



AGREEMENT
BETWEEN
TOWNSHIP OF MACOMB
AND
MICHIGAN ASSOCIATION OF FIRE FIGHTERS
REPRESENTING
MACOMB TOWNSHIP FIRE FIGHTERS ASSOCIATION

July 1, 2023
THROUGH
June 30, 2029

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AGREEMENT

This **Agreement** is for collective bargaining purposes made and entered into the date hereinafter set forth by and between the **Township of Macomb** hereinafter referred to as the **“EMPLOYER”** and the **Michigan Association of Fire Fighters (MAFF)** herein referred to as the **“UNION”** representing the **Employees** as identified in Section 1.2(C)(D).

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 the 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 Michigan Association of Fire Fighters (MAFF).
- C. **"Employee"** shall mean all Paid-On-Call, Part-Time and Auxiliary Fire Fighters with the rank of Assistant Chief, Captain, Lieutenant, Sergeant, Fire Fighter, and Probationary Fire Fighter, excluding the Fire Chief, Deputy Fire Chief, and full-time Fire Fighters.
- D. **"Paid-On-Call Fire Fighter"** a Paid-On-Call Fire Fighter is defined as an employee who is employed by the Employer on a part-time basis in a position which includes firefighting and emergency responsibilities. Paid-On-Call Fire Fighters may include Fire Fighters of various ranks with various fire department responsibilities in addition to fire fighting.
- E. **"Part-Time Fire Fighter"** is an employee, certified in Firefighter I & II and Basic EMT, who is employed by the Employer on a part-time basis in a position which includes firefighting and emergency responsibilities and is excluded from responding to toned out alarms or emergencies when off duty. Part-time Fire Fighters may include Fire Fighters of various ranks with various fire department responsibilities in addition to fire fighting.

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)(D)(E).

2.2 Union Security Defined: Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by filling out and submitting a dues deduction/authorization form. Upon being hired, a new member of the bargaining unit will be offered the choice to join or not join the Union.

2.3 Payment of Dues: If an Employee voluntarily submits a dues/fees authorization form the Township agrees to deduct from the wages of an employee, Union dues or fees as provided for in the written authorization form. The authorization will remain in effect until such time as written notice is submitted of a member's intent to opt out.

A Member shall be responsible for payment of any delinquent dues or fees to MAFF. If a Member does not earn enough pay for the Township to deduct his/her dues or fees from, it shall be his/her responsibility to inform the Union and forward his/her dues or fees directly to MAFF.

2.4 Non-Discrimination: The Employer and the Union agree they will not discriminate against any employee based on the Employee's decision to join the Union, voluntarily pay fees to the Union for bargaining and defending the Collective Bargaining Agreement, or opting out of Union Membership.

2.5 Dues Form Compliance: All dues authorization forms shall comply with respective State and Federal Laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions being made until such deficiency is corrected.

2.6 Union Opt Out: If the Employee chooses to withdraw his/her dues authorization, the Employee shall notify the Michigan Association of Fire Fighters in writing on the form provided by the Union, and shall notify the Employer in a manner described by the Employer.

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

2.8 Payment To: Each employee and the Union hereby authorize the Township to rely upon the Michigan Association of Fire Fighters or its agent regarding specific dollar amounts to be deducted, and sent to the **Michigan Association of Fire Fighters, 667 E Big Beaver Suite 109 Troy, MI 48083**. The authorization form will express, in terms of specific dollars and cents, the amount to be deducted at the end of the first month following the signing of the authorization form.

2.9 Hold Harmless: The Union agrees to save and hold harmless the Township from damages or other financial loss, which the Township may be required to pay or suffer as a consequence of enforcing the above provision.

2.10 Right-To-Work: The Parties agree that should the Right-to-Work Legislation be overturned or modified by the State of Michigan, the Parties will meet and bargain over amending this Article of the Collective Bargaining Agreement.

2.11 New Hires: The Township will notify the Union of all new hires. The Township agrees to forward a seniority list to MAFF containing the name, address, telephone number, and date of hire each time that there is a change in membership.

ARTICLE III
RECOGNITION

3.1 The Employer shall recognize the Michigan Association of Fire Fighters as the sole and exclusive collective bargaining representative of the fire fighters of the Macomb Township Fire Department as defined by Article 1, Section 1.2(C)(D)(E).

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, assigned stand-by;
- 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.

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 counterpart of this Agreement shall be furnished by the Employer to the Michigan Association of Fire Fighters, MAFF, to be distributed to all employees covered under this Collective Bargaining Agreement. The Employer shall provide one (1) copy of this Agreement to all newly hired employees. Each employee receiving a copy of this Agreement shall sign an acknowledgement that he or she received a copy of the Agreement.

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 supply the Employer with a duly authorized and up-to-date list of representatives and any changes made therein from time-to-time identifying persons who will represent the Union Grievance Committee for all matters pertaining to the Agreement or within the scope of Act 379 of the Public Acts of 1965. The authority of the Local representatives shall be limited to and shall not exceed the following duties and activities:

- A. Investigation and presentation of grievances;
- B. Transmission of messages and information which shall originate with and are authorized by the local Association or its officers;
- C. Communicating with MAFF representatives and/or legal counsel regarding Union business and/or grievances; and
- D. Attending meetings which relate to grievances, mediation, arbitration, fact finding, unfair labor practice hearings or court proceedings.

7.3 **Bulletin Boards:** The Union shall be provided bulletin board space at each fire station for the posting of Union notices and other materials. Such boards will be identified with the name of the Union. Bulletin board space may be shared with space provided for other represented members of MAFF. 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 MAFF for proper dispensation.

7.4 **Meetings:** The Union shall be allowed to schedule local meetings on Township property upon written request to the Fire Chief, subject to the written approval of the Fire Chief, which approval shall not be arbitrarily or unreasonably withheld.

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.

8.2 Other Organizations: Employees, as defined in Article I, section 1.2(C)(D)(E), may belong to other organizations, but not as conditions of employment with the Macomb Township Fire Department, nor may other organizations represent any employees with respect to wages, hours, or conditions of employment with the Macomb Township Fire Department, in derogation of the exclusive bargaining agency of the Michigan Association of Fire Fighters.

ARTICLE IX
WAGES

9.1 Fire Fighter Hourly Wages:

	<u>7-1-23</u>	<u>7-1-24</u>	<u>7-1-25</u>	<u>7-1-26</u>	<u>7-1-27</u>	<u>7-1-28</u>
Percent Increase A, B	3.0%	3.0%	2.25%	2.25%	2.25%	2.25%

A. Seniority Fire Fighter:

<u>7-1-23</u>	<u>7-1-24</u>	<u>7-1-25</u>	<u>7-1-26</u>	<u>7-1-27</u>	<u>7-1-28</u>
\$24.05	\$24.77	\$25.33	\$25.90	\$26.48	\$27.08

Fire, Rescue and EMS (Until 1-1-2025)

\$32.80	\$33.78
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1. One (1) hour of preparatory time shall be paid to an instructor for each new lesson plan created at the direction of the Fire Chief and/or his designee.
2. Mentor Pay; Any Seniority Fire Fighter selected by the Chief or his Designee as a Training Mentor shall receive an additional one-hundred dollars (\$100.00) stipend per month.

The Chief shall develop SOP's regarding the Mentor's duties, responsibilities and the selection process.

B. Probationary Fire Fighter:

<u>7-1-23</u>	<u>7-1-24</u>	<u>7-1-25</u>	<u>7-1-26</u>	<u>7-1-27</u>	<u>7-1-28</u>
\$18.04	\$18.58	\$18.99	\$19.42	\$19.86	\$20.31

Fire, Rescue and EMS (Until 1-1-2025)

\$24.60	\$25.33
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Upon completing twelve (12) months of service as a Probationary Fire Fighter, wages for the Probationary Fire Fighter will be equal to that of a Seniority Fire Fighter.

C. Part-Time Phase In:

1. Any POC that converts to part-time prior to July 1, 2024 shall receive a one-thousand two hundred fifty (\$1,250.00) dollar bonus.
2. When a POC converts to part-time he/she shall have an effective start date as part-time that begins on the first (1st) on the month following their option to switch from POC.
3. Any bonus pay for run responses shall be paid based on a prorated amount.
4. All remaining paid-on-call shall convert to part-time by January 1, 2025.
5. All part-time personnel will be required to work a minimum of sixty (60) hours per quarter.
6. Shifts shall be selected in four (4), eight (8), twelve (12) or twenty-four (24) hour increments.
7. Part-time personnel may work additional hours beyond the shift he/she has selected to work, up to a maximum of twenty-four. Shifts shall only extend beyond twenty-four hours in the event of an emergency, severe weather or other significant incident as declared by the Employer.
8. Increase the maximum number of work hours per month to one hundred twenty (120).
9. All personnel hired after signing of CBA will be hired as part-time.
10. Part-time personnel shall not respond to tone-outs.

Should there be issues, related to the elimination of paid-on-call and implementation of part-time, the Employer and Union agree to meet and attempt to resolve the issues.

D. Officer's Stipend:

1. Captain	\$345 per month
2. Lieutenant	\$300 per month
3. Sergeant	\$275 per month

E. Fire fighters shall be paid by the fifteenth (15th) day of each month following the month in which wages were earned.

F. In calculating wages on a one-fourth (1/4) hour incremental basis, the Employer shall utilize the following table:

1 st Quarter	1 - 15 Minutes
2 nd Quarter	16 - 30 Minutes
3 rd Quarter	31 - 45 Minutes
4 th Quarter	46 - 60 Minutes

- G. A breakdown of pay hours for each fire fighter shall be shown on the employee's pay check.

9.2 Stand-by Duty: Shall be anytime a fire fighter: (1) requests and is granted time to fill an open position for Stand-by Duty or (2) is required to be on duty at a fire station in order to respond to alarms and/or perform other duties as assigned by the Fire Chief or his designee.

- A. A fire fighter who requests and is approved to serve Stand-by duty shall be assigned such duty according to seniority, availability, and the total number of hours accumulated during the calendar year. The calculation of stand-by hours will be completed by using the latest Stand-by duty information available to Fire Administration. A fire fighter will be limited to working up to a maximum of one hundred twenty (120) hours per month. Fire Fighters assigned to Stand-by Duty will be permitted to work additional hours on the next Stand-by shift if an opening exists. At no time will a Part-Time or Auxiliary Fire Fighter work in excess of twenty-four (24) consecutive hours except for extreme emergencies with approval from the Fire Chief or his designee.
- B. Stand-by Duty sign-up will be available through MTFD scheduling application/software. The Employer shall assign the fire fighter(s) that is most senior with the least amount of accumulated Stand-by Duty. The assignment shall be made seventy-two (72) hours prior to the date of the Stand-by Duty.
- C. Should a fire fighter accept Stand-by Duty and then notify the Department twenty-four (24) hours or more in advance that they are unable to report; then the fire fighter will be only charged the number of hours for the original assignment. However, in the event a fire fighter accepts Stand-by Duty and then does not report, they will be charged twice the number of hours as originally assigned. Should a member accept Stand-by Duty and fail to show-up for that duty three times in a twelve (12) month period, beginning with the first offense, the fire fighter will have his employment terminated.
- D. The Employer shall utilize the scheduling application/software to track accumulated YTD hours. On January 1st of every calendar year, each and every fire fighter shall have zero (0) accumulated hours. When a new fire fighter(s) is hired during the calendar year and becomes eligible for the above listed assignments, the total hours of each current fire fighter on the accumulation sheet shall be added together and divided by the total number of current fire fighters on the accumulation sheet. The new fire fighter shall be placed on the accumulation

sheet with the number of hours as calculated above and noted as unpaid. This number shall be used to determine the new fire fighter's accumulated hours for bidding assignments only.

- E. The Employer shall provide a seniority list established in accordance with Section 10.2 of the Collective Bargaining Agreement and certified by the Union.
- F. Any fire fighter working Stand-by Duty who responds to an alarm shall be paid at the Stand-by Duty rate of pay.
- G. The Employer shall post, on the scheduling application/software, a total YTD accumulation, up to and including the previous month, which shall be posted at each fire station by the 10th day of the month. It shall be incumbent upon each and every fire fighter to review the list and ensure that the official copy is correct with regard to their respective hours. A fire fighter shall have fourteen (14) calendar days to review the official copy and notify the Employer of any errors and initiate the grievance procedure. If no errors are brought to the attention of the Employer, the official copy will be considered approved by the Union. A fire fighter may bring evidence of errors to the attention of the Employer after the fourteen (14) calendar day period requesting the necessary corrections. However, the fire fighter will not be allowed to initiate the grievance procedure.
- H. On January 1st and July 1st of each year, every Paid-On-Call fire fighter shall declare on a MTFD form, if they wish to be excluded from Stand-by Duty. Those fire fighters requesting to be excluded from Stand-by Duty will not be contacted for the remainder of the six (6) month period. The filing of this declaration does not preclude the fire fighter from signing-up for nor working stand-by duty. This section shall not serve to exempt any POC fire fighter hired after ratification of this Agreement from working the required number of mandatory shifts/hours of Stand-by Duty per month. Effective January 1, 2025, fire fighters shall no longer be required to declare their availability.
- I. The Employer agrees to make available four (4) twenty-four (24) hour shifts per day for selection by Part-Time or Paid-On-Call (until January 1, 2025) personnel. Fire Fighters may work Stand-by Duty for twenty-four (24) hours a day, Sunday through Saturday from 6:00pm to 2:00am, from 2:00am to 10:00am, and from 10:00am to 6:00pm The Employer shall have the right to have any additional number of fire fighters work Stand-by Duty as necessary and in accordance with the collective bargaining agreement.

J. To fall within the guidelines of the Patient Protection and Affordable Care Act, PPACA as it pertains to “full time equivalent”, Part-Time and Paid-on-Call Fire Fighters may not work more than one hundred twenty (120) hours per month. Total hours worked shall include all stand-by, tone-out and training hours. Fighter personnel will be responsible to monitor their hours on a monthly basis to ensure compliance. Upon reaching their maximum allowable hours in a given month, Fire Fighters shall not respond to tone-outs unless ordered by the Chief or his Designee.

9.3 Training: Training shall mean any time a fire fighter is called in by the Employer to receive any educational experience, other than a business or station meeting. Training shall be paid at the fire fighter’s regular hourly rate of pay.

9.4 Alarm Pay: A minimum of one (1) hour shall be paid for responding to an alarm. Additional alarms that are responded to within the first hour are not eligible for a second minimum of one (1) hour of pay. Time responding to an alarm, in excess of one (1) hour shall be calculated in fifteen (15) minute increments at the respective alarm rate of pay. In the event a sign-in sheet is submitted with no time out indicated by the fire fighter, then the fire fighter shall be given a time-out the same as the control time as listed in Fire Tools. Part-time firefighters called into work, called back to work or responding to any working fire and/or significant incident shall receive a minimum two (2) hours pay. Notification shall be through “Send Word Now” system utilized by County Dispatch. Participation in the “Send Word Now” system shall be on a volunteer basis.

9.5 Alarm/Meeting Pay: (Until January 1, 2025) - Meeting pay will be increased to the fire and rescue alarm rate of pay for those POC fire fighters who are on the Response Crew(s) or are designated to respond to an alarm during a meeting. A minimum of one (1) hour shall be paid for responding to an alarm instead of the meeting rate for that hour. Additional alarms that are responded to within the first hour are not eligible for a second minimum of one (1) hour of pay. Time responding to an alarm, in excess of one (1) hour shall be calculated in fifteen (15) minute increments. at the respective alarm rate of pay. The meeting rate of pay will be in effect at the expiration of the one (1) hour minimum if the alarm does not exceed one full hour, or when the fire fighter returns to the meeting. Under no circumstance shall the fire fighter receive both the alarm pay and the meeting pay for the same time. In the event a sign-in sheet is submitted with no time out indicated by the fire fighter, then the fire fighter shall be given a time-out the same as the control time.

9.6 Full-time Township Employees: Full-time employees of the Employer, excluding full-time fire fighters, who are also Paid-On-Call or Part-Time fire

fighters, may not respond to an alarm unless they are requested to report for duty by the Fire Chief with approval of their Department Supervisor.

9.7 **Court Time:** Shall be defined as any time a fire fighter appears in court as a result of an on-duty fire or emergency related incident at the direction of the Employer and/or pursuant to a court subpoena. Court Time shall be at the Meeting rate of pay at a minimum of one (1) hour followed by fifteen (15) minute increments. To be compensated for Court Time, the fire fighter must submit verification of the time of arrival and departure from court. Verification of Court Time for payment must be submitted to the Fire Chief and/or his designee.

9.8 **Tone Outs:**

- A. The Employer agrees to tone out the respective station / district of fire fighters for runs Dispatch classifies “Not Breathing” and all non-medical runs, regardless of the number of fire fighters on Stand-by Duty:
- B. When a structure fire is toned out, all four (4) stations shall be toned-out.
- C. It is understood that the tone out is based upon information provided and available to the Employer or Employer’s representative at the time the emergency call is received. The Union shall not grieve a situation in which inadequate, improper, or a lack of information is provided. The Employer shall have the right to tone out additional stations as necessary.
- D. When a paid-on-call fire fighter responds to an alarm and is not needed at the incident and while such fire fighter is being paid, the Employer may dispatch the fire fighter to a different call regardless of the nature or location of the call. Further, the Employer may dispatch fire fighters on “Stand-by Duty” regardless of the nature of the call and location. When, and only if, the fire fighters on “Stand-by Duty” are unavailable due to a previous call, all subsequent tone outs that occur while the “Stand-by Duty” fire fighters are unavailable, are to be toned out as an alert tone to the appropriate station (regardless of the nature of the call).

9.9 **Holiday Pay:** A Paid-on-Call or Part-Time fire fighter that works Stand-by Duty, responds to an alarm(s), or works a shift on an “actual” holiday (listed below) shall be paid time and one-half (1½) their regular hourly rate of pay for all hours worked on the holiday (0000 hours to 2359 hours).

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Juneteenth
Fourth of July

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

9.10 **Volunteer Events:** The Union and the Employer recognize that the community occasionally requests the attendance and services of the Fire Department that are voluntary in nature. The Fire Chief or his designee will post such events on the bulletin board marked "Volunteer Activities" as soon as possible in order to provide advanced notice and opportunity to all fire fighters.

9.11 **Hours Worked vs. Hours Paid:** Under the Patient Protection and Affordable Care Act, PPACA, otherwise referred to as Health Care Reform or "Obamacare", hours worked shall not be considered the same as hours paid when fire fighters are paid more money than for hours actually worked under the Agreement as found under Article 9.1 Pay Rates, Article 17 Grievance and Arbitration, Article 21 Physical Examination, etc.

ARTICLE X

SENIORITY AND NEW EMPLOYEES

10.1 **Definition:** Seniority shall be determined as the length of service from the last date of hire. A probationary fire fighter shall acquire seniority upon successful completion of their probationary period, which shall date from the original date of hire. The obtainment of seniority will be adjusted for any lost time, e.g., leave of absence experienced under Probationary status. All new fire fighters shall serve a probationary period of twelve (12) months 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 fire fighter.

10.2 **Maintenance of Lists:** The Employer shall maintain separate up-to-date seniority records for all Paid-on-Call and Part-Time fire fighters. The Fire Fighter shall be added to their respective seniority list upon completion of a twelve (12) month probationary period. 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 said change or addition. Although a Probationary fire fighter's name may appear on the Seniority List according to date of hire, the Union and the Employer recognize that such fire fighters do not have seniority rights until the satisfactory completion of the probationary period.

10.3 **Breaking Ties in Seniority:** Seniority shall be determined by the Union.

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

- A. Probationary fire fighters shall be laid off first.
- B. Fire fighters shall then be laid off in accordance with their seniority, beginning with the least senior fire fighter.
- C. When increases in employment occur, seniority fire fighters, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.

10.5 **Layoff Notice:** In the event of a layoff, fire fighters shall be given seven (7) calendar days' notice of layoff. A fire fighter on layoff shall be given seven (7) calendar day notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the fire fighter and shall be confirmed, in writing, and mailed first class to the address last provided to the Employer by the fire fighter. The Employer shall have no responsibility for the failure to notify a fire fighter of recall when such failure is due to the fire fighter's telephone number or address being inaccurate.

10.6 **Loss of Seniority and Termination of Employment:** A fire fighter shall lose seniority and be terminated from employment in any of the following events:

- A. The fire fighter quits;
- B. The fire fighter is discharged for just cause and the discharge is not reversed;
- C. The fire fighter obtains a Leave of Absence under false pretenses or fails to report to work after expiration of an approved Leave of Absence, unless a satisfactory reason for such failure is given;
- D. The fire fighter retires;
- E. The fire fighter is laid off for a period of two (2) years or the length of departmental seniority, whichever is less;
- F. The fire fighter separates from employment upon settlement covering a total disability;
- G. The Paid-On-Call fire fighter is absent without leave, meaning he or she does not respond to any alarms or attend any meetings for twenty-one (21) consecutive calendar days;
- I. If information provided by the fire fighter on his/her application for employment is later found to be false or misrepresented in any respect, then such discovery shall result in the employee's immediate discharge from the Employer's service provided action is taken by the Employer within thirty (30) days of discovery.
- J. A fire fighter attains the age of sixty-five (65).

ARTICLE XI
SAFETY

11.1 **Policy:** The prevention and reduction of accidents, injuries, exposures and occupational illness shall be a primary consideration at all times. The Employer will not adopt any policy or standard in conflict with federal or state laws.

11.2 **Safety Committee:** A Safety Committee shall, at a minimum, be composed of the Fire Chief, Union Representative, and a Paid-On-Call or Part-Time fire fighter who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No fire fighter shall be penalized for reporting unsafe conditions unless such reporting was intentionally false and / or malicious in nature. The Employer shall consider the personal safety of the fire fighter in establishing operational procedures.

ARTICLE XII
PROMOTION PROCEDURE

12.1 Promotional Procedure:

- A. Open position(s) shall be posted by Human Resources within the Department.

- B. 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 no candidates meet the two (2) years in rank requirement, the requirement may be waived.

- C. Candidates must make written application to the Human Resources Department within twenty (20) calendar days of posting. "Application" shall include a cover letter, resume, and a promotional application.

- D. Within sixty (60) calendar days of the close of the posting, applicants who meet the minimum requirements for the open position will take a written test. Those candidates who pass the written test with a score of seventy percent (70%) or better will then sit for the first part of a psychological evaluation. Following the psychological evaluation, the successful candidates shall receive an oral interview by the Selection Committee. The Selection Committee shall be comprised of:
 - 1. The Chief of the Fire Department or his designee,
 - 2. A Fire Chief from another community,
 - 3. The Township Supervisor, Clerk, and Treasurer; and
 - 4. The Human Resources Director.

- E. Candidates shall be ranked by the Selection Committee with the top candidate being selected for the position based upon the written test, psychological evaluation Part A, and the oral interview.

- F. The Selection Committee shall make recommendation to the Macomb Township Board of Trustees of the selected candidate within thirty (30) calendar days of the oral interview(s).
- G. The Township Board shall fill the posted position(s) within thirty (30) calendar days of the recommendation by the Selection Committee to the Macomb Township Board of Trustees contingent upon the Candidate's successful completion of Part B of the psychological evaluation.
- H. Following the approval of the Board of Trustees, the Human Resources Director will notify the Union of the approved promotion(s).

ARTICLE XIII

INSURANCE

13.1 **Workers' Compensation Insurance:** The Employer shall provide Workers' Compensation Insurance that is statutorily required for all fire fighters covered under this Agreement.

13.2 The Employer shall provide benefits through Provident Life and Accident Insurance Company as delineated in the attached "Township of Macomb Fire Department Accident & Health Insurance Summary," "Provident Accident & Health Benefits Highlight Sheet," and "Provident Definitions & Explanations of Accident & Health Policy Form 209." It is understood, however, that if a situation arises in which Provident Life and Accident Insurance Company no longer provides the necessary coverage as delineated in this Agreement and/or any attachments or policies, the Employer shall have the right to provide coverage through another insurance carrier that meets or exceeds the benefits provided by Provident Life and Accident Insurance Company. (See Appendix A).

13.3 A copy and/or summary plan description of the Provident Life and Accident Insurance Company Policy shall be provided to each fire fighter and one (1) copy shall be provided to MAFF by the Employer.

13.4 It is understood by the parties that in addition to the benefits and coverage's provided by the Employer, eligible fire fighters are entitled to the Federal Public Safety Officers Benefit Act of 1976.

13.5 **Group Term Life Insurance:**

A. The Township shall provide \$10,000 of group term life insurance to each fire fighter covered under this agreement and to new fire fighters after ninety (90) days of continuous employment.

B. Group term life insurance shall end upon separation of employment from the Employer.

C. Under a "Personal Leave of Absence", group term life insurance shall end on the last day worked. Upon the fire fighter's return to active duty, group term life insurance shall be reinstated on the first day of the month following thirty (30) days of "active" duty.

D. Refer to Group Term Life Insurance Certificate Summary for further information regarding life insurance benefits.

ARTICLE XIV **PROTECTIVE GEAR**

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

14.2 **Dress Uniforms:** The Employer may provide each fire fighter dress fire uniforms 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. Old uniforms must be returned to the Employer before a replacement will be issued or if an employee ceases to be a Fire Fighter.

A. The Employer shall provide to Paid-On-Call and Part-Time fire fighters upon attaining five (5) years continuous service with the Employer, one complete Class A Dress Uniform. All maintenance of said uniform will be the fire fighter's responsibility. The Class A Uniform shall consist of a jacket, pair of pants, belt, tie and a dress shirt.

14.3 **Uniform and Clothing Replacement Allowance:** The Employer will pay up to three hundred (\$300) dollars per calendar year, for each fire fighter towards the replacement of any personal clothing or glasses damaged 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.

14.4 **Duty Uniforms:** The Employer shall provide each newly hired fire fighter the following uniforms : one (1) pair of uniform pants, one (1) shirt with patches, two (2) t-shirts with fire department insignia, one (1) pair of black work boots, and one (1) baseball cap with a patch or fire department insignia. The Employer will provide a probationary fire fighter with an EMS Parka within thirty (30) days following the successful completion of his probationary period. The Duty Jacket will only be issued once during the life of this agreement. (Note – The employer will not pay for time spent for the initial fitting of uniforms)

A. The employer shall provide each non-probationary fire fighter with two (2) t-shirts with fire department insignia and one (1) baseball cap with a patch or fire department insignia on or before June 1st each year of the contract.

14.5 **Uniform Allowance:** Firefighters shall receive an annual uniform allowance as follows:

- A. Newly Hired – Probationary Firefighter(s) shall receive a prorated uniform allowance of forty-one dollars (\$41.00) per month from date of hire to July 1, payable the first pay check after July 1.
- B. All Firefighters shall receive an annual clothing allowance of five hundred dollars (\$500.00) payable the first pay check after July 1.

ARTICLE XV LEAVES

15.1 Medical Leaves of Absence: When a fire fighter incurs serious injury, illness, or medical condition not related to employment as a Macomb Township fire fighter, the fire fighter will immediately notify the Fire Chief in writing as to the nature of the injury, illness or medical condition. The Employer shall determine whether or not the injury, illness or medical condition prevents the fire fighter from performing firefighting and/or emergency duties. It will be the fire fighter's responsibility, at the fire fighter's own expense, to provide the Fire Chief with a doctor's statement indicating he is mentally and physically fit to perform the fire fighter or emergency medical duties prior to a return of work. Upon notification the fire fighter shall be returned to work. Such return shall be in line with the seniority of the fire fighters.

15.2 The Employer and the Union shall incorporate the provisions of the Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA) and shall apply these provisions to all fire fighters represented by the Union.

15.3 Personal Leaves of Absence: Fire fighters under this Agreement may be granted a personal leave of absence, as specified herein, upon prior request. A request for a personal leave of absence will be subject to a recommendation by the Fire Chief and the ultimate approval by the Macomb Township Board of Trustees.

15.4 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.

15.5 A fire fighter granted a personal leave of absence may be restored to his/her position on the expiration of the leave, if a position is available. The Employer shall not be required to create a position for a fire fighter returning from a leave of absence.

15.6 In the event such fire fighter's position shall have been abolished or filled in the meantime, the employee shall be returned in the following matter:

- A. If there is a probationary fire fighter serving in a position of the same job classification in the department in which the individual was formerly employed, the probationary fire fighter shall be separated and the returning employee appointed to the position.

- B. If there is no probationary fire fighter in that job classification or position in the department in which the individual was formerly employed, the name of the returning fire fighter shall be put at the head of the re-employment list for that class. Should the names of two (2) or more fire fighters returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

15.7 All leave of absence requests for personal, medical, or military duty shall be made in writing 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 fire fighter 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 Medical Leave.

15.8 If a fire fighter obtains a leave of absence for a reason other than stated at the time the request is made, the fire fighter will be subject to disciplinary action up to and including termination.

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

15.10 No fire fighter will be granted a personal leave of absence for the purpose of obtaining employment elsewhere. However, for purposes of obtaining full-time employment wherein a fire fighter is unavailable due to training or other similar requirements, the Employer may grant a leave not to exceed twelve (12) months.

15.11 **Military Leave of Absence:** Macomb Township shall comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended. The Employer shall grant a leave of absence to any reservist who is called into active duty, as well as fire fighters 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/her former position or to a position of a like seniority, status, and pay as specified by USERRA.

ARTICLE XVI

DISCIPLINE

16.1 The Employer shall not discipline or discharge any fire fighter with seniority without just cause.

16.2 The Employer shall have the right to develop and implement work rules, Standard Operating Procedures, or other standards of expected fire fighter conduct. A copy of work rules shall be furnished to the Union and each fire fighter. The Employer will disseminate any new or modified rules and regulations and/or policies and procedures to each and every fire fighter 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 fire fighters for which an immediate modification is necessary.

16.3 Each fire fighter of the Union shall be required to sign an acknowledgement that he or she has received a copy of the new or modified rules and regulations and/or policies and procedures. Each fire fighter 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.

16.4 The Employer agrees that it will give written warnings to fire fighters prior to discharge where the misconduct is not so aggravated, in the opinion of the Employer, as to call for immediate discharge, or where the misconduct is in violation of a work rule requiring no warnings. A fire fighter given a written warning will sign the written warning which fire fighter's signature acknowledges receipt of and understanding as to the nature of the written warning. The fire fighter may request Union representation at the meeting with the Employer where the written warning is presented to the fire fighter. If a fire fighter does not request Union representation, the fire fighter is considered to have waived the right to have a Union representative present.

16.5 Written reprimands from minor offenses, not resulting in disciplinary time-off, and those resulting in disciplinary time-off, shall be removed from the fire fighter's file one (1) year subsequent to the date of such reprimand for minor offenses not resulting in disciplinary time-off and two (2) years subsequent to the date of such reprimand resulting in disciplinary time-off, provided that no like offense is committed by the fire fighter during that time.

ARTICLE XVII
GRIEVANCE AND ARBITRATION

17.1 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 grievance 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 fire fighter 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 local 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 fire fighter, 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.

17.2 **Definition:** A "***grievance***" shall mean a complaint, by any fire fighter or group of fire fighters, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

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

A. Step One: Verbal Procedure

1. A fire fighter and/or his representative shall discuss his grievance with the Fire Chief, and/or his designee, in an effort to resolve the problem. Each party understands that this verbal step of the Grievance Procedure needs to be scheduled at a mutually convenient time and may require an extension of time limits.
2. All grievances must be presented orally within fifteen (15) calendar days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance.
3. The date the fire fighter is presented with notification of the discipline shall be considered "knowledge of the circumstances" giving rise to the grievance. If a fire fighter is not readily available to receive notification, Employer may mail such notification to the fire fighter via certified mail to fire fighter's last address on file in the Human Resources Department. The Employer will provide a copy of such notice to the Union.

B. Step Two: Written Procedure

1. In the event that the matter is not resolved at Step One, a written grievance may be filed by the Union and/or the fire fighter with the Fire Chief within fifteen (15) calendar days after the date of the verbal grievance as described in 17.3.A. Upon submission of a written grievance, with a MAFF grievance number, MAFF is in control of and retains all authority for the processing of the grievance.
2. Within fifteen (15) calendar days after receipt of the written grievance, the Fire Chief shall communicate his decision, in writing, together with the supporting reasons to the grievant and to the representative of the Union.
3. The Employer will accept the Union's Official Grievance Form for the sole purpose of presenting a grievance, however, the Union and/or fire fighter may not impose obligations outside or in addition to the Grievance Procedure through the use of language on the Union's grievance form.

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 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 the supporting reasons, to the Union representative.

D. Step Four: Appeal to Board of Trustees or Mediator

1. In the event the Union disagrees with the decision of the Township Supervisor, or their designated representative, such grievance may be appealed to the Township Board of Trustees. Written notice of such appeal is to be given to the

Township Supervisor and Township Board of Trustees within fifteen (15) calendar days of the decision of the Township Supervisor as stated in Step Three.

2. In the event the Union disagrees with the decision of the Township Supervisor, or their designated representative, in-lieu of appealing to the Township Board of Trustees, based on mutual agreement between the Union and Employer, such grievance may be appealed to Mediation.
3. The Union shall request, in writing, that the grievance be placed on the agenda for the next Macomb Township Board of Trustees' meeting. Confirmation of such action will be provided to the Union.
4. The grievance may be heard by the Township Board of Trustees in closed session pursuant to 1976 PA 267, as amended, at the discretion of the Board of Trustees or upon written request by the employee.
5. The Employer shall notify the Union of a decision rendered, if any.

E. Step Five: 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. The parties established a procedure to follow in selecting an arbitrator from the list as follows:
 - a. Attempt to agree on an arbitrator from the list of six arbitrators above. If an arbitrator is agreed upon then contact the arbitrator for availability.

- b. If the parties cannot agree on a name or the agreed upon name is not available then proceed to c (below).
- c. Conduct an alternate strike method with the following steps:
 - i. A coin toss will determine which party strikes the first name off the list.
 - ii. The party that lost the coin toss will strike a name second.
 - iii. The last name not struck on the list shall be the arbitrator to hear the grievance.
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 this Agreement shall prohibit any party from presenting a fire fighter'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 fire fighter(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 XVIII
DURATION

18.1 **Duration:** This Agreement shall be effective, July 1, 2023, upon approval by the Employer and the Union and remain in effect and force until June 30, 2029.

18.2 **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 XIX
ANTI-DISCRIMINATION CLAUSE

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

ARTICLE XX
DEFERRED COMPENSATION

20.1 The Employer will provide a 457(b) Deferred Compensation Plan for Paid-on-Call or Part-Time Fire Fighters. Participation in this plan is voluntary.

A. Social Security and/or OBRA:

1. A Paid-on-Call or Part-Time fire fighter who is not covered under any pension plan provided by the Employer may opt-out of Social Security (excluding the Medicare contribution of 1.45% of wages) and have the Employer contribute the Social Security contribution (currently at 6.2% of the Paid-on-Call wages) into the Deferred Compensation Plan under OBRA (the Omnibus Budget Reconciliation Act of 1990, as amended, provided the fire fighter files his/her election with Human Resources during their initial thirty (30) days of employment. Afterwards, the Paid-on-Call or Part-Time fire fighter and the Employer can only make contributions to Social Security.
 - a. OBRA contributions may only be deposited into an account through Empower.
 - b. Any Employer contributions made to an OBRA account on behalf of an employee may not be withdrawn under a "hardship" withdrawal.

B. Non-OBRA Voluntary Contributions

1. Eligible fire fighters may also make contributions to a deferred compensation plan in addition to OBRA contributions. Participation in this plan begins on the first day of the month following ninety (90) days of employment. Contributions and withdrawals are governed by the Internal Revenue Service.
2. A fire fighter may only defer compensation into one non-OBRA deferred compensation plan offered through the Employer at any given time. Annual contributions to the Deferred Compensation Plan are limited as specified by the Internal Revenue Service.

ARTICLE XXI
PHYSICAL EXAMINATION

21.1 Every other year, the Employer will pay the cost of a physical examination for fire fighters. 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 it may impact the fire fighter's job performance.

- A. Failure or refusal to obtain the required physical examination may result in discharge.
- B. No fire fighter 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. A fire fighter who is found to be medically unfit for duty shall be placed on a Medical Leave of Absence until such time they are determined to be medically fit for duty by their personal physician and by the Employer's Occupational Medical Provider. In the event of a disagreement between the fire fighter's personal physician and the Employer's Occupational Medical Provider, the fire fighter may request an Independent Medical Opinion (IMO) by another licensed practitioner. The request for an IMO must be made by the fire fighter within forty-eight (48) hours of the date in which the fire fighter was examined by the Occupational Medical Provider. An appointment for the IMO will be scheduled as soon as possible and the Employer shall reimburse the fire fighter fifty percent (50%) of the cost for the IMO. The IMO will be binding upon the parties.

ARTICLE XXII
ALCOHOL ABUSE AND CONTROLLED SUBSTANCE USE

22.1 **Policy:** Macomb Township and the Macomb Township Fire Fighters Association are dedicated to the well-being and safety of its fire fighters, management and the community we serve. We are also committed to the successful operation of our Township. We are committed to improve fire fighter productivity and to service the needs and demands of our fire fighters and residents. We acknowledge and agree that alcohol and drug abuse in the workplace reflects a national problem. Macomb Township and the Macomb Township Fire Fighters Association have a strong commitment to its fire fighters to provide an alcohol and drug free working environment. Likewise, the Township and the Macomb Township Fire Fighters Association are committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. We therefore, are implementing the following procedures to enforce these procedures. The procedures are based upon the Federal regulations (49 CFR parts 40 and 382 and the Michigan Motor Carrier Safety Act No. 339 of 1990 {MCL 480.11}) governing the use of controlled substances, abuse of alcohol, and testing programs designed to deter and detect the use of alcohol and/or controlled substances in our workplace.

22.2 **Procedures:** See Appendix B.

ARTICLE XXIII
PERFORMANCE REQUIREMENTS

23.1 Fire fighters are required to meet and maintain minimum performance requirements in order to assure their ability to successfully respond to fire and rescue alarms and to support their fellow fire fighters in addressing the overall needs of the community at-large.

- A. Alarm Runs: Until January 1, 2025, Paid-on-Call fire fighters must respond to thirty percent (30%) of the runs in their assigned station for which they are available excluding excused days as specified in Section 23.4, bona fide sick leave as specified in Section 15.1, and while attending fire fighter training classes related to their paid-on-call fire fighter employment with the Employer.

Part-Time fire fighters are required to meet and maintain minimum performance requirements in order to assure their ability to successfully respond to fire and rescue alarms and to support their fellow fire fighters in addressing the overall needs of the community at-large.

- B. Training Meetings: fire fighters must attend sixty-six percent (66%) of the monthly training meetings.

23.2 Minimum performance requirements will be monitored on a quarterly basis. Any fire fighter, who fails to meet the minimum standards for alarm runs and training meeting attendance, will be subject to progressive discipline as specified in Article 25.

23.3 A fire fighter who meets and/or exceeds minimum performance requirements for four (4) consecutive quarters will have any and all discipline received for minimum performance requirement infractions removed from their employment record.

23.4 All fire fighters above the rank of Probationary may be excused from active duty for a total of three hundred (300) hours (25 12-hour shifts) during the calendar year. A Probationary fire fighter may be excused from active duty as follows; 0-6 months seniority sixty (60) hours (5 12-hour shifts), 7-12 months seniority sixty (60) hours (5 12-hour shifts). A "shift" is defined as the twelve (12) hour period beginning at the start of the assigned shift and ending at the end of the period of time before commencement of the next day under the assigned shift. To be excused from duty, the fire fighter must submit a Request for Time-off through MTFD scheduling application/software. The

Request for Time-off will only be used to inform the Department of the fire fighter's availability and for the purpose of bonus payment eligibility. After twenty-five (25) shifts of granted and/or excused time-off, any additional absences will not be excused for calculation of the bonus payment.

23.5 Every fire fighter will declare their shift availability for a consecutive twelve (12) hour shift, in writing, to the Fire Chief or his designee at the beginning of each calendar year. The beginning and ending time of the twelve (12) hour shift will be 6:00 a.m. to 6:00 p.m., 6:00 p.m. to 6:00 a.m., and 12:00 a.m. to 12:00 p.m. A fire fighter may request a change in shift assignment during the calendar year as a result of a significant event, e.g., job change, school, illness in the family, disability, and death (immediate family). It is contingent upon a fire fighter to make the Fire Chief aware of any change in availability in writing due to a significant event. The Fire Chief or his designee will confirm the receipt and recording of such change to the fire fighter within seven (7) calendar days of the date of request.

23.6 Fire fighters who are called to report for short-term Military Duty including Reserve status for any member of the United States Armed Forces for a period from one (1) day up to thirty (30) days shall complete and submit a Time-off Request form to be excused from: responding to alarm runs; attending business or training meetings; or completing truck checks while on active and/or reserve duty in the United States Armed Forces from one (1) to thirty (30) days. The Time-off Request form must be submitted for Short-term Military Duty to the Fire Chief or his designated representative at least twenty-four (24) hours in advance of the time requested in order to allow for approval and manpower adjustments. At the end of Short-term Military Duty, the requesting fire fighter will provide the Fire Chief or his designated representative with a copy of his/her orders or other documentation substantiating the leave.

23.7 Any Fire Fighter hired after ratification of this Agreement, and upon gaining shift status, will be required to work sixty (60) hours per quarter.

Members affected by Section 23.7 shall not be required to take vacation time, personal time or any other form of time off from his/her primary job to fulfill the requirements of this Article.

23.8 Any Part-Time, Paid-on-Call or Auxiliary Fire Fighter working an eight (8) hour shift will be allowed a thirty (30) minute workout period.

ARTICLE XXIV
PERFORMANCE BONUS

24.1 **Performance Bonus:** Fire fighters shall be eligible to receive an annual performance bonus based upon the level of alarms responded to as follows:

Performance Bonus POC: Until January 1, 2025, POC Fire fighters who respond to higher levels of Alarms at or above forty percent (40%) and who also meet all of the other minimum performance requirements as specified in Article XXIII shall be eligible for an annual performance bonus, prorated between July 1 2024 and January 1, 2025, as follows:

<u>Percentage of Alarms</u>	<u>Bonus</u>
40%	\$ 500
50%	\$ 750
60%	\$1,000
70%	\$1,500

Performance Bonus Part-Time: On an annual basis, part-time fire fighters shall be eligible to receive a performance bonus based upon the average number of stand-by hours worked during the previous fiscal year as follows:

<u>Hours of Standby</u>	<u>Bonus</u>
420 – 599	\$500
600 – 719	\$950
720 – 839	\$1,200
840 or more	\$1,700

24.2 The annual bonuses will be based upon the fiscal year beginning on July 1st and ending on June 30th of the following year.

24.3 Approved bonuses will be paid by August 15th for the preceding year.

ARTICLE XXV
PERFORMANCE DISCIPLINE

25.1 The Macomb Township Fire Department is charged by the Board of Trustees in providing firefighting and rescue services to the community at-large. In operating the Department, the Fire Chief and his command staff must be able to assure that a sufficient number of fire fighters are scheduled at each station and shift to respond to emergencies. Therefore, the Department has established minimum performance requirements as found in Article XXIII.

25.2 The Fire Chief and or his designated representative will review actual performance on a monthly basis, and when necessary, inform a fire fighter of questionable performance in an effort focused on improvement.

25.3 The Employer will administer discipline in regards to performance with the intent on correcting the undesirable behavior of the fire fighter in order to achieve or exceed minimum performance requirements. However, if the undesirable behavior cannot be changed, then the Employer will proceed with termination of employment.

25.4 As described in Article 23.2, the Employer will monitor performance as it pertains to Alarm Runs on a quarterly basis until January 1, 2025. If actual performance is below the minimum level, then the Employer will proceed in administering progressive discipline as follows:

- | A. <u>Offense</u> | <u>Discipline</u> |
|-------------------|---------------------|
| First Offense | Written Warning |
| Second Offense | One Week Suspension |
| Third Offense | Two Week Suspension |
| Fourth Offense | Discharge |
- B. If a fire fighter who has been issued discipline meets or exceeds the Alarm Run performance requirement for the next quarter or more, but less than four consecutive quarters as described in Article 23.3 and then fails to meet the performance requirement, then the Employer will repeat the previous level of discipline rendered.

25.5 In regards to the performance requirement for Training Meetings, the Employer will evaluate actual performance on a monthly basis each year from July 1st through June 30th as follows:

A.	<u>Missed Training Meetings</u>	<u>Discipline</u>
	1-11	Not Applicable
	12	First Written Report
	13	Second Written Report
	14	Third Written Report
	15	Discharge

B. At the end of the year (June 30th), any discipline rendered for violations of the meeting Training requirement will not be carried-over to the next year of the contract.

C. Training Meetings will be based upon thirty-two (32) meetings per year for the purpose of evaluating performance. Any training meetings above thirty-two (32) will only be counted for the purpose of payment and not charged or credited otherwise.

25.6 Any discipline rendered by the Employer to a fire fighter for a violation pertaining to Minimum Performance Requirements as addressed in Article XXIII shall not in itself determine eligibility for the Macomb Township Paid-on-Call Fire Fighters Annual Bonus Plan for Alarm Responses as described in Article 24.

25.7 Any fire fighter that attends training while working a day-shift on Monday, will not be required to repeat the same training Monday night or Tuesday.

ARTICLE XXVI
WORK STOPPAGE OR SLOW DOWN

26.1 No Lockout: The Employer will not lock out employees during the term of this Agreement.

26.2 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, 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.

26.3 Work Stoppage Declared to be Illegal: In the event of a work stoppage or any other curtailment of work by the Union, 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 employee 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.

26.4 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 XXVII
MISCELLANEOUS

27.1 FDIC Training: Each year the Fire Chief or his Designee shall select a fire fighter to attend the FDIC Training.

- A. The fire fighter attending FDIC shall receive a seven hundred (\$700.00) dollar stipend for attending.
- B. A different fire fighter shall be selected by the Fire Chief or his designee each year.
- C. Lodging shall be separate for all attending fire fighters.

27.2 E-Dispatch: The Employer agrees to provide E-Dispatch for all Paid-on-Call and Part-Time Fire Fighters.

27.8 Sleeping Quarters: The Employer agrees to provide sleeping quarters for all Paid-On-Call and Part-Time personnel.

27.9 Down Time: Shall be from 2200-0700Hrs.

All Letters of Understanding agreed to during the last contract will be incorporated into the new collective bargaining agreement. Any Letters of Understanding or provision thereof that is not incorporated into the new collective bargaining agreement shall be discontinued.

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

18th Day of July 2024.

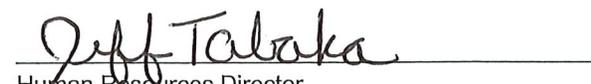
FOR THE EMPLOYER:
(Township of Macomb)


Township Supervisor


Township Clerk


Township Treasurer

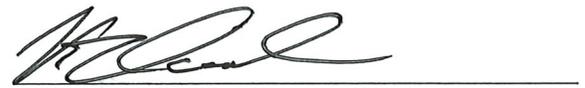

Fire Chief


Human Resources Director

FOR THE UNION
(Michigan Association of Fire Fighters
representing the Macomb Township Fire
Fighters Association)


MAFF Business Agent


MTFFA President


MTFFA Vice President

APPENDIX A
PROVIDENT ACCIDENT & HEALTH POLICY

APPENDIX B
DRUG-FREE WORKPLACE POLICY

**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.

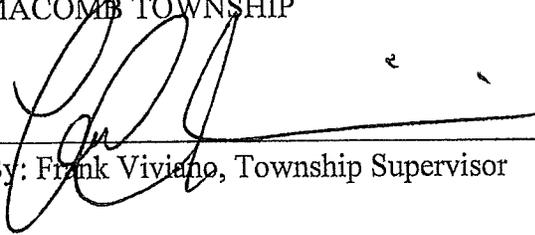
1. Article 17.1 (B)(2)(a), which is applicable to employees assigned to a 40-hour assignment, shall be amended, and replaced with the following language:
 - a) Newly hired employees shall receive eighty (80) hours of PTO upon hire, which may be used during the first year of service, following successful 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

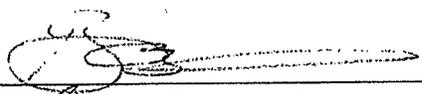


By: Frank Viviano, Township Supervisor

11/21/2023

Date

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 5023 (IAFF)



By: RYAN GERMAN
Its: President

11-21-2023

Date