

COLLECTIVE BARGAINING AGREEMENT

Between

VAN BUREN CHARTER TOWNSHIP

MAFF

And

VAN BUREN TOWNSHIP FIRE FIGHTERS UNION
(Michigan Association of Fire Fighters)

Contract Effective:

January 1, 2022- December 31, 2025

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COLLECTIVE BARGAINING AGREEMENT

This AGREEMENT, made and entered into as of the 1st day of November, 2022, by and between the CHARTER TOWNSHIP OF VAN BUREN, Michigan, a municipal corporation located at 46425 Tyler Road, Van Buren Twp., Michigan 48111, hereinafter called the "Employer" and the VAN BUREN FIRE FIGHTERS ASSOCIATION/MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF), located at 667 E. Big Beaver, Suite 109, Troy, Michigan 48083, hereinafter referred to as the "ASSOCIATION."

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining and other terms and conditions of employment with respect to rates of pay, wages, hours of employment, handling of disputes, and all other terms and conditions during the term of this Agreement of all Van Buren Fire Fighters below the rank of Deputy Fire Chief/Fire Marshall.

ARTICLE 1 - PURPOSE AND INTENT

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, benefits and working conditions of employees of the Employer covered by this Agreement, and that all such understandings be written to be mutually binding. The agreements concerning wages, benefits and working conditions expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Employer without limit or exception including but not limited to Employer Pension Programs, Wage Statements, Fringe Benefits Statements or Employee Personnel Booklets. All employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Association.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1 - Rights and Responsibilities. It is recognized that the government and management of the Township, control and management of its properties, and the maintenance of municipal functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility, except as limited by law. Nothing in this Agreement shall be construed as to limit or impair the right of the Employer to exercise its own discretion in all of the following matters.

Such rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are: All rights involving public policy, the rights to decide the number of employees, to create or eliminate positions, work normally performed within the unit, the right to hire, lay-off, assign, transfer and promote employees; Nothing in this agreement is meant to preclude the Employer from hiring a part-time firefighter; to determine the qualifications of employees; to determine and re-determine job content; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice thereof to the Association and employees, to require compliance therewith by employees; the right to discharge or discipline for just cause and to maintain discipline and effectiveness of employees; to make and change rules, regulations, and orders which are not inconsistent with the terms and provisions of this agreement; the scheduling of work, methods of departmental operations, the selection, procurement, designing, engineering, purchasing, and control of equipment, supplies and materials, the right to

determine the size of the management organization, its functions, authority, amount of supervision, table of organization; to develop and amend Mutual Aid Agreements with other agencies and organizations, to determine training requirements and training methods, and the right to contract for services by others. The Employer shall have all other rights and prerogatives, except those rights, powers, functions and prerogatives that are limited by law or by specific provisions of this Agreement.

ARTICLE 3 - ASSOCIATION SECURITY

Section 1 - The Employer and the Union agree they will not discriminate against any employee because the Employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer or the Union discriminate against any Employee who chooses not to be a member of, or to pay dues/fees to the Union.

Section 2 - Upon being hired, a new member of the bargaining unit will be offered the choice to join or not join the Union. If an Employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees to become effective the first payday of the month following the Employee's completion and submission of the due's authorization form.

Section 3 - All dues authorization forms shall comply with respective State and Federal Laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions until such deficiency is corrected.

Section 4 - If the Employee chooses to withdraw his/her dues authorization, the Employee shall notify the Employer and the Michigan Association of Fire Fighters in writing on the form provided by the Union. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn.

Section 5 - Should an Employee opt-out of Union membership, his/her return to Union membership shall be at the sole discretion of the Michigan Association of Fire Fighters.

Section 6 - The Parties agree that should the right to work legislation be overturned or modified by the State of Michigan, the Parties will meet and bargain over amending this section of the Collective Bargaining Agreement.

ARTICLE 4-ASSOCIATION DUES AND FEES

Section 1 - Authorization Card Availability. Association authorization forms shall be made available to new employees by the Employer as part of the hiring-in process together with a form of notification to new employees of immediate requirements having to do with Association membership pursuant to this Collective Bargaining Agreement. The Association authorization forms, when signed, are to be promptly delivered to the Michigan Association of Fire Fighters.

Section 2 - Names of Employees. Sixty (60) days after the effective date of this Agreement, the Employer shall furnish a list to the Association of all employees covered by this Agreement and shall thereafter notify the Association of any additions or deletions to said list semi-annually.

Section 3 - Check-Off. The Employer will deduct from the pay of any employee, Association or Non-Association, all current and past dues and/or initiation fees and/or service charges of the Association; provided, however, that the Association presents to the Employer authorizations, signed by such employees, allowing such deductions and payment to the Association. The Association will notify the Employer in writing of any past dues or initiation fees before the deduction is made. All deductions shall be made from the pay of employees for the first pay period ending in each calendar month. A check for all sums deducted under this Section shall be forwarded to the Michigan Association of Fire Fighters not later than the twenty-fifth (25th) of said month.

Section 4 - Check-Off Schedule. The Employer, on its own form, will furnish the Michigan Association of Fire Fighters, a schedule of names and amounts of deductions each month. Simultaneously, it will notify the Michigan Association of Fire Fighters of each employee's date of hire and other applicable and pertinent information concerning an employee that is laid-off, discharged, transferred to an excluded classification, quit, cleared for other reasons such as leave of absence, recalled, returned from a leave or rehired.

Section 5 - Check-Off Authorization. During the term of this Agreement, the Check-Off Authorization and Membership Form supplied by the Association shall be used for the purpose of dues and initiation fees.

Section 6 -Authorization for Amounts. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Michigan Association of Fire Fighters regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.

Section 7 - Indemnification. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article. The Association shall select legal counsel of their choice to represent either party and also agrees to pay any and all costs of either party should any legal action arise associated with this Article.

ARTICLE 5 -ASSOCIATION STEWARDS

Section 1 - The Association steward and/or MAFF representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the Grievance Procedure provided for in this Agreement. Such resolved grievances shall be final and binding on the employees and the Association.

Section 2 - The Association shall designate one (1) steward and one (1) alternate, for each Fire Station, from the employees' seniority list. The authority of the steward and alternate shall be limited to, and shall not exceed, the following duties and activities:

- a) Investigation and presentation of grievances.
- b) Transmission of messages and information which shall originate with and are authorized by the local Association or its officers.
- c) Communicating with MAFF Representatives and/or legal counsel regarding Association business and/or grievances.
- d) Attending meetings which relate to grievances, mediation, arbitration, fact-finding, unfair labor practice hearings or court proceedings.

Section 3

- a) Not more than three (3) members of the Association appropriately designated to perform Association work shall be placed on the run sheet for a period of not less than one (1) hour for any run they miss while fulfilling their responsibilities at contract bargaining sessions or grievance processing.
- b) On-duty personnel may not attend contract negotiations or grievance hearings without prior notice to the Fire Chief or his or her designee.

Section 4 - The Association shall notify the Employer of the names and titles of their representatives within one (1) week after their appointment. No representative will be permitted to act as such until the Employer is advised (in writing) that the person has become a representative.

Section 5 - The Association, in contract negotiations, may be represented by not more than two (2) local Association representatives. In addition, the Association may be represented in contract negotiations by counsel and MAFF Association Representatives.

ARTICLE 6 - PROGRESSIVE DISCIPLINE

The Employer has the right to discipline and discharge Employees for just cause. Subject to this Article, every Employee will have the right to contest discipline in accordance with the procedure provided herein or in accordance with the grievance article.

Section 1 - Investigations regarding any potential or alleged misconduct, actions, or omissions that may result in discipline for just cause will be completed as expeditiously as practicable. If disciplinary action is warranted, such discipline will be issued as soon as practicable after the completion of the investigation and the Loudermill hearing. No discipline will be implemented or incorporated into an Employee's file until the completion of the applicable procedures set forth above.

Section 2 - In all cases when a supervisor has reason to believe that an Employee has committed acts warranting discipline and contemplates issuance of disciplinary action, the supervisor shall inform the Employee and allow the Employee the opportunity to have union representation to the extent required by applicable law. Exceptions to this procedure would be in situations where the Employee is absent without leave or by mutual agreement of the parties.

Section 3 - Within five (5) days of the receipt of a complaint, infraction of policy and/or allegation of misconduct the employer shall have a preliminary/investigative meeting with the employee. In circumstances where the outcome could lead to disciplinary action, members shall be told in advance "if proven they violated departmental and/or medical Protocol or were negligent in their actions, they could be subject to disciplinary actions". No bargaining unit member shall be required to make any oral or written statement concerning any possible infractions of policy and/or misconduct until the bargaining unit member has been notified in writing the nature of the allegation. Bargaining unit members are expected and required to be truthful and forthcoming with all facts in an investigation. Bargaining unit members found to have not been completely truthful and forthcoming shall be disciplined up to and including termination. Bargaining unit members may request a Steward or Union Official to be present while writing the statement and confer with the Steward or Union Official with regard to the written statement. Bargaining unit members shall not be required to add or delete information to/from a written statement at any time.

Section 4 - The principles of corrective and progressive disciplinary action shall be used for non-probationary employees, but severe discipline, including discharge, may be appropriate for infractions or conduct of a serious nature. The following disciplinary steps exist, but do not preclude the Employer from skipping steps due to the facts, incident, severity, or seriousness of the alleged allegations:

Step 1. Verbal/Written Warning

Step 2. Written Discipline

Step 3. Written Discipline with or without Suspension (or demotion if applicable)

Step 4. Termination

Section 5 - The Department may conduct informal counseling sessions concerning minor misconducts, actions, or omissions. Such counseling sessions will not be considered disciplinary action, but the substance of the counseling session may be reduced to writing and added to an Employee's file for up to one (1) year.

Section 6 - Any Employee who is discharged will have the right to appeal his or her discharge to arbitration. Where a decision is made to discharge an Employee, that Employee may be suspended without pay pending the outcome of the disciplinary process.

ARTICLE 7- GRIEVANCES

Section 1 - Grievances Defined. The term "grievance" shall mean any dispute between the Township and the Union or between the Township and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of a specific article or section of this contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

All grievances shall be handled in accordance with the following steps:

STEP 1 Prior to filing a formal grievance, the employee, or his/her steward, shall attempt to settle the grievance with the Deputy Chief . If the parties are unable to informally resolve the matter, a formal written grievance including a detailed statement of the nature of the violation of the contract alleged, citation of the specified articles and sections of the contract involved, together with the facts giving rise to the grievance and the relief requested, will be signed by the aggrieved and filed within ten (10) calendar days of the occurrence or knowledge of the occurrence out of which the grievance arises, or within ten (10) calendar days after the aggrieved should have reasonably been aware that an incident occurred that gave rise to the alleged violation.

STEP 2 The written grievance shall be submitted to the Fire Chief or his designee. The Fire Chief or his designee shall return a written answer to the aggrieved and the Association Steward within ten (10) calendar days. The Fire Chief shall return a written answer to the employee and steward and the Township Negotiation Liaison to the Fire Department, within seven (7) calendar days of the conference. If the grievance is not resolved at Step 2, or the Employer fails to answer the grievance in the prescribed time, the grievance will automatically advance to Step 3.

STEP 3 In the event the decision rendered in Step 2 is not satisfactory to the aggrieved employee, either the aggrieved or the Association (on behalf of the aggrieved) may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Services or the Michigan Employment Relations Commission. The request for a list of arbitrators and the list submitted by the Federal Mediation and Conciliation Services shall be confined to arbitrators residing in the State of Michigan. Said list shall contain the names of at least seven (7) arbitrators. The hearing shall be conducted in accordance with the voluntary rules and regulations of the American Arbitration Association. In discharge or discipline matters, the arbitrator shall have the authority to determine guilt or innocence and assess degree of penalty. The arbitrator shall have no power or authority to alter, amend, add to or subtract, from the terms of this Agreement. The Arbitrator's decision shall be final and binding on both parties and the cost of any Arbitration proceeding under this provision shall be borne equally

between the parties, except each party shall pay the expense of its own witnesses.

Section 2- All claims for back wages shall be limited to the amount of wages that the aggrieved employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the aggrieved may have received from any source other than employment held prior to the suspension or discharge during the period in question.

Section 3 - If, at any step of the grievance procedure, the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration. If the Employer fails to answer the grievance within the prescribed time limits, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration.

Section 4 - During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, subject to both parties and the arbitrator acting in full compliance with the requirements of the Open Meetings Act, being Act 267, PA of 1967, Section 15.261, et seq, MCLA, to the degree any of the provisions thereof are applicable.

Section 5 - An agreement reached between the Employer and the Association is binding on all parties affected and cannot be changed by any individual.

Section 6 - There shall be no reprisals of any kind by the Association or the Employer taken against the grieving employee, any party in interest, the steward, or any other participant in the procedure set forth here by reason of such participation, but the foregoing shall not be interpreted to mean that the Employer waives any discipline of the grieving employee for the transactions or occurrences of which the grievance arose.

Section 7 - All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file kept by the Personnel Director.

Section 8 - Any disciplinary action taken against probationary employees shall not be subject to the Grievance Procedure.

Section 9 - Whenever a member of the Association is under investigation or subject to examination or questioning by a commanding officer for any reason which could lead to disciplinary action or charges, such investigation or questioning shall be conducted under the following conditions:

- a) The Employer will advise both the Association and the accused employee of all allegations prior to any questioning when a complaint has been lodged against him or her. The accused employee may elect to have an Association representative present at the time of questioning.
- b) The questioning shall be conducted on an as needed basis.
- c) The member under investigation shall be informed of the nature of the investigation prior to any questioning.
- d) The member under investigation shall not be subjected to nor use abusive language. No promise or reward shall be made as an inducement to answer any questions, nor shall his/her name, home address or photograph be given to the press or news media without his/her consent.

- e) If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights (including Garrity) prior to the commencement of any questioning.
- f) In appropriate circumstances, a member may be suspended without pay, pending official action and/or investigation.
- g) No member of the Association shall be required to subject himself/herself to a polygraph examination.
- h) No member of the Association shall be subjected to disciplinary action for failure to reveal his/her testimony while appearing before a State or Federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.
- i) With the exception of information obtained based upon the promise of confidentiality; the Employer shall provide the Association with all documentation relied upon to take disciplinary action

Section 10 - When imposing discipline, the Employer can only take into consideration previous discipline that has occurred within the last three (3) years unless the employee receives any additional discipline and then the three (3) year period runs from the date of the last discipline.

Section 11 - If the tenth (10) day of any step falls on a Saturday, Sunday, or holiday, the time frame will be extended to the next regular business day.

ARTICLE 8 - SENIORITY

Seniority shall be determined as the length of service from the last date of hire. Employees shall acquire seniority upon successful completion of their probationary period which shall date from the original date of hiring. All full-time Fire Fighters that have been hired from duly crew status, shall be given $\frac{1}{4}$ year credit for each year they have worked for the Township Fire Department. There shall be two official seniority lists maintained. One list will be seniority of all full-time firefighters. The second list will be a combination of all Van Buren Township Fire Department personnel, on the combined list the original date of hire with the Township Fire Department will be used.

- a) When mitigating circumstances occur, such as the availability of classes, the Fire Chief may extend probationary periods for up to six (6) months at his/her discretion. During the probationary period the employee shall work at the will of the employer and may be terminated with or without cause.
- b) Probationary Firefighters will be represented by the Association for collective bargaining purposes only, not for any discipline or discharge proceeding or in any other matter, and shall work at the will of the Employer.
- c) There shall be no seniority amongst probationary firefighters.

- d) The Employer shall have no responsibility for the re-employment of a laid-off or discharged probationary employee.
- e) A newly hired, probationary employee, may not be counted as manpower until he/she has successfully completed the VBFD training program.

Section 1 - Maintenance of Lists. The Employer shall maintain up-to-date seniority and rate records for all employees. The Employer will notify the Association, in writing, of any changes in, or additions to, such seniority and rate lists annually and the Association will have five (5) working days to challenge said change or addition.

Section 2 - Seniority of Fire Fighters. Notwithstanding his/her position on the seniority list, the President of the Union, in the event of layoff, shall be continued at all times provided he/she can perform any of the work available. This section shall apply only if the President is a permanent full-time Employee and shall have completed his/her probationary period.

Section 3 - Breaking Ties in Seniority. In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined by lottery.

ARTICLE 9 - NON-BARGAINING UNIT EMPLOYEE

Section 1 – Non- Bargaining Unit Members shall not perform work regularly assigned to an employee covered by this Agreement which will deprive said employee(s) of his/her regular job.

ARTICLE 10- SAFETY

Section 1 - The prevention and reduction of accidents, injuries, exposures and occupational illness shall be a primary consideration at all times. The Employer will not adopt any policy or standard in conflict with federal or state law or NFPA guideline, which is not superior or represents a higher degree of safety. It is recognized that it may be impractical to comply with all NFPA guidelines and nothing herein shall be construed to require compliance therewith.

Section 2 - It shall be the right of each employee to be protected by an effective occupational safety and health program and to participate or be represented in the research, development, implementation, and enforcement of the program. This shall be achieved by:

- a) The establishment of an Occupational Safety and Health Committee who shall serve in an advisory capacity to the Fire Chief on safety issues and concerns, identifying hazards and developing suggestions to correct the problem. The committee should provide liaison between labor and the department management.
 1. The committee shall meet at a minimum of semi-annually or on an as needed basis. The committee shall be comprised of two (2) fire fighters from each station (1 full- time and 1 duty crew) and one (1) person appointed by the Employer and shall be maintained for the purpose of conducting regular safety meetings. Committee meetings shall be held as often as necessary to deal with the issues confronting the group. A written summary of each meeting shall be prepared by the designated safety officer, with approval of the Fire Chief and posted in a conspicuous place at each fire

station so that all members may be aware of issues under discussion and actions that have been taken or an explanation of why they may not be implemented.

- b) Establishing and maintaining a reporting system for the purpose of identifying unsafe or unusable, not immediately repairable, supplies and equipment. The system shall include the labeling with a tag "OUT OF SERVICE", date and a short description of the problem. The identified supplies and equipment shall be kept separate and remote from any safe and usable items.
- c) An effective accident reporting system which will allow corrective measures to be taken to correct an unsafe act and/or unsafe condition. The purpose is not to establish blame but to maintain a safe environment and to prevent a similar occurrence in the future.
- d) The Employer will provide required protective clothing and equipment and will ensure that it is maintained in accordance with manufacturers' instructions.
- e) The Employer may require (or a fire fighter may request) Critical Incident Stress Debriefing after duty related incidents causing a high degree of stress due to deaths or injuries of citizens or fire fighters. The Employer shall be responsible for choosing the provider of this service.

Section 3 - In the event a member shall claim the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the member shall be required to report the alleged equipment defect to the immediate attention of his/her supervisor, in writing, with a copy to the designated Fire Department Safety Officer. If the reported complaint is not satisfactorily resolved by the supervisor, the member may exercise his/her right by direct recourse to the grievance procedure as provided for in this Agreement.

Section 4 - All grievances and disagreements relating to this Article shall be instituted at Step 2 of the grievance procedure.

ARTICLE 11 - MUTUAL AID AGREEMENTS

The Association and the Employer recognize the importance and necessity of mutual aid agreements. It is also agreed that abuses should not occur in the implementation and response of said mutual aid agreements. It shall be the sole determination of the mutual aid governing body to determine whether or not any abuses of mutual aid have occurred.

Section 1- In the event the employer decides to expand the duties of the Van Buren Township Fire Department by contracting with any neighboring municipalities, the Union will receive at least a 30-day notice. Upon the Union's request the parties and the union will meet not less than 15 days in advance of such action.

ARTICLE 12 - GENERAL

Section 1 - A copy of this Agreement shall be made electronically available by the Employer to all firefighters and the Association.

The Employer shall allow the Association to schedule Association meetings for its members on the Employer's property. Such meetings shall not be disruptive of the duties of the employees or the efficient operations of the department.

The Employer shall provide a bulletin board in each fire station for use of employees to post Association notices and information pertaining to the fire department. These bulletin boards, or any other Association communication posted thereon, shall not be disturbed by any official of the Township. The president of the Association or his/her designee shall be responsible for the content of the matter posted on said bulletin board.

The Association agrees to only post notices concerning elections, meetings, reports and other official Association business, and notices of social and recreational activities. The Association agrees that it will post no matter which is against the interest of the Employer's operation. The Association agrees that in no event shall such notices be politically partisan, derogatory or critical of the Employer, or the Employer's officers, agents, supervisors, employees or departments, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

It is further agreed that all notices including those posted by the Association as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

Section 2- An employee shall be permitted to review his/her personnel file and to take such other action as provided for in accordance with the Bullard-Plawecki Employee Right-To-Know Act, MCLA 423.501, et seq.

Section 3 - Paychecks will be distributed on the basis of the current established practice for full- time Township employees.

Section 4 - A copy of all memos will be given to the president of the local Association.

Section 5- Nothing in this agreement shall be construed as to prevent, impair, or limit a fire department supervisor including Sergeants, Lieutenants and Captains to supervise, provide leadership, or discipline in any manner consistent to effectuate the rules, regulations, policies, and procedures of the Van Buren Fire Department.

Section 6- No member of the Association will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

Section 7- The Employer shall defend and hold harmless a member against whom a claim or civil suit is brought by third parties (who are not members of the fire department) for any act, action or omission, arising in the course of his/her employment.

Section 8- Employees directed or required to use their own vehicle for purposes related to their employment (excluding trips to report to and from the fire station or the Township municipal offices) shall be compensated for mileage at the rate currently in effect by the IRS for use of a personal

vehicle. All requests for reimbursement shall be documented and supported in accordance with the Employer's reimbursement policy. The Employer's obligation for damages received by an employee's privately-owned vehicle that is registered in accordance with Act 300, P.A. of 1949 as amended, shall be limited to the reimbursement of the deductible amount of the employee's insurance coverage, not to exceed the sum of \$500.00, provided that the employee is not negligent in the operation of the vehicle. The employee must show proof that the vehicle was repaired and a police accident report must be submitted to the Fire Chief or his designee.

Section 9- The Association agrees that at no time will it solicit or collect monies of any kind on Employer time without permission of the Fire Chief or his or her designee.

Section 10- Fire Fighters may ask for a review of any department policy or procedure by submitting said request in writing through the proper chain of command.

Section 11- The Township, MAFF and the Fire Chief agree that having two (2) full-time firefighters on duty is required under the Full-Time Section. However, we agree that because of circumstances out of our control the Fire Department could go up to a period not to exceed four (4) hours without a 2nd full-time firefighter.

Section 12- In the event the employer schedules a mandatory meeting or training all effort will be made to provide the employee with a 14-calendar day notice.

ARTICLE 13- LEAVES OF ABSENCE

Section 1 - General Information. Employees under agreement may be granted a leave of absence, as specified herein, upon prior request. It shall be approved by the Fire Chief, or his/her designee, and be subject to the following regulations:

- a) Such leaves shall not be granted for more than six (6) months unless otherwise specified.
- b) An employee granted a leave of absence shall be restored to his/her position on the expiration of the leave, or, if approved by the Employer before the expiration thereof, without loss of seniority.
- c) In the event such employee's position shall have been abolished in the meantime he/she shall be returned in the following manner:
 1. If there is a probationary employee serving in a position of the same job classification in the department in which the individual was formerly employed, the probationary employee shall be separated and the returning employee appointed to the position.
 2. If there is no probationary employee in that job classification or position in the department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class.
Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

- d) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least fourteen (14) days prior to the requested starting date, except in cases of emergency.
- e) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up to and including termination.
- f) Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.
- g) No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere. However, for purposes of obtaining full-time employment wherein an employee is unavailable due to training or other similar requirements, the Employer may grant a leave not to exceed (6) months.
- h) At its expense, the Employer may cause any employee who requests any type of medical or sick leave to be examined by a medical doctor of the Employer's choosing. The Employer also reserves the right to have an employee examined by a physician of the Employer's choice during a medical leave and/or after said leave of absence. Employees returning from a leave of absence may also be subjected to a drug screen prior to return to full status work.
- i) Before returning to work, the employee must be certified by his/her attending physician as ready and able to return to his/her full work assignment if the leave of absence was granted for medical reasons.
- j) In the event that there is a difference of opinion between the Employer's physician and the physician of the employee as to the employee's fitness for duty, the physicians from each party shall select an impartial third physician whose opinion shall be binding upon the parties. The cost for the third physician's services shall be shared equally by the Employer and the employee.
- k) If a full-time firefighter of any rank takes a leave of absence longer than two-weeks, then the next person on the established hiring list shall be offered the temporary position of filling the leave persons spot. If there is a difference in rank amongst the personnel:
 - 1. A full-time firefighter who has a rank below the individual taking leave may bump up to that rank for the duration of the leave of absence. Their rate of pay will also bump up.

Section 2 - Leave Definitions and Terms.

- a) **Association Leave.** Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the Employer may at the written request of the Association, receive a non-paid leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than one (1) employee shall be off on leave under this section at any time. Association leave shall be subject to the provisions of Article XII, Section 1, A, Band C.
- b) **Governmental Appointment Leave.** Any member of the Association may, at the sole discretion

of the Employer, be given a non-paid leave of absence to accept an appointed governmental job. Said leave shall be renewable at the sole discretion of the Employer.

- c) **Military/Reserve Leave.** Any employee active in the Military Service of the United States of America (at the time of appointment) shall be granted a non-paid leave of absence for training or other military related special occurrences.
- d) **Personal Leave.** Employees under this contract may be granted a personal leave of absence without pay. Such leaves may not be granted for more than six (6) months unless otherwise specified. Personal leaves shall be subject to the provisions of Article 13, Section 1, A, B and C.
- e) **Sick Leave.** Any employee who is ill and whose illness is supported by satisfactory medical evidence will be granted an unpaid sick leave of absence for an appropriate period of time, not to exceed six (6) months. Sick leaves must be requested before the leave commences, unless there is an emergency situation which prevents the employee from contacting the Employer, in which case the employee will submit medical evidence as soon as the employee is able. Where supported by medical proof, sick leaves may be extended for additional days as necessary but not to exceed two (2) years. In event the leave of absence is extended beyond six (6) months, the employee shall be responsible for contacting the Fire Chief or his/her designee not less than every thirty (30) days during the term of the leave for the purpose of a status report on the medical condition.
- f) **Outside Employment Related Leave.** Any employee requesting a leave of absence as a direct result of his/her full-time outside employment, shall be granted such leave upon documentation of need from said outside employer.
- g) **Worker's Compensation Leave.** A worker's compensation leave shall be defined as a leave required as the result of the employee incurring a compensable illness or injury related to or during the course of his/her employment as a township fire fighter. An employee, upon becoming aware of injury or illness, shall report any illness or injury to a supervisor.
- h) **Maternity Leaves.** Said leave will be granted in accordance with Federal and State Regulations. When an employee learns that she is pregnant, she shall furnish the Fire Chief or his designee with a certificate from her physician stating confirmation of the pregnancy and the approximate date of delivery. Beginning with the fifth month of pregnancy, and every month thereafter prior to delivery, the employee shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. The Employer will grant a leave of absence for maternity reasons upon written request and proper certification from the employee's physician. Leave may be extended if such request is made and supported by the employee's physician statement that the employee is unable to return to work due to illness.

ARTICLE 14 - CLOTHING

Section 1 - It is the responsibility of the Employer to supply one (1) long sleeve shirt, one (1) short sleeve shirt, one (1) belt, one (1) pair of pants and appropriate outerwear to a new hire employee. Upon successful completion of probation, the employee will receive two (2) additional long sleeve shirts, two (2) additional short sleeve shirts, two (2) additional pants, one job shirt, if available, a baseball cap, if available and a jacket.

Section 2 - During the life of this Agreement the Employer will pay to each member of the Association a uniform allowance of four hundred dollars (\$400.00) for Duty Crew members and eight hundred dollars (\$800.00) for full-time firefighters per year between July 1 and August 1.

Section 3 - Providing that a fire fighter is acting in accordance with established procedures, the Employer will pay up to one-hundred dollars (\$100.00) towards the replacement of any personal clothing, glasses, watches or rings lost or damaged during an emergency call. A written claim must be submitted to the Fire Chief or his/her designee within five days of the loss. The claim must include a written report setting forth the circumstances under which the loss occurred, along with information on the cost of the loss and replacement. Township will respond to the claim within five business days.

Section 4 - No member shall wear any portion of his/her official uniform or any official insignia indicating that the member is authorized to represent or speak on behalf of the Township while engaging in any political activity or speaking at a public forum or event without the prior approval of the Fire Chief or his or her designee.

ARTICLE 15 - EDUCATION

Section 1

- a) Employees required by the Employer to attend any school shall receive the established hourly rate during schooling. However, during schooling, the employee shall not be entitled to overtime pay.
- b) Probationary employees will receive hourly pay during Firefighter 1/11 Hazardous Material Operations, Driver, or Emergency Medical Technician - Basic training.

Section 2 - The Employer will provide tuition, related reasonable expenses, required textbooks and transportation for required schooling. In the event the employee is required to provide transportation, the employee shall be reimbursed at the established rate for necessary trips to and from the school site.

Section 3 - Training shall be assigned upon departmental need, employee availability and skill level. Any employee desiring to attend a school or seminar shall submit a request in writing to the Fire Chief or his designee. The cost of said school or seminar shall be paid by the Employer.

Section 4 - Upon completion of any course, a permanent record of same shall be placed in the employee's service jacket.

Section 5 - Instructors approved and assigned by the Fire Chief or his designee shall receive one (1)

hour preparatory time at the established training rate for each new lesson plan. Requests for additional time must receive prior approval.

Section 6 - FTO officers shall receive one (1) additional hour per shift that he/she serves as an FTO. Limited to two (2) employees.

Section 7 - An Employee may submit to the Fire Chief a written request to attend approved courses. Such request may include (if applicable) portions of days or whole days. If permission is granted by the Fire Chief and at least two of the full-time members of the Township Board for the employee to attend the course(s), the employee, upon successful completion of said course with a grade point average of 2.0 or higher, shall be reimbursed for the costs of tuition, books and fees in connection with the course.

Tuition reimbursement shall be limited to three (3) bargaining unit members per calendar year with a maximum of \$2,200 per employee per year for a maximum of sixty-six hundred (\$6,600) dollars per year. Requests for tuition reimbursement must be submitted by July 1st in the calendar year prior to attendance. Approval is given on a first come first served basis. If approved, the employee shall be approved for tuition reimbursement the entire calendar year. Employees shall be eligible to reapply every year. The employer shall engage in a good faith effort to approve tuition reimbursement requests when funding is available. Tuition reimbursement is available for associate, bachelor or master's degrees.

ARTICLE 16- PROMOTIONS

Section 1 - The Association and the Employer agree to utilize the promotional procedure as set forth in the department's policies and procedures, for paid on-call Sergeants and Full-time Lieutenants and Captains. However, the Employer reserves the right to unilaterally change the procedure provided that notice of change has been served upon the Association seven (7) days prior to its implementation.

- a) Any employee promoted to the rank of Lieutenant or Captain shall serve a probationary period of six (6) months. The employer shall have the discretion with or without cause to return the employee to his or her former position at any time during the probationary period and the employee has the option in the six (6) month period to go back to their former position.

Section 2 - When the employer adds full-time positions to the Fire Department, such positions will be filled in the following manner:

- a) Employer shall determine job description and title of position(s) to be filled.
- b) Employer shall post, at each Fire Station, notice of job opening, title, requirements, and job description for the position(s) for a period of 14 calendar days.
- c) Each applicant will be given a formal application, complete an application the applicant must meet the minimum requirements as outlined in the notice of the opening and will return a completed application for the position(s) and accompanying resume within the 14-day posting period.

- d) Each applicant must pass a written test with a minimum score of 70% and complete an oral evaluation. The written test will account for 50% of the final score, the oral evaluation will account for 50% of the final score. The Employer shall select the written test administered and the participants on the oral evaluation panel. Successful applicants after the written test and the oral evaluation shall be further evaluated through the process of the internal assessment center and one member of assessment team must be of the rank being created. The Employer may subject permanent part-time or permanent full-time position applicants to a psychological evaluation by a licensed psychologist. If one applicant for a position is evaluated, all applicants for that position will be evaluated in the order of highest weighted score total, first to last. If the highest weighted scorer passes the evaluation and receives the recommendation of the evaluator, he/she will receive the position and remaining applicants will not be tested. In the case of more than one position, all positions will be filled in the same manner herein above set forth.
- e) The successful candidate will be the one with the highest weighted score total.
- f) In cases of a tie, the applicant with the highest seniority will be ranked first.
- g) If no qualified Association member applies for the position(s), or does not pass above-mentioned testing, then the position(s) may be posted externally. The Employer may place a Fire Fighter in the position based upon the above procedure only if no other member applies or does not pass the above-mentioned testing.

ARTICLE 17 – SCHEDULING/ONE OVERTIME ROSTER

Section 1. Sign up for open fulltime shifts shall take place in the following manner

- a). All shift time will be distributed in a fair and equal manner
- b). All shift overtime shall be filled following the Overtime Roster including both part time and full time with the employee with the least number of hours getting first chance and going down the list from there.

Section 2. Open Shifts must be attempted to be filled in their entirety before getting split up.

Open Duty Crew shifts of 12 hours will be filled based on Article 17 of the contract.

Section 3. In the event of a staffing shortage due to an emergency on the incoming shift, and where all options, including offering the hours to the Duty Crew employees, have been attempted for filling the shortage, the off going shift's on duty officer shall use the following procedure to mandate overtime:

- a). The on-duty officer shall mandate a full-time employee, who is working their regularly scheduled work schedule, by the employee with the least amount of overtime hours per the Overtime Roster.

Section 4. Full-time employees shall receive overtime or be reimbursed the equivalent amount of compensatory time upon request of the employee, for all hours worked in excess of their regularly scheduled work schedule. For purposes of computing overtime, compensable hours (paid time off and bereavement) shall be considered hours worked. Overtime shall be an employee's hourly rate of pay at time and one-half. The employer shall maintain a proper overtime roster so as to insure fair distribution of overtime among all eligible employees in the classification. The overtime roster must include all overtime hours including open shift, training and call back hours.

Section 5. A full-time employee mandated into overtime shall receive his/her hourly rate of pay for overtime at time and one half for all hours worked. The employer may not mandate a full-time employee to work 2 scheduled off days in a row without an agreement by the employee. In the event a full-time employee, due to overtime, is scheduled to work 72 or more continuous hours, the employer must provide the employee with 24 hours' time off from 0600 to 0559 after the third scheduled workday, without loss of pay or benefits or use of paid time off or paid personal time.

An employee that is scheduled to be off on any approved leave, vacation, sick, or any other leave time is exempt from the aforementioned procedure relative to mandatory overtime. In the event an employee is scheduled to be off on leave on their next consecutive workday, they shall also be exempt from mandatory overtime.

ARTICLE 18- LIFE INSURANCE

The Employer will provide life insurance to every Part-time in the amount of \$50,000 including \$50,000 in accidental death and dismemberment. All Full-time employees will receive the amount of \$100,000 including \$100,000 accidental death and dismemberment. This shall be effective upon ratification by the parties and carrier acceptance. It is understood by the parties that in addition to the Life Insurance provided by the Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976.

ARTICLE 19-WORKER'S COMPENSATION INSURANCE

The Employer shall provide worker's compensation insurance that is statutorily required for all employees covered under this agreement. Employee's hurt in the line of duty shall be compensated at eighty percent (80%) of the State of Michigan average weekly pay of a full-time Firefighter. If paid-on-call employees are employed full-time and are hurt in the line of duty as a paid-on-call Firefighter the Employer shall pay the difference between what Worker's Compensation insurance pays and the employees regular full-time pay while that employee is unable to work in a full-time capacity.

ARTICLE 20- LAYOFF AND RECALL

The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable:

- a) Duty Crew Fire Fighters shall be laid-off first.
- b) Employees shall then be laid-off in accordance with their seniority, beginning with the least senior employee.
- c) When increases in employment occur, seniority employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.
- d) Any and all Duty Crew Fire Fighters, beginning with probationary firefighters and in reverse order of seniority, shall be laid off prior to any other full-time members being laid off.

Section 1 - Layoff Notice. In the event of a layoff, employees shall be given (7) seven days' notice of layoff. An employee on layoff shall be given seven (7) days' notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed, in writing, and mailed first class to the address last provided to the Employer by the employee. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

Section 2 - Loss of Seniority. An employee shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

- a) The employee quits;
- b) The employee is discharged for just cause and the discharge is not reversed.
- c) The employee obtains a Leave of Absence under false pretenses or fails to report to work within three (3) working days after expiration of an approved Leave of Absence, unless a satisfactory reason for such failure is given;
- d) The employee retires;
- e) The employee is laid off for a period of two (2) years or the length of Departmental seniority, whichever is less.

ARTICLE 21 - DRUG TESTING POLICY

Section 1 - Purpose. The purpose of this policy is to provide all personnel with notice of the provisions of the department drug-testing program.

Section 2 - Policy. It is the policy of this Department that the critical mission of public safety justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The public safety profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a public safety employee's physical and mental health and, thus, job performance. Where public safety personnel participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free public safety profession, this department will make use of a drug testing program to detect prohibited drug use by employees.

Section 3 - Reasons for Testing. The Township's program includes the following types of drug tests:

- a) **Pre-promotional** - testing an employee whom is selected for promotion.
- b) **Transfer** - testing an employee whom is transferred to a job of a sensitive nature.
- c) **Return from Absences** - The employer may test an employee whom has been off for over thirty (30) calendar days.
- d) **Based Upon Reasonable Suspicion** - testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- e) **Follow-Up** - testing as part of counseling or rehabilitation.
- f) **Applicant Drug Testing** - Applicants shall be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug test or if a confirmed positive drug test indicating drug use prohibited by this policy.
- g) **Probationary Employee Drug Testing** - Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order. Orders for testing shall come from the Fire Chief. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.

Section 4 - Definitions.

- a) **Sworn Employee** - Those employees who have been formally vested with the full powers and authority of their position.
- b) **Supervisor** - Those employees assigned to a position having day-to-day responsibility for

supervising subordinates, or who are responsible for commanding a work element.

- c) **Drug Test** - The compulsory or voluntary production and submission of urine by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- d) **Reasonable Suspicion** - Testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- e) **Probationary Employee** - For the purposes of this policy, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.
- f) **MRO (Medical Review Officer)**. The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.
- g) **Choice of Collection Facility and Testing Laboratory**. The Employer and the Association agree that Beyer Hospital - Occupational Health Division shall be the designated collection facility or any other facility that is mutually agreeable to the parties. The designated laboratory under this program must be a Smith Kline Bio-Science Facility.
- h) **Last Chance Agreement-A** standard letter of conditions for continued employment that is offered by the Fire Chief, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.
- i) **Explainable Positive Result-** A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

Section 5 - Penalty.

- a) Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Department rules and regulations, and may include discharge from the Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.
- b) An employee who refuses to comply with a drug test under this program shall be terminated from the Employer's service, subject to his/her right to the grievance procedure.

Section 6 - Drug Testing Procedures.

- a) The testing procedures and safeguards provided in this policy, to provide for the integrity of

department drug testing, shall be adhered to by any laboratory personnel administering drug tests. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.

- b)** Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested.
- c)** In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer that may have led to a false positive test.
- d)** The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- e)** Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
- f)** The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his Association, prior to disciplinary action, should the original sample result in a legal or contractual dispute. The employee must request same within 72 hours of being notified in writing of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
- g)** All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative. Employees will, upon request, be given a copy of the completed form sent to the testing lab.
- h)** Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to provide for the integrity of the second specimen.

Section 7 - Drug Testing Methodology.

- a) The testing or processing phase shall consist of a two-step procedure:
1. Initial screening test
 2. Confirmation test
- b) The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMITS type. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
- c) A specimen testing positive will undergo an additional confirmation test. The confirmation procedure shall be of the gas chromatography/mass spectrometry method.
- d) The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.
- e) Concentrations of a drug at a minimum of the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

Initial Test Level (ng/ml)

| | |
|----------------------|------|
| Marijuana metabolite | 100 |
| Cocaine metabolite | 300 |
| Opiate metabolites | 300* |
| Phencyclidine | 25 |
| Amphetamines | 1000 |
| Barbiturates | 300 |

***25ng/ml if immunoassay specific for free morphine.**

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmation CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmation Test Level (ng/ml)

| | |
|----------------------|-------|
| Marijuana metabolite | 15* |
| Cocaine metabolite | 150** |

Opiates:

| | |
|----------|------|
| Morphine | 300+ |
| Codeine | 300+ |

| | |
|---------------|----|
| Phencyclidine | 25 |
|---------------|----|

Amphetamines:

| | |
|-----------------|-----|
| Amphetamine | 500 |
| Methamphetamine | 500 |

***Delta - 9 tetrahydrocannabinol -9- carboxylic acid**

****Benzoyl ecgonine**

***25ng/ml if immunoassay -specific for free morphine**

| | |
|----------------|------|
| [Barbiturates | 1300 |
|----------------|------|

The Association will be notified of any changes in cutoff levels.

- f) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.
- g) Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
- h) Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

Section 8 - Chain of Evidence - Storage.

- a) Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
- b) Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until pending contractual or legal disputes are settled.
- c) An employee having a positive test result shall receive a written notice from the Fire Chief slating said results. All pertinent information concerning the test will be made available to the affected employee upon his/her request.

Section 9 - Drug Test Results.

All records pertaining to Department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to provide for the acceptable performance of the employee's job duties.

Section 10 - Review Committee.

- a) A review committee, including the president of the Association or a designated representative, shall be formed by the Fire Chief to review the Employer's Drug Testing Program on an ongoing basis and to make recommendations to the Director.
- b) Any disputes concerning the interpretation or application of this program shall be subject to the grievance procedure. Grievances shall be initiated at the third step within the grievance procedure as indicated in the employee's current Collective Bargaining Agreement.

Section 11 - Procedures for Implementation of The Last Chance Agreement.

- a) An employee whose drug test has been confirmed positive by the Medical Review Officer during testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.
- b) Standard letter of conditions for continued employment (last chance agreement) must be signed by Employer and employee.
- c) Employee must attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the Fire Chief or his designee. Employees shall be financially responsible for any costs associated with said rehabilitation program.
- d) Employee must sign a form releasing any and all information to management as may be requested.
- e) Employee must pass a medical examination administered by a medical facility designated by the Fire Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
- f) Employee may be allowed to apply for a medical leave of absence if required, while undergoing rehabilitation.
- g) Once authorized to return to duty, the employee must submit to periodic urinalysis as may be determined by the Fire Chief.
- h) The employee shall be subject to the terms of this program for two (2) years after his/her return to work.
- i) The employee must agree in writing that he/she will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
- j) Employee must be advised that he/she is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

ARTICLE 22 - LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual was found guilty of violating the provisions of Departmental Drug Testing on _____ and;

Whereas, the department will conditionally reinstate _____ to the position of _____, _____ provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Fire Chief and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that the:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source or program.
3. Employee must pass a medical examination administered by a medical facility designated by the Fire Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Employee may be allowed to apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the employee must submit to a periodic urinalysis as may be determined by the Fire Chief.
6. Upon clearance by the medical facility designated by the Fire Chief, _____ shall be returned to the department as a _____.
7. Once returned to duty, _____ will present himself/herself to the department's employee assistance program or authorized approved rehabilitation program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employee's assistance program or approved rehabilitation source for a period of not more than two (2) years, agrees to sign appropriate forms releasing any and all information to the department as may be requested. Failure to follow the rehabilitation directives are grounds for discharge.
8. _____ shall submit to controlled substance testing at the discretion of the Fire Chief. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the Department.

(If applicable) the Association shall withdraw with prejudice the grievance and shall release and discharge Employer from any and all claims relating thereto. The Employer shall release and discharge the Association and _____ from any and all claims relating thereto. _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance# including but not limited to the processing and arbitration of this grievance. Further, employee releases the governmental unit from all liability and claims he/she may have had or now has with respect to his/her employment with the Charter Township of Van Buren whether such claims or liability arise under federal or state statute, constitutional provisions, principles of common law, or under a collective bargaining agreement between the parties.

9. The parties agree that this agreement is entered into as a full and final settlement of the above-referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
10. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the department.

Dated this ____ day of _____, 20__.

A large, semi-transparent red Maltese cross logo is centered on the page. Inside the cross, the letters "MIAFF" are written in a large, white, serif font. Below the cross, the text "CHARTER TOWNSHIP OF VAN BUREN" is visible in a smaller font.

MIAFF

Full Time Firefighters



FULL-TIME FIREFIGHTERS

ARTICLE 1 – WAGES

| | |
|-----------------|---------|
| Probationary | \$18.99 |
| 12 Months 1 day | \$20.13 |
| 24 Months 1 day | \$21.23 |
| 36 Months 1 day | \$22.35 |
| 48 Months 1 day | \$24.00 |

Lieutenants will be compensated at 5% over fire fighters and Captains will be compensated at 5% over Lieutenants.

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

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

Furthermore, any hours worked over 212 during a 28-day period in addition to the Captain's, Lieutenant's and Fire Fighter's regularly scheduled workweek will be paid at the rate of time and one-half his/her hourly rate.

ARTICLE 2 - COMPENSATION

Section 1 - Holiday Compensation. Employees shall be paid \$2,250 holiday pay on the first payroll in January. Holidays will be pro-rated the first year of employment.

An employee who works on any of the actual thirteen (13) designated Township holidays as listed in the employee handbook will receive pay calculated as time and one-half the employee's regular straight-time rate for all hours worked on that day. Holidays for non-shift and 40-hour personnel shall be the same as established for general Township employees.

New Year's Day, MLK Birthday President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Section 2 - Compensatory Time. Full time firefighters of all ranks may accumulate a maximum of 144 hours of compensatory time in his/her time bank. Compensatory time may not be carried over into the next year. All Compensatory time will be used or cashed out by December 31st of year banked. Time must be scheduled to be used by December 31st, and anytime not scheduled or used will be paid out the first pay period of December. If taken as time off, it will be utilized in half day and full day increments.

- a) Comp time must be requested within a "reasonable period"
- b) When an employer receives a request for compensatory time off, it shall be honored unless to do so would be "unduly disruptive" to the agency's operations.

Section 3 - Vacation Leave. Full-time employees shall be granted annual vacation leave with pay subject to the terms and conditions set forth. There can only be one (1) approved person off on vacation per shift. Annual vacation requests are due by December 1st.

The vacation leave time is allocated on January 1st of each year.

| | |
|-------------------------------|-----------|
| 0- 5 years | 168 hours |
| 5 years and 1 day - 11 years | 264 hours |
| 11 years and 1 day - 25 years | 288 hours |

- a) A probationary employee may not use accrued vacation time until completion of a satisfactory six (6) month evaluation. New hires will be credited with a pro-rata portion of vacation time to be earned on date of hire.
- b) Full-time 24-hour/day employees for the first five (5) years of continuous employment may earn up to a maximum of seven (7) working days off for vacation per year. Scheduled full-time 24-hour/day employees with more than (5) years but less than eleven (11) years of continuous employment may earn up to a maximum of eleven (11) working days off for vacation per year. After eleven (11) years of employment, 24-hour/day full-time employees may earn up to a maximum of twelve (12) working days off for vacation per year.
- c) Employees are encouraged to use vacation time during the calendar year in which it is earned. However, in no event will an employee be allowed to accumulate more than three hundred eighty-four (384) hours of vacation time.
- d) Full-time employees must use eighty (80) hours of vacation time. Remaining hours may be cashed out at the employee's regular rate of pay, provided the employee provides written notification to the Fire Chief and/or his/her designee prior to October 10th of the calendar year.

- e) Absence on account of sickness, off-the-job injury or disability in excess of that herein after authorized for such purposes may, at the request of the Employee and the discretion of the Township, be charged against the vacation leave allowance.
- f) If an Employee becomes ill or is injured while on vacation leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the vacation days may be converted and charged to any sick day accumulation.
- g) Employees will be given preference according to the full-time seniority list in selecting vacation leave.
- h) Employees leaving the employment of the Township are entitled to secure reimbursement for earned but unused vacation, except if the employee fails to give at least fourteen (14) calendar days' notice in writing in advance of his/her termination date, the employee forfeits all earned by unused vacation. Similarly, employees leaving the employment of the Township must reimburse the Township for any unearned vacation they may have used; a deduction from the final pay is hereby authorized.
- i) Vacation time must be used in a minimum of 4 hours continuous.

Section 4- Personal Leave. Full Time firefighters will receive four (4) paid personal leave days at the beginning of the year to be used on a pro-rata basis. Personal days must be taken in a minimum of twelve (12)-hour increments. These days cannot be cashed out and will not be deducted from vacation time. **Personal leave days from 2022 can be carried over to 2023.** The first person that requests personal time on a shift shall not be denied. Any additional time shall be at the discretion of the Employer. Personal time shall not be taken on holidays.

Section 5 - Sick Leave. Maximum of 2,912 hours . 24-hour/day employees shall earn sick leave at the rate of one-half day per month. At 3 years of service, employees shall earn sick leave at the rate of one day per month. In order to earn a day of sick leave, a 24- hour/day employee must work at least four (4) days of twenty-four (24) hours each. For purposes of this provision, paid vacation hours, and paid bereavement hours shall also be counted as hours worked.

| | |
|-------------------------|-----------|
| 0-3 years | 144 hours |
| After 3 years and 1 day | 288 hours |

Any earned, accumulated sick leave over 1,456 hours for a 24-hour/day employee, at the end of the calendar year, shall be paid off at one-half hour pay per hour of sick time at the then current hourly rate, upon the employee's written request to Fire Chief and/or his/her designee. Such requests must be made annually by October 10th. Said payoff shall be in the first pay in December.

Upon separation, excluding termination, unused accumulated sick time to a maximum of 1,456 for 24-hour/day employees may be converted to pay at the rate of one half (1/2) hour of pay for every one (1) hour of sick time. The Fire Chief and/or his/her designee shall be responsible for reviewing and approving the employee's sick leave. A year-to-date record shall be reflected on each paycheck.

Employees are required to give daily notification, or other appropriate notice, to the department of necessity for taking sick leave. Notification must be given by 5:00 a.m. of the day to report for work.

The Township may refuse to allow paid sick leave where, in its judgment, there is insufficient evidence to support the Employee's claim, or where the Employee has not given timely notice, as above. A doctor's report may be requested and must be submitted by the Employee if the Township deems

it necessary. In the event the request for a doctor's report is made, and the Employee does not furnish said document, sick leave pay will be denied.

An Employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to return to work without limitations or restrictions.

An employee who became ill while on vacation will be required to provide proof, by physician's statement, of the illness. If the Employee desires, and has sufficient accumulated sick time, the vacation leave may be converted to sick leave, after approval from the Township.

Employees who have exhausted their accumulated sick leave and do not report for work shall be terminated from their employment with the Township. If an Employee reaches the end of his/her accumulated sick leave time, the Employee may request an extension of such leave as provided under the "Prolonged Illness Leave" section.

Employee is allowed to use sick leave for self, spouse, or child, or any immediate family member living in the same household.

Sick time must be used in a minimum of 4 hours continuous.

Section 6 - Bereavement Leave. Full-time employees shall be allowed five (5) consecutive scheduled work days as bereavement leave for an immediate family member and three (3) days for a non-immediate family member. Such days shall not be deducted from vacation reserve, for a death in the immediate family, where proof of attendance at the funeral is provided by said employee to the employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, step children, step parents, spouse's children, grandchildren, grandparents, and brothers or sisters. The term non-immediate family member shall mean uncle, aunt, niece, nephew, brother -in-law and sister in-law.

Section 7- Trade Time. Time worked as part of a trade does not count toward benefit accruals. *Trades can only occur between full-time employees.*

Two (2) full-time firefighters may agree, solely at their option and with the approval of the Captain in charge of the schedule, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the Employer in calculations of the hours for which the substituting employee would otherwise be entitled to overtime compensation under FLSA. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

These hours of trade time will not be recorded by the Township.

Section 8 - Food Allowance.

Full-time firefighters will receive an \$800 food allowance and payment will be made at the first pay in December of each year.

ARTICLE 3 - EQUIPMENT

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

The following will be provided by the Township:

- a) Full set of turnout gear, meeting current NFPA Standards, to consist of:
 1. One (1) turnout coat
 2. One (1) pair of bunker pants
 3. One (1) pair of short boots (bunker boots, structural firefighting boots)
 4. One (1) helmet
 5. One (1) Normex® hood
 6. Two (2) pairs of gloves
 7. One (1) flashlight
 8. Pager (latest technology in the Department)

Every effort will be made to furnish each firefighter with a backup set of gear.

ARTICLE 4 - EDUCATION

Section 1.

- a) Employees required by the Employer to attend any school shall receive the established hourly rate during schooling. However, during schooling, the employee shall not be entitled to overtime pay.
- b) Probationary employees will receive hourly pay during Firefighter 1/11 Hazardous Material Operations, Driver, or Emergency Medical Technician - Basic training.

Section 2 - Training shall be assigned upon departmental need, employee availability and skill level. Any employee desiring to attend a school or seminar shall submit a request in writing to the Fire Chief or his designee. The cost of said school or seminar shall be paid by the Employer.

Section 3 - Upon completion of any course, a permanent record of same shall be placed in the employee's service jacket.

Section 4 - Instructors approved and assigned by the Fire Chief or his designee shall receive one (1) hour preparatory time at the established training rate for each new lesson plan. Requests for additional time must receive prior approval.

Section 5 - FTO officers shall receive one (1) additional hour per shift that he/she serves as a training officer. This is limited to two (2) employees.

Section 6 -An Employee may submit to the Fire Chief a written request to attend approved courses. Such request may include (if applicable) portions of days or whole days. If permission is granted by the Fire Chief and at least two of the full-time members of the Township Board for the employee to attend the course(s), the employee, upon successful completion of said course with a grade point average of 2.0 or higher, shall be reimbursed for the costs of tuition, books and fees in connection with the course.

Tuition reimbursement shall be limited to three (3) bargaining unit members per calendar year with a maximum of \$2,200 per employee per year for a maximum of sixty-six hundred (\$6,600) dollars per year. Requests for tuition reimbursement must be submitted by July 1st in the calendar year prior to attendance. Approval is given on a first come first served basis. If approved, the employee shall be approved for tuition reimbursement the entire calendar year. Employees shall be eligible to reapply every year. The employer shall engage in a good faith effort to approve tuition reimbursement requests when funding is available. Tuition reimbursement is available for associate, bachelor or master's degrees.

ARTICLE 5 - LIFE INSURANCE

The Employer will provide life insurance in the amount of \$100,000.00. This shall be effective upon ratification by the parties and carrier acceptance. It is understood by the parties that in addition to the Life Insurance provided by the Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976.

- a) The Employer will permit employees to purchase additional insurance coverage from the Employer's carrier, providing such additional coverage is available from said carrier and providing each employee so electing shall pay said premium through payroll deduction.

ARTICLE 6 - WORKER'S COMPENSATION INSURANCE

The Employer shall provide worker's compensation insurance that is statutorily required for all employees covered under this Agreement.

- a) The Employer agrees that any employee injured on the job and under the care of a licensed physician, will not be charged time off from his/her paid-time-off (PTO) reserve. If an employee leaves work due to an injury arising within the scope of his/her employment, the employee shall not be charged with PTO time for that day and will be paid for the remainder of the shift.
- b) Accidents must be reported to the Fire Chief or his/her designee as soon as possible.
- c) Any full-time employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Employer, the difference between the amount received through worker's compensation, other Employer-furnished insurance, and one-hundred (100) percent of his/her regular pay for a period not to exceed one (1) year from the date of injury.

ARTICLE 7- HEALTH CARE COVERAGE

It is understood that the benefits outlined in this agreement are part of group packages acquired by the Township. The Township reserves the right to preserve the carrier for the benefit level noted and does not intend to state or imply that specific benefit levels will be negotiated for one employee.

Insurance benefits will become effective in the case of new employees after thirty (30) calendar days of employment for Blue Cross/Blue Shield (PPO) and Blue Care Network (HMO). Dependents are eligible for benefits until age 26.

A surviving spouse and/or legal dependents of a full-time firefighter (under this agreement) shall be covered with health care insurance for a period of one (1) year from the date of said Full Time Firefighters death having resulted from a duty-related occurrence.

In Lieu of Blue: An employee may elect to opt out of healthcare coverage. In the event that said employee elects to opt out of healthcare coverage, he/she shall receive in lieu of said coverage the sum of \$500.00 per month. An employee may only elect to opt out of healthcare coverage if said employee has comparable coverage through his/her spouse or another source. Evidence of which must be presented to Human Resources in order to become eligible for said payment.

ARTICLE 8 - OPTICAL/DENTAL

The employer currently provides optical insurance through Vision Service Plan (VSP) which operates similar to an HMO. Coverage is effective thirty (30) days from date of hire and is available to all dependents of the employee. Coverage includes yearly examinations and provides specific funding within coverage limits for lenses, frames or contact lenses on an annual basis.

Dental Benefits shall be afforded to eligible employees in conjunction with Health coverage through Blue Cross Blue Shield of Michigan. For purposes of clarification, Class I benefits 100%, Level II 90%, Level III 75% and Level IV 80%. Annual maximum for Class I, II, and III services \$1500 per member and a Lifetime maximum for Class IV services \$1500 per member with no age limit. Dependents are eligible until age 26 for dental benefits.

ARTICLE 9 - SICKNESS AND ACCIDENT BENEFITS

Employees may qualify for short-term disability benefits due to illness or injury involving time away from work in excess of five (5) working days or eight (8) calendar days. A doctor's report will be required and it is the employee's responsibility to complete and submit requisite claim forms for benefits. Long-term disability benefits may be available for those illnesses and injuries involving time away from work in excess of thirteen (13) weeks. Said disability coverage is available through Dearborn National and becomes effective day one of the employee's hire date. Employees on short-term disability shall receive the difference between 70% of their weekly base pay to a maximum payment of \$800.00 per week, for a period not to exceed thirteen (13) weeks. After 13 weeks, only insurance benefits shall be paid. Employees on long-term disability shall receive sixty percent (60%) of their covered monthly earnings up to a maximum monthly benefit of five thousand dollars (\$5,000.00). The Township reserves the right to determine the insurance carrier(s) or change the coverage provided.

- a) Benefits under this plan will be reduced by any benefits the employee and his/her dependents are eligible for under the Social Security Act, or any other coverage provided by law. Benefits will also be reduced by all other disability benefits the employee and his/her dependents are eligible for under the Railroad Retirement Act, any labor- management trustee, union or employee benefit plans, the Employer's life insurance plan, or any benefits received under the employee's annuity or pension plan. Benefits under a separate individual policy are exempted.
- b) The amount of benefit reduction for Social Security benefits will be "frozen". Once the amount of reduction has been determined, it will not be increased if amendments to the Social Security Act increase the benefit payments to which the individual is entitled. The minimum amount of benefit payable under this plan will be fifty dollars (\$50.00) per week.
- c) There will be no duplication of benefits for time off as a result of sickness or accident.
- d) The Employer will continue employee medical and life insurance for a maximum period of six (6) months for a non-duty related disability and for twelve (12) months for a duty-related disability.
- e) At its expense, the Employer may cause any employee receiving benefits under this section, to be examined by a medical doctor of the Employer's choice during said period of benefit.

ARTICLE 10 - RETIREMENT

- a) Under the current Pension Program, employees are mandated to contribute five percent (5%) of their base earnings into the Plan.
- b) The Employer shall contribute twelve percent (12%) of the employee's base earnings into the Plan.
- c) Options exist for an employee to add a voluntary contribution to their pension savings.
- d) Employees are one-hundred percent (100%) vested immediately upon entry to the Plan.

ARTICLE 11 - RETIREE HEALTH REIMBURSEMENT ACCOUNT

- a) Employees shall have \$2,500 a year deposited into an IRS Section 115 account by the Employer.
- b) Only participants who complete a year of service during the plan year shall be eligible to receive an annual employer contribution. Notwithstanding the foregoing, a participant who has completed a year of service but whose employment terminates prior to the last day of the plan year will receive an allocation of annual employer contribution if termination results of disability, death or retirement.
- c) The account shall originally be administered by Burnham and Flower's Insurance Group. The administrator may be changed in the future upon agreement by both parties.

- d) Beginning on January 1, 2021, the \$2,500 a year shall be increased at the same percentage as the "medical care component" as determined by the State pursuant to MCL 15.563 and amended by 2018 Public Act 477. The parties shall meet to negotiate further increases if this act is changed in the future.
- e) The Account shall be dedicated for the purpose of paying for healthcare for the employee upon separation from the Employer.
- f) The Employee shall not be taxed for the Employer's contribution into the account nor taxed when taking money out of the account if used for qualified medical expenses. The account shall be governed by all applicable IRS rules.
- g) Employees shall be vested immediately.

ARTICLE 12- FAMILY AND MEDICAL LEAVE ACT

The Township and the Union agree to comply with the provisions of the Family and Medical Leave Act. Both parties agree that as the Act applies to a serious health condition that makes the employee unable to perform the employee's duties, an employee shall have the option to either use accumulated vacation, sick, or personal time or, if appropriate, the short- and/or long- term disability insurance provided by the union contract. Further, it is understood that with regard to other provisions of the Family and Medical Leave Act, the Township and Union agree that the employee may utilize accumulated vacation, sick, or personal time.

- a) Premium payments for Medical and Ancillary voluntary plans are not deducted from your short- or long-term disability and unpaid FMLA. The employee will be responsible for those missed deductions upon return to work. The Accounting Coordinator will structure a payment arrangement to bring past-due payments current; not to exceed three (3) payroll cycles.

ARTICLE 13 - SHIFT BIDS

Section 1- Employees assigned to full time shifts shall bid for shift assignments based upon their respective seniority. Every twelve months the employees shall bid for the scheduled shift of their choice, with the senior most employee having first pick and in descending order of seniority, the remaining employees shall choose the shifts left to complete the schedule determined by the employer.

Section 2- Once each shift has a supervisor position, that position will be filled by an officer with the rank of Lieutenant or higher. Officers shall bid for the supervisor position based upon rank and time. The officer with the highest rank and highest seniority within that rank will have first pick with the descending order of rank and time thereafter.

Section 3- The Fire Chief or his/her designee will assign the shift of probationary firefighters with less than one year of seniority pursuant to Article 8(g). No two probationary firefighters can be at the same station.

Section 4- Full time employees shall submit their preferred station assignment between October 17th and November 1st for the following year. Selection shall be based upon seniority, pursuant to section 1 above, and each shift shall select independently of the other. The fire Chief, or his/her designee, will have authority to make station assignments for officers on an as needed basis. Staffing requirements will supersede this section and will be take into consideration with station assignments.

All shift and station assignments will begin January 1 of the following year. Shift and station bids shall be turned into a full-time employee. The assignments shall be posted no later than November 11.

Section 5- A change may be granted after the assignments have been posted based solely upon the discretion of the Fire Chief. Two employees requesting a switch must request to do so in writing.

ARTICLE 14- LISTS

A hiring list will be formed from all of those that have chosen to test. The list will not expire until all candidates on the list have been hired as a full-time firefighter.

When the list falls to one, and there are available candidates, a new testing process will be held. The one candidate remaining on the list shall stay at the top of the new list and all others will be scored and placed on the list accordingly.

DUTY CREW



DUTY CREW

ARTICLE 1 - GENERAL

Section 1 - All Duty Crew Eligible Association members shall work four (4) duty crew shifts every calendar month unless on approved leave of absence. The defined work period for duty crew employees will be 106-hour two week pay cycle with the pay period ending on Sunday at 6:00 a.m.

Section 2 - Staffing for each of the time periods shall be accomplished by having Union members sign their name on a calendar indicating the particular dates and times that he/she prefers to work and the dates and times that he/she is available as an alternate. The calendar shall be distributed to employees on the first (1st) of the previous month. Calendars are to be returned to the Employer by the tenth (10th) of the previous month at 4:00 p.m. Actual assignments shall be posted by the 15th of the previous month.

The assignments shall be made based upon an equalization procedure, which takes into account seniority and the total number of hours worked in any capacity as a member of the Department of Public Safety. However, members of the Department of Public Safety shall be allowed to select and work five (5) duty crew shifts per month before their non-Fire Department hours will be counted towards equalization and before the Township's policy of working no more than eighteen (18) hours per day in the Public Safety Department shall be enforced. These exceptions shall not be used as justification to violate any language provision in any other Public Safety Department collective bargaining unit agreement. Department of Public Safety employees may be scheduled to work any unfilled open shifts to avoid violations of Article XXIII, Section 3.

Probationary employees may be assigned at the discretion of the employer. A qualified probationary member is defined as being certified in Cardiopulmonary Resuscitation/Automatic External Defibrillator, Firefighter 11, Hazardous Materials Operations, Emergency Medical Technician, and Michigan Fire Fighter Training Council Driving.

It is understood by the Township that scheduling conflicts can and will occur with regard to the scheduling of duty crew individuals. The Township shall have the right to cancel a duty crew for a particular date and shift if it cannot be filled with two (2) individuals. If the cancellation is seven (7) days or more in advance, the member that could have worked shall not be entitled to any compensation. If the cancellation is five (5) to six (6) days in advance, the member that could have worked shall be compensated for two (2) hours at the corresponding rate of pay. If the cancellation is three (3) to four (4) days in advance, the member that could have worked shall be compensated for four (4) hours at the corresponding rate of pay. If the cancellation is two (2) days in advance, the member could have worked shall be compensated for six (6) hours at the corresponding rate of pay. If the cancellation is one (1) day or less in advance, the member that could have worked shall be compensated for the entire shift at the corresponding rate of pay.

Section 3 - The Township may have one (1) individual work the duty crew without canceling the assignment. The member shall not, however, be required to respond to any calls for service alone. If alone, the member shall make the necessary preparations to respond as soon as another member arrives or request Dispatch to send the appropriate resources for assistance.

Union members shall be limited to working in a duty crew capacity for a maximum thirty-six (36) hours a week, with a maximum of 129 hours a calendar month, in an attempt to avoid any outstanding Fair Labor Standards Act (FLSA) issues as a result of employees responding

to calls for service when not in a duty crew capacity and being employed by the Township.

The rate of pay for individuals working on the duty crew shall be those wages delineated in the contract. (See Chart)

When serving as a duty crew member on an actual holiday delineated in Article 2, Section 4, individuals shall be compensated at time and one-half (1.5) the corresponding rate of pay.

ARTICLE 2 - COMPENSATION

Section 1 - Rate of Pay. The rate of pay for all hours worked or in training shall be the employee's hourly rate per the schedule below. For any employee who is not Duty Crew authorized after the date of ratification of this Agreement, the rate of pay shall be as follows:

| CLASSIFICATION | 2021 | 2022 | 2023 | 2024 | 2025 |
|------------------------------|----------|----------|----------|----------|----------|
| FF Probation | \$ 15.47 | \$ 16.55 | \$ 16.72 | \$ 16.80 | \$ 16.89 |
| FF Duty Crew up to 24 Months | \$ 18.58 | \$ 19.88 | \$ 20.08 | \$ 20.18 | \$ 20.28 |
| FF 24 months 1day | \$ 19.75 | \$ 21.13 | \$ 21.34 | \$ 21.45 | \$ 21.56 |
| Ff 36 months 1day | \$ 20.94 | \$ 22.41 | \$ 22.63 | \$ 22.74 | \$ 22.86 |
| FF 48 months 1 day | \$ 22.10 | \$ 23.65 | \$ 23.88 | \$ 24.00 | \$ 24.12 |

Any and all hours worked less than an hour, shall be rounded up to the next hour.

There shall be no more than two (2) initial call-outs in one (1) hour. The hour commences when the first call-out is dispatched.

Emergency Medical Technician -Basic Employees who have obtained their State of Michigan Emergency Medical Technician-Basic and above license shall receive an additional fifty cent (\$.50) per hour.

Section 2 - Officer Wages.

Sergeants: 1% above the top Firefighter

Lieutenants: 3% above the top Sergeant

Captain: 5% above the top Lieutenant

Section 3 - Premium Pay. Employees who are a member of the Van Buren Public Safety Dive Team, Urban Search and Rescue Team, or a member of the Western Wayne County Hazardous Incident Response Team, shall receive a fifty-dollar (\$50.00) bonus to be paid once per year in a lump sum on December 1st. This amount will be prorated, if needed.

Section 4- Food Allowance- Duty Crew firefighters will receive a \$500 food allowance and payment will be made at the first pay in December of each year.

Section 5 - Holiday Pay. Employees working the following holidays will be compensated at time and one-half of their regular rate for all hours worked on the holiday. A holiday will begin at 0600 hours and last until 0600 hrs. the following morning.

New Year's Day, MLK Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Section 6 - Court Appearances. In the event an off-duty employee is required to appear in court for township business, said employee will receive a minimum of four (4) hours pay.

Section 7 - Physical Fitness. Employees are expected to be able to perform the physical demands of firefighting. Employees are to demonstrate their physical readiness to perform firefighting duties by attending an annual "physical fitness evaluation." This evaluation shall consist of various tests designed to measure a firefighter's physical abilities. The tests used will be determined jointly by the Fire Department's Safety Committee and the Employer. Each test will be scored on a Pass/Fail, time structure basis. Employees hired before November 1st of the preceding year shall be required to take the agility test. Employees shall have six (6) minutes to complete the test. Employees successfully completing the evaluation will receive a premium bonus of two hundred fifty dollars (\$250.00) annually payable in the month of December. Reevaluations will take place in thirty (30) days and the employee may be allowed to work at the Chief's discretion. Any employee directed to perform a Performance Improvement Plan (PIP) must complete one within six (6) months.

ARTICLE 3- EDUCATION

Section 1.

- a) Employees required by the Employer to attend any school shall receive the established hourly rate during schooling. However, during schooling, the employee shall not be entitled to overtime pay.
- b) Probationary employees will receive hourly pay during Firefighter 1/11 Hazardous Material

Operations, Driver, or Emergency Medical Technician - Basic training.

Section 2 - The Employer will provide tuition, related reasonable expenses, required textbooks and transportation for required schooling. In the event the employee is required to provide transportation, the employee shall be reimbursed at the established rate for necessary trips to and from the school site.

Section 3 - Training shall be assigned upon departmental need, employee availability and skill level. Any employee desiring to attend a school or seminar shall submit a request in writing to the Fire Chief or his designee. The cost of said school or seminar shall be paid by the Employer.

Section 4 - Upon completion of any course, a permanent record of same shall be placed in the employee's service jacket.

Section 5 - Instructors approved and assigned by the Fire Chief or his designee shall receive one (1) hour preparatory time at the established training rate for each new lesson plan. Requests for additional time must receive prior approval.

Section 6 - FTO officers shall receive one (1) additional hour per shift that he/she serves as a training officer. This is limited to two (2) employees.

Section 7 -An Employee may submit to the Fire Chief a written request to attend approved courses. Such request may include (if applicable) portions of days or whole days. If permission is granted by the Fire Chief and at least two of the full-time members of the Township Board for the employee to attend the course(s), the employee, upon successful completion of said course with a grade point average of 2.0 or higher, shall be reimbursed for the costs of tuition, books and fees in connection with the course.

Tuition reimbursement shall be limited to three (3) bargaining unit members per calendar year with a maximum of \$2,200 per employee per year for a maximum of sixty-six hundred (\$6,600) dollars per year. Requests for tuition reimbursement must be submitted by July 1st in the calendar year prior to attendance. Approval is given on a first come first served basis. If approved, the employee shall be approved for tuition reimbursement the entire calendar year. Employees shall be eligible to reapply every year. The employer shall engage in a good faith effort to approve tuition reimbursement requests when funding is available. Tuition reimbursement is available for associate, bachelor or master's degrees.

ARTICLE 4 - SICK AND ACCIDENT BENEFITS – DUTY CREW

The Employer will provide Duty Crew employees with Fifty Dollars (\$50.00) of weekly benefits for a period of twenty-six (26) weeks providing the employee does not receive sickness and accident benefits from another source. Employees will be eligible for benefits on the first day of disability due to an injury; the first day of hospitalization; and on the eighth day of disability due to sickness.

After three (3) days absence due to such illness or injury, upon the Employer's request, an employee shall provide to the Employer a statement from a Doctor verifying illness. At its expense, the Employer may cause any employee receiving benefits under this Section, to be examined by a medical doctor of the Employer's choice during said period of benefit.

Section 1 - Duty Disability.

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

ARTICLE 5 -LIFE INSURANCE

The Employer will provide life insurance in the amount of \$50,000.00. This shall be effective upon ratification by the parties and carrier acceptance. It is understood by the parties that in addition to the Life Insurance provided by the Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976.

- a). The Employer will permit employees to purchase additional insurance coverage from the Employer's carrier, providing such additional coverage is available from said carrier and providing each employee so electing shall pay said premium through payroll deduction.

ARTICLE 6-WORKER'S COMPENSATION INSURANCE

The Employer shall provide worker's compensation insurance that is statutorily required for all employees covered under this Agreement.

- a) The Employer agrees that any employee injured on the job and under the care of a licensed physician, will not be charged time off from his/her paid-time-off (PTO) reserve. If an employee leaves work due to an injury arising within the scope of his/her employment, the employee shall not be charged with PTO time for that day and will be paid for the remainder of the shift.
- b) Accidents must be reported to the Fire Chief or his/her designee as soon as possible.
- c) Any full-time employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Employer, the difference between the amount received through worker's compensation, other Employer-furnished insurance, and one-hundred (100) percent of his/her regular pay for a period not to exceed one (1) year from the date of injury.



MIAFF

Part-Time Fire Inspector



PERMANENT PART-TIME FIRE INSEPECTOR

ARTICLE 1 - WAGES

Permanent Part-Time Fire Inspectors will be paid \$23.60 per hour for all hours worked in that capacity.

\$23.84 per hour effective 1/1/2023

\$23.96 per hour effective 1/1/2024

\$24.08 per hour effective 1/1/2025

ARTICLE 2 - QUALIFICATIONS

- a) To qualify to work as a permanent part-time Fire Inspector the employee must:
1. Be a certified NFPA Inspector I, II and NFPA Fire Plans Examiner.
 2. Be a certified State of Michigan Fire Inspector.
 3. Be able to fill the posted job description.
 4. Have attended a sixteen (16) hour basic Fire Investigation class or have the ability to successfully complete a future class as determined by the Fire Chief or his/her designee.

ARTICLE 3 - WORK HOURS

- a) Typical work hours shall be 8:00 am to 4:00 pm Tuesday, Wednesday, and Thursday but the part-time permanent Fire Inspector shall have the ability to work flexible hours in order to attend meetings or assist in the determination of a fire's origin or cause.
- b) While working as the permanent part-time Fire Inspector the Employer shall not allow or require the employee to work duty crew shifts.
- c) The permanent part-time Fire Inspector may respond to working structure fires after hours to assist in the origin and cause determination when authorized by the Fire Chief or his/her designee.

In the event that no internal employee is eligible for the position the Employer maintains the right to hire from outside the Organization.

ARTICLE 4 - MAINTENANCE OF CONDITIONS

All wages, hours and conditions of employment negotiated and agreed to by the parties in this Agreement, shall be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

There are no understandings or agreements or past practices which are binding on either the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

ARTICLE 5 - ANTI-DISCRIMINATION CLAUSE

The Employer and the Association agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or sexual orientation.

ARTICLE 6 - NO STRIKE OR LOCKOUT

Section 1 - Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes by public employees are illegal, and refusal to provide **full** and complete services to the public is not in the best interests of the public or the Charter Township of Van Buren, it is agreed that there shall at no time be strikes, slow-downs, tie-ups of equipment, walk-outs or other deliberate withholding of services by members of the Association, or any practice other than normal activities for the purpose of influencing contract negotiations or grievance settlements, either individually or collectively. Employees in violation of this Section shall be subject to discipline up to and including discharge.

Section 2 - In the event of any violation of Section 1 of this Article, the Association shall immediately instruct the involved employees, in writing, that their conduct is in violation of this Agreement; and that all such persons shall immediately cease the offending conduct.

Section 3 - The Employer will not lock out employees during the term of this Agreement.

ARTICLE 7 - SEVERABILITY

In the event any provision of this Agreement is, for any reason, held invalid or unenforceable by reason of any federal or state law, regulation or order now existing or hereinafter enacted or put into force, such invalidity or unenforceability shall not affect the remainder of this Agreement. If this Agreement is affected by the enactment of a federal or state law, regulation or order, the parties agree to meet for the purpose of discussing language changes or additions to comply with the government mandate.

ARTICLE 8 - DURATION

This Agreement shall become effective upon its acceptance by the Association and Employer and shall remain in force until midnight, from January 1, 2022 to December 31, 2025 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. Notices of desire to modify, alter, amend, renegotiate or change, or any combination thereof shall have the effect of extending the Agreement until a new Agreement is entered into either through negotiations or Act 312 Arbitration.



SIGNATURES OF AGREEMENT

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

Van Buren Representative

Ernest P. Burt

Sherry C. Budd

Leon Wright

D. J. Kelly

MAFF Representative

Jerald James
[Signature]
