

AGREEMENT

10-26-2020

Between

CHARTER TOWNSHIP OF BLOOMFIELD

and

**BLOOMFIELD TOWNSHIP ASSOCIATION
OF PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 3045**

**FROM: April 1, 2020
THROUGH: March 31, 2025**

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AGREEMENT

AGREEMENT made this 1st day of April, 2020, by and between the Charter Township of Bloomfield (hereinafter “Township” or “Fire Department”) and the Bloomfield Township Association of Professional Firefighters IAFF Local 3045 (hereinafter “Association”).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Township, the employees, and the Association.

The parties recognize that the interest of the community and the job security of the employees depends upon the continued existence of a quality fire service for the community.

To these ends, the Township and Association encourage to the fullest degree friendly and cooperative relations between the Township, the employees and the Association at all levels.

ARTICLE I - RECOGNITION

Section 1 - General

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Charter Township of Bloomfield does hereby recognize the Bloomfield Township Association of Professional Firefighters as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for full time uniformed Firefighters and Command Officers. The township shall continue to have a total of three Command Officers excluded from the bargaining unit. Those exclusions shall be the Fire Chief, Assistant Chief and either an additional Assistant Chief or an Operations Officer, at the discretion of the Fire Chief.

Section 2 – Sole Bargaining Rights

The employer will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any other such group or organization for the purpose of undermining the Bloomfield Township Association of Professional Firefighters.

Section 3 – Gender Disclosure

The pronouns and relative words used in this agreement are written in the masculine form. If members of the bargaining unit are of feminine gender, such words shall be read in the feminine form.

ARTICLE II - DEPARTMENT EMPLOYEES

The following sections describe some of the employees in the Fire Department. These descriptions are not formal job descriptions.

Section 1 – Fire Chief

The Fire Chief is the highest-ranking officer in the Fire Department and the Fire Chief is in charge of all Fire Department operations.

Section 2 – Unit Officer in Charge

The Unit Officer in Charge is a Battalion Chief. They are the highest-ranking unit officer on duty. There shall be one (1) Battalion Chief for each unit and each shall be promoted from within the Union's bargaining unit. For contractual comparison purposes they will be compared to the Shift Commander Level.

Section 3 – Unit Officer

A Unit Officer is a Lieutenant who is responsible for the fire ground operations and daily Fire Department operations. There shall be, one Lieutenant at each fire station for each unit. All Lieutenants shall be promoted from within the Bloomfield Township Fire Department. If any fire stations are added, there shall be an agreement between the Township and Union as to whether there must be a Lieutenant, however if the station has 3 or more persons assigned there shall be a Lieutenant added for each unit.

Section 4 – Day Employee

A Day Employee is a firefighter or officer, assigned to a ten (10) hour shift, four (4) days per week, Monday thru Thursday.

1. Fire Marshal
2. EMS Captain
3. Lt./Fire Inspector(s)

Temporary Day Employee- Work hours and workdays may vary at the discretion of the Fire Chief or his designee, depending on needed schedule.

1. Temporarily for disciplinary reasons.
2. Special seminars, conferences, etc.
3. EMS Academy/Fire Academy.
4. Other specialized fire services positions as determined by Fire Chief.

Section 5 – Unit Employee

A Unit Employee is a firefighter or officer who is assigned to a unit for a twenty-four (24) hour shift.

Section 6 – Class “A” Firefighter

Notwithstanding any other provision of this Agreement, all employees shall achieve and maintain “Class A Firefighter” rating as follows:

- A. All employees hired after April 1, 1983, shall in order to become “Class A Firefighters”:
 - 1. Achieve a Basic EMT classification and a Fire Science Certificate at no cost (including tuition fees and books) to the Township within the first four (4) years of employment to attain a “Class A Firefighter” rating.
 - 2. Have four (4) years of continuous service with the Fire Department.
 - 3. Employees hired under this section may attain probationary “Class A Firefighter” rating without completing their Fire Science Certificate under the following conditions:
 - a. They have been enrolled in the Medical Academy and successfully completed the requirements for Paramedic status.
 - b. They are actively enrolled in Fire Science classes.
 - c. Satisfactory proof of A & B shall be provided to the Fire Chief.
 - d. In any event a Fire Science Certificate must be attained within eighteen (18) months from date of probationary “Class A Firefighter” rating.
- B. All Employees hired after May 1, 2011, shall in order to become “Class A Firefighters”:
 - 1. Possess and maintain a State of Michigan Issued Paramedic license while employed by Bloomfield Township Fire Department.
 - 2. Complete 60 College semester credit hours.
 - 3. Possess Fire Fighter I and II State of Michigan certifications.
 - 4. Have four (4) years of continuous service with the Fire Department
- C. All Employees hired after April 1, 2020, shall in order to become” Class A Firefighters”:
 - 1. Possess a State of Michigan Issued Paramedic license.
 - 2. Complete 60 College semester credit hours or accepted equivalences in conjunction with semester credit hours. (15 total credits for FF I and FFII and 30 Credits for a Paramedic License.

3. Possess Fire Fighter I and II State of Michigan certifications.
 4. Have four (4) years of continuous service with the Fire-Department
- D. Failure of any employee who has achieved “Class A Firefighter” rating pursuant to 6(B) or 6(C), to maintain PARAMEDIC classification as required, will result in the following steps:
1. Immediate cessation PARAMEDIC classification pay when notification from the State of Michigan licensing agency confirms the de-certification.
 2. The decertified PARAMEDIC is given a six (6) month grace period to complete the re-certification process. The grace period begins when notification is received from the State of Michigan licensing agency. This period of grace re-certification shall coincide with the first available class and continuing education credit availability.
- E. Failure of any employee, who achieved “Class A Firefighter” rating pursuant to 6(B), 6(C) or 6(D) and fails to utilize said grace period, to maintain the PARAMEDIC classification, shall be cause for termination.

Section 7 – Probationary Employees

Employees shall be considered on probation for a period of one (1) year of employment from the date of their original hire or re-hire. During the probationary period, an employee may be suspended, discharged, or otherwise disciplined without recourse to the grievance-arbitration procedure. At the expiration of an employee’s probationary period, the employee shall be deemed a regular employee, and the employee’s seniority shall relate back to the employee’s date of hire or re-hire. Probationary employees will accrue vacation time and sick bank as described in other sections of this Agreement. Vacations, Trade Time, Personal Leave and Floating Holiday will be allowed after the probationary employee is being used as manpower on their assigned shift and approved by their Battalion Chief. Any time off prior to being counted on as manpower will be at the discretion of the Fire Chief.

ARTICLE III - MANAGEMENT RIGHTS

Section 1- General Statement of Rights

Except only as restricted by the express terms of this Agreement, the Township retains the sole and exclusive right to manage the affairs of its business and to direct its working forces, including, but not limited to, the right to determine; the means, method, and manner of providing services; the number, size and location of any buildings, facilities, equipment, divisions, or parts thereof and the extent to which they shall be operated, relocated, or shut down; the selection of machinery and equipment to be acquired and utilized; the work to be handled and to outsource any work; the number of employees; and to establish, change, and enforce quality standards; and to maintain order and efficiency in its operation; and to establish, change, and enforce safety and security rules and rules of conduct; and to hire, select train, assign, and lay off employees; and to suspend, discharge, or otherwise discipline or demote employees for just cause. The failure of the Township to exercise any rights, functions, powers, and authority retained by it, or the exercise in a particular way, shall not be deemed a waiver of such, nor shall it preclude the Township from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees the only limitation on the Township's rights are those expressly set forth in this Agreement or those set forth in Public Acts or State and Federal Laws.

ARTICLE IV - SENIORITY

Section 1 – Seniority Lists

- A. Newly hired employees shall acquire seniority on the day following satisfactory completion of a one (1) year probationary period from the date of hire into the Fire Department. The seniority of the newly hired employees will date back to their respective dates of hire and their names shall be placed on the seniority list in order of their respective individual seniority dates.
- B. The Township agrees to provide to the Association a current seniority list of Association members upon request, for Association purposes.

Section 2 – Loss of Seniority

An employee shall lose their seniority for the following reasons:

- A. Employee quits.
- B. Employee is discharged and the discharge is not reversed through the grievance procedure.
- C. Employee is classified as a Day Employee and is absent for three (3) consecutive working days or is a Unit Employee and is absent for two (2) consecutive working days without prior notification to the Township. In proper cases, exceptions may be made by the Township.
- D. Employee fails to return to work on their scheduled shift from Long Term Sick Leave.
- E. For any other reason stated in this agreement.

Section 3 – Layoff and Recall

If and when it becomes necessary for the Township to reduce the number of employees in the work force, the employees will be laid off in seniority order, starting with the least seniority and shall be recalled in reverse order.

ARTICLE V - GRIEVANCE – ARBITRATION PROCEDURE

Section 1 – Grievance – Arbitration Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I – Verbal:

Any employee having a grievance shall first take up the matter with the Fire Chief or Assistant Chief.

Step II – Written:

If the verbal grievance cannot be satisfactorily adjusted between the employee and the Fire Chief or Assistant Chief and no later than ten (10) Township business days after the facts occurred which gave rise to the grievance, or no later than ten (10) Township business days after the grievant or the Association President shall have reasonably known of such facts, whichever is later, the grievance shall be reduced in writing, on forms provided by the Association, and presented by the Association President or his designee to the Chief or his designated representative. Within five (5) Township business days thereafter, the Chief or his designated representative shall furnish to the Association President or his designee his written answer to the grievance. Should the Chief or his designated representative fail to furnish a written answer within the said five (5) Township business days, the grievance shall be processed in accordance with Step III.

Step III – Written:

If the grievance still remains unadjusted, then within five (5) Township business days after receipt of the answer of the Chief or his designated representative, or within five (5) Township business days of the date on which said answer should have been furnished, the Association President or his designee shall present the grievance to the Township supervisor. Within ten (10) Township business days thereafter, the Township Supervisor or his designated representative shall furnish to the Association President or his designee his written answer to the grievance. Should the Township Supervisor or his designated representative fail to furnish a written answer within the said ten (10) Township business days, the parties shall proceed to Step IV – Arbitration.

Step IV – Arbitration:

If the grievance cannot be satisfactorily adjusted in Step III, within fifteen (15) business days after receipt of the answer of the Township Supervisor or his designated representative, or within fifteen (15) business days of the date on which said answer should have been furnished, either the Township or the Association by the Association President or his designated representative may proceed to arbitration by filing a demand with either the Federal Mediation and Conciliation Service (FMCS) or the Michigan Employment Relations Commission (MERC) and the Township Supervisor.

In no event shall an individual be permitted to invoke arbitration under the Agreement; only the Union and management may invoke arbitration.

Either party shall have the option of requesting a second panel from the arbitrating service at the requesting party's sole expense. The arbitrator shall be selected from said panel or panels by an alternate striking of names.

Upon acceptance of the commission by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award which shall be final and binding upon the parties. Each party shall bear its own expenses in connection with the arbitration; however, the expense of the arbitrator shall be borne equally by both parties. Where one party arranges for the transcription of the arbitration hearing by a court reporter, and the other party orders a copy of the record made, the parties shall share the costs of the record. The arbitrator shall not, in any way, provide said other party with the original or a copy of the transcript unless the party shares equally in the total costs of obtaining the transcript and a copy thereof. A single arbitrator will be selected for each grievance going to arbitration. The arbitrator shall have no power to alter, modify, or amend any provisions of this agreement. The arbitrator shall be bound by the express provisions of this Agreement. Nor shall the arbitrator have the authority to set any wage rates.

The Association shall not be required to process an employee's grievance, if, in the opinion of the Association, said grievance lacks merit. No grievance shall be considered if not filed or processed within the time limits set forth in this Article and any grievance not appealed from a decision in one of the steps of the grievance procedure to the next step shall be considered dropped and the last answer shall be final and binding.

Section 2 – Grievance Time Extension

The Association or the Township may request, and mutually agree, in writing, to a time period extension of any step of the grievance procedure.

Section 3 – Grievance Committee

The names of the Association's officers shall be certified in writing to the Township by the Association, and the individuals so certified shall constitute the Association Grievance Committee.

The Township shall meet as required, at a mutually convenient time, with the Association Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Township's premises, and without loss of pay to those committee members on duty.

The purpose of the Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Township other issues which would improve the relationship between the parties.

April 1, 2020 to March 31, 2025
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Section 4 – Manpower Coverage

In order for the Fire Department to arrange manpower coverage, the Association will give, not less than forty-eight (48) hours before the arbitration, advance written notice to the Fire Chief of the names of the Fire Department employees that will testify as witnesses at any arbitration hearing.

ARTICLE VI - STUDY COMMITTEE

Section 1 – Study Committee

A Study Committee shall be formed consisting of four (4) persons: the Township Supervisor or his designee, the Chief or the Chief's designee, the President of the Association or the President's designee, and another Association designee. Either the Township or the Association may refer to the Study Committee for review and discussion of matters which affect the employees of the bargaining unit. The Study Committee shall decide by majority rule. Any decision of the Study Committee shall be without precedent or prejudice. Meetings of the Study Committee shall be scheduled at the discretion of the Fire Chief or the Fire Chief's designee.

Section 2 – Township Business Day

“Township business days” means any weekday excluding Fridays, Saturdays, Sundays, and holidays identified in this Agreement.

ARTICLE VII - NO STRIKE/NO LOCKOUT

Section 1 – Uninterrupted Operations

The Association and the Township agree that both desire uninterrupted operations. Each party agrees, in consideration of the provisions of this Agreement, that the parties shall look to the grievance-arbitration procedure contained in this Agreement as the sole and exclusive method for resolving their contract disputes. The Association for its part agrees that it will not cause, permit, authorize, sanction, encourage or condone any strike, work stoppage, slowdown, sympathy strike, unfair labor practice strike, or any other interruption of work or interference with the operations of the Township.

Section 2 - Obligation and Duty

In the event activity prohibited by this Article occurs during the life of this Agreement, the Association, its officers, agents, and each of them, shall have an affirmative obligation and duty, and in connection therewith, shall exercise whatever powers they possess and take whatever steps are necessary and proper to end such improper activity, including but not limited to immediately instructing the involved employees, in writing, that their conduct is in violation of the labor contract and that all such persons shall immediately cease their offending conduct. The Association agrees that the Township is entitled to expect and rely upon this Article as providing the Township with uninterrupted operations during the life of this Agreement.

Section 3 - Disciplinary

Any employee, who shall participate in any strike, work stoppage, slowdown, or any other interruption of work in violation of this Article, shall subject himself to immediate disciplinary action up to and including discharge without recourse to the grievance-arbitration procedure except to establish the fact of the offense.

Section 4 - Lockout agreement

The Township for its part agrees that it will not engage in any lockout.

April 1, 2020 to March 31, 2025
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ARTICLE VIII - MAINTENANCE OF CONDITIONS

The employer and employee agree to honor and maintain the wages, terms and conditions of employment expressly set forth in this Agreement during the term of this Agreement as required by the specific provisions of this Agreement.

ARTICLE IX - UNION ACTIVITIES

Section 1 - Union Business

- A. Officers and representatives of the Union shall be afforded reasonable time without loss of pay to fulfill their Union responsibilities, including negotiations with the Township, processing of grievances, and administration and enforcement of this Agreement upon approval of the Fire Chief. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted.
- B. The Executive Board consists of the President, Vice Presidents, Secretary/Treasurer or their designee.
- C. The Union shall advise the Township in writing as to the officers and representatives and shall report any changes promptly.
- D. The Union shall be provided with suitable bulletin boards at each Fire Station for the posting of Union notices and other materials. All posted notices and other materials are the sole responsibility of the Union. The Township maintains the right to remove inappropriate material.
- E. The Union may schedule meetings on Fire Department property, providing such meetings are not disruptive of the duties of the employees or the efficient operation of the department. The Union must obtain the Fire Chief's approval prior to scheduling meetings on Fire Department property.
- F. The Township will guarantee uncharged leave time for the three (3) Union Executive Board members to attend the MPFFU State Convention, IAFF National Convention, and 6th District meetings. Sixth District meeting leave time is for attendance at the meeting time only. Executive Board members shall give thirty (30) days' notice. Neither party can cancel without mutual agreement. Time will be charged to one of the following leave banks to attend all other Union meetings, IAFF seminars and classes: Vacation bank (Union Executive Board members can utilize up to 12 odd days per year), personal business (Union Executive Board members may use up to 60 hours per year from personal business), or leave without pay. (Trade Time can also be used). Maximum yearly aggregate for union business for all Board members is 144 hours. The 144 aggregate hours include vacation, personal business, and leave without pay. Board members shall decide which bank to be used.

ARTICLE X - WAGES/ACTING PAY

Section 1 – Wages

Attached hereto as Appendix “A” is the wage schedule for employees covered by this Agreement, which has been agreed upon by the parties and is made a part of this Agreement.

Section 2 – Acting Pay

In the event that there is no Officer on duty at a station, the Township shall pay the senior fire fighter on duty at the station base wages equivalent to a Lieutenant Paramedic and the senior Lieutenant (time in rank) for Battalion Chief’s Acting Pay.

Effective April 1, 2020, the following procedure (A, B, C, D, & E) will be used to determine which senior firefighter at the station will be used as an acting officer:

- A. For Acting Lieutenant or Battalion Chief, the Township will first select in top to bottom order from the on duty firefighters at the station who are on the current promotional Lieutenant or Battalion Chief list with Fire Officer Certificate. If no Lieutenant is on current Battalion Chief list then it shall default to time in rank.
- B. If no on-duty firefighter at the station is on current promotional list, the Township shall select by seniority from the on-duty unit firefighters at the station who have obtained a Fire Officer II Certificate.
- C. If no on-duty firefighter at the station has a Fire Officer II Certificate, then the Township shall select by seniority from on-duty firefighters at the station who have a Fire Officer I Certificate
- D. If there are no firefighters on duty at the station with a Fire Officer certification, a Firefighter with a Fire Officer Certificate will be sent out from another station at the discretion of the Unit Officer in Charge.
- E. If there are no firefighters on duty with any of the above certifications, then the senior firefighter on duty at the station will be the acting officer.

The employee shall receive compensation at the rate of Lieutenant Paramedic or Battalion Chief (whatever the case may be) for the entire duration of time worked in the acting position.

Station 1 shall have one (1) Battalion Chief and one (1) Unit Lieutenant on duty at all times. In the event there is no Battalion Chief and Unit Lieutenant on duty at Station 1, the Township shall pay Acting Pay.

April 1, 2020 to March 31, 2025
Signature Copy

Light Duty employees and Day employees are not eligible for Acting Pay.

The Township shall keep record of all hours worked by employees “acting in higher rank”.
Acting Pay will be paid in the work period in which it is worked.

ARTICLE XI - FOOD ALLOWANCE

Section 1 - Increments

All Employees will receive an annual food allowance paid in two increments.

A. For contract years:

2020 and thereafter: \$1000.00

B. The first fifty (50%) percent will be paid in the last paycheck in September.

1. First Period: April 1 through September 30.

C. The second fifty (50%) percent will be paid in the last paycheck in March.

1. Second Period: October 1 through March 31.

Section 2 - Proration

Those employees on short-term, long-term disability and after six months of Workers Compensation will receive a prorated food allowance amount.

ARTICLE XII - OVERTIME

Section 1 - General

Overtime shall be paid on the basis of hours actually worked pursuant to the Fair Labor Standard Act as amended 1985. Except that the Township will pay those overtime hours pursuant to Section 207(K) of the Fair Labor Standard Act (1986) and 29 Code of Federal Regulations, Part 553 (Garcia Act) for those hours over 212 in a pay period for actual hours worked, for vacation time, sick time, personal business, workers compensation, bereavement and jury duty. Provided, however, that the 212 hour threshold for payment of overtime when vacation, sick time, personal business, workers compensation, bereavement and jury time is involved shall not change even if Section 207 (K) and the regulations are amended or changed in the future, to require the payment of overtime for less than 212 hours in a pay period. In such case, overtime shall not be paid based on, or caused by any vacation, sick time, personal business, workers compensation, bereavement and jury duty hours until the 212-hour threshold is reached.

Section 2 - OT Rate and Authorization

Overtime must be authorized by the Fire Chief or the Unit Officer in Charge at Fire Station One on each unit. Overtime will be paid at one and one-half (1 ½) times the Wage Scale, prorated in one-quarter (1/4) hour increments. It shall be the employee's responsibility to notify the Unit Officer in Charge when overtime is worked, and the amount of overtime worked. The Unit Officer in Charge shall verify the employee's overtime and forward the amount of overtime on a Fire Department overtime form to the Fire Chief's office.

Section 3 - Held Over OT

If an employee is held over beyond their regularly scheduled work hours, the employee shall be paid at the overtime rate, prorated in one quarter (1/4) hour increments.

Section 4 - Call Back OT

An employee who is called back into work, outside their regularly scheduled hours, will receive a minimum of three (3) hours show up time paid at the overtime rate. Call Back Pay will be prorated in one quarter (1/4) hour increments, after the first three (3) hours of work. Call back shall commence at time of call. Call Back Pay will be designated by the Fire Chief or his designee.

Section 5 - Overtime Procedures

The following procedure shall be followed in the hiring or call back of overtime.

- A. Unit Selection
 1. Only personnel who can fill the requirements according to Sub-Section (B) will be contacted.

2. When off-duty unit is on “Kelly Day”;
 - i. The unit on “Kelly-Day” will be the first unit contacted.
 - ii. If all personnel on “Kelly-Day” are not available, the “other unit” that was on the previous 24 hours shift will be contacted next.
 - iii. If both of the above units cannot fill the shift the day shall be split into one half (1/2) of the original time needed for the staffing coverage and follow above procedure i. and then ii.
3. When both off duty units are on “Kelly Days” (one unit on their last day of “Kelly”, the other unit going off duty on their first day of “Kelly”);
 - i. The unit going off duty will be called first.
 - ii. In the instance where neither unit can fill the vacant classification for the entire time needed, the above order will be repeated beginning with step one, and requesting personnel for one-half (1/2) the original time needed for the manpower coverage.
4. When overtime is required beginning at 0800 hours with a requested duration of 12 hours or less, then the shift that is going off duty at that time will be the first to be called.
5. If an employee is already on duty on overtime, and the need arises for additional overtime, then the employee currently working shall have first chance at accepting the additional overtime.

B. Personnel Selection

1. Employees must live in Oakland County or any county that touches Oakland County (Lapeer, Livingston, Genesee, Washtenaw and Wayne) to be hired for when being asked to report to work immediately.
2. To fill any vacancy after unit selection has been made, use the unit overtime roster.
3. The unit overtime roster will be laid out in seniority order. On the date of ratification of this CBA, overtime will be called in order of the seniority. Once an employee has taken the overtime shift a notation will be made on that employee’s name. Then next time the list is used the employee under the notation will be the first to be called. When the end of the list is reached, the order goes back to the top of the list.

4. In the event that a specific position is needed, as referenced in other parts of the CBA, the employees who fit those positions will be called in seniority order. That separate list will be saved, as referenced in the above procedure.
5. In the event that all overtime list procedures have been exhausted probationary employees may be contacted for overtime with the approval of the Fire Chief.
6. Any overtime that is worked less than twelve (12) hours will not affect the notation of person to be called.

C. Use of the Overtime Roster

1. The Department will maintain in good order, a list of all Department overtime lists.
2. An employee shall not work overtime on their actual scheduled vacation day. An employee shall not collect pay for vacation leave and for working overtime on the same day unless approved by the Fire Chief.
3. Fire Department employees who have a signed trade time slip for the day overtime is needed shall not be eligible for overtime.
4. Employees who are transferred from unit to unit shall be placed on the new list in seniority order.
5. Overtime hours will begin when the employee reports to work.
6. In the event that overtime has to be filled and a vacancy in coverage exists, the crew at that station, in seniority order, shall have the opportunity to cover that time and be paid at the overtime rate.
7. Overtime shall be offered in person or through another communication platform. Examples but not limited to are, telephone, text message, specific program.
 - i. When a group text is used, interested employees will be given time parameters to respond, as instructed in the text, if they are interested in working the overtime. Following the list after the notation the employee that responds that is closest to the notation is awarded the overtime.

- ii. If contacted by telephone, the list will be called in order from the “line” down. The first employee to respond with a yes is awarded the overtime.

D. Emergency Overtime

1. In the event that there is an emergency situation that causes a need for more manpower, the Fire Chief or their designee, shall authorize an overtime call back, in whatever mass message means are available to them.
2. It is understood that due to the immediate need of manpower, the first members to respond shall get the overtime, as long as they are currently in Oakland County or a county that touches Oakland County. Any employee taking call back overtime will not be affected on their unit overtime list.
3. In the event that an emergency requires specific personnel, the chief may be able to call specific individuals in for that purpose, for example an incident commander, technical rescue team, hazmat team, etc.

Section 6 - Overtime on a Holiday

- A. Fire Department employees called into work Overtime on a Holiday shall be paid two and one-half (2 ½) times of the wage schedule and shall be paid in that pay period in which the Overtime was worked.
- B. If an employee is held over for one (1) hour or more beyond their regularly scheduled work hours on a Holiday, the employee shall be paid at two and one-half (2 ½) times of the wage schedule for the entire time the employee is held over, prorated in one-quarter (1/4) hour increments. Employees held over for less than one (1) hour shall be paid at one and one-half (1 ½) times of the wage schedule, prorated in one-quarter (1/4) hour increments.

Section 7- Record

The Township shall submit to the Union a record of all overtime hours paid to fire department bargaining unit employees.

ARTICLE XIII - FAMILY MEDICAL LEAVE ACT

April 1, 2020 to March 31, 2025
Signature Copy

See Family Medical Leave Act Policy at Attachment “I”

ARTICLE XIV – LONGEVITY SERVICE INCREMENT

Employees hired May 1, 2011 and after are not eligible for Longevity Service Increments.

Employees hired prior to May 1, 2011 and with at least five (5) years seniority prior to November 30th of each year shall be eligible for longevity service increment as set forth herein:

<u>Credited Service Time</u>	<u>Percent of Base Rate for Classification</u>
Five (5) Years	2%
Ten (10) Years	4%
Fifteen (15) Years	6%
Twenty (20) Years	8%
Twenty-five (25) Years	10%

In order to receive a full longevity service increment payment, an employee must have accrued a full twelve months credited service time from December 1 through November 30 of the applicable year. An employee shall accrue credited service time only if they meet the following criteria:

1. The employee is on active duty for the current year (December 1 to November 30) receiving bi-weekly paychecks from the Township.
2. The employee is receiving service-related disability (worker's compensation) checks from the Township but only for the first twenty-six (26) week period of the disability.
3. The employee is on sick leave and has not yet exhausted their sick leave bank.

Employees who do not have a full twelve (12) months of credited service time during the applicable twelve month period (December 1 through November 30), but are otherwise eligible for longevity service increment, shall have their longevity payment prorated based on the amount of credited service time from December 1 through November 30 as determined by the criteria set forth above. Payment for prorated longevity will be calculated by taking the amount of the employee's non-credited service time and dividing by 365. The longevity service increment shall be paid in the last paycheck in November of each year.

If an employee receives longevity pay, and quits the employment of Bloomfield Township prior to November 30th, the longevity payment shall be deducted from his separation pay.

Any employee who retires on a service disability retirement shall be paid a prorated longevity payment. Any eligible employee who dies while employed, their heirs shall be paid a prorated longevity payment.

Any employee who retires shall be paid a prorated longevity payment at time of retirement.

ARTICLE XV – HOLIDAYS

Day Employees and Unit Employees shall receive Holiday pay for the contract year (April 1 through March 31) in the pay cycle in which they worked. The balance of any Holiday(s) will be paid in one lump sum payment the last paycheck distributed in March of the contract year. Holiday pay shall be calculated by using the employee's permanent wage rate at the time payment is made for the Holiday(s). Payment will be made only if the criteria set forth are met.

Section 1- Holidays for Day Employees

The following shall be official Holiday(s) for Day Employees:

New Year's Day	Columbus Day
President's Day	Veteran's Day
One-half day Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
4 th of July	One-half day December 24
Birthday	Christmas Day
	Labor Day
	Martin Luther King Jr. Day

Should a Holiday fall on Saturday or Sunday, it shall be observed on the date observed by the Township. Day Employees working a Holiday (except one of the Holidays listed in Section 2A hereof), shall be paid at double their regular hourly rate.

Section 2 – Holiday Pay for Day Employees

Day Employees shall receive pay equal to eighty-eight (88) hours per contract year, if the following criteria set forth are met:

A. The Day Employee must work the following Holidays:

President's Day	Columbus Day
Veteran's Day	Martin Luther King Jr. Day
Employee's Birthday	

Day Employees who are absent on one (1) of the above Holidays (except for Vacation and approved Bereavement Leave) shall have sixteen (16) hours of Holiday pay deducted for each of the above days on which the Day Employee fails to work.

B. The Day Employee must accrue a full twelve (12) months of credited service time during the contract year (April 1 through March 31). A Day Employee shall accrue credited service time only if they meet the following criteria:

1. The employee was on active duty for the entire contract year (April 1 through March 31) receiving bi-weekly paychecks from the Township.
 2. The employee received service-related disability (Worker's Compensation) checks from the Township (not from a Workers Compensation insurance carrier), but only for the first twenty-six (26) week period of the disability.
 3. For the first twenty-six (26) weeks the employee is on Long-Term Sick Leave and has not yet exhausted their Sick Leave bank.
- C. Subject to Section 2D, Day Employees who do not have a full twelve (12) months of credited service time during the contract year (April 1 through March 31) shall have their Holiday pay pro-rated based on the amount of credited service time from April 1 through March 31 as determined by the criteria set forth in Section 2, B, 1-3.
- D. A Day Employee shall have the following deductions made from the eighty-eight (88) hours holiday pay set forth in Section 2 A above:
1. The Day Employee must not have used Short-Term Sick Leave on any of their scheduled Holidays. Any use of Short-Term Sick Leave on a scheduled Holiday will be deducted from their Holiday pay.

Section 3 – Holidays for Unit Employees

The following shall be official Holidays for Unit Employees:

New Year's Eve	New Year's Day
4 th of July	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Christmas Eve Day	Christmas Day
Memorial Day (May 30 or as observed by the Township)	

Section 4 – Holiday Pay for Unit Employees

A Unit Employee shall receive Holiday pay as follows:

- A. A Unit Employee shall be paid Holiday pay for each Holiday they actually work. Alternatively, and subject to Section 4C below, a Unit Employee shall receive a total of one hundred forty-four (144) hours of Holiday pay (worked or unworked) for the contract year, if the employee meets the following criteria for earning credited service time:

1. The Unit Employee was on active duty the entire contract year (April 1 through March 31) receiving bi-weekly paychecks from the Township. This includes employees on approved Vacation or approved Bereavement Leave.
 2. The Unit Employee received service-related disability (Worker's Compensation) checks from the Township (not from a Worker's Compensation insurance carrier), but only for the first twenty-six (26) week period of the disability.
 3. For the first (1st) twenty-six (26) weeks the employee is on Long-Term Sick Leave and has not yet exhausted their Sick Leave bank.
- B. Subject to Section 4C below, Unit Employees who do not have a full twelve (12) months of credited service time during the applicable contract year (April 1 through March 31) shall have their Holiday pay prorated based on the amount of credited service time set forth in Section 4, A, 1-3.
- C. A Unit Employee shall have the following deductions made from the one hundred forty-four (144) hours of Holiday pay set forth in Section 4A above:
1. The Unit Employee must not have used Short-Term Sick Leave on any of their scheduled Holidays. Any use of Short-Term Sick Leave on a scheduled Holiday will be deducted from their Holiday pay.
- D. Under no circumstances shall a Unit Employee receive more than one hundred forty-four (144) hours of Holiday pay in any contract year (April 1 through March 31) unless they should have actually worked on more than six (6) Holidays.
- E. Proration payment for Holidays:

Examples:

1. Unit Employee works six (6) Holidays and was on Short-Term Disability for six (6) months. Unit Employee shall receive six (6) days Holiday pay.
2. Unit Employee works three (3) Holidays and was on Short-Term Disability for six (6) months. Unit Employee shall receive three (3) days Holiday pay.
3. Unit Employee works zero (0) Holidays and was on Short-Term Disability for six (6) months. Unit Employee shall receive three (3) days Holiday pay.

April 1, 2020 to March 31, 2025
Signature Copy

4. Unit Employee works four (4) Holidays and was on Short-Term Disability for six (6) months. Unit Employee shall receive four (4) days Holiday pay.

Section 5 – Holiday Trade Time

If Trade Time is utilized on a scheduled Holiday the Unit Employee regularly scheduled for duty shall be credited for attendance as if they were working.

ARTICLE XVI – VACATION

Section 1 – Amount of Vacation:

Vacation will be granted to all employees according to the amount of service time accumulated prior to April 1st of each fiscal year and credited as follows:

A. Day Employees

After one (1) years' service	80 Hours
After four (4) years' service	112 Hours
After five (5) years' service	120 Hours
After six (6) years' service	128 Hours
After seven (7) years' service	136 Hours
After eight (8) years' service	144 Hours
After nine (9) years' service	152 Hours
After ten (10) years' service	160 Hours
After eleven (11) years' service	168 Hours
After twelve (12) years' service	176 Hours
After thirteen (13) years' service	184 Hours
After fourteen (14) years' service	192 Hours
After fifteen (15) years' service	200 Hours
After sixteen (16) years' service	208 Hours
After seventeen (17) years' service	216 Hours
After eighteen (18) years' service	224 Hours
After nineteen (19) years' service	232 Hours
After twenty (20) years' service	240 Hours

B. Unit Employees

After one (1) years' service	7 unit days
After five (5) years' service	8 unit days
After six (6) years' service	8 unit days
After seven (7) years' service	9 unit days
After eight (8) years' service	9 unit days
After nine (9) years' service	10 unit days
After ten (10) years' service	10 unit days
After eleven (11) years' service	11 unit days
After twelve (12) years' service	11 unit days
After thirteen (13) years' service	12 unit days
After fourteen (14) years' service	12 unit days
After fifteen (15) years' service	13 unit days

After sixteen (16) years' service	13 unit days
After seventeen (17) years' service	14 unit days
After eighteen (18) years' service	14 unit days
After nineteen (19) years' service	15 unit days

Section 2 - Types of Vacations

There shall be the following types of Vacation:

A. Vacations:

Vacations shall be scheduled in increments of three (3) Unit days for Unit Employees or four (4) work days for Day Employees and no Vacation shall be longer than six (6) Unit days for Unit Employees or eight (8) work days for Day Employees, unless at the time the Vacation is scheduled, a Vacation request of more than six (6) unit days or eight (8) work days for Day Employees is acceptable to all other employees on the Unit or on Days respectively, and approved by the Fire Chief.

B. Advanced Odd Day Vacations:

1. Unit Employees may schedule four (4) Advanced Odd Day Vacations and Day Employees may schedule - eight (8) Advanced Odd Day Vacations per fiscal year in advance. If unforeseen events arise regarding the scheduling of additional Advanced Odd Days, The Chief and the Union will mutually agree to a new process.
2. Only one Unit Employee and/or Day Employee may schedule an Advanced Odd Day Vacation on the same calendar day.
3. First choice for Advanced Odd Day Vacations shall be listed according to seniority on each Unit and Day Vacation list before February 1st of each fiscal year.
4. Second choice for Advanced Odd Day Vacations shall be listed according to seniority on each unit and Day Vacation list before March 1st of each fiscal year.
5. Third choice for Advanced Odd Day Vacations shall be listed according to seniority on each unit list before March 15th of each fiscal year.
6. Fourth choice for Advanced Odd Day Vacations shall be listed according to seniority on each unit list by March 30th of each fiscal year.

7. Third, fourth, and fifth choices for Advanced Odd Day Vacations shall be listed before March 15th by Day Staff in order of seniority for each round of choices.
8. Sixth, seventh, and eighth choices for Advanced Odd Day Vacations shall be listed prior to March 30th by Day Staff in order of seniority for each round of choices.
9. After March 31st, Unit Employees need only the approval of Unit Officer in Charge to schedule an Advanced Odd Day Vacation and Day Employees need only the approval of the Fire Chief to schedule an Advanced Odd Day Vacation.
10. Advanced Odd Day Vacations must be scheduled prior to 08:00 hours of Unit Maximum Posting Date (previous work cycle) or workweek for Day Employees. After 08:00 hours, it is scheduled as an Odd Day Vacation and follows the procedure for scheduling an Odd Day Vacation as described in Section 2, Paragraph C (Odd Day Vacation) of this Article.
11. Cancellation of Advance Odd Day Vacation
 - a. Employees may cancel a posted Advance Odd Day Vacation (A.O.D.) using the following criteria:
 1. Unit Employees must request the A.O.D. cancellation to the Unit Officer in Charge at Fire Station One BEFORE 08:00 hours on the first workday of the preceding work period. Day Employees must request the A.O.D. cancellation to the Fire Chief or his designee BEFORE 08:00 hours on the first workday of the preceding workweek.
 2. If an employee meets the criteria set forth in 8.a.1 above, the employee shall then be allowed to utilize (schedule) another A.O.D. at a later date. The employee must follow the current language set forth in the Labor Agreement when rescheduling an A.O.D.
 3. When the employee cancels an A.O.D. vacation, they in turn cannot take an Odd Day Vacation for the same day. However, if a Unit three (3) or six (6) day Vacation or a Day shift four (4) day or eight (8) day Vacation becomes available during the time of the A.O.D. the Unit employee may take the Unit three (3) or six (6) day vacation or the Day employee make take the Day shift four (4) or eight (8) day Vacation without the loss of the A.O.D. status.

4. This policy can only be used one time per year.
- b. If an employee fails to meet the criteria set forth in 8.a.1 above, the employee may still cancel their A.O.D., but the employee shall not be allowed to utilize (schedule) another A.O.D. at a later date. The employee will have utilized one (1) of their A.O.D. options.
 - c. Day Employees shall notify the Fire Chief of the A.O.D. cancellation. The Day Employee, via e-mail and the posting of a memo, shall also notify all other Day Employees of the A.O.D. cancellation. Day Employees requesting to fill the open Day Vacation shall notify the Fire Chief or his designee. Those Day Employees requesting to fill the open Day Vacation need only the approval of the Fire Chief.
 - d. If a Unit Employee cancels their scheduled A.O.D after it has been listed and approved according to this Agreement, the A.O.D then becomes available and shall be offered to the remaining Unit Employees on the Unit by seniority, beginning with the Unit Employee with the most seniority. Each Unit Employee in descending seniority order shall be offered the A.O.D until a Unit Employee accepts the A.O.D or it has been offered to each Unit Employee. The Unit Officer in charge at Fire Station One or his designee will attempt to notify all Unit Employees of the affected shift of the A.O.D cancellation. Notification may consist of a verbal conversation or verbal message. Once the Unit Officer in Charge has completed notification to all affected Unit Employees, the A.O.D shall be available by seniority for six (6) hours. After the six (6) hours, Unit Employees scheduling the A.O.D need only to have the A.O.D approved by the Unit Officer in Charge. If cancelled A.O.D falls within parameters of ARTICLE XVI Section 2-B10, it shall be scheduled as an Odd Day Vacation by seniority.
 - e. Employees, who are off duty the day of the cancellation, shall be notified either the next scheduled workday in which they return or by phone call if time parameters require.

EXAMPLE

X=Unit Employee June (any year)

Cancellation prior to 08:00 hours on the 1st, for A.O.D. on the 14th

1. X = cancellation	11.	21. X
2.	12. X	22.
3. X	13.	23. X
4.	14. X = A.O.D.	24.
5. X	15.	25.
6.	16.	26.
7.	17.	27.
8.	18.	28. X
9.	19. X	29.
10. X	20.	30. X

C. Odd Day Vacation.

An Odd Day Vacation is a single Unit day Vacation for Unit Employees or a single workday for Day Employees. This Odd Day Vacation request may be posted (scheduled off) in the Unit Employees previous work cycle. Day Employees may have this Odd Day Vacation request approved by the Fire Chief in the previous workweek.

1. Unit Employees may have an Odd Day Vacation approved on a “first day for first day, second day for second day, third day for third day” basis. Day employees, “Monday for Monday, Tuesday for Tuesday”, etc. This previous work cycle or workweek scheduling is the maximum frame for approval. **[known hereafter as: Maximum Posting Date]**

Example: Unit works: Cycle #1 = Monday, Wednesday, Friday

Cycle #2 = Wednesday, Friday, Sunday

2. Unit Employees may schedule an Odd Day vacation on the first day of the work cycle (Monday of cycle #1) for the first day of the next work cycle (Wednesday of cycle #2). This shows the maximum spread of approval (**Maximum Posting Date**).

Any request for an Odd Day Vacation of less than maximum spread may be approved for both Unit and Day Employees.

Example: Odd Day Vacation may be posted on Monday (cycle #1) for Wednesday or Friday (cycle #1) and Wednesday (cycle #2).

3. Unit Employees may utilize up to eleven (11) Odd Day Vacations per fiscal year. Day Employees use of an Odd Day Vacation need only the approval of the Fire Chief. Unit Employees may request approval from the Fire Chief to utilize more than eleven (11) Odd Day Vacations. Such approval, if granted, shall be at the Fire Chief's discretion.
4. Carryover of Unit Vacation shall not alter the maximum of eleven (11) Odd Day Vacations per fiscal year.
5. Odd Day Vacations shall be approved by seniority for Unit Employees until 09:00 hours of the **Maximum Posting Date**. After 09:00 hours of the **Maximum Posting Date**, Odd Day Vacations shall be approved on a first request basis.
6. For Unit Employees, Odd Day Vacations must be approved by the Unit Officer in charge at Fire Station One. The Fire Chief's office must approve Day Employees requests.

Section 3 - Scheduling Vacations for Unit Employees:

- A. Any Unit Employee who fails to list their Vacation on the specified dates of this Section forfeits their seniority rights for Vacation choices. After March 1st of the fiscal year, Unit Employees scheduling Vacations need only to have the Vacation approved by the Unit Officer in Charge at Fire Station One.
- B. First choice for Vacations shall be listed according to seniority on each Unit's Vacation list before February 1st of each fiscal year.
- C. Second choice for Vacations shall be listed according to seniority on each Unit's Vacation list before March 1st of each fiscal year.
- D. The Unit Officer in Charge shall be responsible for approving, by seniority, first and second choices for Vacations, only when listed as required by B and C of this section.
- E. All Vacations shall be listed as the first scheduled working day leaving and the first scheduled working day returning.
- F. If a Unit Employee cancels their scheduled Vacation, the Unit Employee forfeits their seniority rights for choice.

- G. If a Unit Employee cancels their scheduled Vacation after it has been listed and approved according to this Agreement, the Vacation then becomes available and shall be offered to the remaining Unit Employees on the Unit by seniority, beginning with the Unit Employee with the most seniority. Each Unit Employee in descending seniority order shall be offered the Vacation until a Unit Employee accepts the Vacation or it has been offered to each Unit Employee.
- H. Four (4) Unit Employees, may be on Vacation per Unit on the same workday if the Unit will not be short personnel and further provided that:
 - 1. A minimum of eight (8) Unit Paramedics are on duty; and
 - 2. A minimum of two (2) Unit Officers are on duty at all times.
 - 3. The Fire Department will allow a total of three (3) Unit Employees on each Unit to be on Vacation as follows: A maximum of two (2) scheduled Vacations (either three Unit days or six Unit days) with the remaining Vacation time to be comprised of Advanced Odd Day Vacation or an Odd Day Vacation.
- I. Probationary Unit employees shall be allowed to post a vacation by seniority, while still on probation, providing the scheduled vacation occurs after they have been deemed manpower and have accrued the time.
- J. The Association understands that the Fire Chief determines the manpower level for the Units and the Fire Chief may or may not adjust manpower levels at his discretion.

Section 4 - Scheduling Vacation for Day Employees:

- A. Any Day Employee who fails to list their Vacation on the specified dates of this Section forfeits their seniority rights for Vacation choices. After March 1st of the fiscal year, Day Employees scheduling Vacations need only to have the Vacation approved by the Fire Chief.
- B. First choice for Vacations shall be listed according to seniority on the Days' Vacation list before February 1st of each fiscal year.
- C. Second choice for Vacations shall be listed according to seniority on the Days' Vacation list before March 1st of each fiscal year.
- D. The Fire Chief shall be responsible for approving, by seniority, first and second choices for Vacations, only when listed as required by B and C of this section.

- E. One (1) Day Employee from EMS Division and one (1) Day Employee from Fire and Life Safety Division (FLSD) may be on Vacation per work day. One (1) additional FLSD employees may be on vacation with the approval of the Fire Chief providing one FLSD personnel is on duty during the work day.
- F. All vacations shall be listed as the first scheduled working day leaving and the first scheduled working day returning.
- G. If a Day Employee cancels their scheduled Vacation, the Day Employee forfeits their seniority rights for choice.
- H. If a Day Employee cancels their scheduled Vacation after it has been listed and approved according to this Agreement, the Vacation then becomes available. The Day Employee, via e-mail and the posting of a memo, shall notify all other Day Employees, of its availability. Day Employees requesting to fill the open Day Vacation shall submit the request in writing to the Chief's office for approval.
- I. Half-day vacations for day employees may be approved by the Fire Chief for Good Friday and Christmas Eve subject to Section 2C above.

Section 5 - Vacation Credited/Pro-ration

Vacation shall not be used before it is credited. Vacation time shall not be pro-rated except for:

- A. Probationary Employees with less than one year of service on April 1st of the fiscal year. Time will be rounded up to a full vacation day
- B. Upon separation of employment for any reason the employee will be paid out on all accrued vacation time.

Section 6 – Vacation Encompass Holiday

When Vacations encompass an approved Unit Holiday, Unit Employees shall receive Holiday pay. When Vacations encompass an approved Holiday that Day Employees receive pay for, according to Article XV, Section 2A, of this agreement; the Day Employee shall receive Holiday pay for that day.

Section 7 – Carry Over

Unit and Day Employees may carry over one-half (1/2) of their annual Vacation accumulation into the first half of the next fiscal year.

Section 8-Working while on Vacation

No employee will be permitted to work and draw Vacation pay at the same time without prior consent of the Fire Chief and the Township Supervisor. Vacation days or pay shall not be accumulated without the prior express consent of the Fire Chief and the Township Supervisor.

Section 9 – Effect of Bereavement Leave on Vacation

If an employee has reason to use Bereavement Leave during a period of Vacation usage, and such Bereavement Leave is documented to the Fire Chief's satisfaction, such time may be considered as Bereavement Leave instead of being deducted from their Vacation accumulation.

Section 10 – Effect of Sick Leave on Vacation

If an employee has reason to use Sick Leave during a period of Vacation usage, and if such Sick Leave is used to cover an illness of the employee, and if such Sick Leave is documented by a physician's written statement, to the Fire Chief's satisfaction, such time may be deducted from the employee's Sick Leave accumulation instead of being deducted from their Vacation accumulation.

ARTICLE XVII – RETIREMENT PLANS

Section 1 – Defined Benefit Plan (see Attachment E)

During the period of this Agreement, the terms of the existing Defined Benefit Pension Plan, Attachment E and hereby incorporated by reference, shall continue in effect for employees hired before June 17, 2008. The substantive provisions of the pension shall be as follows and as described in the Township of Bloomfield Retirement Income Plan, Attachment E, as in effect on January 1, 2013. The pension shall be as follows:

- The base wage average multiplier shall be 2.75%
- Final average compensation (FAC) to be computed on the employees best three (3) May 1st earnings and shall include base wages and longevity pay.
- The retirement age for bargaining unit members shall be 52.
- Retirement benefits shall not exceed 80% of FAC.
- Each participant who is receiving retirement income as of March 31, 2020, and each participant who retires on or after April 1, 2020 and prior to March 31, 2025, including the surviving spouse or other payee of deceased retired participant shall be eligible effective as of the January 1 following their retirement and each January 1 thereafter for a 1% increase in their retirement income. Pro-rated if retired less than one (1) year on January 1.
- **Pre-retirement Death Benefit**

For vested participants the Plan will provide the following:

Participant's Spouse (Married Participants) or contingent Pensioner (Single Participants) will receive 50% of their retirement income based on years of credited service to their date of death.

There will be no reduction for early retirement, however, this benefit will be reduced if the participant's spouse or contingent pensioner is more than ten years younger than the participant.

In the event of a death between the ages of 50-52, the early retirement penalty is waived.

The pre-retirement death benefit payments will start the first day of the month following the participant's death.

When the deceased participant's spouse or contingent pensioner dies, the beneficiary will receive the remainder, if any, of the participant's required contributions with interest.

Future vested separated participants will have this benefit, however, past vested separated participants will not.

Non-vested participants – the plan remains the same.

- The Prudential Guarantee certificates were discontinued as of October 1, 2016, or as soon thereafter as practicable, with respect to participants who retired after such date.

Section 2 – Defined Contribution Plan (see Attachment F)

Employees hired on or after June 17, 2008 shall only be eligible to participate in the Township Defined Contribution Retirement Plan, including the Duty Disability Benefit pursuant to the amendment adopted by the Bloomfield Township Board of Trustees, a copy of which is attached, Attachment "F" and hereby incorporated by reference, and shall not be eligible to participate in the Township Defined Benefit Plan. The defined contribution retirement plan will have the following:

1. Investment in 401(a) Plan.
2. Employer contribution of 14% of base pay per year.
3. Employee contribution of 1%-3.5% of base pay per year. Mandatory contribution equal to defined benefit plan employee contribution and a maximum contribution of 3.5%.
4. For employees hired between June 17, 2008 and March 31, 2020, employer contributions are 100% vested after 3 years from hire date.
5. For employees hired on April 1, 2020 or after, the following vesting schedule applies for Employer contributions:
 - i. 3 years of service 25%
 - ii. 5 years of service 50%
 - iii. 7 years of service 100%
6. Immediate vesting in employee contributions.
7. Employee ownership of assets in individual portfolio after vesting.
8. Employee directed investments with education, counseling and advice from independent third-party plan consultants, at no direct cost to employee.

9. Employee's portfolio is completely portable in Employer contributions upon separation of employment from the Township if vested at time of separation.
10. Firefighters who participate in the Defined Contribution Plan will be eligible, if otherwise qualified, to receive disability insurance coverage (both duty-related (workers' compensation) and non-duty-related) until they reach age sixty-five (65) or are eligible to receive social security benefits.
11. A union member shall be provided with a copy of the Defined Contribution Plan upon written request.
12. "Moratorium" language for defined benefit plan employees as follows:

Eligibility for participation or benefits under the Defined Benefit Pension Program is limited to those individuals who were already active employee participants, participant spouses, future spouses who subsequent to June 17, 2008 marry pre-June 17, 2008 active employees while they are still active employees, retirees, or beneficiaries as of June 17, 2008. After said date, no other individuals shall be eligible to join the Defined Benefit Pension Program. As to Pre-June 17, 2008 participants, participant spouses, future participant spouses as specified above, retirees and beneficiaries, their individual rights to vested status in the program, accrual of service periods, accrued benefits, benefit options, and benefit payment formulas shall continue for the remainders of each of their respective individual lives, as described in the program/plan document(s) in effect on June 17, 2008. The Employer shall continue to fund the defined Benefit Pension Program to make it actuarially sound, with respect to such lifetime pension rights. The Township may amend the Defined Benefit Plan to maintain its tax qualified or tax-exempt status and to comply with existing or future laws or regulations.
13. No loans or hardship withdrawals from the Defined Contribution Plan.
14. Default (failure to make fund election) - target date funds.

**ARTICLE XVIII - MEDICAL, PRESCRIPTION, DENTAL AND VISION
INSURANCE**

Section 1 Medical and Prescription

- A. Continue HRA healthcare effective January 1, 2010 through December 31, 2020. The summary of benefit documents for medical, prescription, dental and vision coverage are attached as part of this contract (see Attachment A, B, and C).
1. The Bloomfield Township HRA healthcare plan will include:
 - a. Provision whereby remaining allotted funds in a participant's HRA account at the end of each calendar year will rollover into the next calendar year and be in addition to the annual HRA fund allotment of \$1,500 for individual plan participants or \$3000 for family plan participants.
 - b. This provision will also apply to retirees who have retired under proposed Bloomfield Township HRA healthcare plan.
 2. A provision allowing two Flexible Savings Accounts (see attachment A):
 - a. The optional CIGNA Healthcare Reimbursement accounts for certain healthcare expenses not covered by health benefits plan with a maximum employee contribution of \$2,000 per year.
 - b. The optional Dependent Day Care Reimbursement Accounts for non-medical day care expenses with a maximum employee contribution of \$5,000 per year.
 - c. Participants may elect either, or both, or neither of these accounts.
 3. A provision whereby participants may choose to opt out of the Bloomfield Township HRA healthcare plan and receive \$500 per year for single plan participant or \$1000 per year for family plan participant, pro-rated each paycheck.
 - a. This provision will also apply to retirees who have retired under the proposed Bloomfield Township HRA healthcare plan.
 4. Healthcare Contribution. Each employee shall make the following contribution toward the cost of his/her healthcare coverage by payroll deduction effective the first pay period of July, 2006.

- a. \$7.70 per pay period for family plan;
 - b. \$3.85 per pay period for individual plan employees;
 - c. If both husband and wife are Township employees, only one contribution of \$7.70 per pay period;
 - d. This section does not apply to employees who are in opt-out status of the Township's HRA Health Care Plan.
- B. Effective January 1, 2021, all employees shall be placed in a Health Savings Account (HSA) plan. The summaries of benefits documents for medical, prescription, dental and vision coverage are attached as part of this Agreement at Attachments A, B, and C the Bloomfield Township HSA healthcare plan will include (see Attachment A):
1. Employer contribution to remain at \$1,500 Single / \$3,000 Family annually. If two employees are married and choose to enroll, they must be on the same plan, and will have one Employer contribution.
 - a. New hires will receive prorated HSA funds based on the benefit start date:
 - i. From 1/1 to 3/31 Full Amount
 - j. From 4/1 to 6/30 75% of allotment
 - k. From 7/1 to 9/30 50% of allotment
 - l. From 10/1 to 12/31 25% of allotment
 2. Effective 1/1/24, for one-time only, the Township will contribute an additional \$500 Single / \$1,000 Family to every HSA of actives who are enrolled in medical for the 2024 calendar year.
 3. If an employee is actively working but nearing Medicare age, they may delay social security and Medicare to continue funding an HSA. Once enrolled in Medicare, even as an active, no new HSA funds are permissible.
 4. In the year an active employee (or future pre Medicare retiree) plans to retire and also age into Medicare, the Township's HSA annual funding will be prorated for the number of months the member is enrolled in the HSA program and HSA funding will cease when the individual has effectively enrolled in Medicare.
 5. The account is owned by each individual even after they separate from active employment, therefore the individual will pay the monthly fee for maintaining the account (currently \$5.31 but subject to change).

6. IRS Guidelines
 - a. The current Flexible Spending Account for Medical will be eliminated.
 - b. An additional employee contribution is allowable, optional, pre-tax, and the annual maximum contribution is set and limited by the IRS.
 - c. The HRA balances being tracked by Cigna cannot be paid out to employees or be contributed to their new HSA account.
 - d. It is the responsibility of those enrolled in the HSA to follow any and all tax rules associated with these accounts.
 - e. When a retiree reaches age 65 they will be moved to an HRA plan.
7. In addition to converting the existing healthcare plan to a Health Savings Account, the current medical and prescription drug plan will change in the following ways:
 - a. The Employer shall provide the Standard 3 Tier prescription drug list with exclusions for certain over-the-counter prescriptions, proton pump inhibitors, and non-sedating antihistamines. The parties recognize that the carrier may change the name of the drug list.
 - b. Remove nontraditional benefits from the plan, those being acupuncture, massage, and lifestyle drugs. See Attachment A.
 - c. In-network out of pocket maximum (OOPM) is as follows:
 - i.. 1/1/21 Single \$3,000 / Family \$6,000
 - ii.. 1/1/22 Single \$3,000 / Family \$6,000
 - iii. 1/1/23 Single \$3,000 / Family \$6,000
 - iv. 1/1/24 Single \$4,000 / Family \$8,000
 - v. 1/1/25 Single \$4,000 / Family \$8,000
8. A provision allowing a Dependent Care Flexible Savings Account.
 - a. The optional Dependent Day Care Reimbursement Accounts for non-medical day care expenses with a maximum employee contribution set by the IRS.

9. Opt out: Effective 1/1/21, active employee opt out payments will increase for employees who choose to not enroll in Township health insurance. Opt out payments will continue to be paid out the same as current practice, which is divided across 26 biweekly pays. The annual opt out amount for Single is \$3,000 and Family is \$6,000. Payments will not be made for any period in which the employee is enrolled in a Bloomfield Township plan. If two employees are married and enrolled on the plan, they are not eligible for the opt-out payment. Employees shall be required to show proof of other group health care coverage that includes every member of the employee's tax family before the employee will be eligible to receive the payments.
10. Healthcare Premium Contribution by employees:
 - a. Increase biweekly (for 24 pays per year) health insurance payroll deduction to the following amounts:
 - i. 1/1/21 Single \$25 / Family \$50
 - ii. 1/1/22 Single \$25 / Family \$50
 - iii. 1/1/23 Single \$25 / Family \$50
 - iv. 1/1/24 Single \$50 / Family \$100
 - v. 1/1/25 Single \$50 / Family \$100
 - b. If two employees are married and choose to enroll, they must choose which person will enroll as a family and the payroll deduction is taken from only one person.
 - c. This section does not apply to employees in the plan year they are opting out of the Township's HSA healthcare plan.
- C. Notwithstanding anything to the contrary as set forth in this Agreement, the Township, at its sole discretion shall have the right to change providers of any and all insurance plans so long as the insurance plans provided by the new provider are equal to or better than the current plans.
- D. All Provisions in section 1 will also apply to current pre-Medicare retirees who have retired under the Bloomfield Township HRA healthcare plan with the exception of payroll contributions, which are not charged to retirees. Also, see partial exclusion for pre-Medicare retirees aging into Medicare in 2021 in the retiree section of this agreement.

- E. If, at any time during the term of this Agreement, the Township Board of Trustees fails or refuses, in accordance with MCL 15.568, to exempt the Township from the requirements of Public Act 152 of 2011, for the next medical benefit plan coverage year, all Township employees who are enrolled in the Township provided health insurance plan shall receive equal per pay installments in an amount equal to the annual cost of the provided health insurance plan over the established hard-cap for the particular medical benefit plan coverage year; or, if the Township Board elects to require employees to pay 20% of the annual premium, then employees shall receive equal per pay installments in the amount equal to 20% of the annual premium of provided health insurance. Such payments shall be made in the equal per pay installments for that particular medical benefit plan coverage year. Such payments shall not be included in the employees' base wages and shall have no impact on any other economic benefits, including, but not limited to, longevity pay or pension benefits. As an example, if the Township Board of Trustees fails to exempt the Township from the requirements of Public Act 152 of 2011, for the 2023 medical benefit plan coverage year, and the overall annual cost of provided health insurance is \$4000 over the established hard-cap for the 2023 medical benefit plan coverage year (assuming a family insurance plan), then each employee of the Township will shall be paid \$4000 in equal per pay installments during 2023.
- F. Effective August 17, 2006: The Township shall continue health insurance coverage for five years with the same healthcare contribution, co-pays, deductibles, etc. as active employees for the spouse and children in the event of duty related death.
- G. Dependents for Medical and Prescription Benefits:
 - 1. Dependents are defined as:
 - a. Your lawful spouse;
 - b. Any child of yours who is less than 26 years old; or
 - c. 26 or more years old, unmarried, and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability which arose while the child was covered as a Dependent under this Plan, or while covered as a dependent under a prior plan with no break in coverage. Proof of the child's condition and dependence may be required to be submitted to the plan within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, the plan may require proof of the continuation of such condition and dependence.
 - 2. The term child means a child born to you or a child legally adopted by you. It also includes a stepchild.

3. Benefits for a Dependent child will continue until the last day of the calendar month in which the limiting age is reached.
4. Anyone who is eligible as an Employee will not be considered as a Dependent spouse. A child under age 26 may be covered as either an Employee or as a Dependent child. You cannot be covered as an Employee while also covered as a Dependent of an Employee.
5. No one may be considered as a Dependent of more than one Employee.
6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

H. Dependents for Dental and Vision benefits

1. Dependents are defined as:
 - a. Your lawful spouse;
 - b. Any child of yours who is less than 23 years old; or
 - c. Student status is required for children between the ages of 19 and 23 annually. The proof needs to be legible, include the dependents name, the name of the school they are attending and displaying the number of credits they are taking and what semester they are in at the time. Twelve credits is considered full time. We do ask for this information every September.
2. The term child means a child born to you or a child legally adopted by you. It also includes a stepchild.
3. Benefits for a Dependent child will continue until the day they turn 23.
4. Anyone who is eligible as an Employee will not be considered as a Dependent spouse. A child under age 26 may be covered as either an Employee or as a Dependent child. You cannot be covered as an Employee while also covered as a Dependent of an Employee.
5. No one may be considered as a Dependent of more than one Employee.
6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

Section 2 Retiree Healthcare

- A. The parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(G) and (H), above) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents (defined in Section 1(G) and (H), above), for the remainder of their respective lives (known as “Retiree Health Care for Life”). The health care, prescription, dental and vision plans that a pre-Medicare age retiree on the HRA plan and an employee retiring or separating from service under the April 1, 2020 to March 31, 2025 Collective Bargaining Agreement will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of the April 1, 2020 to March 31, 2025 Collective Bargaining Agreement; not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after March 31, 2025 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2022, they and their Eligible Dependents (defined in Section 1(G) and (H), above) shall have the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2022, 2023, 2024, and 2025 and as set forth in Article XVIII: Medical, Prescription, Dental, and Vision Insurance. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2025, will be the same plan that is in place for active employees on January 1, 2025. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within Article XVIII Section 2 (F) and (G). This “Retiree Health Care for Life” provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This “Retiree Health Care for Life” provision shall be subject to the provisions set forth in Article XVIII Section 2 (B) through (H) and Sections 3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may be changes to provided insurance that are out of the Township’s control; for example protocol changes, network requirements, Rx formulary changes, etc.). Any such changes shall be at the sole discretion of the insurance carrier. See also, Article XL Termination.
- B. Current pre-Medicare retirees are exempt from moving to a HSA plan only if they are aging into Medicare within 12 months following the January 2021 implementation. Aside from converting to a HSA, all other plan features as listed in Section 1 of this Agreement will also apply to these retirees. Contributions are not considered a plan feature.

- C. When a benefit eligible retiree, spouse, or dependent reach Medicare age, the Township's healthcare plan becomes secondary to Medicare and the retiree (or spouse/dependent) must enroll in Medicare Parts A & B at their own expense.
- D. Once a pre-Medicare retiree (or spouse/dependent) age into Medicare, the HSA will convert to a HRA. Any HSA funds accumulated are member owned and may be used to address future healthcare costs. However, no new HSA funds will be permissible once retired with Medicare. Therefore, the plan will transition to a HRA with prorated funding in the year the retiree ages into Medicare. The amount of future Medicare HRA funding will match the amount of annual HSA funds provided by the Township prior to Medicare age.
- E. Subject to the conditions and limitations set forth in Sections 2F and 2G below, the healthcare plan will apply to an eligible employee (spouse and other dependents), who has retired on or after his/her normal retirement date.
- F. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage if hired prior to April 1, 1999.
 - 1. If you retire at age 52 or older and are in active service on your retirement date, then you qualify for retiree health insurance; including medical, prescription, dental and vision coverage as long as you have satisfied the minimum requirements to retire as defined in the Township Defined Benefit Pension Plan.
 - 2. If you retire or your active service ends prior to your normal retirement date, you will still qualify to receive health insurance; including medical, prescription, dental and vision coverage, if you meet the following criteria:
 - a. If you have 25 or more years of service when your active service ends you will qualify for health insurance; including medical, prescription, dental and vision coverage, on your normal retirement date.
 - b. If you have between 15 and 25 years of service when your active service ends you will qualify for retiree health insurance; including medical, prescription, dental and vision coverage, once you meet your normal retirement date if you make co- payments of premium based on the following schedule:

Years of Service	Coverage
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

- c. Years of service shall be based from date of hire to date of termination. Co-payments will be based on the Township's estimated premium before experience adjustments. Years of Service will be credited in full years only; No pro-ration, no rounding. If you have less than 15 years of service when your active service ends you do not qualify to have your health insurance; including medical, prescription, dental and vision coverage reinstated at your normal retirement date.

NOTE: If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage, reinstatement of your Township policy will be delayed until such time as the other insurance is no longer available to you.

- G. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage, if hired after March 31, 1999.
1. If you have 25 or more years of service and you retire on or after your normal retirement date you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning on your retirement date.
 2. If you have 25 or more years of service and your active service ends for any reason prior to your normal retirement date, you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning at your normal retirement date. If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to you.

3. If you have between 15 and 25 years of service and you retire on or after your normal retirement date, you will be provided retiree health insurance; including medical, prescription, dental and vision coverage so long as you make co-payments of premium based on the following schedule:

Years of Service	Coverage
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

4. Years of service shall be based from date of hire to date of termination. Copayments will be based on the Township's estimated premium before experience adjustments. Years of service will be credited in full years only; no pro-ration, no rounding. Copayments will not end at age 55.
5. If you have between 15 and 25 years of service and your active service ends for any reason prior to your normal retirement date you will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning at your normal retirement date provided you make premium copayments per the above schedule. If you have any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to you.
6. If you have less than 15 years of service when your active service ends, you do not qualify to have your health insurance; including medical, prescription, dental and vision coverage, reinstated.

H. Termination of Insurance for Spouse/Dependents of Deceased Retirees.

1. If you are retired and covered by Bloomfield Township medical, prescription, dental and optical insurance when you die, your Spouse if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the spouse, medical benefits shall then be coordinated according to the rules of coordination.

- a. If you are retired and insured with medical, prescription, dental and optical insurance when you die, any dependent if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the dependent, medical benefits shall be coordinated according to the rules of coordination or until the date that the dependent ceases to qualify as a dependent for a reason other than lack of primary support by you.
- I. Retiree Healthcare for employees hired after May 1, 2011 provided through a Retirement Health Savings Plan (RHS) program whereby: (see Attachment D.)
1. The Employer's annual contribution to each individual account shall be:
 - a. 0-5 years - \$3,000
 - b. 5-15 years - \$4,500
 - c. 15 years or more - \$6,000
 - d. All active employees' prior years of service will count toward future contribution amounts; there will be no retroactive contributions.
 2. Employee makes annual contribution of 3% of gross earnings while employed by the Township.
 3. Immediate vesting of Employee contributions.
 4. Three (3) year vesting for Employer contributions, after three (3) years from hire date entire account is 100% vested going forward.
 - a. Effective April 1, 2020, the vesting schedule for new hires shall be:
 1. 3 years – 25%
 2. 5 years – 50%
 3. 7 years – 100%
 5. RHS is portable and employees and dependents are eligible to utilize account upon separation of employment from the Township either through termination, resignation, retirement or death prior to retirement.

Section 3 Dental

- A. Dental Plan benefits are in accordance with the attached Dental Plan Summary of Benefits (see attachment C).
- B. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Dental Plan effective January 1, 2010.

Section 4 Vision

- A. Vision Plan Benefits are in accordance with the attached Vision Plan Summary of Benefits (see attachment B).
- B. Lasik/Lasec: one Lasik/Lasec procedure per participant to be reimbursed by the Township. \$500.00 maximum.
- C. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Vision Plan effective January 1, 2010.

ARTICLE XIX - LIFE INSURANCE

The Employer will provide life insurance, inclusive of survivor's benefits, in the face amount of \$50,000 with double indemnity for qualified employees as provided in the contract between the Employer and Insurance Carrier. (See attachment G)

The amount of life insurance will be adjusted to \$6,000.00 following the earlier of:

1. Your 70th birthday or
2. Your date of retirement

The Employer shall also provide dependent's life insurance in the amount of:

1. \$5,000.00 for the spouse of qualified employees.
2. \$2,500.00 for each child between 6 months and 19 years of age.
3. \$500.00 for each child between 15 days and 6 months of age.

The Employer shall also provide Accidental Death and Dismemberment policy in the amount of \$50,000.

Section 1 – Survivor Income Benefit Insurance

If you die while insured, the Township or the Township's Insurance Carrier will pay monthly transition Survivor Income Benefits and Bridge Survivor Income Benefits to your eligible survivor or survivors.

Section 2 – Duty Related Death Policy

The Township, or the Township's Insurance Carrier shall provide a life insurance policy to the insured in the amount of \$500,000.00 for a duty related death, paid to insured beneficiary.

ARTICLE XX – Disability Benefits

Section 1 - Disability Benefits - Short and Long Term (See Attachment H)

- A. Employees on short-term disability benefits will receive 70% of their weekly basic earnings up to a maximum benefit of \$1,500.00 per week, and employees on long-term disability benefits will receive 66.6667% of their monthly basic earnings up to a maximum benefit of \$6,000.00 per month, and these provisions will be incorporated in the Certificate of Coverage provided by the insurance carrier.

Section 2 - Disability Pension Benefits

A. Duty Disability

1. The yearly amount of retirement income payable on account of a duty disability will be equal to that calculated in Section 4.1 of the Retirement Plan and adjusted in accordance with Section 4.3 of the Retirement Plan using Credit Service from employment date to the earlier of the date the Participant is no longer considered disabled, or the Normal Retirement Date and Final Earnings equal to the Rate of Earnings immediately prior to disablement adjusted by the increases negotiated for that job classification between the date of disablement and the earlier of the date the Participant is no longer disabled, or the Normal Retirement Date.

B. Duty Disability for Defined Contribution – 401(a) Plan Employees

1. This amendment revises the 401(a) Plan to provide for continuing contributions to the Plan for those who become totally and permanently disabled and applies only to bargaining members of the Police Department and Fire Department. This amendment excludes dispatchers.

In this case, total and permanent disability is required to meet a statutory definition which differs from the definition in the 401(a) Plan or the retirement Income Plan. An employee is totally and permanently disabled if the employee “is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.”

For such a totally and permanently disabled participant, the Township will continue to make contributions to the 401(a) Plan until the individual reaches normal retirement age as defined in the Retirement Income Plan. The contribution will be based on the disabled participant’s deemed compensation, which is equal to the greater of compensation at the rate the employee was paid when becoming disabled, or the rate of pay the disabled participant would have received if continuously employed under the

collective bargaining agreement.

C. Non-Duty Disability

1. The yearly amount of retirement income payable on account of a non-duty disability will be equal to that calculated in Section 4.1 of the Retirement plan and adjusted in accordance with Section 4.3 of the Plan based on Credited Service and Final Earnings as of this date of disablement.

D. Calculating the Retirement Benefit

1. For the purpose of calculating the retirement benefit, employees will be considered disabled only if because of injury or sickness he/she is unable to perform the essential duties of any occupation for which he or she is or may reasonably become qualified for based upon his or her training, education or experience.

E. Doctor Selection Process

1. The determination of whether employees meet the definition of disability will be made by a doctor selected by the employer and a doctor selected by the employee. If the doctors do not agree a third doctor shall be selected by the employer's doctor and the employee's doctor. The third doctor will then make the determination of whether the employee meets the definition of disability. The third doctor will be paid for by the employee.

Section 3 - Additional Benefits

- A. Employees on non-duty disability leave will be entitled to reinstatement to their former position at the current rate of pay and benefits for a period of thirty (30) months from the date of disability. Employees on non-duty disability leave shall receive full medical benefits for a period of thirty (30) months from the date of disablement, unless the employees are eligible for medical benefits from another job, through a spouse or from some other source.
- B. Employees on duty disability leave will be entitled to reinstatement to their former position at the current rate of pay and benefits for a period of forty-eight (48) months from the date of disability. Employees on duty disability leave shall receive full medical benefits for a period of fifty-four (54) months from the date of disablement, unless the employees are eligible for medical benefits from another job, through a spouse or from some other source.
- C. In order to be eligible for reinstatement from duty or non-duty disability, employees must be certified as fit for duty by a doctor selected by the Employer.

ARTICLE XXI - WORK CONNECTED INJURY OR ILLNESS

Section 1 – Reporting

Employees shall report all injuries or illnesses, arising directly from their employment, to the Fire Chief immediately.

Section 2 – Treatment

The Fire Chief has the authority to order any employee involved in an on-the-job injury to receive immediate professional medical attention and refusal on any ground other than the employee's religion shall be deemed insubordination. The person or institution rendering the medical treatment shall be informed that it is a possible Worker's Compensation case.

Section 3 – Payment of Medical Bills

If the injury or illness is deemed compensable by the Township, the Township's Workers' Compensation Insurance Company, the First Responders Presumed Coverage Fund, or the Michigan Worker's Compensation Commission, the Township or its insurance company will pay the related medical bills. All medical bills resulting from the case should be sent to the Accounting Department.

Section 4 – Payment for Time Off

If the injury or illness is deemed compensable by the Township, the Township's Workers' Compensation Insurance Company, the First Responders Presumed Coverage Fund, or the Michigan Worker's Compensation Commission, the employee shall be paid directly by the Township in the following manner:

- A. An employee off work due to an injury or illness, shall be paid by the Township their regular normal salary. Payment of the regular normal salary shall continue until the employee returns to work, or has been paid a total of twenty-six (26) weeks normal salary, whichever occurs first. Payment will be subject to the following conditions:
 1. All normal payroll deductions will be made from each check issued by the Township.
 2. Any payments received by the employee from the insurance company or the First Responders Presumed Coverage Fund, shall be endorsed to, and returned to, the Township. When notification is received by the Township that the employee has received a payment from the insurance company or the First Responders Presumed Coverage Fund, and if such payment has not been returned to the Township, the amount of the payment shall be deducted from the employee's next Township paycheck. Deductions will continue until all payments are recovered by the Township.

3. No deductions shall be made from the employee's Sick Leave or Annual Leave accumulations to cover payments from the Township or any time off work due to a work-related injury or illness.
- B. An employee unable to return to work within the twenty-six (26) week period described in Section 4-A, shall no longer receive regular normal salary payments from the Township, nor any accrued sick time or vacation. Seniority shall continue to accrue for 48 months. However, the employee shall be eligible to receive 66 2/3% of normal salary from the following sources:
1. Workers' Compensation Insurance – payments made by the Insurance Company or the First Responders Presumed Coverage Fund under provisions of the Workers' Compensation Act, shall remain with the employee.
 2. Social Security – after an employee is disabled for six months (twenty-six weeks) he may be eligible for Social Security benefits. Application for benefits must be made at a Social Security Administration office by the employee.
 3. Unum Life Insurance Company – if payments from Worker's Compensation Insurance and the Social Security Administration do not total 66 2/3% of the employee's regular normal salary, the employee should apply to Unum Insurance Company for long term disability payments. Payments from Unum Insurance Company will be 66 2/3% of regular normal salary less any amount received from Workers' Compensation Insurance and Social Security.
- C. Any employee injured by a work related injury or illness deemed compensable by the Township, the Township's Workers' Compensation Company, or the First Responders Presumed Coverage Fund, shall continue to receive their pre-injury medical benefits for fifty-four (54) months. In addition, medical benefits shall continue for the employee's spouse and dependent children for fifty-four (54) months.

Section 5 – Termination of Employment While Disabled

- A. Under this Article, any employee who does not return to work within six (6) months after the onset of a disability shall submit to the Township, a written statement from the employee's attending physician stating: diagnostic evaluation of the disability, treatment / medication, prognosis for recovery, length of recovery, and any other information requested by the Fire Chief. Based upon the attending physician's evaluation, the time period for returning to work shall be extended to forty-eight (48) months.

- B. Notwithstanding “A” above, any employee who does not return to work without restrictions shall submit from the attending physician a progress report periodically as requested by the Fire Chief.
- C. Under this Article an employee unable to return to work within forty-eight (48) months of any injury or illness shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township.
- D. A written notice of termination, and date of termination, shall be signed by the Fire Chief and the Township Supervisor and delivered to the employee.
- E. All employee and dependent insurance coverage shall cease on the date of termination (except as may be specified in other Sections of this Contract).
- F. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
- G. Payment in full for all unused accumulated Sick Leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
- H. For Purposes of application of this Article successive periods of disability shall mean:
 - 1. Separate periods of disability for the same injury or aggravation thereof, shall be considered one period unless separated by a return to full duty for at least six (6) months.
 - 2. Separate periods of disability for unrelated injuries from unrelated causes shall be considered one period unless separated by a return to full duty for at least one (1) day.
 - 3. The definition of successive periods of disability set forth in paragraphs 8(A) and 8(B) shall not apply to receipt of benefits under the Township’s workers’ compensation policy, the First Responders Presumed Coverage Fund, or short-term or long-term disability policies. Employees shall be able to obtain benefits under those policies by meeting the definition(s) of successive periods of disability as set forth in those policies.

April 1, 2020 to March 31, 2025
Signature Copy

Section 6 – Death While Disabled

If an employee dies while disabled under the Workers' Compensation Act and within forty-eight (48) months of the compensable injury, the employee's designated beneficiary shall receive the following:

- A. Payment for the face amount of the employee's life insurance policy carried by the Township.
- B. Payment in full for accumulated vacation time, uniform account, and full pay for all unused accumulated Sick Leave as described in Section 5.

ARTICLE XXII - SICK LEAVE

Section 1 – Definition of Sick Leave

Sick Leave is an absence from work for which the employee is paid, just as if they were at work, when the reason for absence is covered by the provisions of this Sick Leave plan, and the employee has accumulated at least as much Sick Leave as required for the absence in question. Sick Leave shall not be considered a privilege, which an employee may use at his discretion, but shall be allowed only in cases of actual illness or disability and with the approval of the Fire Chief.

Section 2 – Eligibility for Sick Leave Accumulation and Use

All employees eligible for the Sick Leave plan shall begin their accumulation from the first day of eligible Township employment.

Section 3 – Rate of Accumulation of Sick Leave

Eligible employees shall accumulate Sick Leave as follows:

<u>Classification</u>	<u>Sick Leave Hours Credited Per Pay Period</u>	<u>Maximum Sick Leave Accumulation</u>
Day Employees	4	No maximum limitation
Unit Employees	5.6	No maximum limitation

Section 4 – Use of Sick Leave

- A. Sick Leave may be used only with the approval of the Fire Chief. This provision shall apply to all other sections of this Sick Leave article.
- B. An employee that misuses Sick Leave, shall be notified in advance that a physician's statement will be required before returning to work.
- C. Short Term Sick Leave means absence from work for no more than two (2) successive workdays for Unit Employees and no more than five (5) successive days for Day Employees. Long Term Sick Leave means absence from work for more than two (2) successive workdays for Unit Employees and more than five (5) successive days for Day Employees.
- D. The Fire Chief shall be responsible for reviewing employee requests for Sick Leave and determining their validity. He shall refuse to allow use of Sick Leave when, in his sole judgment, there is insufficient evidence to support the employee's claim.
- E. Where Short-Term sick leave is requested the employee shall:

1. Notify the Fire Chief and/or the Unit Officer in Charge as soon as the employee knows that they will be unable to work, but not less than one (1) hour before their normal workday begins. Where the Fire Chief believes that the employee has not exercised reasonable effort to promptly notify the Fire Department of their absence, Sick Leave shall be denied.
 2. Provide, upon request, a physician's statement that the employee was ill and unable to work. The Fire Chief will not require a physician's statement for the use of one (1) day's Sick Leave unless, in the Fire Chief's discretion, the Short Term Sick Leave is being misused or abused.
 3. Abuse of the Short-Term Sick Leave or requesting Short-Term Sick Leave when the employee is able to work shall result in disciplinary action.
- F. Where Long-Term Sick Leave is requested, the employee shall:
1. Obtain a statement from their physician on a form to be obtained from the Fire Chief: a) describing the disability or illness; b) stating the reason(s) the employee is unable to work; and c) specifying the date that the employee can return to work.
 2. Abuse of Long-Term Sick Leave or obtaining Long-Term Sick Leave when the employee is able to work shall result in disciplinary action.
- G. Sick Leave may not be used before it is earned.
- H. Subject to the restrictions set forth above, Sick Leave may be used for the following purposes:
1. Acute personal illness or incapacity over which the employee has no reasonable control.
 2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 3. For Day Employees only, medical and dental examinations or treatment.
 4. The care of the employee's ill minor dependent children, spouse, parent or guardian if the employee is the only person available to render such care. Such usage is not to exceed two (2) workdays for any one illness.
- I. If an employee engages in another occupation, business, job or work, while the employee is on Short-Term or Long-Term Sick Leave outside of the stated physician's restrictions, they shall be subject to the following discipline:

1. First (1st) offense, employee is suspended for (3) three consecutive work days without pay; Second (2nd) offense, employee is subject to termination.

Section 5 – Payment for Unused Accumulated Sick Leave

A. Payment while still a Township employee:

1. The number of unused Sick Leave hours in each employee's Sick Leave accumulation shall be recorded as of the pay period in which the last paycheck is received in November of each fiscal year. Each Unit Employee having more than 1120 hours (800 for Day Employees) shall have a choice of:
 - a. Unit Employees may receive sixty percent (60%) pay, in cash, for Sick Leave in excess of 1120 hours up to a maximum of 336 hours per year. Day Employees may receive sixty percent (60%) pay, in cash, for Sick Leave in excess of 800 hours up to a maximum of 240 hours per year.
 - i. All employees must fill out a form provided by the Fire Chief's office if an employee wishes to cash in any accumulated Sick Leave. There will be no automatic Sick Leave pay-off on an annual basis.
 - b. The right to keep the hours in excess of those enumerated in Section 5 (A) (1).
 - c. Upon retirement or death, employee will be paid sixty percent (60%) pay for all of their unused accumulated Sick Leave up to 1456 hours for Unit Employees or 1040 hours for Day Employees.
 - i. Payment shall be made at the rate the employee is earning at the time of separation.
 - d. All accumulated Sick Leave hours will be indicated on an employee's check. An employee on Short or Long-Term Sick Leave will be advised of their Sick Leave status upon request.

Section 6 – Payment for Sick Leave Used

- A. Payment for Sick Leave used by an employee will be processed as a normal payroll payment. All such payments shall be subject to normal payroll deductions.
1. Upon approval of Sick Leave as explained in Section 4, the Fire Chief on the next regular payroll request shall indicate the amount of time to be

charged against the employee's accumulated Sick Leave. Charges will be made in one-quarter (1/4) hour increments.

2. Sick Leave payments will be charged against the employee's accumulated Sick Leave until all such leave is used or the buffer reached, where applicable. Payments may next be charged against the employee's accumulated Vacation until all such leave is used. At this time all payments for Sick Leave and Vacation from the Township shall cease.
3. An employee who has used all of their accumulated Sick Leave may be eligible for disability payments from Unum (see insurance handbook for details). It shall be the responsibility of the employee to apply for disability payments. Employees shall not be eligible for disability payments until the accumulated Sick Leave time is exhausted or the Sick Leave buffer reached, if applicable.

Section 7 – Effect of Sick Leave on Vacation

Employees on Sick Leave with pay shall continue to accumulate Vacation and Sick Leave just as if they were on the job.

If it is necessary for an employee to use Sick Leave during a period of Vacation usage, and if such leave is used to cover an illness of the employee, and if such Sick Leave is approved as required by Section 4, such time may be deducted from the employee's Sick Leave Accumulation, instead of from their Vacation Accumulation.

Legal Holidays which are counted as days off with pay by the Township shall not be deducted from a Day Employee's Sick Leave Accumulation, when they fall during a period of Sick Leave usage.

Section 8 – Effect of an Employee Leaving the Township Services on His Unused Accumulated Sick Leave

Former employees who return to Township service must start their accumulation of Sick Leave as new employees.

Employees who leave the Township service to enter the Armed Forces of the United States under provisions of the Vietnam Veterans Readjustment Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Township, have available any unused Sick Leave previously earned; provided that such reemployment takes place within ninety (90) days after the discharge or release from active duty in the Armed Forces, whichever is later.

Section 9 – Sick Time Buffer

All employees who have accrued at least one hundred forty-four (144) hours of sick leave time and who incur an injury or illness which is not compensable by worker's compensation, but which is covered by Short-Term Disability benefits, may elect to retain as a buffer, the following maximum hours: forty (40) hours for Day Employees and forty-eight (48) hours for Unit Employees. The buffer is only to be used to provide for available Sick Leave in the event the employee has an additional or recurring illness upon returning to work after the short-term disability.

Section 10 – Effect of Bereavement Leave on Sick Leave

Employees who are given permission to use Bereavement Leave during a period of approved Sick Leave usage shall not have the time spent on Bereavement Leave deducted from their Sick Leave Accumulation.

Section 11 – Effect of Sick Leave on Employment

The intent of Sick Leave is to provide the employee with protection of income during a period of illness or disability. It is hoped no employee need use all their Sick Leave, but such a possibility does exist. In the event an employee must make extended use of Sick Leave, such use cannot be considered a guarantee of employment. In order to maintain the continuity of Township operations, the Township must retain certain rights:

- A. If an employee is unable to return to work within one hundred thirty (130) weeks (2 ½ years) from the date of commencement of any illness or non-service connected disability, they will be considered permanently disabled and separated from Township service. The employee shall have the right to appeal, in writing, their separation to the Township Board within two (2) weeks of their separation.
- B. All employee and dependent insurance coverage shall cease on the date of separation from employment (except as may be specified in other sections of this contract).
- C. Separate periods of disability for the same injury or aggravation thereof, shall be considered one period unless separated by a return to full duty for at least six (6) months.
- D. Separate periods of disability for unrelated injuries from unrelated causes shall be considered one period unless separated by a return to full duty for at least one (1) day.
- E. The definition of successive periods of disability set forth in Section 11(C) and 11(D) shall not apply to receipt of benefits under the Township's workers' compensation policy or short-term or long-term disability policies. Employees shall be able to obtain benefits under those policies by meeting the definition(s) of successive periods of disability as set forth in those policies.

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Section 12 – Three Doctor Rule

If the employer's doctor and the employee's doctor do not agree on whether the employee meets the definition of disability, a third (3rd) doctor shall be selected by the employer after consultation with the Association. The third (3rd) doctor will be paid for by the Township.

ARTICLE XXIII - PERSONAL LEAVE/FLOATING HOLIDAY

Section 1-Personal Leave

- A. During each year of this Agreement, Day Employees may use twenty-four (24) hours accumulated Sick Leave time as Personal Leave and Unit Employee may use thirty-six (36) hours of their accumulated Sick Leave time as Personal Leave. Personal Leave is not cumulative from year to year and shall be taken in four (4) hour minimum increments.

- B. The Fire Chief may approve Personal Leave beyond the thirty-six (36) hour limit for Unit Employees or twenty-four (24) hour time limit for Day Employees to attend classes for continued education. Personal Leave for attending educational courses approved by the Fire Chief may be used in any necessary increments. Personal Leave time shall only be allowed in full hour increments. Partial hours beyond the minimum of four (4) hours shall be accelerated to the next hour. Personal Leave can only be used with the prior approval of the Fire Chief or Unit Officer in Charge. Additional hours for Personal Leave may be extended with the Fire Chief's approval. If there is a request for the use of Personal Leave and a request for a floating holiday for the same day, the approval of such requests shall be by seniority.

*Any reference to a certain number of "personnel" is in no way intended to establish a minimum required staffing level. Instead, the Fire Chief or his designee has sole discretion to establish staffing levels at any and all of the Township's fire stations.

- C. Requests for Personal Leave shall be granted for Day Staff by seniority from 0630 to 0700 and for Unit personnel by seniority from 0700 until 0800 of the scheduled work day. After 0700 for Day Staff and 0800 hours for Unit Personnel, Personal leave, if approved, shall be granted on a first come first serve basis.

- D. Personal Leave will be approved down to 15 personnel on full duty.

Section 2- Floating Holiday

During each year of this Agreement, employees will have 36 hours of time to be used as floating holiday hours. Floating holiday hours will be prorated for the calendar year of hire. Floating holiday hours can only be used as paid time off by the employee during the calendar year in which they are provided and only with prior approval. Floating holiday hours cannot be used to receive additional pay in lump sum. Should the floating holiday hours not be used by the employee before the end of the calendar year, they will be forfeited. Floating Holiday is not cumulative from year to year and shall be taken in four (4) hour minimum increments.

- A. Floating Holiday for unit personnel will count as one of the three paid leave spots if taken in increments of:

1. 24 Hours from 0800 hrs. to 0800 hrs.
 2. 12 Hours from 0800 hrs. to 2000 hrs.
 3. 12 Hours from 2000 hrs. to 0800 hrs.
- B. Any requests different from Section A will be administered the same as Personal Leave Section 1.
- C. Requests for Floating Holiday described in Section A shall be made by seniority on the day prior to scheduled workday, which the Floating Holiday is to be used, between 1800 and 2000 Hrs. Floating Holiday described in Section B, shall be granted for Day Staff by seniority from 0630 to 0700 and for Unit personnel by seniority from 0700 until 0800 of the scheduled workday. After 0700 hours for Day Staff and 0800 hours for Unit personnel Floating Holiday, if approved, shall be granted on a first come first serve basis.

*Any reference to a certain number of “personnel” is in no way intended to establish a minimum required staffing level. Instead, the Fire Chief or his designee has sole discretion to establish staffing levels at any and all of the Township’s fire stations.

ARTICLE XXIV - BEREAVEMENT LEAVE

Section 1 – Definition of Bereavement Leave

- A. Bereavement Leave is an absence from work, for not more than three (3) working days for Day Employees, and two (2) working day for Unit employees, for which the employee is paid just as if they were at work, because the reason for the absence is the death of a member of their immediate family or household as described by the following provisions of this plan.
- B. The deceased must bear one of the following relationships to the employee (whether the relationship is natural, adoptive, step or foster in nature):

Spouse	Spouse's Grandparent
Child	Brother-in-Law
Parent	Sister-in-Law
Guardian	Son-in-Law
Grandparent	Daughter-in-Law
Brother	Sister
Grandchild	Spouse's Parent

Member of the employee's household at the time of death (must actually have resided with the employee on a year round basis).

Section 2 – Use of Bereavement Leave

- A. Bereavement Leave may be used only with the permission of the Fire Chief or his designee.
- B. Permission to use Bereavement Leave must be secured before the Bereavement Leave is used.
- C. The length of Bereavement Leave shall be at the discretion of the Fire Chief, depending on the relationship of the employee to the deceased and the geographical location of the funeral, but in no case shall paid leave for one (1) death be longer than three (3) working days for Day Employees and two (2) working days for Unit Employees.

Section 3 – Effect of Bereavement Leave on Sick Leave and Vacation Accumulations

- A. Time taken off with pay as Bereavement Leave shall not be deducted from either the employee's Vacation accumulation or their Sick Leave accumulation.

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- B. An employee may use Vacation, Personal Leave or Sick Leave for attendance at a funeral not covered under this Bereavement Leave Article, but only at the Fire Chief's discretion.

ARTICLE XXV - MILITARY LEAVE

All leaves of absence for military leave will be granted in accordance with the Vietnam Veterans Readjustment Act and/or the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). An employee must file, with the Fire Chief, the proper military papers when requesting a military leave of absence.

ARTICLE XXVI - PROMOTIONS

If a new position is created in the Fire Department by the Township all the guidelines set forth in this Article shall govern its fulfillment provided there is an increase of wages and said level is below the rank of Assistant Chief.

Section 1 - UNIT LIEUTENANT

Eligibility for Lieutenant's Examination

- A. An employee must have five (5) years of continuous service.
- B. An employee must be a "Class A Firefighter".
- C. An Employee must have a Fire Officer II Certificate or must attain a Fire Officer II certificate within eighteen (18) months of appointment or extension approved by the Fire Chief.

Promotional List

A promotional list shall be established and be effective for two (2) years from the date of posting (March 16, of every even year). A new list shall be established prior to the termination of the posted list.

Section 2 - BATTALION CHIEF

Eligibility for Battalion Chief's Examination

- A. A Lieutenant must have two (2) years of continuous service in the Unit Lieutenant's rank.
- B. A Lieutenant must complete the promotional process and attain passing scores in all phases.
- C. A Lieutenant must have a Fire Officer III Certificate.

Promotional List

Promotional List: A promotional list will be established on an as needed basis, and will be effective for two (2) years from date of posting.

Section 3 - DAY FIRE MARSHAL

Eligibility for Day Fire Marshal Examination

- A. An Officer must have two (2) years of continuous service as an officer at a Lieutenant's rank or above.
- B. An Officer must have a Fire Officer III Certificate.

Promotional List

Promotional List: A promotional list will be established on an as needed basis, and will be effective for two (2) years from date of posting.

Section 4 - DAY LIEUTENANT FIRE INSPECTOR

The assignment of Day Lieutenant Fire Inspector to a Unit will not circumvent Acting Pay.

The lateral move of a Day Lieutenant Fire Inspector, from Days to Unit, only after testing, placement, and promotion on current promotional list for that classification. The Day Lieutenant Fire Inspector will not be permanently assigned to a Unit unless they have taken, passed and promoted to that position.

Eligibility for Day Lieutenant Fire Inspector's Examination.

- A. An employee must have five (5) years of continuous service.
- B. An employee must be a "Class A Firefighter".
- C. An Employee must have a Fire Officer II Certificate or must attain a Fire Officer II certificate within eighteen (18) months of appointment or an extension approved by the Fire Chief.

Promotional List

Promotional List: A promotional list will be established on an as needed basis, and will be effective for two (2) years from date of posting.

Section 4 - DAY CAPTAIN EMS COORDINATOR

The lateral moves of Day EMS Coordinator from Days to Unit only after testing, placement, and promotion on current promotional list for that classification. The Day Captain EMS Coordinator will not be permanently assigned to a Unit unless they have taken, passed and promoted to that position.

Eligibility for Day EMS Coordinator's Examination

- A. An employee must have five (5) years of continuous service.
- B. An employee must be a "Class A Firefighter".
- C. An employee must have a Fire Officer II Certificate or must attain a Fire Officer II Certificate within eighteen (18) months of appointment or an extension approved by the Fire Chief.

Promotional List

A promotional list will be established on an as needed basis, and will be effective for two (2) years from date of posting.

Section 5 - EXAMINATION REQUIREMENTS

Examinations for Unit Lieutenant, Battalion Chief, Day Lieutenant Fire Inspector, Day Captain EMS Coordinator and Day Fire Marshal shall be conducted as follows:

- A. **Written Examination:** A written test shall be administered by EMPCO or a testing agency agreed upon by the Association and the Township. The written test will be graded by the same agency. All test questions shall be of an objective nature to include multiple choices, true or false, matching, etc. The Standard Score of seventy percent (70%) will be used to determine passing. A passing score of seventy percent (70%) shall be required to continue the promotional process. Test questions may be challenged by employees, at the employee's expense and according to the testing agency's policy. The Township shall post a bibliography no later than Ninety (90) days prior to the scheduled written examination date.
- B. **Seniority Points:** Seniority points will be granted at the rate of one-tenth (1/10) of a point for each full completed month of service (1.2 points per year) calculated from the date of the test. This will allow maximum credit to all employees.
- C. **Oral Review Board:** The oral appraisal of the candidate shall be conducted by at least two (2) members of the fire profession selected by the agency conducting the written examination. The Oral Review Board will examine the candidate's personal qualities relating to the candidate's ability to perform in the position being tested for. Consideration shall be given to appearance, attitude, communicative ability and professional qualifications. The Oral Review Board will not be informed of the scores achieved on the other sections of the examination. A passing score of seventy percent (70%) shall be required to continue the promotional process.

- D. Psychological Evaluation: The Fire Chief may send the top three (3) candidates on the final list for a psychological evaluation. The Township's psychological consultant will give assessment of an employee's intellectual and personality traits. The psychological assessment will consist of a series of written tests to evaluate the employee's intellectual potential, personality variables, emotional stability and leadership qualities. Assessment of the employee's intellect and personality will be given to the Township. The employees will be ranked as excellent, very well qualified, well qualified, good or poor.
- E. An employee must complete the promotional process and attain passing scores of 70% or higher on the written and 70% or higher on the oral interview.
- F. All candidates may review their scores on the above sections (A, B, C, D), after all portions of the promotional examination are complete.
- G. The Township Supervisor and Fire Chief reserve the right to appoint from the top three (3) finishers with the highest accumulated percentage and/or points.
- H. Upon the date of appointment, the new Officer will receive the full increase in wages according to the wage scale,) and will be placed on a promotional probationary period for six (6) months.
- I. In the event the classes/courses listed in the collective bargaining agreement are no longer offered, available or are no longer required by the State of Michigan, the parties agree to meet and agree upon equivalent replacement classes/courses before implementation.
- J. The promotional list will be posted prior to sending any employee for a psychological evaluation.
- K. The scoring of the promotional exam shall be as follows:

The written exam will be weighted at 75% of the overall score; the oral examination will be weighted at 25% of the overall score; with 1/10 point granted per month of service.

ARTICLE XXVII - UNIFORMS

Section 1 - Account Amount

The Township agrees to credit the Fire Department Uniform Account in the following manner:

Beginning April 1, 2020 and each year thereafter

Day Employee	\$350.00
Unit Employee	\$300.00

Section 2 - Use of Allowance

Use of the Fire Department Uniform Allowance must be approved by the Fire Chief prior to the purchase of any uniform or accessory item.

Approved Items are as follows:

Department t-shirts, uniform shirts, uniform pants, job shirts (sweatshirt), uniform boots, uniform shoes, black/blue dress socks, belt, three season jacket, winter hat, baseball hat, turnout gear bag, Large (hockey size) bag, medium duffle bag, small bag for extras on truck, harness of which are available through Department vendors.

Any clothing damaged or ruined on duty may be replaced by the Department, at the discretion of the Fire Chief and at no cost to the employee.

Section 3 - Dress Uniform

All Class A Firefighters shall have a dress uniform. The Township will pay for the first dress uniform and any alterations needed throughout employment.

Section 4 - Emergency Uniform Cleaning

Emergency uniform cleaning will be approved at the discretion of the Fire Chief.

Section 5 - Protective Clothing

All protective clothing and gear for firefighting will be furnished by the Fire Department. All original badges, badges of rank and insignias will be furnished by the Fire Department. If equipment is lost due to carelessness or negligence, the employee shall replace it and the cost thereof will be charged to the employee's uniform allowance.

Section 6 - Probationary Employee

Probationary employees will receive work uniforms, paid for by the Fire Department, consisting of Six (6) uniform shirts, six (6) uniform pants, six (6) T-shirts, one (1) job shirt, one (1) pair of shoes, belt, all season jacket, the cost of which will not be charged to the employee's uniform allowance.

Section 7 - Probation Period

At the completion of the probation period the employees Uniform Account will be credited with the appropriate funds.

Section 8 - Properly Attired

All employees shall, at all times, be properly attired in uniforms, which conform to regulations and standards set by the Fire Chief. Each fiscal year every member shall receive, at no charge to employee's uniform account, one (1) full uniform (uniform pants, uniform shirt, and uniform job shirt).

Section 9 - Overdraw

Employees shall not overdraw their uniform allowance by more than \$50.00.

Section 10- Payment for unused Uniform Account Money

Upon retirement from the Township, the employee shall be paid out the full amount of their uniform account balance.

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ARTICLE XXVIII - RESIDENCY

Employees may reside in any county of their choosing, however this may affect overtime eligibility. (See Article XII Overtime of this Agreement)

ARTICLE XXIX - LATE TIME

Unit Employees starting time is 0800 hours.
Unit Employees quitting time is 0800 hours.
Day Employees starting time is 0700 hours.
Day Employees quitting time is 1730 hours.

An employee cannot leave unless they are properly relieved by the incoming employee. Any employee starting work after 0800 hours will be charged late and face the following disciplinary actions:

1. First (1st) offense (1-15 minutes late):
The employee will receive an oral reprimand for being late.
2. Second (2nd) offense (16+ minutes late and/or second (2nd) offense):
If the employee is more than sixteen (16) minutes late, it is automatically considered a second (2nd) offense and employee is given a written reprimand.
3. Third (3rd) offense:
The employee will be sent home without pay.
4. Fourth (4th) offense: The employee will be suspended three (3) days without pay pending further disciplinary action.

Employees calling Fire Station One stipulating the reason for being late may be considered excusable by the Fire Chief.

Disciplinary actions shall be cleared off personnel records at the end of the fiscal year.

ARTICLE XXX - EDUCATION REIMBURSEMENT

Section 1 - Reimbursable Items

The Township, for contract years 2020 through 2025 will reimburse one-half (1/2) or (50%) the cost of formal education for an Associate and Bachelor degree. Reimbursable fees include tuition, books and any fees for course work completed at approved accredited colleges and universities in the field of Fire or EMS technology, fire related field or classes approved by the Fire Chief.

Section 2 - Fire Officer Courses

The Township, for contract years 2020 through 2025, will reimburse the tuition for any Fire Officer courses, or equivalent new state courses.

Section 3 - Other Courses

The Fire Chief, at his discretion, may before a course is taken and without prejudice or precedent to the Township's rights in the future, approve for payment by the Township, full costs of tuition and fees for any other course related to the Fire Department, its operation, and management. The Fire Chief may, at his sole discretion, select employees from a list of employees who have expressed interest to attend courses related to the Fire Department, its operation and management. If no qualified employees, as determined by the Fire Chief, have signed the list or to achieve diversification of opportunity, the Fire Chief, at his discretion, may select employees to attend the courses.

Section 4 - Books Reimbursement

The Township will reimburse the employee the full costs of all necessary books required to complete the assigned work for the course defined in Sections 1, 2, 3 and 4 of this Article, unless the books are available through other means for the employees use. All books paid for by the Township shall remain the property of the Township and shall be returned to the Township after the course is completed and will be maintained for future use by other employees. Any employee who does not return a book to the Township upon completion of the course must reimburse the Township for the full cost of the book.

Section 5 - Final Grade Requirement

The reimbursed costs for each course defined in Sections 1, 2, 3 and 4 of this Article will be paid to the employee at the end of each semester, or course and only after the employee has presented evidence of the satisfactory completion of the course with a final grade of "C" or above, in a form acceptable to the Fire Chief. The employee must furnish the Fire Chief with copies of the grades received and valid receipts of expenses. All books shall be transferred prior to reimbursement.

ARTICLE XXXI – EMS

Section 1.

The Township Supervisor and Fire Chief, at their discretion, and without prejudice or precedent to the Township's rights in the future, may require employees to attend a Paramedic Academy to expedite obtaining their special classification of PARAMEDIC.

Section 2.

- A. Employee's hired as a Basic EMT will not be assigned on a routine basis as an engine/ladder operator.
- B. Any Employee who does not attain a State of Michigan PARAMEDIC License within three (3) years of their start date of employment will have their employment with Bloomfield Township terminated.
- C. Any Employee who has failed the State of Michigan/National Registry test program (3 tests) and subsequent refresher program and (3 tests) will have their employment with Bloomfield Township terminated.
- D. If conditions exist where the three-year timeline cannot be met, The Fire Chief and the Union shall agree to an appropriate amended timeline. (ie class schedule issues, unforeseeable circumstances, natural disasters, etc.).
- E. Any employee that is sent to a PARAMEDIC Program and acquires a State of Michigan Paramedic License will be required to keep the PARAMEDIC License for the remaining duration of employment with Bloomfield Township.
- F. All employees, once a State of Michigan Paramedic License is attained, must maintain a Paramedic License as a condition of employment with Bloomfield Township Fire Department.

ARTICLE XXXII - TRADE TIME

Section 1 - General

Trade Time is a system devised to allow an employee to be absent from their regular assigned duty by having another employee, by mutual agreement, work in their absence. The employee regularly scheduled for duty will be credited for attendance as if they were working.

Section 2 - Trade Time Criteria

An employee wishing to “Trade Time” must meet the following criteria:

- A. The Trade Time is done voluntarily by the employees participating in the program and not at the request of the Fire Department.
- B. The reason for Trade Time is due not to the Fire Department’s business operations, but to the employee’s desire or need to attend to a personal matter.
- C. A record is maintained by the Fire Department of all Trade Time.
- D. All Trade Time shall be paid back within three hundred sixty-five (365) calendar days of the initial trade.
- E. No Employee will be allowed more than one-hundred twenty (120) hours of Trade Time outstanding to be paid back.

Employees who do not follow the above criteria in Section 2 may not Trade Time.

Section 3 - Trade Time Rules

- A. Any employee wishing to Trade Time shall properly fill out a Trade Time form. Each employee shall have their signature on the form and have it approved by the employee’s Unit Officer in Charge. When the Trade Time form is completed, it shall be submitted to the Fire Chief and it will become a permanent attendance record. Each employee trading time shall receive a copy of the completed Trade Time form. The employees trading time must notify the Unit Officer in Charge at least twenty-four (24) hours prior to the Trade Time worked. The twenty-four (24) hour limitation may be waived, without prejudice or precedent to the rights of the Township, at the sole discretion of the Fire Chief.
- B. If either of the employees involved in a Trade are on sick leave, short-term disability, long-term disability or workers compensation and it is twenty (20) calendar days prior to the scheduled Trade Time, it will be the responsibility of the employees trading time to make alternate time off arrangements.

- C. Employees on light duty, short-term disability, long-term disability or workers compensation will not be eligible to schedule new Trade Time.

Section 4 - Responsibility

When an employee is scheduled to work in place of another, they shall be responsible for their own actions.

Section 5 - Holiday Trade Time

If Trade Time is utilized on a scheduled Holiday the Unit Employee regularly scheduled for duty shall be credited for attendance as if they were working.

Section 6 - Union Board Members

Union Executive Board members may utilize up to one-hundred ninety-two (192) outstanding Hours.

Section 7 - Acting Pay

Battalion Chiefs can trade with Lieutenants, but no Acting Pay will be paid for the initial trade time. Acting pay will be paid to all other employees affected as a direct result of the initial trade time.

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ARTICLE XXXIII - LAUNDRY

The Department will provide a washer and dryer in each fire station to allow employees to wash uniforms and linens.

ARTICLE XXXIV – EQUIPMENT ALLOWANCE

Section 1

All employees will receive an equipment allowance to be paid annually the first pay in July, with the annual amounts as follows:

- July 2020 - \$300
- July 2021 - \$600
- July 2022 - \$600
- July 2023 - \$600
- July 2024 - \$600

ARTICLE XXXV - JURY DUTY

When a member of the Fire Department is required to serve on a jury, or subpoenaed as a witness for Department business, they shall be excused from their regular duties during that time that is required to and does appear in court, except that on such days the employee shall be required to work all scheduled hours during which their attendance in court is not required with reasonable travel time provided. The Township will pay said employee for time actually lost from their scheduled work hours and the employee will be required to submit their jury fees received to the Township for such time.

ARTICLE XXXVI - LIGHT DUTY ASSIGNMENTS

Section 1 – Work Related

- A. When an employee is absent from work due to an injury or illness deemed work related, they may be placed on Light Duty by the Fire Chief. Non work-related injuries, the employee shall choose whether they want to be placed on Light Duty or use other time off banks. Light Duty assignment shall be limited to the Fire Department and to tasks within the scope of the fire department that are appropriate and within the employee's medical restrictions.
- B. The Fire Chief shall determine the need for Light Duty assignment and whether the employee has the ability to perform the Light Duty Assignment. Light Duty employees shall not be counted as shift manpower and shall not count against a vacation spot or any other time off banks. Light Duty shall first be assigned to employees on work related injury or illness (if they are the most appropriate employee for the job). If Light Duty has been assigned to an employee with a non-duty related injury, and an employee becomes disabled deemed to be work related, the Fire Chief may assign the Light Duty assignment to the employee with the work related injury or illness.
- C. If an employee does not return to full duty work within six (6) months after the onset of a disability, the employee shall submit to the Township, a written statement from the employee's attending physician stating: diagnostic evaluation of the disability, treatment/medication, prognosis for recovery, length of recovery, and any other relevant information requested by the Fire Chief. Based upon the attending physician's evaluation, the assignment for Light Duty may be extended.
- D. Personnel assigned to Light Duty shall be compensated without reduction to their regular normal salary and benefits. Employees assigned to Light Duty shall be assigned to Unit and work normal shift hours. The employee will not respond to emergencies unless authorized by the Fire Chief or his designee. During the hours of 0800-1700 the employee will do work as assigned by the Fire Chief. From 1700-0800 hours, the employee will do work as assigned by the Shift Commander. The employee will receive Holiday Pay according to the contract for Unit employees. Once an employee has been medically certified as fit to return to regular duty with no restrictions, that employee will return to his normal duties.
- E. Employees assigned to Light Duty shall have that time assigned to light duty applied as follows:
 - 1. The time period assigned to Light Duty (work related) shall be counted towards the total of twenty-six (26) weeks of regular normal salary provided in Article XXI, Work Connected Injury or Illness, Section 4.

2. The time period assigned to Light Duty (work related) shall be counted towards the total of fifty-four (54) months of pre-injury medical benefits provided in Article XXI, Work Connected Injury or Illness, Section 4
3. The time period assigned to Light Duty shall apply to the 48 months of leave before an employee is deemed to be permanently disabled and terminated from Township employment for a work-connected illness or injury as set forth in Article XXI, Work Connected Injury or Illness, Section 5(3).

Section 2 – Non-Work Related

- A. When an employee is absent from work due to an injury or illness, which is not work related, the employee may at any time request to be placed on Light Duty by the Fire Chief or elect to utilize sick leave, and other benefits. Light Duty assignments shall be limited to the Fire Department and to tasks within the scope of the Fire Department which are appropriate and within the employee's medical restrictions.
- B. The Fire Chief shall determine the need for Light Duty assignments and whether the employee has the ability to perform the Light Duty assignment. Light Duty employees shall not be counted as shift manpower. Light Duty shall first be assigned to employees with a work related injury or illness (if they are the most appropriate employee for the assignment). In the event that an employee with a non-duty related injury or illness has been assigned a Light Duty position, the Fire Chief may reassign the work to the employee with the work-related injury or illness.
- C. If an employee does not return to full duty work within six (6) months after the onset of a disability, the employee shall submit to the Township a written statement from the employee's attending physician stating: diagnostic evaluation of the disability, treatment/medication, prognosis for recovery, length of recovery, and any other relevant information requested by the Fire Chief. Based upon the attending physician's evaluation, the assignment of Light Duty may be extended.
- D. Unit Employees assigned to Light Duty shall be compensated without reduction to their regular normal salary and benefits. All hours worked or assigned to Light Duty shall be adjusted and compensated by utilizing a conversion factor of 1.4

For Example:

<i>Unit Employee Assignment</i>		<i>Hours Unit Employee Credited for:</i>
<i>Unit Regular hours</i>		<i>= 1.0 hour</i>
<i>Day Regular hours</i>	<i>x1.4</i>	<i>= 1.4 hours</i>
<i>Unit Vacation hours</i>		<i>= 1.0 hours</i>
<i>Day Vacation hours</i>	<i>x1.4</i>	<i>= 1.4 hours</i>
<i>Unit Sick hours</i>		<i>= 1.0 hours</i>
<i>Day Sick hours</i>	<i>x1.4</i>	<i>= 1.4 hours</i>
<i>Unit Personal Leave hours</i>		<i>= 1.0 hours</i>
<i>Day Personal Leave hours</i>	<i>x1.4</i>	<i>= 1.4 hours</i>
<i>Unit Workers Compensation hours</i>		<i>= 1.0 hours</i>
<i>Day Workers Compensation hours</i>	<i>x1.4</i>	<i>= 1.4 hours</i>
<i>Other Unit Overtime hours</i>		<i>= 1.0 hours</i>
<i>Other Day Overtime hours</i>	<i>x1.4</i>	<i>= 1.4 hours</i>

All hours utilizing a conversion factor of 1.4 shall be considered hours actually worked.

Unit Employees assigned to Light Duty for a whole pay period shall accumulate sick time at a rate of 4.0 hours per pay period. Unit Employees on Light Duty for less than a whole pay period shall accumulate sick time at a rate of 5.6 hours per pay period.

Unit Employees assigned to Light Duty shall have their sick bank hours and vacation bank hours adjusted by utilizing a conversion factor of 1.4.

For Example:

When converting Unit Hours to Day Hours for going on Light Duty, a Unit employee that has 280 hours of sick time or vacation time on Unit shall have 200 hours on Day shift.

$$280 \text{ Unit hours} / 1.4 = 200 \text{ hours of Day shift hours}$$

When converting Day shift hours to Unit hours for an employee returning to Unit from Light Duty an employee that has 200 hours of sick time or vacation time on Days shall have 280 hours of Unit hours.

$$200 \text{ Day hours} \times 1.4 = 280 \text{ hours of Unit hours.}$$

After the conversion the Unit Employee shall be charged one hour for every one hour used for vacation or sick time. Light Duty assignments shall be Monday through Friday from 0800-1630 hours. Unit Employees shall remain on non-work related benefits corresponding to the employee's normal shift assignment schedule until the employee actually works a Light Duty shift. Unit Employees on Light Duty will not be required to work less than the 0800-1630 assignment. Unit Employees on Light Duty shall receive Unit-defined Holidays off. Unit Employees on non-work related Light Duty shall not receive Holiday pay for any Holiday that occurs while they are on Light Duty. The Unit Employee will not respond to emergencies unless authorized by the employee's attending physician and the Fire Chief or his designee. Once a Unit Employee has been medically certified as fit for duty, that employee shall be returned to their normal duties.

- E. Day Employees assigned to Light Duty shall be assigned to work their normally scheduled work hours and will receive Holiday pay according to the Agreement. Once a Day Employee has been medically certified as fit for duty, that employee shall be returned to their normal duties.
- F. The time period assigned to Light Duty shall apply toward the 130 weeks of leave before an employee is deemed to be permanently disabled and terminated from Township employment for a non-work-related injury or illness as set forth in Article XXII, Sick Leave, Section 11A.

ARTICLE XXXVII - UNION DUES

To the extent state and federal law permits, it is agreed that:

1. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
2. The Employer agrees to make Union payroll deductions twice each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.
3. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card.

4. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
5. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
6. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

ARTICLE XXXVIII - DAILY OPERATION

Section 1- Work Schedule

- A. The work schedule for Day Employees shall be (40) hours per week, (10) hours per day, four (4) days per week, Monday through Thursday, excluding all holidays or observance of holidays set forth in this Agreement.
- B. Unit personnel shall maintain a fifty-six (56) hour workweek. The schedule shall be worked as prescribed by Act 125, Public Acts of 1925, as amended; and under the three (3) unit system.

Section 2 – Pay Periods

- A. A. The pay period for Fire Department employees shall start at 0800 hours on Saturday and run for fourteen (14) days until 0800 hours on the second successive Saturday. The wages of the employees shall be paid biweekly on Wednesday of the appropriate week. In the event this day is a holiday, either the preceding day or following day shall be payday. Pay statements shall be available online at all times, and employees shall have access to any and all previous paychecks.
- B. All employees are required to have electronic direct deposit of paychecks. Employees shall execute any necessary documentation to effectuate direct deposit of their paychecks.

Section 3- Day Employee Working Hours

The starting time for Day Personnel shall be 07:00 and ending time shall be 17:30. The starting time for Unit personnel shall be 08:00 and ending time shall be 08:00 the following morning.

With the Fire Chief approval Day Personnel may substitute a scheduled ten (10) hour workday for an unscheduled Friday in the same pay period.

Section 4- Shift Transfers

Personnel being transferred shifts shall receive a 30-day notice before any transfer.

Personnel may waive the 30-day notice at their discretion.

In the event of a transfer for any reason, vacation time already scheduled will be honored and approved even if it exceeds the maximum personnel allowed off on vacation time.

April 1, 2020 to March 31, 2025
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Section 5- Holiday Routine

Holiday routine will be followed on all Holidays expressed within this agreement, or on any days where Township hall is closed in observance of a Holiday.

Rest time and workout time will be allowed on Saturdays and Sundays.

April 1, 2020 to March 31, 2025
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ARTICLE XXXIV - ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous Agreements. Any Amendment or Agreement supplemental hereto shall not be binding upon either party unless approved and executed in writing by the Association and the Township.

ARTICLE XL - TERMINATION

Section 1 – Duration

This Agreement shall be in effect the first day of April, 2020 and shall remain in force and effect to and including March 31, 2025.

However, the parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(G) and (H), in Article XVIII Medical, Prescription, Dental and Vision Insurance) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents (defined in Section 1(G) and (H), in Article XVIII Medical, Prescription, Dental and Vision Insurance), for the remainder of their respective lives (known as “Retiree Health Care for Life”). The health care, prescription, dental and vision plans that a pre-Medicare age retiree on the HRA plan and an employee retiring or separating from service under the April 1, 2020 to March 31, 2025 Collective Bargaining Agreement will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of the April 1, 2020 to March 31, 2025 Collective Bargaining Agreement; not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after March 31, 2025 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place in the final year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2022, they and their Eligible Dependents (defined in Section 1(G) and (H), in Article XVIII Medical, Prescription, Dental and Vision Insurance) shall have the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2022, 2023, 2024, and 2025 and as set forth in Article XVIII Medical, Prescription, Dental, and Vision Insurance. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2025, will be the same plan that is in place for active employees on January 1, 2025. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within Article XVIII Section 2 (F) and (G). This “Retiree Health Care for Life” provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This “Retiree Health Care for Life” provision shall be subject to the provisions set forth in Article XVIII Section 2 (B) through (H) and Sections 3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may be changes to provided insurance that are out of the Township’s control; for example protocol changes, network requirements, Rx formulary changes, etc.). Any such changes shall be at the sole discretion of the insurance carrier. See also, Article XVIII Medical, Prescription, Dental and Vision Insurance, Section 2, Retiree Healthcare.

April 1, 2020 to March 31, 2025
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Section 2 – Future Negotiations


The Township and the Union agree that bargaining for a new agreement for a succeeding period will commence not later than January 15, 2025


Section 3 – Extension

In the event the negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement of a new contract or an interest arbitration award establishing a new contract, or until thirty (30) days after notice is given by either party that the contract will be terminated.


BLOOMFIELD TOWNSHIP ASSOCIATION
OF PROFESSIONAL FIREFIGHTERS


By: 
Andrew Gibson, President
Date: 11/17/2020


By: 
Joseph McGrail, Vice President
Date: 11/17/20

By: 
Matt Zsido, Secretary/Treasurer
Date: 11/17/2020

CHARTER TOWNSHIP OF BLOOMFIELD

By: 
Leo Savoie, Township Supervisor
Date: 11-16-20

By: 
Brian Kepes, Township Treasurer
Date: 11-16-20

By: 
John LeRoy, Fire Chief
Date: 11-16-2020

EMERGENCY MANAGER PROVISION

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

Inclusion of the foregoing language which is required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) P.A. 4 of 2011 (Local Government and School District Financial Accountability Act); or (3) any action of an Emergency Manager which acts to reject, modify, or terminate the collective bargaining agreement.

April 1, 2020 to March 31, 2025
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APPENDIX “A” – Wage Scales

April 1, 2020 to March 31, 2025
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EFFECTIVE APRIL 1, 2020	2.50%									
CLASSIFICATION		START	HOURLY	OT	HOLIDAY OT					
Probationary on Shift		\$47,319.04	\$16.25	\$24.37	\$40.62					
Probationary on Days		\$47,319.04	\$22.75	\$34.12	\$56.87					
CLASSIFICATION		1 Year								
Firefighter/BEMT		\$65,196.59	\$22.39	\$33.58	\$55.97					
Firefighter/Paramedic		\$66,269.85	\$22.76	\$34.14	\$56.89					
CLASSIFICATION		2 Years								
Firefighter/BEMT		\$69,380.70	\$23.83	\$35.74	\$59.56					
Firefighter/Paramedic		\$71,146.67	\$24.43	\$36.65	\$61.08					
CLASSIFICATION		3 Years								
Firefighter/BEMT		\$73,564.74	\$25.26	\$37.89	\$63.16					
Firefighter/Paramedic		\$76,023.35	\$26.11	\$39.16	\$65.27					
CLASSIFICATION		CLASS A				OVERTIME WITH LONGEVITY ADDED TO BASE PAY				
						2%	4%	6%	8%	10%
Firefighter/Paramedic		\$81,325.77	\$27.93	\$41.89	\$69.82	\$42.73	\$43.57	\$44.41	\$45.24	\$46.08
Lieutenant/Paramedic		\$88,900.04	\$30.53	\$45.79	\$76.32	\$46.71	\$47.63	\$48.54	\$49.46	\$50.37
Lieutenant Fire Inspector		\$92,859.07	\$44.64	\$66.97	\$111.61	\$68.30	\$69.64	\$70.98	\$72.32	\$73.66
Battalion Chief		\$95,323.71	\$32.73	\$49.10	\$81.84	\$50.08	\$51.07	\$52.05	\$53.03	\$54.01
Day Captain EMS		\$99,568.47	\$47.87	\$71.80	\$119.67	\$73.24	\$74.68	\$76.11	\$77.55	\$78.98
Fire Marshal		\$102,233.29	\$49.15	\$73.73	\$122.88	\$75.20	\$76.67	\$78.15	\$79.62	\$81.10
						HOLIDAY OVERTIME WITH LONGEVITY				
						2%	4%	6%	8%	10%
Firefighter/Paramedic						\$71.22	\$72.61	\$74.01	\$75.41	\$76.80
Lieutenant/Paramedic						\$77.85	\$79.38	\$80.90	\$82.43	\$83.95
Lieutenant Fire Inspector						\$113.84	\$116.07	\$118.31	\$120.54	\$122.77
Battalion Chief						\$83.47	\$85.11	\$86.75	\$88.38	\$90.02
Day Captain EMS						\$122.07	\$124.46	\$126.85	\$129.25	\$131.64
Fire Marshal						\$125.33	\$127.79	\$130.25	\$132.71	\$135.16

April 1, 2020 to March 31, 2025
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EFFECTIVE APRIL 1, 2021	2.00%									
CLASSIFICATION	START	HOURLY	OT	HOLIDAY OT						
Probationary on Shift	\$48,265.42	\$16.57	\$24.86	\$41.44						
Probationary on Days	\$48,265.42	\$23.20	\$34.81	\$58.01						
CLASSIFICATION	1 Year									
Firefighter/BEMT	\$66,500.52	\$22.84	\$34.26	\$57.09						
Firefighter/Paramedic	\$67,595.25	\$23.21	\$34.82	\$58.03						
CLASSIFICATION	2 Years									
Firefighter/BEMT	\$70,768.31	\$24.30	\$36.45	\$60.76						
Firefighter/Paramedic	\$72,569.60	\$24.92	\$37.38	\$62.30						
CLASSIFICATION	3 Years									
Firefighter/BEMT	\$75,036.03	\$25.77	\$38.65	\$64.42						
Firefighter/Paramedic	\$77,543.82	\$26.63	\$39.94	\$66.57						
CLASSIFICATION	CLASS A				OVERTIME WITH LONGEVITY ADDED TO BASE PAY					
					2%	4%	6%	8%	10%	
Firefighter/Paramedic	\$82,952.29	\$28.49	\$42.73	\$71.22	\$43.58	\$44.44	\$45.29	\$46.15	\$47.00	
Lieutenant/Paramedic	\$90,678.04	\$31.14	\$46.71	\$77.85	\$47.64	\$48.58	\$49.51	\$50.45	\$51.38	
Lieutenant Fire Inspector	\$94,716.25	\$45.54	\$68.30	\$113.84	\$69.67	\$71.04	\$72.40	\$73.77	\$75.14	
Battalion Chief	\$97,230.19	\$33.39	\$50.08	\$83.47	\$51.09	\$52.09	\$53.09	\$54.09	\$55.09	
Day Captain EMS	\$101,559.84	\$48.83	\$73.24	\$122.07	\$74.71	\$76.17	\$77.63	\$79.10	\$80.56	
Fire Marshal	\$104,277.96	\$50.13	\$75.20	\$125.33	\$76.70	\$78.21	\$79.71	\$81.22	\$82.72	
					HOLIDAY OVERTIME WITH LONGEVITY					
					2%	4%	6%	8%	10%	
Firefighter/Paramedic					\$72.64	\$74.06	\$75.49	\$76.91	\$78.34	
Lieutenant/Paramedic					\$79.41	\$80.96	\$82.52	\$84.08	\$85.63	
Lieutenant Fire Inspector					\$116.12	\$118.40	\$120.67	\$122.95	\$125.23	
Battalion Chief					\$85.14	\$86.81	\$88.48	\$90.15	\$91.82	
Day Captain EMS					\$124.51	\$126.95	\$129.39	\$131.83	\$134.27	
Fire Marshal					\$127.84	\$130.35	\$132.85	\$135.36	\$137.87	

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EFFECTIVE APRIL 1, 2022	2.50%									
CLASSIFICATION	START	HOURLY	OT	HOLIDAY OT						
Probationary on Shift	\$49,472.06	\$16.99	\$25.48	\$42.47						
Probationary on Days	\$49,472.06	\$23.78	\$35.68	\$59.46						
CLASSIFICATION	1 Year									
Firefighter/BEMT	\$68,163.04	\$23.41	\$35.11	\$58.52						
Firefighter/Paramedic	\$69,285.13	\$23.79	\$35.69	\$59.48						
CLASSIFICATION	2 Years									
Firefighter/BEMT	\$72,537.52	\$24.91	\$37.36	\$62.27						
Firefighter/Paramedic	\$74,383.84	\$25.54	\$38.32	\$63.86						
CLASSIFICATION	3 Years									
Firefighter/BEMT	\$76,911.94	\$26.41	\$39.62	\$66.03						
Firefighter/Paramedic	\$79,482.41	\$27.29	\$40.94	\$68.24						
CLASSIFICATION	CLASS A				OVERTIME WITH LONGEVITY ADDED TO BASE PAY					
					2%	4%	6%	8%	10%	
Firefighter/Paramedic	\$85,026.09	\$29.20	\$43.80	\$73.00	\$44.67	\$45.55	\$46.43	\$47.30	\$48.18	
Lieutenant/Paramedic	\$92,945.00	\$31.92	\$47.88	\$79.79	\$48.83	\$49.79	\$50.75	\$51.71	\$52.66	
Lieutenant Fire Inspector	\$97,084.16	\$46.68	\$70.01	\$116.69	\$71.41	\$72.81	\$74.21	\$75.61	\$77.01	
Battalion Chief	\$99,660.94	\$34.22	\$51.34	\$85.56	\$52.36	\$53.39	\$54.42	\$55.44	\$56.47	
Day Captain EMS	\$104,098.84	\$50.05	\$75.07	\$125.12	\$76.57	\$78.07	\$79.58	\$81.08	\$82.58	
Fire Marshal	\$106,884.90	\$51.39	\$77.08	\$128.47	\$78.62	\$80.16	\$81.71	\$83.25	\$84.79	
					HOLIDAY OVERTIME WITH LONGEVITY					
					2%	4%	6%	8%	10%	
Firefighter/Paramedic					\$74.46	\$75.92	\$77.38	\$78.84	\$80.30	
Lieutenant/Paramedic					\$81.39	\$82.99	\$84.58	\$86.18	\$87.77	
Lieutenant Fire Inspector					\$119.02	\$121.36	\$123.69	\$126.02	\$128.36	
Battalion Chief					\$87.27	\$88.98	\$90.69	\$92.41	\$94.12	
Day Captain EMS					\$127.62	\$130.12	\$132.63	\$135.13	\$137.63	
Fire Marshal					\$131.04	\$133.61	\$136.18	\$138.74	\$141.31	

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EFFECTIVE APRIL 1, 2023	2.00%									
CLASSIFICATION	START	HOURLY	OT	HOLIDAY OT						
Probationary on Shift	\$50,461.50	\$17.33	\$25.99	\$43.32						
Probationary on Days	\$50,461.50	\$24.26	\$36.39	\$60.65						
CLASSIFICATION	1 Year									
Firefighter/BEMT	\$69,526.30	\$23.88	\$35.81	\$59.69						
Firefighter/Paramedic	\$70,670.83	\$24.27	\$36.40	\$60.67						
CLASSIFICATION	2 Years									
Firefighter/BEMT	\$73,988.27	\$25.41	\$38.11	\$63.52						
Firefighter/Paramedic	\$75,871.52	\$26.05	\$39.08	\$65.14						
CLASSIFICATION	3 Years									
Firefighter/BEMT	\$78,450.17	\$26.94	\$40.41	\$67.35						
Firefighter/Paramedic	\$81,072.06	\$27.84	\$41.76	\$69.60						
					OVERTIME WITH LONGEVITY ADDED TO BASE PAY					
CLASSIFICATION	CLASS A				2%	4%	6%	8%	10%	
Firefighter/Paramedic	\$86,726.61	\$29.78	\$44.67	\$74.46	\$45.57	\$46.46	\$47.35	\$48.25	\$49.14	
Lieutenant/Paramedic	\$94,803.90	\$32.56	\$48.83	\$81.39	\$49.81	\$50.79	\$51.76	\$52.74	\$53.72	
Lieutenant Fire Inspector	\$99,025.84	\$47.61	\$71.41	\$119.02	\$72.84	\$74.27	\$75.70	\$77.13	\$78.55	
Battalion Chief	\$101,654.16	\$34.91	\$52.36	\$87.27	\$53.41	\$54.46	\$55.50	\$56.55	\$57.60	
Day Captain EMS	\$106,180.81	\$51.05	\$76.57	\$127.62	\$78.10	\$79.64	\$81.17	\$82.70	\$84.23	
Fire Marshal	\$109,022.60	\$52.41	\$78.62	\$131.04	\$80.19	\$81.77	\$83.34	\$84.91	\$86.48	
					HOLIDAY OVERTIME WITH LONGEVITY					
					2%	4%	6%	8%	10%	
Firefighter/Paramedic					\$75.95	\$77.43	\$78.92	\$80.41	\$81.90	
Lieutenant/Paramedic					\$83.02	\$84.65	\$86.27	\$87.90	\$89.53	
Lieutenant Fire Inspector					\$121.40	\$123.78	\$126.16	\$128.54	\$130.92	
Battalion Chief					\$89.02	\$90.76	\$92.51	\$94.25	\$96.00	
Day Captain EMS					\$130.17	\$132.73	\$135.28	\$137.83	\$140.38	
Fire Marshal					\$133.66	\$136.28	\$138.90	\$141.52	\$144.14	

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EFFECTIVE APRIL 1, 2024	2.75%																		
CLASSIFICATION		START	HOURLY	OT	HOLIDAY OT														
Probationary on Shift		\$51,849.19	\$17.81	\$26.71	\$44.51														
Probationary on Days		\$51,849.19	\$24.93	\$37.39	\$62.32														
CLASSIFICATION		1 Year																	
Firefighter/BEMT		\$71,438.27	\$24.53	\$36.80	\$61.33														
Firefighter/Paramedic		\$72,614.28	\$24.94	\$37.40	\$62.34														
CLASSIFICATION		2 Years																	
Firefighter/BEMT		\$76,022.95	\$26.11	\$39.16	\$65.27														
Firefighter/Paramedic		\$77,957.99	\$26.77	\$40.16	\$66.93														
CLASSIFICATION		3 Years																	
Firefighter/BEMT		\$80,607.55	\$27.68	\$41.52	\$69.20														
Firefighter/Paramedic		\$83,301.54	\$28.61	\$42.91	\$71.52														
CLASSIFICATION		CLASS A				OVERTIME WITH LONGEVITY ADDED TO BASE PAY													
						2%	4%	6%	8%	10%									
Firefighter/Paramedic		\$89,111.60	\$30.60	\$45.90	\$76.50	\$46.82	\$47.74	\$48.66	\$49.57	\$50.49									
Lieutenant/Paramedic		\$97,411.00	\$33.45	\$50.18	\$83.63	\$51.18	\$52.18	\$53.19	\$54.19	\$55.20									
Lieutenant Fire Inspector		\$101,749.05	\$48.92	\$73.38	\$122.29	\$74.84	\$76.31	\$77.78	\$79.25	\$80.71									
Battalion Chief		\$104,449.65	\$35.87	\$53.80	\$89.67	\$54.88	\$55.96	\$57.03	\$58.11	\$59.18									
Day Captain EMS		\$109,100.78	\$52.45	\$78.68	\$131.13	\$80.25	\$81.83	\$83.40	\$84.97	\$86.55									
Fire Marshal		\$112,020.72	\$53.86	\$80.78	\$134.64	\$82.40	\$84.02	\$85.63	\$87.25	\$88.86									
CLASSIFICATION						HOLIDAY OVERTIME WITH LONGEVITY													
						2%	4%	6%	8%	10%									
Firefighter/Paramedic						\$78.03	\$79.56	\$81.09	\$82.62	\$84.15									
Lieutenant/Paramedic						\$85.30	\$86.97	\$88.65	\$90.32	\$91.99									
Lieutenant Fire Inspector						\$124.74	\$127.19	\$129.63	\$132.08	\$134.52									
Battalion Chief						\$91.47	\$93.26	\$95.05	\$96.85	\$98.64									
Day Captain EMS						\$133.75	\$136.38	\$139.00	\$141.62	\$144.24									
Fire Marshal						\$137.33	\$140.03	\$142.72	\$145.41	\$148.10									