

LABOR AGREEMENT

between

CHARTER TOWNSHIP OF OAKLAND
Oakland County, Michigan

and

OAKLAND TOWNSHIP FIRE FIGHTERS' UNION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4918

April 1, 2022

through

March 31, 2026

Table of Contents

AGREEMENT	3
PURPOSE AND INTENT	3
I. RECOGNITION	3
II. DEPARTMENT EMPLOYEES	3
III. DUES DEDUCTION	5
IV REPRESENTATION	5
V GRIEVANCE - ARBITRATION PROCEDURE.....	6
VI SPECIAL CONFERENCES	8
VII MANAGEMENT RIGHTS.....	8
VIII SERVICE RANKING	9
IX LOSS OF TIME CREDITED TOWARD SERVICE RANKING	9
X LAYOFF AND RECALL.....	10
XI OUTSIDE EMPLOYMENT	10
XII OFFICER PROMOTIONS.....	11
XIII OFFICER and EMS STIPENDS.....	13
XIV VACATION.....	13
XV HOLIDAYS	14
XVI SICK/PERSONAL LEAVE DAYS	15
XVII FMLA, VETERANS AND MILITARY LEAVES OF ABSENCE.....	16

XVIII BEREAVEMENT LEAVE	16
XIX JURY DUTY AND COURT APPEARANCE	16
XX HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE	17
XXI RETIREMENT	19
XXII UNIFORMS AND EQUIPMENT	19
XXIII PLATOON SELECTION AND TRADE TIME	20
XXIV WAGES AND OVERTIME	21
XXV LONGEVITY AND RETENTION	21
XXVI FOOD REIMBURSEMENT	22
XXVII NO-STRIKE/NO-LOCKOUT CLAUSE	22
XXVIII GENERAL	22
XXIX SAVINGS AND SEPARABILITY	23
XXX ZIPPER CLAUSE.....	23
XXXI RATIFICATION AND TERMINATION	23
APPENDIX A	25
APPENDIX B	26

AGREEMENT

This Agreement is between the Charter Township of Oakland, Oakland County, Michigan (hereinafter referred to as the “Employer” or “Township”) and the Oakland Township Fire Fighters Union, International Association of Fire Fighters, Local 4918 (hereinafter referred to as the “Union”).

Statements in this collective bargaining agreement which utilize pronouns that indicate either the male or female gender are not meant to apply to one sex rather than the other but are meant to apply to both sexes equally.

Any reference in this Agreement to the term “Department” means the Oakland Township Fire Department.

PURPOSE AND INTENT

The general purposes underlying this Agreement are to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, Employees, and the Union. To these ends the Employer, the Employees and the Union encourage to the fullest degree friendly and cooperative relationships between them.

I. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time fire fighters and emergency medical personnel, but excluding the Fire Chief, Assistant Fire Chief, paid-on-call fire fighters, volunteer fire fighters, administrative and clerical Employees, confidential Employees, and all other Employees.

II. DEPARTMENT EMPLOYEES

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

- A. Fire Chief: The Fire Chief is the highest-ranking officer in the Fire Department and the Fire Chief oversees all Fire Department operations. Unless explicitly stated otherwise, reference to the Fire Chief shall include “or designee.”
- B. Day Employee: A Day Employee is a firefighter or officer assigned to an eight (8) hour shift or such other shift or work cycle as determined by the Employer which is a daytime shift. A Day Employee will work a forty (40) hour per week work period. The Department shall no longer utilize Day Employees by no later than March 31, 2024. Positions currently assigned to 40-hour positions shall convert to 56-hour shift positions and shall not cause the loss of a bargaining unit member, unless otherwise agreed.

- C. Shift Employee: A Shift Employee is a firefighter or officer who is assigned to a unit for a twenty-four (24) hour shift. A Shift Employee shall work a schedule of 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, 96 hours off duty.
- D. Emergency Medical Technician – Paramedic (EMT-P): Notwithstanding any other provision of this Agreement, all Day Employees and Shift Employees covered by this Agreement shall have and shall maintain an Emergency Medical Technician – Paramedic (EMT-P) license and Advanced Cardiac Life Support (ACLS) certification. Employees are responsible for confirming their licensure status and are required to immediately report any lapse in licensure to the Fire Chief. In accordance with MCL 333.20954(4), Employee shall be permitted to work during the grace period allowed by the State of Michigan. Failure to maintain an EMT-P license and ACLS certification, or failure to report any licensure gap, inclusive of any State-authorized grace period shall result in discipline up to, and including, termination.

The Parties agree the Township may advertise and consider otherwise qualified applicants that do not possess a Michigan Paramedic License at the time of application or hire. Any applicant considered for hire must possess a Paramedic License, or otherwise:

1. must be actively enrolled in a paramedic training course at the time of application so that all coursework is scheduled for completion prior to reaching a one-year service anniversary; and,
2. testing for a Michigan paramedic license shall be successfully completed within no more than ninety (90) days following completion of said paramedic training.
3. Associated costs of paramedic training and licensure testing shall be the Employee's responsibility. The Township shall not be responsible for all related costs such as paramedic training coursework, materials, related fees, or testing.
4. Employees hired prior to receiving their Michigan paramedic license must obtain said license within one year from their first date of employment. Except as provided for in paragraph 1(a)(i-ii), failure to obtain a paramedic license within one year will result in termination of employment.
5. Upon hire, Employee shall advise the Township of their paramedic training course schedule and shall be permitted reasonable time off to attend such required paramedic training course without loss of regular pay.
6. Following completion of paramedic training after hire, Employee shall advise the Township of testing dates and shall be permitted reasonable time off to attend paramedic licensure testing procedures without loss of regular pay.
7. The ability to hire as prescribed herein shall be limited so that no more than two (2) full-time Employees without a paramedic license working at any one time.

III. DUES DEDUCTION

- A. The Township will deduct from the bi-weekly pay of each Employee covered by this Agreement current Union membership dues (or service fees) and assessments, provided that at the time of such deduction there is in the possession of the Township current signed authorization by the Employee in a form acceptable to the Township. The Township shall continue to make such deduction until the Township receives written instructions to the contrary from said Employee, which must be provided in accordance with Section D below.
- B. The Township will deduct from the bi-weekly pay of Employees in any month only the Union dues (or service fees) and/or assessments becoming due in such month. In cases when a deduction is made which duplicates a payment that an Employee already has made to the Union, or in any other situation in which a refund is demanded, said refunds are not the responsibility of the Township.
- C. All sums deducted by the Township shall be remitted to the Treasurer of the Union bi-weekly through direct deposit. In the event the Union requests the Township to change the present membership dues deduction (or service fees) and/or assessments of its Members, the Union shall give the Township a thirty (30) day notice and then the change in dues or assessments shall be effective with the next paycheck.
- D. To the extent that the law permits, it is agreed that:
 - 1. The deductions shall begin the month the Employee signs an authorization card, if there is adequate time to make the deduction. No dues or service charge shall be retroactive.
 - 2. If a bargaining unit Employee has tendered directly to the Union his membership dues or the service fees or has a written authorization in effect requiring the deduction of dues or service fees, the Employee shall not lose his job because of a lack of good standing in the Union. The Union will provide to the Township the names of Employees who have paid directly to the Union, if any.

IV REPRESENTATION

- A. The Union shall inform the Employer in writing as to who has been appointed or elected as Union President for the bargaining unit.
- B. The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Fire Chief. Such permission will not be unreasonably denied.
- C. The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, Employees shall be permitted to engage in Union activity if it does not interfere with Fire Department operations.

- D. The Union shall be provided with a suitable bulletin board 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. For the purposes of providing representation to Members, a designated steward, or alternate in the absence of the steward, may handle grievances on Township time during regular work hours without loss of time or pay, provided there is no interference with Fire Department operations. Overtime or any premium pay shall not be incurred or paid to represented bargaining team members that are off duty to conduct investigations or grievances.
- F. For collective bargaining purposes, up to three Employees in the bargaining unit may meet in sessions with the Township provided that the negotiation sessions are held on Township premises. If such sessions are held during their regular work hours, the Employees will not lose time or pay. However, under no circumstances shall overtime or any premium pay be paid to bargaining team members that are off duty.

V GRIEVANCE - ARBITRATION PROCEDURE

- A. 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: The Union President or his designee having a grievance on behalf of an Employee shall first take up the matter verbally with the Fire Chief or his designee.

Step II - Written: If the verbal grievance cannot be satisfactorily adjusted between the Union President or his designee and the Fire Chief or his designee and no later than fourteen (14) calendar days after the facts occurred which gave rise to the grievance or fourteen (14) calendar days after the Employee knew or should have known of the facts giving rise to the grievance, the grievance shall be reduced to writing, on forms provided by the Union, and presented by the Union President or his designee to the Fire Chief or his designee. Within seven (7) calendar days thereafter, the Fire Chief or his designated representative shall furnish to the Union President or his designee his written answer to the grievance. Should the Fire Chief or his designated representative fail to furnish a written answer within the said seven (7) calendar days, the grievance shall be processed in accordance with Step III.

Step III- Written: If the grievance still remains unadjusted, then within seven (7) calendar days after receipt of the answer of the Fire Chief or his designated representative, or within seven (7) calendar days of the date on which said answer should have been furnished, the Union President or his designee shall present the grievance to the Township Manager. Within fourteen (14) calendar days thereafter, the Township Manager or his designated representative shall furnish to the Union President or his designee his written answer to the grievance. Should the Township Manager or his designated representative fail to furnish a written answer within the said fourteen (14) calendar days, the parties may proceed to Step IV - Mediation.

Step IV – Mediation: If the grievance remains unadjusted, then within seven (7) calendar days after receipt of the answer of the Township Manager or his designated representative, or within seven (7) calendar days of the date on which said answer should have been furnished, the Union President or his designee may notify Employer of its intent to proceed to mediation. The parties shall utilize no-cost service provided through Federal Mediation and Conciliation Services (FCMS) or the Michigan Employment Relations Commission (MERC), unless the parties mutual agree to each cover its own individual costs for private mediation services. If mediation does not result in settlement of the grievance matter the parties may proceed to Step V- Arbitration

Step V - Arbitration: If the grievance cannot be satisfactorily adjusted in Step III, within twenty-one (21) calendar days after receipt of the answer of the Township Manager or his designated representative, or within twenty-one (21) calendar days of the date on which said answer should have been furnished, the Union by the Union President or his designated representative, may file a written request to proceed to arbitration. No Employee shall have the right to request arbitration, but the same shall be limited to the parties. Within 30 calendar days thereafter the Union shall file a written demand for arbitration with the Michigan Employment Relations Commission (“MERC”). MERC shall submit to the parties a list comprised of nine arbitrators from Southeastern Michigan. Either party shall have the option of requesting a second panel from the MERC if said request is made before the parties begin the process of selecting an arbitrator as set forth in the next sentence. The arbitrator shall be selected from said panel or panels by an alternate striking of names. A single arbitrator will be selected for each grievance going to arbitration.

Upon acceptance of the appointment 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.

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 Union shall not be required to process an Employee's grievance, if, in the opinion of the Union, the 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.

In order for the Fire Department to arrange manpower coverage, the Union 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 may testify as witnesses at any arbitration hearing.

The Employer may file a grievance under the foregoing grievance procedure. Any Employer grievance shall start at Step III and shall be filed within twenty-one (21) calendar days after the facts occurred which gave rise to the grievance or within twenty-one (21) calendar days of when the Fire Chief or Township Manager knew of the facts giving rise to the grievance. Said grievance shall be filed with any Union Officer or placed in the mailbox of the Union President at the station, and the Employer will advise delivery to the Union President.

- B. The Union or the Employer may request, and mutually agree, in writing, to a time period extension of any step of the grievance procedure.
- C. Employees may be suspended, discharged or otherwise disciplined or demoted for just cause. Any grievance concerning such discipline, suspension, discharge or demotion shall be subject to the procedures and time limits set forth in this Article.

VI SPECIAL CONFERENCES

Special conferences will be held whenever mutually agreed between the Union and the Employer or its designated representatives to discuss specific topics of common concern. The topics to be discussed at a special conference will be disclosed at the time the conference is requested, and the conferences will be limited to those topics. Union representative(s) will receive normal rate of pay if a conference is held during their regularly scheduled work hours. No overtime or premium pay shall be paid. In the event of an EMS, fire or other call/alarm requiring a response from the Union representatives, they shall leave the special conference

VII MANAGEMENT RIGHTS

- A. The Employer, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Township Charter, the laws and the Constitutions of the State of Michigan and of the United States.
- B. 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 equipment to be acquired and utilized; the work to be handled and to outsource any work; the number of Employees and to determine the size of the workforce and to increase and decrease its size; to utilize paid on-call Employees as it deems necessary (except as set forth in Article XXII(C)); to establish, change, and enforce quality standards; to maintain order and efficiency in its operations; to determine work schedules, shifts and hours, and to set meal periods; to transfer or promote Employees between

classifications and shifts and to transfer or promote Employees between fire prevention and fire suppression; to select Employees for promotion (subject to Article XII); to transfer Employees to other positions and to determine the qualifications and competency of Employees to perform available work; 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 of any right, function, power or authority 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 State and Federal Laws.

VIII SERVICE RANKING

- A. An Employee's name shall be entered upon the service ranking list in the appropriate classification and their service ranking date shall be the date hired by the Township full time. Fire fighters hired from the paid on-call ranks shall have their seniority commence with the first day of full-time employment.
- B. Employees hired on the same date shall have service ranking determined by the last digit of the Employees' social security number. The Employee with the highest last digit has the highest ranking. Should the last digit of the social security number be the same, use the second, third, etc., digit in the same manner.
- C. A service ranking list shall be maintained by the Township.

IX LOSS OF TIME CREDITED TOWARD SERVICE RANKING

- A. An Employee's accrual of time toward service ranking shall terminate:
 - 1. If they quit, retire or are discharged.
 - 2. When they have been laid off for lack of work or funds for a period of time in excess of twenty-four (24) consecutive months.
 - 3. When an Employee fails to report to work from a layoff.
 - 4. If an Employee fails to report to three (3) consecutively scheduled shifts without notifying the Township.
- B. Employees unable to perform their regular duties because of a non-duty related disability and who are receiving disability benefits pursuant to the Township benefit plan, shall be placed on a leave of absence not to exceed twelve (12) months from the date of the injury or the commencement of the illness, and shall continue to accrue time for service ranking during said leave.

- C. Subject to applicable law, Employees unable to perform their regular duties because of a work-related disability qualifying for workers compensation shall continue to accrue service ranking time for the period they are receiving disability benefits from the time of onset of the disability or illness.

X LAYOFF AND RECALL

- A. The Township shall determine when a layoff or reduction in force is necessary and shall also determine when Employees will be recalled.
- B. Layoff and recall shall be by seniority.
- C. Employees shall be laid off in inverse order of their seniority date. Employees to be laid off shall receive as much advance notice as practical under the circumstances, but in no event less than thirty (30) working days' notice.
- D. The Township will continue payment of health insurance (medical, dental and optical) for the remainder of the month in which the Employee was laid off and for the succeeding month.
- E. Employees will be recalled in the reverse order of the layoff, provided the Employee is qualified to perform the available work. Notice of recall shall be sent to the Employee at his last-known address by overnight mail. The Employee will have fifteen (15) calendar days from the date of the letter recalling him/her to work to notify the Fire Chief that he/she desires to return to work. The Employee shall then have an additional seven (7) calendar days to return to work. If an Employee fails to notify the Fire Chief that he/she desires to return to work within the foregoing fifteen (15) calendar day period or if the Employee fails to report to work within the additional seven (7) calendar day period, the Employee shall be terminated as a voluntary quit. The Township may, in its discretion, grant an exception to the provisions of the preceding sentence based upon sufficient grounds.
- F. Layoffs/reduction in force hereunder shall not affect the Township's right to utilize paid-on-call fire fighters and/or volunteers for any purpose including as substitutes, to limit overtime and to perform any Fire Department work (except as provided in Article XXII(C)). However, there will be no layoffs/reduction in force of bargaining unit members for the duration of this Agreement.

XI OUTSIDE EMPLOYMENT

Employees must advise the Fire Chief, or designee, of other employment outside of Township service within thirty (30) days of effective date of this Agreement. Outside employment must not create a conflict of interest or require such hours per week or physical engagement that would hinder or negatively impact the performance of fire department duties.

Outside employment activities shall at no time interfere with the performance of any duties or with Fire Department operations.

Employee shall notify the Fire Chief, or designee, as to any injuries incurred during any “outside employment” prior to reporting to their next assigned shift. Failure to disclose an injury shall be subject to corrective action and may preclude Employee from further participation in Outside employment.

Employees shall not display any form of Fire Department identification during such employment nor tarnish the reputation of firefighting as a profession or the Oakland Township Fire Department.

XII OFFICER PROMOTIONS

A. The Township reserves the right to maintain a suitable command structure, as appropriate for department operations. In the event the Township determines an Officer position needs to be filled, that vacancy shall be posted for at least thirty (30) days at each operating fire station.

1. Lieutenant Qualifications:

- a) 3 years of service with the Oakland Township Fire Department. Township reserves right to evaluate experience outside the Oakland Township Fire Department on a case-by-case basis and apply towards this requirement.
- b) State of Michigan EMT or Paramedic license (in good standing).
- c) NFPA 1041 Fire Instructor I certification.
- d) NFPA 1021 Fire Officer I & II certification.
- e) Blue Card certification.
- f) ICS 100, 200, 700 & 800.
- g) No workplace discipline resulting in time off, in the last 2 years prior to testing.

2. Captain Qualifications:

- a) Qualifications of Lieutenant, plus the following
- b) 5 years of service with the Oakland Township Fire Department – at least 1 of which will be at the rank of Lieutenant. The Township reserves right to evaluate experience outside the Oakland Township Fire Department on a case-by-case basis and apply towards this requirement.
- c) NFPA 1021 Fire Officer III certification within 6 months of promotion.
- d) ICS 300 & 400 within 6 months of promotion.

3. Battalion Chief Qualifications:

- a) Qualifications of Captain, plus the following
- b) Must be a 56-hour (24-hour shift) Employee.

- c) 7 years of service as a Firefighter/Paramedic in the Oakland Township Fire Department – at least 1 of which will be at the rank of Captain. The Township reserves right to evaluate experience outside the Oakland Township Fire Department on a case-by-case basis and apply towards this requirement.
 - d) Incident Safety Officer (ISO) certification within 6 months of promotion.
- B. The final selection for the position shall be made by the Fire Chief, with approval from the Township. The Fire Chief shall select from the top two (2) qualified candidates, as determined by the highest passing test score. All candidates shall undergo the same evaluation(s) and selection process.
- C. Weighted scoring criteria:
 1. Points will be awarded as follows, unless otherwise determined by a third-party testing vendor:
 - a) 50 points – Oral interview
 - b) 30 points – Written test
 - c) 10 points – 1 point for each year of completed service with the Oakland Township Fire Department
 - d) 10 points – Fire Chief’s interview
 2. Oral interview: shall be conducted in a consistent manner for all candidates. Candidates will be evaluated in the areas of work history, scenario questions, and general knowledge. The candidates will be made aware of the points breakdown for each category at least fourteen (14) days prior to the interview. Oral board will consist of 3 interviewers of the Township’s choosing and should have no ties to candidates that would give an unfair advantage to that candidate.
 3. Written examination: shall be conducted in a consistent manner for all candidates. Categories of questions will be aligned directly to the position. Testing shall be administered by an independent third-party, with no ties to the Township, or any candidates.
 4. Years of service: 1 point for each year of full-time service with the Oakland Township Fire Department. The Township reserves right to evaluate experience outside the Oakland Township Fire Department on a case-by-case basis and apply towards this requirement.
 5. Fire Chief’s interview: candidates will be evaluated on individual aspects related to professionalism, knowledge, experience, and work performance, including, but not limited to teamwork, adherence to Department guidelines, performance on emergency scenes, and moral character.

- D. The selected Employee shall be on probation for six (6) months from the start date in the promotional position.
- E. All candidates may review their own test scores and challenge any questionable points given. Employee is entitled to a copy of their scores upon request. Passing candidates will be ranked in order of score. Rankings shall be posted at active stations within seven (7) days of testing/interview conclusion. In the event that points are contested, the Union President, or his/her designee reserves the right to review anonymous scores of all candidates and shall keep those scores confidential.
- F. Promotional eligibility lists shall expire one (1) year from the date of posting of rankings.
- G. In the event that only one (1) person is eligible for one (1) position, the Township reserves the right to forgo testing procedures as outlined above, provided that person meets all qualifications for that position, at the discretion of the Fire Chief.
- H. It is recognized that certain circumstances may necessitate altering of the time-in-rank requirements for each position. In that case, the Township reserves the right to forgo time-in-rank requirements, and the usual progression of ranks to fulfill operational needs.

XIII OFFICER and EMS STIPENDS

- A. Bargaining unit members holding an officer position will continue to receive their current rate of pay, as called for in this agreement. In addition, they will receive a stipend based on the promoted rank:
 - 1. Lieutenant: Four Thousand (\$4,000.00) Dollar annual stipend.
 - 2. Captain: Five Thousand (\$5,000.00) Dollar annual stipend.
 - 3. Battalion Chief: Seven Thousand (\$7,000.00) Dollar annual stipend.

Upon the conversion of all positions to 56-hour assignments by no later than March 31, 2024, a qualified Employee shall be selected by the Fire Chief to perform necessary EMS coordination duties, in addition to their regular 56-hour assignment. Stipend for EMS coordination shall be Nine Thousand (\$9,000.00) Dollars, pro-rated, annually.

- B. Stipends shall be prorated and will be issued in bi-weekly increments.

XIV VACATION

- A. Amount of Vacation: Vacation time will be granted to all Employees according to the amount of service time accumulated on their anniversary date of each year and credited as follows:

1. Day Employees

Date of Hire through Five (5) years	80 work hours (2 weeks)
After Five (5) years of service	120 work hours (3 weeks)
After Ten (10) years of service	160 work hours (4 weeks)

2. Shift Employees

Date of Hire through Five (5) years	120 hours (5 Shifts)
After Five (5) years of service	192 hours (8 Shifts)
After Ten (10) years of service	264 hours (11 Shifts)

- B. Accrual of Vacation: Vacation leave shall not accrue during an Employee's leave of absence. Vacation pay shall also be prorated for termination of an Employee due to retirement, permanent disability, resignation, death or leave. No vacation shall be credited or paid in the event of discharge.
- C. Credit of Vacation Leave: Vacation time shall be credited on January 1st of each calendar year. The amount credited will be based upon the length of service, as of the Employee's anniversary date that falls within the upcoming calendar year.
- D. Notification: In order to take a vacation, each Employee must provide a minimum of two (2) week notice to the Fire Chief, unless this requirement is waived by the Fire Chief.
- E. Incremental Use of Vacation Time: Vacation leave must be taken in full shift increments; Eight (8) hours for Day Employees and Twenty-Four (24) hours for Shift Employees. The use of vacation time in smaller increments may be approved in advance of use by the Fire Chief.
- F. Accumulation of Vacation Time: Day Employees will be allowed to carry over a maximum of Forty (40) hours of unused vacation time into the next calendar year. Shift Employees will be allowed to carry over a maximum of Seventy-two (72) hours of unused vacation time into the next calendar year.
- G. Vacation Leave and Holidays: If a holiday, as defined in this Agreement, falls within an Employee's vacation leave period, the holiday shall not be counted as a vacation day unless the Employee was scheduled to work on the holiday.

XV HOLIDAYS

- A. The Township shall recognize the following holidays:

New Year's Eve
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day

Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

- B. Day Employees shall be granted time-off from work with eight (8) hours of regular pay for those days listed as recognized holidays. If the listed holiday falls on a Saturday, Day Employees shall receive the regular workday immediately preceding the holiday off with pay. If the holiday falls on a Sunday, Day Employees shall receive the next regularly scheduled workday off with pay.
- C. Shift Employees shall be paid Five Thousand (\$5,000.00) Dollars per year for holidays. This "Holiday Pay" shall be paid in two lump sum payments, ½ on the first payday in June and ½ on the first payday in December. These "Holiday Pay checks" shall be issued as a separate payment and not incorporated into the regular paychecks. Personnel will receive no other compensation or premium pay in addition to their regular rate of pay for working holidays. Lump sum holiday payments shall be excluded from gross pay for the purposes of calculating contributions to retirement or other Township savings plans.

XVI SICK/PERSONAL LEAVE DAYS

- A. Sick/Personal Leave will be credited on January 1st of each year. Day Employees shall receive ninety-six (96) hours of Sick/Personal Leave time per calendar year and Shift Employees shall receive one hundred forty-four (144) hours of Sick/Personal Leave per calendar year.
- B. Personal Leave time shall be scheduled with the Fire Chief or designate, in advance of the leave date, if possible. Sick/Personal Leave time shall be used in increments of not less than two (2) hours.
- C. At the end of the year, Shift Employees may choose to be paid for up to fifty-six (56) hours of unused Sick/Personal leave. These hours will be paid at the Employee's applicable straight time rate.
- D. Employees may accumulate unused Sick/Personal Leave hours in a "Sick Bank" for use in case of extended illness or injury with the understanding that, upon termination of employment, the Employee will receive payment for those accumulated, unused sick/personal hours according to the hourly rate in effect for that Employee at the time of termination. Compensation for such accumulated hours will be accounted for by the Township in individual escrow accounts and will be audited annually. The maximum number of hours to be accumulated for extended illness shall be one hundred sixty (160) hours for a Day Employee or two hundred forty (240) hours for a Shift Employee.

XVII FMLA, VETERANS AND MILITARY LEAVES OF ABSENCE

- A. An Employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with applicable law.
- B. Leaves of absence shall be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves. Applications for leaves of absence for such purpose must be made as soon as possible after the Employee's receipt of his orders or schedules.
- C. The FMLA policy will be located within Departmental Policy book. The Township shall change the FMLA policy to comply with changes in the law (statute, regulations, and court decisions) with regards to this Policy. All changes will be provided to the Union at least 30 days prior to implementation.

XVIII BEREAVEMENT LEAVE

- A. In the event of the death of an Employee's immediate family member, a Day Employee shall be granted a leave of absence with pay for a period not to exceed three (3) consecutive workdays. A Shift Employee shall be granted a leave of absence with pay for a period not to exceed two (2) consecutive shifts, unless the funeral day falls within the Employee's ninety-six (96) hour off-shift period, in which case the Employee will be granted a leave of absence for a period of one (1) shift.
- B. An immediate family member shall be defined as the Employee's mother, father, sister, brother, spouse, daughter, son, grandchild, grandparent, current mother/father-in-law, daughter/son-in-law, stepmother, stepfather, stepchild, or a relative residing in the Employee's home.

XIX JURY DUTY AND COURT APPEARANCE

- A. An Employee called for jury duty, will continue to receive their regular hourly rate for all hours in jury service, provided that the Employee remits the jury service fee to the Township. Employees shall notify the Fire Chief of any notice of jury duty, upon receipt of notice. Employees selected for jury duty and released during their regularly scheduled shift shall be required to return to work to complete assigned shift.
- B. If an Employee is subpoenaed to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during the scheduled working hours of such Employee, the Employee shall be compensated from the time the Employee leaves the Fire Station for his/her court appearance until the time the Employee returns to the Station. An Employee may leave for his/her court appearance from his/her home, provided it is more economical for the Employee and the Township to have him/her do so. This Section shall be limited to court appearances and shall not be applicable to an appearance in any arbitration, administrative agency proceeding or other proceeding. The Employee

shall provide the chief with a copy of the subpoena and subpoena fee as soon as possible after receipt of same. The Employee shall endorse any check or subpoena fee to the Township. This Article shall be inapplicable to any claim brought by an Employee/Union against the Township.

XX HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

- A. Health Insurance. The Township shall provide and pay one hundred (100%) percent of the premium costs for each full-time Employee and the Employee's eligible dependents enrolled in the Township health insurance plan.

For the medical plan year following 2024, the Employer and Employee will share the costs for Hospitalization and Medical insurance premium contributions in accordance with PA 152 as follows.

1. **Opt-Out Election.** If the Township elects to opt-out of PA 152, the Union and the Employer agree to maintain status quo as it pertains to health care premium sharing.
 2. **Hard Cap Limits.** If the Township does not adopt an alternative option to comply with PA 152, the statutory hard caps will apply. Health care premium contributions will be paid by Employer up to the limit imposed by the hard cap for the aggregate of all Township Employees. Premium costs in excess of the allowable hard cap shall be paid by Employees, respective to their selected health care plan, through payroll deduction.
 3. **80/20 Cost Sharing Model.** If the Township adopts an 80/20 cost sharing model for a medical coverage plan year, Employees who elect health insurance coverage will be required to pay twenty (20%) percent of the annual premium cost via payroll deduction. The Township will contribute up to the statutory-maximum amount of 80%. In the event the default hard cap or 80/20 cost-sharing model is used, the Township shall modify the HCSP so that an additional one (1%) percent contribution is made by the Township on behalf of health plan enrolled Employees. The Union shall be permitted to change its required Employee contribution from two (2%) percent to a percentage to be determined by the union. The Township contribution shall be capped at three (3%) percent.
- B. Health Saving Account. The Township will make an annual contribution of three thousand two hundred (\$3,200.00) dollars to each full-time Employee's Health Savings Account (HSA) who currently accepts two-person or family health insurance coverage. The Township will make an annual contribution of one thousand six hundred (\$1,600.00) dollars to each full-time Employee's Health Savings Account (HSA) who currently accepts single person health insurance coverage. In addition, the Township will match, on a 1:1 basis, any contribution made by the Employee through payroll deduction into their HSA account. The Township's maximum match contribution will be five hundred (\$500.00) dollars for a full-time Employee with two-person or family coverage and two hundred fifty (\$250.00) dollars for a full-time Employee with single person coverage.

In the event the default hard cap or 80/20 cost sharing model limit the Township's allowable aggregate contributions, the Employer shall adjust its HSA contribution to ensure compliance with PA 152 limitations.

HSA contributions, both standard and matching, will be made by the Township the pay period prior to the start of the health insurance plan medical benefit year. The matching contribution will be calculated for Employee contributions made within the previous 12 months.

- C. Healthcare Cash Opt-Out. An Employee may elect to waive health coverage under the Township's health insurance program. The Township will pay each such Employee an amount equal to up to 50% of the cost of individual medical benefit plan. Opt-out payments shall be subject to all standard deductions and withholdings. Opt-out payments shall not be included while calculating annual salary for purposes of determining contributions.
- D. Group Dental Insurance. The Township shall pay all premium costs for each eligible full-time Employee and the Employee's eligible dependents enrolled in the Township dental insurance plan.
- E. Vision Insurance. The Township shall pay all premium costs for each eligible full-time Employee and the Employee's eligible dependents enrolled in the Township vision insurance plan.
- F. Life Insurance. The Township shall provide and pay one hundred (100%) percent of the premiums for life insurance coverage in the amount of fifty thousand (\$50,000.00) dollars to all its full-time Employees. The Township, in its discretion, may change insurance carriers, policies, or become self-insured, provided the benefit amount remains the same.
- G. Disability Insurance. The Township shall provide and pay one hundred (100%) percent of the premiums for, both short- and long-term disability insurance for its full-time Employees. Short-term coverage begins after thirty (30) days of illness or injury and provides up to sixty (60%) percent or a maximum of one thousand (\$1,000.00) dollars in weekly benefits. This coverage lasts ninety (90) days, after which long-term disability insurance takes over the same rates with a maximum of \$6,000 per month for a period extending to age sixty-five (65) if the Employee is less than age sixty (60). A schedule for those from sixty (60) and over is provided in the policy. The Township pays one hundred (100%) percent of the premiums.
- H. Line of Duty Death Insurance. The Township shall provide and pay one hundred (100%) percent of the premiums for a Line of Duty Death policy in the amount of five hundred (\$500,000.00) dollars.
- I. Accident and Health Insurance Policy. The Township shall provide and pay one hundred (100%) percent of the premiums for the Provident Emergency Services Accident and Health policy covering each member.

- J. The Township shall have the right to change life, disability, health (including dental, vision, and accident) carriers, plans, or to become self-insured. Coverage and provider network is to remain substantially equivalent and the insured amounts and deductibles identical. The Union shall be notified in writing at least sixty (60) calendar days prior to any change in provider, plan, or change to self-insured status.
- K. Employees are not entitled to any insurance benefits upon final separation of employment, with the sole exception of layoff (See, Article X(D)).

XXI RETIREMENT

- A. The Township will provide full-time Employees with retirement benefits through a defined contribution plan.
- B. The Township will make contributions on behalf of each eligible Employee in the amount of thirteen (13%) percent of gross wages. Gross wages shall be defined as all regular and overtime hours worked. Gross pay shall not include any lump sum payments (i.e., holiday pay, health insurance opt-out cash payments, reimbursements, food allowance, stipends, longevity, etc.)
- C. The Township shall make available to all full-time Employees a deferred compensation plan created in accordance with Internal Revenue Code §457.
- D. Township contributions to the Employee’s retirement account will be made on a monthly basis and reflected on the Employee’s pay stub or by similar report for reconciliation purposes.
- E. The Township shall establish a healthcare savings plan (HCSP) and shall contribute two (2%) percent of Employees annual gross wages to such plan. Employees shall also contribute two (2%) percent of wages to the HCSP. Contributions made by Employees shall immediately vest. As permitted under the plan guidelines, current bargaining unit members shall have immediate vestiture in Township contributions. Members hired after September 1, 2022, shall have vesting rights in Township contributions at twenty percent (20%) each year and shall be fully vested after five (5) years of continuous service.

XXII UNIFORMS AND EQUIPMENT

- A. Upon being employed by the Department, the following required uniforms and equipment will be provided by the Township through a “quartermaster” or replacement system and initially issued to new Employees.

- Pants
- Long Sleeve Dress Shirts
- Short Sleeve Dress Shirts
- Polo Duty Shirts
- T-Shirts

Sweatshirts
Belt
Tie
Jacket
Boots or Shoes
Other necessary equipment to perform fire-fighting duties.

- B. The Township shall provide additional clothing and equipment on a replacement basis. The clothing and/or equipment that needs to be replaced must be turned in with evidence that normal care was given to the clothing and/or equipment and that replacement is necessary. That determination will be at the sole discretion of the Fire Chief or their designee.
- C. The Township will pay for laundry and dry cleaning of uniforms.
- D. Employees who leave the employment of the Township shall return all clothing, equipment and badges purchased by the Township, except boots/shoes, pants, and T-shirts.

XXIII PLATOON SELECTION AND TRADE TIME

- A. Shift Employees may voluntarily trade shifts under the following conditions:
 - 1. The request for a trade of a shift must be authorized by the Fire Chief or his designee.
 - 2. Trades shall be limited to only two (2) shift Employees, unless authorized by the Fire Chief.
 - 3. Trade of shifts shall be limited to Employees that are qualified and have license/certification to perform the assigned duties.
 - 4. The Township shall not assume any responsibility for any time lost to any member due to trades in shifts.
- B. Shift Employees may select platoon/station assignments as follows:
 - 1. On January 1st of odd numbered years a new choice of platoon/station assignment may be made based on service ranking. Any Shift Employee that wants to request a platoon/station change shall submit a letter indicating their desire to the Fire Chief no later October 15.
 - 2. The Fire Chief shall maintain the right to assign personnel to a platoon/station under valid circumstances (e.g., conflicts between personnel, the need for more experienced personnel on a platoon); such changes shall occur only after personnel have been provided with a thirty (30) day notice.

XXIV WAGES AND OVERTIME

- A. Each full-time member of the bargaining unit shall receive an annual wage increase as follows (also see Appendix A):
- a. 5% (five percent), effective on April 1, 2022
 - b. 4% (four percent), effective April 1, 2023
 - c. 3% (three percent), effective April 1, 2024
 - d. 3% (three percent), effective April 1, 2025.
- B. Payment of Wages and Overtime: Employees are paid for a two (2) week pay period, which begins on a Monday at 0700 hours and ends Monday at 0700 hours. Paychecks will be issued on the Friday following the end of the pay period.
1. Day Employees: Day Employees are paid overtime compensation after 40 hours worked in a 7-day work period, in accordance with the Fair Labor Standards Act (FLSA).
 2. Shift Employees: Shift Employees will be compensated at straight time to a maximum of 106 hours per two (2) week pay period. All scheduled and unscheduled hours in excess of the Employee's regularly scheduled shifts will be paid at one and one-half (1 ½) time the Employee's then current regular hourly pay.
 3. Used Vacation, Sick/Personal, and Sick Bank hours will be counted as hours worked for purposes of calculating overtime.
- C. Any vacancy on a 24-hour shift created by the absence of a bargaining unit member shall first be offered to full-time bargaining unit members and filled by order of the overtime call back procedure. In the event a bargaining unit member does not volunteer for the vacancy a paid-on-call or part-time Employee of the Fire Department may be utilized.
- D. Call Back: Bargaining team members who are off shift shall be eligible to come back for structure fires and for calls during which additional manpower has been requested and dispatched. Any such hours worked will be paid at the overtime rate.

XXV LONGEVITY AND RETENTION

Full-time Employees shall be awarded certain lump sum payments in recognition of tenure with the Fire Department. After five years of completed service, an Employee shall receive an annual lump sum of one hundred twenty-five (\$125.00) dollars for each year of full-time service. Employees shall receive an additional one hundred twenty-five (\$125.00) dollars each year thereafter for each year of completed service, up to a maximum of \$2000. (Appendix B). Payments shall be issued the first pay period in November, effective 2022. Longevity payments shall not be

included in calculating contributions to any Township investment or savings plans and shall be excluded from gross pay.

XXVI FOOD REIMBURSEMENT

Actively working bargaining unit Employees shall receive a food reimbursement in the amount of seven hundred fifty (\$750.00) dollars per year, payable by separate check during the first pay period in January. Reimbursement shall be prorated based upon regular hours worked in the prior year. An Employee on leave of absence may receive pro-rated allowance upon return to work from leave.

XXVII NO-STRIKE/NO-LOCKOUT CLAUSE

- A. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any Member of the Union take part in any strike, sit down, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Township of any kind for any reason, including a labor dispute between the Township and any other labor organization.
- B. The Union agrees that it (and its officers) will take prompt, affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the Township by notifying the Employees and the public, in writing, that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all Employees who instigate, participate in or give leadership to any of these acts.
- C. During the life of this Agreement, the Township shall not lockout any Employees as a result of a labor dispute.

XXVIII GENERAL

- A. Employees who are authorized in advance to use their personal vehicles for Township business shall be reimbursed for each mile driven on Township business. Said reimbursement shall be at the rate of mileage established by the Internal Revenue Service and shall not exceed the mileage charged for Township non-emergency vehicles.
- B. The Township shall procure a policy(ices) of liability insurance in the event a lawsuit is filed against an Employee for injuries to persons or property caused by the Employee while acting within the scope of his or her authority. The Township (and/or the insurance carrier) may compromise, settle and pay the claim before or after the commencement of a civil action.

It shall be the responsibility of the Employee to immediately notify the Township when the Employee is served or otherwise receives any lawsuit commenced against the

Employee which is in any way related to his/her duties as an Oakland Township Employee. Failure to promptly notify the Township of service of a lawsuit will result in loss of insurance coverage for the Employee for that claim(s).

- C. The parties understand, acknowledge, and agree that the Township has the right and discretion to hire part-time fire fighters. However, should the Township elect to do so, the Union reserves the right to negotiate over the impact of such decision.
- D. In accordance and as required under the Public Employment Relations Act (MCL 423.215(7)), this provision recognizes the authority of an emergency manager to reject, modify, or terminate the collective bargaining agreement, as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

XXIX SAVINGS AND SEPARABILITY

If any Article or section of this Agreement, or supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the Parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or section.

XXX ZIPPER CLAUSE

This Agreement constitutes the final understanding of the Parties as to every issue that was or could have been the subject of bargaining during these negotiations. Neither party shall be required to bargain with the other during the course of this Agreement, except as elsewhere provided in this Agreement.

The parties to this Agreement recognize that under the Special Conference provision, modifications to this contract can be made by the mutual agreement of both parties.


Any provision of this Agreement reopened shall remain in full force and effect until such time as an agreement is reached on replacement language.

XXXI RATIFICATION AND TERMINATION

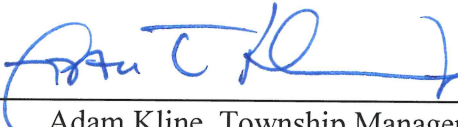
This Agreement shall be effective and shall be in full force and effect following Union ratification and formal approval by the Oakland Township Board of Trustees. This Agreement shall remain in full force and effect until **March 31, 2026**, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this agreement.

OAKLAND TOWNSHIP FIRE FIGHTERS
UNION, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 4918

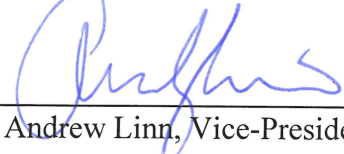
CHARTER TOWNSHIP OF OAKLAND

By: 


Scott Rosati, President

By: 

Adam Kline, Township Manager

By: 

Andrew Linn, Vice-President

By: 

Lou Danek, Administrative Fire Chief

Dated: 10/12/22

Dated: 10/12/2022

APPENDIX A

Wages:

- A. Each full-time member of the bargaining unit shall receive an annual wage increase:
 - a. 5% (five percent), effective on April 1, 2022
 - b. 4% (four percent), effective April 1, 2023
 - c. 3% (three percent), effective April 1, 2024
 - d. 3% (three percent), effective April 1, 2025.

- B. The Township retains the right, in its sole discretion, to start a new Shift Employee at the 1-year or 2-year wage rate, if desired for recruitment purposes.

	<u>4/1/2022</u>	<u>4/1/2023</u>	<u>4/1/2024</u>	<u>4/1/2025</u>
	<u>5%</u>	<u>4%</u>	<u>3%</u>	<u>3%</u>
New Shift Employee	\$19.85	\$20.64	\$21.26	\$21.90
After 1 year employment	\$23.21	\$24.14	\$24.86	\$25.61
After 2 years employment	\$26.44	\$27.50	\$28.33	\$29.18
EMS Coordinator	\$42.99	\$44.71	\$46.05	\$47.43

APPENDIX B

Longevity:

Full-time Employees shall be awarded certain lump sum payments in recognition of tenure with the Fire Department. After five years of completed service, an Employee shall receive an annual lump sum of \$125 (one-hundred-twenty-five) for each year of full-time service. Employees shall receive an additional \$125 (one-hundred-twenty-five) each year thereafter for each year of completed service, up to a maximum of \$2000. (Appendix B). Payments shall be issued the first pay period in November, effective 2022. Longevity payments shall not be included in calculating contributions to any Township investment or savings plans and shall be excluded from gross pay.

Years of Service Completed	Longevity Payment
5	\$ 500.00
6	\$ 625.00
7	\$ 750.00
8	\$ 875.00
9	\$ 1,000.00
10	\$ 1,125.00
11	\$ 1,250.00
12	\$ 1,375.00
13	\$ 1,500.00
14	\$ 1,625.00
15	\$ 1,750.00
16	\$ 1,875.00
17+	\$ 2,000.00