and procedures; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools and equipment to be used and the discontinuance of any service, materials or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased; to contract or subcontract or purchase any or all work for the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; and in all respects to carry out the ordinary and customary function of management.

12.3: Except as this Agreement otherwise provides, the Township shall also have the right to hire, promote, assign, transfer, layoff and recall personnel, to suspend, discharge or otherwise discipline Bargaining Unit Members; to make judgments as to ability and skill; to determine workloads; to provide for and assign relief personnel.

12.4: The Township reserves the right to publish and enforce from time to time, new work rules, policies, standard operating guidelines (SOGs) and regulations not in conflict with this Agreement. The Union shall be advised, in writing, of all changes prior to implementation.

ARTICLE 13 **NO STRIKES**

13.1: The Township will not lock out Bargaining Unit Members during the term of this Agreement

13.2: The parties to this Agreement mutually recognize and agree that the services performed by the Bargaining Unit Members covered by this Agreement are essential services.

13.3: Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Township during the term of this Agreement. In the event of a work stoppage or other curtailment of production, the Township shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

13.4: In the event of a work stoppage or any other curtailment by the Union or the Bargaining Unit Members covered hereunder during the term of the Agreement, the Union, by its officers, agents and shift representative, shall immediately declare such work stoppage or other curtailment to be illegal and unauthorized in writing to the Bargaining Unit Members and order said Bargaining Unit Members in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Township. The Township shall have the right to discharge any Bargaining Unit Member who instigates, participates in, or gives leadership to any activity herein prohibited.

ARTICLE 14 **SAVINGS**

14.1: In the event that any provision of this Agreement shall at any time be declared invalid by federal or state law, arbitrator, or 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.

14.2: In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE 15 **GRIEVANCE PROCEDURE**

15.1: A grievance, under this Agreement, is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or a Bargaining Unit Member in the bargaining unit.

15.2: Grievances are limited to matters of interpretation or application of the provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein.

15.3: All grievances must be signed and dated by the aggrieved Bargaining Unit Member and name the article(s) being violated. Acceptable means of presentation shall include in person or by email. If email is utilized, the message shall be sent to all aggrieved parties, the Union President, Union Vice President and involved Union Steward at their department issued email address. The Union, on its own behalf, may initiate a grievance through any steward or Executive Board member. All grievances must be presented within ten (10) business days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

15.4: For the purpose of the grievance procedure, a “day” shall be deemed to mean a “business day” exclusive of holidays.

STEP 1. The Bargaining Unit Member or the Union having a complaint shall first take up the matter with the Chief.

The Bargaining Unit Member and/or Union shall reduce the matter to written form stating all facts in detail and submit the same to the Chief or his designee. A meeting shall be arranged between the Bargaining Unit Member and/or Union representative and the Chief and/or his designated representative to discuss said grievance at a mutually agreeable time within ten (10) business days of the submission of said grievance. The Chief shall, within ten (10) business days of said meeting, record his disposition on all copies of the grievance form, returning two (2) copies to the steward.

STEP 2. In the event the grievance is not satisfactorily settled at Step 1, the Union or the Bargaining Unit Member may, within five (5) business days after the decision is rendered referred to in Step 1 above, request a hearing before the Township Manager. The Township Manager will schedule a hearing within fifteen (15) business days following the Union's or Bargaining Unit Member's request. The Township Manager will provide his written answer within ten (10) business days following the hearing.

15.5: The Township and the Union representatives shall be allowed counsel in any step of the grievance procedure if they so desire.

15.6: Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Township, the Union and any and all unit Bargaining Unit Members involved in the particular grievance.

15.7: Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Township within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits shall be automatically closed upon the basis of the Township's last disposition.

15.8: The Township shall not be required to pay back wages for periods of more than seven (7) calendar days prior to the time a written grievance is filed; provided that in the case of a pay shortage of which the Bargaining Unit Member had not been aware of before receiving his pay, any adjustments made shall be retroactive to the beginning of the pay period; providing the Bargaining Unit Member presented his grievance within seven (7) calendar days after receipt of such pay.

15.9: All claims for back wages shall be limited to the amount of wages that the Bargaining Unit Member would otherwise have earned less compensation, if any, earned elsewhere during the period in question which such compensation is attributable to the incident giving rise to the claim for back wages and which would not have been earned otherwise. Back pay shall also be reduced by any unemployment compensation received during the period in question. The Township will be responsible for notifying the Michigan Employment Security Commission that the individual grievant/claimant has repaid said unemployment compensation directly to the Township as a result of the grievance-arbitration proceeding in order that the Township and the grievant/claimant shall be given the proper credit for said repayment.

15.10: When a Bargaining Unit Member is given a disciplinary discharge or a written reprimand and/or warning which are affixed to his personnel record, the steward will be promptly notified in writing of the action taken.

15.11: Arbitration: Either the Union or the Township may request arbitration of an unsettled grievance. The party desiring arbitration must notify and the other party must receive such notice, in writing, of such desire within thirty (30) calendar days of the day the written disposition given under the last step of the grievance procedure provided for in this Agreement, except in discharge cases and in that event, notice must be sent and received within fifteen (15) calendar days of the written disposition given under the last step of the grievance procedure provided for in this Agreement or the time when the Township's answer was due, whichever applies. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate within time periods referred to above, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within the thirty (30) or fifteen (15) calendar days or within a longer period if mutually agreed upon, the moving party must file a demand for arbitration with the Michigan Employment Relations Commission in accordance with the applicable rules of the Commission. The demand must be in writing and received by the opposite party within the appropriate time periods. If the thirty (30) or fifteen (15) calendar day time limit, or longer period if mutually agreed upon, is not strictly adhered to by the moving party, then that party shall forfeit the right to continue through arbitration.

15.12: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or supplemental agreement. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

The arbitrator elected shall have no power to hear the case if the moving party has not adhered strictly to the above time limits.

In the event a case is appealed to an arbitrator, and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

15.13: The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

15.14: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

15.15: Any award of the arbitrator shall not be retroactive more than seven (7) days prior to the time the grievance was first submitted in writing except as provided in Section 5.

15.16: There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the bargaining unit, all bargaining unit Bargaining Unit Members and the Township.

ARTICLE 16
DISCIPLINE AND DISCHARGE

16.1: No non-probationary Bargaining Unit Member covered under this Agreement shall be disciplined or discharged without just cause. Discipline shall be progressive in nature, except for violations of serious and flagrant nature.

16.2: The Fire Chief or His/Her designee has the responsibility to issue discipline. Any discipline or discharge shall be subject to the grievance procedure except in the case of a discipline or discharge of a probationary Bargaining Unit Member.

16.3: Any discipline involving unpaid suspension exceeding one working day shall be served consecutively and immediately following the final determination of the disciplinary matter. This timeline may be altered by mutual agreement with the Township and the Union.

ARTICLE 17
PROBATIONARY BARGAINING UNIT MEMBERS

17.1: All new Bargaining Unit Member shall serve a probationary period of twelve (12) months., during which time they will be termed "probationary Bargaining Unit Members." At the sole discretion of the Township Manager or designee (With input from the Fire Chief or His/Her designee), if the Township Manager or designee believes that the Bargaining Unit Member has not satisfactorily completed his first twelve (12) month probationary period, the Township may extend the probationary period for up to an additional three (3) months. The Township Manager or designee (With input from the Fire Chief or His/Her designee) may also shorten the probationary period with the Union's approval.

17.2: A probationary Bargaining Unit Member's service with the Township may be terminated at any time by the Township in its sole discretion and neither the Bargaining Unit Member so terminated, nor the Union shall have recourse to the grievance procedure over such termination. The Township may also discipline a probationary Bargaining Unit Member for causes as determined by the Fire Chief or His/Her designee, and the discipline is not subject to the grievance procedure.

17.3: After a Bargaining Unit Member has successfully completed his/her probationary period of employment, he/she shall become a regular full-time Bargaining Unit Member and his/her seniority shall start at his most recent hire-in date of full-time employment.

17.4: During this probationary period, Bargaining Unit Members will be evaluated on a quarterly basis. The Township Manager or designee may extend the probationary period if individual experiences an extended leave due to Workman's Compensation injuries, sick, military leave, medical or family leave (or any other leave approved by the Township),

ARTICLE 18
SENIORITY

18.1: Seniority in the Fire Department means the status attained by a Bargaining Unit Member's continuous length of service.

18.2: A Bargaining Unit Member's seniority shall entitle them only to such rights as are expressly provided for in this Agreement.

18.3: The Township agrees to post and update annually a seniority list. A Bargaining Unit Member's standing on the published list will be final, unless protested by the Bargaining Unit Member in writing within the ten (10) calendar days to the Township, from the date of posting on the Township's bulletin board.

18.4: Members of the Non-Suppression Division shall accrue Department Seniority and will be included in the Seniority List posting; Non-Suppression Division personnel will not accumulate additional seniority for promotion to the rank of Engineer, Lieutenant, Captain, or Battalion Chief but will retain seniority within rank that was attained at the time of transfer to a position in the Non-Suppression Division.

18.5: When promoted to a rank higher than Fire Fighter/Paramedic, rank seniority shall be determined by the date of promotion to the Bargaining Unit Member's current rank. In the event more than one (1) Bargaining Unit Member is promoted to the same rank on the same date, their placement shall be according to their ranking in the testing process, with the highest score being placed higher on the list. If their scores are the same, the tie breaker shall be according to Department Seniority, then to time spent in the previous rank, if needed. Seniority in Rank shall be used only to determine selection for temporary assignments in an "acting out of rank" position (most senior in rank).

18.6: The tie breaker rule for bargaining unit members hired on the same day will consist of the highest written test score. If needed, a secondary tiebreaker will be the bargaining unit members' earliest birthday in the calendar year.

ARTICLE 19
TERMINATION AND LOSS OF SENIORITY

19.1: A Bargaining Unit Member's seniority and employment shall terminate if:

- A.** The Bargaining Unit Member quits; or
- B.** The Bargaining Unit Member is discharged; or
- C.** The Bargaining Unit Member fails to return to work within three (3) working days after issuance of the Township's notice of recall by certified mail to the Bargaining Unit Member's last known address as shown on the Township's records. (It shall be the responsibility of the Bargaining Unit Member to provide the Township with a current address); or
- D.** The Bargaining Unit Member is absent from work for two (2) consecutive working days without advising the Township of an acceptable reason to the Township for such absence; or
- E.** The Bargaining Unit Member overstays a leave of absence without advising the Township of a reason acceptable to the Township; or
- F.** The Bargaining Unit Member gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or

- G. A settlement with the Bargaining Unit Member has been made for total disability; or
- H. The Bargaining Unit Member is retired; or
- I. The Bargaining Unit Member is laid off or has not worked for the Township for a continuous period exceeding the length of his employment or two (2) years, whichever occurs sooner; or
- J. The Bargaining Unit Member is convicted of any felony or any criminal offense providing for imprisonment; or
- K. The Bargaining Unit Member is not legitimately able to fulfill his assigned duties; or
- L. The Bargaining Unit Member is impaired when reporting for or at work pursuant to 29.2, and/or drinking intoxicating beverages while on duty; or
- M. The Bargaining Unit Member is involved in the sale or consumption of illicit illegal substances such as drugs while on the Township's property; or
- N. The Bargaining Unit Member is convicted of the sale of drugs and/or alcoholic beverages to minors at any time; or
- O. The Bargaining Unit Member engages in any act constituting cause for termination.

ARTICLE 20
PROMOTIONS AND PROMOTIONAL VACANCIES

20.1: A promotional process for Suppression promotions should happen every 18 months or whenever a list is depleted, unless reasonable circumstances cause a delay. For non-suppression, whenever a permanent, promotional vacancy exists within the bargaining unit that the Township is going to fill, the Township will post a notice of such vacancy, on the bulletin board, for a period of seven (7) calendar days. The job posting shall include the job classification and qualifications necessary for consideration.

20.2: Applicants shall be chosen on the basis of qualifications and skill. An applicant applying for a promotional position shall meet all requirements of the Delta Township Fire Department which may from time to time be modified after consultation with the Union. The procedure in effect at the time of ratification of this agreement is incorporated by reference as Appendix "B" of this Agreement. Applicants from within the bargaining unit will be given equal consideration with all other applicants. Only full time Delta Township Fire Department seniority time will be used to calculate time in rank for purposes of the Promotional Examination Procedure.

20.3: The Township Manager will have the right to select one from the top three (3) scoring candidates for the position based on the recommendation by the Fire Chief or designee. The Township Manager or designee shall have the ability to interview candidates. A representative of the Union will be permitted to attend at the Union's discretion.

20.4: An evaluation of the promoted Bargaining Unit Member will be conducted by the Fire Chief or His/Her Designee after at least eight (8) weeks in the position. The Bargaining Unit Member will be on promotional probation and may be returned to their original position within twelve (12) weeks. Any Bargaining Unit Member wishing to return to his/her previous rank shall be allowed to do so within the first eight (8) weeks of the promotional probationary period. The twelve (12) week evaluation period applies to

EMT-Bs promoted to a paramedic/firefighter position; this evaluation period will be under the supervision of a F.T.O.

20.5: A Bargaining Unit Member promoted from within the bargaining unit to a higher-ranking position shall, subject to the limitations set forth in subsection 20.3 above, receive that rate of pay in the higher-ranking position which results in an increase in salary over the Bargaining Unit Member's rate of pay prior to the promotion.

It is agreed that on ratification of this CBA that all current Delta Township Lieutenants shall be reclassified to the rank of Captain. All current Delta Township Captains shall be reclassified to the rank of Battalion Chief. Any current and active promotional lists, at the time of CBA ratification, shall remain active and be properly adjusted to match new rank structure, if so needed. Active promotional lists must be exhausted prior to starting a new process. Promotional Processes that occur after the ratification of this CBA shall follow the stated requirements listed in Appendix B.

ARTICLE 21 LAYOFF AND RECALL

21.1: Layoff shall mean the separation of Bargaining Unit Members from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

21.2: The Township Manager or designee shall notify the Union President of the need to reduce the number of Bargaining Unit Members who are on payroll within the bargaining unit at least 90 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union. The notice shall disclose the number of positions affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Township shall give the Union a reasonable period of time, of no less than 30 days, within which it shall meet and confer with the Union to discuss such action.

21.3: Order of Layoff

- A.** Except as provided below, the layoff of probationary or permanent Bargaining Unit Members in the Fire Department shall be in inverse order of seniority. Firefighter/EMT-B's will be first to be laid off, regardless of seniority.

21.4: Demotion in Lieu of Layoff

- A.** Except as provided below, a Bargaining Unit Member subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to the next lower position in the fire suppression division.
- B.** If there is no lower position in a Bargaining Unit Member's division, that Bargaining Unit Member who so requests shall in lieu of layoff be demoted or reassigned, by mutual agreement. Notice of Layoff: Bargaining Unit Members to be laid off indefinitely shall be given at least ninety (90) calendar day's prior notice.

21.5: Each Bargaining Unit Member who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 90 days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. A copy of the notice shall be delivered to the Union in a timely fashion.

21.6: Preferred Eligible Lists.

- A.** Bargaining Unit Members demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Fire Department.
- B.** Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those Bargaining Unit Members demoted or reassigned unless removed as provided below. A Bargaining Unit Member who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is less. Bargaining Unit Members shall be recalled from layoff or shall be restored to positions from which demoted or reassigned in the Fire Department before any other persons are selected for employment or promotion in those ranks.

21.7: A laid-off seniority Bargaining Unit Member, if recalled to a job, shall be required to take the recall. Failure to take such offered work, except as provided in section 22.8, shall result in loss of seniority and discharge.

21.8: Bargaining Unit Members on layoff may be recalled filling positions for Bargaining Unit Members absent due to illness, accident, pregnancy, and on-the-job injuries; however, such recalls shall be only for as long as the regular Bargaining Unit Member is absent or disabled or until the position is declared vacant. A Bargaining Unit Member may decline such recalls without jeopardizing his position on the preferred eligible list.

21.9:

- A.** The order of recalling laid-off Bargaining Unit Members shall be in the inverse order in which the Bargaining Unit Members are laid off and shall be subject to the same conditions of layoff. Firefighter/Paramedics shall be recalled back before Firefighter/EMT-Bs.
- B.** Notices of recall shall be sent by certified or registered mail to the Bargaining Unit Member's last known address as shown on the Township's records and it shall be the obligation of the Bargaining Unit Member to provide the Township with a current address and telephone number. A recalled Bargaining Unit Member shall give notice of his intent to return to work within three (3) calendar days and shall return to work within five (5) calendar days after issuance of notice or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Township.

ARTICLE 22
RETURN OF TOWNSHIP PROPERTY

22.1: Bargaining Unit Members shall have the responsibility of turning in all Township equipment and property at termination of their employment. This provision shall apply at the time of voluntary and involuntary termination, layoff or retirement. To the extent allowable by Michigan law, the Township may withhold a portion of the bargaining unit member's final paycheck if property is not promptly returned.

ARTICLE 23
HEALTH AND SAFETY REGULATIONS

23.1: The Township and Union agree to comply with health and safety regulations as required by the appropriate regulatory agency.

23.2: It will be the responsibility of each Bargaining Unit Member to report immediately to his/her supervisor any malfunction of equipment, personal injury or any unsafe working conditions which he/she may observe. Failure of a Bargaining Unit Member to adhere to safety regulations may be treated as a cause for discipline.

23.3: Bargaining Unit Members are required to properly utilize all required health and safety devices.

ARTICLE 24
SAFETY COMMITTEE

24.1: The Township agrees to cooperate in the establishment of a Safety Committee for the purpose of promoting safety, including safety awareness among members of the bargaining unit and the Township in addition to the identification and correction of unsafe work practices and equipment consistent with the mission of the department.

24.2: There shall be equal members of Township and Union Committee Representatives which may be increased or decreased upon mutual agreement.

24.3: The committee shall initially consist of three (3) members selected by the Union and three (3) members selected by the Township.

ARTICLE 25
TRANSFERS

25.1: Personnel transferring from Suppression Division to Non-Suppression Division: Time in rank will be frozen while in the Training/EMS Captain or Fire Inspector position. Department seniority will continue to accrue.

25.2: Personnel transferring from Non-Suppression Division to Suppression Division:

- A.** There must be an open position in Suppression in order to return.
- B.** Every attempt will be made to return the Bargaining Unit Member to a rank equal the rank they vacated, if possible. If a position is available, the Bargaining Unit Member will have the option to be transferred back to that rank without a testing procedure. Their time in rank will be reinstated upon their return.
- C.** A Bargaining Unit Member will not be permitted to return to a suppression rank that is higher than the rank they left unless that person meets time in rank requirements and is selected after participation in the promotional process. In the event there is an open position in Suppression, but at a rank higher than the Bargaining Unit Member's previous rank, promotions will be held until a position is open that suits the requirements needed for the Bargaining Unit Member to return to Suppression.

- D. If a person wishes to return to Suppression and there are no positions open, but there is enough interest internally for the training position to hold a promotion, the Training/EMS Captain or Fire Inspector will maintain their position until another internal candidate is chosen.
- E. If a condition exists where the Bargaining Unit Member returning to Suppression would be returning to a position lower than his previous rank, said Bargaining Unit Member will work in that capacity until an opening in a higher rank occurs. The Bargaining Unit Member will not need to test for promotion until that person holds a position equivalent to their previous rank.
- F. In order for a Bargaining Unit Member that was assigned to the Training/EMS Captain and/or Fire Inspector from outside the department to transfer to a position in Suppression, they must meet the minimum requirements for an entry level Firefighter/Paramedic and be selected for the position through the standard hiring process. They will assume the entry level Firefighter/Paramedic position. Their department seniority will continue to accrue however their time in the Training/EMS Captain or Fire Inspector position will not count towards any seniority within rank nor will it carry over to any future officer position.

25.3: Transfers from Bargaining Unit: A Bargaining Unit Member transferring outside the bargaining unit shall retain, but not accumulate, seniority. If the Bargaining Unit Member elects to return to the bargaining unit within three (3) months, or if the Township wishes the Bargaining Unit Member to return to the bargaining unit within three (3) months from the date of transfer out of the bargaining unit, he/she shall be returned to the bargaining unit, and he/she shall be assigned to work that is available at the classification he/she held at the time he/she was transferred out of the bargaining unit. But in no event shall he/she be assigned to a higher category or classification and/or pay than he/she previously held at the time he/she transferred out of the bargaining unit.

25.4: Conversion of Sick and Vacation Time: The Bargaining Unit Member transferring to/from the Non-Suppression Division will have their sick and vacation time adjusted using the following formula:

- **From Suppression Division:** Bargaining Unit Members Bank Hours x 40 divided by 56
- **To Suppression Division:** Bargaining Unit Members Bank Hours x 56 divided by 40

25.5: Transfers between shifts: In the event a Bargaining Unit Member requests to be transferred to another shift, their request should be in writing and submitted to the Fire Chief via the chain of command. Transfers to another shift shall not displace another member of the bargaining unit involuntarily, except when needed due to an administrative issue. In the event a shift transfer is required due to an administrative issue and no volunteer is received the lowest seniority Bargaining Unit Member within the rank needed will be transferred. The displaced Bargaining Unit Member shall be given first consideration should an opening at his rank on his previous shift to become available and the transfer does not revive their administrative concern.

25.6: Should an opening on a shift occur due to a Bargaining Unit Member being separated from employment, current Bargaining Unit Members shall be given the option to fill the opening after any promotional appointments are made, but before the assignment of new hires. All shift transfers will give all involved Bargaining Unit Members two (2) weeks' notice before said transfer occurs. Two (2) week notice may be waived with agreement of all involved Bargaining Unit Members.

25.7: Repayment of Swap Time: Non-Suppression Division personnel shall repay any swap time prior to appointment of a position in the Non-Suppression Division.

ARTICLE 26
SAVE HARMLESS

26.1: In the event the Township, acting on the request of the Union, discharges or attempts to discharge a Bargaining Unit Member at the Union's request, the Union shall indemnify the Township against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind of nature that shall arise out of action taken by the Township for the purpose of complying with the provisions of this Agreement.

ARTICLE 27
PYRAMIDING

27.1: Premium payments shall not be duplicated for the same hours worked under any articles of this Agreement.

ARTICLE 28
EMERGENCY CONDITIONS

28.1: It is agreed by both parties that certain conditions will present emergencies demanding that the public interest be placed above that of either party or the requirements of this contract. The Chief may not unreasonably determine that an emergency condition exists. Under such conditions, the Chief may call in such Bargaining Unit Members as, in his judgment, can handle the work to be done and seniority shall not apply to the selection of Bargaining Unit Members to work or the requirements that certain Bargaining Unit Members work.

28.2: Bargaining Unit Members shall be required to work the emergency, unless unable to do so due to unforeseen circumstances beyond their control.

28.3: All other overtime and callback will be by classification and equalized to the extent possible.

ARTICLE 29
REPORTING FOR WORK

29.1: A Bargaining Unit Member not reporting for work shall notify the on-duty Shift Commander, if possible, one (1) hour before his/her starting time and shall advise the department as to the reason for his/her inability to work. Failure to report for work without reasonable cause and/or failure to advise the department of suitable reasons for inability to work may constitute grounds for disciplinary action.

29.2: Bargaining Unit Members shall not report to work impaired, even if impaired due to certain prescribed medications that may impair his or her ability to safely complete the essential duties required of the position. The Use of Alcohol, Marijuana, or other controlled substances use at work is **STRICTLY PROHIBITED** by all Bargaining Unit Members, including prescription marijuana. Bargaining Unit Members are prohibited from reporting to work with any level of alcohol, marijuana or other controlled substance in their system per Township policies.

ARTICLE 30
WORK WEEK

30.1: The normal scheduled duty week for regular full-time Bargaining Unit Members of the Fire Suppression Division will be an average of fifty-one point five (51.5) hours per week.

30.2: The Fire Suppression Division members shall work a three (3) platoon system for the duration of this Agreement as part of a twenty-eight (28) day work cycle for determining overtime. Fire Suppression Division members shall be entitled to one (1) “Kelly Day” every twelve (12) shifts. Fire Suppression Division members are eligible to work their “Kelly Day” for contract over time, consistent with the overtime callback procedure in appendix E. The cycle will be: twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, ninety-six (96) hours off duty, thereafter, continuing on the same cycle. The twenty-four (24) hour shift period on duty will start at 7:00 a.m. and end at 7:00 a.m. the following day.

30.3: Any variations of work schedule hours under this article shall be agreed upon only with the consent of the Township Manager or designee and the Union.

30.4: Non-suppression personnel will work an 8-hour shift and a 40-hour average work week. Normal hours shall be as follows: Monday through Friday; 0800 hours to 1700 hours. The non-suppression personnel and the Chief may mutually agree to flex those hours.

ARTICLE 31 **CALL-IN PAY**

31.1: All callback scheduling and operations shall be authorized by the Fire Chief or his designated representative.

31.2: In determining the order of priority for overtime work, the Chief or his designee, will refer to the overtime/callback procedure outlined in Appendix E.

31.3: The Township agrees that shift overtime will first be offered to full-time Bargaining Unit Members with the right of first refusal before overtime is offered to part-time employees.

31.4: Bargaining Unit Members shall be paid overtime pay equal to one and one-half times his/her regular rate of pay (premium pay) when:

- A.** The Bargaining Unit Member is held over beyond the end of his/her regularly scheduled work shifts due to a large fire, an emergency condition, or involvement in an ongoing call. Bargaining Unit Members may not be ordered to hold over beyond the end of their shift for any other reasons.
- B.** The Bargaining Unit Member is called into work at a time other than his regularly scheduled shift in which case the Bargaining Unit Member shall be entitled to a minimum of two hours overtime pay.
- C.** Bargaining Unit Members attending department related meetings while off-duty.

31.5: Non-Suppression personnel who work in excess of forty (40) hours in one week will receive compensation for approved overtime worked on the basis of one and one half (1½) times the Bargaining Unit Member’s regular hourly rate of pay for all hours so worked. Overtime will only be paid after forty (40) hours of combined work time, approved sick time, or approved vacation time only. A Bargaining Unit Member shall not combine comp time with other approved work time or paid time off during the forty-hour work week to be paid for overtime. The Non-Suppression Bargaining Unit Member who is called in to work at a time not immediately preceding his/her regularly scheduled shift shall be entitled to a minimum of two hours premium pay.

ARTICLE 32

OVERTIME

32.1: Overtime pay shall be paid consistent with the Fair Labor Standards Act (FLSA) and state law. Fire Suppression Division members shall be paid FLSA overtime any time they work hours that exceed two hundred and twelve (212) hours in a 28-day work cycle. Any approved sick time and approved vacation time shall be not counted as time worked for calculating FLSA overtime. Any FLSA overtime paid will be paid at one and one-half (1.5 times the Bargaining Unit Member's FLSA regular hourly rate.

32.2: Contract overtime shall be paid to any Bargaining Unit Member who works outside their regularly scheduled hours. Contract Overtime shall be paid at a rate of one and one-half (1.5) times the Bargaining Unit Members base hourly wage, as listed in appendix A, unless hours worked in a 28-day cycle exceed 212 hours then Bargaining Unit Member is entitled to FLSA overtime.

ARTICLE 33

LEAVES OF ABSENCE

33.1: Leave of Absence: An unpaid, personal leave of absence may be granted for a period of up to thirty (30) days for justifiable reasons at the sole discretion of Delta Township, provided the leave does not seriously disrupt the Township's operations. An unpaid personal leave of absence may be requested by fulltime regular Bargaining Unit Members who have completed three (3) months of continuous service. A Bargaining Unit Member must make such requests for personal leave of absence in writing to the Township Manager, via the Department Director, at least two (2) weeks prior to the time such leave is to commence. If the personal leave is necessitated by an emergency, the Bargaining Unit Member or a member of his/her immediate family must notify the Bargaining Unit Member's supervisor as soon as practicable; this should be followed up with a written explanation of the nature of the leave and the expected length of the absence. In such emergency situations, the written explanation must normally be submitted within three (3) days of the beginning of the leave. Personal leaves of absence are not to be granted until all accrued unused vacation and personal days have been exhausted. However, Delta Township endeavors to place the Bargaining Unit Member returning from personal leave in his/her former position or a position comparable in status and pay subject to budgetary restrictions, the need to fill the vacancy, and the ability of the Township to find a qualified temporary replacement. During his/her leave of absence, a Bargaining Unit Member may arrange for continuation of health, life, dental, and long-term disability insurance at the Bargaining Unit Member's expense. Personal leaves of absence, if granted, shall not count as time earned for seniority and/or longevity payment. A Bargaining Unit Member on a personal leave of absence does not accrue any sick time credits, vacation credits, and/or any other benefits. A disability leave of absence for a defined period of time up to one year may be granted when supported by medical documentation as reasonable accommodation if the leave of absence does not create a safety threat or cause undue hardship

33.2: Family and Medical Leave: FMLA leave shall be provided to all eligible bargaining unit members. Requests for foreseeable FMLA leave must be given to Human Resources at least 30 days in advance of the need to take leave, unless an advanced notice is not possible because of an emergency. The leave year shall be calculated on a rolling backward basis, except where a rolling forward year is required for military caregiving leave. All requests shall be in writing, for purposes of this article e-mail is considered "in writing." FMLA leave is concurrent with other relevant paid leaves and may be taken intermittently when allowed by the act.

33.3: Extension of 34.1 Personal Leave: Requests for extension of a personal leave of absence under section 34.1 may be considered if they are received by the Township Manager in writing before the expiration of an approved leave, are supported by proof of continued need, and the requested extension does not cause the total period of absence to exceed twelve (12) weeks. The Township Manager may, at His/Her sole

discretion, choose to grant the request for an extension of such leave of absence. Any Bargaining Unit Member who fails to report to work at the end of an approved leave will be deemed to have voluntarily resigned.

33.4 Bargaining Unit Members on a leave of absence may be required to attend periodic training sessions in order to maintain job-required licenses as long as medically able to do so. Bargaining Unit Members may, at their discretion, opt to arrange for maintenance of said licenses outside of those offered or arranged by the Township. The Bargaining Unit Member assumes ultimate responsibility for the maintenance of licensure.

Bargaining Unit Members who are required or receive approval to attend training sessions or perform restricted duty or light duty assignments will be compensated for hours worked. Bargaining Unit Members who elect to arrange for training outside of that offered by the Township will not be eligible for compensation.

33.5: Misuse of Leave: Use of leave for reasons other than those for which it is taken is prohibited. Abuse of leave time will result in discipline up to and including discharge.

ARTICLE 34 **MILITARY SERVICE**

34.1: This provision shall be interpreted in accordance with the Uniformed Services Employment and Reemployment Act (“USERRA”) and any other applicable state and/or Federal law. This provision shall also be applied in accordance with the Township’s Bargaining Unit Member Manual and Military Leave policy. Any eligible Bargaining Unit Member desiring military leave shall submit written application to the Manager at least two (2) weeks prior to separation except in cases of state or national "Declaration of Emergency".

34.2: A Bargaining Unit Member volunteering for active military service will be granted a leave of absence without pay covering one period of service. Bargaining Unit Member’s continued participation in the Township’s benefit program while completing this period of services will do so in accordance with the relevant legal requirements and the Township’s Bargaining Unit Member Manual and Military leave policy. Upon release from active service the right to return to Township employment is subject to the Bargaining Unit Member’s compliance with relevant legal guidelines.

34.3: Permanent, full-time Bargaining Unit Members will be granted a temporary military service "leave of absence" to fulfill the statutory obligations required as a member of the military reserve or National Guard. the Bargaining Unit Member will receive the difference between military and Township wages, subject to any applicable withholdings, upon submission of the completion of training and military pay records. Township will provide payment at the next possible payroll process.

34.4: Permanent, full-time Bargaining Unit Members volunteering to serve beyond the statutory obligation as a military reserve or National Guard, will be granted a leave of absence except that such service shall relieve the Township from any obligation to pay the difference between the military and Township wage.

34.5: Permanent, full-time Bargaining Unit Members ordered to active duty as a reservist will be paid the difference between the military and Township wage for a period of fifteen (15) workdays, and thereafter a Bargaining Unit Member will be considered on an unpaid leave of absence. Bargaining Unit Member’s continued participation in the Township’s benefit program while completing this period of services will be in accordance with the relevant legal requirements and the Township’s Bargaining Unit Member Manual and Military leave policy

ARTICLE 35
SICK LEAVE

Permanent, full-time Bargaining Unit Members shall earn sick pay credit hours as follows:

35.1: Suppression Division members will accrue sick leave at Twelve (12) hours per month of continuous employment with a maximum accumulation of eight hundred sixty-four (864). Non-Suppression Division members will accrue sick leave at eight (8) hours per month with a maximum accumulation of four hundred and eighty hours (480). Sick leave shall be taken in one (1) hour increments.

35.2: All Bargaining Unit Members asking for credit for sick leave must notify the on-duty shift commander or designee by phone at least one (1) hour, unless an emergency, before the start of the day for which credit is asked. Failure to timely notify the on-duty shift commander or his designee will result in lost time unless the failure to so notify is excused by the Chief because of extenuating circumstances.

35.3: No Bargaining Unit Member shall be eligible for, or accumulate, paid sick leave during a leave of absence, nor will sick leave credits accumulate during layoff.

35.4: Sick leave is for injury and/or illness and shall not be used for vacations or to extend vacations, nor can it be used to extend holidays or weekends. Sick leave may be used by the Bargaining Unit Member for their illness or injury, or for the illness or injury of an immediate family member as defined by FMLA.

35.5: The Chief or his designee shall be responsible for reviewing and approving Bargaining Unit Member's requests for sick leave. A doctor's report may be requested and submitted by the Bargaining Unit Member if the Chief or his designee believes such leaves are being abused. Otherwise, no paid sick leave will be granted.

35.6: Should a Bargaining Unit Member be unable to report for work after a two (2) working day period, then the Bargaining Unit Member must report for work following the illness with a certificate by a doctor or other proof of adequate reasons for absence on such sick leave. Otherwise, such leave pay shall be denied unless excused by the Chief.

35.7: A Bargaining Unit Member will be required to submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to return to work without limitations or restrictions.

35.8: The Bargaining Unit Member will receive payment for one year's accumulated sick leave credit for each year the total accumulated credit exceeds the maximum allowable accumulation for the Bargaining Unit Members. For regular full-time Bargaining Unit Members hired after January 1, 2005, the Bargaining Unit Member shall receive payment at the rate of 50% for one year's accumulated sick leave credit for each year the total accumulated credit exceeds the max allowable accumulated for the Bargaining Unit Member.

35.9: Upon retirement, voluntary resignation or death, a Bargaining Unit Member or beneficiary will be paid for the total sick time accumulated at the time of such retirement, resignation or death, subject to the maximum allowable accumulation set forth in this Agreement. For regular full-time Bargaining Unit Members hired after January 1, 2005, the Bargaining Unit Member shall receive payment at the rate of 50%.

35.10: In the interest of the safety of the individual Bargaining Unit Member, the fellow Bargaining Unit Members, and the Township, a Bargaining Unit Member may be required by the Township to undergo a physical and/or a mental health examination by the Township's designated medical care provider and at the Township's expense.

35.11: The Township reserves the right to terminate a Bargaining Unit Member found by examination to suffer from any physical or mental condition which may make continued employment hazardous to himself or others.

Article 36
MATERNITY LEAVE

36.1: In order to create a safe and inclusive work environment, if a Bargaining Unit Member learns they are pregnant the following conditions shall be followed:

- A.** It shall be the responsibility of the Bargaining Unit Member to notify the Chief or designee in writing, as soon as they deem prudent, when it is known that they are pregnant. However, written notification shall not be later than 20 weeks during the pregnancy term.
- B.** The Bargaining Unit Member shall release the Township against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind of nature that shall arise out of on-duty fetal harm sustained prior to the Township's proper notification of pregnancy.
- C.** The Bargaining Unit Member shall submit their OBGYN's recommendation as to their ability to continue full-time active duty as required by the job description or the OBGYN's recommended job related limitations.
- D.** Once a OBGYN recommends a Bargaining Unit Member have limits placed on their workload, the Bargaining Unit Member shall be placed on light duty/forty (40) hour work week schedule (pursuant to article 30.4 and article 39) for the remainder of the pregnancy. The Township, at their discretion, may elect to place the pregnant Bargaining Unit Member on the light duty/forty (40) hour work week schedule prior to receiving the OBGYN's recommendation on work limitations. The work schedule hours may periodically be adjusted in order to attend training or other required fire department activities.
- E.** All leave under this article runs concurrent with FLMA for eligible bargaining unit members. Upon giving birth of their child the Bargaining Unit Member will revert to the regularly scheduled hours for suppression bargaining unit members work week and fall under FMLA, pursuant to article 33.2 of the CBA and applicable laws. Bargaining Unit Member shall be allowed to use accrued sick and vacation time while on FMLA.
- F.** While on the forty (40) hour work week, the Bargaining Unit Member shall have their wages adjusted so their hourly rate reflects the change in work schedule and continues to receive full pay.
- G.** Bargaining Unit Member shall have their vacation and sick time converted pursuant to article 25.4 of the current CBA.
- H.** A Bargaining Unit Member qualifying for light duty assignment or leave pursuant to these pregnancy conditions shall continue to accrue:

- Sick Leave at eight (8) hours per month
- Vacation per Non-Suppression for Article 37.1
- Time in Rank
- A Bargaining Unit Member shall not lose seniority while under these conditions
- A Bargaining Unit Member will follow 38.4 for Holidays
- Bargaining Unit Member will not be eligible for food allowance.

36.2: These conditions are expressly limited by the parties to pregnant Bargaining Unit Members. These temporary conditions during pregnancy shall never convert to permanent employment conditions.

ARTICLE 37
NEW CHILD LEAVE

37.1: Upon the birth/adoption of a new baby/child, a Bargaining Unit Member shall be granted paid “New Child Leave”, to be used immediately following the baby/child’s birth/adoption. This leave shall run concurrently with FLMA.

- A. Suppression Division Members shall receive seventy-two (72) hours of “New Child Leave.”
- B. Non-Suppression Division Members shall receive twenty-four (24) hours of “New Child Leave.”

ARTICLE 38
VACATION

38.1: Eligibility. Bargaining Unit Members who have been employed by the Township for a period of six (6) months in a full-time position shall be entitled to a paid vacation. Suppression Bargaining Unit Members shall earn vacation according to the following schedule:

<u>Months</u>	
1 through 60	11-1/3 hours per month - 136 hours per year
61 through 180	16 hours per month - 192 hours per year
181 or more	20-2/3 hours per month - 248 hours per year

Non-Suppression Bargaining Unit Members shall earn at the following rate:

<u>Months</u>		
1 through 60	6 2/3 hours per month	80 per year
61 through 180	10 hours per month	120 per year
181 or more	13 1/3 hours per month	160 per year

38.2: Vacation pay for all Bargaining Unit Members shall be computed at the Bargaining Unit Member's current regular rate of pay, minus any shift or premium pay.

38.3: Vacation time will not be allowed without a written request from the Bargaining Unit Member, approved by the Fire Chief or His/Her designee. Requests for vacation must be submitted before February 15 of each year for the 12-month period beginning March 1 and will be considered on a seniority basis. Members of the Suppression Unit shall be allowed two personnel off on vacation at any one time if requested by February 15. The Fire Suppression Unit shall only be allowed one (1) personnel on vacation on any day where two (2) “Kelly's” are scheduled on the same day. No more than one officer may be on vacation at any one time. Any requests submitted after February 15 must have a 2-week notice and will be subject to a first-

come-first-served basis. Vacation time may be approved with less than two (2) weeks' notice at the sole discretion of the Fire Chief or His/Her designee. The Township's grant or denial of the vacation leave request shall not be a proper matter for a grievance, unless the grant or denial concerns vacation requested after the February deadline.

38.4:

- A. Except as identified above, Township or his designated representative shall determine the number of Bargaining Unit Members who can be excused for vacation purposes at any one time.
- B. No vacation time off shall be cumulative from year to year and no vacation pay will be paid in lieu of vacations except in cases of extraordinary circumstances. A Bargaining Unit Member having accumulated twelve (12) months' vacation credit hours in a calendar year and fails to take such vacation within the following twelve (12) month period, is subject to forfeiture of the accumulated vacation credit hours exceeding the twelve (12) month vacation credit hour accumulation.

38.5: Vacations will be granted at a time when the vacation will not interfere with the Township's work operation.

38.6: No vacation shall be earned while a Bargaining Unit Member is on an unpaid leave of absence or when a Bargaining Unit Member is laid off from work.

38.7: A bargaining unit member who separates from employment prior to the completion of their probationary period will not be eligible for pay for any accumulated vacation hours. Any Bargaining Unit Member terminated for cause will be ineligible for payout of accumulated vacation hours.

38.8: No vacation days shall be granted on the date of Township Fireworks or the Fire Department Open House, so long as the date is established before February 1st of that year. Vacation may be granted at the sole discretion of the Fire Chief or His/Her designee on the aforementioned dates if the events are cancelled, however, this exception is limited to the cancelation year only.

ARTICLE 39
HOLIDAYS

39.1: Holiday pay shall be paid at the rate \$160.00.

39.2: Payment for the following holidays shall be made in a lump sum payment on or about the fifteenth (15th) of November:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Bargaining unit members are not eligible for payment for holidays that occurred prior to or after the term of their employment.

39.3: If a Bargaining Unit Member is on layoff or any unpaid leave of absence, he/she shall not receive holiday pay for that day.

39.4: Non-suppression Division personnel shall have the day off and be paid eight (8) hours at his regular rate of pay for each holiday recognized in 39.2, with a guaranteed minimum of twelve (12) days. If a Non-Suppression Division Bargaining Unit Member is required to work a holiday listed in 38.2., he shall be paid one and a half (1 ½) times his regular rate of pay for those hours worked and shall receive an additional day off to be taken at the Bargaining Unit Member's choosing.

ARTICLE 40 **LIGHT DUTY**

40.1: Upon submission of appropriate medical documentation if a bargaining unit member becomes unable to perform their normal duties because of an injury or illness, the bargaining unit member may request and the Township Manger or designee may approve, at His/Her sole discretion, the Bargaining Unit Member to work "light duty" which is medically appropriate under the following conditions:

- A.** The Township has work to be performed by a Bargaining Unit Member who is injured or ill. Work for this section is not limited to fire department related work.
- B.** The Township has been provided medical verification that the Bargaining Unit Member is able to perform the "light duty" assignment within medical restrictions, and with reasonable accommodation.
- C.** If more than one Bargaining Unit Member is seeking a light duty assignment and the Bargaining Unit Members are medically eligible to work the light duty assignment, the Bargaining Unit Member who was first injured or became ill will be given preference for the "light duty" assignment.
- D.** The light duty assignment shall be for the period designated by the Township, but assignments outside Township business hours shall not be unreasonably imposed. The parties agree that light duty assignments are to be of a temporary nature and do not constitute reasonable accommodation for a prolonged disability.
- E.** A suppression bargaining unit member assigned to a light duty position will be placed on a 40-hour work week. Suppression bargaining unit member placed on a 40-hour work week (not to include those on Maternity leave under section 36) will be required to use eight (8) hours of paid leave time to receive full pay, for every full calendar week they are on light duty.
- F.** Bargaining Unit Members assigned light duty shall be provided all the rights and benefits provided under the collective bargaining agreement unless specified in any other article of this agreement.
- G.** Light duty shall not be considered time worked for purposes of Article 44.

ARTICLE 41
FOOD ALLOWANCE

41.1: The Township will pay each Bargaining Unit Member of in the Fire Suppression Division a quarterly food allowance of \$200.00. This allowance will be paid at the end of the first payroll period following the quarter in which payment is due. The food allowance shall be pro-rated for any time less than a full year of service.

41.2: Any bargaining unit member on a 40-hour work week is not eligible for the food allowance stated in 41.1.

ARTICLE 42
BEREAVEMENT LEAVE

42.1: Bereavement Leave: Suppression Bargaining Unit Members shall be entitled to funeral leave with pay up to two (2) shift days in the event of death in the Bargaining Unit Member's immediate family. Non-Suppression Bargaining Unit Members shall be granted up to three days off work, with pay, in the event of the death of an immediate family member.

42.2: Immediate Family Defined: A Bargaining Unit Member's immediate family is defined as current spouse, child, father, mother, sister, brother, grandparent, stepmother, stepfather, current spouse's father or mother, grandchildren, stepchild or any dependent who resides permanently with the Bargaining Unit Member's family in the Bargaining Unit Member's household.

42.3: Other Leave: One (1) day leave of absence with pay may be granted a permanent, full-time Bargaining Unit Member immediately following the death of a current spouse's brother, sister, stepbrother, stepsister or grandparent.

42.4: Qualifications: The Township is to be notified immediately of potential bereavement leave. The Chief or his designee shall be responsible for reviewing and approving Bargaining Unit Member's requests for bereavement leave. A Bargaining Unit Member may be requested to provide supporting documentation if the Chief or his designee believes bereavement is being abused. No reimbursement shall be authorized for any part of the bereavement leave of absence which falls on part of the Bargaining Unit Member's vacation or sick time, or during such time the Bargaining Unit Member is not scheduled to work. Bargaining Unit Members shall be paid at their regular straight-time rate of pay for the hours for which they qualify for bereavement leave.

ARTICLE 43
JURY DUTY AND WITNESS PAY

43.1: Any permanent full-time Bargaining Unit Member summoned and reports for jury duty prescribed by applicable law, shall be paid the difference between the jury duty fee which he/she receives for such service and his then-current straight time rate which he/she would have received if he/she had worked, for the working time actually lost. In order to receive payment under this section, a Bargaining Unit Member must give the Township prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that the jury duty was performed on the days for which payment is claimed.

The Bargaining Unit Member is expected to report for work on any scheduled workday when the jury is not in session. Often jury members are dismissed early in the day or week. In such event, the Bargaining Unit Member is expected to return to his job promptly. The Bargaining Unit Member's seniority continues to accumulate during jury duty leave.

43.2: Bargaining Unit Members subpoenaed to appear as a witness in a judicial or administrative proceeding arising out of the course of employment will receive the difference between his straight time pay and the fees for appearing as a witness for the time spent in court appearances. In the event a Bargaining Unit Member appears as a witness during regularly scheduled off-duty hours the Bargaining Unit Member will receive the difference between one and one-half (1-1/2) times his straight-time hourly pay and the fees for appearing as a witness for the time spent in court appearances.

Bargaining Unit Members will provide the Chief or his designee with prompt notice of his call as a witness and provide evidence of witness service and of the payment received for it.

ARTICLE 44 **WORKER'S COMPENSATION**

44.1 Pursuant to Michigan Law, the Township provides, at its sole expense, Worker's Compensation coverage for each Bargaining Unit Member covered by this Agreement.

44.2 On-the-job injuries must be reported immediately to the on-duty shift commander, and medical assistance obtained within twenty-four (24) hours of the injury. The on-duty shift commander shall notify the Chief and the Director of Human Resources in writing within twelve (12) hours of receiving the report.

44.3: A Bargaining Unit Member unable to continue or adequately perform the assigned work due to a job-related injury, may be eligible for Worker's Compensation under the State of Michigan, Worker's Compensation Laws.

44.4: On the day of a job-related injury, the Township shall pay the Bargaining Unit Member the normal regular straight-time hourly rate for such time lost.

44.5: Bargaining Unit Members receiving Worker's Compensation benefits for injuries and/or illnesses arising out of and in the course of their employment with Delta Township will, for a period of up to twenty-four (24) consecutive calendar months, be paid that portion of their regular straight time earnings which, together with such compensation, equals their regularly scheduled earnings, except, that said Bargaining Unit Members shall not be entitled to receive food allowance or holiday pay. The Bargaining Unit Members' regular earnings and their supplemental pay shall be frozen at the rate of pay they received when they last worked before the leave began.

44.6: However, if a Bargaining Unit Member is employed but his/her worker's compensation benefit and pay from his/her current employment together total less than his/her pre-leave regular straight time earnings, then the Bargaining Unit Member may utilize his/her accrued sick leave and vacation hours to supplement the worker's compensation payment.

44.7: A Bargaining Unit Member shall continue to accrue vacation and sick leave for the first twenty-four (24) months.

44.8: At the end of the first twenty-four (24) month period, Bargaining Unit Members shall not be entitled to receive any supplement pay from the Township. The Township will pay to the Bargaining Unit Member a lump sum payment of all accrued and unpaid leave and the Bargaining Unit Member's employment will be terminated.

44.9: Bargaining Unit Members must submit a copy of any Worker's Compensation payments they receive before the Township is obligated to apply the provisions of this Article.

44.10: Bargaining Unit Member may be required to work light duty while on Worker's Compensation leave, unless the member requests and is eligible for FMLA leave. The Township shall run Family and Medical Leave Act entitlements concurrently with a Worker's Compensation leave.

ARTICLE 45 **HEALTH INSURANCE**

45.1: The Township shall provide a health insurance policy for each permanent, full-time Bargaining Unit Member, the Bargaining Unit Member's current spouse and eligible dependents; the plan to be the same health insurance plan the Township offers to its full-time non-union Bargaining Unit Members. The Township reserves the right to change carriers or be self-insured or have a combination thereof with a thirty (30) day notice to the Union.

45.2: The Township will provide for up to twenty-four (24) months continuation of the medical health insurance for any Bargaining Unit Member who incurs a duty-related disability from the date the Bargaining Unit Member stopped working.

45.3: The Township will provide an insurance waiver for all full-time Union Bargaining Unit Members eligible to participate in the township's health insurance plan. This waiver would allow a Bargaining Unit Member to voluntarily waive his/her right to participate in any of the health insurance plans offered by the township if proof is provided of current enrollment in a group health program not offered by the Township.

For those Bargaining Unit Members not selecting a health insurance benefit, a waiver must be signed for each benefit year to include proof of enrollment in a group health program independent of the Township's and that meets the affordability and coverage requirement of the affordable care act, and the township shall pay \$3500 per year. This payment would be pro-rated with payment of one-half (1/2) the total allotment paid on the payday closest to but before each June 30 and December 31 of the selected plan year. The waiver amount is subject to change but will remain the same as the Township offers to its full-time non-union Bargaining Unit Members. In the case of retirement, a final payment would be pro-rated to the final date of employment.

A Bargaining Unit Member may be able to enroll him/herself or his/her dependents in any plan offered, provided that he/she requests enrollment within thirty (30) days of a qualifying event as provided by the health insurance plans, including:

- Loss of eligibility or termination of Township contributions for other coverage. Loss of eligibility includes loss of coverage due to legal separation, divorce, death, termination of employment, or reduction of hours. It does not include a loss of coverage due to failure to pay premiums or termination for cause, such as making a fraudulent claim.
- He/she has a new dependent as a result of marriage, birth, adoption or placement for adoption.
- Exhaustion of COBRA coverage under another Township's plan.

45.4: A Bargaining Unit Member can be covered either as a Bargaining Unit Member or as a dependent, but not both. If the Bargaining Unit Member chooses to be covered under their spouse's contract, said Bargaining Unit Member will receive the waiver buyout sum as indicated by policy. However, if an individual loses coverage for any reason, they will receive coverage under their spouse's contract.

45.5: In the event a Delta Township Fire Department Union member suffers a line-of-duty death, the Township shall provide the health care costs for Bargaining Unit Member's spouse and dependents for a maximum three-year period from the date of Bargaining Unit Member's death at the same rate as is provided in Article 45.1 of this Agreement. Such benefits for the Bargaining Unit Member's spouse and dependents will cease upon the re-marriage of Bargaining Unit Member's spouse or if the spouse is eligible for health care benefits from another Township or another source, not including Medicare or Medicaid

ARTICLE 46

HEALTH INSURANCE FOR RETIREES

46.1: Benefits Effective for Retired Bargaining Unit Members (who are employed prior to January 1, 2011) The Township shall provide health insurance for a retiree only, who meets the following conditions under the terms of the Michigan Municipal Retirement System (MERS):

- Has twenty-five (25) years of service and is aged fifty (50); or
- Has a minimum of ten (10) years and is aged sixty (60); or
- Has a duty disability

46.2: The Township's obligation to provide health care shall be subject to the following:

- A. In the event the retired Bargaining Unit Member has comparable insurance coverage available from a spouse, or through another Township or pension plan, the Township's obligation shall be to provide health insurance when the other coverage is no longer available.

46.3: The health care shall be equal to the coverage provided to current bargaining unit Bargaining Unit Members and shall continue until the retiree is eligible for Medicare, at which time the Township's obligation shall be to provide the supplement or "filler" coverage. The Township has the ability to look at new products to provide the filler coverage.

46.4: Retirees whose hire date is January 1, 2005, or later will be responsible for 10% co-pay for insurance coverage as described above.

46.5: A retiree may elect to provide health care coverage for dependents and if so, elected the retiree's obligation shall be to pay the difference between the single coverage and the additional premium cost of the dependent coverage.

46.6: Benefits Effective for Retired Bargaining Unit Members hired on or after January 1, 2011.

Only actual credited service as a Delta Township Bargaining Unit Member shall be counted toward years of service in terms of retiree health insurance benefits. No Act 88 time (per 49,4) or purchased time (per Article 51.3) shall be applied. The Township shall provide health insurance for a retiree only, who meets the following conditions under the terms of the Michigan Municipal Retirement Systems (MERS):

- Has twenty-five (25) years of Delta service and is aged fifty (50); or
- Has a minimum of ten (10) years of Delta Service and is aged sixty (60); or
- Has a duty disability

The health care shall be equal to the coverage provided to current bargaining unit Bargaining Unit Members and shall continue until the retiree (and spouse, if elected) is eligible for Medicare, at which time the Township's obligation shall be to provide the supplement or "filler" coverage. The Township has the ability

to look at new products to provide the filler coverage. The Township will provide health insurance for the *retiree only* based upon the following premium-sharing table. In addition, the retiree may elect to provide health care coverage for a spouse or eligible dependents. If elected, the retiree will be responsible for the difference between the Township's obligation and the balance of the insurance premium. In the event the retired Bargaining Unit Member has comparable insurance coverage available from a spouse, or through another Township or pension plan, the Township's obligation shall be to provide health insurance when the other coverage is no longer available.

PREMIUM SHARING

Years of Service	Township Share	Bargaining Unit Member Share	Years of Service	Township Share	Bargaining Unit Member Share
10	15%	85%	18	55%	45%
11	20%	80%	19	60%	40%
12	25%	75%	20	65%	35%
13	30%	70%	21	70%	30%
14	35%	65%	22	75%	25%
15	40%	60%	23	80%	20%
16	45%	55%	24	85%	15%
17	50%	50%	25	90%	10%

ARTICLE 47
DENTAL INSURANCE

47.1: The Township shall provide each bargaining unit member a dental insurance policy the same as provided to all non-affiliated employees of the Township. The Township reserves the right to change carriers or be self-insured or have a combination thereof with a thirty (30) day notice to the Union

ARTICLE 48
LIFE INSURANCE

48.1: The Township shall provide and pay the premium therefore for a Death Benefit insurance policy equal to one and one-half (1.5) times the Bargaining Unit Member's annualized base compensation and to include a Double Indemnity feature for accidental death for any cause whatsoever.

48.2: In the event a Delta Township Fire Department Union Member suffers a line-of-duty death, payment for 100% of accumulated sick leave, vacation time, holiday accrual, and longevity accrual shall be made to the surviving spouse, dependent children, or the estate in that order.

ARTICLE 49
DISABILITY INSURANCE

49.1: In order to protect the Bargaining Unit Member from experiencing financial hardship due to a prolonged recuperation in the event of disability, the Township has provided Disability insurance.

49.2: The Disability Insurance commences the 91st day after injury or illness and continues to Social Security Normal Retirement Age.

49.3: The first ninety (90) days of compensation shall be paid from the Bargaining Unit Member's accumulated sick time credits, if available, up to the maximum of eight hundred sixty-four (864) hours.

49.4: ELIMINATION PERIOD:

90 days. Benefits begin the day after the elimination period is completed.

49.5: MONTHLY BENEFIT:

60% of monthly earnings to a maximum benefit of \$6,000 per month.

ARTICLE 50
PENSION AND/OR RETIREMENT PLAN

50.1: The Bargaining Unit Members shall be provided a pension through the Michigan Municipal Bargaining Unit Members Retirement System with the following benefit program:

- Age and service – 50/25
- Final Average Compensation - FAC 3
- V10
- E-2 (Bridged for all members to 0% effective January 1, 2019)
- Bridged benefit 2.5% for service prior to June 1, 2015, frozen FAC; 2% for service after June 1, 2015.

50.2: The Bargaining Unit Member and the Township shall share in the cost of the MERS plan (as determined actuarially) equally up to 20%. Any required additional contribution (as determined actuarially) shall be made by the Township.

50.3: Bargaining Unit Members shall be permitted to purchase up to five (5) years of either military, past service or generic time. The cost of this service shall be paid entirely by the Bargaining Unit Member.

50.4: The Township agrees, that within 1 year of the ratification of this CBA, to adopt and apply the provisions of Act 88 - Reciprocal Retirement Act of 1961.

ARTICLE 51
LONGEVITY

51.1: In consideration of long and faithful service, the Township shall in addition to regular salary, pay longevity to long term Bargaining Unit Members who have been employed by the Fire Department for a period of five (5) continuous years in a permanent, full-time classification, shall be eligible to receive longevity pay on or about December 15th of each year, based upon the following schedule:

+60 – 120 months	1-1/2% of the annual base wage
121 – 180 months	2-1/2% of the annual base wage
181 or more months	3-1/2% of the annual base wage

51.2: Eligibility is determined whereby a Bargaining Unit Member's anniversary date must fall on or before December 15th the year the longevity is to be paid.

51.3: Basis of payment is to be predicated upon the annual annualized base compensation of permanent and full-time classification as of November 30th, preceding the date on which the payment is to be made.

51.4: Longevity shall not be prorated for final payouts other than duty or non-duty death or retirement.

ARTICLE 52

WAGES

52.1: The classification and hourly rates of pay of Bargaining Unit Members in the bargaining unit are as set forth in the attached "Appendix A" to this Agreement. All wage increases shall be effective as of January 1 in any given year.

52.2: Any pay rate changes shall occur at the beginning of the full next pay period

ARTICLE 53

LOSS OR DAMAGE TO PERSONAL PROPERTY

53.1: A Bargaining Unit Member's personal property, limited to prescription eyeglasses and wristwatches damaged during the performance of the Bargaining Unit Member's regular job, excluding normal wear and tear, shall be repaired or replaced by the Township as follows: prescription eyeglasses: maximum reimbursement of \$250.00; wristwatches and contact lenses: maximum reimbursement \$50.00. All replacements shall be limited to twice per year. One of the following circumstances shall apply:

- A.** The intentional acts of third parties caused the damage.
- B.** The damage was caused by an unknown defect or malfunction in equipment or supplies provided to the Bargaining Unit Member by the Township, of which the Bargaining Unit Member was not aware.
- C.** The damage or loss was caused by a known defect or malfunction in equipment or supplies provided to the Bargaining Unit Member after the Bargaining Unit Member reported the defect or malfunction to the Township, and the Township failed within a reasonable time to correct the defect or malfunction thereby causing damage or loss to the Bargaining Unit Member's personal property.
- D.** Damage arose out of and in the course of the Bargaining Unit Member's work and was not the result of any negligence on the part of the Bargaining Unit Member.

ARTICLE 54

UNIFORM ALLOWANCE

54.1: The Township will furnish to bargaining unit members of the Suppression Division personal protective equipment that is required.

54.2: Bargaining unit members shall maintain a consistent and professional appearance with clearly identified Delta Township uniforms. The Township will furnish the following standardized items to bargaining unit members:

- One (1) Class A Uniform with approved belt for non-probationary bargaining unit members.
- Up to three (3) Class B uniforms with one (1) Class B belt.
- Delta Township Combination winter/summer jacket
- One (1) Baseball Style Cap
- One (1) Winter Hat
- One (1) Pair of shoes/boots (bargaining unit members may purchase their own shoes/boots with pre-approval from the Fire Chief, or His/Her designee, and receive a maximum of \$200)

54.3: Equipment and uniforms provided by the Township which are lost or damaged during the course of duty will be replaced by the Township at its expense, provided, however, that such loss or damage did not result from Bargaining Unit Member negligence. All equipment and uniforms to be replaced must be turned in prior to the exchange.

ARTICLE 55 **TRAVEL ALLOWANCE**

55.1: Bargaining Unit Members required to use their private automobile for Fire Department business shall be compensated at the rate approved and allowed by the IRS at the time of use. This Section shall not apply to Bargaining Unit Members reporting to work for regular scheduled shifts or call back. For purposes other than station to station transfers while on duty, Township owned vehicles must be used if available before a Bargaining Unit Member requests to take their own vehicle. No mileage will be paid to a Bargaining Unit Member who chooses to drive his/her own car without prior approval for mileage reimbursement.

ARTICLE 56 **MANDATORY TRAINING SESSIONS**

56.1: All Bargaining Unit Members required to participate in mandatory training sessions during their off-duty hours shall be compensated at one and one-half (1-1/2) times their straight-time hourly rate for the time spent in said training programs which shall not include compensation for time taken for meals.

56.2: Mandatory training sessions shall be related to qualifications or certification, job functions, employment practices, or Township policies. The sessions shall be scheduled with a minimum of 7 days' notice, unless the session must be scheduled due to a reasonable emergency. If vacation or trade time has already been approved prior to the scheduled training, such time shall not be cancelled.

ARTICLE 57 **JOB-REQUIRED LICENSES**

57.1: The Township agrees to reimburse the Bargaining Unit Member the fee for all job-required licenses.

ARTICLE 58
TUITION REIMBURSEMENT

58.1: Attendance at Mandatory Courses: The Township will pay the tuition expense and course materials cost for Bargaining Unit Members attending educational courses at the direction of the Township.

In the event a Bargaining Unit Member attends a mandatory educational course while off-duty, he/she will be compensated at time and one-half his/her straight-time hourly rate for time spent in attendance at course classes, except that the Bargaining Unit Member shall not be paid overtime for attending classes required to obtain officer I, II and III training, but will be allowed to attend with pay when on shift.

A Bargaining Unit Member attending educational courses will obtain prior approval from the Chief or his designee for room, board and travel expenses.

58.2: Attendance at Non-Mandatory Courses: The Township will reimburse tuition costs only for a Bargaining Unit Member's attendance at elective non-mandatory educational courses directly related to the Bargaining Unit Member's employment with the Township or college coursework performed in connection with obtaining a degree in fire, EMS, or Public Safety up to \$1,200.00 per calendar year.

To be eligible for tuition reimbursement, the Bargaining Unit Member must receive course approval in writing from the Township Manager or His/Her designee prior to enrollment. Reimbursement will be made only after course completion and upon receipt by the Bargaining Unit Member of a passing grade. A passing grade will be defined as:

- Letter grade of "C" or better
- 2.0 GPA or better
- Certificate of Completion

Passing grades will also be considered on a case-by-case basis if the requirements for passing a specific course can be demonstrated to fall outside of the above-listed criteria.

All non-mandatory educational coursework shall be taken on the Bargaining Unit Member's own time.

Classes for Fire Officer I, II, III shall not be subject to reimbursement limits listed in 57.2., however attendance may be limited by the Fire Chief or His/Her Designee. If limited, priority will be given first to seniority in rank, then department seniority.

ARTICLE 59
EDUCATIONAL INCENTIVE (EI)

59.1: All fire department Bargaining Unit Members shall maintain their current (or time-of-hire) EMS licenses. The following incentive plan shall be in effect for the duration of this agreement:

- Full-time Bargaining Unit Member hired prior to January 1, 2005, with an Associate Degree acquired prior to January 1, 2005, in Fire Science and/or EMS shall receive an EI bonus of 2% of their base wage annually.
- Any non-probationary Bargaining Unit Member the rank of firefighter/paramedic or higher who possesses and maintains their Paramedic license shall receive \$2500.00 annually.
- Any full-time Bargaining Unit Member with a bachelor's degree in Fire Science, Public Safety or EMS shall receive a bonus of 4% (total EI) of their base wage annually.

The above Educational Incentives shall be payable each year on or about November 15.

The incentives listed above will be prorated as applicable as follows:

- In the year degree or license is obtained
- Upon voluntary resignation, retirement, or death, educational incentives shall be prorated to the final date of employment.
- There will be no proration for termination.

ARTICLE 60 **STATION MAINTENANCE**

60.1: The Township agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses. The Township further agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

ARTICLE 61 **PHYSICAL ABILITY TEST**

61.1: All Bargaining Unit Members are required to pass a physical ability test every other year Applicants must pass this test as a condition of employment, however, may be exempt from this PAT if they have taken an acceptable PAT in the previous 6 months. The Union and the Fire Chief, or His/Her designee must agree on PAT alternatives.

61.2: The physical ability test shall assess the mandatory strength, agility and endurance required to perform the duties of an effective firefighter. The test shall utilize the standards set forth in Appendix "D." Any changes to the testing requirements will be mutually agreed upon by both parties.

61.3: Times will be reflected in the Physical Ability Test created by the parties.

61.4: In the event a Bargaining Unit Member fails to pass the physical ability test, the Bargaining Unit Member will be given up to one (1) year within which to retake and pass the physical ability test. During this one (1) year period, the Bargaining Unit Member's wages will be frozen until the evaluation has been satisfactorily completed. Further, the Township shall provide an appropriate fitness professional to evaluate the Bargaining Unit Member and promptly develop a plan for fitness improvement. The Township will administer the test at the Bargaining Unit Member's request within one week of the facility becoming available.

61.5: Bargaining Unit Members failing to pass within one (1) year of the test are subject to discipline up to and including termination.

61.6: The Township shall schedule a date in the springtime (April-May) and in the fall time (September-October) for members to take the test. The test dates shall be on separate shift days and put on the calendar by February 15th of each year.

61.7: At no time shall time shall Union members, prior to taking the test, be required to set up or reset any stations. Union members, upon completion of the test, may assist with resetting stations and the tear down of stations.

ARTICLE 62
MISCELLANEOUS

62.1: An emergency financial manager appointed under the Public Act 436 of 2012 or any related or subsequent state or federal law, is authorized to reject, modify, or terminate this Agreement as provided in the aforementioned Act(s).

ARTICLE 63
CONTAGIOUS DISEASE

63.1: It shall be presumed that any Bargaining Unit Member who contracts Hepatitis B or meningitis shall have contracted the disease while on duty.

63.2: The Township shall provide a one-time immunization during the life of this Agreement for all Bargaining Unit Members who want to be immunized, as follows:

- Tetanus
- Hepatitis (Type B)
- Rubella (for females of childbearing age)

63.3: Bargaining Unit Members who refuse to be immunized for Hepatitis-B and who later contract the disease shall not be presumed to have contracted the disease while on duty.

63.4: TB Screening – The Township shall provide a tuberculosis screening annually for all bargaining unit Bargaining Unit Members.

ARTICLE 64
DRUG TESTING POLICY

64.1: The Bargaining Unit Members shall follow the directive contained in the Township’s drug testing policies.

64.2: Use of Results:

- A.** Any action to be taken on receipt of a positive report which has been confirmed will be taken by the agency head only after receiving a report from the Township Manager.
- B.** The detection of the use of any illegal drug may be grounds for immediate dismissal. The Bargaining Unit Member, however, should have every opportunity to explain the presence of any drug in his system, and if need be, substantiate his explanation with medical evidence.
- C.** In keeping with Township policy, every effort should be made to assist the Bargaining Unit Member to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the Bargaining Unit Member's position, then appropriate disciplinary action shall be instituted.

ARTICLE 65
NON-SUPPRESSION DIVISION

65.1: The Training/EMS Captain and Fire Inspector will be responsible for the duties laid out in the established job description(s). These classifications will be referred to as the “Non-suppression Division”.

65.2: It is understood that these positions will have the Rank and Authority of a Captain only in regard to an administrative or training issue. With regards to operational authority, at no time will the Training/EMS Captain or Fire Inspector have the same authority as a Shift Captain or Battalion Chief. However, during a time where a Shift Captain or Battalion Chief may not be available, the Training/EMS Captain will be given the authority to make decisions that would normally be given to the Senior Engineer.

65.3: Non-Suppression Division personnel shall not engage in any suppression activities on an emergency scene or cover any shift work in the suppression unit unless:

- Acting in a role to support command staff
- Activation of the Emergency Operations Center (EOC)
- Short or Long-term emergency conditions are deemed to exist by the Fire Chief or His/Her designee requiring additional support in the suppression division
- At no time shall Non-Suppression personnel perform tasks outside of their licensing and certifications

65.4: Non-Suppression Division personnel shall be evaluated annually. Performance objectives for the Non-Suppression division will be set by the Fire Chief and Township Manager. If a Non-Suppression Division Bargaining Unit Member routinely fails to meet performance objectives, the Township may elect to transfer the Bargaining Unit Member back to the Suppression Division according to Article 26.

65.5: Non-Suppression Division personnel shall be granted personal days off per year pursuant to the following schedule:

- After one (1) year of continuous employment, Bargaining Unit Member shall be eligible for one (1) paid leave day annually.
- After three (3) years of continuous employment, Bargaining Unit Member shall be eligible for two (2) paid leave days annually.
- After five (5) years of continuous employment, Bargaining Unit Member shall be eligible for three (3) paid leave days annually.

These days must be used during the calendar year and shall not be cumulative from year to year.

ARTICLE 66

SHIFT FIRE PREVENTION OFFICER AND FIELD TRAINING OFFICER

66.1: The Township shall pay a maximum of three (3) Bargaining Unit Members (1 per shift) additional pay at the rate of 1.5% above their base wage for being a designated Shift Fire Prevention officer (FPO).

66.2: The Township agrees to compensate Bargaining Unit Members acting in the capacity of F.T.O. for all probationary Bargaining Unit Members under the following conditions:

- A.** F.T.O.'s will have a minimum requirement of two years of service as a full-time paramedic firefighter with the Delta Township Fire Department. Bargaining Unit Members with one year of service and off probation may be FTO's at the Fire Chief's sole discretion.

- B.** Battalion Chiefs, Captains, Lieutenants, Engineers, are not eligible for designation as F.T.O.s, however, if conditions warrant through swaps or other extraordinary circumstances, the listed positions will not be excluded from the premium.
- C.** The assigned F.T.O. will be paid an hourly premium for acting in a F.T.O. capacity based on the following:
 - F.T.O.'s will be paid an hourly premium for \$2.00/hour
 - The premium will be a flat rate and will not be added to base rate.
 - Bargaining Unit members on overtime will be eligible for the premium, however the premium will not be calculated into overtime rates.
 - In order to receive the hourly premium, The F.T.O. must act in the F.T.O. capacity a minimum of 8 hours on a shift. Only one F.T.O. per probationary Bargaining Unit Member will receive the shift premium at one time.
- D.** The Chief or his/her designee will take volunteers into consideration when selection is made, however, assignment of F.T.O.'s will be the sole discretion of the Chief or his/her designee.
- E.** F.T.O.'s will be accountable for performance as with any other duties.
- F.** FTO compensation is only available when a designated FTO works with a full time or part time probationary Bargaining Unit Member of Delta Township. Except in accordance with 20.4, where a FTO will be provided for 12 weeks.

ARTICLE 67
SHIFT EXCHANGE

67.1: Time exchanges may be undertaken voluntarily between two (2) full-time Bargaining Unit Members with a paramedic license within their own rank as well as one rank above or below upon approval of the Bargaining Unit Members' shift officer and the Fire Chief or his designee prior to such exchange of time.

67.2: Time exchanges may be undertaken voluntarily between two (2) full-time Firefighter/EMT-B Bargaining Unit Members upon approval of the Fire Chief or his designee prior to such exchange of time. To ensure ALS capabilities are maintained Firefighter/EMT-Bs shall only exchange time with other Firefighter/EMT-Bs.

67.3: Responsibility for arrangement for the repayment of such time rests with the Bargaining Unit Members involved

67.4: No obligation shall be placed upon the Township for repayment of time voluntarily traded or repaid between Bargaining Unit Members.

67.5: The Union agrees that the privilege of trading time shall not result in any overtime being incurred and members involved in the shift exchange will not be eligible for step-up pay unless the necessity to work out of class arose from circumstances that did not result from the shift exchange.

67.6: In the event that either bargaining unit member involved in a shift exchange scheduled is "off duty" due to a work-related injury, the shift exchange shall be cancelled. The member whose shift was to be covered, shall have the option to work a shift or use sick or vacation time

67.7: If a member, who has agreed to work trade time and is unable to work due to personal illness, that member will be charged sick time.

67.7: Bargaining unit members shall be allowed to exchange “Kelly” days provided:

- Both Kelly days are within the same 28-day work cycle.
- The Kelly exchange follows all other requirements of this article.

ARTICLE 68
RECRUITMENT & HIRING EMT- Bs

68.1: It is agreed that the standard for Delta Township is to provide Advanced Life Support services to all patients who need Advanced Life Support services.

68.2: FF/EMT-Bs may be hired under the following conditions:

1. Firefighter/EMT-Bs go through the same hiring process as all other bargaining unit members.
2. Firefighter/EMT-Bs hired will be sent to Paramedic school as an employment incentive. The Township will cover the cost of tuition for Firefighter/EMT-Bs, so long as the Bargaining Unit Members attend the Paramedic school of the Township’s choosing.
3. Firefighter/EMT-Bs who are already enrolled in paramedic school at His/Her hiring date, shall be reimbursed the cost of past and current tuition paid for paramedic school, up to \$4,000, upon successfully obtaining their State of Michigan Paramedic license.
4. Firefighter/EMT-Bs will be given Administration time to attend class when it coincides with members regularly scheduled shifts.
5. Firefighter/EMT-Bs shall not be paid overtime to attend class on non-shift days.
6. Firefighter/EMT-Bs not eligible for additional tuition reimbursement under 57.2 until obtaining paramedic licensure.
7. Firefighter/EMT-Bs who fail to obtain their State of Michigan Paramedic License within four (4) years may be terminated from employment.
8. Firefighter/EMT-Bs may enter into a tuition reimbursement agreement with the township as part of their conditional offer of employment, this agreement shall not be a grievable matter.

68.3: In keeping with the goal to provide ALS services to Delta Township, no more than three (3) Bargaining Unit FF/EMT-B’s shall be assigned to a shift.

ARTICLE 69
WORKING OUT OF CLASS

69.1: A Bargaining Unit Member who is required to accept responsibilities and carry out the duties of a position or rank above that, which he/she normally holds, shall be paid at the next highest pay rate for that position or rank while so acting.

69.2: Selection of the individual that will be assigned to work out of class will be determined first by qualifications, then by seniority within their current rank. Qualifications for working out of class in the following ranks are as follows:

- Engineer: Certified Driver of all department apparatus.
- Captain: Non-Probationary Engineer Bargaining Unit Member with at least Fire Officer I/II
- Battalion Chief: Senior Captain.

69.3: Bargaining Unit Members who have passed promotional testing for the higher rank and are currently on a valid promotional list will be considered before those mentioned in Section 68.2.

69.4: In those cases where temporary assignments are made by the Fire Chief for the purpose of filling a short-term vacancy, such daily upgrades shall be made to the senior Bargaining Unit Member on duty who is not already performing at or above the level of the vacancy and who meets the requirements for such jobs. For the purpose of this subsection, the term “short-term vacancy” is defined as a vacancy created on a particular day by the absence of the Bargaining Unit Member regularly assigned to the vacant position for reasons including but not limited to sick leave, personal leave, vacation, or injury. All Bargaining Unit Members assigned to perform work of a higher classification shall be paid the next highest rate of the higher classification, retroactive to the first hour worked., provided the total hours worked in the higher classification are in excess of:

- Eight (8) hours per workday for Fire Suppression Unit Members.
- Four (4) hours per workday for Non-Suppression Unit Members.
- The Bargaining Unit Member shall continue to receive the higher rate for all hours worked in the higher classification until he is returned to his regular classification.

69.5: In the event a long-term vacancy occurs it is understood that the Fire Chief, intends to make a temporary assignment to the position. Notification of such assignment(s) shall be made in writing on official letterhead and disseminated via department memo (commonly referred to as an “Acting Letter”) no more than 14 days after the “long term vacancy” being known by the Fire Chief. The member assigned shall assume all roles, responsibilities and privileges that would be afforded that rank while so assigned in the acting capacity. For the purpose of this subsection the term “long-term vacancy” is defined as a period expected to last thirty (30) calendar days or more. If the Bargaining Unit Member who created the long-term vacancy does not ultimately return to duty, the vacancy shall be filled utilizing the promotional provisions of this collective bargaining agreement at which time the temporary assignment shall end and the Bargaining Unit Member who has been temporarily assigned shall revert back to his regular duty assignment. Should the Bargaining Unit Member who worked out of class in the long-term capacity be selected, through the promotional process, to fill the position permanently, his time spent temporarily in the position shall count toward his probationary requirements, up to 9 months total.

ARTICLE 70

COMPLETE AGREEMENT

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

70.2: The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by parties hereto

ARTICLE 71
PAST PRACTICES

71.1: Both the Township and the Union subscribe to the principal that this contract should be the complete Agreement between the parties.

71.2: The parties, however, recognize that it is most difficult to enumerate in an agreement practice inherent in a relationship of many years' duration.

71.3: If the Township proposes any change in any understanding or agreement involving past practices during the life of this Agreement which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

71.4: If the parties are unable to reach an agreement within ninety (90) days of their initial meeting, the dispute may be submitted to arbitration. The Union shall have the burden of proving that a past practice has been violated and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the Township shall prevail if the Township can show fair and reasonable justification for the change

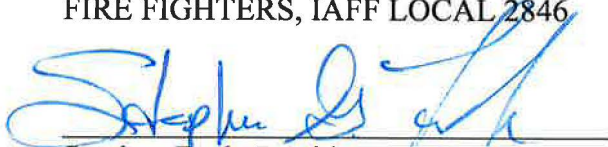
ARTICLE 72
DURATION

72.1: This Agreement shall be in full force and effect from January 1, 2023, to and including December 31, 2028, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, cancel or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 22 day of Nov, 2022

DELTA TOWNSHIP PROFESSIONAL
FIRE FIGHTERS, IAFF LOCAL 2846

CHARTER TOWNSHIP OF DELTA



Stephen Funk, President



Kenneth Fletcher, Supervisor



William Oberst, Vice President



Mary Clark, Clerk



Brian Reed, Manager

APPENDIX A

Appendix A

2023 pay changes to take effect Jan 8th 2023, to align with pay periods

RANK	2023	2023	2024	2024	2025	2025	2026	2026	2027	2027	2028	2028
HOURS	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY
	2678		2678		2678		2678		2678		2678	
INCREASE	3.00%		4.00%		3.00%		3.00%		2.00%		2.00%	
PARAMEDIC	\$51,961.18	\$24.9813	\$54,039.62	\$25.9806	\$55,660.81	\$26.7600	\$57,330.64	\$27.5628	\$58,477.25	\$28.1141	\$59,646.79	\$28.6763
FF/EMT-B	\$51,961.18	\$19.4030	\$54,039.62	\$20.1791	\$55,660.81	\$20.7845	\$57,330.64	\$21.4080	\$58,477.25	\$21.8362	\$59,646.79	\$22.2729
1 YEAR	\$54,039.62	\$20.1791	\$56,201.21	\$20.9863	\$57,887.24	\$21.6158	\$59,623.86	\$22.2643	\$60,816.34	\$22.7096	\$62,032.67	\$23.1638
FF/EMTP												
HIRE	\$54,687.85	\$20.4212	\$56,875.36	\$21.2380	\$58,581.62	\$21.8751	\$60,339.07	\$22.5314	\$61,545.86	\$22.9820	\$62,776.77	\$23.4417
1 YEAR	\$57,755.03	\$21.5665	\$60,065.23	\$22.4291	\$61,867.19	\$23.1020	\$63,723.21	\$23.7951	\$64,997.67	\$24.2710	\$66,297.62	\$24.7564
2 YEAR	\$61,605.44	\$23.0043	\$64,069.66	\$23.9244	\$65,991.75	\$24.6422	\$67,971.50	\$25.3814	\$69,330.93	\$25.8891	\$70,717.55	\$26.4069
3 YEAR	\$67,472.62	\$25.1952	\$70,171.52	\$26.2030	\$72,276.67	\$26.9890	\$74,444.97	\$27.7987	\$75,933.87	\$28.3547	\$77,452.54	\$28.9218
4 YEAR	\$71,685.99	\$26.7685	\$74,553.43	\$27.8392	\$76,790.04	\$28.6744	\$79,093.74	\$29.5346	\$80,675.61	\$30.1253	\$82,289.12	\$30.7278
ENGINEER	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY
	\$74,191.26	\$27.7040	\$77,158.91	\$28.8121	\$79,473.68	\$29.6765	\$81,857.89	\$30.5668	\$83,495.05	\$31.1781	\$85,164.95	\$31.8017
CAPTAIN	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY
	\$79,406.22	\$29.6513	\$82,582.47	\$30.8374	\$85,059.94	\$31.7625	\$87,611.74	\$32.7154	\$89,363.98	\$33.3697	\$91,151.26	\$34.0371
	1.5% additional increase in 2023											
BATT. CHIEF	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY
	\$86,638.62	\$32.3520	\$90,104.17	\$33.6461	\$92,807.29	\$34.6554	\$95,591.51	\$35.6951	\$97,503.34	\$36.4090	\$99,453.41	\$37.1372
	2.5% additional increase in 2023											
FIRE INSP.	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY
	\$85,404.24	\$41.0597	\$88,820.41	\$42.7021	\$91,485.02	\$43.9832	\$94,229.57	\$45.3027	\$96,114.17	\$46.2087	\$98,036.45	\$47.1329
	1% additional increase in 2023											
TRN/EMS CPT	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY	SALARY	HOURLY
	\$85,404.24	\$41.0597	\$88,820.41	\$42.7021	\$91,485.02	\$43.9832	\$94,229.57	\$45.3027	\$96,114.17	\$46.2087	\$98,036.45	\$47.1329

1% additional increase in 2023

When FF/EMT-B's obtain their Paramedic license they will go to the FF/EMT-P pay rate commensurate with their years of service.

APPENDIX B

DELTA TOWNSHIP FIRE DEPARTMENT PROMOTIONAL EXAMINATION PROCEDURE

1. General:

The Township shall not be obligated to consider a request for promotion from a Bargaining Unit Member who has not submitted his/her request via promotion application.

Upon completion of the promotional procedure defined herein, notification of the promoted Bargaining Unit Member(s) shall be made by the Chief. A promoted Bargaining Unit Member(s) will assume his/her new responsibilities on the effective date cited on his/her notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

Promotional examinations for all Union positions in the department shall be held upon sixty (60) days' notice. Bargaining Unit Members of the department who meet the following eligibility requirements shall be eligible to take promotional examinations. Applicants must meet eligibility requirements prior to taking the written exam. The eligibility requirements listed indicate the minimum needed to apply for promotion and does not represent all items that may be considered in the promotional process. Consideration may be given to professionalism, leadership, attitude, ability to communicate effectively, professional qualifications, and past work history.

Any promotional list(s) of eligible candidates shall remain in effect for eighteen (18) months from the date of the written examination.

The Promotional Examination Application must be returned to the Fire Chief's Office by 1700 hours on the date set by notification of the Fire Chief.

Starting times for all examinations shall be posted. Applicants arriving late to any examination will not be allowed to take the examination.

The Township shall provide study materials for all ranks sixty (60) days prior to the written examination.

No electronics, books, paper or referenced material will be allowed in the examination room except for those materials provided by the proctor.

All tests and material shall be secured by the Fire Chief or his/her designee until all tests are proctored.

The Fire Chief and/or his/her designee shall afford the opportunity for applicants to review their results and be given feedback on their scores.

An Executive Board member, from the Union, shall be present for each part of the examination process for oversight of the testing procedure and to ensure fairness.

In the event that no Bargaining Unit Member meets the promotional requirements, the Township and Union may agree on an altered set of requirements for that single promotional process. The change in requirements should be in a logical and descending manner, unless otherwise stated here within.

2. Engineer:

- a. Eligibility
 - i. Current full-time member of Delta Township Fire Department and 5 years of service as a Full Time Paramedic/Firefighter at Delta Township Fire Department and a current certified driver of all department apparatus.
- b. Written Examination:
 - i. 100-point question test shall be prepared by the Fire Chief and/or his/her designee
- c. Performance Examination:
 - i. 100-point assessment test to cover the applicant's ability to drive the apparatus effectively, show skill in positioning apparatus for effective scene operations, knowledge of basic fire ground hydraulics, and show the ability to provide the appropriate fire flow as ordered. The performance center shall consist of personnel (chosen by the Fire Chief and/or his/her designee) to run each situation in the performance examination.
- d. Scoring:
 - i. The weight of each exam shall be: Written=50% and Performance=50%
 - ii. Candidates will receive one half (1/2) point for each year of service up to a maximum of (10) points added on to their written scores upon successful completion of the written exam. Service points cannot be used to meet minimum passing score.
 - iii. A passing grade of 70% is required to move on to the performance exam.

3. Captain:

- a. Eligibility:
 - i. Current full-time member of Delta Township Fire Department and 3 years of service as an Engineer at Delta Township Fire Department.
 - ii. Fire Officer I, II, III
 - iii. Blue Card Incident Command Certification
 - iv. Fire Instructor 1
- b. Written Examination:
 - i. 100-point question test shall be prepared by the Fire Chief and/or his/her designee
- c. Assessment Center:
 - i. 100-point assessment shall cover the applicant's managerial abilities including an oral interview, oral presentation, managerial decision making and a situational simulation. The assessment center shall consist of two (2) officers (either retired or outside of the Tri-County Area), one (1) Union representative, and one (1) representative from Township administration.
- d. Scoring:
 - i. The weight of each exam shall be: Written=50% and Assessment=50%
 - ii. Candidates shall receive one half (1/2) point for each year of service up to a maximum of ten (10) points added on to their written scores upon successful completion of the written exam.
 - iii. A passing grade of 70% is required to move on to the performance exam

4. Battalion Chief:

- a. Eligibility:
 - i. Current full-time member of Delta Township Fire Department and current full-time Captain at Delta Township Fire Department.
 - ii. Fire Officer, I, II, III
 - iii. Blue Card Incident Command Certification
 - iv. Fire Instructor 2 (may be waived by the Fire Chief based on class availability from the

State of Michigan.)

- b. Written Examination:
 - i. 100-point question test shall be prepared by the Fire Chief and/or his/her designee
- c. Assessment Center:
 - i. 100-point assessment shall cover the applicant's managerial abilities including an oral interview, oral presentation, managerial decision making and a situational simulation. The assessment center shall consist of two (2) officers (either retired or outside of the Tri-County Area), one (1) Union representative, and one (1) representative from Township administration.
- d. Scoring:
 - i. The weight of each exam shall be: Written=50% and Assessment=50%
 - ii. Candidates will receive one half (1/2) point for each year of service up to a maximum of (10) points added on to their written scores upon successful completion of the written exam. Service points cannot be used to meet minimum passing score.

5. Fire Inspector:

- a. Eligibility:
 - i. Current full-time member of Delta Township Fire Department and 5 years of full-time service with the Delta Township Fire Department. If no eligible applicants apply, the Township may consider outside applicants.
 - ii. NFPA Fire Inspector I
 - iii. Certified Fire Investigator
 - iv. Tri-County EMT-P Certification
 - v. State of Michigan EMT-P or equivalent
- b. Testing Process:
 - i. Position related questionnaire
 - ii. Assessment Center:
 - a) Exercise 1 = Candidate self-introduction
 - b) Exercise 2 = Candidate project presentation
 - c) Exercise 3 = Candidate interview
- c. Assessment Center:
 - i. The Assessment Center panel shall consist of: Township HR, Delta Township Fire Chief or Assistant Chief (Observer only), Union representative, 2 Fires/EMS Training Officers from outside Ingham and Eaton Counties, as mutually agreed upon
- d. Scoring:
 - i. Self-Introduction=10%
 - ii. Project Presentation=25%
 - iii. Interview=50%
 - iv. Experience/Service Time=10%
 - v. Specialized Training Related to Fire Inspection or Fire Investigation=5%

6. Training/EMS Captain:

- a. Eligibility:
 - i. Current full-time member of Delta Township Fire Department and 5 years of full time service with the Delta Township Fire Department. If no eligible applicants apply, the Township may consider outside applicants.
 - ii. State of Michigan IC (Paramedic)
 - iii. State of Michigan Fire Instructor I
 - iv. Tri-County EMT-P Certified
 - v. State of Michigan EMT-P or equivalent
 - vi. Blue Card IC Certification (within 1 year of appointment)

- b. Testing Process:
 - i. Position related questionnaire
 - ii. Assessment Center:
 - a) Exercise 1 = Candidate self-introduction
 - b) Exercise 2 = Candidate project presentation
 - c) Exercise 3 = Candidate interview
- c. Assessment Center:
 - i. The Assessment Center panel shall consist of: Township HR., Delta Township Fire Chief or Assistant Chief (Observer only), Union representative, 2 Fire/EMS Training Officers from outside Ingham and Eaton Counties, as mutually agreed upon
- d. Scoring:
 - i. Self-Introduction=10%
 - ii. Project Presentation=25%
 - iii. Interview=50%
 - iv. Experience/Service Time=10%
 - v. Specialized Training Related to Fire Instruction or Training=5%

APPENDIX C

DELTA TOWNSHIP FIRE DEPARTMENT
PROMOTION EXAMINATION APPLICATION
To be included with a cover letter and resume

PART A - TO BE COMPLETED BY APPLICANT

NAME: _____
 FIRST M.I. LAST

MAILING ADDRESS: _____

CITY _____ STATE _____ ZIP _____

EXACT DATE OF FULL TIME APPOINTMENT TO DELTA TOWNSHIP FIRE DEPARTMENT:

CURRENT RANK: _____

EXACT DATE OF APPOINTMENT TO THIS RANK: _____

CAREER AREA: () ENGINEER () CAPTAIN () BATTALION CHIEF

DATE: _____ SIGNATURE: _____

PART B - TO BE COMPLETED BY FIRE CHIEF

Date of Appointment to Fire Department _____

Date of Appointment to Present Rank _____

As of _____ individual will have completed _____ years,
_____ months and _____ days of career service in the Delta Township

Fire Department.

Individual has completed the necessary training, education, and experience requirements of the Career Development Program for the Delta Township Fire Department.

Signature: _____ Date: _____
 Fire Chief

THIS FORM MUST BE RETURNED BY 1700 HOURS ON _____

This form may be revised with the approval of Union and Township.

APPENDIX D

DELTA TOWNSHIP FIRE DEPARTMENT PHYSICAL ABILITY TEST

The full physical ability test is a timed event consisting of eight (8) evolutions or exercises which represent typical fire ground evolutions. The time starts at the beginning of the first evolution and stops at the completion of the last evolution.

To successfully complete the test, an applicant must complete all eight (8) evolutions in a total time of thirteen (13) Minutes.

The Township shall schedule a date in the springtime (April-May) and in the fall time (September-October) for members to take the test. The test dates shall be on separate shift days and put on the calendar by February 15th of each year.

The PAT will be in the following format:

- Candidate will be in workout attire, with athletic shoes, and a 50lbs weight vest.
 - There will be no mandatory breaks, Candidate may take a break as needed. Candidate may request that their Timer/Evaluator give them a countdown of a specific amount of time (example – 30secs).
1. Station 1: 2.5” inch with nozzle hose pull
 - a. Candidate will stretch 150 feet of uncharged 2.5” hose, with nozzle, until a designated point, roughly 150 feet away.
 2. Station 2: Ladder Raise
 - a. Candidate will pick up a 16-foot roof ladder, that is laid along its beam against a wall. Carry it 50 feet to a designated spot and raise the ladder, setting the ladder to an appropriate climbing angle. Timer/Evaluator will acknowledge/indicate that candidate has successfully completed the raise. Then the candidate will lower the ladder and return it to its starting position.
 3. Station 3: Dummy Drag
 - a. Candidate will approach a 110-pound Rescue Dummy laying on the floor. Candidate will proceed to drag the dummy, while the candidate remains on their feet, 25 feet around a cone then returning to the starting position.
 4. Station 4: Hose bundle/Stairs
 - a. Candidate will pick up a hose bundle and carry the bundle up and down the stairs, until they have climbed up 4 times. At the top of the fourth trip up the stairs the candidate will drop the bundle.
 5. Station 5: Hose Pull/Hose Tower
 - a. After dropping the hose bundle, candidate will go over to the hose tower. Using the rope attached to the railing pull up the attached dry 2.5-inch hose and nozzle. Candidate will continue to pull the up the hose until 50 feet of hose has cleared the railing.
 6. Station 6: Keiser Machine
 - a. After descending stairs candidate will proceed to the Keiser machine. The hitting sled will be positioned to cover one of the opposing 1-10 arrows. The candidate will stand on the raised platforms, straddling the hitting sled, in a position to drive the hitting sled towards the exposed 1-10 arrow. Using the red Keiser dead blow sledgehammer, the candidate will strike the hitting sled repeatedly. Driving the hitting sled until the initially covered 1-10 arrow is fully exposed.

7. Station 7: Pike Pole
 - a. Candidate will proceed where simulated pike pole is rigged to a pulley with 30 pounds of weight. Candidate will pull pike pole down 30 times. Upper arm must start fully extended and candidate will pull down until upper hand has come below their chin. Returning to the starting position will constitute 1 rep.
8. Station 8: Equipment Carry
 - a. The candidate will proceed to 4 lined up pieces of equipment; a smoke ejector, a fire extinguisher, a 50-foot roll of 2.5-inch hose, a 50-foot roll of 1.75 inch hose. Candidate will pick up the smoke ejector, carrying it down 20 feet to a set of “up and down” stairs (Stairs will be 4 steps up with a platform and 4 steps down). Candidate will carry the equipment another 20 feet around a cone. Then return to the starting line, along original path across the stairs. Upon returning to starting line candidate will put down the smoke ejector. Candidate will pick up the next piece of equipment in line, repeating the previous steps. Candidate will continue this process until all equipment has been carried down and back. Physical Ability Test will conclude when last piece of equipment is returned to its starting position.

APPENDIX E

Delta Township Fire Department Overtime Callback Procedures

1. Common Sense must be used in all callbacks.
2. The duty officer at Station 1 is responsible for all callbacks. He/she must notify oncoming duty officer of all persons working.
3. The Battalion Chiefs or designee shall update relevant electronic reporting system for Vacation/Time off calendar as appropriate.
4. Keep in mind *swap-time, probationary Bargaining Unit Members, Kelly Days* and *position eligibility lists*, when considering overtime callback.
 - a. Position Eligibility list:
 - i. Battalion Chief:
 1. Remaining Battalion Chiefs
 2. Captains
 3. Engineers
 4. Paramedic/Firefighters
 5. Firefighter/EMT-Bs
 - ii. Captain:
 1. Remaining Captains
 2. Battalion Chiefs
 3. Engineers
 4. Paramedic/Firefighters
 5. Firefighter/EMT-Bs
 - iii. Engineers:
 1. Remaining Engineers
 2. Aerial Certified Drivers (if needed)
 3. Paramedic/Firefighters
 4. Captains
 5. Battalion Chiefs
 6. Firefighter/EMT-Bs
 - iv. Paramedic/Firefighter:
 1. Remaining Paramedic/Firefighter's
 2. Engineers
 3. Captains
 4. Battalion Chiefs
 5. Firefighter/EMT-Bs
 6. Part-Time
5. Callback shall be started in a timely matter the day before the vacancy, unless the position needs to be filled prior.
6. Members are responsible for correcting phone numbers for use in callback procedures.
7. Any part-time Bargaining Unit Member eligible to work an overtime shift must meet same qualifications as entry level Firefighter/EMT, off probation, is a department certified ambulance driver, and cannot work with a probationary paramedic/firefighter.
8. All available overtime will be sent using relevant electronic reporting system or other similar means.

9. A list of personnel shall be kept for at least 60 minutes, and eligible members shall be chosen based on lowest hours, highest rank, shift requirements and position eligibility lists.
10. Once an overtime spot has been assigned to a member, it will not be revoked unless the member originally scheduled to be absent becomes able to work. Exception being Non-Suppression personnel, who will be relieved of shift overtime anytime a Suppression member accepts the overtime the Non-Suppression is working.
11. Each Bargaining Unit Member shall be charged ONLY if he/she works the overtime. All other Bargaining Unit Members shall NOT be charged.
12. Overtime hours shall be logged into relevant electronic reporting system.
13. The 72-hour rule is in effect as follows:
 - a. The Fire Chief limits each Bargaining Unit Member to working not more than 72 hours (three days) in a row of shift work. (*Bargaining Unit Members working 72 hours in a row must have 12 hours off prior to 72 hours of work, and 24 hours after the 72 hour shift.*) The Fire Chief may suspend the 72-hour rule, with Union approval.
 - b. Swap time is considered time worked.
 - c. The Fire Chief will allow a Bargaining Unit Member to accept overtime beyond the 72-hour rule for the following:
 - i. OIC meetings.
 - ii. Training meetings.
 - iii. Other mandatory functions approved by the Township.
 - d. It is the responsibility of the Bargaining Unit Member to notify the OIC if the 72-hour rule prohibits them from working.
14. The Fire Chief shall be contacted in the event two (2) part-time personnel are working shift.
15. A new full-time Bargaining Unit Member shall be eligible for callback once approved by the Fire Chief.
16. Any *new full-time Bargaining Unit Member* or *newly promoted Bargaining Unit Members* shall be placed in the overtime book with one (1) hour more than the highest number of hours in their classification. If a Bargaining Unit Member, promoted to an Acting position, moves back to his/her original position, the number of hours accrued while working in the Acting position shall be transferred to his/her original position.
17. If any circumstances arise that are not covered by this policy, the Fire Chief shall be contacted.
18. Any changes to the above procedures shall be mutually agreed upon by the Union and the Township.