



AGREEMENT
BETWEEN
TOWNSHIP OF MACOMB
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
MACOMB TOWNSHIP PROFESSIONAL FIRE FIGHTERS LOCAL 5023

January 1, 2021
THROUGH
December 31, 2025

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AGREEMENT

This ***Memorandum of Agreement*** is for collective bargaining purposes made and entered the date hereinafter set forth by and between the ***Township of Macomb*** hereinafter referred to as the ***“Employer”*** and the ***International Association of Fire Fighters*** hereinafter referred to as the ***“Union”*** representing the ***Macomb Township Professional Firefighters, Local 5023*** hereinafter referred to as the ***“Bargaining Unit”***.

WHEREAS, the parties hereto have for some length of time been collectively bargaining in good faith as required by Act 379 of the Public Acts of 1965; and

WHEREAS, the parties have negotiated an acceptable Agreement and now desire to set forth all of the terms and conditions of the agreement in the instrument; and

WHEREAS, the parties desire to be governed hereby.

NOW, THEREFORE, in consideration of the promises each to the other made, hereinafter set forth, the parties do agree:

ARTICLE I: PURPOSE AND DEFINITIONS

1.1 **Purpose:** The parties enter into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate certain understandings previously reached and other matters into a formal written contract; to promote harmonious relations between Employer and the Union in the best interest of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving any further differences between the parties that might arise.

1.2 **Definitions:**

- A.** ***“Employer”*** shall mean the Township of Macomb.
- B.** ***“Union”*** shall mean the International Association of Fire Fighters Local 5023 and its duly elected or appointed officers or representatives.
- C.** ***“Employee”*** shall mean all full-time Fire Fighters, excluding the Fire Chief, Deputy Chief, Assistant Chief, and all part-time fire fighters.
- D.** ***“Executive Board”*** shall mean the full-time Fire Fighters holding the office of President, Vice-President, Secretary or Treasurer of the Macomb Township Professional Fire Fighters Union.
- E.** ***“Bargaining Unit”*** shall mean the members of the Macomb Township Professional Fire Fighters Union.
- F.** ***“Annualized Base Pay”*** shall mean the hourly rate of pay X 2,912 for 56-hour employees and rate of pay X 2,080 for 40-hour employees.
- G.** ***“Hourly Rate of Pay”*** shall mean the amount of pay received from the Township for an hour of work.
- H.** ***“Bona-fide Sick Leave”*** shall mean an illness in which the employee is: under doctor’s care; totally disabled from working; and supported by written documentation.
- I.** ***“Officer-In-Charge”*** shall mean the highest-ranking full-time officer on-duty shall be the Officer-In-Charge (OIC) of the shift

and be responsible for all full-time personnel, excluding fireground.

- 1.3 Whenever the ***singular*** is used, it shall include the ***plural***.
- 1.4 Whenever the pronoun "***he***" is used, the pronoun "***she***" will be inferred.

ARTICLE II: COVERAGE

2.1 **Defined:** This Agreement shall be applicable as to all employees of the Fire Department of the Township as defined in Article I, Section 1.2(C).

2.2 **Union Security or Agency Shop Defined:** Membership in the Union is not compulsory. Employees have the right to join, maintain, or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee with regard to such matters. Application for membership shall commence within thirty (30) calendar days of becoming a member of the bargaining unit. The Union will protect, indemnify, and save harmless the Employer from any claims, demands, suits and other forms of liability which arise from action taken by the Employer for the purpose of complying with the Agreement including but not limited to, costs of litigation, attorney fees, and judgments, if any.

2.3 **Membership in the Union:** The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

2.4 **Payment of Dues:** The Employer shall deduct the dues and/or service charge from the employee's pay each pay period. The Employer shall make the deduction of the dues and/or service charge at the next pay period designated for this purpose. The Employer shall remit the dues and/or service charge to the Treasurer of Union within fourteen (14) calendar days of the deduction along with the name of each employee from whom such deductions were made.

2.5 **Deduction Form:** The Authorization Form for dues/service charge deduction shall be provided to the employee by the Union; and then by the Union to the Employer. In the event the employee's wage is not sufficient in any month to cover the dues/service charge, the Employer shall not be responsible for remittance of the dues/service charge. It shall be the responsibility of the Union to notify an employee of any arrearage in dues/service charge.

2.6 **No Lockout:** The Employer will not lockout employees during the term of this Agreement.

2.7 **Strikes Prohibited:** The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are necessary to the public health, safety, and welfare. Under no circumstance will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slowdown in any department of the Employer, or any curtailment of work or restriction of production or interference with the operations of the Employer. In the event of a work stoppage, or other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

2.8 **Work Stoppage Declared to be Illegal:** In the event of a work stoppage or any other curtailment of work by the Bargaining Unit, or the employees covered hereunder during the terms of this Agreement, the Union by its representatives shall immediately declare such work stoppage or other curtailment to be illegal. The Union agrees further to cooperate with the Employer or remedy such situation by immediately giving written notice to the Employer and the employees involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discipline for cause, up to and including summary discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

2.9 **Expedited Arbitration:** In the event of any strike, sit-down, stay-in, sick-out, slowdown, lockout, or any other curtailment of work, the Employer or Union may, if it chooses, immediately submit the matter to arbitration as provided for in the Agreement not withstanding any other provisions contained in this Agreement.

ARTICLE III: RECOGNITION

3.1 The Employer shall recognize the Union as the sole and exclusive collective bargaining representative of the employees of the Fire Department as defined by Article 1, Section 1.2(C).

ARTICLE IV: CONFORMITY TO LAW

4.1 If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the event permitted by law; but all other provisions or applications shall continue in full force and effect. If any provision is found contrary to law, negotiations shall immediately take place to bring the provision into compliance with the applicable law.

ARTICLE V: TOWNSHIP RIGHTS

5.1 The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- A.** Full and exclusive control of the management of the Fire Department, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its work force.
- B.** The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- C.** The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees.
- D.** The right to hire, establish, and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees.
- E.** The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause.
- F.** The right to retain an orderly, effective, and efficient operation of Employer.
- G.** Determine the response districts, number of response districts, their location, and size.
- H.** The number and location or relocation of its facilities.
- I.** Determine the manner and method to be utilized for the dispatching of emergencies and/or alarms.
- J.** Develop, implement, amend, delete, add, and/or revise, Standard Operating Procedures for the Fire Department.

- K.** Develop, implement, and/or revise regulations governing multiple alarms.
- L.** Develop, implement, and/or revise mutual aid.
- M.** Purchase of equipment, supplies, and materials for the operation of the Fire Department; and
- N.** The right to contract for services by others so long as it does not cause the layoff of bargaining unit members.

5.2 The exercise of the above powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

ARTICLE VI: DISTRIBUTION OF AGREEMENT

6.1 A copy of this Agreement shall be furnished by the Employer to the Union. The Union shall provide the Employer with copies of the Agreement to be distributed to new employees, if any, during the time of this Agreement. The Union will distribute copies of the new Agreement to all current employees covered under the Collective Bargaining Agreement. Every new employee receiving a copy of this Agreement shall sign an acknowledgement that he received a copy of the Agreement as a condition of employment.

6.2 The Employer shall post a copy of the entire Agreement on the Township's internet/intranet site. The Employer and the Union may agree to use the electronic copy of the Agreement in place of providing a paper copy to existing and/or new members of the Union as written above. However, a new employee will be required to acknowledge that he was instructed during New Employee Orientation on how to access the Agreement on the Township's internet/intranet site.

ARTICLE VII: UNION ACTIVITIES

7.1 **General:** Employees and their Union representatives shall have the right to organize together or to form, join, or assist the labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or to negotiate or bargain collectively with the Employer through representatives of their own free choice to the extent authorized by Act 379 of the Public Acts of 1965.

7.2 **Union Representatives:** The Union representatives 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, the Union, and the Employer. The Union shall promptly supply the Employer with an up-to-date list of representatives elected to the IAFF Local 5023 Executive Board (President, Vice-President, Secretary, and Treasurer). The Executive Board shall represent employees for all matters pertaining to the Agreement or within the scope of Act 379 of the Public Acts of 1965. No more than one (1) Executive Board member shall represent the Bargaining Unit on any matter. Finally, with proper notice, the Union may have at its discretion, IAFF Service and/or District representation including legal counsel present at any step of the Grievance Procedure.

The authority of the Executive Board 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 its officers.
- C.** Communicating with the IAFF representatives and/or legal counsel regarding Union business and/or grievances.
- D.** Attending meetings which relate to grievances, mediation, arbitration, fact finding, unfair labor practice hearings, or court proceedings.

For the purpose of contract negotiations, the Union shall be allowed up to two (2) members of the Executive Board excused from active duty with pay to negotiate with the

Employer during scheduled work hours. Additionally, the Union shall have the right to have another bargaining unit member of their choice to attend scheduled negotiations without pay provided the member is not on active duty. Finally, the Union shall have at its discretion, IAFF Service and/or District representation including legal counsel at negotiations.

7.3 Bulletin Boards: The Union shall be provided bulletin board space at each fire station for the posting of Union notices and other information. Such boards will be identified with the name of the Bargaining Unit. Bulletin board space may be shared with space provided for other represented members of the Union. The Union shall designate persons responsible for maintaining the postings on the board. The bulletin boards shall not be used by the Union or its members for disseminating propaganda, derogatory information, or materials of a political nature. Any questionable postings may be addressed by the Fire Chief with a member of the Executive Board for proper dispensation.

7.4 Meetings: The Union shall be allowed to schedule meetings at a Fire Station upon written request to and approval from the Fire Chief.

7.5 Professional Development Training: Each employee shall be allowed to attend a six (6) day course at the National Fire Academy (NFA) every other year. The employee shall select a course from a list of available courses that are directly related to their job, and with the approval from the Fire Chief, shall be allowed to apply for the course. If accepted to the NFA, the Employer will pay for the NFA meal ticket. In general, other expenses from attending the approved course are covered by the NFA. The employee will not be required to use paid time off while attending the NFA course. No more than one (1) employee will be allowed to attend the NFA at any time. If a conflict evolves from two employees requesting to attend an NFA training at the same time, the selection will be decided by the Fire Chief based upon: (1) relationship to specific job duties and responsibilities, (2) rank, and (3) seniority.

ARTICLE VIII: OTHER AGREEMENTS AND EMPLOYMENT ORGANIZATIONS

8.1 **Other Agreements:** The Employer shall not enter into any agreements with employees covered hereby either individually or collectively or with any other organization which in any way conflicts with the provisions hereof unless another exclusive bargaining agent is recognized by the Michigan Employment Relations Commission (MERC).

8.2 **Other Organizations:** Employees, as defined in Article I, Section 1.2 (C), may belong to other organizations, but not as conditions of employment with the Employer, nor may other organizations represent any employees with respect to wages, hours, or conditions of employment with the Employer, in derogation of the exclusive bargaining agency of the Union.

ARTICLE IX: WORK SCHEDULE

9.1 A 56-hour employee's normal work schedule will consist of two thousand nine hundred twelve (2,912) hours per year. Employees shall work in a 3-platoon system consisting of a repeating schedule as follows: 24 hours on, 24 hours off, 24 hours on, 24 hours off, 24 hours on, and 96 hours off. A 40-hour employee's normal work schedule will consist of two thousand eighty (2,080) hours per year. The Fire Chief shall schedule 40-hour employees for eight (8) hour shifts, Monday through Friday. Employees shall receive overtime paid at time-and-one-half times hourly base pay approved for hours worked in excess of forty (40) hours per week. All overtime must be approved by the Fire Chief, or designee.

9.2 56-hour Employees shall have a sixty (60) minute lunch break and a sixty (60) minute dinner break. If meals are interrupted the remaining time shall be completed upon returning to quarters. Employees are considered on duty for the entire 24-hour period. Employees are not permitted to leave the station at any time unless they notify the OIC or are on approved leave time. 40-hour Employees shall have a thirty (30) minute paid lunch break. A 40-hour employee scheduled for 8.5 hours may take a one-hour lunch break with one-half hour paid and one-half hour unpaid, or as otherwise agreed upon with the Fire Chief.

9.3 If an employee is unable to report to work, then employee shall notify his supervisor at least one (1) hour prior to the start of their scheduled starting time, unless mitigating circumstances make such notification impossible.

ARTICLE X: OVERTIME

10.1 56-hour employees' authorized hours worked in excess of two hundred twelve (212) hours during the period of twenty-eight (28) days as defined in Article IX, Section 1 will be considered overtime. Such hours will be compensated at time and one-half the Employee's hourly rate of pay and in accordance with the Fair Labor Standards Act. Employees shall receive six (6) hours of overtime every pay period. 40-hour employees authorized hours worked in excess of forty (40) hours during the seven (7) day work week will be compensated at time and one-half the Employee's hourly rate of pay and in accordance with the Fair Labor Standards Act.

10.2 Scheduled overtime will be offered on the basis of rank for rank, ability to perform the required work, seniority, and hours. If employees of the same rank do not fill overtime it may be assigned to employees holding a different rank.

10.3 In the event no employee volunteers for overtime, the lowest seniority employee of the required rank and ability to perform the required work shall be ordered to work mandatory overtime.

ARTICLE XI: SENIORITY AND NEW EMPLOYEES

11.1 **Definition:** 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 new Fire Fighters shall serve a probationary period of one (1) year during which time they shall work at the will of the Employer and may be terminated with or without cause. Probationary Fire Fighters will be represented by the Union for collective bargaining purposes only, not for any discipline or discharge proceeding or in any other matter, except as required by law, and shall work at the will of the Employer. There shall be no seniority for probationary Fire Fighters. The Employer shall have no responsibility for the re-employment of a laid-off or discharged probationary employee.

11.2 **Maintenance of Lists:** The Employer shall maintain up-to-date seniority records for all employees. The Employer will notify the Union, in writing, of any changes in, or additions to, such seniority lists, and the Union will have fifteen (15) calendar days to challenge any change or addition.

11.3 **Breaking Ties in Seniority:** In the event of two (2) or more employees being hired on the same day, seniority shall be determined in the following order:

- A. The higher written examination score.
- B. The higher oral examination score; and
- C. The earlier date of birth.

11.4 **Layoff and Recall:** The word “layoff” means a reduction in the workforce. When a layoff occurs, the following procedures will be applicable:

- A. Probationary employees 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.

11.5 **Layoff Notice:** In the event of a layoff, employees shall be given minimum fourteen (14) calendar days' notice of layoff. An employee on layoff shall be given ten (10) calendar days' notice to recall to work. Notice of recall shall be sent to the employee at his/her last address on record with the Employer's Human Resources Department via certified mail. A copy of the notice shall be made available to the Union. If an employee fails to report for work within ten (10) calendar days from the date of the mailing of notice, the employee shall be considered to have voluntarily left the employment of the Employer. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's address being inaccurate.

11.6 **Loss of Seniority and Termination of Employment:** A Fire Fighter shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

- A.** The employee voluntarily resigns.
- B.** The employee is discharged for just cause and the discharge is not reversed.
- C.** The employee is absent without leave (AWOL) for three (3) consecutive shifts. An exception to this clause may be made if the employee was incapable of notifying the Employer for reasons beyond his/her control.
- D.** The employee obtains a Leave of Absence under false pretense, or fails to return to work after expiration of the Leave of Absence.
- E.** The employee retires.
- F.** The employee is laid off for a period of two (2) years or the length of departmental seniority, whichever is less.
- G.** The employee separates from employment upon settlement covering a total disability.
- H.** The employee provided false information on his/her application for employment regardless of time of discovery. However, the Employer must take action within thirty (30) days of its discovery.

- I. Employee fails to return to work when recalled from layoff as set forth in Article 11.4.
- J. Employee performs work for another employer during his/her normal hours of employment with the Employer excluding paid time off (PTO) taken in a minimum of twenty-four (24) hour increments.
- K. Employee uses his/her position with the Employer to solicit, promote, or secure business for another employer or them self.

ARTICLE XII: SAFETY

12.1 **Policy:** The prevention and reduction of accidents, injuries, exposures, and occupational illness shall be a primary consideration at all times.

12.2 **Safety Committee:** Employer and union should actively participate on the Township's Safety Committee, as currently constructed in the Safety Committee Policy. At least one member of the IAFF, Local 5023 Executive committee shall serve as a committee member to represent the IAFF. The Township Human Resources Director and three (3) additional members as determined by the Fire Chief may also serve as committee members.

The Safety Committee shall be provided a draft copy of the 3-, 5-, and 10-year Operational Goals and Objectives for the Fire Department and be given the opportunity to provide feedback and recommendations before it's official adoption.

ARTICLE XIII: PROMOTIONAL PROCEDURE

13.1 Open position(s) for all bargaining unit positions excluding the Probationary Fire Fighter Rank shall be posted at all of the Township Fire Stations by the Human Resources Department for fifteen (15) calendar days. Such postings will only be for members of the Bargaining Unit.

13.2 Full-time Fire Fighter candidates must have at least two (2) years in the rank just below that being applied for; provided, the next lower rank is filled and there are at least three (3) candidates. If there are not at least three (3) candidates, then the next lowest rank shall also be included. If there are not a minimum of three (3) full-time qualified candidates who meet the two (2) years in rank requirement, then the requirement shall be waived, and the Employer shall also consider external candidates for hire.

13.3 Interested full-time Fire Fighter candidates shall submit a written application, including cover letter and resume, to the Human Resources Department prior to the application deadline provided on the posting.

13.4 Within thirty (30) calendar days of the closing of the posting, qualified candidates (as described in 13.2) shall receive an oral and/or written test and a psychological evaluation.

13.5 Those candidates who successfully pass the oral and written tests and a psychological evaluation will be interviewed by the Selection Committee or designated representatives. The Selection Committee may also consider performance evaluations in selecting the best candidate for the position.

13.6 The Selection Committee shall be comprised of the: Fire Chief; Township Supervisor, Clerk, and Treasurer; Human Resources Director; and a Fire Chief or Fire Fighter of a higher or equal rank of the open position from a neighboring community.

13.7 Candidates shall be ranked by the Selection Committee. Such ranking is only applicable to the current open position(s).

13.8 The Selection Committee shall make recommendation to the Macomb Township Board of Trustees within thirty (30) calendar days of the completion of the Selection Process as described in 13.4.

13.9 The Macomb Township Board of Trustees may fill the posted position(s) within thirty (30) calendar days of the recommendation by the Selection Committee to the Macomb Township Board of Trustees. Offers of promotion shall be made from high-to-low ranking until all positions are filled.

13.10 Following the approval of the Macomb Township Board of Trustees, the Fire Chief or the Human Resources Director will notify the Union of the approved promotion(s).

ARTICLE XIV: INSURANCE

14.1 **Workers' Compensation Insurance:** The Employer shall provide Worker's Compensation Insurance that is statutorily required for all employees covered under this Agreement.

- 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 within twenty-four (24) hours or as soon as possible on forms provided by the Employer.
- B.** Any insurance check received for Workers' Compensation shall be signed over to the Employer and the Employer will continue paying regular wages to the employee to prevent loss of pension contributions.
- C.** The Employer agrees to continue all insurance and other benefits listed under this Agreement during the period of time the employee is disabled and receiving Workers' Compensation benefits not to exceed one (1) year.
- D.** The Employer shall pay for the time off prior to when Workers' Compensation benefits begin so that the employee shall not suffer a reduction in paid time off balance for a covered duty related injury or illness.

14.2 The Employer shall provide benefits as delineated in the Township of Macomb Fire Department Accident & Health Insurance Summary. The Employer shall have the right to provide similar coverage through another insurance carrier, as determined by Employer. If similar coverage becomes unavailable, then Employer may negotiate with other parties to obtain an alternative policy.

14.3 A copy and/or summary plan description of the Policy shall be provided to each employee and one (1) copy shall be provided to the Union by the Employer. It is understood by the party that in addition to the benefits and coverages provided by the

Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976.

14.4 The Employer shall provide medical and hospitalization, dental, and vision insurance to the employee and eligible family members. Employees shall become eligible for such insurance coverage on the first day of the month following ninety (90) calendar days of continuous full-time employment. Upon separation from employment excluding qualified retirement, insurance coverage will cease at the end of the month in which separation occurs.

14.5 **Life Insurance:** The Employer will provide each Employee with an amount of group term life insurance equal to one time the Employee's Annualized Base Pay with an accidental death and dismemberment (AD&D) rider. The provider of such coverage will be at the discretion of the Employer. Employees will become eligible for group term life insurance on the first day of the month following ninety (90) days of continuous employment. In the event of termination of employment excluding a qualified retirement, life insurance will end on the last day worked.

14.6 **Medical and Hospitalization Insurance:** All Employer-provided health insurance benefit premium contributions shall comply with limitations set forth in the Publicly Funded Health Insurance Contribution Act ("PA 152"). All Township employees may be required to pay a portion of the premium(s) for health insurance as detailed below.

- A.** Employees hired before January 1, 2006, shall be eligible to participate in a Paid Provider Organization (PPO). Eligible family members will include the employee's spouse and dependent children in accordance with the Health Care Reform Act, as amended.
- B.** Employees hired after January 1, 2006, shall be eligible to participate in a Health Maintenance Organization (HMO). Eligible family members will include the employee's spouse and dependent children in accordance with the Health Care Reform Act, as amended. An employee hired after January 1, 2006, may "buy up" to PPO, provided they pay the difference via payroll deduction on a monthly basis.

- C.** The Employer shall share the costs for medical and hospitalization insurance premiums as follows:
- 1.** Hard Cap Limits. If the Township does not adopt an alternative option to comply with PA 152, the statutory hard caps will apply. Health care premium contributions will be paid by the Township up to the limit imposed by the hard cap. If an employee's premium costs for their selected health care plan exceeds the amount set by hard cap, the impacted employee shall pay the additional premium cost through payroll deduction.
 - 2.** 80/20 Cost Sharing Model. If the Township adopts an 80/20 cost sharing model for a medical coverage plan year, employees who elect health insurance coverage will be required to pay 20% of the annual premium cost via payroll deduction. The Township will contribute up to the statutory-maximum amount of 80%.
 - 3.** The Union and the Employer agree to re-open the Agreement as it pertains to Article 14 should the Macomb Township Board of Trustees elect to "opt-out" of Michigan Public Act 152 during the life of this Agreement.
- D.** No issue or dispute concerning the benefit Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provision of this Article, and whether or not the employee has coverage in accordance with terms of the Plan.
- E.** An employee shall become eligible for medical and hospitalization insurance on the first day of the month following sixty (60) days of continuous employment.
- F.** Upon separation of employment excluding retirement under Article 21, Health Insurance coverage shall continue until the last day of the month.

- G. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application and shall receive benefits under a single contract without coordination of benefits under the medical and hospitalization contract.
- H. Co-payment for prescription drugs is included in the benefits summary plan document.
- I. Please refer to “Benefits at a Glance” statements for information regarding medical benefits.

14.7 **Dental Insurance:** The Employer shall provide dental insurance to the Employee and eligible family members as follows:

- A. Employees shall be eligible to participate in this Plan at the Employer’s expense. Eligible family members will include the employee’s spouse and dependent children in accordance with the Health Care Reform Act, as amended.
- B. An employee shall become eligible for dental insurance on the first day of the month following sixty (60) days of continuous employment.
- C. Upon separation of employment excluding retirement under Article 21, dental insurance coverage shall continue until the last day of the month.
- D. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the Delta contract.
- E. Please refer to “Benefits at a Glance” statements from dental plan or to the Union for information regarding dental benefits.

14.8 **Vision Insurance Plan:** The Employer shall provide the Employee and eligible family members with vision coverage as follows:

- A.** Employees shall be eligible to participate in this Plan at the Employer's expense. Eligible family members will include the employee's spouse and dependent children in accordance with the Health Care Reform Act, as amended
- B.** An employee shall become eligible for vision insurance on the first day of the month following sixty (60) days of continuous employment.
- C.** Upon separation of employment excluding retirement under Article 21, vision insurance coverage shall continue until the last day of the month.
- D.** Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under a vision plan.
- E.** Please refer to "Benefits at a Glance" statements from vision plan provider for information regarding vision benefits.

14.9

Opt-out Provision:

- A.** An employee who is covered with medical and hospitalization insurance through a source other than the Employer may choose to "opt-out" (decline) of the medical, dental, and vision coverage provided by the Employer. In declining, the employee must "opt-out" of all insurance provided under medical and hospitalization, dental, and vision coverage. Proof of alternative coverage for medical and hospitalization insurance must be furnished to Human Resources at the time of election. This option may only be selected or changed upon eligibility following the date of hire or during the annual open enrollment period.
- B.** In lieu of the Employer provided medical and hospitalization, dental, and vision coverage, the employee shall receive an annual cash payment of up to \$3,600.00, pro-rated and paid to active employees on a bi-weekly (1/24) basis.

- C. The employee, subject to the terms and conditions of the insurance contracts in effect at the time of the election, may reinstate coverage in the event alternative coverage for which he/she was insured is terminated. The employee will have to furnish proof of such change to Human Resources. Upon reinstatement of insurance benefits through the Township, all payments under the Opt-out provision shall cease.

14.10 Notification to the Employer: All employees covered under medical and hospitalization, dental, vision, and life insurance programs provided by the Employer have the responsibility to promptly notify (within thirty (30) days) the Employer of any event that may affect their or their dependent's eligibility under these programs. Should an employee fail to report any change in dependent eligibility within thirty (30) days of a qualifying event, then the employee will reimburse the Employer for all insurance premiums paid for an ineligible dependent from the date of ineligibility. The repayment of such premiums may be made in cash or through payroll deduction. This repayment provision is in addition to any independent action taken by an insurance carrier.

14.11 Dental and Vision Insurance: The Union and the Employer agree to re-open the Agreement as it pertains to Article 14 should the dental and vision insurance become covered under Michigan Public Act 152 or similar law impacting contributions for dental and vision insurance during the life of this Agreement.

14.12 Short- and Long-Term Disability Insurance:

- A. The Employer shall provide short-term and long-term disability insurance products. Short-term disability insurance benefits will begin on the first day of injury and on the eighth day for illness for a period of one hundred eighty (180) days. The plan will provide a monthly benefit of seventy percent (70%) of base salary for one hundred eighty (180) days. Long-term disability insurance will begin on the one hundred eighty first (181st) day of disability. The plan will provide a monthly benefit of seventy percent (70%) of base salary for twelve (12) months and sixty percent (60%) of base salary thereafter.

Employees shall be subject to the definition, eligibility, exclusions, limitations, and general provision of the insurance policy.

- B.** Employees will become eligible for disability insurance on the first day of the month following ninety (90) days of continuous employment.
- C.** Employees will continue to accrue paid time off while collecting short-term disability insurance benefits.

ARTICLE XV: PROTECTIVE GEAR

15.1 **Protective Gear:** The Employer shall furnish to all employees protective equipment for fire suppression and emergency medical service.

15.2 **Dress Uniforms:** After two (2) years of full-time fire service, the Employer shall provide a dress uniform to each full-time employee. An employee with five (5) or more years of combined fire service to Macomb Township shall be provided a dress fire uniform, as approved by the Employer. Such uniforms shall be replaced by the Employer, if in a worn condition, upon inspection and authorization by the Employer. The Employer shall issue all uniform “hardware” such as badges, rank insignia, sleeve stripes, etc. Old uniforms must be returned to the Employer before a replacement will be issued or if an employee ceases to be a Fire Fighter. Such replacement shall not be unreasonably denied.

15.3 **Uniform and Clothing Allowance:** Employees shall receive a lump sum payment of \$1,000.00 on or before January 15th of each year of the Agreement for the purchase of uniforms and clothing. The purchase of uniforms and clothing shall be made in compliance with guidelines provided by the Fire Chief. The lump sum payment will be treated as taxable earnings for federal and State income taxes and shall not be included in Annualized Base Pay as defined under Article 1.2.F.

15.4 **Replacement of Personal Clothing or Glasses:** The Employer will pay up to two hundred (\$200) dollars per calendar year, for each Fire Fighter towards the replacement of any personal clothing or glasses damaged during an emergency call during a Fire Department response or clothing that may be worn by Fire Fighters to an emergency response. A written claim or receipt must be submitted to the Fire Chief and/or his designee. Such replacement shall be limited to an amount not covered by insurance. A Fire Fighter must be acting in accordance with established procedures for responding to an alarm or emergency to qualify for reimbursement under this Section. This Section shall not be applicable prior to the date the contract is signed by the parties.

ARTICLE XVI: LEAVES

16.1 Leave Pursuant to the Family & Medical Leave Act (FMLA):

- A.** An employee must use accumulated Paid Time Off (PTO) for FMLA qualifying absences, as prescribed under federal guidelines. The Township shall amend its FMLA policy and practice as necessary to comply with federal requirements. Upon exhaustion of PTO, a qualifying FMLA absence may be unpaid.
- B.** An employee must use accumulated Paid Time Off (PTO) for FMLA leave for the birth and care of the employee's child or placement for adoption or foster care. Upon exhaustion of PTO, a qualifying FMLA absence may be unpaid.
- C.** Under both (a) and (b), if the employee is eligible for Short-term Disability Insurance, then they may use PTO to supplement their income up to a maximum of 100%, as allowable under the provisions of the plan policy. If the employee is no longer eligible for Short-term Disability Insurance, then they may use any remaining accumulated PTO to supplement their income up to a maximum of 100%.

16.2 Medical Leave of Absence: Any employee who due to illness or injury exhausts their benefit time under the Family Medical Leave Act (FMLA), may make application for a non-FMLA Medical Leave of Absence. A Medical Leave of Absence shall be inclusive of any time taken under FMLA. The Employer shall continue to provide its regular contributions for medical and hospitalization, dental, optical, and life insurance coverage from the original date of disability provided the employee's absence is paid by using PTO or the employee is receiving disability payments under the Employer's disability insurance policy. Beyond that time, the Board will review the circumstances and approve or deny any extension for a Medical Leave of Absence on a case-by-case basis. For employees with less than one year of service, a Medical Leave of Absence will be limited to the amount of time employed by the Employer before the disabling event.

- A.** For employees with more than one year of service: Employer paid contributions for medical and hospitalization, dental, optical, and life insurance coverage for employees with more

than one year of service who are on an approved Medical Leave of Absence will continue to be provided by the Employer for up to twelve (12) months from the date of disability or within the approved insurance carrier duration. Beyond that period of time, the disabled employee may continue their medical and hospitalization, dental, optical, and life insurance coverage through the Employer at their own expense provided the insurance carrier allows such extension and payments are received in-full and on a timely basis (on or before the due date) by the Employer.

- B.** For employees with less than one year of service who have satisfied the “waiting period” for eligibility: for employees with less than one year of service who are on an approved Medical Leave of Absence, the Employer will continue making its contributions for medical and hospitalization, dental, optical, and life insurance coverage for up to six (6) months from the date of disability. Beyond that period of time, the disabled employee may continue their medical and hospitalization, dental, optical, and life insurance coverage through the Employer at their own expense provided the insurance carrier allows such extension and payments are received in-full and on a timely basis (on or before the due date) by the Employer.

16.3

Sick Time and Sick Bank Conversion:

- A. Allowance and Use:** An Employee hired before January 1, 2022, shall cease to accrue sick leave. An employee’s existing sick leave balance (earned but not used) at the time of ratification may be rolled into Employee’s newly established Paid Time Off Bank (PTO). Thereafter, sick leave shall no longer be provided in a separate sick bank and all paid time off shall be included in an annual allotment of PTO hours. An employee hired on or after January 1, 2022, shall receive PTO following ninety (90) days of continuous employment. Thereafter, PTO will be awarded on the anniversary date of the employee.

- B. Evidence of Fitness:** The Employer after a prolonged absence, pattern of absence, illness, injury, performance deficit, or following an off-duty accident where the firefighter is injured may require the Employee to present medical certification of his physical or mental fitness to continue working at the Employee's expense.

16.4 The Employer and the Union shall incorporate the provisions of the Family and Medical Leave Act and Americans with Disabilities Act and shall apply these provisions to all members of the Bargaining Unit.

16.5 **Personal Leaves of Absence:** Employees under this Agreement may be granted a personal leave of absence, as specified herein, upon prior request. It shall be recommended by the Fire Chief and subject to approval by the Macomb Township Board of Trustees.

16.6 Personal leaves of absence shall not be granted for more than twelve (12) months under any circumstances. A Fire Fighter who returns from a personal leave of absence must work ninety (90) calendar days before becoming eligible for another leave.

16.7 An employee granted a leave of absence may be restored to his position on the expiration of the leave, if a position is available. The Employer shall not be required to create a position for an employee returning from a leave of absence.

16.8 Personal leaves of absence shall not be counted as time at work for any benefits. However, during a personal leave of absence, the employee shall be able to continue his/her benefits through the Employer, at their own expense, if eligible for such benefits.

16.9 In the event such employee's position shall have been abolished or filled in the meantime, the employee shall be returned in the following manner:

- A.** 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.

- B.** 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.

16.10 All leave of absence requests shall be made in writing to the Fire Chief and processed in the Human Resources Department. The completed leave of absence application shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests for a leave of absence shall be filed at least fourteen (14) calendar days prior to the requested starting date, except in cases of emergency or for Family and Medical Leave.

16.11 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.

16.12 Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.

16.13 No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere.

16.14 **Jury Duty:** An employee who serves on jury duty shall be paid their regular pay. All days served on jury duty are to be considered regular working days and not deducted from accumulated leave banks. The employee shall provide the Employer with Court furnished documentation and sign over any funds received for such service to the Employer excluding mileage and parking.

16.15 **Bereavement Leave:** An employee will receive up to two (2) days not chargeable to annual leave accumulation for attendance at the funeral of the employee's family members as follows: spouse, child(ren), step-child(ren), parents or step-parents, grandparents, grandchildren, brother, sister, step-brother, step-sister, grandparents-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. The bereaved employee shall have the option of extending his/her leave by two (2) additional days, availing themselves to banked PTO.

16.16 **Personal Time:** Upon execution of this Agreement, Employees shall receive PTO instead of personal time. Employees that received their personal leave allotment prior to the execution of this Agreement shall retain those hours and may request to use awarded personal leave days prior to their next anniversary date as if under the same terms of the previous collective bargaining agreement. As such, personal time must be taken in the year it is awarded or it will be forfeited on the next anniversary date. Currently banked personal leave hours shall not be converted to PTO.

16.17 **Military Leave of Absence:** The Employer shall comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended. The Employer will grant a leave of absence to any reservist who is called into active duty, as well as employees who voluntarily enlist, for the duration of such duty, for a period not to exceed five (5) years. Upon expiration of the leave of absence, the employee will be restored to his or her former position or to a position of a like seniority, status, and pay as specified by USERRA.

ARTICLE XVII: PAID TIME OFF (PTO)

17.1 Paid Time Off (PTO) is a single bank of hours to be used as necessary for personal illness, illness of a family member, vacations, appointments, and other personal needs. PTO approval, use, and administration is subject to Township attendance policy provisions in conjunction with the provisions of this agreement.

A. All regular full-time employees hired before January 1, 2008, shall be entitled to PTO under the following schedules:

1. 56-hour employees hired before January 1, 2008, shall receive 600 PTO hours per year at the beginning of the next anniversary year.
2. 40-hour employees hired before January 1, 2008, shall receive 224 PTO hours per year at the beginning of the next anniversary year.

B. All regular full-time employees hired after January 1, 2008, shall be entitled to PTO under the following schedules:

1. For 56-hour employees hired after January 1, 2008:
 - a. Employees shall receive two-hundred-sixteen (216) hours of PTO during their first year of employment following ninety (90) days of employment.
 - b. Employees who have (1-2) years of continuous employment shall receive three-hundred-thirty-six (336) hours of PTO at the beginning of the next anniversary year.
 - c. Employees who have 3-9 years of continuous employment shall receive three-hundred-eighty-four (384) hours of PTO per year at the beginning of the next anniversary year.
 - d. Employees who have completed ten (10) years of continuous employment shall receive four-hundred-thirty-two (432) hours of PTO per year at the beginning of the next anniversary year.
2. For 40-hour employees hired after January 1, 2008:

- a. Upon hire, but less than 1 year – 80 PTO hours per year at the beginning of the next anniversary year.
 - b. 1– 2 years of service – 140 PTO hours per year at the beginning of the next anniversary year.
 - c. 3 -9 years of service – 200 PTO hours per year at the beginning of the next anniversary year.
 - d. 10+ years of service – 224 PTO hours per year at the beginning of the next anniversary year.
- C.** In the event an Employee transfers between a forty- (40) hour and fifty-six- (56) hour schedule for a non-temporary position, bank balances shall be converted using a standard multiplier as follows:
1. PTO allocations and accumulations for 56-hour employees moving to 40-hour positions will be multiplied by 0.714 to establish the PTO allocation value.
 2. PTO allocations and accumulations for 40-hour employee moving to 56-hour positions will be multiplied by 1.4 to establish the PTO allocation value.

17.2 Employees who lose time due to on-the-job disability under Workers' Compensation up to a maximum of one (1) year shall receive their PTO as though the time was worked.

17.3 PTO will be accumulated on a pro-rated basis for regular hours worked. Employees hired before January 1, 2008, shall be allowed to accumulate a maximum allowable twelve hundred (1,200) PTO hours. Employees hired after January 1, 2008, shall be allowed to accumulate a maximum allowable eight-hundred-sixty-four (864) PTO hours. At the end of each anniversary period employees may cash in PTO days earned but not used to a maximum of eight-hundred-sixty-four (864) hours at the rate of seventy-five (75%) percent. The hours cashed must not exceed fifty (50%) percent of earned PTO time. In the event an Employee's PTO is denied by the Employer because of Township business requirements; then with the approval of the Fire Chief or his designee; the

Supervisor, Clerk, and Treasurer shall have the discretion to extend the time that the employee must use PTO by a maximum of sixty (60) days. The employee shall only be denied their PTO request based upon the reasonable needs of the Employer. The purpose of this provision is to aid management in maintaining continuity of the work force and is not intended as a tool to deny employees any of their earned time off benefits.

17.4 Payout of PTO shall be based upon the computed hourly rate at the time of separation.

A. Payment Upon Voluntary Separation in Good Standing:

The employee will be paid seventy-five percent (75%) of their accumulated PTO upon resignation in good standing, up to employee's maximum allowable hours. For the purpose of this Section, a voluntary separation in good standing means that employee provided the Township with a fourteen-(14) day notice of resignation.

B. Payment upon Retirement:

For the purpose of PTO, retirement shall mean that the employee shall leave the Township's employ at specified age and/or years of service as specified in Article 21: Retirement. Upon retirement, employees shall be paid seventy-five percent (75%) of their accumulated PTO days, up to employee's maximum allowable hours.

C. Payment Upon Involuntary Separation:

An employee who is involuntarily separated will be paid up to maximum allowable PTO hours in their account at the time of separation at fifty percent (50%) of value, up to employee's maximum allowable hours. Under involuntary separation, the employee shall not be eligible for any payment of hours accrued but not due to be credited to their account prior to their anniversary date. In the event of separation due to a criminal conviction, no payout shall be made. For the purpose of determining payout of PTO upon separation, involuntary separation shall mean separation from employment as a result of disciplinary or corrective action, job abandonment, or other gross misconduct. In the event of separation due to a criminal conviction, no payout shall be made. Under involuntary

separation, the employee shall not be eligible for any payment of hours accrued but not due to be credited to their bank.

- D. **Payment at Time of Layoff:** In the event of a layoff, the Township will provide the employee with payment for all Paid Time Off hours in their account and for any hours accrued but not credited to their account prior to their anniversary date at one hundred percent (100%) of value based upon the computed hourly rate at the time of separation or at the end of the calendar year, up to employee's maximum allowable hours. The actual payment for the Paid Time Off hours will be made on next payday following date of layoff or at the last payday of the calendar year.
- E. **Payment Upon Death (Active Employees):** In the event of the death of an employee, their spouse or estate will be paid one hundred percent (100%) of their accumulated PTO days, up to employee's maximum allowable hours.

17.5 **Priority Time Off Scheduling:** PTO requests shall be submitted to the Fire Chief or his designee on or before December 1st of each year PTO requests submitted prior to December 1 shall be granted based on seniority. This provision shall become effective for the calendar year following execution of this agreement. Until such time, the current due dates for priority PTO scheduling will be honored. Requests submitted after December 1 shall be considered on a first come, first serve basis. In the instance multiple "first come, first serve" requests are received simultaneously, seniority shall be used.

17.6 56-hour Employees may take PTO in twelve (12) hour increments. 40-hour Employees may request PTO in one (1) hour increments. The Employee shall request Paid Time Off at a minimum of twenty-four (24) hours in advance except in the event of an "emergency" at which time the request should be made to the Department Head (Fire Chief or his designee) as soon as reasonably possible, but within two (2) hours of the time of the emergency. In the event of an "extraordinary circumstance" that would not be considered an "emergency" whereby the employee is unable to provide advanced notice to the Fire Chief or his designee; the employee shall call the Fire Chief or his designee prior to the beginning of the workday to report their absence, and if required, substantiate their absence immediately upon their return to work.

Requests for Paid Time Off shall be considered in conjunction with the operational requirements of the Fire Department. A request for Paid Time Off may be denied due to Fire Department business requirements; however, such denial will only be based upon the “reasonable” needs of the Fire Department. The purpose of this provision is to assure adequate manpower to service the public at-large and is not intended as a means to deny an employee’s request for time off from work.

17.7 In case of absence, said employees shall use their PTO time. An employee who is ill or injured and is receiving short-term and/or long-term disability insurance benefits and/or workers compensation from the Employer’s insurance carrier may use Paid Time Off hours in less than twelve (12) hour increments to bridge the gap between their normal pay and the disability benefit during the first twelve (12) months of disability. After twelve (12) months of disability, the Township shall pay the employee the balance of their paid time-off hours at one hundred percent (100%) value based upon their computed hourly rate of pay at the time of their last day at work. The employee may have the option to be paid in the pay period immediately following the end of twelve (12) months or defer the payment to the last pay period of the calendar year.

A request for Paid Time Off due to illness or injury of the employee or a person living in the employee’s immediate household or a family member as covered under the Family Medical Leave Act shall be approved with proper documentation furnished by the employee and/or their representative to the Township in accordance with a Medical Leave of Absence, Personal Leave of Absence, or Family Medical Leave of Absence as found in this Agreement and in the appropriate Township policy (or policies). Requests for Paid Time Off due to illness or injury of the employee shall be accompanied by a statement from the attending physician upon the request of the Employer when the employee has been absent for three (3) or more consecutive shifts. The medical statement should indicate:

- A.** When the employee was treated by the attending physician.
- B.** The period of time the employee was disabled; and if applicable.
- C.** Any restrictions placed upon the employee by the attending physician.

Failure to promptly and completely furnish the required information may result in preventing the employee from returning to work and. Finally, the Employer may require a “fitness for duty/work” examination in order to determine an employee’s ability to return to work. Such examination shall be paid for by the Employer and administered by the Employer’s Occupational Medical Provider.

17.8 The Employer shall, upon the written request of an employee, issue a paycheck in advance for PTO whereby the Employee received pre-approval to be absent from work for more than three (3) consecutive workdays. In order to be eligible for an advanced payment, the Employee must submit a written request to the Finance Department twenty-five (25) days prior to the normal pay date.

17.9 **Unpaid Time Off from Work:** Paid Time Off hours shall be pro-rated for any unpaid absence from work during the previous anniversary year. Unpaid absence includes leaves of absence, suspension, termination, etc. whereby the employee does not receive compensation from the Township for hours worked.

17.10 Additional PTO cash out sales may be offered to employees under conditions solely determined by the Township. Employees may choose to voluntarily participate in these discretionary sales.

17.11 **Transition Period:** Within thirty (30) days from the signing of this Agreement, existing paid time off hours from Vacation and Sick banks shall be converted to a Paid Time Off (PTO) bank for all employees within the bargaining unit.

17.12 **Treatment of Hours and Advance Credit:** Paid Time Off shall be treated as hours worked for the purpose of payroll and benefits. Paid Time Off shall not be allowed in advance of being earned.

17.13 **Paid Time Off While Receiving Workers’ Compensation Benefits:** An employee who becomes ill or injured while at work resulting in loss time shall continue to earn Paid Time Off hours for up to a maximum of one year provided, they are covered under an approved Workers’ Compensation claim. In the event of a work-related disability

lasting more than twelve (12) months, the Township shall “buy back” the balance of PTO hours from the employee. Payment will be made at one hundred percent (100%) of value based upon the computed hourly rate at the time of separation. The actual payment for the Paid Time Off hours will be made on next pay day following twelve (12) months of disability or the last pay day of the calendar year at the employee’s discretion.

ARTICLE XVIII: HOLIDAYS

18.1 The following shall be paid holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Good Friday

Memorial Day

Juneteenth

Fourth of July

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

ARTICLE XIX: HOLIDAY PAY

19.1 Holiday pay shall be paid on the first pay period in November of each year to 56-hour employees for one-hundred-sixty-eight (168) hours (12 hours for each recognized holiday) of holiday pay at their regular hourly rate.

40-hour employees shall be granted time off from work with eight (8) hours of regular pay for those days listed in Article XVIII as observed holidays. In the event an observed holiday falls on a Saturday, 40-hour employees shall receive the regular workday immediately preceding the holiday off with pay. If the holiday falls on a Sunday, 40-hour employees shall receive the next regularly scheduled workday off with pay. In addition to the eight regular holiday hours, employees assigned to work on an observed holiday shall be compensated at time-and-one-half (1.5) for all actual hours worked on the holiday.

ARTICLE XX: UNION CONFERENCES OR CONVENTIONS

20.1 Union Conferences or Conventions: The Employer recognizes the Executive Board's desire to attend and/or participate in workshops, seminars, conferences, and conventions sponsored by the International Association of Fire Fighters (IAFF) and the Michigan Professional Fire Fighters Union (MPFFU). However, the Employer also recognizes its fiduciary and municipal responsibilities to the residents and businesses of the Township of Macomb.

20.2 Request for a Leave of Absence for Union Business: The Employer shall consider a request for a leave of absence for Union Business from any member of the Union's Executive Board provided: (1) such requests shall be limited to two (2) members at a time; (2) no other member of the Bargaining Unit has been approved for time off on the same dates; and (3) the request for a leave of absence for Union Business is presented at least fourteen (14) days in advance to the Fire Chief.

20.3 Request for Paid Time Off (PTO) for Union Business: The Employer shall consider a request for PTO from a member of the Executive Board who would like to attend and/or participate in a workshop, seminar, conference, or convention sponsored by the International Association of Fire Fighters (IAFF) or the Michigan Professional Fire Fighters Union (MPFFU) provided: (1) such requests shall be limited to two (2) members at a time; (2) no other member of the Bargaining Unit has been approved time off on the same dates; and (3) the request to use PTO for Union Business is presented at least fourteen (14) days in advance to the Fire Chief.

ARTICLE XXI: RETIREMENT

21.1 Regular Retirement:

- A.** Employees hired prior to January 1, 2013, shall be subject to retirement provisions under 1937 PA345, being MCL 38.551 et seq., as amended, as addressed from 21.1.A through 21.12.

- B.** Employees hired after January 1, 2013, if any, shall be treated as follows: (1) The first two (2) employees hired between January 1, 2013 and December 31, 2014 shall be subject to the retirement provisions under 1937 PA 345, being MCL 38.551 et seq., as amended, and addressed from 21.1 through 21.10 *only* and *shall not* be eligible for Retiree Medical & Hospitalization, Dental, Vision, and Life Insurance nor Dependent Eligibility as described in 21.11 and 21.12. Employees hired after December 31, 2014, shall be eligible to participate in; the Employer's Defined Contribution 401(a) Pension Plan as described under 21.13; the Retiree Medical Savings Plan as described under 21.14; and be eligible for Retiree Life Insurance as described under 21.15.

- C.** The Employer shall require mandatory retirement upon the attainment of age sixty-two (62). Employees shall be eligible to retire at their discretion at age fifty (50) with twenty-five (25) years of service or at age sixty (60) with ten (10) years of service. Employees will earn one year of service credit for each year of service as a full-time Fire Fighter while on the Macomb Township Fire Department.

- D.** Employees hired after January 1, 2004, *are not* eligible for any pro-rated credit for services rendered as a Paid-on-Call Fire Fighter of the Macomb Township Fire Department.

21.2 Multiplier: Employees who are eligible to retire shall receive a regular retirement pension payable throughout the retiree's life of two and one-half percent (2.5%) of average final compensation for the first twenty-five years of service, plus one percent (1%) for all years of service on the Macomb Township Fire Department in excess of twenty-five (25) years. However, in no event, shall the annualized pension benefit exceed

seventy percent (70%) of the base annual pay in effect at the time of the employee's separation.

21.3 Employee Contribution: Employees hired after January 1, 2004, shall contribute five percent (5%) of Annualized Base Pay as defined under Article 1.2.E. Employee contributions shall be made on a pre-tax basis.

21.4 Deferred Retirement: Employees with ten (10) or more years of full-time service with the Macomb Township Fire Department may be eligible for a deferred retirement. The annual benefit will be computed as a service retirement but based upon service, average final compensation, and benefit provisions in effect at the time of termination. Retirement benefits begin at the date retirement would have occurred had the employee remained employed.

21.5 Average Final Compensation: For employees hired after January 1, 2004, average final compensation shall only include Annualized Base Pay.

21.6 Average Final Compensation Defined: "Average Final Compensation" shall mean the average of the three (3) consecutive years, or thirty-six (36) consecutive months of highest annual base pay received by an employee during the employee's ten (10) years of service immediately preceding the employee's retirement or leaving service. In choosing a thirty-six consecutive month period, the selected period must begin on the first day of the month.

21.7 Duty Disability Retirement: An employee who is totally and permanently disabled while in the line of duty will be eligible for a duty disability retirement. If disabled prior to age fifty-five (55), then the employee shall receive an annual benefit equal to fifty percent (50%) of the average final compensation and shall be payable until the employee becomes fifty-five (55) years of age. Upon becoming fifty-five (55) years of age, the disabled employee shall receive a disability retirement pension computed the same as a regular service retirement. In computing the disability retirement pension, the employee shall be given service credit for the period of receipt of disability retirement pension before attainment of fifty-five (55) years of age. If disabled at or after age fifty-five (55), then the employee shall receive a disability benefit calculated the same as a regular service retirement.

21.8 Non-Duty Disability Retirement: An employee with five (5) or more years of service who is totally and permanently disabled while not in the line of duty will be eligible for a non-duty disability retirement. If disabled prior to age fifty-five (55), then the employee shall receive an annual benefit equal to one- and one-half percent (1.5%) of the average final compensation times years of service. Upon becoming fifty-five (55) years of age, employee's disability retirement pension shall be increased to two percent (2%) of the employee's average final compensation multiplied by the number of years of service credited to the employee at the time of their retirement. If disabled at or after age fifty-five (55), then the employee shall receive a disability retirement benefit calculated the same as a regular service retirement.

21.9 Duty Death in Service Survivor's Pension: In the event of a duty-related death of an employee, a Service Survivor's Pension shall be paid upon the expiration of Workers' Compensation to the surviving spouse, if any, of the employee. The benefit would be equal to the amount that was paid by Workers' Compensation.

21.10 Non-Duty Death in Service Survivor's Pension: In the event of a non-duty related death of an employee, a Service Survivor Pension shall be paid to a surviving spouse, if any, upon the expiration of an employee with twenty (20) or more years of service. The annual benefit would be equal to an accrued straight life pension actuarially reduced in accordance with an Option I Election.

21.11 Retiree Medical and Hospitalization, Dental, Vision and Life Insurance: The Employer shall provide an employee hired prior to January 1, 2013, with Retiree medical and hospitalization, dental, vision and life insurance coverage who retire under Section 21.1 Regular Retirement under this Agreement. This coverage will be paid for by the Employer. The coverage provided will be as follows:

- A. Medical and hospitalization: The Employer shall provide medical and hospital insurance as provided to active employees.
- B. Dental: The Employer shall provide dental coverage as provided to active employees.
- C. Vision Coverage: The Employer shall provide vision coverage as provided for active employees.

- D. Life Insurance: The Employer shall provide life insurance equal to \$10,000.

21.12 Dependent Eligibility: An employee's spouse at the time of retirement shall be eligible for medical, dental and vision insurance at the same level as the employee (Retiree). In the event of death of the Retiree, spousal coverage shall continue provided the spouse is not insured elsewhere with similar benefits. The Retiree may at his/her own cost continue medical and hospitalization, dental, and vision coverage on the lives of their dependent children via payroll deduction from their monthly pension checks.

21.13 Defined Contribution 401(a) Pension Plan: Employees not eligible for retirement provisions under 1937 PA 345, being MCL 38.551 et seq., as amended, shall participate in the Employer's Defined Contribution Pension Plan whereby the Employer shall contribute an amount equal to ten percent (10%) of the employee's base pay only and the employee shall contribute an amount equal to five percent (5%) of their base pay on a pre-tax basis. Additional earnings such as overtime, stipends, bonus, lump sum payment, etc., shall be excluded from the contributions to the pension plan. Participation in the Defined Contribution 401(a) Pension Plan shall commence on the first day of the month following ninety (90) days of continuous employment. Eligible employees should refer to the plan document regarding the Macomb Township 401(a) Group Pension Plan for further information.

21.14 Retiree Medical Savings Plan: An employee hired after January 1, 2013, shall not be eligible for retiree medical and hospitalization, dental, and vision insurance, however, the employee shall participate in a Retiree Medical Savings Plan by contributing three percent (3%) of their gross wages earned from date of hire. The Employer will hold such monies and deposit the accumulated funds into the employee's Retiree Medical Savings Plan Account following the employee's enrollment into the plan. Contributions will be immediately vested.

21.15 Retiree Life Insurance for Employees Hired After January 1, 2013: An employee hired after January 1, 2013, will be eligible for \$10,000 of Group Term Life Insurance provided the employee meets one of the requirements as follows:

- A. The employee attains the age of sixty (60) with more than ten (10) years of continuous full-time service with the Macomb Township Fire Department; or
- B. The employee completes twenty-five (25) years of continuous full-time service on the Macomb Township Fire Department.

21.16 **Deferred Compensation Plan:** The Employer will sponsor a 457(b) Deferred Compensation Plan, a supplemental retirement plan, to employees covered by this Agreement. Employee participation is voluntary and may begin on the first day of the month following ninety (90) days of continuous employment. Under this plan, an employee may defer compensation according to the Internal Revenue Service (IRS) specified regulations.

ARTICLE XXII: DISCIPLINE

22.1 The Employer shall only discipline or discharge any employee with seniority for just cause.

22.2 The Employer shall have the right to develop and implement work rules, Standard Operating Procedures, or other standards of expected employee conduct. A copy of work rules shall be furnished to the Union and each employee. The Employer will disseminate any new or modified rules and regulations and/or policies and procedures to each and every member of the Union as soon as possible, but not less than fourteen (14) calendar days prior to implementation of the new or modified rules and regulations and/or policies and procedures. The new or modified rules and regulations and/or policies and procedures shall also be posted in each fire station. The fourteen (14) calendar day notice provision shall not apply if the matter involves an issue of safety for the public or employees for which an immediate modification is necessary.

Each member of the Union shall be required to sign an acknowledgement that they received a copy of the new or modified rules and regulations and/or policies and procedures. Each member of the Union will be given an opportunity to ask any questions, within the fourteen (14) calendar days, for clarification of the rules and regulations and/or policies and procedures and trained accordingly (if required by the rules and regulations and/or policies and procedures) before being required to adhere to them.

22.3 Notification of discipline shall be provided to the employee in writing by the Employer. Prior to termination of an employee for disciplinary reasons, Employer shall provide notice to the employee that: such discipline is being considered; employee is offered the opportunity to discuss or present the employee's version and/or mitigating evidence; and the employee may be accompanied by a representative at the meeting.

22.4 Discipline shall be rendered either as progressive or non-progressive depending on the seriousness of the incident.

22.5 All written notices of discipline shall be maintained in the employee's employment file held in the Human Resources Department.

22.6 In imposing discipline, the Employer will not take into account any disciplinary action in excess of two (2) years from the date of issue.

ARTICLE XXIII: GRIEVANCE AND ARBITRATION

23.1

General Principles:

- A.** The primary purpose of the Grievance Procedure is to secure, at the lowest level possible, solutions to grievances. Both the Employer and the Union agree that these proceedings shall be kept as informal and confidential as may be appropriate.
- B.** The number of days indicated at each level of the Grievance Procedure shall be considered as the maximum, and every effort should be made to expedite the Grievance Procedure; however, time limits may be extended by mutual agreement in writing. Any grievance not carried to the next step by the Union and/or employee within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition. Should the Employer fail to answer within the time limits required herein, then the Union's last written position of the grievance shall be upheld.
- C.** It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties.
- D.** In the course of investigation of any grievances, the Union's representative will advise their immediate supervisor and state the purpose of the visit.
- E.** It shall be the continued practice of the Employer to assure to every employee, an opportunity to have the unobstructed use of this Grievance Procedure without fear of reprisal or without prejudice in any manner to his professional status.
- F.** A grievance may be withdrawn at any level of the Grievance Procedure without prejudice.
- G.** The Union will not use the phrase, "...and any other contract clause, past practice, rule or regulation, general order, or federal or state law, written or unwritten, that is applicable but

not stated herein,” or any similar phrase when filing grievances with the Employer. Notwithstanding the above, the parties agree that eliminating this “catch-all” language will not prohibit the Union from specifically referencing past practice or applicable state or federal law.

- H. The Union and Employer agree that each will practice full disclosure in the processing of grievances. The Employer and the Union shall exchange all investigatory documents that will be used in the grievance process. The Union shall provide a detailed statement of the contract violations or violations of past practice. The parties agree that failure to adhere to full disclosure shall preclude either party from presenting documents or theories in the evidentiary hearing. The parties agree that thirty (30) calendar days prior to the arbitration hearing, they will meet for the purpose of disclosing all documents that will be used in the arbitration hearing.
- I. Both parties to this Agreement may mutually agree, in writing, to arbitration to expedite the processing of a grievance.

23.2 **Definition:** A “***grievance***” shall mean a complaint, by an employee or group of employees, based on an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

23.3 **Procedure:** Grievances shall be presented and adjusted according to the following procedure:

A. Step One: Appeal to the Fire Chief

1. An employee and/or his Union Representative shall provide his grievance to the Fire Chief, and/or his designee, in an effort to resolve the problem.
2. All grievances must be presented within fifteen (15) calendar days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance.

3. The date the employee is presented with notification of the discipline shall be considered “knowledge of the circumstances” giving rise to the grievance. If an employee is not readily available to receive notification, Employer may mail such notification to employee via certified mail to employee at the last address on file in the Human Resources Department. The Employer will provide a copy of such notice to the Union.
4. The Employer will accept and acknowledge receipt of the Union’s Official Grievance Form for the sole purpose of presenting a grievance; however, the Union and/or employee may not impose obligations outside or in addition to the Grievance Procedure through the use of language on the Union’s grievance form.
5. A meeting between the Union, the Fire Chief, and/or the Fire Chief’s designated representative will be arranged to discuss the grievance within fifteen (15) calendar days from the date the grievance is acknowledged as received by the Fire Chief or their designated representative.
6. Within five (5) days of the meeting between the Union, the Fire Chief, and/or the Fire Chief’s designated representative, the Fire Chief shall communicate his decision, in writing, together with a supporting reason to the grievant and to the representative of the Union.

B. Step Two: Appeal to Human Resources Director

1. Within fifteen (15) calendar days after receiving a reply, if the Union still feels aggrieved, appeal by the Union may be taken to the Human Resources Director or his designated representative. Notice of the appeal must be in writing.
2. A meeting between the Union, the Human Resources Director, and/or the Human Resources Director’s designated representative will be arranged to discuss the grievance within fifteen (15) calendar days from the date the grievance is received by the Township Human Resources Director or their designated representative.
3. Within fifteen (15) calendar days after the date of the said meeting, the Human Resources Director or their representative shall communicate the decision of the Human Resources Director in writing, together with a supporting reason, to the Union representative.

C. Step Three: Appeal to Township Supervisor

1. Within fifteen (15) calendar days after receiving a reply, if the Union still feels aggrieved, appeal by the Union may be taken to the Township Supervisor or his designated representative. Notice of the appeal must be in writing.
2. A meeting between the Union, the Township Supervisor, and/or the Supervisor's designated representative will be arranged to discuss the grievance within fifteen (15) calendar days from the date the grievance is received by the Township Supervisor or their designated representative.
3. Within fifteen (15) calendar days after the date of the said meeting, the Supervisor or their representative shall communicate the decision of the Supervisor in writing, together with a supporting reason, to the Union representative.

D. Step Four: Arbitration

1. If the Employer and the Union shall be unable to resolve any grievance, then the grievance may be appealed to arbitration by either party. A selection of arbitrators shall be made by the Employer and the Union within ninety (90) calendar days following the signing of the agreement. The roster of arbitrators shall consist of six (6) members and once the selection process is completed, the Union and the Employer will add the roster to the agreement by a Letter of Understanding.
2. Within sixty (60) calendar days after the decision of the Employer, a written demand for arbitration must be filed with the other party. Within fifteen (15) calendar days from the demand for arbitration, the parties shall select the arbitrator from the agreed upon roster.
3. Selection of an arbitrator shall be made by a blind draw. The names of all of the agreed upon arbitrators shall be placed in a container and the party demanding arbitration shall draw one name from the container in the presence of a representative from the other party.
4. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean

three (3) months or longer). The parties may then exercise the same procedure set forth in subparagraph (3).

5. An arbitrator may be removed from the list by mutual agreement of the parties, during the life of the agreement. Upon such removal, no further cases will be assigned to that arbitrator, the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. An arbitrator may remove himself/herself from the list at any time.
6. If both the Union and the Employer agree, in a particular case, not to use the selected list of arbitrators, then the parties may agree in writing to use the American Arbitration Association (AAA) or the Federal Mediation Conciliation Service (FMCS) for case administration. Regardless of the selection of AAA or FMCS, the parties will follow the established rules of the American Arbitration Association.
7. Nothing in 22.6 or this Agreement shall prohibit any party from presenting an employee's Employment File for consideration of the arbitrator in accordance with the Bullard-Plawecki Act.
8. The arbitrator will hold a hearing promptly; and issue a decision not later than thirty (30) days from the closing of the hearing or the date briefs are due to the arbitrator. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reason, and conclusion on the issues submitted. The arbitrator shall be limited to deciding whether an alleged violation, misinterpretation, or misapplication of a specific article or section of this Agreement has occurred, and he/she shall be subject to, in all cases, the rights, responsibility, and authority of the parties under this Agreement.
9. The cost of arbitration shall be shared equally between the Employer and Union. The Employer and the Union shall each be responsible for compensating its own witnesses.
10. Either party may request a stenographer or court reporter provided such party bears the costs associated with the same and provides a copy of any transcript to the arbitrator and the other party.

11. The Employer shall not compensate the grieving employee(s) for their attendance at an Arbitration hearing.
12. The decision of the arbitrator shall be final and binding on all parties to the arbitration.
13. The parties acknowledge that the timeframe should be flexible to accommodate an orderly disposition of a grievance and agree to consent to an extension of up to fourteen (14) calendar days, which request for extension will not be unreasonably denied.

ARTICLE XXIV: WAGES

24.1 Employees shall be paid on an hourly basis at the attained rank for all hours worked as follows:

<u>40-Hour</u>	<u>Rank Hourly Rate</u>
Fire Inspector	\$36.00

<u>56 Hour</u>	<u>Rank Hourly Rate</u>
Captain	\$32.00
Lieutenant	\$30.00
Sergeant	\$27.00
Firefighter	See Table below:

A 2% across the board wage increase shall be issued on the base wage effective at the beginning of the calendar year for the duration of the contract. Wages increases not issued prior to this agreement shall be issued retroactive, effective January 1, 2021.

40-Hour	2021	2022	2023	2024	2025
Fire Inspector	\$36.00	\$36.72	\$37.45	\$38.20	\$38.97

56-Hour Rank	2021	2022	2023	2024	2025
Captain	\$32.64	\$33.29	\$33.96	34.64	\$35.33
Lieutenant	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12
Sergeant	\$27.54	\$28.09	\$28.65	\$29.23	\$29.81

Fire Fighter (see Table below)

Step	Months	2021	2022	2023	2024	2025
Step 1	0-5	\$16.82	\$17.16	\$17.50	\$17.85	\$18.21
Step 2	6-11	\$17.55	\$17.91	\$18.26	\$18.63	\$19.00
Step 3	12-17	\$18.29	\$18.65	\$19.03	\$19.41	\$19.80
Step 4	18-23	\$19.01	\$19.39	\$19.78	\$20.18	\$20.58
Step 5	24-29	\$19.75	\$20.14	\$20.54	\$20.96	\$21.38
Step 6	30-35	\$20.48	\$20.89	\$21.31	\$21.74	\$22.17
Step 7	36-41	\$21.22	\$21.64	\$22.07	\$22.51	\$22.96
Step 8	42-47	\$21.95	\$22.39	\$22.84	\$23.29	\$23.76
Step 9	48-53	\$22.68	\$23.14	\$23.60	\$24.07	\$24.55
Step 10	54-59	\$23.42	\$23.89	\$24.37	\$24.85	\$25.35
Step 11	60	\$24.17	\$24.66	\$25.15	\$25.65	\$26.17

24.2 Payment for hours worked will be made in fifteen (15) minute increments.

24.3 Any employee who is tardy reporting for duty will be docked in fifteen (15) minute increments.

24.4 When an employee is called-in to work due to a “working structure fire” or at the direction of the Fire Chief or his designee; he shall be paid a minimum of two (2) hours pay at the appropriate rate.

ARTICLE XXV: DURATION

25.1 **Duration:** This Agreement shall cover the period of January 1, 2021, to December 31, 2025, upon approval by both the Employer and the Union.

25.2 **Extension:** In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of the Agreement shall remain in full force and effect pending agreement upon a new contract.

ARTICLE XXVI: ANTI-DISCRIMINATION CLAUSE

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

ARTICLE XXVII: MISCELLANEOUS

27.1 Employees shall be paid biweekly in accordance with the policies and practices of the Finance Department.

27.2 A breakdown of pay hours for each employee shall be shown on the employee's respective check statement. The information on the check statement shall include all deductions taken as well as the employee's time off bank balances.

ARTICLE XXVIII: PHYSICAL EXAMINATION

28.1 **Physical Examination:** Every other year, the Employer will pay the cost of a physical examination for employees. Said examination will be performed at a location of the Employer's choosing and shall include blood work and a chest x-ray. Information related to physical examinations will be made available only on a strict "need to know" basis, as may impact the employee's job performance.

- A.** Failure or refusal to obtain the required physical examination may result in discharge.

- B.** No employee shall be required to perform rescue or medical duties without completion of a Hepatitis B Vaccination Program or a signed release refusing the inoculation. Cost of such vaccination program shall be paid by the Employer.

- C.** An Employee who is found to be not physically fit for active duty during the physical examination will be placed on inactive duty until such time that they are determined to be fit for duty. Employees who are found to be not physically fit for duty during the physical examination and are placed on inactive duty shall be allowed to use: paid time off (PTO), short-term disability, long-term disability and/or Workers Compensation, if eligible, for income while they are on inactive duty status.

ARTICLE XXIX: ALCOHOL AND CONTROLLED SUBSTANCE ABUSE

29.1 **Policy:** The Employer and the Union are dedicated to the well-being and safety of its employees, management, and the community we serve. We are also committed to the successful operation of the Township. We are committed to improve employee productivity and to service the needs and demands of our employees and residents. We acknowledge and agree that alcohol and drug abuse in the workplace reflects a national problem. The Employer and the Union have a strong commitment to its employees to provide an alcohol and drug free working environment. Likewise, the Employer and the Union are committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. We, therefore, have established a Drug-Free Workplace Policy to govern the use of controlled substances and alcohol, and testing programs designed to deter and detect such use in our workplace.

29.2 **Drug-Free Workplace Policy:** See Appendix D.

ARTICLE XXX: DUAL EMPLOYMENT

30.1 **Declaration of Dual Employment:** Any employee who maintains employment outside of the Township shall notify the Employer in writing of such employment on or before January 10th of every year or upon attainment of such employment whether the employment is obtained through another employer or by self-employment. Notification will include name of employer, date of hire, classification, and hours to be worked.

30.2 **Conflict of Interest:** Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of the Township. As in all other facets of their duties, employees dealing with residents, suppliers, contractors, or any person doing or seeking to do business with the Township are to act in the best interest of the Township. Each employee shall make prompt and full disclosure in writing to the Macomb Township Board of Trustees, of any potential situation which may involve a conflict of interest.

An Employee shall not seek or accept for them self or for others any gifts, favors, or entertainment unless it is a benefit less than the value of \$100; or cash payments of any value from any person(s) or business organization(s) that seeks to or currently does business with the Township. Furthermore, an employee is strictly prohibited from accepting any cash or cash equivalent such as stocks, marketable securities, loans, or trips, and/or transportation (i.e., plane tickets, limousine service, etcetera), or the use of vacation homes or other private facilities.

30.3 **Dual Employment Restriction:** Any employee who maintains dual employment shall not place the interests of the other employer(s) over the interests of their employment with the Township. Any work performed for another employer shall not take place during the normal hours of employment with the Township.

ARTICLE XXXI: EDUCATIONAL EXPENSES

31.1 Reimbursement of Educational Expenses: An Employee, who has been pre-approved by the Macomb Township Board of Trustees to take necessary classes for certification related to the employee's job, will be reimbursed by the Employer. The appropriate certificate must be issued for reimbursement of certification classes.

The employee will be responsible for providing the Employer with the current status of his/her certifications along with any other documentation required to substantiate the need for additional training.

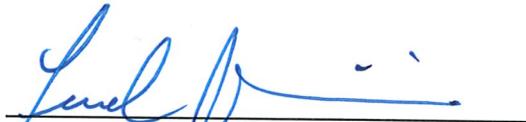
Additional reimbursement for meals, lodging, and mileage, if required and approved by the Macomb Township Board of Trustees, will be made in accordance with the Employer's Expense Reimbursement Policy. Employees will not be eligible for payment for travel time unless mandated by law.

Unless otherwise noted in this Agreement, all changes will become effective on the date the Agreement is signed by both the Employer and the Union.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 24 day of March, 2022.

FOR THE EMPLOYER:
(Township of Macomb)

FOR THE UNION:
(International Association of Fire Fighters
Macomb Township Professional Fire Fighters
Local 5023)


Township Supervisor


Executive Board President


Township Clerk


Executive Board Secretary


Township Treasurer


Executive Board Treasurer


Fire Chief


Human Resources Director

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

**LETTER OF UNDERSTANDING REGARDING
PRESERVATION AND USE OF DEFUNCT EMPLOYEE SICK BANK**

THIS Letter of Understanding (“LOU”) dated this 24 day of March, 2022, is by and among Macomb Township (“Township”), DAVE NOWAK and CHRISTOPHER ZEPKE (collectively referenced as “Employees”), and the International Association of Fire Fighters (“IAFF”), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties’ Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS

WHEREAS, the Parties are actively engaged in negotiations and seek to finalize a successor collective bargaining agreement (CBA) to replace the most recent CBA, which expired December 31, 2020; and

WHEREAS, the successor CBA is anticipated to expire on December 31, 2025, and prescribes explicit terms related to maximum allowable hours of accumulated paid time off (PTO) and the elimination of previous sick bank accruals; and

WHEREAS, Employees were hired prior to January 1, 2008, and have entitlement to accumulated sick leave that will exceed the allowable maximum under the terms of the successor CBA; and

WHEREAS, the Union and the Township wish to make a non-precedent-setting-one-time-agreement specific to the preservation and use of Employees’ historic accumulated sick bank.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS, the undersigned Township, Employees, and Union hereby accept the following and the Employees and the Union do hereby waive any objection, grievance, unfair labor practice, or dispute based on the provisions within this Letter of Understanding:

1. Employees’ earned but unused “Sick” leave balance including Sick hours that would have been credited up to the employee’s anniversary date shall be preserved in a Special PTO bank upon execution of a successor CBA.
2. The Parties agree the hourly value of each preserved hour shall be equal to Employees’ \$31.21 regular hourly rate of pay effective at the time of Sick bank preservation.
3. Employees shall be permitted to access the Special PTO bank balance as paid time off throughout the term of the successor CBA and such requests for paid time off shall not be unreasonably denied.
4. Upon expiration of the successor CBA, Employees shall be entitled to receive a lump sum payment for any remaining unused preserved Sick bank leave hours.

- \$30.29*
- a. The Township shall calculate any lump sum payment based on Employees' regular ~~\$31.21~~ hourly wage that was in effect upon the creation of Special PTO bank.
 - b. Township shall compensate Employees for fifty percent (50%) of remaining unused preserved Special PTO bank hours.
 - c. Upon Employees' request the Township may extend the time to utilize the Special Bank or provide enhanced payout at 80% for time off requests that were determined to be unreasonably denied during this agreement.
5. Parties agree this LOU shall have no effect on any other IAFF employee's Sick, Personal, or PTO bank(s), use, or value.

This Letter of Understanding shall immediately terminate upon the expiration of the successor CBA and shall have no precedential effect of any kind or description in any forum whatsoever as a comparison or otherwise.

Agreeing to the foregoing as stated above we sign as authorized representatives.

MACOMB TOWNSHIP



 By: Frank Viviano, Township Supervisor

3/24/2022

 Date

EMPLOYEE DAVE NOWAK



 Dave Nowak

3-28-22

 Date

EMPLOYEE CHRISOPHER ZEPKE



 Christopher Zepke

03-25-2022

 Date

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
 LOCAL 5023 (IAFF)**



 By: *RYAN GIEMMAN*
 Its: *President*

3-24-2022

 Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

LETTER OF UNDERSTANDING CLASSIFICATIONS AND PROMOTIONAL POSTS

THIS Letter of Understanding (“LOU”) dated this 24 day of March, 2022, is by and between Macomb Township (“Township”) and the International Association of Fire Fighters (“IAFF”), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties’ Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS:

WHEREAS, the Parties are actively engaged in negotiations and seek to finalize a successor collective bargaining agreement (CBA) to replace the most recent CBA, which expired December 31, 2020; and

WHEREAS, the Township currently employs six (6) IAFF members in first-level supervisory “Sergeant” classifications; and

WHEREAS, the Parties agree a promotional ladder for professional advancement within fire department ranks is desired.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Parties agree to include a “Lieutenant” (second-level supervisory) classification with corresponding wages in the successor CBA.
2. The Parties agree to include a forty- (40) hour Fire Inspector classification with corresponding wages in the successor CBA.
3. The Parties agree the Township shall reclassify and compensate the six (6) IAFF members currently classified as “Sergeant” to the new “Lieutenant” classification immediately following IAFF member ratification and Board of Trustee approval of the successor CBA.
4. The Parties agree the Township shall post the following positions for recruitment and selection within thirty (30) days from final execution of the successor CBA.
 - a. three (3) Sergeant positions
 - b. three (3) Captain positions
 - c. one (1) 40-hour Fire Inspector position
5. The Parties agree internal promotional advancement to the rank of Captain is the mutual goal and shall utilize an internal recruitment and selection process to the extent possible, as described below.
 - a) Current Sergeants reclassified to the rank of Lieutenant under the terms of this LOU shall be considered “eligible” to apply for the to-be posted Captain positions and may participate as candidates in the selection process. This one-time waiver of minimum qualifications is restricted to the terms of this LOU.
 - b) The Township shall post three (3) Captain positions and shall restrict its recruitment and selection process to internal candidates, provided there are a minimum of five (5) internal “eligible” applications submitted.

MACOMB TOWNSHIP



By: Frank Viviano, Township Supervisor

3/24/2022

Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)



By: RYAN GERMAN
Its: PRESIDENT

3-24-2022

Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

LETTER OF UNDERSTANDING REGARDING SECURITY CAMERAS

THIS Letter of Understanding ("LOU") dated this 24 day of March, 2022, is by and between Macomb Township ("Township") and the International Association of Fire Fighters ("IAFF"), Local 5023, a Michigan Non-Profit Corporation, sets forth the Parties' Agreement, which subject is not covered or governed by any Collective Bargaining Agreement.

RECITATIONS:

WHEREAS, IAFF first responders are scheduled for twenty-four (24) hour shifts and spend a substantial amount of time in the day room, bunk room, and similar common living and work spaces in the fire stations; and

WHEREAS, the IAFF and the Township each recognize the need and mutual benefit offered through the use of technology-based security devices in the workplace; and

WHEREAS, the IAFF and the Township each desire to bargain in good faith to reach a mutually beneficial successor Collective Bargaining Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Immediately following the execution of a successor bargaining agreement, the Parties agree the Township shall remove seven (7) specific security cameras, as identified by the Parties on the attached Exhibit A.
2. The Parties agree that the security cameras identified in Exhibit A shall not be returned or replaced after their removal unless the Parties negotiate a subsequent good faith agreement.
3. The Parties shall be permitted to verify the above action is taken and may also request and verify the action is maintained.
4. The Parties agree the Township may utilize security cameras, at its discretion, subject to the provisions of this Agreement.
5. The Township agrees that no security camera shall be placed in locker rooms, bathrooms, or bunk rooms, in accordance with current practice and applicable law.

This Letter of Understanding does not alter any terms or conditions of the Collective Bargaining Agreement and shall have no precedential effect or any kind or description in any forum whatsoever as a comparison or otherwise.

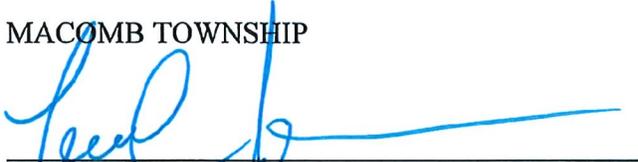
Agreeing to the foregoing as stated above we sign as authorized representatives.

- c) The Township may consider external candidates for Captain only in the event there are less than five "eligible" internal applications submitted.
- d) Eligible candidates that successfully complete the Captain promotional assessment process shall be ranked in order of total assessment scores, from highest to lowest. Candidates with the three highest passing scores shall be promoted/hired to the rank of Captain.
- e) This LOU shall have no effect on any other recruitment and selection process for any other bargaining unit classifications.

This Letter of Understanding shall immediately terminate upon the hiring of a promotional Captain position and does not otherwise alter any terms or conditions of a Collective Bargaining Agreement and shall have no precedential effect or any kind or description in any forum whatsoever as a comparison or otherwise.

Agreeing to the foregoing as stated above we sign as authorized representatives.

MACOMB TOWNSHIP



By: Frank Viviano, Township Supervisor

3/24/2020

Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)



By: Ryan Gierman
Its: President

3-24-2022

Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

**LETTER OF UNDERSTANDING
RETROACTIVE WAGE PAYMENTS TO RECLASSIFIED EMPLOYEES**

THIS Letter of Understanding ("LOU") dated this 28th day of March, 2022, is by and between Macomb Township ("Township") and the International Association of Fire Fighters ("IAFF"), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties' Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS:

WHEREAS, a successor Collective Bargaining Agreement (CBA) and companion Letter of Understanding (LOU) authorizing reclassification of six (6) employees from Sergeant to Lieutenants was duly approved and executed; and

WHEREAS, the successor CBA provides for retroactive payment of wages for all bargaining unit members, effective January 1, 2021; and

WHEREAS, the newly negotiated hourly wage for Sergeant decreased from \$29.11 to \$27.00 and retroactive payment at the reclassified wage would result in an unintended pay reduction and overpayment of wages.

NOW, THEREFORE, IT IS AGREED that the Township and undersigned Union hereby accept the following and the Union does hereby waive any objection, grievance, unfair labor practice, or dispute based on payment of retroactive wages for specified employment reclassification discussed herein.

1. The Parties agree that the six (6) IAFF members reclassified from "Sergeant" to the new "Lieutenant" classification shall receive the following retroactive compensation.
 - a. Retroactive pay for hours worked from January 1, 2021 through December 31, 2021, shall be based on a 2% increase to employee's regular rate of pay under the expired CBA (\$29.11), resulting in an adjusted base wage of \$29.69 for contract year 2021.
 - b. Retroactive pay for hours worked from January 1, 2022 through March 23, 2022, shall be based on a 2% increase to employee's 2021 adjusted regular rate of pay (\$29.69), resulting in an adjusted base wage of \$30.28 for the portion of contract year 2022 where employees were classified as Sergeant.
2. Compensation for reclassified employees shall be paid at the newly established hourly pay rate for the Lieutenant classification (\$30.00), as adjusted by a 2% increase for contract year 2022, resulting in a base wage of \$31.21, effective March 24, 2022.

3. This LOU shall have no effect on any other retroactive pay adjustments for any other bargaining unit classifications.

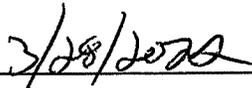
This Letter of Understanding shall immediately terminate upon the execution of retroactive wage payments and does not otherwise alter any terms or conditions of a Collective Bargaining Agreement and shall have no precedential effect of any kind or description in any forum whatsoever as a comparison or otherwise.

Agreeing to the foregoing as stated above, we sign as authorized representatives.

MACOMB TOWNSHIP



By: Frank Viviano
Its: Township Supervisor

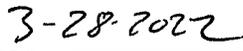


Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)



By: Ryan Gierman
Its: President



Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

ADDITIONAL LUMP SUM PAYMENT

THIS Letter of Understanding (“LOU”) dated this 21 day of June, 2022, is by and between Macomb Township (“Township”) and the International Association of Fire Fighters (“IAFF”), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties’ Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS

WHEREAS, the Parties negotiated a successor agreement (“CBA”) governing the terms and conditions of employment, effective January 1, 2021, through December 31, 2025, which includes provisions for wages increases each year of the CBA; and

WHEREAS, Michigan’s Public Employment Relations Act provides for negotiations with the Union on mandatory subjects of bargaining such as wage adjustments and payments; and

WHEREAS, the Board of Trustees determined at its June 8, 2022, public meeting to provide a one-time retention bonus to all full- and part-time employees hired before July 1, 2022, which was not negotiated in the successor CBA and accordingly requires the Parties’ agreement in order to issue such bonus payments to IAFF members.

NOW THEREFORE, the Township and undersigned Union do hereby accept the following, and the Union does hereby waive any objection, grievance, unfair labor practice, or dispute, and have reached agreement as follows:

1. The Parties agree the Township shall make a one-time lump sum bonus payment to active members of IAFF. Active shall mean the member is in a paid status and is not on a leave of absence. Payments shall not be issued either pro-rated or in full to employees not in an active status at the time payment is issued.
2. Members may be eligible to receive the below payment amounts:
 - a. Employment with the Township commenced prior to July 1, 2022.
 - b. Full-time members actively working in a full-time position shall receive a \$600 lump sum payment.
3. The Parties agree bonus payments shall be subject to the following terms:
 - a. All payments shall be issued as a one-time only lump sum cash payment delivered through standard payroll processes (i.e., paper check, direct deposit, etc.)
 - b. All payments shall be subject to standard payroll taxes and deductions.
 - c. Payments shall be excluded from final compensation calculations, as applicable to eligible members.
 - d. Payments shall be excluded from wage calculations used to determine Township contributions to any and all retirement pension and savings plans (i.e., 401(a), 457, etc.) as applicable to eligible members.

Except as recited above, this Letter of Understanding is a standalone agreement which does not alter, diminish, or enhance any other terms and conditions of the Collective Bargaining Agreement and shall have no precedential effect of any kind or description in any forum whatsoever as a comparison or otherwise.

Agreeing to the foregoing as stated above, we sign as authorized representatives.

MACOMB TOWNSHIP

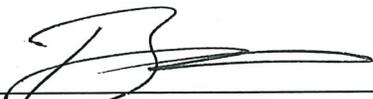


By: Frank Viviano, Township Supervisor

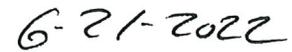


Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)



By: RYAN GERMAN
Its: President



Date

RECEIVED

SEP - 9 2022

Macomb Township
Human Resources Department

STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP

**ONE-TIME WAIVER OF PSYCHOLOGICAL EVALUATION FOR
CAPTAIN PROMOTIONAL PROCESS**

THIS Letter of Understanding ("LOU") dated this 6th day of September, 2022, is by and between Macomb Township ("Township") and the International Association of Fire Fighters ("IAFF"), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties' Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS

WHEREAS, The Township and IAFF have a successor Collective Bargaining Agreement ("CBA") in place governing the terms and conditions of employment, effective January 1, 2021, through December 31 2025; and

WHEREAS, Article 13.4 provides that promotional candidates shall be given a psychological evaluation and Article 13.5 provides that only candidates completing and passing the oral and written tests and a psychological evaluation may be interviewed for promotional positions; and

WHEREAS, the Township has offered the oral and written components of the testing process and has not yet conducted psychological evaluations while the Union has requested waiver of psychological testing on the basis of prior completion, as well as avoiding delay and additional expenses in determining promotional outcome.

NOW THEREFORE BE IT RESOLVED, the Township and undersigned Union do hereby accept the following, and the Union does hereby waive any objection, grievance, unfair labor practice, or dispute, and have reached agreement under the following terms:

1. With specific regards to the 2022 Promotional testing procedure for the classification of Captain, the psychological component of promotional testing shall be waived.
2. Candidates successfully passing both the oral and written test components of the 2022 Captain Promotional test components may be ranked and recommended for hire to the Board of Trustees by the Selection Committee.
3. The Township and Selection Committee retain all other rights provided by the CBA to determine promotional candidates.

Except as recited above, this Letter of Understanding is a standalone agreement which does not alter, diminish, or enhance any other terms and conditions of the Collective Bargaining Agreement and shall have no precedential effect of any kind or description in any forum whatsoever as a comparison or otherwise.

Agreeing to the foregoing as stated above, we sign as authorized representatives.

MACOMB TOWNSHIP


By: Frank Viviano, Township Supervisor

9/6/22
Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)


By: RYAN GORMAN
Its: PRESIDENT

9-6-2022
Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

**LETTER OF UNDERSTANDING
NEW HIRE PAID TIME OFF AWARD AND USE**

THIS Letter of Understanding (“LOU”) dated this 21st day of November 2023, is by and between Macomb Township (“Township”) and the International Association of Fire Fighters (“IAFF”), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties’ Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS:

WHEREAS the Parties negotiated a successor collective bargaining agreement (CBA), effective through December 31, 2025, which explicitly provides provisions for Paid Time Off (PTO).

WHEREAS Article XVII of the CBA provides for issuance of an annual PTO award to newly hired employees assigned to a 40-hour shift; and

WHEREAS annual PTO awards are generally pro-rated based on actual hours worked in the prior calendar year and issued “at the beginning of the next anniversary year;” and

WHEREAS newly hired employees may be restricted from receiving or using PTO as intended by the Parties, based on a contractual requirement to delay PTO awards until the beginning of the next calendar year.

NOW THEREFORE, it is agreed that the Township and undersigned Union do hereby agree to and accept the following, and the Union does hereby waive any objection, grievance, unfair labor practice, or dispute.

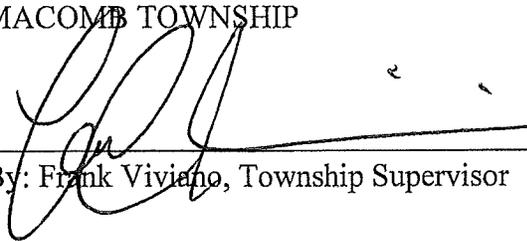
1. Article 17.1 (B)(2)(a), which is applicable to employees assigned to a 40-hour assignment, shall be amended, and replaced with the following language:
 - a) Newly hired employees shall receive eighty (80) hours of PTO upon hire, which may be used during the first year of service, following successful completion of ninety (90) days of employment.
2. Employees are not entitled to use of PTO until successful completion of 90 days, unless otherwise agreed by the Chief or Township Supervisor.
3. PTO use shall remain subject to approval, as provided in the CBA.
4. This Agreement shall be incorporated, into the CBA, effective through December 31, 2025, and shall be included in subsequent successor CBAs unless further modified by mutual negotiation or agreement between the Parties.

5. Except as provided herein, this Agreement does not authorize amendment to any other contractual provision of the CBA, effective through December 31, 2025.

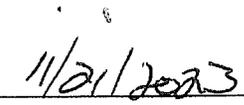
This Letter of Understanding represents the full agreement of the parties. By signing below each party confirms authority to enter into these conditions, which shall be effective and binding upon all those mentioned therein for their stated intent.

Agreeing to the foregoing as stated above we sign as authorized representatives.

MACOMB TOWNSHIP

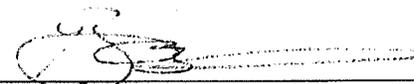


By: Frank Viviano, Township Supervisor

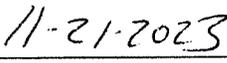


Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)



By: RYAN GERMAN
Its: President



Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

**LETTER OF UNDERSTANDING
NEW HIRE PAID TIME OFF ALLOTMENT**

THIS Letter of Understanding (“LOU”) dated this 14th day of February 2024, is by and between Macomb Township (“Township”) and the International Association of Fire Fighters (“IAFF”), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties’ Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS:

WHEREAS the Parties negotiated a successor collective bargaining agreement (CBA), effective through December 31, 2025, which explicitly provides provisions for Paid Time Off (PTO).

WHEREAS Article XVII of the CBA provides for issuance of an annual PTO award to newly hired employees assigned to a 40-hour shift; and

WHEREAS annual PTO awards are generally pro-rated based on actual hours worked in the prior calendar year and issued “at the beginning of the next anniversary year;” and

WHEREAS newly hired employees are restricted to receiving 80 hours of PTO upon hire, but less than one year.

NOW THEREFORE, it is agreed that the Township and undersigned Union do hereby agree to and accept the following, and the Union does hereby waive any objection, grievance, unfair labor practice, or dispute.

1. Article 17.1 (B)(2)(a), which is applicable to employees assigned to a 40-hour assignment, shall be amended with the following language:
 - a) Newly hired employees shall receive eighty (80) hours of PTO upon hire, which may be used during the first year of service, following successful completion of ninety (90) days of employment. New hires with at least 5 years of full-time firefighter experience shall be entitled to 140 PTO hours per year.
2. Employees are not entitled to use of PTO until successful completion of 90 days, unless otherwise agreed by the Chief or Township Supervisor.
3. PTO use shall remain subject to approval, as provided in the CBA.
4. This Agreement shall be incorporated, into the CBA, effective through December 31, 2025, and shall be included in subsequent successor CBAs unless further modified by mutual negotiation or agreement between the Parties.

5. Except as provided herein, this Agreement does not authorize amendment to any other contractual provision of the CBA, effective through December 31, 2025.

This Letter of Understanding represents the full agreement of the parties. By signing below each party confirms authority to enter into these conditions, which shall be effective and binding upon all those mentioned therein for their stated intent.

Agreeing to the foregoing as stated above we sign as authorized representatives.

MACOMB TOWNSHIP



By: Frank Viviano, Township Supervisor

2/15/24

Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)



By: JAMES MUSZOWSKI
Its: PRESIDENT

2/15/24

Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

**LETTER OF AGREEMENT ADDENDUM
REGARDING PTO TANSITION PERIOD**

**ADDENDUM TO
TEMPORARY TERMS AND CONDITIONS OF EMPLOYMENT FOR PAID TIME
OFF/FILLING OVERTIME/TRADE TIME PENDING APPROVAL OF A SUCCESSOR CBA**

THIS Letter of Agreement Addendum (“LOA”) dated this 22nd day of December 2025, is by and between Macomb Township (“Township”) and the International Association of Fire Fighters (“IAFF” or “Union”), Local 5023, a Michigan Non-Profit Corporation, and sets forth the Parties’ Agreement, which subject is not adequately covered or governed by any Collective Bargaining Agreement.

RECITATIONS

WHEREAS the Township and IAFF are actively in the process of negotiating a successor Collective Bargaining Agreement (“CBA”) governing the terms and conditions of employment and have reached tentative understandings on the bargaining subjects prescribed herein; and

WHEREAS, the Parties executed the “TEMPORARY TERMS AND CONDITIONS OF EMPLOYMENT FOR PAID TIME OFF/FILLING OVERTIME/TRADE TIME PENDING APPROVAL OF A SUCCESSOR CBA” Agreement (also called LOU) (*Exhibit A*); and

WHEREAS the Union requested special provisions to avoid loss of PTO, or its expected cash-equivalent, for certain employees based on timing of annual PTO awards and the agreed upon maximum PTO accumulation bank reduction; and

WHEREAS the Township agrees to utilize the Chief’s authority, pursuant to Article 17.3 to extend deadline for PTO use/pay-out by 60 days.

NOW THEREFORE BE IT RESOLVED, the Township and undersigned Union do hereby accept the following, and the Union does hereby waive any objection, grievance, unfair labor practice, or dispute, and have reached agreement as follows:

1. Certain employees shall be permitted to use PTO under the former maximum allowed accumulation through March 1, 2026.
2. The terms of this LOA are strictly limited to the bargaining subjects prescribed herein and directly tied to the prior Agreement reference herein. All other CBA provisions shall remain in effect, pending the adoption of a successor CBA.
3. The successor CBA must be ratified by the voting members of the IAFF. The successor CBA must be approved by the Macomb Township Board of Trustees. In the event the terms of this LOA are substantially altered or not approved by either the IAFF or Board of Trustees, this LOA will immediately expire and have no effect.

Except as recited above, this Letter of Agreement is a standalone agreement which does not alter, diminish, or enhance any other terms and conditions of the Collective Bargaining Agreement and shall have no precedential effect of any kind or description in any forum whatsoever as a comparison or otherwise.

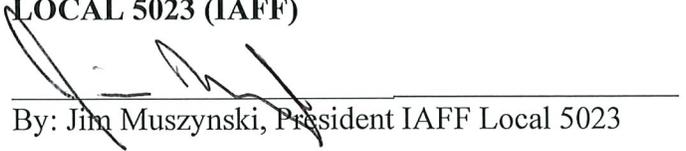
Agreeing to the foregoing as stated above, we sign as authorized representatives.

MACOMB TOWNSHIP



By: Frank Viviano, Township Supervisor

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)**



By: Jim Muszynski, President IAFF Local 5023

12/22/2025

Date

12/23/25

Date

**STATE OF MICHIGAN
COUNTY OF MACOMB
MACOMB TOWNSHIP**

**LETTER OF AGREEMENT ADDENDUM
REGARDING PTO TANSITION PERIOD**

**ADDENDUM TO
TEMPORARY TERMS AND CONDITIONS OF EMPLOYMENT FOR PAID TIME
OFF/FILLING OVERTIME/TRADE TIME PENDING APPROVAL OF A SUCCESSOR CBA**

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RECITATIONS

WHEREAS the Township and IAFF are actively in the process of negotiating a successor Collective Bargaining Agreement (“CBA”) governing the terms and conditions of employment and have reached tentative understandings on the bargaining subjects prescribed herein; and

WHEREAS, the Parties executed the “TEMPORARY TERMS AND CONDITIONS OF EMPLOYMENT FOR PAID TIME OFF/FILLING OVERTIME/TRADE TIME PENDING APPROVAL OF A SUCCESSOR CBA” Agreement (also called LOU) (*Exhibit A*); and

WHEREAS the Union requested special provisions to avoid loss of PTO, or its expected cash-equivalent, for certain employees based on timing of annual PTO awards and the agreed upon maximum PTO accumulation bank reduction; and

WHEREAS the Township agrees to utilize the Chief’s authority, pursuant to Article 17.3 to extend deadline for PTO use/pay-out by 60 days.

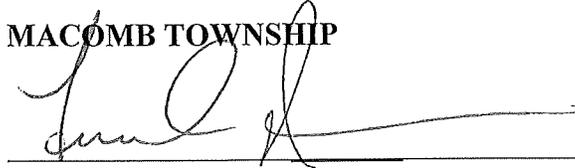
NOW THEREFORE BE IT RESOLVED, the Township and undersigned Union do hereby accept the following, and the Union does hereby waive any objection, grievance, unfair labor practice, or dispute, and have reached agreement as follows:

1. Certain employees shall be permitted to use PTO under the former maximum allowed accumulation through March 1, 2026.
2. The terms of this LOA are strictly limited to the bargaining subjects prescribed herein and directly tied to the prior Agreement reference herein. All other CBA provisions shall remain in effect, pending the adoption of a successor CBA.
3. The successor CBA must be ratified by the voting members of the IAFF. The successor CBA must be approved by the Macomb Township Board of Trustees. In the event the terms of this LOA are substantially altered or not approved by either the IAFF or Board of Trustees, this LOA will immediately expire and have no effect.

Except as recited above, this Letter of Agreement is a standalone agreement which does not alter, diminish, or enhance any other terms and conditions of the Collective Bargaining Agreement and shall have no precedential effect of any kind or description in any forum whatsoever as a comparison or otherwise.

Agreeing to the foregoing as stated above, we sign as authorized representatives.

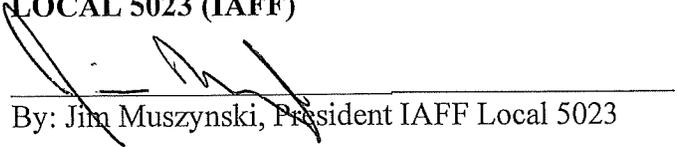
MACOMB TOWNSHIP



By: Frank Viviano, Township Supervisor

12/22/2025
Date

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)**



By: Jim Muszynski, President IAFF Local 5023

12/23/25
Date