

AGREEMENT

By And Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS (IAFF)

LOCAL 4011



January 1, 2018 through December 31, 2019

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ARTICLE 1

AGREEMENT

The general purposes of this Agreement are to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, Employees, and Union. The Parties recognize that the interest of the community depends upon the Employer's and Employees' success in establishing a proper service to the community. To these ends the Employer, the Employees and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels and among all employees.

Furthermore, this Agreement recognizes the need for a continued commitment by the Charter Township of Chesterfield and career personnel to preserve the resources of the community through fire prevention and suppression; to reduce the adverse effects of injury or sudden illness through quality emergency medical service as first responders; to provide the necessary services during natural or man-made disasters; and to respond to the community as requested in the best spirit of the fire service.

ARTICLE 2

RECOGNITION

- A. Under the provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, the Charter Township of Chesterfield recognizes the International Association of Fire Fighters Local #4011 as the sole and exclusive collective bargaining representative for the Employees in the defined bargaining unit with respect to wages, hours of employment, benefits, and other conditions of employment.
- B. The Bargaining Unit shall consist of all full-time Employees of the Chesterfield Township Fire Department, excluding Fire Chief and Secretary.
- C. The Township will not interfere with, discourage, restrain, or coerce Bargaining Unit members from engaging in any lawful activities therein. The Township will negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment and other working conditions.
- D. Employees shall not be an employee or volunteer for another fire department or medical service of another municipality or company. Employees may engage in supplemental employment if they so desire, provided however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to Chesterfield Township, and supplemental employment shall in no way conflict with regularly assigned duties. It is also agreed that commercial/personal activities shall not be performed on or with Township property and/or at Township expense.
- E. Employees, while in uniform shall not engage in solicitation of Township residents or businesses for any purpose without the prior approval of the Public Safety Director/Designee. The decision of the Public Safety Director/Designee shall be final and not subject to the grievance procedure.

ARTICLE 3

MANAGEMENT RIGHTS

- A. The Charter Township of Chesterfield on behalf of the Electors of Chesterfield Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and by the generality of the foregoing, the right:
1. Of exclusive management and control of the governmental systems, its property, facility, operation and affairs.
 2. To hire Employees, determine their qualifications, dismissal, demotion, suspension or layoff; to determine the number and scheduling of all Employees; to promote or transfer all Employees; to determine the size of the work force; and to assign duties to, and direct all Employees, subject to PERA and the Collective Bargaining Agreement.
 3. To determine those services, supplies and equipment which are necessary in providing its services; to determine all methods and means of distributing, disseminating its services, methods, scheduling, and standards of operations; to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in the proceeding including innovative programs and practices. Any contracting or subcontracting shall adhere to applicable inter-governmental transfer laws.
 4. To sub-contract bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Fire Department. All other sub-contracting shall be subject to collective bargaining, except in no event shall the employer sub-contract bargaining unit work, if a member is on layoff or it would cause a layoff.
 5. To determine the number and location or relocation of its facilities.
 6. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to the public relations of the Township of Chesterfield.
 7. To determine the size of the management organization, its function, authority, amount of supervision, and table of organization; to manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.
- B. The reasonable and responsible exercise of forgoing powers, rights, authorities, duties and responsibilities by the Township of Chesterfield, the adoption of reasonable policies, rules, regulations and practices and furthermore, the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement.

ARTICLE 4

MANAGEMENT SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, or picketing of the Employer, or any slow down or the interruption of, or interference

with, the function of the Employer. Violation of the provisions of this Article shall be grounds for disciplinary action up to and including discharge.

ARTICLE 5

UNION SECURITY

- A. The Employer agrees to deduct the Union dues monthly from the employee's pay after receiving an executed authorization form from the bargaining unit Employee. The amount to be deducted shall be certified to the Employer by the Executive board of the International Association of Fire Fighters. The Employer shall forward such deductions to the Union, (Chesterfield Fire Fighter's Local 4011), in a timely manner.

ARTICLE 6

SENIORITY

- A. Race, sex, age, or marital status shall not affect seniority.
- B. New Employees hired shall be considered as probationary Employees for the first year of their employment.
- C. The Union shall represent Probationary Employees for the purpose of bargaining in respect to rates of pay, hours of employment, and the working conditions. Any discipline or discharge of a probationary Employee will not be subject to the Parties' grievance procedure contained herein.
- D. The Employer will keep the seniority list up to date and will provide the Union with a copy of said list at least on an annual basis. The Employer will also provide a copy of said list when any changes are made to said list.
- E. Upon satisfactory completion of a one (1) year probationary period, seniority will commence from date of initial full-time hire.
- F. Length of service is a period of continuous and unbroken employment with the Fire Department, dating from the most recent date of full-time employment.
- G. In the event that two (2) or more Employees have the same date of hire, then seniority shall be determined by the last four (4) digits of the social security number. The Employee with the highest number will have greater seniority. There shall be no seniority among probationary employees.

ARTICLE 7

LOSS OF SENIORITY

An Employee will lose seniority if:

- A. The Employee quits or resigns. The Employee retires or dies.

- B. The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. The Employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence, the Employer will send written notification, via certified mail, to the Employee at his/her last known address, that he/she has lost seniority and employment has been terminated.
- D. The Employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. The Employee fails to return at the conclusion of a sick leave or leave of absence after the expiration of the sick leave or its approved continuances or the leave of absence. This will be treated in the same manner as Paragraph C, above.
- F. The Employee is continuously unemployed by the Township for a period equal to one-half (½) of his/her length of service, or two (2) years, whichever period is greater. If the Employee does not maintain certification during this period of time, he/she shall not be eligible for re-employment until re-certification is established as provided by the Employer and the State of Michigan.

ARTICLE 8

LAYOFF DEFINITION

- A. The word "layoff" means reduction of the work force.
- B. In the event of a layoff, Employees will be laid off in inverse order of their date of hire in the following order:
 1. Paid on Call/Part time/Temporary/Volunteer, etc. Employees
 2. Probationary Full-time Employees
 3. Seniority Full-time Employees

All layoffs shall be in inverse order of date of full-time hire.

- C. Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days' notice of layoff. The Union steward will receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employee(s).
- D. An Employee's seniority shall accrue during layoff but not to exceed double the Employee's seniority at the time of layoff, and in no event shall more than a maximum of two (2) years seniority accrue while any Employee is laid off. During layoff no benefits will accrue except longevity credit.
- E. No full-time Employee shall be laid off while Paid-on-call/Part time/Temporary or Volunteer, etc., employees remain working.

ARTICLE 9

RECALL PROCEDURE

- A. When the work force is increased after a layoff, Employees will be recalled according to their seniority and ability with the last person being laid off being the first person recalled.
- B. Notice of recall shall be sent to the Employee at his/her last known address by certified mail.
- C. If an Employee fails to contact the Public Safety Director/Designee within three (3) days of receipt of said notice of recall, he/she shall be considered a voluntary quit.

ARTICLE 10

UNION BARGAINING COMMITTEE

- A. The bargaining committee for the Union will include not more than three (3) Employees of the Employer and no more than two (2) non-Employee representatives of the Union. Prior to any negotiation meetings between the Employer and the Union, the Union will furnish the name of all members of the bargaining committee to the Employer.
- B. In the event that the negotiation meetings are held at a time when an Employee representative would normally be on duty, the said Employee will be paid at his/her regular rate, but only for those hours that he/she would have normally been working.
- C. There will be no discrimination against any employee because of his/her Union affiliation or his/her duties as a member of the bargaining committee.
- D. All negotiation meetings will be held at the Township Offices.

ARTICLE 11

UNION ACTIVITIES

- A. One (1) Employee shall be designated by the Union President for the purpose of processing grievances. The President may designate an alternate in his/her absence.
- B. In the event that it becomes necessary for the Union President or his/her designee to process a grievance on what would be normal duty time, he/she shall be paid at his/her regular rate for that time just as though he/she were working, provided, however, that such time spent must be kept a minimum and be reasonable and no overtime shall be paid for the processing of a grievance.
- C. The Union shall provide a bulletin board 18" x 24" if necessary, for posting of notices set forth in Paragraph D.4 below, provided such notices are signed by the Union President or his/her designee. The Public Safety Director/Designee will approve location of bulletin board. The Union President is responsible to keep bulletin board neat and organized.

- D. Notices shall be restricted to the following types:
1. Notices of Union social and recreational events;
 2. Notices of Union elections, appointments and results thereof;
 3. Notices of Union meetings;
 4. Notices of Union education classes, conferences or conventions;
 5. Correspondence from Local, State or International Union.
- E. The Employer will allow reasonable use of its phone with no long distance calls, and will designate a location for a four (4) drawer file cabinet supplied by Union.
- F. The Employer will allow monthly Union meetings at the 23 Mile Road Fire Station. On-duty personnel will be allowed to attend. The Union agrees it will follow all Township rules to use the Township facilities.

ARTICLE 12

FIRE FIGHTING DURING CIVIL DISORDERS

- A. Personal Protection: Any Employee who responds to a fire or other emergency situation during civil disorder shall not be required to ride in the open.
- B. Delegation of Authority: The Officer in charge of any responding piece of equipment to an area of civil disorder shall have the authority to withdraw the Employees and/or the equipment if they are being harassed to the extent that the Employees and/or equipment would be endangered.
- C. Police Protection during Any Civil Disorder: The Township shall provide each piece of equipment responding to any alarm with police protection, whenever and wherever possible.
- D. Fire Arms: No Employee shall carry or use any firearms while on duty. No firearms or weapons will be brought onto Township property.
- E. At no time shall any Fire Department equipment be used for crowd control during civil disorders.

ARTICLE 13

LIGHT DUTY

No Light Duty.

ARTICLE 14

GRIEVANCE PROCEDURE

A Grievance is a dispute, claim, or complaint arising under and during the term of this Labor Agreement. Grievances are limited to matters of interpretation or application of this Agreement. The term "day"

under this Article shall mean Monday through Friday, excluding holidays. Every grievance, unless otherwise stated, will proceed through the following steps:

Step I - Verbal/Public Safety Director

The grieving Party must submit his/her grievance verbally to the Public Safety Director/Designee within ten (10) days of a grievable occurrence or when known or should have been known. The Public Safety Director/Designee shall have five (5) days to provide a verbal response to the grievance. Grievances not submitted within ten (10) days of a grievable occurrence are deemed waived.

Step II - Written/Public Safety Director

If the grievance is not resolved in Step 1, the grievance will be reduced to written form and presented to the Public Safety Director/Designee within ten (10) days. The written grievance shall set forth all relevant facts supporting the grievance, specify the Article of this Agreement alleged to have been violated, the relief requested and be signed by the grievant. The Public Safety Director/Designee shall issue a written response to the grievance within ten (10) days of submission.

Step III - Written/Township Supervisor

If the grievance is not resolved in Step II, a written Grievance will be forwarded to the Township Supervisor for his review within ten (10) days. The Supervisor will submit his written decision to the Union within ten (10) days of his receipt of the Grievance.

Step IV - Meeting

If the grievance continues to remain unresolved, the Union and Supervisor will meet within ten (10) business days from receipt of the Step III decision. The Supervisor must then render a decision, in writing, within five (5) business days from date of meeting.

Step V - Arbitration

- A. Within ten (10) days of the Supervisors written decision in Step IV, the Union may apply for arbitration with the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), if it involves an alleged violation of a specific article and paragraph of the Agreement. The cost of arbitration shall be shared equally by the Parties. The Parties shall agree upon an arbitrator. The arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying, or varying in any way, the terms of this Agreement or applicable laws, rules, ordinances, statutes or regulations having the force and effect of law. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer.
- B. The grievance procedures contained in this Agreement shall, to the extent not inconsistent with the provisions of Act 267 of 1976, as amended, be conducted internally as a Township management/personnel issue and not in the context of a public meeting.
- C. It shall be the general practice of all Parties to process grievances during times which do not unreasonably interfere with employee's assigned duties.

- D. The Employer and the Union each agree not to withhold information necessary for resolution to the grievance.
- E. The Parties hereby agree that once an employee has elected to pursue a remedy by state or federal law for alleged conduct, which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure. Any grievance then being processed shall be deemed withdrawn by the Party filing.
- F. The Township shall not be required to pay back wages or benefits for more than ten (10) days prior to the date a written grievance is filed.

ARTICLE 15

DISCIPLINE AND DISCHARGE

- A. No Employee shall be disciplined except for just cause.
- B. Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct established by the Township, inefficiency or inability to perform assigned duties, excessive absenteeism, tardiness, failure to take a medical examination; dishonesty, or theft; insubordination; overt discourtesy to supervisors, visitors, residents or other Township employees; failure to work with supervisors and fellow employees in an acceptable manner; gross neglect of duty; intoxication; use of alcohol or drugs; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; assumption of supervisory authority of advising or directing employees to disregard the orders of supervision; bringing discredit to the Fire Department or Township.
- C. Discipline shall consist of the following levels:
 - 1. Oral Reprimand: An official warning to an employee that his/her conduct or performance is unacceptable, a written notation of which shall be maintained in the employee's personnel file.
 - 2. Written Reprimand: A written record of an employee's unsatisfactory conduct or performance which is included in the employee's personnel file.
 - 3. Suspension with Pay: An employee is not permitted to report to work for a specified period of time and receives pay for the time in question. Employee does not lose any benefits or seniority. This subject to the discretion of the Township Supervisor.
 - 4. Loss of Time Off: The elimination of some or all of an employee's available or prospective time off.
 - 5. Disciplinary Suspension without Pay: An employee is not permitted to report for work for a specified period of time and does not receive pay for the time in question.
 - 6. Discharge: An employee is involuntarily separated from employment with the Township.
- D. The listing of these disciplinary levels does not preclude the starting of disciplinary actions at a higher level when the seriousness of the incident warrants such discipline.

- E. The Parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his/her employment behavior short of discharge.
- F. In the event an employee is disciplined, suspended or discharged, the employee will be entitled to the presence of one (1) Union official, if the employee so requests.
- G. In imposing discipline, the Employer may take into account all written reprimands or other disciplines issued to the Employee within the prior two (2) year period, from date of discipline.
- H. Written reprimands for minor offenses, not resulting in disciplinary time off, shall be removed from the Employee's personnel file one (1) year subsequent to the date of such reprimand, provided that no like offense is committed by the Employee during that year.

ARTICLE 16

HEALTH AND FITNESS

- A. All employees will be required to submit to a physical examination every eighteen (18) months by a licensed medical physician selected by the Employer. The Employer shall be responsible for the cost of the physical examination.
- B. All employees must be fit-tested for a Self-Contained Breathing Apparatus (S.C.B.A.) and have no restriction on using the department S.C.B.A. Respirator. The Fire Department will administer fit-test or, at its option, pay to have the testing done.
- C. Department required physicals will be scheduled and completed while on-duty when possible. Department physicals may be scheduled while off-duty based on the availability of appointment dates from physician. When scheduled while off-duty, the Fire Fighter will receive overtime compensation for the documented time period of the appointment plus travel time. All physical examinations shall be in accordance with the National Fire Protection Association (NFPA) 1582 standards applicable to members (not candidates).
- D. In case of conflicting medical opinions, the Township's physician and employee's Physician shall choose a third Physician whose opinion will be final and conclusive.
- E. Detailed physical reports will be shared only between the selected doctors and the individual patient/Fire Fighter. All HIPAA guidelines will be followed and a signed HIPPA letter will be utilized to prevent improper distribution of personal medical information.

The Township and Fire Administration will only be notified that the candidate is or is not fit for duty. If the patient/Fire Fighter is deemed un-fit for duty, further testing will be conducted as outlined in Paragraph C.

ARTICLE 17

WAGES

- A. The Parties agree that all new employees will be hired at Level 1 Fire Fighter.

- B. All new Employees hired after December 1, 2018 must have and maintain the following requirements as a minimum:
1. Unrestricted Michigan Driver's License
 2. MFFTC, Fire Fighter I and II Certification
 3. MFFTC HAZMAT Awareness & Operation Certification
 4. EMT Certification
- C. All Shift Lieutenants must have the following requirements as a minimum:
1. Incident Command
 2. Michigan Fire Fighter Training Council Fire Officer I Certification
- All Shift Captains must have the following requirements as a minimum:
1. Incident Command
 2. Michigan Fire Fighter Training Council Fire Officer I and II Certification
- D. All certification and licenses must be maintained at all times of employment.
- E. Employees will advance one level after completion of each year.
- F. Fifty-six (56) hour week, yearly pay scale does include three (3) hours of overtime at one and one half (1.5) times pay.
- G. In the event a new position is created for a full-time employee within the bargaining unit, both Parties agree to reopen this article of the contract to determine wages for such position.
- H. Wage Schedule

Firefighter

| | 7/1/2018 | 1/1/2019 | 7/1/2019 |
|--------|-------------|-------------|-------------|
| YEAR 1 | \$37,375.00 | \$37,375.00 | \$37,375.00 |
| YEAR 2 | \$42,336.50 | \$42,336.50 | \$42,336.50 |
| YEAR 3 | \$47,298.00 | \$47,298.00 | \$47,298.00 |
| YEAR 4 | \$52,259.50 | \$52,259.50 | \$52,259.50 |
| YEAR 5 | \$58,937.63 | \$60,705.79 | \$62,526.96 |

| 7/1/2018 | 1/1/2019 | 7/1/2019 |
|----------|----------|----------|
| \$12.50 | \$12.50 | \$12.50 |
| \$14.16 | \$14.16 | \$14.16 |
| \$15.82 | \$15.82 | \$15.82 |
| \$17.48 | \$17.48 | \$17.48 |
| \$19.71 | \$20.30 | \$20.91 |

Sergeant

| | 7/1/2018 | 1/1/2019 | 7/1/2019 |
|--|-------------|-------------|-------------|
| | \$62,473.89 | \$64,348.14 | \$66,278.58 |

| 7/1/2018 | 1/1/2019 | 7/1/2019 |
|----------|----------|----------|
| \$20.89 | \$21.52 | \$22.17 |

| | | | |
|-----------|-------------|-------------|-------------|
| Inspector | | | |
| | 7/1/2018 | 1/1/2019 | 7/1/2019 |
| | \$66,010.15 | \$67,990.48 | \$70,030.20 |

| | | |
|----------|----------|----------|
| 7/1/2018 | 1/1/2019 | 7/1/2019 |
| \$31.74 | \$32.69 | \$33.67 |

Based on
2080 hours

| | | | |
|------------|-------------|-------------|-------------|
| Lieutenant | | | |
| | 7/1/2018 | 1/1/2019 | 7/1/2019 |
| | \$66,010.15 | \$67,990.48 | \$70,030.20 |

| | | |
|----------|----------|----------|
| 7/1/2018 | 1/1/2019 | 7/1/2019 |
| \$22.08 | \$22.74 | \$23.42 |

| | | | |
|---------|-------------|-------------|-------------|
| Captain | | | |
| | 7/1/2018 | 1/1/2019 | 7/1/2019 |
| | \$69,546.40 | \$71,632.83 | \$73,781.81 |

| | | |
|----------|----------|----------|
| 7/1/2018 | 1/1/2019 | 7/1/2019 |
| \$23.26 | \$23.96 | \$24.68 |

*From highest Fire Fighter Level

- I. No current Employee shall incur any loss of wage pursuant to the above.
- J. Sergeants will be paid six percent (6%) over the highest paid Fire Fighter personnel.
- K. Lieutenants and Fire Inspectors will be paid twelve percent (12%) over the highest paid Fire Fighter personnel.
- L. Captains will be paid eighteen percent (18%) over the highest paid Fire Fighter personnel.

ARTICLE 18

HOURS WORKED AND OVERTIME

- A. Employees shall be paid during the same weekly or bi-weekly period established by the Employer for all employees of Chesterfield Township.
- B. Employees will have one (1) hour paid lunch, at the fire station that will be scheduled. If interrupted by an emergency call, lunch will continue after the emergency call.
- C. There will be two (2), fifteen (15) minute breaks per shift and they will be scheduled and can be interrupted by an emergency call.
- D. If, in the judgment of supervision, there exists an emergency or operational difficulty which requires overtime work, supervision may assign overtime as needed throughout the Department, and the employees assigned the overtime shall work it.

Overtime will be permitted when authorized by the Public Safety Director/Designee.

If twenty-eight (28) days' notice or more is given for taking a day off, which causes overtime, it will first be offered to members of this bargaining unit. Any time off requests received less than twenty-eight (28) days in advance can be filled with Part-time/Paid-On-Call employees.

Fill overtime shall be equalized among all full-time career personnel of the Fire Department without regard to rank, as long as there is one (1) full-time Officer on duty for that day.

The Officer in charge at headquarters shall keep an up-to-date list of Employees next on call for overtime on a departmental, as opposed to a station, basis. When Employees are called for overtime, it shall be so recorded and logged.

The Employee with the lowest amount of overtime hours shall be offered any overtime first. If the overtime calls for twenty-four (24) hours, then they will have the option to accept the whole twenty-four (24) hours, or take twelve (12) hours (07:00-19:00 or 19:00-07:00) of the offered twenty-four (24) hours.

If the Employee with the lowest amount of overtime takes only twelve hours (12), then the Employee with the next lowest amount of overtime will be offered the other twelve (12) hours. Both will be charged for twelve (12) hours.

If an Employee with the lowest amount of overtime turns down the offered overtime or does not respond, he/she will be charged that amount. If the Employee turns down twenty-four (24) hours and is not able to accept the twelve (12) hours or does not respond, he/she will be charged for twenty-four (24) hours.

The Officer in charge will allow the Employee a minimum of one (1) hour to accept or decline the overtime. If emergency overtime fill arises (i.e. no show, call in) the Officer in charge will allow the Employee fifteen (15) minutes to accept or decline the overtime.

The Officer in charge will continue down the overtime list until all of the hours have been filled.

When an Employee works overtime, he/she shall be paid at one and one-half (1.5) times his/her rate of pay.

Probationary Employees shall not be called for overtime, except for when all non-probationary Employees have turned down the offered overtime. After the Employee has completed their probationary period, he/she shall be placed on the appropriate overtime list on the basis of their seniority and charged an amount of hours then equal to the Employee with the most overtime hours plus one (1) hour.

If Employee is on short term disability, he/she will be continuously charged for the overtime that would have been offered to them. If the Employee is on long term disability, he/she will be removed from the overtime list and placed at the mid-point upon their return.

- E. There shall be three (3) permanent shifts, with an annual schedule posted. All shift personnel will work a fifty-six (56) hour average work week, twenty-four (24) hour shifts, this will give the Township coverage twenty-four (24) hours a day, seven (7) days a week. The regular work shifts for twenty-four (24) hour employees of this bargaining unit shall be a twelve (12) day rotation. Employees will be paid overtime at one and one half (1.5) times their hourly rate for any hours worked over fifty-three (53) hours.

The Fire Inspector will work a forty (40) hour work week, flexible to accommodate night and weekend meetings.

- F. Each Employee shall be at his/her designated work place ready for work at the scheduled starting time. Employee will be charged for any time late.
- G. The Township reserves the right to use Part-time/Paid-On-Call Fire Fighters for shift work. No Part-time/Paid-On-Call Fire Fighter may be allowed to perform any shift work duties under this Agreement while a member of this bargaining unit is laid off or if there are less than eighteen (18) full-time Fire Suppression employees and two (2) full-time Fire Inspectors employed, subject to the below.

The Parties agree that this Article will not be violated, as long as the Township budgets eighteen (18) Full-time Fire Suppression employees, two (2) Fire Inspectors and they act in a reasonable fashion to fill vacancies caused by retirement, termination, resignations, within one hundred and twenty (120) days per vacancy. Additional days may be added by mutual agreement if exigent circumstances exist.

Part-time/Paid-On-Call Fire Fighters will work under the supervision of Full-time Fire Suppression employees.

- H. All regular meetings, trainings and examinations shall be attended during normal work hours. Special trainings shall be used for specific reason or need. Subject, but not limited to (i.e., equipment manufacture, professional outside services or other outside agencies).
- I. Employees who must appear in Court for job related incidents shall be paid a minimum of two (2) hours overtime if not on duty and return any court compensation received to the Township. Proof of time must be given to the Public Safety Director/Designee.
- J. At no time will a Probationary Fire Fighter or Part-time/Paid-On-Call Fire Fighter be in charge of an on-duty crew, or act as the Officer in charge at an emergency response.

ARTICLE 19

HOLIDAYS AND HOLIDAY PAY

- A. The following days are designated Holidays. For the purposes of this Article, these Holidays shall be recognized on their observed date:

| | |
|------------------------|---------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| Presidents Day | Thanksgiving Day |
| Easter | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Independence Day | Day after Christmas |
| Columbus Day | |

- B. Full-time Employees shall be paid eight (8) hours straight time for each of the specified Holidays irrespective of whether or not the Employee actually works on such days. Payment for Holidays shall be made in January of the following year. In order to be eligible for such Holiday pay, the Employee must have been employed by the Township of Chesterfield on the date of each Holiday for which he/she requests Holiday pay. If the employee is scheduled to work the holiday and the employee calls in sick, he/she will not be eligible for holiday pay, for that particular holiday.

- C. If a full-time Employee is scheduled to work on a specified Holiday, he/she shall receive the Employee's regular rate of pay at time and one half (1.5) for all hours worked in addition to Paragraph B above. If an employee is called in to or held over to work a shift they were not normally scheduled to work, the employee will receive pay, at a rate double their normal rate, for all holiday hours worked during the period for which they are called in.

ARTICLE 20

VACATIONS/PERSONAL TIME

- A. All bargaining full-time Employees will earn paid vacations as follows:

| | |
|---|---------|
| After 1 year of service | 5 Days |
| After 2 years of service, but less than 5 years | 10 Days |
| 5 years of service, but less than 10 years | 15 Days |
| 10 years of service and over | 20 Days |

An Employee earns his/her vacation entitlement on the Employee's Anniversary Date of Employment.

- B. Employees shall be paid off annually for all unused vacation time on an hour-for-hour basis, i.e., one (1) hour of pay for each one (1) hour of unused vacation. The payout shall be made no later than fifteen (15) calendar days after the employee's anniversary date for the year preceding his/her anniversary date, and the payout shall be made at the employee's hourly rate of pay in effect at the time of the payout.

In the case of death or retirement under the MERS Pension Plan, an employee with unused vacation time will be paid to the employee or his/her beneficiary or estate.

- C. Vacations will be scheduled in December of each year. A rotation shall be enacted based upon seniority, within each shift allowing each employee to select six (6) of their vacation days. After all Employees of said shift have had a first opportunity, a second final round will be used to determine all remaining vacation days, again based on seniority. It is the responsibility of each shift Captain or his/her designee to complete this rotation prior to December 31, in order to allow time for the Employer to schedule shift coverage.
- D. Vacation requests not submitted in December will be approved or disapproved on a first-come, first-serve basis, and must be submitted at least fourteen (14) days in advance.
- E. If an Employee wishes to cancel approved vacation, it must be done at least one (1) day prior to the time in question, in writing.
- F. No more than two (2) Employees per shift may be on a vacation and/or personal leave at the same time. Exceptions to these requirements may be granted by the Public Safety Director/Designee. Vacation time must be taken in four (4) hour increments.
- G. Seniority employees shall be granted seventy-two (72) hours on January 1st each year. Personal time will not be canceled, and will not be denied provided that no more than two (2) employees per

shift may be off on vacation and/or personal leave at the same time. Should a member not take their personal time, these hours may be carried over for three (3) months.

- H. Probationary employees will be given twelve (12) hours personal time after ninety (90) days and twelve (12) hours more after six (6) months. After probation, each employee will be pro-rated personal and sick time for the remainder of current year.

ARTICLE 21

BEREAVEMENT LEAVE

- A. Forty (40) hour Employees will receive five (5) days off and fifty-six (56) hour Employees will receive three (3) duty days off, with pay, for bereavement of the Employee's spouse, children, natural mother, natural father, brother and sister.
- B. Forty (40) hour Employees will receive three (3) days off and fifty-six (56) hour Employees will receive two (2) duty days off, with pay, for bereavement of the Employee's father/mother in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, step-children, grandparent, step-grandparent, grandchildren and step-grandchildren.
- C. In the event of a death of an Employee's mother, father, children, brother, sister or spouse, or to attend an out-of-state funeral, the Employee may use, upon request, vacation, personal or sick time.

ARTICLE 22

UNIFORMS - EQUIPMENT

- A. The Employer shall provide new Employees with the "initial uniform issue". For purpose of this Article, the phrase "initial uniform issue" shall include the following:

Full-Time Fire Department Employee

- 3 pair of pants and one belt
- 3 long sleeve shirts
- 3 short sleeve shirts; 1 name tag
- 1 uniform badge
- 1 jacket badge
- 1 jacket
- 1 pair of boots; 3 polo shirts
- 3 tee shirts
- 1 denim duty work shirt

Selection of the above listed items shall be within the sole discretion of the Public Safety Director/Designee and each Employee shall be obligated to wear those items of initial uniform issue selected and approved by the Public Safety Director/Designee.

- B. The Employer shall be obligated to purchase the "initial uniform issue" and such property shall remain in the property of the Employer. Upon the Employee's termination of employment with the

Employer, he/she shall return all property of the Employer and the Employee hereby agrees that his/her last paycheck shall be withheld until such time as the property is returned. The Employee shall be responsible for the replacement of the above listed items within the first year period after issuance by the Employer. The items listed above shall not be automatically replaced at the end of said one (1) year period but rather, shall remain in service until replacement is deemed appropriate by the Public Safety Director/Designee. In the event of such damage or destruction in the line of duty, the Employer agrees to repair or replace such property consistent with the provisions of Paragraphs A. and B. of this Article.

- C. Subsequent to the "initial uniform issue", effective December 1, 2018, after one (1) year of service, a seven hundred dollar (\$700.00) annual uniform allowance will be paid on the second accounts payable run, included in the W-2 wages to each seniority employee the 2nd pay period in December, each year of the Agreement.
- D. When reporting for or leaving duty, dress may be of personal choice. No person shall wear their uniform before or after hours where it would discredit the Fire Department or Township.

An Employee, upon assuming duty, shall be clean shaven, be in a clean and neat prescribed work uniform and subject to inspection by the supervisor in charge.

Work and dress uniform regulations shall be promulgated as work rules by the Public Safety Director/Designee and as such may be amended or modified from time to time by the Public Safety Director/Designee, with the cost to be borne by the Township.

- E. The Employer shall provide fire-fighting equipment for Employees as required by law. Selection of fire-fighting equipment shall be within the sole discretion of the Public Safety Director/Designee and each Employee shall be obligated to wear those items of initial set of fire-fighting equipment selected and approved by the Public Safety Director/Designee.

ARTICLE 23

DISABILITY - SICK TIME

- A. The Township shall provide both short and long term disability insurance outlined in Article 25.
- B. All members of the bargaining unit may, at the discretion of the Public Safety Director/Designee, be medically evaluated prior to being reassigned to duties after an illness/injury needing medical attention and/or an operation requiring hospitalization. If an employee fails to pass the physical examination as determined by the Township physician, the employee will not be permitted to return to work.
- C. Employees will have one hundred and twenty (120) hours of sick time. It will be taken in minimum of four (4) hour blocks.

Sick time will be utilized only for the Employee in the event of illness or injury. Unused sick time will be paid in January of the following year.

The Employer shall provide an answering machine for Employees to phone in that cannot make it to work. The Employee must call-in within sixty (60) minutes of their work starting time.

In case of death or retirement of an employee, under the MERS pension Plan, the Employee will be paid any sick time accrued, based on one (1) day per month, to the Employee or his/her beneficiary.

- D. When an Employee's absence is for two (2) or more continuous work days because of illness or injury, the Employee must file a Physician's Certificate to verify the sickness or injury that prevented the Employee from working, stating that in the Physician's opinion, the Employee is sufficiently recovered to return to work with no restriction. The Public Safety Director/Designee may also require such a Physician's Certificate for future uses of leave for illness or injury from any Employee.

If there is a pattern of sick time abuse, the Public Safety Director/Designee has the right to request a physician's certificate to verify sickness.

A Physician's Certificate must contain the signature of the Physician, and must state the nature of the sickness or injury. Employees who fail to file Physician's Certificates under this policy will have disciplinary action taken against them.

ARTICLE 24

EDUCATION

- A. The Employer shall pay for any license or certification an Employee must attain and maintain.
- B. Employees that are required to attend mandatory classes or seminars, not available to the employee when on duty, will be paid overtime.
- C. Employees who possess a college degree in Fire Science, Public Administration or other job-related curriculum, from an accredited university, shall receive an annual educational incentive. This incentive will be paid each January of the following year, beginning in January of 2019 and moving forward, at the following rates.

| | |
|-------------------------------------|----------------|
| Associate Degree or 60 credit hours | 1% of base pay |
| Bachelor Degree | 3% of base pay |
| Master Degree | 5% of base pay |

ARTICLE 25

INSURANCE BENEFITS

- A. Insurance Benefits (general provisions):
 - 1. Only full-time employees and their eligible dependents will be eligible for Insurance Benefits provided under this Article.

Full-time employees whose spouse is also employed full-time by the Employer or who is a retiree of the Employer will be entitled to only one (1) medical, prescription drug, dental and vision plan for both employee(s)/retiree and eligible dependents. Such employee(s)/retiree shall not be eligible for the insurance waiver payment.

2. Full-time employees may elect to cover their current spouse on the Employer's medical, prescription drug, dental and vision plans.

Full-time employees may elect to cover their eligible children up to the age twenty-six (26) on the Employer's medical, prescription drug, dental and vision plans. Supporting documentation must be provided to Human Resources as requested.

3. Full-time employees and their eligible dependents will be covered on the first day of the month following thirty (30) days of continuous employment for the Employer's, medical prescription drug, dental and vision plans as well as life insurance.

B. Medical and Prescription Drug Plan:

1. Effective January 1, 2019, the Employer shall provide the medical plan options as attached in Appendix A, or its substantial equivalence. The Employer agrees to contribute to a qualified Health Savings Account (HSA), 50% of the Plan's deductible in January of 2019. No HSA funding contribution will be made for 2018 calendar year. The 80/20 rule and Hard Cap rule of PA 152 will not apply to members of this bargaining unit for 2018 and 2019. Employees may elect to contribute to the HSA within the IRS established limitations.
2. Full-time employees who elect not to participate in the Employer's medical and prescription drug plans and who have coverage elsewhere shall receive a monthly insurance waiver payment of one hundred and sixty six dollars (\$166.00) for a single contract and three hundred and thirty three dollars (\$333.00) for a two (2) person/family contract. The insurance waiver will be paid in the employee's regular paycheck.
 - a. Full-time employees shall establish proof of their eligibility to receive the insurance waiver payment.
 - b. Full-time employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Employer's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.
3. Coverage for an Employee provided in this Article shall terminate upon the layoff, or termination of employment, except as provided in Article 26. The Township will continue coverage as provided under this Article for bargaining unit employees off work due to an on-duty disability for twenty-four (24) months, and due to a non-duty disability for twelve (12) months, and which coverage shall not be discontinued during the time period the employee has a pending application for a disability pension.

C. Dental Plan:

The Employer shall provide a dental plan to full-time employees and their eligible dependents as outlined in Appendix A, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are an IRS claimable dependent.

D. Vision Plan:

The Employer shall provide a vision plan to full-time employees and their eligible dependents as outlined in Appendix A, or its substantial equivalence. Dependents ages 19-26 may be eligible for vision coverage if they are an IRS claimable dependent.

E. Life Insurance/AD&D:

The life insurance benefit provided by the Employer shall be fifty thousand dollars (\$50,000) with Accidental Death and Dismemberment double indemnity coverage.

F. Short Term Disability: Full-time employees covered by this Agreement will be provided a Short Term Disability program with a forty (40) hour elimination period and a 66.67% weekly benefit not to exceed one thousand and one hundred dollars (\$1,100). The provider shall be determined by the Employer. The cost for this Short Term Disability coverage will be paid by the Employer.

G. Long Term Disability: Full-time employees covered by this Agreement will be provided a Long Term Disability program upon the expiration of Short Term Disability benefits with a 66.67% monthly benefit not to exceed five thousand dollars (\$5,000) per month. The provider shall be determined by the Employer. The cost for this Long Term Disability coverage will be paid by the Employer.

H. Part-time employees shall not be eligible for Employer's medical, prescription drug, dental and vision plans, short term disability, long term disability, and life insurance during employment and/or retirement.

I. A Health Care Task Force Committee will be established, consisting of representatives from the Employer and the Union for the purposes outlined below:

1. To receive and review information pertaining to medical, prescription drug, dental and vision plans covered in this Agreement.
2. To meet and discuss medical, prescription drug, dental and vision plans, prior to the Employer's implementation of substantially equivalent changes, as noted in this Article, including but not limited to plan provider/carrier changes.

ARTICLE 26

RETIREMENT AND RETIREE INSURANCE

A. For full-time employees hired into the Township prior January 1, 2018:

1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 6-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two (2%) percent employee contribution.
2. Based upon length of service at the time of retirement, an Employee with at least fifteen (15) years of full-time service and age fifty-five (55), or a duty disability/death pension (regardless of age/service), is eligible for and will receive full retiree medical and prescription benefits including dental and optical coverage for the retiree, spouse at the time of retirement, and eligible

dependents (as determined by the Employer) of the retiree. Coverage shall terminate upon the re-marriage of the surviving spouse.

3. An Employee who retires from the Township under the MERS pension plan and is receiving MERS retirement payments, including a duty disability/death pension, will be eligible for medical and prescription benefits including dental and optical coverage from the Township as described in Paragraph 2, above. For an employee hired into the Township prior to January 1, 2010, the Employer will provide the same coverage to eligible retirees as they had upon retirement, including HSA funding as provided under the contract, until such time as the retiree is eligible for the Medicare Program.

For an employee hired into the Township after January 1, 2010, the Employer will provide the same coverage as active employees, including any future negotiated changes at the Employer's discretion, until such time as the retiree is eligible for the Medicare Program. Employees hired into the Township after January 1, 2010, will have the ability to voluntarily elect to have his/her retiree healthcare governed by Paragraph B.2. below and receive a five thousand and four hundred dollar (\$5,400) contribution to that Plan for each year of prior Township service, then the contribution amounts in Paragraph B.2. will apply for future Township service. These employees must make this election by December 31, 2018. For these employees who have elected this option, they will be eligible for the Medicare Program as described below.

For Paragraph 3, above, retirees and/or their eligible spouse shall apply and participate in the Medicare Program, when eligible, and must obtain parts A & B at their cost. At that time, the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with the Medicare Program. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage. Dental and optical coverage will continue to be provided at the Township's cost for the retiree and eligible spouse.

4. Upon retirement of an Employee from employment with the Employer, until his or her death, the Employer will continue group life insurance coverage in the amount of fifteen thousand dollars (\$15,000) for the retiree only.
5. A retiree, who elects not to participate in the Employer's medical and prescription drug plans and who does have coverage elsewhere, shall receive an annual insurance waiver payment of two thousand dollars (\$2,000) for a single contract, and four thousand dollars (\$4,000) for a two-person/family contract. The retiree shall only be entitled to receive the insurance waiver payment until they are enrolled in the Medicare Program. At that time, eligibility will cease.

B. For full-time employees hired into the Township on or after January 1, 2018:

1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 10-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two (2%) percent employee contribution.
2. Will not be eligible for or receive any Employer provided retiree medical, prescription drug, dental coverage, vision coverage and life insurance. The eligible employee, however, shall receive one hundred dollars (\$100) per pay period deposited by the Employer into the Defined Contribution Retirement Plan, or another savings vehicle, as determined by the Employer with the annual amount not to exceed two thousand and six hundred dollars (\$2,600) per year. Employees shall be immediately vested in these Employer contributions.

3. In the event of a duty death of an employee, the surviving spouse and dependents at the time of death shall be provided retiree healthcare as set forth in Article 26, Paragraph A.3, under the following conditions: 1) it will cover the spouse and dependents at the time of the duty death; 2) during the period when they are eligible, the spouse and eligible dependents(s) will be provided the same health insurance and prescription drug coverage provided to active employees, as may change due to mirroring; 3) a spouse will not be eligible to receive benefits under this provision if they are eligible to receive equivalent health insurance benefits under any other health insurance plan offered by another employer; 4) upon Medicare eligibility, the survivor spouse shall be required to enroll in Medicare, and these benefits shall cease.
4. In the event a duty disability pension is granted on account of an injury or disease arising out of and in the course of his or her Township employment, the retiree, spouse and dependents shall be provided retiree healthcare as set forth in Article 26, Paragraph A.3 under the following conditions: 1) it will cover the duty disability retiree and their spouse and dependents at the time they were determined to be eligible for duty disability retirement only; 2) during the period when they are eligible, the member and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring; 3) a member will not be eligible to receive benefits under this provision if they or ~~are~~ their spouse are eligible to receive equivalent health insurance benefits under any other health insurance plan offered by another employer; 4) upon Medicare eligibility, the member shall be required to enroll in Medicare, Parts A & B and will be enrolled in supplemental coverage.

ARTICLE 27

WORKERS' COMPENSATION

- A. Each Employee shall be covered by applicable Michigan Workers' Compensation Laws as amended from time to time. Any Employee who becomes injured during the performance of the Employee's duties shall report the injury immediately to the Public Safety Director/Designee and fill out forms provided by the Employer.
- B. In the event an Employee suffers a duty-related death, the Employer shall provide benefits to the Employee's spouse and dependents, until the spouse remarries. The benefits will include health insurance plan equal to or greater than current coverage.
- C. The Employer agrees to continue all insurance and other benefits during the period of time the Employee is disabled. The benefits provided by this Article are limited to pension benefits, insurance benefits, disability benefits and any co-payment insurance obligations if provided for in the specific insurance plan.
- D.
 1. The Employer shall provide and assume the premium for Workers' Compensation and Liability Insurance in accordance with the Statute.
 2. Township Employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the Township, which bodily injury totally incapacitates such Employee from performing their normal employment, shall be entitled to disability compensation upon the following basis, and subject to the following provisions:

- a. The Employee must be eligible for and receive Workers' Compensation on account of such bodily injury.
 - b. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
3. Any Employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury, with the Public Safety Director/Designee on the day such injury occurs, or if physically unable to do so because the nature of the injury, then a physician's report in writing, relating to such injury, shall be filed with the Public Safety Director/Designee within one (1) week from the date of the injury. The report shall be made upon the form furnished by the Township of Chesterfield, and when received by the Public Safety Director/Designee, shall be transmitted forthwith to the Office of the Township Supervisor and Township Human Resources Department.
 4. The Employee shall furnish to the Human Resources Department a written medical certificate which includes a description of the injury and, to the extent medically possible, the period of incapacity, as well as periodic written progress reports upon request.
 5. Compensation received by an Employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such Employee from performing any available Township employment, shall be paid on the following basis:
 - a. The compensation received by such Employee under the Workers' Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of six (6) months from date of incapacitating injury. Said employee shall continue to receive their regular paycheck from the Township and will sign over all workers' compensation checks to the Township immediately upon receipt. At the end of said six (6) month period, the Township Supervisor and Public Safety Director/Designee shall review the disability status as determined by the Workers' Compensation Medical Authority of the injured Employee to determine if up to an additional six (6) month extension shall be granted dependent upon the physical condition and ability of the Employee to perform his/her regular job. In no event shall the period for supplementation under this provision exceed two (2) years from the date of the incapacitating injury. If disability exists at the end of the two (2) year period, the Employee shall seek to become eligible for coverage under the appropriate disability provision of the insurance or MERS plans. Employees receiving disability compensation hereunder shall continue to accrue Longevity Benefits and education Benefits on the same basis as full time Employees on the active payroll. Employees may elect to carry over, rather than receiving payment at the year end, any unused vacation and sick leave should they remain on disability leave for an extended period of time.

ARTICLE 28

REPAIR OR REPLACEMENT OF DAMAGED OR DESTROYED PROPERTY AND CLOTHING

- A. In his sole discretion, the Public Safety Director/Designee or Township Supervisor may approve reimbursement up to two hundred dollars (\$200) for repair or replacement by the Employee for lost or damaged personal property while on fire-fighting duties. This would be less any amount

recoverable by the Employee through any insurance policy. Under no circumstance will a claim be considered if loss or damage is incurred by reason of negligence or poor judgment by the Employee.

- B. The burden of proof of such damage or loss must be carried by the Employee. Each occurrence will stand on its own merit. Cost of replacement or repairs will be audited and approved by the Public Safety Director/Designee.

ARTICLE 29

DUTY - RELATED LEGAL ACTION

- A. When any claim is made, or any civil action is commenced, against an Employee for actions taken by the Employee in the performance of his/her duties and while in the course of his/her employment while acting within the scope of their authority, the Township shall provide and furnish appropriate legal representation.
- B. The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the Employee as the result of any civil action for personal injuries or property damage caused by the Employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the Employee, pay, settle, or compromise the judgment. Provided that exempt from the application of this provision is any conduct or action of an Employee who is under the influence of intoxicants or illegal drugs. The Employer will make the selection of the attorney or attorneys to represent Employees in any particular matter. Anything in this Article to the contrary notwithstanding, the Employer's obligation to indemnify the Employee or pay, settle or compromise any judgment rendered against the Employee shall be limited to the extent of the Employer's insurance coverage.
- C. The Employer agrees to hold harmless and indemnify all Employees covered by the Collective Bargaining Agreement from all reasonable attorney fees, costs or expenses incurred as a result of criminal charges arising out of their employment (in accordance with Paragraph B. of this Article).

The Employee shall be entitled to an attorney of his/her choosing for representation in criminal charges arising out of his/her employment. The Township shall reimburse the Employee for reasonable attorney's fees and costs in the defense of the criminal charge. If the Employee is found not guilty of the original charge or a lesser included offense or the charges are withdrawn or dismissed with prejudice.

ARTICLE 30

RESIDENCY REQUIREMENTS

No Residency Requirements.

ARTICLE 31

JURY DUTY

- A. Full-time Employees who are required to appear for jury duty at a time they are scheduled to work shall receive the necessary time off with pay. The Employee will turn over to the Employer that compensation received for their jury duty. An Employee who is required to appear for jury duty will immediately report back to work each day when released from jury duty.
- B. In order to receive payment under this Article, an Employee must give the Public Safety Director/Designee, prior notice that he/she has been summoned for jury duty as soon as the Employee is notified. Employee must also furnish satisfactory evidence that jury duty was performed on those days and times for which he/she claims such payment.

ARTICLE 32

UNPAID LEAVE OF ABSENCE

- A. The Employer may grant, at its discretion, an unpaid leave of absence.
- B. The terms of this Article shall be interpreted consistent with the Family and Medical Leave Act (FMLA). An Employee taking the Family and Medical Leave must use all paid leave time (vacation, personal, etc.) prior to being eligible for the remainder of the unpaid leave provided under FMLA.
- C. To return from an unpaid leave of absence for medical reasons, an Employee must provide a statement from a physician that releases the Employee to come back to work.
- D. Military Leave shall be in conformance with applicable Federal Laws.
- E. During the absence of an Employee inducted into the Armed Services of the United States, the Employer may hire a temporary employee to perform the duties of the absent Employee, which temporary employee will be terminated upon return of the absent Employee.
- F. Any unpaid leave of absence after two weeks does not accrue seniority.
- G. Seniority shall not be earned for time spent on leave of absence without pay after two weeks.

ARTICLE 33

LONGEVITY PAY

In addition to the Employee's regular salary, an Employee hired prior to January 1, 2011 shall receive longevity, which is based upon an Employee's continuous years of service. Starting on the anniversary of hire date, longevity shall be payable December of each year based on the hourly rate times two thousand and eighty (2,080) for forty (40) hour employees and two thousand, nine hundred and twelve (2,912) for fifty-six (56) hour employees.

| | |
|-----------------------------------|----|
| Third & Fourth Year | 1% |
| Fifth through Ninth Year | 4% |
| Tenth through Fourteenth Year | 5% |
| Fifteenth through Nineteenth Year | 6% |
| Twenty Years & up | 7% |

Each eligible employee hired after January 1, 2011, upon completion of six (6) continuous years of service with the Township as of the anniversary date of employment, shall be entitled to the annual longevity payment indicated:

Years of continuous service with the Township, flat longevity amount of:

| | |
|-----------------------------|------------|
| Sixth through eleventh year | \$ 500.00 |
| Twelfth year and up | \$1,500.00 |

An employee shall be entitled to receive full longevity pay as set forth above if the employee performs work for one thousand and four hundred (1,400) regular work hours during the calendar year.

An employee shall be entitled to receive one half (1/2) of their longevity pay as set forth if they perform work for seven hundred and sixty (760) regular work hours in the calendar year. An employee who works less than seven hundred and sixty (760) hours will receive no longevity benefits for that year.

Regular work week includes benefit time, including compensatory time, sick hours, vacation time, paid bereavement time, approved workers' compensation benefits, and paid personal leave days.

ARTICLE 34

GROOMING POLICY

The Chesterfield Fire Department recognizes its frequent contact with the public and recognizes the public good and the need for maintaining its favorable and professional image with the public and the citizenry; therefore the grooming standards are as follows:

Grooming Standards

A. Head Hair

1. Hair will be clean and neatly groomed. The length and the style of the hair shall not be so excessive, eccentric, or extreme, that it:
 - a) Will not interfere with the proper placement and usage of uniform cap, helmet, and facemask, or other firefighting equipment.
 - b) Will not present a ragged or unkempt appearance.
 - c) Will not present a safety hazard with respect to firefighting to duties.
 - d) Will not be exposed during firefighting activities.

- e) Will not cause undue attention or appear unprofessional to determine the essential respect of the citizenry.
- 2. Hair coloring must look natural (unnatural hair coloring such as green, purple, blue, etc. are not permitted).
- 3. Hair sculpturing and "carving" is not allowed.
- 4. Males:
 - a) Hair, when combed, brushed, picked, blown, teased, or otherwise worn, will not exceed two inches (2") in height.
 - b) Hair, when combed, or otherwise worn, will not extend below the midpoint of the uniform shirt collar of a properly worn uniform shirt.
 - c) Hair, when combed, brushed, or otherwise worn will not fall farther than the middle of the ear.
- 5. Females:
 - a) Hair length must be such that it may be managed and completely covered by a protective hood. It must not interfere with donning an SCBA, wearing a face piece helmet, or fire service cap.
 - b) Only pins, combs, or barrettes that are similar in color to the individual's hair color may be worn.

B. Sideburns

- 1. Sideburns shall not interfere with the proper placement and usage of face masks and other firefighting equipment.
- 2. Sideburns will be neatly trimmed and close to the face so that they:
 - a) Do not protrude or are grown thick to create an imperfect seal when the face mask is worn or used, or
 - b) Do not interfere with proper placement and usage of other firefighting equipment.
- 3. Sideburns shall not be more than one inch wide.
- 4. Sideburns shall not extend below the bottom of the earlobe.
- 5. The base of the sideburns shall be a clean-shaven, horizontal line.

C. Facial Hair

- 1. Members of the department shall be cleanly shaven when reporting for duty.

2. Beards, goatees, and chin whiskers of any type will not be permitted to:
 - a) Ensure that facial hair will not interfere with the proper placement of face masks and any other firefighting or lifesaving equipment.
 - b) Ensure that facial hair will not interfere with the administration of mouth-to-mouth resuscitation or other first aid or lifesaving procedures.
3. Mustaches that do not interfere with the proper placement and usage of a facemask, other firefighting equipment or the administration of mouth-to-mouth resuscitation or other lifesaving procedures are permitted but must conform to the following:
 - a) Mustaches will be neatly trimmed.
 - b) Mustaches shall not cover any portion of the upper lip.
 - c) Mustaches shall not extend horizontally over one-half inch (1/2") beyond the corners of the mouth.
 - d) No portion of the mustache extending beyond the corners of the mouth shall extend upward or fall below a line parallel with the bottom of the lower lip.

4. Accessories Badges/Pins

All badges and pins worn with the department uniform shall be issued by or sanctioned by the Fire Department.

5. Earrings/Necklaces/Other Jewelry

- a. Uniformed male personnel shall not be permitted to wear earrings of any type while on duty.
- b. Uniformed female personnel are permitted to wear post-type earrings that are no more than a 1/8 inch in diameter, one per ear lobe. Earrings that protrude more than a 1/8 inch or dangle below the ear lobe shall not be permitted.
- c. No rings other than a single wedding ring.
- d. No other jewelry is sanctioned by the department except a simple wristwatch.

6. Fingernails

Nails will be kept clean and will be groomed so as not to extend beyond the tips of the fingers. Only clear or transparent natural color nail polish is allowed.

7. Makeup

Wearing makeup that would portray anything other than the natural skin colors and natural look is not permitted.

8. Tattoos/body art/body piercing

No visible body art or piercings are allowed at any time.

9. While on duty, all personnel shall maintain a professional image including wearing the appropriate clean and pressed uniform.

ARTICLE 35

DRUG POLICY

In accord with the Parties desire to provide a drug free work place, the following standards and procedures are established:

A. REASONS FOR TESTING:

1. The Employer's program includes the following:
 - a. Return to Work: Testing an Employee who has been off work for over thirty (30) calendar days.
 - b. As part of physical.
 - c. 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.
 - d. Follow-up: Testing as part of counseling or rehabilitation.
2. Orders for testing will come from the immediate supervisor. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.
3. An Employee who refuses to submit to a drug test in accord with this policy shall be permanently removed from the Employer's service.

B. TESTING PROCEDURE:

Procedure shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.

1. Completion of Testing Form:
 - a. The Employee may be asked by the collection facility to furnish only such information in writing as is necessary to ensure the integrity of the specimen collected, including information verifying the identity of the Employee and, if possible, identifying any prescription or nonprescription medication or alcohol recently ingested by the Employee.

- b. A multi-part numbered form consisting of identification information and other data, including numbered specimen identification labels, shall be completed at the collection facility.
- c. A copy or photocopy of the Laboratory Testing Form, completed and containing the same number as the master record and specimen labels, shall be given to the Employee on completion of the specimen collection procedure.

2. Collection of the Sample/Specimen:

- a. Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluids will be supplied by the testing laboratory for urine collection. The Employee may reject any container he or she feels has been contaminated.
- b. Privacy Area: Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the specimen and freedom from adulteration. The Employee may choose to be witnessed by the facility representative of the same sex while submitting a specimen. If the Employee chooses not to be witnessed, the collection site person shall ask the individual to remove any unnecessary outer garments that might conceal items or substances that could be used to tamper with or adulterate his or her urine specimen. Also, all personal belongings must remain with the outer garments; a secure area for valuables and firearms will be provided. The Employee shall be instructed to wash and dry his or her hands prior to submitting the required specimen.

The volume of the specimen must be at least 60 mls for the screening test and confirmation test. The Employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen and a second specimen if requested. Site personnel shall determine if the specimen contains at least 60 milliliters of urine.

A second test may be requested only if the first specimen is suspect because of adulteration or not a genuine sample. The Employee will not be unreasonably delayed.

- c. Both the Employee being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The collected specimen shall be deposited by the collection site person into a storage container. The cover will then be secured and sealed with a tamper-proof tape by the collection site person and witnessed by the Employee being tested. After the specimen has been provided to site personnel, the individual shall be allowed to wash his or her hands. The label will be signed by the site person, and if so desired, by the Employee, with date and time noted, and secured to the container. The storage container should then be placed into a plastic bag along with a "chain of custody record" with appropriate entry and the plastic bag will be sealed with plastic evidence tape.
- d. The sealed plastic bag containing the specimen storage container will be placed in a locked refrigerator utilized only for storage of specimens to be tested. A log book shall be kept of anyone who enters the refrigerator.

3. Laboratory Procedures:

- a. An employee of the testing laboratory shall remove the sealed plastic bag from the refrigerator at the collection facility, verify the integrity of the bag and transport the sealed

plastic bag to the testing laboratory, where the date, time, name and signature of the receiving person is entered on the chain of custody record. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facility and capability, onsite, of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested.

The testing laboratory shall maintain a chain of custody record of any individual handling or testing an Employee's specimen.

b. Lab Test:

- i. The initial screening test will be of the RIA or EMIT type positive. If a result is obtained, a confirmation test will then be conducted.
- ii. A confirmation or follow-up test will be of the Gas Chromatography/mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.
- iii. In determining whether a test result is positive, the laboratory shall use the following cut-off levels:

| | | Initial Test <u>Level</u> | Confirmatory Test <u>Level</u> |
|-----|----------------------|---------------------------------|--------------------------------------|
| (1) | Amphetamines | 1000 ng/ml | 500 ng/ml |
| (2) | Barbiturates | 300 ng/ml | 200 ng/ml |
| (3) | Cocaine Metabolite | 300 ng/ml | 150 ng/ml |
| (4) | Marijuana Metabolite | 100 ng/ml | 15 ng/ml |
| (5) | Opiates | 300 ng/ml | 300 ng/ml |
| (6) | Phencyclidine (PCP) | 25 ng/ml | 25 ng/ml |

The Union will be notified of any changes in cut-off levels which are set in accordance with levels determined by the Michigan Law Enforcement Training Council.

c. On Completion of all testing:

- i. A signed, dated, timed and contemporaneously written report from the laboratory must be submitted to the collection site within one (1) week of the test. Upon request, the report shall be made available to the employee by the Human Resources Department.
- ii. Negative specimens will be discarded. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for two (2) years.
- iii. If the test is positive, the Employee may request, and shall be furnished, the information available regarding:
 - (a) The type of test conducted;
 - (b) The results of the test; and

- (c) The cut-off level of the methodology employed.

The Employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the sample be sent to another independent testing facility (following the same chain of custody and cut-off levels outlined in this policy) for retesting. If the subsequent test is positive, the cost would be borne by the requesting Employee. If, however, the subsequent test is negative, the Employer shall bear the cost of the second, independent test. The remaining preserved specimen will be frozen and properly secured in a long term locked storage area for a period of two (2) years. The chain of custody record, and all other reports pertaining to the test, will be kept by the testing laboratory for two (2) years. The chain of custody records will upon request be provided to employees testing positive.

4. Choice of Collection Facility and Testing Laboratory:

In the event the Employer wishes to change the current collection facility or testing laboratory, the procedures utilized in any subsequent collection facility or testing laboratory shall be as specified elsewhere in this Agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Union will be informed and shall be given the opportunity to inspect any new facility or laboratory.

5. Review Committee:

A Review Committee including the President of Union or a designated representative shall be formed by the immediate supervisor to review the Township's Drug Testing Program on an ongoing basis and to make recommendations to the immediate supervisor.

C. CONSEQUENCES OF VIOLATING THE EMPLOYER'S DRUG POLICY:

Disciplinary action will be initiated against any Employee found to be in violation of Township drug policy. The severity of the action chosen will depend on the specific offense, the Employee's work record, length of service and any available pertinent evidence.

The disciplinary action imposed shall be suspension, reassignment or a combination of such action or discharge. In general, where use, possession, sale or distribution of certain drugs would be a basis for a felony charge, the Employee will be discharged. If the drug(s) involved could result in a misdemeanor charge, discipline less than discharge may be imposed for the first offense. If discipline less than discharge is imposed, mandatory periodic retesting will also be required.

D. CONFIDENTIALITY:

All records pertaining to the initiation and administration of this policy shall be strictly confidential by the immediate supervisor. Only those Township employees who have a need to know shall have access to any records or reports. All others must have the written permission of the Employee. Copies shall be made available to the Employee.

E. GRIEVANCE PROCEDURE:

Any disputes concerning the interpretation or application of this policy shall be subject to the grievance procedure. Grievances shall be initiated at Step Two within the grievance procedure as indicated in this Agreement.

F. HOLD HARMLESS PROVISION:

The Employer agrees to indemnify and save harmless the Union and its employees, from and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Employer or its agents. The Union agrees to indemnify and save harmless the Employer, and its agents, for and against all claims or suits arising out of the implementation of this drug policy, pertaining to the acts or omissions of the Union, or its agents. Said indemnification shall take the form of the defense and payment of any judgments or settlements.

G. This article supersedes all other agreements regarding drug policies and testing.

ARTICLE 36

CALL BACK

- A. If an Employee is called into work, then the Employee shall be paid a minimum of two (2) hours pay.
- B. If an employee is called in prior to their scheduled start time, that employee shall be paid for time worked.
- C. Call back time will not be charged to the employee whether or not he/she responds back, as it pertains to the overtime list.

ARTICLE 37

LETTERS OF UNDERSTANDING/AGREEMENT

It is agreed upon between both the Township and Chesterfield Township IAFF Local 4011 that all Letters of Agreement (LOA's) or Letters of Understanding (LOU's) prior to January 1, 2018, that were not addressed in this Contract, are now null and void. The Parties agree to replace Fire Department/Fire Chief with Public Safety Director/Designee.

ARTICLE 38

MISCELLANEOUS

- A. There is no smoking in any fire department building.
- B. Employees shall notify Human Resources of any change of name, address, telephone number, marital status, and number of dependents, promptly, within five (5) calendar days after such change has been made. The Employer shall be entitled to rely upon the Employee's last name, address,

telephone number, marital status, and number of dependents shown in its records for all purposes involving his/her employment and this Agreement.

- C. All Employees will notify the Public Safety Director/Designee, in writing at least two (2) weeks prior to voluntarily terminating employment with the Township.
- D. Employees will report to the Public Safety Director/Designee within five (5) work days, any driving violation they receive or any criminal charges.

ARTICLE 39

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement and the Parties hereby agree that insofar as possible, each of the terms and provisions hereof are severable.

If an article or paragraph is found to be invalid it shall be renegotiated immediately.

ARTICLE 40

PROMOTIONS

- A. All promotions within the Bargaining Unit will follow the process outlined below:
 - 1. Open positions will be posted for thirty (30) days.
 - 2. Bibliography for written test will be sent to candidates via e-mail. Candidates must purchase study material if desired.
 - 3. WRITTEN TEST: Candidate must pass written testing phase with minimum score of seventy percent (70%) to proceed to next phase.
 - 4. ORAL BOARD: Candidates must pass this phase with a minimum score of seventy percent (70%). Oral Board will consist of a panel of three (3) Fire Officers/executives from the Tri-County area holding the rank of Captain or higher.
 - 5. SENIORITY SCORE: Candidate will receive one-half (.5) points for each year of continuous service with Chesterfield Fire Department with a maximum number of ten (10) points applied.
 - 6. Total calculations for final score:

| | |
|-----------------|-----|
| Written Score | 60% |
| Oral Score | 30% |
| Seniority Score | 10% |

7. The top final score will be the promoted candidate. A list will be established for a one (1) year period (twelve {12} months from the posting of the final scores) to address any further openings.

B. The qualifications for promotions shall be as follows:

Sergeant

1. Incident Command.
2. Michigan Fire Fighter Training Council Fire Officer I, II and III Certification.
3. Emergency Medical Technician (EMT) licensure or higher.
4. Five (5) years as career full-time Fire Fighter on Chesterfield Township Fire Department. If two (2) or more Fire Fighters do not meet this requirement or do not apply, then the applicant pool shall be expanded to ensure at least two (2) members are eligible to test.

Lieutenant

1. Incident Command.
2. Michigan Fire Fighter Training Council Fire Officer I, II and III Certification.
3. Emergency Medical Technician (EMT) licensure or higher.
4. Three (3) years as a career full-time Sergeant on Chesterfield Township Fire Department. If two (2) or more qualified Sergeants do not meet this requirement or do not apply, then all qualified Sergeants will be eligible.

Captain

1. Incident Command.
2. Michigan Fire Fighter Training Council Fire Officer I, II and III Certification.
3. Emergency Medical Technician (EMT) licensure or higher.
4. Three (3) years as a career full-time Lieutenant on Chesterfield Township Fire Department. If two (2) or more qualified Lieutenants do not meet this requirement or do not apply, then all qualified Lieutenants will be eligible.

Inspector

1. Incident Command.
2. Michigan Fire Fighter Training Council Fire Officer I, II and III Certification.
3. Emergency Medical Technician (EMT) licensure or higher.
4. Five (5) years as a full-time Fire Fighter on Chesterfield Township Fire Department.
5. NFPA Inspector I & II.

ARTICLE 41

INCENTIVE PAY

A. Fire Fighters that have their EMS License (EMT, MEDIC and IC) through the State of Michigan or National Registry will be paid according to the list below.

1. The rates are as follows, effective retroactive to January 1, 2018:

| | |
|-------|------------|
| EMT | \$2,000.00 |
| MEDIC | \$2,500.00 |

IC - IC Pay shall be \$500.00 in addition to their EMT or MEDIC pay.

2. The payments will be made to each employee in July of each year.
- B. Effective retro to July 1, 2018, any member who is a State certified Fire Inspector will receive a bonus of one thousand and five hundred dollars (\$1,500) per year, payable in July of each year, in addition to any other incentive pay as applicable under this Article.

ARTICLE 42

ACTING PAY

- A. There shall be at least one (1) Captain scheduled to work on all shifts. Should a Captain be off for a period of twenty-four (24) hours or more, the Senior Officer (Lieutenant having the greatest Seniority in grade, or in case there is no Lieutenant, the Sergeant having the greatest seniority in grade) will be Acting Captain. Personnel serving as Acting Captain will be compensated at the Captain's rate of pay.
- B. Should a Lieutenant or Sergeant be off on an extended leave for a period extending more than thirty (30) calendar days, Acting Pay for that rank will begin thereafter.

ARTICLE 43

OFFICER RANKS

- A. There shall be one (1) Captain for every two (2) to seven (7) full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted); this means, for example, if the total number of full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted) is as low as six (6) or as high as twenty-one (21), there shall be three (3) total Captains; if the total number of full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted) is more than twenty-one (21), and provided a new fire station is built, then an additional fourth (4th) Captain will be added.
- B. There shall be one (1) Lieutenant for every two (2) to seven (7) full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted); this means, for example, if the total number of full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted) is as low as six (6) or as high as twenty-one (21), there shall be three (3) total Lieutenants; if the total number of full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted) is more than twenty-one (21), and provided a new fire station is built, then an additional fourth (4th) Lieutenant will be added.
- C. There shall be one (1) Sergeant for every two (2) to seven (7) full-time bargaining unit Fire Fighter rank employees (filled or budgeted); this means, for example, if the total number of full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted) is as low as six (6) or as high as twenty-one (21), there shall be three (3) total Sergeants; if the total number of full-time Bargaining Unit Fire Fighter rank employees (filled or budgeted) is more than twenty-one (21), and provided a new fire station is built, then an additional fourth (4th) Sergeant will be added.

D. The reduction in the total number of Lieutenants in conformance with the ratio set forth above shall be achieved through natural attrition, only.

ARTICLE 44

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2019.
- B. If either Party wishes to terminate or modify this Agreement, said Party shall provide written notice to the other Party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above.
- C. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

FOR THE UNION:

FOR THE TOWNSHIP:

Gordon Tuzinsky, Bargaining Team Member
IAFF Local 4011 – Fire Fighters

Daniel J. Acciavatti, Supervisor

Richard Mucha, Bargaining Team Member
IAFF Local 4011 – Fire Fighters

Cindy Berry, Clerk

James Schafer, Jr. Bargaining Team Member
IAFF Local 4011 – Fire Fighters

Paul Lafata, Treasurer

Steve Duchane, Director of Human Resources

Dated: _____