Packet May 23, 2024, Township Board Special Meeting

Tentative Agreement

The parties agree to status quo on current contract language, except:

- 1. Art. 1 Purpose and Definitions—outline in subsec. 2
- 2. Art. 2 Coverage Delete
- 3. Art. 6, Sec. 2 Released Time. Amend to provide that the "President of the Union or designee shall be afforded...
- 4. Art. 8 Management Rights Provisions, Section 11 (Snow Plowing). Amend to read:

 Snow Removal
 - A. The Township may require on-duty employees to plow snow, shovel, or salt at the Township Hall prior to scheduled public meetings.
 - B. The Township may require firefighters to plow snow, shovel, or salt at/near fire hydrants, water points, and fire stations.
 - C. At all times, on-duty Firefighters' primary responsibility shall be fire suppression and response to emergency medical runs and other safety issues.
- 5. Art. 11, Sec. 1 (Rotation) Add "The parties may convert to a 48/96 schedule upon mutual agreement."
- 6. Art. 11, Sec. 4 Trading of Days

An employee shall be permitted to voluntarily trade, within rank, work or leave days in whole or in part, with another employee. Trading employees will be responsible for assurance that they possess departmental abilities to fill in for each other. The parties agree that lieutenants may trade with acting officers. All traded time shall be repaid with time. If an employee does not report for a trade, their personal, sick, or vacation time will be reduced by the length of the shift; if that individual does not have any paid leave available, the individual for whom they were covering must cover the day themselves or with their own paid leave. Employees shall not be permitted to purchase for value or to contract the services of another to provide coverage of any assigned shift. The Township shall not be liable for any additional wage or overtime obligation as a consequence of employees trading time. Trading of time will not be allowed during periods of pre-scheduled mandatory training. Trading of time will only be permitted during an employee's probationary period if approved in advance by the Chief. Trading of time will also only be permitted if the staff scheduled to work after the trade would hold the required licenses at each station to maintain the current level of emergency medical service provided by the Township. For example, trading will be permitted if the remaining scheduled staff at each station, part-time or full-time, hold these required licenses.

- 7. Art. 11, Sec. 5 Coverage of Absences. Rename and replace current section, in full, to read:
 - A. The Fire Chief shall have the discretion to determine whether to fill uncovered shifts based on rank and/or EMS licensure of need. The Township must be able to staff and operate one primary ALS unit so long as the Township continues to provide ALS service within the

Township. The Department may either hold over or call in an employee to work mandatory overtime to accomplish this objective.

B. Overtime List.

- 1. The Department will maintain an overtime list. The employee with the least amount of overtime worked will be at the top of the list. New employees who are cleared to work scheduled shifts are placed at the top of the overtime list upon receiving that clearance.
- 2. The list shall reset each January 1, based on seniority until overtime has been logged.
- 3. An employee who works overtime (voluntarily or by mandate) will be moved to the bottom of the list.

C. Voluntary Overtime Procedure:

- 1. If the Chief determines to fill a vacant shift, Chief (or their designee) will first notify all employees via the scheduler of the specific shift and the timeline to respond to accept the overtime opportunity. Employees may volunteer for uncovered shifts by responding accordingly on a first come, first serve basis. If more than one person responds, the shift will be assigned to the employee at the top of the overtime list, unless the (a) the responding employees have equal hours of overtime, in which case seniority will control, or (b) the vacant shift requires a specific license, in which case licensure will control.
- 2. If a shift to be filled remains vacant after following the above procedure, appropriately licensed paid-on-call or part-time staff may be offered the opportunity to fill a vacant shift prior to mandating full-time employees.
- 3. If a shift becomes available within 2 hours of the shift start, the employee voluntarily covering the overtime will receive double time.

D. Mandatory Overtime Procedure.

- 1. All full-time employees are subject to mandatory overtime and will make every reasonable effort to comply with the work schedule, including mandatory overtime for all or part of a shift. Employees that do not fulfill their mandatory overtime obligation shall be subject to disciplinary action.
- 2. Overtime shall generally be equalized within rank and/or EMS licensure and based on overtime hours worked.
 - a. Reasonable efforts shall be made to contact the employee at the top of the overtime list by telephone and text message. If an employee does not answer or acknowledge the overtime opportunity or mandate, the next person on the list will be called and the same procedure followed.

- b. If a paramedic is required to staff the ambulance, non-paramedic employees may be skipped, but will not otherwise lose their place on the overtime list.
- c. If rank and licensure is not the determining factor and employees have equal hours of overtime, seniority will determine who is selected.
- 3. Employees who are mandated to work overtime will be guaranteed a minimum of three hours and receive double time for hours worked as mandated overtime.
- 4. The parties agree that their intent is that employees who have not had at least 24 hours off after a regularly scheduled 48-hour shift will not be subject to mandatory overtime. However, if there is no other volunteer for overtime or other individual eligible to be mandated, that employee can be mandated to work the overtime.
- 5. If the employee at the top of the list is already on shift, they shall be skipped, unless no other employee is available to be mandated. In that case, the employee may be held over up to 12 hours of overtime.
- 6. Exclusions From Mandatory Overtime. If an employee meets the following criteria, they may not be called for mandatory overtime and shall be skipped while holding their place in the rotation:
 - a. An employee in orientation not cleared to work regularly scheduled shifts.
 - b. An employee on previously approved leave for mandatory training.
 - c. An employee on jury duty or attending a court appearance or deposition is not subject to mandatory overtime.
 - d. An employee subject to a court-ordered custody arrangement may be skipped where the employee demonstrates all other reasonable efforts to comply with the work schedule (including mandatory overtime) have been taken.
 - e. An employee who is personally ill or tending to the illness of a dependent child may be skipped where the employee demonstrates all other reasonable efforts to comply with the work schedule (including mandatory overtime) have been taken.
 - f. An employee under the influence of alcohol shall be given a minimum of 8 hours to become of sound mind before reporting for their shift.
 - g. An employee on scheduled pre-approved leave or trade will not be subject to mandatory overtime until their next scheduled shift, provided that the time off or trade was scheduled at least seven (7) days in advance.
 - h. Unless a catastrophic event has been declared, an employee who has worked 60 consecutive hours (including regularly scheduled time and holdover or

mandatory overtime) will not be ordered in for mandatory overtime and will be guaranteed 24 hours off.

8. Art. 12 Promotions. Change to one-year probationary period for new officers.

9. Art. 14, Sec. 2 Acting Fire Chief. Replace Section 2 as follows:

The Chief, or (in the Chief's absence), the Township Supervisor, may designate an Acting Chief. If an Acting Chief is designated for a period of 30 days or more, the Acting Chief shall work a 40 hr/wk, at a rate of \$40 per hour.

10. Art. 15 (Residency). Delete

11. Art. 16 Grievance Procedure. Amend:

- Section 2, final sentence: replace with "timelines for response may be extended by mutual agreement."
- Section 3: replace reference to U.S. Mail with additional option of e-mail to Township addresses
- Section 4: Attorneys to clean-up and address list of arbitrator names.

12. Art.18, Sec. 2 Probation. Amend to read.

A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period. The probationary period may be extended up to six (6) months at the discretion of the Fire Chief without further recourse and additionally extended by mutual agreement of the Fire Chief and Union thereafter. During the probationary period the employee may be disciplined or discharged without further recourse but the Township must provide written notice of any discipline or discharge of a probationary employee. After the probationary period, the employee shall be given seniority status in the Fire Department, retroactively dating back to the last date of hire.

13. Art.18, Sec. 3 Delete.

14. Art.18, Sec. 5 Promotion out of Bargaining Unit. Amend to read:

Any employee who is promoted out from the bargaining unit to another position within the Fire Department shall retain but not accumulate more seniority. An employee who fails to qualify for the performance expectations of the new job within 1 calendar year in a higher position in the Fire Department which is outside the bargaining unit, shall be returned to his former position without loss of seniority.

15. Art. 19 Dual Employment. Parties agreed to amend to read:

<u>Section 1 - Criteria</u>: Employees may engage in dual employment which does not interfere with their employment with the Township under the following conditions:

- A. The employee notifies the Fire Chief in writing of his/her intent to begin outside employment. The notice must be given at least one (1) week in advance of starting work and must include the name and address of the employer, the anticipated hours worked and a brief description of the nature of the job. The employee shall provide such reasonable additional information as necessary for the Fire Chief to evaluate the applications, based upon the factors described in subsections (B) and (C).
- B. The Fire Chief will evaluate the application based upon the following factors:
 - 1. The second job would put the Township's reputation in disrepute or expose it to liability.
 - 2. There is a potential conflict of interest.
- C. If, during a trial period of six (6) months, the Fire Chief determines the second job causes:
 - 1. The employee to be exhausted to the point that it affects his/her regularly scheduled work at the Fire Department.
 - 2. An impact to the employee's regular duty, special assignments or training.
 - 3. The employee's performance to negatively impair the effectiveness and the operation of the Fire Department.

Then the Fire Chief will notify the employee that dual employment is not approved. If there is no problem with any of these factors, the Fire Chief will so notify the employee and the employee may accept the job.

<u>Section 2 - Conflict with Criteria</u>: If there is a conflict with any of these factors, the Fire Chief shall meet with the employee to discuss a modification of the application to address his concerns. No rejection of any application may occur prior to such meeting. If the request is rejected, the employee may request a meeting with the Township Personnel Committee and Fire Chief.

Section 3 - Trial Period: Upon completion of the six (6) month trial period, the Fire Chief shall review the employee's outside job on an annual basis, according to the factors and procedures described in this Article. The Township may discipline an employee according to Article 20 if there is a performance issue related to the outside job.

16. Art. 21 ALS Certification. Amend to read:

Section 1 - Certification Requirements: The Township reserves the right to establish the minimum qualifications (firefighting certification and Basic or Advanced Life Support certification) for new hires. Employees must maintain their certification and licensure as a condition of continued employment and failure to do so shall constitute just cause for termination of employment, which is not subject to the grievance procedure.

Section 2 - Firefighters Employed by the Township Before January 5, 2018: All Firefighters employed by the Township as of January 5, 2018 shall retain their Basic Life Support certification as a condition of employment. If such an employee obtains an ALS certification, that employee must maintain the ALS license as a condition of employment.

If such an employee elects to pursue and does achieve State of Michigan paramedic licensure, the Township will reimburse the employee for the cost of the paramedic class and test requirement in accordance with Subsection 3(C) and (D) of this Article.

Section 3 - Employees Hired On or After January 5, 2018

- A. Any employee hired on or after January 5, 2018, who does not possess paramedic licensure shall, as a condition of continued employment, successfully complete a paramedic program and, within 1 year of completing the paramedic program, achieve State of Michigan paramedic licensure. The employee will attend class on their own time, however release time will be granted if the class is scheduled to occur while on duty.
- B. Failure to achieve State of Michigan paramedic licensure within the specified time shall constitute just cause for termination of employment, which is not subject to the arbitration.
- C. The Township will reimburse the employee for the cost of the paramedic class and test requirement upon receipt of proof of State of Michigan paramedic licensure if the employee executes a reimbursement agreement and promissory note prepared by the Employer.
- D. The employee is responsible for repayment of the Township's reimbursement costs as follows if the employee fails (for any reason) to complete three years' of employment with the Township after obtaining all the required certifications.
 - 1. Less than one complete year: repay 100%
 - 2. More than one year, but less than two completed years: repay 50%
 - 3. More than two years, but less than three completed years: repay 25%
- E. Time limits described in this section may be extended upon mutual agreement of the Fire Chief and Union.

Section 4 - Training: The Township shall pay for any work time and registration fees for mandatory training required for continuation of BLS-related or ALS-related certification. Training shall be conducted wherever possible on-duty during the employee's regular scheduled hours, as determined by the Fire Chief. The Township shall also provide transportation for off-site training. If, in the Fire Chief's discretion, transportation is not reasonably available, the Township shall reimburse the employee for documented mileage.

The Township shall pay for any work time and registration fees for optional training requested by the employee which is approved in advance and in writing by the Fire Chief. If such training cannot be conducted on duty during regularly scheduled hours, the Township shall provide transportation to the off-site training.

17. Art. 22 Vacation. Amend article as follows:

Section 1 - Vacation Scale: Vacation hours will be allocated each calendar year.

[maintain current vacation scale]

<u>Section 2 - Vacation Carry-Over</u>: Vacation may not be carried over to the next calendar year, unless the Fire Chief denies a vacation request due to operational needs.

Section 3 – Annual Vacation Buy-Back: Employees shall be allowed to sell back up to one hundred twenty (120) hours of vacation in December of each year, at their base hourly rate in effect at that time.

Section 4. Vacation Payout Upon Separation of Employment. Employees who are terminated are not eligible for any payout of accumulated but unused vacation hours.

Employees who resign or retire may receive payout of accumulated but unused vacation hours as follows: buy-back at 50% cash payout or 100% payout into HSA or 457(b) account.

<u>Section 5.</u> Employees shall not use vacation in the last month before resignation or retirement, unless approved by the Fire Chief in his reasonable discretion.

18. Art. 23 Sick Leave and Personal Leave. Amend to read as follows:

Section 1. Credited Leave Time:

- A. Employees hired on or after April 1, 2024 shall be granted 72 hours of sick leave upon hire. Thereafter, their entitlement to sick and personal leave is governed by subsection B.
- B. Each calendar year after completing 1 year of employment, employees shall receive forty-eight (48) hours of sick leave and forty-eight (48) hours of personal time.

Section 2. Carry-Over: Sick and personal leave may be carried over to the next calendar year.

Section 3. Payout Upon Separation of Employment. Employees who are terminated are not eligible for any payout of accumulated but unused sick and personal hours. Employees who resign or retire may receive payout of accumulated but unused sick and personal hours as follows: buy-back at 50% cash payout or 100% payout into HSA or 457(b) account.

<u>Section 4</u>. Employees shall not use sick and personal time in the last month before resignation or retirement, unless approved by the Fire Chief in his reasonable discretion.

19. Art. 24 Holidays. Amend to read:

<u>Section 1 - Holiday Pay</u>: If an employee works on a Township-recognized holiday, he/she shall receive 2 times their regular pay. If an employee does not work on a Township-recognized holiday, he/she shall receive eight (8) hours pay for that day. Township-recognized holidays are as follows:

New Year's Day	Veterans Day		
Presidents Day	Thanksgiving Day		
Easter	Day After Thanksgiving		
Memorial Day	Christmas Eve		
Independence Day	Christmas Day		
Labor Day	New Year's Eve		

A "holiday" shall be defined as starting at 7:00 a.m. on the day of the holiday (example: Easter starts at 7:00 a.m. on Easter Sunday).

20. Art. 26 Bereavement Leave. Add "half-sibling" to definition of immediate family.

21. Art. 29 Employee Health and Wellness.

- Update references to personnel policies (Sec. 1)
- Delete Light Duty Provision (Sec. 3)

22. Art. 30 Uniforms. Amend in full to read as follows:

<u>Section 1. Standard Uniform</u>: Upon hire, employees shall be provided uniforms and equipment as determined by the Fire Chief, to include at least:

3 De00p0't short sleeve t-shirts 1 belt 2 Dep't polos 1 ball cap

1 Dep't duty shirt Dep't-approved Fitness shorts

2 pairs of Dep't approved pants or 1 winter parka

shorts \$150 boot/shoe allowance

The Township retains the right to modify the required uniforms and equipment.

Section 2. Uniform Allowance. During April of each year, each employee shall be credited with a uniform account to replace existing uniforms of Four Hundred Dollars (\$400.00). Any unused money in the account as of March 31 of the following year shall revert back to the Township. New hires shall be credited with the regular annual uniform account on April 1st of the year the employee has worked at least twelve (12) consecutive months for the Township as a full-time employee. All purchases from the employee's account require the prior approval of the Fire Chief or his designee. Employees are required to pay the amount of any purchase that exceeds the annual uniform allowance. Upon termination of employment, any unused money in the account shall revert back to the Township.

<u>Section 3. Return of Uniforms and Equipment.</u> All uniform and equipment provided by the Township, including any uniforms purchased through the uniform account, shall remain the property of the Township. Upon separation of employment, the employee shall return all such uniforms and equipment, except that boots or shoes or other uniform components without Department insignia may be retained, unless otherwise directed by the Fire Chief.

23. Art. 32 (Wages) Amend to read as follows:

Section 1. Wages. Straight-time hourly wages for employees are set forth in Appendix A of this Agreement. In addition:

- A. Acting Officer. Employees serving as an acting officer in the absence of the Lieutenant will be compensated at the equivalent probationary rate for the Lieutenant in their classification (EMT or Paramedic) for the hours worked as an Acting Officer.
- B. EMS Training Officer and Fire Training Officer: \$1,000, paid each December to the individual assigned by Chief, in Chief's discretion, to serve in that role.

Section 2. Lateral Hire. The Township may, in its sole discretion, based on (but not limited to) experience, education, or training, place a newly-hired employee at any step on the wage scale for the classification.

Section 3. Change in Classification. An employee who is promoted or re-classified to a higher job classification will be placed at the lowest step in the wage scale of the promoted position which provides for an increase in base wage. Advancement in the wage scale thereafter shall be annual until the employee's wage reaches the last step in the wage scale for the classification.

Section 4. Township Resident/ALS Bonus. Township residents with ALS certification shall receive a \$2,500 annual bonus, payable bi-weekly (\$96.15 per pay period) on a pro-rated basis, based on full months actually worked in which the employee was a Township resident for the entire month. For example, an eligible employee would receive payment in April if he/she were an active employee and a Township resident for all of March. The employee shall provide proof of Township residency to the Fire Chief and the Township, at the beginning of eligibility for the bonus and subsequently upon the request by the Fire Chief.

<u>Section 5. Hazard Pay.</u> If an employee is deployed for 24 or more consecutive hours for a MABAS request outside of Grand Traverse County, Leelanau County, Antrim County, and Wexford County, the Township shall pay the employee double time for all hours worked on the deployment after the first 24 hours.

Appendix A will contain:

EMT Reset start to \$19.13 3% between each step 3% annual increase '25, '26				Paramedic Reset start to \$22.00 4% between each step 2.5% increase '25, '26			
	4/1/2024	4/1/2025	4/1/2026		4/1/2024	4/1/2025	4/1/2026
start	\$19.13	\$19.70	\$20.30	start	\$22.00	\$22.55	\$23.11
1 year	\$19.70	\$20.30	\$20.90	1 year	\$22.88	\$23.45	\$24.04
2 year	\$20.30	\$20.90	\$21.53	2 year	\$23.80	\$24.39	\$25.00
3 year \$20.90	\$21.53	\$22.18	3 year	\$24.75	\$25.37	\$26.00	
				4 year	\$25.74	26.38	\$27.04

Lieutenant (EMT) Nonprobationary - 3% over top paramedic Probationary - 1.5% over top paramedic			Lieutenant (Paramedic) Nonprobationary - 5% over top paramedic Probationary - 2.5% over top paramedic				
NonProb	\$26.51	\$27.17	\$27.85	NonProb	\$27.02	\$27.70	\$28.39
Prob	\$26.12	\$26.78	\$27.45	Prob	\$26.38	\$27.04	\$27.72

24. Art. 33 Health Insurance, Sec. 7 Health Savings Account. Amend to read:

The Township shall deposit an amount equal to the individual deductible into eligible employees' HSA accounts in January of each year. Employees hired after January 1st shall receive a pro-rated contribution to his/her Health Savings Account as follows:

January 1 - June 30: 100%

July 1 - August 31: 50%

September 1 - December 31: 25%

On the next calendar year after their date of hire, those employees shall receive a full Township contribution in the first payroll in January.

If an employee leaves Township employment prior to December 31st of any year, the Township may recover a pro-rated amount of its contribution to the HSA through: (]) payroll deduction from the employee's final paycheck(s), providing that the gross paycheck after the payroll deduction meets the Michigan or federal minimum wage, whichever is higher, (2) deduction from any monies owed to the employee, such as unpaid, accrued vacation or compensatory time, or (3) other means agreeable by the Township Supervisor and employee. However, repayment is not required if the employee retires, is laid off or dies while still an active employee. Pro-ration shall be calculated based upon full months of service divided by 12 months.

For purposes of this policy, "retires" means voluntary separation of employment at age 60 with ten (10) years of service, or age 55 with twenty-five (25) years of service, or voluntary separation of employment due to a disability which prevents the employee from performing the essential job functions of his/her position at the Township.

25. Art. 33 Health Insurance, New Section ____: Payment in Lieu of Health Insurance.

The Township will issue payments in lieu of health insurance to employees who are eligible for and receive health insurance from an alternative source. The total annual opt-out payment shall be: \$1800.00 for single coverage, \$3,600.00 for two-person coverage and \$5000.00 for family, but it shall be paid over 12 monthly installments. No payment will be issued for any month in which the employee is enrolled in a health insurance plan provided by the Township.

The Township will not issue an opt-out payment to any employee whose spouse is also employed by and receiving health insurance from the Township.

Employees must provide proof of other health insurance or sign a certification and waiver confirming other coverage.

If the employee's alternative health insurance coverage is subsequently terminated or discontinued, the employee shall be immediately eligible for coverage under the existing Township plan described above, subject to the terms of the carrier.

26. Art. 34 Retirement, Long-Term Disability and Life Insurance. Separate Long-Term Disability, Short-Term Disability, and Life Insurance into one article, with Defined Contribution and Deferred Compensation in a separate Retirement article as follows.

Article __: Long-Term Disability, Short-Term Disability, and Life Insurance

<u>Section 1. Short-Term Disability</u>. The Township shall provide short-term disability benefits to employees. The terms and conditions of those plans shall control.

Section 2 - Long-Term Disability Insurance: Voluntary, long-term disability benefits shall be identical to that offered to full-time employees of the Township. Employees may select plans offered by AFLAC, Colonial Life or other carders selected by the Township. The Township may elect to change long-term disability benefit carriers, upon thirty (30) calendar days' notice to the Union.

Section 3 - Life Insurance: Full-time Firefighters shall be offered the same life insurance and accidental death and dismemberment plan as other full-time employees of the Township, provided that benefit shall not be reduced below \$50,000 for life insurance and Accidental Death and Dismemberment (as defined by the policy's Scheduled Benefit for injuries). The Township shall continue to provide the Peninsula Township All Members Group Life Insurance Plan life insurance plan, which is administered by Principal Life Insurance Company, through March 31, 2026. The Township reserves the right to modify the life insurance and accidental death & dismemberment plan, provided that: (1) the life insurance and accidental death & dismemberment plan is identical to that provided to other full-time employees of the Township and (2) is substantially equal to the plan in effect on March 31, 2024.

Article : Retirement

<u>Section 1 - Defined Contribution</u>: The Township shall continue to contribute 15% of compensation to the Peninsula Township Governmental Non-ERISA Retirement Plan (defined contribution plan). Employees shall contribute three percent (3%) of compensation.

<u>Section 2 - Deferred Compensation</u>: Full-time firefighters may voluntarily participate in the deferred compensation program offered to other full-time employees in the Township. Employee contributions shall be in accordance with IRS regulations and plan guidelines. The Township may elect to change deferred compensation providers, upon thirty (30) calendar days' notice to the Union.

27. Art. 37, Sec. 2 Duration – 3 years (April 1, 2024 - March 31, 2027)

28. Add New Article to be placed in reasonable location re: Parental Leave: "The Township will provide an employee with up to 144 hours of paid parental leave, provided the employee gives at least six (6) weeks advance written notice of the need for leave and that such parental leave is used within the first 30 days of the birth of the child."

29. Generalized clean-up -

- Reduce redundancy, modernize language. Ex: twenty-four (24)
- Ensure consistency of references. Ex: staff v firefighters v employees v bargaining unit members. Employee is a defined term under Article 1.
- Clean-up reference(s) to Association, rather than Union
- If articles/sections are deleted, renumber and update cross-references within contract accordingly

Resolution

Resolution 2024-05-23 #1.

Update to Class 2 Peninsula Township Firefighters' Group Pension Plan

A special meeting of the Peninsula Township Board, organized and existing under and by virtue of the laws of the State of Michigan, was held on May 23, 2024.

Those present at the meeting included:

The chair announced consideration by the board of an amendment to the organization's existing 401(a) plan. After an explanation of the terms of the proposed change, a motion was made and seconded as follows:

RESOLVED, the Peninsula Township Board votes to amend the 401(a) plan by updating the employer contribution (ERCON) for the Class 2 Peninsula Township Firefighters from 13% to 15%.

FURTHER RESOLVED, that the amendment above be effective retroactive to the following date: April 1, 2024.

A motion was duly made by ________, seconded by _______, and adopted.

Rebecca Chown, Clerk