

AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF NORTHVILLE

AND

**NORTHVILLE TOWNSHIP
PROFESSIONAL FIREFIGHTER'S UNION
Local 3961, AFL-CIO**

January 1, 2024 to December 31, 2026

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ARTICLE 1 – AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Charter Township of Northville, Wayne County, Michigan, (hereinafter referred to as the "Township") and the Northville Township Professional Fire Fighters, Local 3961, AFL-CIO, an affiliate of the International Association of Fire Fighters (IAFF), (hereinafter referred to as the "Union").
- 1.2 WHEREAS, Local 3961 of the IAFF was elected and recognized as the official sole bargaining agent as of August 19, 1999 by the Township to represent all the full-time professional employees in the bargaining unit as certified by the Michigan Department of Labor, Employment Relations Commission, Labor Relations Division on August 19, 1999.
- 1.3 WHEREAS, the Township and Union are desirous of continuing to work harmoniously together, to promote and maintain high standards of Firefighter conduct, efficiency and service and to provide such high quality fire/rescue service for the benefit of the citizens of the Township of Northville.

ARTICLE 2 – RECOGNITION

- 2.1 The Township recognizes Local 3961 of the IAFF as the exclusive bargaining representative of all the full-time Firefighters of the Township, but excluding paid-on-call and/or reserve Firefighters, the Director of Public Safety, the Fire Chief, Deputy Chief and all other employees who would be excluded by state law, and such will constitute the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment in that bargaining unit.

ARTICLE 3 – DEFINITIONS

- 3.1 Firefighter: The term firefighter is synonymous with employee and/or member and unless specified otherwise applies collectively to all employees covered under this agreement.
- 3.2 Will: The use of the term "will" is synonymous and equivalent to "shall" in this agreement.

ARTICLE 4 – EQUAL RIGHTS

- 4.1 The Township agrees not to discriminate against any member of the bargaining unit on the basis of union status or any other status protected by law.

ARTICLE 5 – UNION RIGHTS

- 5.1 The Union and its members will have such rights as provided by the ordinances of the Charter Township of Northville, the statutes of Michigan and of the United States, and the Constitutions of Michigan and the United States. Further, the

Union and its members will have such rights as are provided for either or both in this Agreement.

- 5.2 Each member of the Union will have the right to inspect that member's personnel file, as that is defined by state law, and will receive a copy of any writing placed therein, upon request.
- 5.3 If the Union desires to hold a meeting of its members on Fire Department property, it will request permission in writing from the Fire Chief or his/her designee to do so. The decision as to whether to allow the meeting to occur on Fire Department property will be within the discretion of the Fire Chief or his/her designee but permission will not be unreasonably denied when such a meeting, in the opinion of the Fire Chief or his/her designee would not be disruptive to the operations or reputation of the Township of the duties of the employees. No meeting may be held on Township property without the express prior approval of the Fire Chief or his/her designee.

ARTICLE 6 – UNION RELEASE TIME

- 6.1 The Union President and/or designee will be granted 96 hours of paid release time for MPFFU or IAFF sponsored conventions or seminars per calendar year. Union release time will not be the direct cause of overtime.

ARTICLE 7 – DUES CHECK-OFF

- 7.1 The following provisions will govern the payment of Union dues by withholding by the Township from the bargaining unit member's pay:
 - a. The Township agrees to deduct the union membership initiation fee and the union dues, biweekly, from the pay of those employees who voluntarily, individually authorize in writing that such deductions be made.
 - b. All authorizations delivered to the Township prior to the first day of the month shall become effective during that succeeding month.
 - c. Check-off monies will be deducted per biweekly pay.
 - d. The check-off monies will be paid to the Union Treasurer 15 days after the end of the month. The Union shall furnish the Township with a certification showing the name and address of the Union Treasurer to whom the amounts so deducted are to be remitted, and the amount of such deductions.
- 7.2 An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon written notice to the Township and the Union during the two-week period prior to the expiration date of this Agreement.

ARTICLE 8 – UNION DUES

- 8.1 The Township, upon receipt of a payroll deduction authorization form, signed by the employee, will deduct from that employee's wages, the amount due to the Union and will forward same to the Treasurer of the Union once monthly. Said authorization form shall be revocable only upon the giving of written notice to the Township and the Union within 14 days prior to the expiration date of this contract.
- 8.2 All members of the bargaining unit may, as a condition of employment, become members of the Union or pay a service fee for designated chargeable costs to the Union incurred in its representation of non-members.
- 8.3 The Union will represent probationary employees but only for the purpose of collective bargaining with respect to rates of pay, wages and hours of employment.

ARTICLE 9 – NEGOTIATING COMMITTEE

- 9.1 Two members of the Negotiating Committee who are on duty during scheduled negotiations, mediation or arbitration leading to the contract, will be given time off without loss of pay or benefits.
- 9.2 The Township will release two members of the Negotiating Committee for arbitration hearings scheduled during his/her normal working hours.

ARTICLE 10 – BULLETIN BOARD

- 10.1 The Township shall assign a bulletin board at each fire station not less than 36" by 48" which may be used by the Union for posting notices, bearing the written approval of the President of the Union local, which will be restricted to:
 - a. Notice of Union Affairs;
 - b. Notices of Union elections;
 - c. Notices of Union appointments and results of Union elections;
 - d. Notices of Union meetings;
 - e. Other notices of bona fide Union affairs which are not political or libelous in nature.
 - f. Educational and training notices received by the Fire Chief and/or his/her designee will be made available to the Union Steward for posting.
 - g. The Union's use of any bulletin board will be restricted to Union notices of recreational and social affairs, appointments, meetings, and reports of Union committees.
- 10.2 The Union will designate a person(s) to maintain the bulletin board in a current and sightly condition. Material will not be posted on the bulletin board without the prior authorization of the Union.

ARTICLE 11 – SENIORITY

- 11.1 New Firefighters will acquire seniority from date of hire. For employees hired on the same date, seniority will be based on cumulative scores through the pre-hire process. The Firefighter's name will be placed on the seniority list in the order of his/her seniority date.
- 11.2 An up-to-date seniority list shall be furnished to the Union upon written request from the union president to the Township.
- 11.3 An employee shall lose his/her seniority for the following reasons:
- a. If the employee resigns or retires;
 - b. If the employee is discharged, and not reinstated;
 - c. If the employee does not return to work within three calendar days following recall from a layoff. This three day period commences from the time the Township receives the return receipt from correspondence notifying the employee of the recall;
 - d. If the employee does not return to work at the end of an approved leave without a reasonable and valid excuse;
 - e. If the employee is off work for 24 months because of a work-related illness or injury;
 - f. Or for 24 months for any other reason; and
 - g. If the employee is absent from work for three working days, without properly notifying the Township, unless the reason for such absence is a permitted absence under the provisions of this Agreement.
- 11.4 A newly hired Firefighter will be constituted as a probationary employee. Probationary employees are considered to be "at will" employees during any term of probation or extension thereof. A probationary Firefighter will not be paid less than the wages in effect under this Agreement and pertinent to the time of his/her tenure as a probationary Firefighter. The probationary Firefighter will have probationary status for twelve continuous months, provided the Township may extend said period for additional terms not to exceed an aggregate of 24 continuous months. Lateral transfers will have probationary status for six continuous months, provided the Employer may extend said probationary status for additional terms not to exceed an aggregate 18 continuous months. The decision to extend a Firefighter's probation shall not be arbitrary or capricious. Any probationary Firefighter at the effective date of this Agreement shall continue in such status, subject to the terms hereof.
- 11.5 The decision of the Township to appoint a new full-time Firefighter is in its sole discretion, not subject to the grievance procedure, providing the Township does not act in an arbitrary or capricious manner or without rational basis in fact.
- 11.6 A Northville Township part-paid Firefighter, or a Northville Township employee from outside of the Fire Department, who moves to a full-time Firefighter

position will be granted a new augmented seniority date based on actual hours worked as a part-paid Northville Township Firefighter, or Northville Township employee from outside of the Fire Department. The augmented seniority date will apply for retirement, longevity, and vacation purposes. The hire date as a full-time Firefighter will apply to conditions of employment, department seniority, and other job specific factors.

11.7 Seniority in rank shall have precedence over time in service.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

12.2 Definitions:

- a. A “grievance” is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement.
- b. The term “employee” includes any member of the bargaining unit covered by the contract.
- c. The Union President will have the authority to appoint “stewards,” typically one per shift for each station. There may also be one appointed from the 40-hour administrative employees. These “stewards” shall enjoy all the privileges afforded this position for the maintenance and enforcement of the contract.
- d. The Union President, or his/her designee, shall operate as the “grievance officer,” who shall be a member of the Union and recognized as such by the Township. The grievance officer shall have all rights and responsibilities necessary to resolve all grievances including Step 1 and beyond.

12.3 The grievance officer will be permitted to leave his/her work, after obtaining approval of his/her respective supervisor and recording his/her time, for the purpose of presenting or adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his/her grievance. Permission for the grievance officer to leave his/her workstation will not be unreasonably withheld. The grievance officer will report his/her time to his/her supervisor upon returning from a grievance discussion.

12.4 The privilege of the grievance officer to leave his/her work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that he/she will continue to work at his/her assigned job at all times except when permitted to leave his/her work to handle grievances.

12.5 Presentation of Grievance

- a. The Township and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Township and the Union agree that an employee, with or without his/her grievance officer, must first bring his/her problem or grievance to the attention of his/her immediate supervisor, informally, who shall attempt to resolve the grievance.

12.6 Step One

- a. If the grievance is not settled informally, the employee will discuss it with the grievance officer. It will be reduced to writing, giving the facts, citing the articles of the contract alleged to be violated, stating the specific remedy requested, and will be signed by the employee; and where the Union determines it to be meritorious, submitted to the Fire Chief or his/her designee no later than eight calendar days after the affected employee becomes aware or reasonably should have become aware of the occurrence on which the grievance is based. The Fire Chief or his/her designee will consider the matter and will give his/her written decision within seven calendar days of his/her receipt of the written grievance.

12.7 Step Two

- a. If the grievance has not been settled, the grievance officer, within seven calendar days, may submit the grievance, in writing, to the Township Manager or his/her designee, who will reply, in writing, within seven calendar days from receipt of the grievance. A meeting between the Township Manager or his/her designee, and the grievance officer, will be held to discuss the grievance within the seven-day period.

12.8 Step Three

- a. If the grievance has not been settled, the Union may request (in writing to the Township Manager) binding arbitration within 21 calendar days from the last action in Step Two. Upon such written notice to the Township Manager requesting arbitration, the parties will attempt to select an arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an arbitrator within ten calendar days, the Union shall submit a written demand to the Michigan Employment Relations Commission (MERC). The rules and procedures will bind the parties of the Agency in the selection of the arbitrator. All proceedings and the selection of the Arbitrator shall be in accordance with the then applicable rules and procedures of the Agency applicable to labor grievances. The arbitrator so selected will hear the matter promptly and will issue his/her decision no later than 30 days from the date of the close of the hearing unless the parties agree otherwise. The arbitrator's

decision will be in writing and will set forth his/her findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/She shall have no power to add to, subtract from, or modify any terms of this Agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator will be final and binding upon the Township, the Union and the grieving employee.

- b. The costs of the arbitrator's services, including his/her expenses, will be borne equally by the parties. Each party shall pay for its own expenses.

12.9 The parties may mutually agree to extend any deadline set forth above. The Township's failure to meet any deadline will be deemed that the grievance will automatically go to the next step. The Union's failure to meet any deadline will be deemed that the grievance will automatically go to the next step.

12.10 Miscellaneous

- a. No grievance, verbal or written, withdrawn, or dropped by the Union after only the first step of the grievance procedure or granted by the Township will have any precedential value.
- b. During any of the proceedings, and until a final determination has been reached, all proceedings will be private and any preliminary disposition will not be made public without the agreement of all parties, subject to both parties and the arbitrator acting in full compliance with the requirements of the Open Meeting Act, being Act 267, P.A. of 1976, Sections 15.261, et seq, MCLA, to the degree any of the provisions thereof are applicable.
- c. There will be no reprisals of any kind by the Union or the Township taken against the grieving employee, any party in interest, the grievance officer, or the Union, or any other participant in the procedure set forth here, by reason of such participation, but the foregoing will not be interpreted to mean the Township waives any discipline of the grieving employee for the transactions or occurrences out of which the grievance arose.
- d. No employee will be discharged, suspended, reduced in rank, or otherwise disciplined except for just cause. The Township may take disciplinary action as to an employee's acts or omissions within a reasonable amount of time after the Township has conducted a complete investigation. The claim of any employee who has been unjustly discharged, suspended, reduced in rank, or otherwise disciplined, shall be processed as a grievance, and the said employee shall be entitled to all the procedures as set forth above, Steps One through Three, including binding arbitration.

- e. Probationary employees do not have a right of grievance during the period of probation, except for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment. Any disciplinary action taken against probationary employees will not be subject to the grievance procedure.

ARTICLE 13 – OVERTIME

- 13.1 Any employee who is required to return to work, for the purpose of performing active firefighting duties, public education, or department sponsored meetings and required training, will be paid at the rate of time and one-half for all hours worked for a minimum of three hours.
 - a. In times of need, the Fire Chief or his/her designee may require callback.
 - b. Off-duty shift personnel responding to an emergency call-back shall make proper and immediate notification of their intent to respond. Overtime will be paid from the moment of availability.
 - c. Employees responding to a callback will remain on duty until released by the command officer. If an employee responds to a succeeding callback occurring within the same three-hour period for which the employee has already received the three-hour minimum pay, no second three hour minimum pay will be required and the employee will be paid at his/her time and one-half rate rounded up in one-half hour increments for the time worked.
 - d. An employee called in prior to their scheduled shift shall be paid overtime until the start of their shift.
 - e. When personnel attend meetings remotely they will be paid at the rate of time and one-half for all hours worked without a three-hour minimum.
- 13.2 Employees will be provided an opportunity to work overtime through a fair and equitable overtime accounting system. The providing of a call-in opportunity will be satisfied by attempting one notification call to the employee which is reasonably designed to reach the employee.
- 13.3 In the event of an emergency, declared by the Fire Chief and/or his/her designee, affecting the Township of Northville or the operations of the Northville Township Fire Department; the Fire Chief and/or his/her designee may require overtime from off-duty personnel.
- 13.4 Special assignments or overtime relevant to personnel with specialized skills will not require the use of the department's routine overtime system.
- 13.5 Any employee aggrieved by the failure of the Township to properly assign overtime shall be given preference in the overtime rotation in satisfaction of his/her claim.
 - a. Preference shall continue until the overtime is appropriately equalized.

- 13.6 In the event that overtime is required to fill a command position absence or vacancy, current Suppression Command Officers shall be given the first opportunity to fill the overtime, regardless of overtime hours worked.
- 13.7 In the event that overtime is required to fill a command position absence or vacancy, and the absence or vacancy is not filled by a current Suppression Command Officer, Administrative Command Officers will be given the opportunity to fill the overtime, regardless of overtime hours worked.
- 13.8 Administrative Command Officers will only be eligible for command only overtime after meeting all eligibility requirements of their current administrative position.

ARTICLE 14 – COMPENSATORY TIME

- 14.1 An employee, at his/her option, may accrue authorized overtime to a maximum of 168 hours to be placed in a compensatory time bank for the employee.
- 14.2 Any overtime hours, which the employee wishes to be placed in the compensatory time bank, must be properly designated according to the policy of the department within the pay period in which the time was earned. The hours placed in the compensatory time bank will be calculated at time and one-half.
- 14.3 Employees who want to use compensatory time must first obtain approval from the Fire Chief or his/her designee. The hours used would be paid at the regular rate of pay.
 - a. Compensatory time will only be approved for durations of six hours or more, with the following exceptions:
 - i. Compensatory time beginning at 08:00 or ending at 08:00 will be approved for durations of three hours or more.
- 14.4 The use of compensatory time must not be the immediate cause of the Township having to pay overtime rates to any other employee. An employee will not earn overtime while on compensatory time.
- 14.5 Upon an employee resigning or retiring from employment, the employee will be paid for his/her compensatory time earned to the effective date of his/her termination or retirement. In the event of death, the employee's dependents, if designated, or the estate of the deceased employee, will be paid any accrued compensatory pay otherwise due the decedent as of the date of death.

ARTICLE 15 – FUNERAL LEAVE DAYS / BEREAVEMENT LEAVE DAYS

- 15.1 Each full-time employee will be granted time off with pay at the straight- time rate to attend, make plans, arrangements, grieve with family, and travel to a funeral in accordance with the following procedure:
- 15.2 In case of a death in the immediate family, the full-time Fire Suppression employee will be granted the day of death through day of the funeral, not to exceed two duty shift days, unless the employee must travel 250 miles or more to attend the funeral in which case a maximum of three duty shift days will be allowed. Immediate family is defined spouse, husband, wife, life-partner (must cohabit), child to include step, adopted, and foster, father, mother, grand parent, stepfather, stepmother, father-in-law, mother-in-law, sister, brother, or grandchild of the employee/employee's spouse/employee's life-partner, to include steps and halves.
- 15.3 In case of a death in the immediate family, the full-time Fire Administration employee will be granted the day of death through day of the funeral, not to exceed five duty shift days, unless the employee must travel 250 miles or more to attend the funeral in which case a maximum of eight duty shift days will be allowed. Immediate family is defined as spouse, husband, wife, life-partner (must cohabit), child to include step, adopted, foster, father, mother, grand parent, stepfather, stepmother, father-in-law, mother-in-law, sister, brother, or grandchild of the employee/employee's spouse/employee's life-partner, to include steps and halves.
- 15.4 A full-time employee will be granted the day of the funeral in case of a death of sister-in-law, brother-in-law, aunts, uncles, nieces, nephews of the employee/employee's spouse/employee's life-partner.
- 15.5 The Township will consider requests for funeral leave for acquaintances on a case-by-case basis based on specific circumstances.
- 15.6 The compensation to be paid for the funeral leave days will not be paid unless the full-time employee is otherwise regularly scheduled to work the funeral leave day(s). To the degree the funeral leave days include days when the employee is not regularly scheduled to work, the employee will not be paid for the time.
- 15.7 Employees must notify the Fire Chief or his/her designee before taking funeral leave. Failure to comply may be cause for denial of such leave.
- 15.8 An employee requesting funeral leave may be required to provide evidence to substantiate the leave.
- 15.9 The Fire Chief or his/her designee may approve bereavement leave to be taken from the employee's sick bank after funeral leave has been exhausted on a case-by-case basis.

ARTICLE 16 – PERSONAL BUSINESS TIME

- 16.1 Upon hire, and each subsequent annual anniversary date, full-time employees working a 40-hour work schedule will be allowed 40 hours of non-cumulative personal business time and employees working a 56-hour work schedule will be allowed 56 hours of personal business time with pay for personal business. Personal business time must be used in a minimum of three hours.
- 16.2 A request for a personal business time may be denied if the absence of the employee would unreasonably interfere with the services required to be performed within the Township.
- 16.3 Personal business time will not be accumulated and must be taken during the 12-month period following hire date or anniversary date.

ARTICLE 17 – VACATION DAYS

- 17.1 Vacation time is earned during the calendar year and granted the following January 1.
- 17.2 Each full-time employee of the bargaining unit, at the beginning of each calendar year, will be granted the following number of vacation days in accordance with their number of years of lifetime service and previous years' service:
- a. 56-Hour Work Schedule (upon completion of)
 - i. Date of Hire - 48 hours
 - i. 1 Year - 96 hours
 - ii. 2 Years - 144 hours
 - iii. 4 Years - 168 hours
 - iv. 5 Years - 240 hours
 - v. 10 Years - 288 hours
 - vi. 12 Years - 336 hours
 - b. 40-Hour Work Schedule (upon completion of)
 - i. 1 Year - 40 hours
 - ii. 2 Years - 88 hours
 - iii. 3 Years - 96 hours
 - iv. 4 Years - 120 hours
 - v. 5 Years - 144 hours
 - vi. 6 Years - 160 hours

For employees on a 40-hour work schedule, eight additional vacation hours will be earned for each year of lifetime service, not to exceed a total of 208 in any one year.

- 17.3 Any employee who has a break in employment status, for any reason other than on the job disability, and is subsequently re-employed, will be deemed to be a new employee in the first year of service for purposes of computing vacation time.

- 17.4 Vacation Rollover
- a. Fire Suppression
 - i. There will be no accumulation greater than 120 hours which will be added to the next year's vacation time.
 - b. Fire Administration
 - i. There will be no accumulation of greater than the number of days which when added to the next year's eligibility would equal more than 280 hours.
- 17.5 Employee's preferences as to the designation of when vacation days will be utilized will be accepted by the Township, subject to the Township's ability to maintain the highest standard of fire/rescue service to the Township.
- Fire Administration will not use any combination of leave time which exceeds 3 weeks leave with approval from the Fire Chief. Leave will not be arbitrarily or capriciously denied.
- 17.6 Vacations must be scheduled according to the following procedure: The employee will be allowed to use vacation days in only 12- or 24-hour day increments where schedules permit as approved by the Fire Chief or his/her designee. Vacation requests will be considered on a first come basis. In the event two or more employees request the same day on the same day, the vacation day will be granted to the most senior employee. In no event will an employee "bump" another employee from his/her previously approved vacation schedule.
- Vacation time may be reduced when returning to duty for an emergency call back. Vacation may be used in less than 12-hour increments if there is less than 12 hours in a person's vacation leave bank.
- 17.7 Upon an employee resigning or retiring from employment and provided said employee will not be subject to any discipline by the Township, the employee will be paid for his/her vacation earned to the effective date of his/her termination or retirement as prorated for whatever year of credited service is applicable to the calendar year within which the effective date falls. In the event of death, the employee's dependents, if designated, or the estate of the deceased employee, will be paid any accrued vacation pay otherwise due the decedent as of the date of death.
- 17.8 Vacations will require a 31-day notice. The Fire Chief or his/her designee may approve a vacation with less than 31 days' notice. Vacations with less than 31 days' notice will not be unreasonably, arbitrarily, or capriciously denied.
- 17.9 If an employee becomes sick or is injured during the employee's scheduled vacation and the employee is not able to take approved vacation time, the employee may, upon notification to the Fire Chief and/or his/her designee and upon presentment of specific and detailed medical certification, charge the

time off to sick leave consistent with the provisions of this agreement, and have the period of illness or injury credited to the employee's vacation time off to be re-scheduled consistent with the provisions of this Article. This provision does not apply to members who become sick while already traveling on their leave.

ARTICLE 18 – QUARTERMASTER PROGRAM/UNIFORM ALLOWANCE

- 18.1 The Township will furnish the following uniform items to all full-time fire department employees. The make and model of the following equipment will be mutually agreed upon by the Union and Township. All issued uniforms shall meet all applicable OSHA and MIOSHA standards. Such uniforms shall include: uniforms shirts, uniform pants, polo shirts, sweatshirts, t-shirts, belts, name tags, badges, shoes/boots, baseball caps, winter hats, and EMS/winter jacket. All firefighting safety equipment shall meet, at the minimum, current NFPA standards. "Firefighting safety equipment" shall include, but not limited to:
- a. 1— helmet/face shield
 - b. 1— protective hood
 - c. 1— turnout coat
 - d. 1— turnout pants
 - e. 1— pair of boots
 - f. 1— pair of gloves
 - g. 1— personal SCBA Mask
- All personal protective equipment shall meet all OSHA and MIOSHA standards and must not be modified and changed without approval of the Fire Chief and/or his/her designee.
- 18.2 All employees will receive replacement of all issued uniform items from the fire department upon the item becoming worn, damaged and/or unserviceable, including weight gain or weight loss. Such uniform items must be presented to the Fire Chief or his/her designee for determinations on any changes in the uniform prior to any replacement taking place. The Township will clean all contaminated uniforms and provide a cleaning service for all issued uniforms at the Township's cost. The uniform cleaning program will include pick-up and delivery of all uniforms on a regular and routine basis.
- 18.3 Personal property destroyed, or rendered unusable while on duty, will be replaced at the expense of the Township, upon substantiation, limited to \$150 per item. Personal property that is damaged while on duty may be repaired at the Township's expense subject to the approval of the employee.
- 18.4 Township property destroyed, or rendered unusable, and upon investigation found to be due to negligence, will be repaired by the Township at the expense of the individual or individuals found to be responsible for such destruction or damage. The cost of repair is limited to \$150 per person per item.

- 18.5 The employee must turn in all uniform items furnished upon termination or separation unless otherwise allowed per department policy.
- 18.6 All command officers and firefighters, not on probation, shall be assigned a Class A uniform. This uniform may be used for special occasions, i.e. funerals, court, public presentations and promotional exams. This uniform will include the following:
- a. Navy blue, wool blend double breasted suit coat
 - b. Appropriate adornments
 - c. Navy blue, wool blend pants
 - d. White button up shirt (Officers)
 - e. Light blue button up shirt (Firefighters)
 - f. Dress shoes
 - g. Dress hat (firefighter or officer style) with appropriate band for rank.
 - h. White cloth gloves
 - i. Tie

ARTICLE 19 – ALS STIPEND

- 19.1 An annual ALS Stipend will be paid to each Suppression Division employee.
- 19.2 ALS Stipend - 7% of base wages. Effective 1/1/2019, ALS Stipend is an includable wage to pension.
- a. Payment will be made in one installment during the first pay period in December. This allowance shall be prorated in the same manner as found in the Article titled HOLIDAYS (20.5).

ARTICLE 20 – HOLIDAYS

- 20.1 As of the effective date of this Agreement and for the term hereof, each full-time employee shall be entitled to receive the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.
- a. Observance of Patriot's Day (September 11) 8:00 a.m. – 12:00 p.m.
- 20.2 Full-time employees that are required to work on the holiday will be paid their contractually required wage plus one-half. Holiday worked is defined as those shifts commencing at 08:00 on the day of designated holiday.
- 20.3 Full-time employees in the Fire Suppression Division will be granted a yearly cash allowance based on the following formula:
- a. $\text{Employee's Annual Base Pay} / 2,080 \text{ hrs} \times 96 \text{ hrs} = \text{Amount of Allowance}$
- 20.4 This yearly allowance will be paid on the first payday in December of each year.

- 20.5 In the event that it is necessary to pro-rate an employee's Holiday Pay, it shall be prorated on the following basis:
- a. The payment shall be pro-rated into increments of one-twelfth. An employee is eligible for one increment per month of completed service.
 - b. A new employee hired before the 15th of a month will receive a full increment for that month. A new employee hired on the 15th of the month or later will not receive an increment for that month.
- 20.6 If an employee separates from employment prior to the first pay in December, the employee shall be reimbursed based on the prorating schedule in line 5 of this section.

ARTICLE 21 – WORK SCHEDULE

- 21.1 Work schedules will be posted 28 days in advance. An employee may voluntarily waive the 28-day notice to move shifts or change their schedule.
- 21.2 Fire Suppression Division
- a. Work schedules will be posted 28 days in advance. Personnel assigned to a 56-hour work schedule will work a three/four tour. Over a nine-day period the schedule will be as follows: (24) ON, (24) OFF, (24) ON, (24) OFF, (24) ON, (96) OFF.
 - b. Each day off will be 24 consecutive hours off duty.
 - c. The employee workweek shall be based on 56 hours worked. The Township, in compliance with FLSA 7(k) exemption which allows Firefighters to work 53 hours per week, shall pay each employee three hours of overtime per week.
 - d. FLSA Overtime will be paid in full regardless of leave time taken. Paid hours will be considered hours worked for the purposes of calculating FLSA Overtime. The following are exceptions:
 - Long Term Disability
 - Short Term Disability, at the conclusion of the waiting period
 - Light Duty, 40-hour shift
 - e. Firefighters' workweek (duty week) shall not exceed 56 hours per week, or maximum hours set by law.
 - f. The fire suppression division will normally consist of three shifts fully staffed with 11 personnel (one Battalion Chief, one Captain, one Lieutenant, and eight Firefighters) each. Minimum staffing will follow the table below based on the number of operating personnel on each shift at any given time and the number of stations in normal use.
 - The following statuses will reduce the number of operating personnel for the purposes of determining minimum staffing:
 1. Vacancies due to retirements not yet filled.
 2. Vacancies due to promotions.

3. Employees on short-term disability (after completion of the waiting period).
4. Employees on long-term disability.
5. Employees on FMLA.
6. Probationary employees who are not yet cleared to manpower status.
7. Employees on light duty.
8. Employees on military leave.

• Staffing table

Operating Personnel on Shift	One Station Minimum Staffing	Two Stations Minimum Staffing
11	6	8
10	5	7
9	5	6
8	5	6

- g. Overtime calls for shift coverage of 24 hours will first be attempted to those employees who are in their 96 hour off time.
 - i. If the 24-hour shift is not filled by an employee in their 96 hour off time, the 24-hour shift will be split into two twelve hour shifts and will be available to all suppression employees.
 - ii. Employees shall not be awarded overtime which will require them to work more than 48 consecutive hours.
 - iii. Employees who have worked 48 hours will be scheduled off for at least eight hours before returning to duty.
 - iv. Trade time shall not be approved that requires an employee to work over 48 consecutive hours.
 - v. The Fire Chief or his/her designee may approve overtime that requires an employee to work more than 48 consecutive hours to maintain officer and/or shift coverage.

21.3 Fire Administration Division

- a. Fire Administrative Division personnel will work a 40- hour workweek. Upon approval from the Fire Chief or his/her designee, a 40-hour employee can be scheduled to either a four-day, ten-hour schedule or a five-day, eight hour schedule.
- b. With the approval of the Fire Chief or his/her designee, an employee's starting or quitting time may be adjusted to accommodate special programs or work assignments.
- c. In the event an employee of Fire Administration Division works overtime prior to the normal work schedule, he/she may be entitled to six hours of time to recuperate before having to report for duty at the approval of the Fire Chief or his/her designee. Time commence at the end of the

overtime period and no loss of straight time will occur for hours that coincide with regular duty hours.

21.4 Employees are to report for and be ready for duty at 08:00 on their scheduled workdays. The workday shall be 24 hours, from 08:00 to 08:00; employees are expected to complete ordinary housekeeping, daily functions, and departmental business between those hours. On holidays, employees are expected to complete the day-to-day housekeeping duties and department vehicle/equipment inspections.

21.5 Trading Work Schedules

- a. Employees working a 56- hour work schedule may, with approval from the Fire Chief or his/her designee, alter their schedule through the use of trade time. At no time will the use of trade time affect an employee's workweek as it relates to the employee's overtime.
 - i. Trade time must be requested in advance of the trade date and must be approved prior to the trade taking place. Short notice trades (standby) are permitted for purposes of shift coverage, but only for a period of one hour or less.
 - ii. A person's rank will remain in full effect during the hours of trade. However, an officer working his/her normal duty day on his assigned shift shall not be displaced by a person of equal rank having more seniority.
 - iii. A person that is upgraded, when working a trade day, will receive step-up pay only on those occasions where the person permanently assigned to the shift would not be qualified for an upgrade.
 - iv. A person working a trade day may not use compensatory time or vacation leave on a day being traded. Personal time may only be used in the case of an emergency. Sick time may still be used in accordance with Article 38.
 - v. Three-way or multiple trades are not permitted. One person working for one person only.
 - vi. Trade time will not be denied arbitrarily or capricious.

21.6 Holiday Observation

- a. In the event the Township's general offices are closed on a Monday through Friday due to the observance of a holiday, the Fire Department will continue to provide emergency/rescue, fire suppression services, and day-to-day housekeeping duties at the staffed fire stations(s), but will not conduct platoon training, fire inspections or activities identified in the work schedule.

21.7 Extreme Weather

- a. In the event the Township's general offices are closed on a Monday through Friday due to extreme weather conditions, the Fire Department will continue to provide emergency/rescue, fire suppression services,

and day-to-day housekeeping duties at the staffed fire stations(s), but will not conduct outdoor platoon training, fire inspections or other non-emergency outdoor activities identified in the work schedule.

21.8 Firefighter Duties

- a. The duties of a Firefighter, as that term is used regarding employees covered by this Agreement, will include all duties customarily reserved to the fire service such as emergency response, station duties, details, and special assignments. These duties may include public education, fire prevention, and other fire related duties. Providing emergency response is the primary function of all firefighters. Firefighters will drive, operate, and maintain all department firefighting apparatus and firefighting tools, as well as all trucks, cars and other vehicles utilized by the Fire Department at the staffed station(s). Firefighters may be required to train other Firefighters and to demonstrate fire prevention techniques to the public. Firefighters will conduct fire prevention, "Company Inspections," of commercial buildings as scheduled by the employer. Firefighters are responsible for the day-to-day housekeeping duties at the staffed fire station(s) and must perform any other duties related to the Fire Department that are assigned to them.
- b. At all times while on duty, the primary function of employees working on a 56-hour work week shall be emergency response. It is understood that excessive or lengthy emergency responses may delay, postpone, or affect in other ways the ability to perform non-emergency functions. However, it is the responsibility of all personnel to perform all duties, details, and other functions to the best of their ability while on duty.

21.9 Training

- a. Training is considered a critical requirement of all firefighters. All personnel will participate in scheduled training sessions.

21.10 Extreme Conditions

- a. No outdoor duties for on-duty-shift (including training), other than emergencies, calls for service, and fire inspections will be scheduled (or they will be cancelled by the Fire Chief or his/her designee) should the heat stress index exceed 100 degrees Fahrenheit, or drop below a wind chill index of ten degrees Fahrenheit. Under extreme weather conditions, a polo shirt, t-shirt, or sweatshirt may be worn at the direction of the Fire Chief and/or his/her designee. The employer will provide 15 minute work / rehab rotations if members of the bargaining unit are required to train during these extreme weather conditions.

21.11 Sundays

- a. With the exception of community relations, Sunday operations will be the same as holidays.

21.12 Uniforms

- a. Monday through Friday between the hours of 17:00 and 08:00 and on Saturdays, Sundays, and Township holidays, a Class C uniform may be worn. It is understood that at any time the Fire Chief or his/her designee may require personnel to be in their Class A, Class B or Class C uniform for public education classes and/or any special events.

21.13 Fire Suppression Command Officers:

- a. Definitions
 - i. A Lieutenant is a Company Officer.
 - ii. A Captain is a Station Officer.
 - iii. A Battalion Chief is a Shift Commander.
- b. At a minimum, there must be a Lieutenant, Captain and Battalion Chief permanently assigned to each shift (single station).
- c. There must be a Company Officer (Lieutenant) and Shift Commander (Battalion Chief) permanently assigned to each shift at Station 1. Every additional station must have a Station Officer (Captain) permanently assigned to each shift.

ARTICLE 22 – MULTIPLE STATION OPERATION

- 22.1 To accommodate adequate truck staffing amongst all stations and front-line apparatus operated by the Township, it is understood by the Local that employees may have to move from station to station to maintain proper Truck / Staffing levels throughout all stations operated by the Township.
- 22.2 Station bids will be made on an annual basis and will be done according to time in grade.
- 22.3 Shift Bided Swing Positions – To streamline the process of which employees of the firefighter rank would be moved, during the Shift / Station bid process designated swing position firefighters would be denoted at this time. There will be one Swing Firefighter designation for each vacation / compensatory time off slot.
 - i. If a bid swing firefighter is not on duty the shift commander can assign any employee to move stations. That employee would be entitled to all applicable provisions of this article.
- 22.4 Compensation Related to Moving Stations – For each move any employee makes, that employee will be compensated for one half hour of compensatory time. Compensatory time will be taken in lieu of overtime. If an employee's compensatory bank is full the employee is, then entitled to the compensatory time as straight time pay.

The employee will only be eligible for this if they are on time for duty at the station in which they are being detailed to. If a holdover is required due to a late relief the employee being relieved will be compensated in accordance with this agreement.

- 22.5 Notification of Station Movement - Employee(s) having to move stations will be notified by the on-duty Shift Commander, no less than 12 hours prior to the start of shift in which they are reporting for duty. The Local understands that staffing can change within the 12 hours prior to the start of a shift. Appropriate notification will be made prior to the start of the shift. This will be handled in the same accordance as Shift Overtime.
- 22.6 Transportation to Stations – Employees will primarily use their personal vehicles when moving stations. Department vehicles will be provided for the movement between stations when they are available.
- 22.7 All employees of the fire department will be issued an encapsulating PPE travel bag.
- 22.8 For the purposes of this article a “move” is a one-way trip to a station that is not the employee’s assigned station. If an employee is detailed for multiple shifts in a row only to and from the detail will be compensated and milage reimbursed.
- 22.9 If a “move” occurs during a shift due to a change in staffing, the employee is not entitled to station movement compensation. If a to or from move occurs outside of the regularly scheduled shift hours the employee will be compensated for that “move.”
- 22.10 The following “step up” situations would dictate a move to facility appropriate command staffing.
 - i. Battalion Chief off, Captain and Lieutenant would move stations to their “step up” roles and the senior most firefighter assigned to the station in which the Lieutenant is normally assigned would become the acting Lieutenant.
 - a. If at the minimum staffing of eight on shift, the above scenario the officers would not move stations and the senior most firefighter assigned on that shift would be the acting Lieutenant.
 - ii. Captain off, Lieutenant would move stations to their “step up” role and the senior most firefighter assigned to the station in which the Lieutenant is normally assigned would become the acting Lieutenant.
 - a. If at the minimum staffing of eight on shift, the above scenario the Lieutenant would move stations to the acting captain role and the senior most firefighter assigned on that shift would be the acting Lieutenant at their assigned station.
 - iii. Captain and Lieutenant off, Senior most firefighters at each station would be in the “step up” roles. Between the two firefighters the most

senior of the firefighters will receive the captain "step up" and the lower seniority firefighter will receive the Lieutenant "step up" both without moving stations.

- a. If at the minimum staffing of eight on shift, the above scenario the senior most firefighters at each station would be in the "step up" roles. Between the two firefighters the most senior of the firefighters will receive the Captain "step up" and the lower seniority firefighter will receive the Lieutenant "step up" both without moving stations. at their assigned station.
- iv. Battalion Chief, Captain, and Lieutenant off, and no command officers takes overtime, the senior most firefighter will be in the Battalion Chief "step up." The next firefighter at each station would be in the "step up" roles. Between the two firefighters the most senior of the firefighters will receive the Captain "step up" and the lower seniority firefighter will receive the Lieutenant "step up" both without moving stations.
 - a. If at the minimum staffing of eight on shift, the above scenario the senior most firefighter will be in the Battalion Chief "step up." The next firefighter at each station would be in the "step up" roles. Between the two firefighters the most senior of the firefighters will receive the Captain "step up" and the lower seniority firefighter will receive the Lieutenant "step up" all three without moving stations.

ARTICLE 23 – FORTY HOUR – FIRE ADMINISTRATION DIVISION

- 23.1 A position in the Fire Administration Division will be a formally recognized promotion. The following positions will be at the rank of Battalion Chief and follow the designated pay on the attached Wage Scale:
- a. Fire Marshal
 - b. Training Coordinator
- The following position will be at the rank Captain and follow the designated pay on the attached Wage Scale:
- a. EMS Coordinator
- 23.2 The positions of Fire Marshal, Training Coordinator, and EMS Coordinator will be positions within the bargaining unit of the Northville Township Professional Firefighters.
- 23.3 The supervision, coordination and operation of the Fire Administration Division will be the responsibility of the Fire Chief and/or his designee.
- 23.4 The Fire Administration Division personnel can be deployed during a suppression incident by the incident commander, only upon availability.

- 23.5 Fire Administration Division personnel will not be used to supplement staffing related to the Fire Suppression Division unless it is in full accordance with the following exceptions:
- a. Fire Administrative Division personnel will be eligible to fill overtime positions in the Fire Suppression Division in accordance with the current overtime equalization process. Personnel will be paid at a rate of time and one half for all hours worked at their 40-hour rate.
 - b. Such overtime can only be filled by Fire Administrative Division personnel outside of their normal business hours.
 - c. Fire Administrative Division personnel will operate as an officer while filling overtime positions in suppression and are eligible for upgrade after all regular suppression officers have been upgraded. Administrative command must meet all eligibility requirements of their current administrative position to be eligible for upgrade in Suppression if they were not previously an officer in suppression. Otherwise, they will be the junior most officer of the rank they have previously held in suppression.
 - d. Fire Administrative Division personnel who have not met all eligibility requirements of their current administrative position and were not previously a suppression officer will only be upgraded in the order of seniority.
- 23.6 Fire Administrative Division personnel may be eligible to serve as a member of any division within the Western Wayne County Special Operations Group (Haz-Mat, USAR, Etc.).
- 23.7 An employee who accepts a position in the Fire Administration Division has 90 calendar days to return to the Fire Suppression Division if the employee chooses to do so. If the employee does not choose to return to the Fire Suppression Division after 90 calendar days, the employee must complete a minimum of three years in the Fire Administration Division. After this three-year period, the employee may return, by written request to the Fire Chief, to their former position in the Fire Suppression Division only, and when, a vacancy exists in that position.
- a. Fire Administration personnel will be permitted to test for any promotional opportunity in which they are eligible, regardless of division, prior to the completion of their three-year obligation to the Fire Administration Division.
- 23.8 Fire Administrative personnel will have all holidays in Article 20 off and are not eligible for holiday pay.

ARTICLE 24 – SAFETY

- 24.1 Township shall maintain all passenger (cars and pick-up trucks) vehicles and component equipment in good repair. Employees are expected to engage in minor repair and maintenance of a vehicle, including: adding fuel or oil, changing wiper blades, and other tasks customarily performed by an owner of

a passenger car as defined by applicable standards. An employee will have the right to notify the Fire Chief or his/her designee, of any vehicle safety problem which will be investigated by the Fire Chief or his/her designee, and such action as the Fire Chief or his/her designee determines appropriate will be undertaken.

- 24.2 The Township agrees to secure, by lock, all station doors from unauthorized entry into the building and/or apparatus bay. It is the responsibility of all on-duty personnel to ensure that the station is secure before exiting the station.
- 24.3 The Township agrees to comply with all applicable and valid federal and state statutes and industry standards regarding safety and health.

ARTICLE 25 – EMPLOYEE MEDICAL EXAMINATION

- 25.1 It is understood that the Township will provide a firefighter physical examination in accordance with the timelines set by NFPA 1582 for all members of the bargaining unit. The physical examination will be scheduled during the employee's working hours, and employees will notify the Fire Chief or his/her designee by February 1st of each year in which an examination is required. The member will also be subject to a drug screening to be completed during the scheduled physical examination.
 - a. Results of this examination shall be made known to the Township in the form of Pass/Fail only. No personal medical information will be forwarded to the Township.
 - b. The employee will receive a dictated letter from the medical provider and all results.
- 25.2 The employee may choose to utilize his/her own physician for the physical examination as long as the physical examination meets all the requirements of the current departmental examination procedures. When completing the department physical under the care of employee's own physician, the Township will continue to receive a Pass/ Fail score only. The cost of utilizing his/her own physician is the responsibility of the employee.
- 25.3 Medical examinations will be non-punitive.
- 25.4 In the event the employee disagrees with the findings of the Township appointed doctor, he/she may, within 30 days of such examination submit evidence from another doctor substantiating the employee's opinion. The cost of this second opinion will be borne by the employee. If the Township and the Union do not agree after the second medical opinion, a third opinion may be secured from a doctor mutually agreed upon by the Union and the Township. This opinion must be secured within ten days after the selection of the doctor as outlined above whenever possible. The cost of securing such third opinion will be divided equally by the Township and the Union. The findings of such third doctor will be final. If at any time within a 24 month period after the final

decision above, the employee is found to be restored in health, mental or physical, as substantiated by medical evidence, which medical evidence is acceptable to both the Union and the Township, to such an extent that he/she can resume his previous duties, he/she will be reinstated without a loss of seniority.

- 25.5 If an employee fails the above physical examination, rehabilitation time will be given to the employee in accordance with the supervising physician administering the treatment or rehabilitation. Upon completion of the required rehabilitation, the supervising physician must complete the appropriate documentation for the employee to return to work. All return to work or clearance documents will be submitted to the Fire Chief or his/her designee.
- 25.6 The Light Duty Position section of this CBA shall continue to apply to the member undergoing physical examination in accordance with this section.

ARTICLE 26 – SAFETY COMMITTEE

- 26.1 There will be a Health and Safety Committee of the Northville Township Fire Department. The committee members will be appointed by the President of the Union and will serve at his/her pleasure. The Fire Chief or his/her designee may, at any time, request to meet with or assign representatives to this committee. Members of the committee will be allowed to attend committee meetings while on duty subject to adequate staffing.
- 26.2 The committee may meet no less than every three months to address health and safety conditions and concerns. The Fire Chief or the Union President may also call meetings, on written demand, at times mutually agreed upon to by both parties. These meetings will take place no later than ten working days after the written demand, in order to discuss urgent issues. A written agenda of matters to be addressed will be provided to all Committee members by the acting Chairperson for that meeting at least 48 hours in advance of the meeting.
- 26.3 The Committee will have the power, among other things, to:
- a. Review and analyze all reports of job-related accidents, deaths, injuries, and illnesses.
 - b. Develop information on accident and injury sources and rates.
 - c. Investigate Fire Department facilities and equipment to detect hazardous conditions or unsafe work methods, including but not limited to training procedures.
 - d. Promote safety for all Department members.
 - e. Review all specifications for protective equipment, apparatus, apparel, or devices prior to letting out bids for new or renewal contracts for the purchase thereof.

- 26.4 To facilitate the Committee's work, the Department will investigate and maintain records of all job-related accidents, injuries, deaths and illnesses. Such records and investigative reports will be available to the Committee upon request.
- 26.5 The Committee will have the authority, by majority vote of its members to recommend:
- a. Changes to, additions to, or purchases (and specifications) of Firefighters protective apparel, apparatus, and equipment.
 - b. Department rules and procedures concerning health and safety.
 - c. Correction of unsafe or harmful working conditions, including the setting of a deadline for the abatement of such conditions.

ARTICLE 27 – ADVANCED LIFE SUPPORT PROGRAM

- 27.1 It is the mission of the Northville Township Fire Department to provide a full service, Advanced Life Support Transport program. Under the terms of this agreement, the Employer will provide all current employees of the bargaining unit the opportunity to maintain paramedic licensure and required certifications.
- 27.2 The Employer will provide adequate opportunities for current employees to maintain a State of Michigan Paramedic License. The Employer will pay the total cost for all classes needed to maintain a paramedic license. Any employee who is attending paramedic training off-duty in order to maintain licensure will receive their normal pay and overtime pay, if applicable.
- 27.3 The Employer will insure or completely indemnify employees of the bargaining unit against any and all claims arising out of participation in any and all act attendant to operation of emergency medical service, with the exception of gross negligence.
- 27.4 The Employer agrees to staff all in-service ALS transporting units at all stations 24 hours a day with a minimum of two career suppression paramedics per unit at all times. If the township cannot provide sufficient staffing of the units, employees will be given the opportunity to fill the position and will be compensated at a rate of time and one-half their hourly rate. The Union will establish and maintain a call back list. Lists will be established by seniority and be rotational by equity hours.

ARTICLE 28 – WAGES

28.1 Effective January 1, 2024, members of the bargaining unit shall be paid wage raises as follow:

- a. 2024 – 3%
- b. 2025 – 3%
- c. 2026 – 3%

Wage Scale Attached

28.2 Wage Scales

- a. Lieutenant – 10% above final firefighter pay step
- b. Captain – 15% above final firefighter pay step
- c. Battalion Chief – 20% above final firefighter pay step

ARTICLE 29 – LATERAL TRANSFERS

29.1 As a means to attract high quality candidates in a competitive job market, the employer will recognize lateral transfers from other full-time departments. Lateral transfers may start at the One Year or Two Year wage/vacation leave rates based on years of experience and on the following qualifications, upon hire:

- a. Michigan Operators License
- b. Michigan Paramedic License
- c. Michigan Firefighter II
- d. Michigan HazMat Ops
- h. Actively employed, full-time firefighter/paramedic with a minimum of 12 months or 24 months of full-time experience as a firefighter/paramedic, including completion of a probationary period.

Lateral transfers meeting the requirements above will be on probationary status for six months. Vacation will follow the schedule in Article 17.2 and be prorated based on the date of hire. All other seniority based pay, benefits, etc. will be based on the date of hire.

ARTICLE 30 – PENSION

30.1 In addition to their regular wages, all full-time members of the bargaining unit will be made part of the Employer's defined benefit plan. Effective January 1, 2019, the MERS retirement plan will be bridged to a 2.55% multiplier and a 0% COLA for all service earned after January 1, 2019. The E2, 2.5% COLA benefit and 2.5% multiplier will be calculated on service accrued as of 12/31/2018 with a frozen FAC as of 12/31/2018. The FAC 3, 25 and out and D-2 rider will remain unchanged in the plan. The employer will pay the first 25% actuary of the defined benefit plan and any amount above the 25% actuary will become the responsibility of the employees. The employees will purchase all back years of service.

- 30.2 The employee must contribute 3% of all wages towards pension costs in addition to the township's actuarial obligation.
- 30.3 For the 11-year period beginning January 1, 2019 and ending December 31, 2029, there shall be no negotiated changes to the terms of the Employer's defined benefit plan as set forth in this agreement, unless agreed upon by both parties.

ARTICLE 31 – DEFERRED COMPENSATION

- 31.1 The Employer will make Deferred Compensation available to employees, by voluntary payroll deduction.
- 31.2 Employer will contribute to a Deferred Compensation plan 3% of base wages, ALS Stipend, Holiday Pay, Worked Holiday half-time pay, Food Allowance, and Longevity.

ARTICLE 32 – LIFE, HEALTH, AND DISABILITY INSURANCE

- 32.1 Health Care Insurance
 - a. The following health care plan will be provided by the employer to the full-time employees. The Township will have the right to change the insurance carriers and plans relative to medical and hospitalization coverage so long as comparable coverage is provided.

<u>HMO</u>	
Office Visit	\$20
Urgent Care	\$20
Emergency Room	\$75
Hospital Copay	\$250 each admission
Prescription Coverage	\$10/20/40 MOPD 2x
<u>HDHP HMO</u>	
Annual Deducible	IRS minimum for HSA participation
Urgent Care	Covered after deductible
Emergency Room	Covered after deductible
Hospital Copay	Covered after deductible
Prescription Coverage	\$10/20/40 MOPD 2x after deductible

- b. The Township will pay 100% of the annual premium of the high deductible health plan and fund 25% of the annual deductible health plan amount in an employee's Health Savings Account. Employees who choose to enroll in the \$0 deductible plan will pay 20% of the annual premium on a bi-weekly basis (24 annual pays, excluding the third pay of the month).

- c. Employees who elect the payout and their outside insurance is terminated will be immediately eligible for insurance with the Township.
- d. Employees of the bargaining unit may elect to opt-out of Employer provided health insurance. Those electing to opt-out will be paid an annual sum of \$3,000 for health insurance, to be paid on the last pay in November (pro-rated by months covered, December-January). Employees who elect to opt-out of health insurance must provide proof of other coverage to qualify for the opt-out payment.
- e. New employees or employees who experience a qualifying event (marriage, childbirth, divorce, dependent losing eligibility, etc.) must notify the Township within 30 calendar days of the event. Any cost incurred by the Township due to continuation of coverage for a non-qualifying dependent will be the sole responsibility of the employee.

32.2 Dental Insurance

- a. The following dental care plan shall be provided at the expense of the Township to employees and their dependents. However, the Township will have the right to change the insurance carriers and plans relative to dental coverage so long as comparable coverage is provided.

Dental Plan

100/75/50 co-insurance
 \$1,000 calendar year maximum
 Ortho 50% co-insurance
 \$1,000 maximum per year

32.3 Disability Insurance

- a. Short-Term Disability
 - i. The Township shall provide short term self-insured disability insurance for all active full-time employees. The benefits provide 50% of an employee's basic weekly earnings. The first six 24-hour shifts, or 120 hours for 40-hour employees, of an accident or sickness is the waiting period and then the next ten weeks are the short-term benefits. The waiting period and the other 50% percent of the short- term benefits can be supplemented from the employees leave banks.
- b. Long-Term Disability
 - i. The Township agrees to maintain long-term disability insurance for all active full-time employees. The benefits provide 66 2/3% of an employee's basic monthly earnings up to \$5,000 per month maximum, with a 90-day waiting period and payable to age 65 in long-term disability benefits.
 - 1. While on long-term disability, an employee will continue to receive health care coverage for the first 90 days. The employee,

under the COBRA Act, can elect to continue their health care coverage after 90 days by paying the appropriate premiums.

2. While on long-term disability, an employee will not accrue sick or vacation days. If a holiday falls during the time an employee is on long-term disability, the employee will not be compensated for that day by the Township, but the employee can use their accumulated leave time.

32.4 Life Insurance

- a. The Township agrees to maintain life insurance for \$50,000) with AD&D.

32.5 Worker's Compensation

- a. The Township agrees to maintain worker's compensation insurance consistent with the applicable worker's compensation laws.

32.6 Vision

- a. The Township will provide a vision benefit. Optical will be provided when the employee becomes eligible for health care. Dependents will be included in the vision plan.

Vision Plan

12/12/12

\$10 Exam copay

\$100 allowance for frames.

32.7 Retiree Health Insurance: The Township agrees to continue health, dental, and vision insurance for any full-time employee, (surviving) spouse and dependents upon the employee's retirement after 25 years of credited service to the Township as a vested and fixed benefit, unaltered as set forth below beyond the expiration of this agreement. Credited service will include years of employment with the Township, Act 88 service credit and service credit purchased through MERS. An employee's 25 years of credited service must include a minimum of 20 years of employment with the Township. For employees hired before January 1, 2022, an employee's 25 years of credited service must include a minimum of 15 years of employment with the Township.

- a. Retirees who elect to opt out of the medical care / dental care will receive \$150 a month stipend for health care and \$20 a month stipend for dental care.
- b. Retirees who elect to waive medical benefits and lose medical coverage will be allowed to return to the Township for coverage within 30 days of loss of coverage.
- c. Once the retired employee or the retired employee's spouse is eligible for Medicare, that retired employee or retired employee's spouse will receive their primary health care through Medicare, requiring premium payment of Parts A & B, paid by the retired employee. The eligible retired employee or retired employee's spouse will also be transferred to a Township provided Medicare supplemental plan. Once both the

retired employee and the retired employee's spouse become eligible for Medicare, both members, and any dependents, will drop from the Township provided retiree healthcare and will instead be paid an annual stipend in lieu of retiree healthcare, at which time, the Township pay the retired employee and/or retired employee's spouse \$1,200 for single and \$2,400 for two people coverage, on a monthly basis. It will be the responsibility of the retired employee and/or retired employee's spouse to secure supplemental insurance. Dental and vision coverage will be provided by the Township as a lifetime benefit.

- d. The medical coverage of a deceased retiree will be continued for the spouse and any eligible dependent children. The medical coverage for the spouse will continue until the spouse becomes eligible for medical coverage through his/her own employer providing that it is equal to or better than the coverage provided by the township. If the spouse should lose medical coverage through his/her employer, they will be allowed to return to Township for coverage within 30 days of loss. The insurance coverage for a dependent child will continue as a dependent until the dependent reaches age 26 years old.
- e. All retirees and surviving spouses will continue to receive health care coverage under the same terms, conditions, and obligations which apply to active employees at any given time. The retiree health care contribution will be 10% of the retiree health care premium and subject to change annually. The Township will provide an updated annual cost per retiree status.
- f. In the event an actively employed member dies as a result of injuries incurred in the line of duty; the Employer shall provide medical coverage for the surviving spouse and any eligible dependent children of the deceased member, on the same terms as the coverage provided to other members. Medical coverage for the spouse shall continue until the spouse becomes eligible for medical coverage through his/her own employer providing that it is equal to or better than the coverage provided by the township. The insurance coverage for a dependent child will continue as a dependent until the dependent reaches age 26 years old.
- g. Retirees who are unable to obtain health care coverage where they reside will receive a stipend equal to 90% of the Township's retiree health care premium.

ARTICLE 33 – LAYOFF, RECALL AND TRANSFERS

- 33.1 If and when it becomes necessary for the Township to reduce the number of employees in the workforce, such layoff will be by seniority within classifications. The order of layoff will be as follows:
- a. Firefighters' classification will be laid off as follows:
 - i. Probationary Firefighters will be laid off first.
 - ii. Permanent Firefighters will be laid off on the basis of seniority. The least seniority will be the first laid off.

- iii. Fire Department Officers. The least seniority will be the first laid off.
- iv. Employees will be recalled in order of seniority, the most senior will be recalled first.
- v. Employees will maintain their callback rights for a period of 24 months.

33.2 All Firefighters must give notice of their current address to their Township for the purpose of lay-off recall.

ARTICLE 34 – PROMOTIONAL ELIGIBILITY

34.1 Notification of promotional vacancies will be posted on the bulletin board, sent by departmental email, and sent by departmental overtime notification system no less than 14 days prior to the date the closing date. In order to compete for promotions, an applicant must declare his/her intention to compete by filing a written notice to the Fire Chief by department email no later than 4:30 p.m. on the closing date listed on the promotional announcement.

34.2 Eligibility Requirements

- a. Administrative Battalion Chiefs, Administrative Captains, and Firefighters with at least five years of fulltime service as a member of the Northville Township Fire Department may test for promotion to Lieutenant. Candidates must also possess the following requirements at the time of testing for promotion to Lieutenant:
 - i. Associates Degree or equivalent (60 college credit hours)
 - ii. State of Michigan Officer I
- b. Only Lieutenants, Administrative Captains, and Administrative Battalion Chiefs with at least one year seniority in rank as a member of the Northville Township Fire Department may test for promotion to Captain. Candidates must also possess the following requirements at the time of testing for promotion to Captain:
 - i. State of Michigan Officer II
- c. Only Captains and Administrative Battalion Chiefs with at least one year seniority in rank as a member of the Northville Township Fire Department may test for promotion to Battalion Chief. Candidates must also possess the following requirements at the time of testing (unless otherwise noted below) for promotion to Battalion Chief:
 - i. Bachelor's Degree
 - ii. State of Michigan Officer III (within one year of promotion)
 - iii. Fire Staff and Command (within two years of promotion)
- d. Only Lieutenants, Captains, Battalion Chiefs, Administrative Battalion Chiefs, Administrative Captains, and Firefighters with at least five years seniority as a member of the Northville Township Fire Department may test for promotion to Administrative Battalion Chief. Candidates must be

able to obtain the following requirements within the allotted time frames for promotion for the following positions:

- i. Fire Marshal (Administrative Battalion Chief):
 - (1) Associate Degree or equivalent (at time of testing)
 - (2) State of Michigan Officer I (at time of testing)
 - (3) State of Michigan Officer II (within one year of promotion)
 - (4) State of Michigan Officer III (within two years of promotion)
 - (5) Fire Staff and Command (within three years of promotion)
 - (6) Bachelor's degree (within four years of promotion)
- ii. Training Coordinator (Administrative Battalion Chief):
 - (1) Associate Degree or equivalent (at time of testing)
 - (2) State of Michigan Officer I (at time of testing)
 - (3) State of Michigan Officer II (within one year of promotion)
 - (4) State of Michigan Officer III (within two years of promotion)
 - (5) Fire Staff and Command (within three years of promotion)
 - (6) Bachelor's degree (within four years of promotion)
- e. Only Lieutenants, Captains, Battalion Chiefs, Administrative Battalion Chiefs, and Firefighters with at least five years seniority as a member of the Northville Township Fire Department may test for promotion to Administrative Captain. Candidates must be able to obtain the following requirements within the allotted time frames for promotion for the following positions:
 - i. EMS Coordinator - Inspector
 - (1) Associate Degree or equivalent (at time of testing)
 - (2) State of Michigan Officer I
 - (3) State of Michigan Officer II (within two years of promotion)
 - (4) Fire Staff and Command (within three years of promotion)
 - (5) Bachelor's degree (within four years of promotion)
 - (6) State of Michigan Instructor Coordinator License (within two years of promotion)

34.3 In the event that the number of eligible candidates for the position of Lieutenant, Administrative Captain, or Administrative Battalion Chief does not exceed the number of available positions, it is the right of the Fire Chief or his/her designee to open testing to persons with less time in rank, in increments of one year.

34.4 In the event that the number of eligible candidates for the position of Captain does not exceed the number of available positions, it is the right of the Fire Chief to open testing to tiers of employees with less time in rank, beginning with the tier of Lieutenants who possess less than one year in rank and proceeding in increments of three firefighters by order of any active Lieutenant Promotional List, then based solely on department seniority which shall include Administrative Captains and Administrative Battalion Chiefs until the number of eligible candidates exceeds the number of available positions.

- 34.5 In the event that the number of eligible candidates for the position of Battalion Chief does not exceed the number of available positions, it is the right of the Fire Chief to open testing to tiers of employees with less time in rank, beginning with the tier of Captains who possess less than one year in rank and proceeding to Lieutenants until the number of eligible candidates exceeds the number of available positions.
- 34.6 Testing for non-union positions shall be the sole discretion of the Fire Chief or his/her designee.
- 34.7 Transferring between divisions
- a. An employee desiring to transfer from one Division to another must revert to the rank he/she held prior to his/her current assignment. This transfer may occur only when a vacancy in that rank is or becomes available. The ability to transfer is contingent on approval by the Fire Chief.
 - b. Administrative officers are eligible to test laterally by rank in accordance with Article 23.7(a) of this agreement.
 - c. Leave time conversions
 - i. See Appendix A
- 34.8 Probationary Period: Any employee who is promoted will be required to serve a 12 month probationary period. If an employee fails to successfully complete the probationary period, he/she will revert to a position of his/her former classification.

ARTICLE 35 – PROMOTIONAL PROCESS

- 35.1 The Union and Fire Chief will mutually agree on the promotional process to be used, prior to the official posting of any promotional opportunity.

ARTICLE 36 – LIABILITY INSURANCE

- 36.1 The Township, at its expense, will provide the employees covered by the Agreement a policy of liability insurance no less than the amount of insurance existing as of the date of this Agreement.

ARTICLE 37 – MAINTENANCE OF CONDITIONS

- 37.1 Wages, hours, and conditions of employment legally in effect at the execution of this Agreement will, except as improved herein, be maintained during the term of this Agreement. No employee will suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE 38 – SICK TIME

- 38.1 An employee will earn 18 hours of sick time for each completed calendar month worked.

- 38.2 An employee assigned to a 40-hour work week will earn 8 hours of sick time for each completed calendar month worked.
- 38.3 "Sick Time" is defined as leave paid at straight time which is available to an employee on the basis of utilization when and if that employee is unable to report for work and properly discharge the work duties solely because of bona fide physical sickness of the employee.
- 38.4 An employee will be allowed to accumulate earned sick time to a maximum total of 1,200 hours in a sick time bank.
- 38.5 "Bank" is defined as the accumulated earned sick time of each employee which have not been utilized by the employee and which do not exceed 1,200 hours.
- 38.6 An employee may utilize sick time for absences due to personal illness or physical incapacity or for an illness to a member of the employee's immediate family (as defined in Section 15.2.), who requires personal care and attention when there is no one else available to provide such care. Sick time may also be utilized for attendance of doctor's appointments for the employee or employee's immediate family member, provided the appointment could not be scheduled at a time the employee is off duty. When an absence occurs for one of the aforementioned reasons, the employee must notify the on-duty Shift Commander as soon as possible. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
- 38.7 Employees who are absent three consecutive duty days or eight or more occurrences in a 12 month period, may be required by the Township to provide evidence in the form of a medical certificate outlining the reason(s) for the absence. "Occurrence" is defined a single use of sick leave time without a gap, break, or use of other time. Failure to provide such certification upon request may result in disciplinary action and the employee being denied the use of the sick leave for the period of the absence. Falsification of medical certification will result in disciplinary action up to discharge. The Township also reserves the right in any case of extended absence to require employees to be examined by a physician selected by the Township, at the Township's expense.
- 38.8 No employee may utilize sick time for credit against failure to report for work a regular workday unless the employee suffers, at the time of such reporting, a bona fide physical sickness.
- 38.9 An employee will be paid upon retirement, voluntary termination, or death, compensation from the employee's sick time bank. The compensation in full satisfaction of such sick time bank will be up to 480 hours at the 2,080 rate. The Employer will pay the sick time bank compensation for a deceased employee

to the beneficiary designated by the employee, in writing to the Employer prior to death, or alternatively, to the estate of the deceased employee.

- 38.10 "Physical sickness" is defined as a physical or mental disease, illness, or injury.
- 38.11 An employee may assign to another employee in the bargaining unit such sick days as may exist in the first employee's sick day bank, if the employee requesting time has exhausted all accrued vacation and sick leave and the request is approved by the Fire Chief or his/her designee. This request must be of extenuating circumstances. All transfers by an employee will be voluntary. The sick day credits transferred will become and remain the right of the employee receiving the transfer. The employee volunteering the sick day credits will waive and give up forever any claim to those credits volunteered.
- 38.12 An employee who is entitled to the utilization of sick time and who is the recipient of insurance benefits pertaining to the same physical sickness by reason of an insurance policy, premiums for which were wholly paid by the Employer, shall not receive compensation by reason of such physical sickness from the Employer in excess of the regular straight-time wage per sick day of such an employee. To the extent and degree any payment of such insurance benefits is made, the full amount shall be deducted from any payments or credits otherwise due or owing by the Employer because of this article to such employee.
- 38.13 When absence of any employee results from a physical injury or sickness of the employee which is covered by, connected to, or subject to the provisions of the Worker's Compensation Act, the employee will suffer no loss of wages, nor will an employee be required to use sick time if unable to work due to an on the job injury.

ARTICLE 39 – EDUCATION AND TUITION REFUNDS

- 39.1 An employee, with the approval of the Fire Chief, and in accordance with the Employer's Tuition Reimbursement Policy, dated 09.28.2023, may take classes or courses of study directly relating to the work of the Employer, which do not interfere with the employee's scheduled hours of work.
- 39.4 General
 - a. Course of study must be taken only in universities, colleges, junior colleges, vocational or technical schools and other organizations, which have professionally accredited standards and are approved by the Fire Chief or his/her specified designee.
 - b. Course of study will be approved only within one of the following job-related categories:
 - i. Courses which will improve the employee's skill on the present job. This includes courses designed to update employees in the technology of their trades or occupations.

- ii. Courses which relate to the job description of the employee or the job classification of the next job in the logical development of the employee's career. This includes all education and training courses outlined in Promotional Eligibility, Section 2(B).
- iii. Courses which will prepare an employee for openings that are expected to occur in the future.
- iv. Courses which will prepare an employee for new opportunities when the present job is being eliminated due to technological improvement.
- v. Any required or pertinent elective courses taken in a degree-seeking program in a field related to the employee's job or appropriate to his/her career.
- vi. No reimbursement will be made for courses that instruct the participant in any sport, game, or hobby.

- 39.6 Tuition costs will be refunded in accordance with the following considerations.
- a. The Township shall reimburse the education expenses upon completion of the course in question and upon satisfactory proof of payment so long as a letter grade of "C" or better is achieved by the employee in said course. Appropriate evidence of the grade achieved shall be required.
 - b. The Township shall reimburse the expenses to obtain a Paramedic License, A.C.L.S. License and the renewal of these two licensures.
 - c. Reimbursement shall be limited to expenses actually incurred by the employee for books, fees, and tuition, but not to exceed the current federal limit on tax free reimbursement, subject to change annually, per calendar year (\$5,250 in 2024). Exclusions for tuition reimbursement are: Doctorate and/or Law Degree.
 - f. Personnel will be reimbursed for the actual cost of obtaining a paramedic license as part of tuition reimbursement.
- 39.7 If an employee on a 24-hour shift has classes scheduled on a duty day, the employee will be able to attend class if the employee is able to take approved leave time.

ARTICLE 40 – LONGEVITY PAY

- 40.1 A permanent full-time Firefighter who, as of the anniversary date of his/her employment, has completed five or more years of continuous employment with the Northville Township Fire Department since their last hiring date will receive, in a separate check, a lump sum payment, made the first pay in December of each year, a longevity bonus after five years of .5% of their base wage. Said bonus will increase by .1% for each additional completed year of continuous employment as a Firefighter with the Northville Township Fire Department up to a maximum annual payment not to exceed \$2,000. For administrative personnel, longevity payment will not exceed \$3,000.

ARTICLE 41 – PERSONNEL RECORDS

- 41.1 Northville Township Department of Public Safety Witten Directive A-3 Corrective Action and Discipline dated March 29, 2018, will govern personnel records.

ARTICLE 42 – UPGRADE AND STEP-UP PAY

- 42.1 There will be a minimum of one command officer on duty per day at every station.
- 42.2 When an employee is temporarily assigned to a classification with a higher rate of pay (upgrade), that person will receive the rate of pay for that position after working a minimum of three hours retro to the first hour or part thereof working in the classification and continuing for the duration of the assignment.
- 42.3 In the event a regularly scheduled command officer(s) is off, all suppression command positions as described in Work Schedule 21.13 of this agreement will be filled by an upgraded member following the eligibility requirements set forth below.
- 42.4 Upgrade and Step-Up Pay Eligibility
- a. In the event that a command officer is working either trade time or overtime when an upgrade situation occurs, the command officer will assume the rank position.
 - b. Only Lieutenants and Captains may be upgraded to Battalion Chief; however, in the event there is no Captain or Lieutenant on duty to fill the position of Battalion Chief and no off-duty command personnel accept the position, the senior firefighter on duty will be upgraded to the position of Battalion Chief.
 - c. The most senior Captain (permanently assigned to the shift), regardless of station, will be upgraded to Battalion Chief.
 - d. The most senior Lieutenant (permanently assigned to the shift), regardless of station, will be upgraded to Captain.
 - e. The most senior Administrative Command Officer on duty regardless of permanent assignment will be upgraded to the highest unfilled command position vacant and subsequent vacancies will be filled by seniority among the remaining firefighters working (regardless of permanent assignment).
 - f. Administrative command personnel will be upgraded ahead of a firefighter with higher seniority after meeting all eligibility requirements of their current administrative position.

ARTICLE 43 – DISCIPLINE AND DISCHARGE

- 43.1 Prior to the imposition of formal discipline upon any employee or termination of an employee's employment, the employee will be given the following:

- a. Written notification of the reason for the formal discipline or termination of employment;
- b. A written explanation of the reason for the formal discipline or termination of employment;
- c. A scheduled workday to present his/her response to the proposed formal discipline or termination of employment. Where the alleged conduct is detrimental to the health, safety and welfare of other persons or property lawfully upon Township premises, the administration will have the right to apply the foregoing procedures subsequent to the individual's removal from the premises. The employee will have the right to be accompanied by or represented by the Union or legal counsel at the time of his/her response.

43.2 Notwithstanding anything in this Agreement or this Article, the Director of Public Safety, Fire Chief, or any other designated representative of the Township will have the absolute right to suspend an employee for any reason and direct the employee to exit from Department facilities and/or return Department property for any reason at any time. Thereafter, the Fire Chief or his/her designee will determine whether the suspension from work is to be paid or unpaid. All decisions regarding any suspension are subject to the grievance procedure provided in this Agreement. Any discipline of any employee must be for just cause and is subject to the grievance procedure. The grievance procedure is the sole and exclusive administrative remedy for any alleged violations of an employee's rights, including but not limited to, any claims arising out of or related to discipline or discharge of an employee. This will not limit the right of an employee to take legal action in state or federal court concerning any alleged violation of law.

ARTICLE 44 – MILITARY LEAVE

44.1 The reinstatement rights of any employee who enters the military service of the United States by reason of any Act or Law enacted by the Congress of the United States or may voluntarily enlist during the effective period of such law, will be determined in accordance with the provisions of the law granting such rights.

ARTICLE 45 – JURY DUTY

45.1 Any full-time employee, called to serve on the jury of a Federal or State Court, will be paid at the regular rate of pay for days or hours lost. An employee released from jury duty no later than 12:00 p.m. for the 40-hour employee and 4:00 p.m. for the 24-hour employee will be required to report for the remainder of the employee's shift. The employee, for all other purposes, will be treated as if the employee worked for that period of time.

45.2 Any full-time employee subpoenaed to testify or appear before the court for matters relating directly to the Fire Department or its operation, on behalf of the Fire Department, will be paid at their regular rate for days or hours lost. If any employee is required to testify on a non-duty day, on behalf of the Township, the employee will be paid at time and one-half.

ARTICLE 46 – POLITICAL ACTIVITY

46.1 Employees, subject to any prohibitions set forth in the statutes of Michigan or of the United States to the contrary, may participate as individual citizens in political activity while off duty and out of uniform, provided no employee may state or permit such activity, to be the activity, participation, position or involvement of the Township, or its elected officials, and provided further that no employee may in said employee's own behalf run for, politic for, or campaign for public office in the Township of Northville, whether elected or appointed, nor may any employee hold such an elected or appointed public office in the Township of Northville.

ARTICLE 47 – NO STRIKE – NO LOCKOUT

47.1 Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part, in any strike, sit-down, stay-in, or slowdown or any violation of any state law. In the event of a work stoppage or other curtailment, the Union will immediately instruct the involved employees, in writing, that their conduct is in violation of the contract and that all such persons will immediately cease the offending conduct.

47.2 The Township will not lock out any employees of the bargaining unit.

ARTICLE 48 – MUTUAL AID

48.1 In the event a Firefighter is required to serve in a locality other than the Charter Township of Northville in any mutual aid capacity within other municipalities, the Northville Township Fire Department officer in charge will always have the right to take the necessary action to provide for the safety of Northville Township Firefighters and accompanying equipment.

a. This does not extend to voluntary assignments to specialized teams.

ARTICLE 49 – RESIDENCY

49.1 All employees in the bargaining unit must reside 50 miles in any direction of the geographic boundaries of the Township of Northville.

ARTICLE 50 – FOOD ALLOWANCE

50.1 The Fire Department personnel working a 24-hour duty day shall receive a food allowance of \$1,000 annually.

- a. This payment shall be made twice a year: \$500 on the first pay of January, and \$500 on the first pay of July
- b. This allowance shall be prorated in the same manner as found in the section titled HOLIDAYS number 5.

ARTICLE 51 – MANAGEMENT RIGHTS CLAUSE

- 51.1 The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township and its designated representatives, including, but without limiting the generality of the foregoing, the right to:
- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, purchased or sold and of the commencement and cessation of any services;
 - b. To introduce new methods, processes and equipment and to change or eliminate existing equipment and institute technological changes, supplies and equipment;
 - c. To subcontract or purchase the construction of new facilities or the improvement of existing facilities; to subcontract or purchase work processes or services subject to the understanding that if the specific work regularly performed on the effective date of this Collective Bargaining Agreement by bargaining unit employees is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff or reduction of regular work hours of bargaining unit employees from their positions in the bargaining unit, the Township will notify the Union, prior to letting this contract, and, if requested in writing by the Union within five business days from the notice, the Township will meet within ten business days from the receipt of the request to negotiate on the subject;
 - d. To determine the number, location and type of facilities, installations, equipment and supplies;
 - e. To determine the size of the workforce and increase or decrease of its size, to hire new employees, to assign and layoff employees, to direct the workforce, assign the type and location of work assignments and determine the number of employees assigned to any duty or task, subject to PERA and this Collective Bargaining Agreement;
 - f. To establish or discontinue job classifications (the wage rates for new classifications in the bargaining unit will be bargained and agreed upon with the Union);

- g. To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergencies in accordance with past practice;
- h. To establish, change, combine or discontinue job classifications;
- i. To determine meals, starting and quitting times and the number of hours to be worked, to establish work schedules, work standards and the methods, processes and procedures by which such work is to be performed, subject to PERA and this Collective Bargaining Agreement;
- j. To select qualified and eligible employees for initial hire and to determine the qualifications and competency of these newly hired employees, and to establish training requirements for purposes of maintaining professional skills of employees, subject to PERA and this Collective Bargaining Agreement;
- k. To transfer, promote and demote employees from one classification or shift to another, subject to PERA and this Collective Bargaining Agreement; and
- l. To select employees for promotion or transfer to supervisory or other positions, subject to PERA and this Collective Bargaining Agreement and to determine the qualifications and competency of employees to perform the available work.

51.2 The parties understand and agree that the foregoing designations of the rights of management and the Township's prerogatives will not be deemed to exclude other rights or prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Collective Bargaining Agreement and PERA, all of the rights, powers and authority the Charter Township of Northville had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation the rights of the Township;

51.3 The Township does have the right and will implement policies, procedures and work rules designed to increase safety and efficiency within the Department which do not conflict with any provision of this Collective Bargaining Agreement and PERA. The Township will notify the Union 10 days prior to amending the Fire Department rules and regulations.

ARTICLE 52 – OUTSIDE EMPLOYMENT

52.1 Employees understand that the nature of their employment with the Employer is full-time, and they are subject to being called to duty from time to time and said employees further understand that as employees of the Employer and as Firefighters, they must guard against conflict of interest and the appearance of impropriety. Therefore, no employee shall be permitted to engage in part-time or any outside employment without first obtaining the prior written approval of the Fire Chief or his/her designee.

- 52.2 The employer will not allow any full-time employee to work a secondary job as a paid-on-call firefighter or an employee of a public employer, non-profit corporation, or a private contracting firm providing fire protection or emergency medical services to a city, county, municipality, or a fire protection district as a volunteer, reserve, part-time, part-paid, police officer, police reserve, or public safety officer.
- 52.3 In the event the Fire Chief or his/her designee denies part-time or outside employment, he/she will state his/her reasons in writing within 10 business days. The decision of the Fire Chief or his/her designee is subject to the grievance/arbitration process solely to the extent that the decision was arbitrary or capricious.

ARTICLE 53 – LIGHT DUTY POSITION

- 53.1 An employee who cannot perform his/her normally assigned duties due to a partial disability, injury, or illness, may be temporarily assigned to a light-duty position.
- 53.2 Light duty positions may include assisting in fire Inspections, records, EMS public education, other fire department desk assignments, or other areas within the fire department where the employee is able to perform tasks during the usual working day or week or portions thereof, without jeopardizing the employee's health or condition.
- 53.3 Assignments to light-duty positions will be based upon the availability of such work and shall be subject to the approval of both the Fire Chief or his/her designee and the employee, with the written approval of the employee's attending physician. At any time, the Employer may require the employee to undergo examination, diagnosis, and prognosis consistent with the provisions set forth in the agreement.
- 53.4 For an on the job injury, an employee who cannot perform his/her normally assigned duties due to a partial disability, injury, or illness, and assigned to a light duty position, will be expected to report for duty on their regularly scheduled shift until a 28 day notice has been provided or the employee waives this notice.
- 53.5 Upon approval from the Fire Chief or his/her designee, a 40-hour employee can be scheduled to either a 4 day – 10-hour schedule or a 5 day 8 hour schedule. The Chief may assign this employee to work the 40-hour schedule after the 28-day notice has been given and/or waived. During any week worked less than 40 hours, the employee shall use leave time which shall include vacation time, sick time, personal time, or compensatory time. The employee's rate of pay shall be computed on the 40-hour work week based on the employee's hourly wage divided by 2,080.

53.6 Assignment to light-duty positions shall not be unreasonably, arbitrarily, or capriciously denied.

ARTICLE 54 – WAIVER CLAUSE

54.1 It is agreed that this written agreement constitutes the entire agreement between the parties, and all prior agreements and understandings are expressly terminated. Any amendments or clarifications of this Agreement mutually agreed upon will be reduced to writing, signed by the parties, attached hereto and made a part hereof. As to any matter which is not addressed herein, but which is addressed in the Township's Policies and Procedures Manual, the Manual will govern.

ARTICLE 55 – DURATION

55.1 This Agreement will remain in full force and effect from 12:01 a.m., January 1, 2024 to midnight December 31, 2026.

a. It will be automatically renewed from year-to-year thereafter unless either party notifies the other, in writing, 100 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations will begin no later than 90 days prior to the anniversary date.

b. This Agreement will remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

55.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than 10 days prior to the desired termination date which will not be before the anniversary date set forth in the preceding paragraph.

ARTICLE 56 – SAVINGS CLAUSE

56.1 It is agreed and understood that should any provision of this Agreement be declared unlawful, unenforceable, or not in accordance with applicable statutes by a court of competent and final jurisdiction or by a legislative authority, all other provisions of this Agreement will remain in full force and effect for the duration of this Agreement.

56.2 Both parties will meet to re-negotiate said declared provisions within 30 calendar days of declaration.

APPENDIX A

**Transferring Between Divisions
Leave Time Conversions
Vacation Time**

56 HOUR WORK SCHEDULE				
Upon Completion of Year	Vacation Days	Work Schedule	Vacation Hours	Conversion Factor
1	4	24	96	0.417
2	6	24	144	0.611
3	6	24	144	0.667
4	7	24	168	0.714
5	10	24	240	0.600
6	10	24	240	0.667
7	10	24	240	0.700
8	10	24	240	0.733
9	10	24	240	0.767
10	12	24	288	0.667
11	12	24	288	0.694
12	14	24	336	0.619
Carry up to 5 days	15	24	360	0.600
	16	24	384	0.583
	17	24	408	0.569
	18	24	432	0.556
	19	24	456	0.544

40 HOUR WORK SCHEDULE				
Upon Completion of Year	Vacation Days	Work Schedule	Vacation Hours	Conversion Factor
1	5	8	40	1.200
2	11	8	88	1.636
3	12	8	96	1.500
4	15	8	120	1.400
5	18	8	144	1.667
6	20	8	160	1.500
7	21	8	168	1.429
8	22	8	176	1.364
9	23	8	184	1.304
10	24	8	192	1.500
11	25	8	200	1.440
12	26	8	208	1.615
Max 35 Days in Vacation Bank	27	8	216	1.667
	28	8	224	1.714
	29	8	232	1.759
	30	8	240	1.759
	31	8	248	1.759
	32	8	256	1.759
	33	8	264	1.759
	34	8	272	1.759
	35	8	280	1.759

In the event an employee transfers from Administration to Suppression with an Administration vacation bank that exceeds 232 hours the employee will be allowed to transfer the time using the above conversion however the employee must use all hours that exceed the max of 456 hours in their Suppression vacation bank within that same year. Any time in excess of 456 hours will be lost at the end of the year.

Personal Time

56 HOUR WORK SCHEDULE			
Personal Time	Work Schedule	Conversion Factor	
56	40	0.714	40

40 HOUR WORK SCHEDULE			
Personal Time	Work Schedule	Conversion Factor	
40	56	1.400	56

APPENDIX B

Wage Scale

	Annual	2756 Hours	2080 hours	Annual	2756 Hours	2080 hours	Annual	2756 Hours	2080 hours
	2024 +3%			2025 +3%			2026 +3%		
Firefighter:									
Start	60,326.35	\$ 21.8891	\$ 29.0031	62,136.14	\$ 22.5458	\$ 29.8731	64,000.22	\$ 23.2221	\$ 30.7693
One Year	68,943.41	\$ 25.0158	\$ 33.1459	71,011.71	\$ 25.7662	\$ 34.1402	73,142.06	\$ 26.5392	\$ 35.1645
Two Year	73,251.90	\$ 26.5791	\$ 35.2173	75,449.46	\$ 27.3764	\$ 36.2738	77,712.94	\$ 28.1977	\$ 37.3620
Three Year	77,562.18	\$ 28.1430	\$ 37.2895	79,889.05	\$ 28.9873	\$ 38.4082	82,285.72	\$ 29.8569	\$ 39.5604
Four Year	86,179.23	\$ 31.2697	\$ 41.4323	88,764.61	\$ 32.2078	\$ 42.6753	91,427.55	\$ 33.1740	\$ 43.9556
Lieutenant	94,797.15	\$ 34.3966	\$ 45.5756	97,641.07	\$ 35.4285	\$ 46.9428	100,570.30	\$ 36.4914	\$ 48.3511
Captain	99,106.10	\$ 35.9601	\$ 47.6472	102,079.28	\$ 37.0389	\$ 49.0766	105,141.66	\$ 38.1501	\$ 50.5489
Batalion Chief	103,415.08	\$ 37.5236	\$ 49.7188	106,517.53	\$ 38.6493	\$ 51.2104	109,713.06	\$ 39.8088	\$ 52.7467
Admin:									
Training Coordinator	118,400.00	\$ 42.9608	\$ 56.9231	121,952.00	\$ 44.2496	\$ 58.6308	125,610.56	\$ 45.5771	\$ 60.3897
Fire Marshal	118,400.00	\$ 42.9608	\$ 56.9231	121,952.00	\$ 44.2496	\$ 58.6308	125,610.56	\$ 45.5771	\$ 60.3897
EMS Coordinator	113,400.00	\$ 41.1466	\$ 54.5192	116,802.00	\$ 42.3810	\$ 56.1548	120,306.06	\$ 43.6524	\$ 57.8395



Mark J. Abbot
Township Supervisor



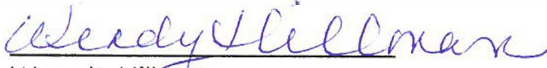
Kyle Lewis
President




Glenn Caldwell
HR Director



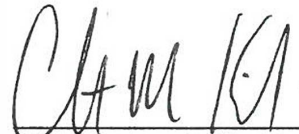
Adam Burton
Vice President



Wendy Hillman
Finance & Budget Director



Christopher Wiggins
Secretary



Christopher Kolinski
Treasurer