

AGREEMENT BETWEEN

SCIO TOWNSHIP

-and-

SCIO TOWNSHIP

PROFESSIONAL FIREFIGHTERS UNION,

IAFF LOCAL 4891

Expires April 30, 2025

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ARTICLE 1: AGREEMENT

This Agreement entered into between the Scio Township hereinafter referred to as “Employer” and the International Association of Firefighters Local 4891, hereinafter referred to as “Union.”

ARTICLE 2: DEFINITIONS, RECOGNITION AND PURPOSE

Section 2.1 – Definitions:

- A. “Employer” as used herein shall mean Scio Township.
- B. “Employee” or “Unit Employee” as used herein shall include all full-time fire department employees employed by the Employer, excluding all part-time employees, clerical employees, the Fire Chief, the Assistant Fire Chief, and the Fire Marshal.
- C. “Union” as used herein shall mean the International Association of Firefighters Local 4891.

Section 2.2 – Recognition of the Union:

The Employer recognizes the Union as the sole and Exclusive representative of all full-time fire department employees employed by the Employer, but excluding all part-time employees, clerical employees, the Fire Chief, the Assistant Fire Chief, and the Fire Marshal.

Section 2.3 – Dues:

This Section shall be effective and enforced only to the extent permitted by applicable Michigan and federal law.

- A. Present and future employees covered by this Agreement may choose to become members of the Union and elect to pay monthly regular dues to the Union.
- B. The Employer hereby agrees to deduct dues, assessments and/or initiation fees of the individual employees to the Union as authorized by such employees upon the following terms and conditions:
 - 1. Each employee who desires to have such dues, assessments, and/or initiation fees deducted from his/her earnings shall execute the “CHECK-OFF AUTHORIZATION AND ASSIGNMENT” form. The Union will assume the entire cost for the reproduction of the “CHECK-OFF AUTHORIZATION AND ASSIGNMENT” forms and shall provide same to the Employer.
 - 2. The Employer shall place such deduction or deductions in effect at the next pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the Authorization.
 - 3. The Employer shall transmit such deductions, together with a list of the employees

paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the deductions have been made. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability arising from the Employer's withholding and remittances consistent with the CHECK-OFF AUTHORIZATION AND ASSIGNMENT forms submitted to the Employer, including, but not limited to, costs of litigation, attorneys fees and judgements, if any.

4. Employees laid off shall have their dues or service fees automatically deducted upon return to their employment with the Township. Employees who are enrolled between the 1st and 15th shall pay for the current month. Employees enrolled between the 15th and the end of the month shall pay the following month.

Section 2.4 – Purpose:

The parties hereto have entered into this Agreement, to incorporate understandings previously reached, and other matters into a formal agreement, to promote harmonious relations between the Employer and the Union and to provide an orderly and equitable means of resolving differences between the Employer and the Union.

Section 2.5 – Union Meetings and Information:

The Union may, with at least 24-hours' notice to the Fire Chief, conduct membership and Executive Board meetings on the Employers property (at the fire station), provided that such meetings do not disrupt the operation of the department. The employer shall provide a bulletin board at each station for the exclusive use of the Union to post information and notices it deems of use, value, or interest to its members, provided, that the Union will not post nor allow to be posted any material that is derogatory, inflammatory, or disparaging.

Members of the Union's Executive Board and stewards authorized by the Union shall be permitted to meet with bargaining unit members while either or both are on duty, without loss of pay or use of banked leave time, for the purpose of investigating or processing grievances, provided that such meetings do not disrupt the operations of the department. This permission shall not serve as an excuse from performing the required job duties of any employee, and this section is subject to the mutual understanding that such on-duty time will be devoted to the prompt and efficient handling of legitimate issues and will not be abused.

One bargaining unit member, designated by the union, shall be excused from duty without loss of pay or the use of banked leave time for the time necessary to attend the semi-annual meeting of the 4th district of the MPFFU. Accommodations to facilitate member attendance at other MPFFU and IAFF conferences, conventions and seminars may be made by mutual agreement of the parties.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1

Except where specifically and expressly abridged or modified by this Agreement, and any supplementary agreements that may hereafter be made by express written agreement of the Employer and the Union, all rights, powers, and authority of the Employer are retained by the Employer.

Further, the Employer and Union expressly agree that the Employer retains sole and exclusive control over any and all matters concerning the operation, management and administration of its business, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers incident thereto, including, by way of illustration but not by way of limitation, exclusive right and authority to determine the number of its facilities and the location, relocation, or termination of operations, facilities, buildings and rooms; to consolidate or merge with any other firm or entity; to decide to expand or reduce operations; to determine the type and kind of services to be rendered and the work to be performed by Unit Employees covered by this Agreement; to determine all methods of rendering its services, including the fees to be charged therefore, and the exclusive right to approve all contracts for any of its services; to make all financial decisions, including the accounting, bookkeeping and other record keeping methods and procedures; to determine the organizational structure of its operations; to determine whether to transfer, subcontract or discontinue work operations or any part thereof; to determine whether to purchase any materials or goods or services from other persons; to determine the necessity for and how to perform work by employees or by other entities; to determine the amount and type of supervision that is necessary; to determine service standards, the materials and equipment to be utilized by and located at the Employer, including the right to add, modify or remove the same whenever it determines; to determine the method and means of providing its services, the schedules of work and hours of operation; the services to be contracted out or purchased; and to have work performed at any other location.

Except as modified by this Agreement, it is further expressly recognized and agreed that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction and control of employees, including, but not limited to, the right to select, hire, assign, layoff, reclassify, upgrade, downgrade, promote, or transfer employees; to determine the number of employees to be hired, employed and working; to discipline, suspend or discharge employees; to select, promote or transfer employees to managerial, or other positions outside the bargaining unit; to adopt and enforce rules and regulations, including rules and regulations covering smoking by employees and other health

and safety matters; to determine the number of and qualifications of employees to perform work; to determine quality, quantity and performance standards; to determine the allocation and assignment of work to employees, it being expressly understood and agreed to by the Employer and the Union that the nature of the Employer's operations requires employees to be used interchangeably in various positions and that any employee may be temporarily assigned duties in other areas of work as needed; to determine job content, create new job classifications and revise existing job classifications; to assign work and overtime, determine the hours of work, the schedules of employees, the starting times, break times and quitting times of employees; to determine the number of hours to be worked and the business hours of its facilities; to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other reasons; and to perform all other functions inherent in the administration, management, control and/or direction of its operations.

Section 3.2

The Employer shall also have the right to contract or subcontract work presently performed by Unit Employees. However, before the Employer contracts or subcontracts such work, the Employer shall provide the Union with thirty (30) days advance notice of its intent to contract or subcontract Unit Employees' work and will bargain with the Union over the effects only of any such contracting or subcontracting, it being expressly understood and agreed that the "decision" as to whether or not it shall subcontract or contract work shall be vested exclusively in the Employer, without any duty or obligation to bargain over same with the Union.

Section 3.3

In the event that the Employer elects to merge the operations of the Fire Department with those of another entity, the Township agrees to condition such a merger upon the continued employment of those Unit Employees who were employed by the Employer as of the date hereof, in firefighting occupations.

ARTICLE 4: NON-DISCRIMINATION

Section 4.1

Neither the Employer, the Union, nor any Unit Employee shall discriminate against any employee because of such employee's race, color, religion, national origin, age, sex (including sexual harassment), height, weight, or marital status. The Employer and the Union further agree that they shall comply with all applicable state, federal and local laws and administrative regulations pertaining to the handicapped and veterans. This Article does not, however, operate to allow either the Union or the Employer to violate the express terms of this Agreement.

Section 4.2

Neither the Employer, the Union or any Unit Employee shall discriminate against any employee because of the employee's Union activity, provided that such activity is in full compliance with state and federal law and the terms of this Agreement.

ARTICLE 5: NO STRIKES OR LOCKOUTS

Section 5.1

During the life of this Agreement, the Union, its officers and employees, shall not cause, authorize, or condone, nor shall any Unit Employee cause, authorize, condone or take part in, any strike (including a sympathy strike), work stoppage, interruption, sickout, sit-down, stay in, slowdown, or any other restriction of work or interference with the operations of the Employer.

Section 5.2

In the event of any conduct prohibited in Section 5.1 above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the action until such conduct has ceased.

Section 5.3

In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 5.1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 5.1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step Two of the Grievance Procedure, provided a written grievance is filed with the Employer within five (5) working days after such discipline or discharge.

Section 5.4

The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment, facilities, labor or other resources are not available due to a strike, work stoppage, slowdown or other interference by the Employer's employees prohibited under Section 5.1 above (or of the actions of employees of another employer), such inability to work shall not be considered a lockout.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1

A “grievance” shall mean any dispute arising between the Employer and the Union or any Unit Employee, on or after the effective date of this Agreement, which involves questions of interpretation or application of the provisions of this Agreement. All such matters must be adjusted by and between the parties in the manner provided herein, which shall be the exclusive remedy for any such matter as to the Employer, the Union and any affected employees.

Section 6.2

Time limits specified in this grievance procedure are of the essence. If the employee or the Union does not file a grievance within the specified time limits, the grievance will be barred. If the employee or the Union fails to process the grievance at any step within the time limits, the grievance shall be deemed to have been withdrawn, with prejudice. If the Employer’s designated representative fails to answer a grievance within the specified time limits, the grievance will be deemed denied and the Union shall have the right to immediately appeal the grievance to the next step of the grievance procedure. The time limits provided in this grievance procedure may be extended only by a written agreement by the Employer and the Union.

The resolution of any grievance by agreement of the parties shall not add to, subtract from, or modify the terms of this Agreement, unless done so in a writing so indicating and approved by the Scio Township Supervisor (or designee), the Fire Chief, the President, and Secretary of Local 4891.

Section 6.3

Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step Two of this procedure within seven (7) calendar days following the suspension or discharge.

Section 6.4

The following procedure shall be utilized in the processing of grievances:

STEP ONE. The grievance must be presented in writing to the Fire Chief (or non-unit designee) no later than ten (10) calendar days after the occurrence of the event which led to the dispute or the date on which the employee should reasonably have known of the event. The written grievance shall state the Article and Section of this Agreement alleged to have been violated, the nature of the violation, the remedy or correction desired, and shall be signed and dated by the Union representative involved.

Within seven (7) calendar days of the date the grievance is presented to the Fire Chief; the Fire Chief (or non-unit designee) shall arrange and hold a meeting with the aggrieved employee and the Union representative. The Fire Chief (or non-unit designee) shall provide the Union President a written answer to the grievance within seven (7) calendar days of the Step One meeting.

STEP TWO. If the grievance is not settled in Step One, the Union may appeal the matter to Step Two by filing a written notice of appeal with the Township Supervisor (or designee) no later than five (5) calendar days following the Union's receipt of the Fire Chief's (or non-unit designee's) answer at Step One. Within ten (10) calendar days of the date the grievance is presented to the Township Supervisor (or designee); the Township Supervisor (or designee) shall attempt to schedule and hold a meeting at a mutually agreeable time with the Union Representative and the aggrieved employee. The Fire Chief (or non-unit designee) and/or legal counsel may also attend such meeting if desired by the Employer. The Township Supervisor (or designee) shall provide the Union President a written answer to the grievance within seven (7) calendar days after the Step Two meeting.

STEP THREE. If the grievance is not resolved at Step Two, the Union may appeal the grievance to arbitration by submitting a Demand for Arbitration to the Fire Chief no later than thirty (30) calendar days after the Union's receipt of the Township Supervisor's (or designee's) answer at Step Two, except in cases involving termination of employment where the Demand for Arbitration must be made within fifteen (15) calendar days after the Union's receipt of the Township Supervisor's (or designee's) answer at Step Two. The parties will thereafter endeavor to select an arbitrator by mutual agreement. However, if the parties cannot agree on an arbitrator within fifteen (15) calendar days after the Demand for Arbitration is made, the selection of the arbitrator and the arbitration hearing shall be according to the Michigan Employment Relations Commission Grievance Arbitrator Selection Process in effect at the time the Union's Demand for Arbitration is filed. The arbitrator shall have authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

The fees and approved expenses of the Arbitrator and the cost of any room or other facility needed for the arbitration shall be borne equally by the Union and the Employer. All other expenses, including, but not limited to, the cost of compensating its own representatives and witnesses, shall be borne by the party incurring them. All hearings shall be held at the Scio Township Hall unless both parties agree to another location. The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement,

provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his or her duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or conditions of this Agreement and shall not have the authority to add to, subtract from, or modify this Agreement or resolve any dispute under any section of this Agreement, which is expressly excluded from Arbitration, or imply a provision which is not otherwise specifically provided herein. The decision of the arbitrator shall be final and binding on the employee(s), the Union, and the Employer.

In assessing claims for back wages attendant to any disciplinary grievance involving discharge, no such claim shall be retroactive prior to the date that the grievance is filed by the Union and shall be offset by any unemployment compensation or other compensation the employee may have received from any other employment during the period in question excepting compensation from other employment that the employee would have received irrespective of his discharge, as determined by an Arbitrator. Such back wage calculations will be based on scheduled hours.

ARTICLE 7: DISCIPLINE AND DISCHARGE

Section 7.1

The Employer has the right to discipline or discharge a non-probationary Unit Employee only for just cause. Should the employee or the Union desire to contest such discipline, the matter shall be processed under the grievance procedure. Any grievance concerning the suspension or discharge of any employee shall be referred to Step 2 of the grievance procedure within seven (7) calendar days following the issuance of the suspension or discharge.

Section 7.2

If an employee is called in for disciplinary action, including discussion which the employee reasonably believes may lead to discipline, the employee may request and shall be provided the presence of Union representation.

Section 7.3

The Employer will impose discipline within 30 days of becoming aware of the offense, except where it would not be practical to do so or where doing so would interfere with an ongoing investigation.

Section 7.4

In imposing disciplinary action, the Employer may consider prior offenses occurring within the prior twenty-four months.

Section 7.5

The Employer subscribes to a policy of discipline as set forth in Section 51 (Rules of Conduct) of the Scio Township Employee Handbook, as revised and adopted on January 2021, the terms of which are incorporated herein by reference in respect to discipline and discharge.

ARTICLE 8: WORK RULES AND REGULATIONS

Section 8.1

The Employer shall have the right to make, modify and enforce rules and regulations relating to employee conduct which, when published or posted, shall be observed by all bargaining unit employees so long as said rules and regulations do not conflict with the express terms of this Agreement. Employees who fail to abide by such rules and regulations shall be subject to discipline up to and including termination.

ARTICLE 9: SENIORITY

Section 9.1 – Seniority Defined:

Seniority is the length of continuous service with the Employer in a position represented by the Union. Time spent on unpaid leave of absence, or a layoff shall not count toward seniority. For unit employees employed as of the date of this Agreement, seniority shall date back to their date of hire into the Fire Department in a full time or regular part time position (i.e., excluding volunteer or paid on call status). For employees hired after the date of this Agreement, upon completion of the Probationary Period, seniority dates from the first date of hire in a bargaining unit position. In the event that two or more employees have the same date of permanent appointment, their seniority will be determined by the date upon which they began employment (i.e., the date of their first shift in a full-time position on or after their date of hire).

Section 9.2 – Probationary Employee:

All employees hired into positions covered by this Agreement, and hired after the effective date hereof, shall be on probation for 1 calendar year, which will be extended by any period of inactivity due to leaves of absence, layoff, etc., or 14 or more calendar days. Upon successful completion of the probationary period, an employee shall be entered on the seniority list retroactive to his or her last date of hire in the bargaining unit.

All probationary employees are employed “at-will” and may be disciplined or dismissed during their probationary period at the Employer’s sole discretion with or without just cause.

The Employer’s actions with respect to such probationary employees (including, but not limited to, discipline, discharge, transfer or reassignment) shall be without recourse and shall not be subject to the grievance or arbitration provisions of this Agreement.

The Employer shall have no responsibility for the re-employment of any person whose employment is terminated for any reason whatsoever before the expiration of his probationary period. If any person who was terminated during his probationary period is later rehired by the Employer, he or she shall start as a new employee and shall serve a new full probationary period.

Section 9.3 – Seniority List:

Upon the execution and ratification of this Agreement, the employer will prepare a seniority list showing the name, position and date of hire of all Unit Employees. The Employer thereafter will update

the seniority list as needed, and will provide a copy to the Union, upon written demand, one (1) time per calendar year.

Section 9.4 – Loss of Seniority:

As of the date of execution hereof, in addition to any reason articulated elsewhere in this Agreement, an employee will lose his seniority, and his employment with the Employer severed upon any of the following occurrences:

- A. The employee quits,
- B. The employee is terminated, unless reversed through the grievance procedure,
- C. The employee does not appear for work and does not notify the Employer of his absence (no-call/no-show) for two (2) workdays,
- D. The employee retires,
- E. The employee fails to return as directed from an approved leave of absence or from layoff,
- F. The employee is laid off for more than twenty-four (24) months,
- G. The employee accepts/engages in other employment while on a leave of absence from the Employer where such other employment is indicative of the Employee's ability to perform the functions of his position with the Township.

ARTICLE 10: PROMOTIONAL PROCESS

Section 10.1

When vacancies arise within the Officer Classifications within the bargaining unit, current unit employees will be given the first opportunity to fill such positions, subject to the following:

- A.** Available positions within the unit will be posted for seven (7) calendar days, during which time any unit employee who meets the minimum qualification and who possesses the requisite skills and abilities for the position may apply for the position. The promotional process will begin as soon as practicable (not to exceed 14 calendar days) after a member of the unit in a promotional position notifies the Township in writing that they are resigning or retiring pursuant to Article 25 Section 10.
- B.** If a study guide is available for any promotional exam, the Employer will provide the study guide for each unit member who meets the minimum qualifications for the position and is therefore eligible to take the test. The Employer will allow at least sixty (60) calendar days of study time in advanced of all promotional exams unless a shorter period is mutually agreed to by the Union and the Employer.
- C.** Should no bargaining unit employee apply for or be selected for the available position pursuant to the process set forth in this Section, the position will be filled from outside the unit.
- D.** Upon a promotion or transfer to a new position, a unit employee will serve a 6 month probationary period, which will be extended by any period of inactivity due to leaves of absence, layoff, etc. or fourteen (14) or more calendar days, during which time the Fire Chief will evaluate the employee's performance and suitability for the position and during which time the employee will assess his or her desire to continue in the position. Any employee, who, before the completion of this probationary period, is removed from the position or elects not to remain in the position, will be returned to his or her former position without loss of seniority and the unit employee who is next on the eligibility list will be promoted to the position.
- E. Promotion from Full-Time Fire Fighter to Fire Lieutenant:** In order the apply, the Employee must have a minimum of four years of continuous, full-time service with the Scio Township Fire Department and must meet the minimum requirements of the Fire Lieutenant

job, as set forth in the Fire Lieutenant job description. The job description may be amended at any time upon mutual agreement of the parties or as necessary to meet legal requirements. If there are no qualified applicants, the Employer may reduce the four-year minimum service requirements in 6-month increments until a qualified applicant is found. Employees must have successfully completed Fire officer 1 certification before testing for Lieutenant. Upon promotion to Lieutenant, employees shall have 1 year to complete Bluecard Incident Command (40 hours) and obtain NIMS 300 and 400 certifications.

F. Promotion from Fire Lieutenant to Fire Captain: In order to apply, the Employee must have a minimum of four years of continuous, full-time service with the Scio Township Fire Department as a Fire Lieutenant and must meet the minimum requirements of the Fire Captain job, as set forth in the Fire Captain job description. The job description may be amended at any time upon mutual agreement of the parties or as necessary to meet legal requirements. If there are no qualified applicants, the Employer may reduce the four-year minimum service requirements in 6-month increments until a qualified applicant is found. Employees must have successfully completed Fire Officer 2 certification prior to testing for Captain. Upon promotion to Captain, employees shall have 1 year to obtain Fire Officer 3 certification.

G. Promotional Process for Those Employees Eligible to Apply: The promotional process, whether from Fire Fighter to Fire Lieutenant or from Fire Lieutenant to Fire Captain, shall consist of three components.

- 1) The first component will be a written examination administered by an accredited outside testing agency. The written test will be worth up to 75 total points, with a minimum score of 52 points required to advance to the remaining components. To determine points scored on the written exam, the percentage of correct answers will be multiplied by 75. For example, an employee who answers 70% of test questions correctly would receive a score of 52 points ($70\% \text{ correct} * 75 \text{ available points} = 52 \text{ points scored}$).
- 2) Those applicants who score 52 points or more on the written examination will advance to the second component of the promotional process, which is an Oral Board conducted by full-time professional fire service personnel not employed by the Scio Township Fire Department. Reasonable efforts will be made to staff the Oral Board

with individuals working in the fire service industry outside of Washtenaw County. Individuals working for agencies within Washtenaw County may be added to the Oral Board upon mutual agreement of the parties or where reasonable efforts to staff the Board with individuals from outside the County have failed. Each applicant will receive an Oral Board score of up to 25 points.

- 3) Additional Points Awarded. Candidates progressing past the first component will be awarded additional points as follows: (a) $\frac{1}{2}$ point for each year of full-time fire service employment with the Scio Township Fire Department, up to a maximum of 5 additional points; and (b) 1 point for an associate's degree or 2 points for a bachelor's degree, not to exceed 2 additional point regardless of the number of degrees held by the employee.
- 4) Eligibility List. Employees who score 70 or more total points will be placed on the eligibility list for the applicable position (Lieutenant or Captain) in score order. The highest scoring applicant will be awarded the open position. The eligibility list will remain valid for three years from the date of the original posting or until it has been fully depleted, whichever occurs first. Openings arising during the pendency of the eligibility list will be filled from the list in score order.

H. New Hire Qualifications:

Current minimum qualifications for full-time employment in bargaining unit positions are:

- At least 18 years of age
- Have and maintain a valid Michigan Driver's License
- Have and maintain State of Michigan Firefighter I and II
- Have and maintain Hazmat operations certification
- Have and maintain valid Michigan EMS license, EMT or higher
- Have a valid physical agility certification
- Successfully complete all post-offer pre-employment conditions. Upon acceptance of a contingent offer of employment, applicants will be required to successfully complete a full physical examination compliant with NFPA 1582, a background

investigation, psychological examination, and have a valid physical agility certification prior to becoming employees. Results of these screening requirements may result in disqualification of applicants and the rescission of a contingent offer of employment. These pre-hire screening requirements may be waived by the Employer, in whole or in part, for applicants for full-time employment who are currently employed by the Scio Township Fire Department.

- Employer will not reduce these minimum qualifications for bargaining unit employment during the term of this agreement absent the written agreement of the Union.
- Should the Employer later decide to require Scio Township Fire Department employees to obtain any medical licensure higher than EMT basic, such requirement will not be mandatory for any employee hired on or before January 1, 2021, to obtain the required medical licensure.

ARTICLE 11: LAYOFFS AND RECALLS

Section 11.1 – Layoffs:

If it becomes necessary to layoff employees, the employee who has the least seniority shall be laid off first. No paid on-call or part-time firefighter may be permitted to perform any shift work duties while a member of the bargaining unit is laid off.

An employee shall lose all accumulated seniority and will be terminated if laid off for twenty-four (24) months or more or for a period equal to the total length of seniority, whichever is less.

Section 11.2 – Recalls:

In the event that the work force is to be increased, any employees who have been laid off within the preceding twenty-four (24) months shall be recalled by the Employer in seniority order within a given classification.

An employee, who fails to report to work within seven (7) calendar days after the date of mailing of notice of recall by certified mail, shall be presumed to have given up any claim to re-employment. Actual receipt of the notice of recall by the laid off employee is not a precondition to the Township's replacement of the laid off employee, when no response has been received from the employee within the required time. If unusual circumstances prevent an employee from reporting, that employee should notify the Fire Chief promptly after receipt of the recall notice and prior to the notified date of return, so that other satisfactory arrangements may be made. During the entire period of layoff, it is the employee's responsibility to keep the Employer informed of the employee's current address, so as to assure receipt of any notice of recall.

ARTICLE 12: HOURS OF WORK AND OVERTIME

Section 12.1 – Regular Work Week:

- A. The normal work shift of Firefighters, Lieutenants, and Captains will be 24 consecutive hours every third day (one day on, followed by two days off, repeating), and the normal work weeks shall be an average of 56 hours. Work schedules and shift start/end time shall be at the discretion of the Fire Chief, provided that any change of greater than two hours from the current 0700 starting and ending time of 24-hour shifts must be agreed to in writing by the Union.
- B. For unit employees hired on or after May 1, 2022, the Employer may include shifts of less than 24 hours and work weeks of less than 53 hours. If such shifts are added, the parties will meet to negotiate the appropriate pay rates.

Section 12.2 – Overtime:

- A. **Employees Working 24 Hour Shifts:** Employees working 24-hour shifts will be paid overtime as set forth below for hours worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day period if on a 24- hour shift rotation. Employees will be paid in two 14-day pay periods within each 28-day FLSA cycle.
- B. **Other Employees:** Employees not working 24-hour shifts will be paid overtime as set forth below for hours worked in excess of forty (40) hours in a work week.
- C. **Calculating Overtime:** PTO and hours actually worked shall be used in calculating hours worked for overtime. All other paid time off will be excluded from hours worked when calculating overtime.

Section 12.3 – Overtime Pay and Compensatory Time:

Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate, and may be, at the election of the employee, paid as compensation or in the form of compensatory time. Unit Employees may accumulate up to one hundred twenty (120) hours of unused compensatory time. Once this limit is reached, an employee must either (1) be paid for additional accrued overtime hours, or (2) use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time.

An employee who has accumulated compensatory time has the right to request the use of

compensatory time at any time. However, a reasonable advance notice must be given. The Employer will allow the use of compensatory time within a reasonable period after the request is made unless the employee's absence from work would unduly disrupt the operations of the Employer. The Employer may require an employee to exhaust all accrued compensatory time during the pendency of any otherwise unpaid leave of absence/unpaid medical leave.

Employees who had accumulated over 120 hours (up to the prior maximum accrual of 240 hours) prior to the ratification of this agreement, will retain those accruals up to 240 hours, provided that the Employer may choose to cash out an employee's accumulated but unused compensatory time over and above one hundred and twenty (120) hours at any time. Once the employee's accrued compensatory time reaches 120 hours or less, the employee will be subject to the 120-hour maximum accrual set forth above. The employee shall be fully compensated for all unused compensatory time accumulated at the time employment is terminated. The rate of compensation shall be the current hourly rate earned at the time of payment if still employed, or at the time of termination, whichever is applicable.

Section 12.4 – Approval of Overtime:

All overtime must be approved in advance by the Fire Chief or his or her designee, with the exception of emergency call response while off duty and in situations where an employee is actively engaged in a call response at the time his or her shift otherwise would end, in which case the employee will continue to work until relieved of duty by the Fire Chief or his or her designee. Unit employees who are specifically called in to work outside of their regularly scheduled shifts ("call-back") will be credited a minimum of four (4) hours worked, provided that the employee must work as directed for the full four hours or until released by the Fire Chief, if present, or the Officer in Charge. Incidents in which "call-back" is authorized shall be those indicated as "all-call", "still", and "box" alarms. Overtime, of up to twelve (12) hours, after the completion of a scheduled shift may be required to cover for call-ins/absences.

Section 12.5 – Overtime Opportunities:

When overtime becomes available a notice of the available overtime will be communicated to the unit employees via the scheduling software program or equivalent future system. The unit employee with the least number of overtime hours in the 28-day FLSA cycle will be eligible first, and so on through the list of unit employees (lowest overtime worked to highest). In determining which employees have the most/least hours overtime hours worked in the 28-day FLSA cycle, such calculation will exclude hours worked as a result of standbys, callbacks, and holdovers. In the event of a tie in overtime

worked, seniority will control. Employees will have 24-hours from the time the overtime was paged out to request to work the available overtime. Employees requesting to work the overtime opportunity may request to less than the full amount needed (i.e., employees offering to work part but not all of the overtime opportunity), however, in all instances, priority will be given to those employees accepting the entire overtime opportunity over those employees offering to work less than the full opportunity. If no or an insufficient number of employees call within the 24 hours of the page to accept the overtime opportunity, the Employer may fill the shift from outside the unit. If overtime arises within 36 hours of the start of the open shift (i.e., in situations where open shifts arise unexpectedly due to unscheduled absences and similar circumstances), the Employer will page out the overtime opportunity and the unit employees shall have 30 minutes to call for the open shift(s). If multiple employees call for the overtime, it shall be awarded to the employee with the fewest OT hours in the 28-day FLSA cycle as above, to exclude standbys, call-backs, and holdover. Employees requesting to work the overtime opportunity may request to work less than the full amount needed (i.e., employees offering to work part but not all of the overtime opportunity), however, in all instances, priority will be given to those employees accepting the entire overtime opportunity over those employees offering to work less than the full opportunity. If no or an insufficient number of unit employees call within the 30-minutes of the page and accept the overtime opportunity, the Employer may fill the overtime opportunity from outside the unit.

Notwithstanding any language in this section, overtime may be denied in circumstances where abuse is suspected, such as but not limited to situations where it appears that employees are working in concert to trade PTO for overtime.

Special events must be approved by the Fire Chief prior to scheduling. The parties agree that coverage of special events by unit Employees is preferred. When a special event is authorized, a work time schedule shall be opened and notification of the availability of the special event shall be provided to all eligible employees thorough the scheduling software. Employees will thereafter have 24 hours to indicate their availability to work the special event shift or shifts that are available by so indicating in the “open shifts” section of the scheduling program. At least 24 hours after the shift or shifts are made available, the officer in charge shall award the special event shift(s) to the eligible employee(s) who indicated willingness to work the shift(s). When more employees have responded than the available special event shifts, the employees who have worked the least amount of overtime in the 28-day FLSA cycle shall be awarded the special event shift(s). In the event of a tie in overtime worked, seniority will

control. If insufficient Unit employees volunteer for the open special event shifts, the Employer may fill the shifts from outside the Unit.

ARTICLE 13: TRADING OF DAYS

Section 13.1

Employees generally shall be permitted to trade work or leave days with one another so long as the trade is consistent with the Fair Labor Standards Act and does not result in overtime. All proposed trades must be presented, in writing, to and pre-approved by the Fire Chief or his or her designee. Such approval shall not be unreasonably withheld.

ARTICLE 14: EDUCATIONAL ASSISTANCE

Section 14.1 – Educational Assistance:

All non-probationary employees are eligible to apply for educational assistance to a recognized or accredited source of instruction. The Employer will reimburse such educational expenses subject to the following provisions:

- A.** A written request for approval addressed to the Township Supervisor at least sixty (60) days prior to enrollment where the Township board approval is required and at least thirty (30) days prior to enrollment where the request can be approved by the Township Supervisor. The request must include as much information about the class(es) as possible, including a course outline and an estimate of monetary assistance sought. The recommendation of the Township Supervisor or designee must accompany the request, signifying that the course work proposed is directly related to the employee's position.
- B.** The Township Supervisor shall have the authority to approve educational assistance for requests in the amount of five thousand (\$5,000.00) dollars or less. Requests in excess of that amount require approval by the Township Board.
- C.** The employee pays all expenses and charges, even though prior approval was secured. Reimbursement of actual expenses is available only upon receipt of written evidence of a passing grade ("C" in a graded course), and upon presentation of receipts for tuition charges, textbooks, and fees such as registration, library, and laboratory fees. No lost wage reimbursement for time spent in class will be paid except for required certification classes that are offered only during normal working hours. No reimbursement for travel expenses to and from school will be paid except for mileage for an examination taken to gain certification when the examination site is remote from the school where the courses were offered. Expense reimbursement will be reduced by the amount of any other assistance received for the same expenses.
- D.** After the Township has approved the request for educational assistance, and when reimbursement is required, following approval of the reimbursement, reimbursement shall be made to the employee in six (6) equal monthly installments. Should the employee voluntarily terminate employment with the Township during the six (6) month period, the reimbursement payments shall cease.

Section 14.2 – Duty to Maintain Licensure:

All employees shall, as a condition of continued employment, maintain all licenses and certifications necessary to perform their duties. The Employer shall pay costs associated with maintaining the employee's occupational licensure(s), which license(s) is required as a condition of employment, provided that said training has been preapproved by the Fire Chief. Said approval shall not be unreasonably withheld. Although not required of Fire Department employees, the Township also will pay for voluntary E.M.S. and Paramedic licenses and certifications, including any training required to maintain those qualifications for non-probationary employees. The employee shall submit copies of the proper paperwork associated with such licensure to the Fire Chief.

Section 14.3 – Pay for Work Time Missed for EMS Training:

The Township will pay Employees for scheduled work hours missed as a result of the Employee's participation in an EMS refresher course required to maintain the Employee's current EMS licensure status, up to a total average of 10 paid hours for each year of the CBA (e.g., 30 total paid hours over the term of the 3-year CBA). Payment is limited to that portion of a scheduled shift that the Employee was required to miss to attend the training course, allowing for both length of the training and reasonable travel time. Moreover, payment is contingent on Employee making every reasonable effort to schedule the training on non-work dates. Payment is limited to scheduled shifts and does not include shifts added by the employee as a result of trading of days or picking up extra shifts. Training should be scheduled at consecutive-day EMS refresher courses offered at locations in reasonable proximity to Scio Township, Michigan. The Township may elect, at its discretion, to provide such training on site, in which case Employees must avail themselves of the on-site training as opposed to seeking the training elsewhere.

ARTICLE 15: WAGES

	Years in Classification	Effective May 1, 2022	Effective May 1, 2023	Effective May 1, 2024
Firefighter	Start Date Through End of First Full Year	\$18.71	\$19.65	\$20.63
Firefighter	Year 2	\$20.13	\$21.14	\$22.20
Firefighter	Year 3	\$21.79	\$22.88	\$24.02
Firefighter	Year 4	\$23.42	\$24.59	\$25.82
Firefighter	Year 5	\$24.75	\$25.99	\$27.29
Lieutenant		\$26.42	\$27.74	\$29.13
Captain		\$27.31	\$28.68	\$30.11

Section 15.1 – Acting Pay:

In the event a Lieutenant is required to perform the duties of a Captain for more than one half of a shift (more than 12 hours) due to the Captain being on PTO or Compensatory time, and there are no other captains on duty during the time the Lieutenant is serving as acting Captain, the Lieutenant who is regularly assigned to the shift shall be acting Captain and be paid at the Captain rate for the hours acting, provided that the Captain did not trade time with a lower ranking employee for the time in question. If there are 2 lieutenants on duty, neither of which is regularly assigned to the shift, and acting rank as above is due an employee, the senior Lieutenant shall be the acting Captain for the time in question, provided that the Captain did not trade time with a lower ranking employee for the time in question.

ARTICLE 16 PAID TIME OFF

Section 16.1 – Accrual for Employees working 24-Hour Shifts:

From the first day of employment, through 4 years of service, Employees on 24-hour shifts will accrue 28 hours of PTO per month worked up to an annual maximum of 336 hours per year. Employees on 24-hour shifts with over 5 but fewer than 10 years of service will accrue 32 hours of PTO for each month worked up to an annual maximum of 384 hours per year. Employees on 24-hour shifts with more than 10 years of service will accrue 42 hours of PTO per month worked (up to an annual maximum of 504 hours per year). Maximum accrual is equal to the annual maximum identified above. Employees may cash out one time per year a maximum of 100 hours of accrued PTO time prior to March 31st of each year, which is the end of the Employers fiscal year. Employees who accrue more than the annual maximum will receive a payment for all hours accrued in excess of the annual maximum via payment by the Employer into the employees' Health Care Savings Account (HCSA) (mandatory leave conversion) at the employees' rate of pay at the close of the fiscal year (i.e., as of March 31). Deposits shall be made into the employees HCSA no later than 60 days after the close of the fiscal year. Any accrued PTO over 800 at the time of termination (except where terminated for cause), resignation, or retirement shall be paid into the employee's HCSA or 457 plan within 30 days following the last date of employment.

Section 16.2 – Accrual for Other Employees

Per Township Policy

Section 16.3 – Use of PTO:

- A. Unit Employees must notify the Fire Chief or his or her designee at least three (3) hours prior to starting time if illness makes it necessary to be absent from work. Separate notification must be given for each absence.
- B. PTO may be taken only in full or half shift increments (i.e., 24 or 12 hour increments for 24-hour employees).
- C. Upon return to work after an illness of three (3) consecutive workdays or more, the employee may be requested by the Fire Chief to furnish a physician's statement verifying the nature and length of illness and the employee's ability to return to work. The Fire Chief also may require a physician's statement in questionable cases.
- D. PTO requests (unrelated to illness) of less than three (3) days must be submitted in Aladtec

and approved by the Fire Chief (or designee) at least seven (7) calendar days prior to the first day of the requested vacation period. Requests of three (3) days or longer must be submitted in writing to the Fire Chief (or designee) at least fourteen (14) calendar days prior to the first day of the requested vacation period. Requests may be denied where the Fire Chief (or designee) deems it necessary to do so to maintain appropriate staffing or where the request otherwise conflicts with the best interests of the Employer. Approval of PTO will not, however, be unreasonably withheld. If two (2) or more employees desire the same vacation period, and the Fire Chief (or designee) deems it necessary to deny the request of one or more of the employees, preference will be given based on seniority. However, once a vacation request has been approved, such approval may not be rescinded on the basis of a later request by a more senior employee. In situations where the Fire Chief or his or her designee is considering a time off request of a second employee as previously granted to another employee, the Fire Chief may deny the request, as stated above, or, at his or her discretion, may condition the approval of the request of the second employee on the time in question being covered by another employee.

ARTICLE 17: BEREAVEMENT

Section 17.1

Upon the death of any member of the immediate family (as defined herein) of any non-probationary 24-hour Employee, such employee shall be entitled to take up to the next two (2) consecutive work days (up to forty-eight (48) hours) off with pay in addition to the balance of the shift currently working if on duty at the time of death/time of notification of the death, without loss of PTO. The immediate family, for purposes of this Article, is defined as current spouse, child, stepchild, parent or stepparent, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, and brother-in-law. At the discretion of the Township Supervisor or designee, Bereavement leave for twenty-four-hour employees may be extended by up to twenty-four (24) hours of additional time off without pay. Bereavement for employees not working 24-hour shifts shall be per Township Policy.

ARTICLE 18: UNPAID LEAVE OF ABSENCE

Section 18.1

At one time or another, an employee may find it necessary to take some time off from work. Non-probationary employees may be granted a leave of absence upon approval of the Township Supervisor or designee at his or her sole discretion. Employees shall retain, but shall not accrue, seniority during an approved leave of absence. Requests for leaves of absence shall be made in writing, and signed, stating the reasons the leave is requested, the length of time the employee desires, and given to the Fire Chief for review and comment. The Fire Chief shall transmit the request to the Township Supervisor or designee. Leaves of absence shall be without pay and without benefits, except as provided by law. This section covers leaves that are not covered by the Family Medical Leave Act (FMLA).

At the conclusion of the leave of absence, the Employer will return the employee to the same job. An employee who fails to return to work upon termination of the leave of absence shall be presumed to have voluntarily terminated his employment. Normally, leaves of absence in excess of six (6) months will not be granted. If additional time is required, the employee must re-apply no later than fourteen (14) days prior to the expiration of the approved leave of absence. The extension of a leave of absence will be reviewed based on the circumstances of the request and the needs of the Employer at the time.

ARTICLE 19: FAMILY MEDICAL LEAVE ACT

Section 19.1

The Family Medical Leave Act of 1993 (FMLA) provides that eligible employees of covered employers are entitled up to twelve (12) weeks of unpaid leave per year for certain family and medical reasons. A general description of rights under the FMLA is attached to the Scio Township Employee Handbook, which all employees receive, and additional copies are available upon request from the Fire Chief.

FMLA requires the employee to give notice to the employer of a leave that qualifies under the FMLA. Any request for leave should be directed to the Fire Chief who will transmit the request to the Township Supervisor or designee. Employees will be notified if their request for leave qualifies for FMLA leave. As is permitted under the Act, eligible employees taking FMLA leave will be required to use any available paid leave toward their twelve (12) week entitlement until such leave is exhausted; any further time taken would be unpaid up to the twelve (12) week maximum. Any questions regarding FMLA leave should be directed to the Township Supervisor or designee.

ARTICLE 20: OTHER LEAVES

Section 20.1 – Military Leave:

The Employer and the Union agree that employees called into military service shall be entitled to all benefits assured to them by law. Full-time employees may use up to eight (8) hours of accrued vacation or personal time to cover the difference in pay between the employee's daily pay and military pay, provided that evidence of military pay is provided to the Township.

Section 20.2 – Jury Duty:

All full-time employees shall be entitled to jury duty pay as follows: Scio Township encourages its employees to accept the civic responsibility of jury duty by ensuring that the employee will not suffer a loss in wages. If an employee is called for jury duty, their immediate supervisor must be promptly provided with the official notice from the Court. During jury duty, the employee must keep their immediate supervisor notified of his or her schedule on a daily basis. The Township will pay any full-time employee on jury duty, an amount based upon the hours the employee was regularly scheduled to work but could not, as a result of serving on jury duty. Pay shall be at the employee's regular hourly rate of pay. Any payment received by an employee from the Court for jury service, but not for travel, shall be reimbursed to the Township when the Township shall have paid the employee's regular wages as contemplated in this paragraph. The employee must provide Court pay documents as proof of any payment received for the time spent on jury duty and must report back to work as soon as reasonably possible on scheduled workdays.

Section 20.3 – Duty-Related Court Appearances:

If a Unit employee is required by subpoena or otherwise, to testify on deposition or in court or at some other hearing on behalf of the Township, he or she shall receive his regular pay for any time absent from duty. If he or she is required to be such a witness on a non-duty day, he or she shall be paid his regular hourly rate in accordance with this contract. All witness fees paid to the employee in connection with subpoena or testimony shall be turned over to the Township less any mileage reimbursement that might have been paid to the employee.

ARTICLE 21: HOLIDAYS

Section 21.1 – Holidays:

All hours worked by non-probationary 24-hour shift employees on a Recognized Holiday will be paid at twice the employee's regular hourly rate (double time). Recognized Holidays shall be: New Year's Day, Martin Luther King Jr. Birthday Holiday, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day (aka Indigenous Peoples Day), Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve and the employee's birthday (16 Total). Failure to work a scheduled holiday shall result in forfeiture of holiday pay, regardless of reason for absence. Holiday pay applies only to shifts which start on the Recognized Holiday. Holidays for non-24-hour-shift employees shall be paid pursuant to Township Policy.

ARTICLE 22: LONGEVITY PAY AND UNIFORM ALLOWANCE

Section 22.1 – Longevity:

Each non-probationary Employee will receive a longevity payment on his or her anniversary date. This payment will be calculated by multiplying the employee's years of service in a bargaining unit position times one hundred (\$100.00) dollars (e.g., an employee with five (5) years' service as an Employee will receive five hundred (\$500.00) dollars on his anniversary date).

Section 22.2 – Uniform Allowance:

The Employer will provide each non-probationary employee \$750 annually for the purchase of approved uniform items. For employees hired after January 1, 2013, for whom the Employer has not previously contributed to the cost of a Class A uniform, the Employer will reimburse the employee for the purchase of a single Class A uniform from a pre-approved provider. This is a one-time benefit and will not be paid unless/until the employee completes the Probationary Period. The following will be provided by the Township to new hires hired on or after January 1, 2019 upon onset of employment:

- (A) Two (2) short sleeve Polo shirts
- (B) Two (2) New York-style shirts
- (C) Three (3) pairs of uniform pants
- (D) Two Long sleeve class B style shirts
- (E) Two Short sleeve class B style shirts

Section 22.3 – Fire Fighting Equipment:

Each Employee covered by this Agreement will be issued the following equipment at the time of employment: 1 turnout coat, 1 pair of bunker pants, 1 pair of leather bunker boots, 1 helmet, 2 Nomex hoods, and 2 pair of structural Gloves. Upon completion of the probationary period, the township will provide all Employees an additional turn out coat, an additional pair of leather bunker boots, and an additional pair of bunker pants. All equipment will be NFPA approved and in good condition. The Township shall maintain all protective clothing in Accordance with NFPA and MIOSHA standards. All of the above equipment remains the Property of Scio Township and is to be turned in by the employee upon termination of Employment.

ARTICLE 23: INSURANCE BENEFITS

Section 23.1 – Medical Coverage:

Throughout the term of this Agreement, the Employer shall provide all full-time bargaining unit members, their spouses, and eligible dependents, the current medical insurance plan (Blue Cross Blue Shield Simply Blue PPO Gold 1000 Plan) (plan benefits summary attached at Appx. A), or an alternative plan with equivalent or better coverage than the current plan, on the same terms and conditions as in effect for other full-time Township employees.

Section 23.2 – Opt-Out Payment:

In lieu of receiving medical insurance, the Employer will permit eligible employees the option of receiving additional compensation. The additional compensation will be in the amount of two hundred twenty-five (\$225.00) dollars per month, payable with the Employee's regular wage. Employees who choose this option will be required to demonstrate that they and their dependents are covered by another comparable (equal to or better) medical insurance policy. In the event that the other comparable medical insurance policy benefit is terminated for any reason, the employee shall immediately advise the Employer, and the option to receive compensation in lieu of medical insurance benefit shall cease, and coverage under the Employer's medical insurance plan shall be initiated.

Section 23.3 – Dental, Hearing and Vision Reimbursement:

Throughout the term of this Agreement, eligible non-probationary Employees will receive the Employer's Dental, Hearing and Vision Reimbursement benefits to the same extent and upon the same terms applicable to all Scio Township employees, provided, however, that the total benefit available to employees covered by this agreement shall be aggravated over the three-year period of this agreement with a maximum total reimbursement of \$7,000 over three year, as opposed to the annualized maximum total reimbursement provided under the current Township Dental, Hearing, and Vision Reimbursement benefit. All other terms and conditions of the Township Dental, Hearing, and Vision Reimbursement benefit shall apply.

Section 23.4 – Life Insurance:

The Employer will maintain for the benefit of non-probationary Employees, throughout the term of this Agreement, any and all life and/or disability insurance policies covering them that are in effect or as of the date of this Agreement, or coverage that is substantially equivalent. The Township provides a Life Insurance benefit of not less than \$50,000 at no cost to the employee to each unit employee.

Section 23.5-Health Care Savings Program Accounts

Within 60 days after ratification of this Agreement, the Employer will establish a MERS Health Care Savings Program (HCSP) account for each Unit Employee. The effective date of the plan shall be July 1, 2022. Upon establishing the accounts, the Employer will create individual accounts for each bargaining unit employee hired before January 1, 2022, as set forth below:

- A. Initial Employer MERS HCSP lump sum Contributions in lieu of retiree healthcare:** The following amounts will be contributed by the Employer into the HCSP of each of the following active, full-time, bargaining unit employees accounts:

Baird:	\$17,342
Bourne:	\$19,305
Burke:	\$84,287
Cobb:	\$4,360
Collier:	\$9,329
Holzer:	\$30,286
Koch:	\$84,342
Samborn:	\$9,298
Stelzer:	\$16,893

Fifty percent of the amount listed above will be deposited by the Employer into each listed employees MERS HCSP within 30 days after the accounts are established provided that the employee remains a full-time bargaining unit employee of the Scio Township Fire Department as of the date of the payment.

The remaining 50% of the amounts listed will be deposited by the Employer into each listed employees MERS HCSP on or before December 31, 2022, provided that the employee remains a full-time bargaining-unit employee of the Scio Township Fire Department as of the date of the second payment.

- B. Ongoing Employer and Employee HCSP Contributions:** For all non-probationary bargaining unit employees, beginning the first payroll in July 2022, the Employer shall contribute 3.5% of each employee's gross pay into the employees MERS HCSP and each employee shall contribute 1.5% of his or her gross pay into the MERS HCSP. Contributions will be made in conjunction with the Employers payroll cycle and employee contributions will be facilitated through payroll deduction on a pretax basis.

- C. **Vesting:** Bargaining Unit members will be vested in the Employer's contributions made to the MERS HCSP account under the following schedule. Bargaining unit Employees will be 25% vested upon achieving 5 years of full-time service with the employer. Upon achieving 10 years of full-time service with the employer, Employees shall be vested at a rate of 70%. Employees who achieve 15 years or more of full-time service shall be 100% vested. Service towards vesting begins with the Employees date of hire. All employees are always 100% vested in their employee contributions.
- D. **Termination of Prior Retiree Health Care Plan:** The Union and the Employer agree that the initial contributions described above represent the Actuarial Accrued Liability (AAL) for each bargaining unit employee participating in the Scio Township Retiree Health Care Plan as of March 31, 2021, and the payment of those amounts by the Employer into each employee's HCSA is in exchange for the termination of the Scio Township Retiree Health Care Plan as to the current and future employees of the employer, as well as their spouses and eligible dependents. Thus, upon establishment of the HCSA accounts as set forth herein, no current or future employee of the Employer, nor any spouse or other dependent of any such employee shall have rights or interests under the Scio Township Retiree Health Care Plan described in prior Agreements at section 22.5 "Retiree Medical Benefits". The Scio Township Retiree Health Care Plan is hereby terminated and is of no further applicability to current and future bargaining unit employees, their spouses, and dependents.

Section 23.6-Short Term Disability:

The Employer shall provide short term disability (STD) insurance at the Employer's expense for all full-time non-probationary employees. The STD policy will have a maximum 7-day elimination period, will provide not less than twelve (12) total weeks of coverage, not including the elimination period, and will provide a weekly benefit of 66.7% of the employee's weekly base wage up to a maximum of one-thousand dollars (\$1000.00) per week. Employees may use accrued PTO and compensatory time to offset the difference between the STD benefit and 100% of the employee's weekly base wage, including to cover the elimination period.

ARTICLE 24: RETIREMENT PLAN

Section 24.1 – MERS Pension Plan:

Unit Employees hired on or before June 1, 2016, will enroll in the MERS Plan B-3, V-10, FAC-5, F55/30. The respective duties and obligations of the Employer and the Unit Employees are set forth below:

Section 24.2 – Contribution (Paying for the MERS Benefit) Cost Sharing:

The Employer and the Unit Employees will share the cost of the MERS plan contributions. For its part, the Employer will contribute an amount equal to ten percent (10%) of each enrolled Unit Employee's gross wages ("Employer Contribution"). Any required contributions above ten percent (10%) and up to fifteen percent (15%) of the enrolled employee's gross wages, based on the Annual Actuarial Valuation are to be contributed by the employee. Any required contributions above fifteen percent (15%) and up to twenty percent (20%) based on the Annual Actuarial Valuation shall be shared equally (50/50) by the Employer and employee. The Employer will be responsible for all required contributions above twenty percent 20% based on the Annual Actuarial Valuation. All required employee contributions shall be made by equal payroll deductions from each paycheck throughout the year.

Section 24.3. - Defined Contribution Plan:

Unit employees hired after June 1, 2016, are not eligible to participate in the MERS defined benefit plan described above. These employees are eligible to participate in the defined contribution ("DC") plan with an 8% Employer contribution. The DC plan will provide for a vesting period not to exceed five (5) years and will allow for employee contributions, (in addition to the Employers 8% contribution) up to the maximum amounts permitted by law.

ARTICLE 25: MISCELLANEOUS

Section 25.1 – Mileage Reimbursement:

If, at the Employer's request or direction, any employee uses his or her personal vehicle for work-related travel, the mileage total shall be paid at the prevailing recognized IRS rate for mileage reimbursement; however, mileage shall not be paid for responses to emergency calls received while off duty. Travel over one hundred (100) miles must be pre-approved by the Fire Chief or his designee.

Section 25.2 – Employee Physical Examinations:

For reasonable cause, employees may be required to submit to physical and/or psychological examinations to establish or re-establish their physical or mental fitness to perform their work. If the Employer requires that an employee submit to an examination by an Employer-designated healthcare provider, the Employer shall pay for such examination.

Employees shall be required to participate in the Employers annual physical program, the goal of which is employee wellness. Participation in the program will not be punitive. The Employer intends to have the physicals conducted in-house or at a location near Scio Township. The results of physical examinations may require the employee to undergo additional medical examinations/treatments to remain eligible for work.

Employees who are unable to participate in the physical examinations when scheduled by the Employer may be required to travel to a remote location for said physical examination and shall be responsible for scheduling and submitting to the physical examination within 6 weeks as a condition of employment. An extension to this 6-week limitation may be waived by the Fire Chief for good cause. Standards to be mutually agreed upon.

Section 25.3 – Personal Information Changes:

Employees shall notify the Employer of any change of name, address, and telephone number promptly, and in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address and telephone number shown on its records for all purposes involving the employee's employment and this Agreement.

Section 25.4 – Direct Deposit:

(Per Handbook as of January 2021)

Section 25.4 – Officer Required:

At least one sworn officer shall be on duty at any in-service station operated by Scio Township.

Section 25.6 – Deferred Compensation:

Employer offers a deferred compensation plan that provides eligible employees the ability to invest part of their income on a tax-deferred basis. Under current laws, rules and regulations, these investments generally are not subject to state or federal income tax until withdrawn, normally after retirement. Full-time employees are eligible to participate after completion of the probationary period. In the first 12 months after the ratification of this agreement, the employer will look into other, alternative, deferred compensation plan providers and will meet with and discuss with the union whether to retain the existing provider or switch to another provider.

Section 25.7 – Sexual Harassment:

(Per Handbook as of January 2021).

Section 25.8 – Safety Concerns:

The Employer will provide and maintain all safety equipment it deems reasonably necessary for the unit employees to perform their job duties without unnecessary risk of injury or death. Any employee who has a concern regarding a matter of workplace safety may raise the concern with the Fire Chief. Such concerns shall be made to the Fire Chief, in writing. The Fire Chief will respond to all such concerns, in writing, within ten (10) days. Should the employee find the Fire Chief's response inadequate or unsatisfactory, he or she may, within five (5) days after receiving the response, submit the issue, in writing, to the Township Supervisor or designee, who will investigate the matter and respond, in writing, to the employee. The Township Supervisor's or designee's response shall constitute the final disposition of the matter.

Section 24.9 – Indemnification:

The Employer shall indemnify unit employees against claims arising out an employee's performance of his or her duties on behalf of the Employer with the exception of intentional misconduct, gross negligence and the performance of any act or function beyond the scope of the employee's duties or beyond the employee's competence and/or licensure.

Section 25.10-Notification of Resignation or Retirement:

Unit employees will notify the Fire Chief and Township Supervisor or their resignation or retirement not less than 45 days prior to the effective date of such resignation or retirement.

Section 25.11-Paid on Call Services:

It is agreed that paid on call or part-time services shall only be supplementary to the service of full-time unit firefighters. It is understood that paid on call firefighters shall be notified and simultaneously respond to each emergency run in accordance with current practice.

ARTICLE 26: SCOPE OF AGREEMENT

Section 26.1 – Construction:

Article and Section headings used in this Agreement are merely editorial identifications of the related text and do not in any manner limit or control the text. References to the masculine gender shall refer to the feminine gender, or vice versa, unless the context clearly indicates otherwise.

Section 26.2 – Waiver:

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not excluded by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 26.3 – Entire Agreement:

This Agreement represents the entire agreement between the Employer, the Union, and the Employer's employees which the Union represents. This Agreement supersedes and cancels all previous agreements, oral or written, and constitutes the entire agreement between the parties. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union. If any conflict exists between the Scio Township Employee Handbook of January 2021, and this Agreement, then the terms of this Agreement shall prevail.

Section 26.4 – Savings Clause:

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party thereto, the Employer and the

Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 27: DURATION

Section 27.1

This Agreement shall continue in full force and effect until April 30, 2025. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Employer and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives this 14th day of June 2022.

FOR THE EMPLOYER:

FOR THE UNION:

SCIO TOWNSHIP

SCIO TOWNSHIP PROFESSIONAL

FIREFIGHTERS UNION, IAFF LOCAL 4891

By: _____

William Hathaway, Supervisor

By: _____

Lance Baird, President

By: _____

Jessica Flintoff, Clerk

By: _____

Brian Koch, Vice-President

By: _____

Donna Palmer, Treasurer

By: _____

Eric Holzer, Treasurer

By: _____

Glen Cobb, Secretary