

**LOCAL 2289 OF THE IAFF**  
**January 1, 2020 –December 31, 2023**

**AGREEMENT**  
**BETWEEN THE**  
**CHARTER TOWNSHIP OF CANTON**  
**-AND-**  
**LOCAL 2289 INTERNATIONAL ASSOCIATION OF**  
**FIREFIGHTERS**  
**JANUARY 1, 2020 – DECEMBER 31, 2023**

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS COLLECTIVE BARGAINING AGREEMENT is hereby entered into this 21<sup>st</sup> day of July, 2021 by and between THE CHARTER TOWNSHIP OF CANTON, Michigan, a municipal corporation, hereafter called the “Township” or “Employer”, and LOCAL NO. 2289 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the CANTON PROFESSIONAL FIRE FIGHTERS UNION, AFL-CIO, hereinafter called the “Union.” The Township and the Union are referred to herein collectively as the “parties.”

WHEREAS: The parties, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

### **ARTICLE 1 - PURPOSE**

1.1: Purpose. The parties hereto have entered into this Agreement pursuant to the authority of The Public Employment Relations Act, being Act 336 of the Public Acts of 1947, as amended, to formalize the agreement regarding the terms of employment for Union members; to promote harmonious relations between the Township and the Union, in order to serve the best interests of the community by improving the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

1.2: Definitions.

- A. "Township" shall include the elected or appointed representatives of the Charter Township of Canton, Michigan.
- B. "Union" shall mean Local No. 2289 of the International Association of Fire Fighters, and shall include the officers and representatives of the Union.
- C. "Business Day" shall, except as the contract indicates otherwise, mean an eight (8) hour day, Monday through Friday.
- D. "Duty Day" shall, except as this Agreement indicates otherwise, mean a 24-consecutive hour tour of duty.

- E. "Employee" shall mean all full-time paid uniform Fire Department personnel. It shall exclude volunteer firefighters, civilian Employees, Deputy Chief and the Fire Chief.
- F. "Fire Department" shall mean the Canton Township Fire Department.

Whenever the singular number is used, it shall include the plural.

## **ARTICLE 2 - RECOGNITION**

2.1: The Township recognizes the Union as the sole and exclusive bargaining representative for the Employees of the Fire Department.

## **ARTICLE 3 – RESERVED**

This Article is reserved for a future use.

## **ARTICLE 4 - UNION DUES AND PAYROLL DEDUCTIONS**

4.1: The Township agrees to deduct from the pay of each Employee from whom it receives an authorization to do so, the amount of dues, assessments, and/or fees specified by the Union from time to time. Employees utilizing the Township deduction from pay for the remittance of sums to the Union shall provide to the Township written authorization in the form provided. The form shall include an agreement by the Employee to hold the Township harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing the deduction service. Written authorizations shall remain in full force and effect unless and until the Employee provides written notice of its revocation to the Union and the Township.

4.2: Such sums deducted from an Employee's pay, accompanied by a list of Employees from whose pay they have been deducted, and the amount deducted from each, along with a list of Employees who had authorized such deductions, and a list of Employees from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Secretary-Treasurer by the Township within thirty (30) calendar days after such collections have been made.

4.3: In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

4.4: The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; if for any reason the Township fails to make a deduction for an Employee as required, it shall make that deduction from the Employee's next pay in which such deduction is normally deducted after receiving notice of the error.

4.5: The Township shall take the necessary steps to allow, at the Employee's request, and to the extent that the law permits, deductions to be made from paychecks for financial institution deposits.

## **ARTICLE 5 - UNION ACTIVITIES**

5.1: Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining, negotiations or other mutual aid and protection, to express or communicate any views, grievances, complaints or opinions related to the conditions of public employment or betterment of firefighters, all free from any and all restraint, interference, coercion, discrimination, or reprisal by the Township, and so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

5.2: Officers and other representatives of the Union shall be afforded a reasonable time during the regular working hours, without loss of pay, to fulfill their Union responsibilities, including the processing of grievances, and the administration and enforcement of this Agreement. The Union will notify the Township of the names and titles of their representatives in writing. Such representatives will be permitted to act as such upon receipt of such written notification.

5.3: The Union shall be provided suitable bulletin boards, including one at each fire station, for posting of Union notices or other material of Union nature only. Such board shall be identified with the name of the union. The Union will designate in writing the names of the persons responsible for posting such notices and keeping the board in a neat and orderly condition. The board shall not be used for trading post notices, local political, religious, or defamatory matters, or the like. Any such material shall be in violation of this Section and the Union shall remove such material. Any disagreement over postings on the board shall be subject to the grievance procedure.

5.4: The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the Employees or the efficient operation of the department.

5.5: Officers of the Union or their representatives shall:

- A. Be allowed time off, with no pay, to attend the Michigan Professional Firefighters Union and International Association of Firefighters conventions.
- B. Be allowed to attend, with no pay, Union seminars and/or conferences. Delegates to such activities may use PTO and/or sick leave to attend such meetings, it being understood that not more than two (2) delegates per seminar or conference will utilize this provision, provided sufficient advanced notice of at least thirty (30) calendar days is given to the Fire Chief. It is further understood that delegates may "trade" duty days to attend such activities, providing a shift officer is notified at least twenty-four (24) hours in advance that the delegate is trading with an equally qualified Employee.

5.6: The Union in contract negotiations may be represented by Employees in the bargaining unit, not to exceed four (4). In addition, the Union may be represented in contract negotiations by counsel and state or international Union representatives, not to exceed three (3).

## **ARTICLE 6 - OTHER AGREEMENTS AND ORGANIZATIONS**

6.1: The Township shall not enter into any agreement with Employees individually or collectively, or with any other organization, which in any way conflicts with the provisions hereof.

6.2: Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organization represent any Employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

7.1: Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the Township, or in any way abridging or reducing such authority.

7.2: Management's rights, including, but not limited to, establishing reasonable work rules, directing the work force, maintaining efficiency, hours of work, and discipline, are recognized by the Union. The Union shall have the right to grieve the reasonableness of the work rules.

7.3: The Township’s right to use volunteers and make duty assignments as presently practiced for paid Employees is preserved. If additional staffing is needed, the Township shall use paid Employees first. Full-time Employees shall be called first for all overtime and call-in time. If no full-time Employees are available, the Township may then use volunteers.

7.4: It is agreed that the maintenance of discipline is essential to the satisfactory operation of the Department. The Township agrees to abide by the principles of corrective action and progressive penalties in ordinary cases of discipline. However, it is recognized that the nature of an offense affects the severity of the penalty issued, and that progressive discipline need not be followed in cases of serious misconduct. Any contemplated disciplinary action must be taken within thirty (30) calendar days of the Fire Chief’s receipt of recommendation for disciplinary action, whichever occurs first, unless the investigation is continuing. This period may be extended by mutual agreement of the parties. The Fire Chief or their designee will take into consideration the seriousness of the offense and the time period when the incident occurred prior to making any decision on discipline.

## **ARTICLE 8 – STRIKE PROHIBITION**

8.1: The Township agrees it will not lock out Employees during the term of this Agreement.

8.2: The Union and the members of the bargaining unit will not engage in or sanction any strikes, sit-downs, stay-ins, slow-downs, stoppages or sympathy strikes during the term of this Agreement.

## **ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION**

9.1: The following procedure shall be used to adjust, settle and dispose of Employees' complaints.

- A. Step I. Any Employee who feels aggrieved must discuss their issue with their Shift Commander. If the Shift Commander is unable to resolve the issue, the Employee must request a pre-grievance hearing with the Deputy Fire Chief within thirty (30) calendar days of its occurrence or awareness of monetary loss. The Deputy Fire Chief will meet with the grievant and Union Steward within ten (10) business days from the request, provided both the grievant and the Deputy Fire Chief are available. The grievant will have their steward present at the presentation of the formal grievance, unless the presence is waived in writing. If discussion between the Employee, steward and Deputy Fire Chief fails to settle the matter, it will



be reduced to writing and presented to Deputy Fire Chief for their written, dated and signed disposition.

The Deputy Fire Chief's written disposition must be returned within ten (10) business days if the Deputy Fire Chief is available, but in no event longer than thirty (30) calendar days from the receipt of the written, dated and signed grievance.

All grievances involving disciplinary action initiated by the Fire Chief or their designee shall be filed in writing with the Fire Chief (Step III) within ten (10) business days after the discipline is given.

- B. Step II. If the Deputy Fire Chief's answer is not satisfactory, the grievance shall be presented to the Fire Chief, or their designee, within ten (10) business days after the Deputy Fire Chief's answer is received. The Fire Chief or their designee will, within ten (10) business days, meet and discuss the grievance with the Union representative and aggrieved Employee. The Fire Chief or their designee will respond to the grievance in writing within ten (10) business days after this meeting.
- C. Step III. If, after reviewing the grievance, the Union feels the answer is not satisfactory, it may within fifteen (15) business days after the answer is due and by written notice to the Fire Chief, request arbitration. Should the parties fail to agree upon an impartial arbitrator within fifteen (15) business days, then within a reasonable period of time not more than seven (7) business days after notice of request for arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by the Union. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. Nothing shall preclude the parties from attempting to settle the dispute after request for arbitration has been made.
1. The arbitrator selected will hear the matter promptly and will issue a decision no later than thirty (30) calendar days from the date of the close of the hearings. The arbitrator's decision shall be in writing and will set forth findings of fact, reasoning, and conclusions on the issue submitted.
  2. The power of the arbitrator stems from this Agreement, and their function is to interpret and apply this agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any term of this agreement. The

decision of the arbitrator shall be final and binding upon the Employer, the Employees, the Union, and the grievant. Resorting to the grievance procedure is the exclusive method of "due process" available to members of the bargaining unit involving matters of application and interpretation of the agreement.

3. The cost of the arbitrator's services, including any expenses, shall be divided equally by the parties. Each party shall pay for its own expense.

9.2: Time limits between the various steps may be waived and/or extended by mutual written agreement. If either party fails to comply with the time limits herein, the grievance will be considered settled in favor of the last moving party, without precedent.

9.3: The Union shall have exclusive authority to initiate and prosecute grievances under this Article.

## **ARTICLE 10 - DISCIPLINE**

10.1: It is agreed that the maintenance of discipline is essential to the satisfactory operation of the Fire Department. The Employer agrees that in carrying out this function, it will:

A. Disciplinary Action.

1. Prior to issuing any disciplinary action, the accused Employee will be presented with written notice of the charges filed against them. The accused Employee has the right to an informal hearing conducted by the Fire Chief or their designee prior to the issuance of any disciplinary action. The Employer will provide the Employee with an explanation of its evidence and the Employee will have the opportunity to present their version of the incident. The Employee shall be accompanied by a Union Steward during the informal hearing, unless the steward's presence is waived in writing.
2. Any Employee subject to a disciplinary action will have a steward present to discuss the case in an area designated by the Employer before they are required to leave the property of the Employer, unless that presence is waived in writing. The steward will be called promptly. If desired, a grievance may be signed at this time.

3. All grievances involving a disciplinary action shall be filed in writing within ten (10) business days, exclusive of premium pay business days, after the discipline is given. If the Employee fails to file a grievance within this time limit, the penalty shall stand as final and binding except that discharge cases shall automatically be set for hearing at Step III of the grievance procedure.
  4. All grievances involving disciplinary matters shall be filed in writing at Step III of the grievance procedure.
  5. When disciplinary action has been taken by the Employer against an Employee, the Union shall be given a copy of the action taken.
- B. Use of Past Record. In imposing a disciplinary penalty on a current charge, the Employer will not take into account any prior infractions which occurred more than twenty-four (24) months previously in assessing penalties. Upon request of the Union, the Employer shall supply a copy of the Employee's disciplinary record.
- C. Resort to the grievance procedure shall be the sole and exclusive method of "due process" and redress available to all members of the bargaining unit in regards to all matters of application and interpretation of this Agreement, including but not limited to all matters of discipline, discharge, layoff and promotion. Bargaining unit members shall have no right of appeal to any other forum including the Township Merit System Commission or any similar administrative body.

## **ARTICLE 11 – SENIORITY**

11.1: Upon completion of a successful one-year probationary period, seniority shall date back to the most recent date of hire as a full-time, regular Employee with the Fire Department. It is understood and agreed by the Employer and the Union that probationary Employees, other than promotional probationers, may be discharged by the Employer at any time prior to the end of this probationary period, without right of appeal to any forum including the contractual grievance/arbitration procedure, the Merit System Commission or any similar administrative body.

11.2: For Employees initially hired by the Township as a public safety service officer (“PSSO”), seniority in the Union shall be determined as follows:

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- A. Employee’s date of hire as a PSSO shall be their seniority date for vacation eligibility, pension vesting, retirement and longevity pay purposes.
- B. Employee’s date of hire as a firefighter shall be their seniority date for promotions, vacation pick, wages, and payoff purposes.
- C. PSSO’s that transfer into the Union shall be placed on the Union’s seniority list by their date of hire as a firefighter, and their date of hire as a PSSO shall be in parenthesis next to their firefighter seniority date.

11.3: An Employee's seniority shall terminate for:

- A. Discharge for cause.
- B. Lay-off period equal to the Employee's seniority at time of lay-off, not to exceed four (4) years. An Employee does not accumulate seniority while on lay off, it being understood that the Employee will be credited with seniority they had at the time of lay off upon recall.
- C. Being absent for three (3) consecutive scheduled duty days without notifying the management, or demonstrating their inability to do so.
- D. Voluntary resignation from the department.
- E. Failing without cause to return to work on the first scheduled duty day following termination of approved leave of absence or disciplinary suspension.

11.4: Lay-off and Recall. If for any financial reason it is deemed necessary by the Township to reduce the number of paid members of the Fire Department, the Township shall follow the following procedure:

- A. Lay-off: Lay-offs shall be accomplished by laying off in reverse order of hiring, commencing with the last person appointed to the Fire Department, until needed reductions shall have been accomplished.
- B. Recall: In the event the Fire Department shall again need to increase staffing, the Firefighters laid off last under the terms of this Section shall be the first to be recalled before any new appointments to the Fire Department shall be made.

11.5: Promotions. Promotions above the rank of Firefighter up to Battalion Chief will be on the basis of seniority beyond that by appointment with the understanding:

- A. The candidate will have to serve a one (1) year probationary period. Upon the satisfactory completion of the one-year probationary period, the Employee will be granted the permanent position. Any cash outs payable to probationary command officers for retirement or voluntary separation will be prorated based on their time in the probationary rank. These payouts shall be prorated in the same manner as found in Article 16, Holiday Pay, of this Agreement and will be applied to the difference in pay from the officer's pre-probationary rate to the full rate for the position. There will be an officer in charge at each station at all times.
- B. The candidate may be subject to disqualification during the one (1) year probationary period. The disqualification, if taken, is subject to the grievance procedure.
- C. The Employer reserves the right to determine the number of ranks required.
- D. As of January, 2022, promotions above the rank of Captain will not be based on seniority but will use the following criteria:

In order for a candidate to be considered the candidate must have completed or be in the process of completing the following courses: Fire Officer I and II and Incident Command, or equivalent courses. An Employee may refuse a promotion. In the event more than one eligible Employee has the same seniority date, the Fire Chief or their designee shall have the discretion to make the promotion. The program will be administered as follows:

- 1. The Township shall initiate promotions for vacancies it determines shall be filled in the ranks below the rank of Fire Chief but above Firefighter.
- 2. For promotion to any rank below Battalion Chief, the individual promoted shall be the most senior Employee in rank from the next lower rank to the rank in which the Township authorizes the promotion, provided:
  - (a). The individual to be promoted to the rank of Captain must have served a minimum of one (1) year in the next lower rank to the

rank in which the Township authorizes the promotion; provided, that if no individual has served a minimum of one (1) year in the next lower rank to the rank in which the Township authorizes the promotion, the individual selected will be the most senior Employee from the rank in which the selection is made.

- (b). If two individuals are promoted to a rank on the same calendar day, then departmental seniority shall prevail between those two individuals for the purposes of determining which of the two is most senior in rank.
- (c). Effective January 1, 2022, all promotions for positions above the rank of Captain will no longer be based on seniority. Promotions will follow January 1, 2021, promotion process laid for the Training Chief in Article 11.6.

3. The Employees to be promoted in accordance with the system shall be notified in writing by the Township. If an Employee desires to decline a promotion, that Employee shall do so in writing within ten (10) calendar days of such Employee's first duty day following receipt of the Township's written notification. An Employee's failure to timely notify the Township of their rejection of a promotion constitutes an acceptance of the promotion.

E. Employees shall be given notice of a promotion thirty (30) calendar days prior to any shift change unless mutually agreed to change without required notice. No shift changes will be made within five (5) calendar days of Christmas Day or New Year's Day, unless mutually agreed to. It is understood that emergency situations will be mutually resolved.

11.6: **Promotions Above the Rank of Captain.** January 1, 2021, the promotion to Training Chief shall be filled on a non-seniority basis following the provisions set forth in this section. As of January 2022, promotions above the rank of Captain will not be based on seniority. Promotions will be based on the following:

A. Promotions will be open only to employees who have served a one (1) year probationary period and have been granted the permanent position and who have at least 7 years of experience as a firefighter / fire inspector within Canton Township.

- B. Promotions to Battalion Chief, Training Chief, and Fire Marshal will be based on the following:
- |                                     |    |
|-------------------------------------|----|
| Promotional competitive examination | 50 |
| Oral Interview                      | 50 |
- Additional point given for:  
Education: 2 points for Associates Degree, 4 points for Bachelor’s degree.  
Seniority: 1/2 point per year of services
- C. The Fire Marshal, Battalion Chief and Training Chief eligibility list will expire after 1 year.
- D. Training Chief will receive pay and benefits equal to the level of Battalion Chief. This position requires a minimum of a 5 year commitment. The employee will be permitted to return to fire suppression after the 5-yr. commitment so long as there is an opening. The employee will still be offered their fire suppression promotions as appropriate and can accept it when offered, even if they are within the 5-yr. commitment.

## **ARTICLE 12 - LEAVES OF ABSENCE**

12.1: Requesting Leaves of Absence. Upon application to the Fire Chief or their designee, a leave of absence may be granted, without pay, to Employees for up to thirty (30) calendar days. Requests for leaves longer than thirty (30) calendar days may be granted upon approval of the Township Supervisor.

12.2: Reasons for Leaves. Leaves may be granted for the following reasons, which are not all inclusive. Proof of the stated reasons may be required by the Township.

- A. Education Leave. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation, may attend a recognized university, trade school or technical school for a period not to exceed one year. Written proof of school attendance must be submitted at the expiration of each semester.
- B. Sick Leave. Any Employee known to be ill may be granted sick leave, without pay, for a period equal to their seniority, or two (2) years, whichever is greater. All sick leave shall be subject to such verification as

the Township may see fit to require, including an examination at any time by a physician designated by the Township. The Township shall pay the examination fee.

- C. Child Care Leave. A leave of absence for child care may be granted upon request for a period of not more than one year. An extension may be granted for up to one additional year.
- D. Military Leave. For National Guard duty, Army encampments, and Naval Reserve cruises.

12.3: Returning from Leave of Absence. When returning from any leave of absence, it shall be the obligation of the Employee to notify the Township at least three (3) calendar days prior to the date of intended date of return that they are returning ready, willing and able to work. For leaves of absence thirty (30) calendar days or longer, the Employee must give at least fifteen (15) calendar days advance notice of intent to return to work.

12.4: Extensions of Leaves of Absence. Requests for extension of leaves of absence must be made fifteen (15) calendar days prior to the termination of the original leave. The Fire Chief or their designee shall grant or deny the request for extension at least five (5) calendar days prior to the expiration of the original or extended leave. Both the request for extension and the answer must be in writing.

12.5: Copies of Leaves of Absence. The Union will be given copies of leaves of absence when granted.

12.6: Benefits During Leaves. Seniority shall continue to accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the Employee had at the time leave was granted, or two (2) years, whichever occurs first. No other fringe benefits will be continued or granted during the term of the leave of absence.

12.7: Family and Medical Leave Policy. An Employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the Township's then existing FMLA Policy in addition to all other relevant sections of this Agreement.

12.8: Leave Without Pay. An Employee must exhaust all paid time off, including PTO, compensatory time and sick leave days (if applicable) before they can apply for leave without pay. If an Employee on a leave without pay earns additional paid time then the Employee must use that paid time as soon as it is earned. The Employer may revoke a leave without pay at any time in its sole and exclusive discretion.



## **ARTICLE 13 - COMMAND POST**

13.1: The Command Post will be operated by trained qualified fire department personnel for any response or detail where the Command Post is required by overtime (call-back) personnel only.

13.2: In the event the Command Post must respond before overtime (call-back) personnel are available, on-duty trained qualified personnel will operate the Command Post. This will only be done in cases of Public Safety Department emergencies. Immediate accident investigation response will be determined by the Officer in Charge. Overtime (call-back) will be initiated immediately and the on-duty person will be replaced by the overtime (call-back) person as soon as possible.

13.3: Response for any non-emergency event (i.e. public relations events, static displays, festivals, etc.) will be done by overtime personnel only. In no event will on-duty fire personnel be mandated to take the Command Post to non-emergency events.

13.4: Operation of the Command Post will be done by personnel wishing to belong to the Command Post Group. No qualified Employee will be denied acceptance into the Command Post Group. All operations, training, etc. will only be done by personnel in the Command Post Group. Employees participating in off duty training will receive overtime or comp-time.

13.5: Fire Department personnel will not be required or responsible for cleaning the inside of the Command Post unless used for Fire Department responses or events.

## **ARTICLE 14 - WAGES AND HOURS**

14.1: Wages. The wage schedule found in Appendix A shall be in effect for the term of this agreement.

A. Employees shall be granted wage increases for each year of the contract as follows:

- 2020- 2.5% Retro to January 1, 2020 for active employees on base wages and overtime only (no comp or cycle pay) paid in a lump sum check taxed accordingly.
- 2021- 2.25% Paid retroactive to January 1, 2021 for base wages and overtime paid (no cycle pay) in one lump sum check taxed accordingly.
- 2022- 2.0%
- 2023- 2.5%

Starting upon the signing of the contract the rank of Battalion Chief/Fire Marshall will be paid a salary of \$97,138 which will not be subject to the 2.5 % annual increase in 2020 or 2.25% in 2021.

Annual wage scale can be found in Attachment A.

- B. Employees shall receive one step annually on their anniversary date in accordance with this contract.
- C. A PSSO promoted to Firefighter/Medic shall start at the Firefighter/Medic pay step which will give the PSSO an increase over their PSSO wage rate.
- D. A newly hired employee may be placed above the starting wage up to the (3<sup>rd</sup>) third year rate in the wage scale based upon previous Firefighting experience, with a fully paid full time department.

14.2: Hours of Work.

- A. The work week shall be 53.1 hours per week on a three (3) platoon system. To accommodate the difference between a 56-hour work week and a 53.1-hour work week, Employees shall receive a separate “Kelly Time” bank in accordance with 14.2B, below.

B. Kelly Days

- 1. A separate Kelly Day bank will be established for each Employee.
- 2. Each year on January 1st, six (6) days will be placed into the bank to be used or cashed out by December 30<sup>th</sup> of that year.
- 3. Employees hired prior to the 15<sup>th</sup> day of the month shall earn Kelly time for that month. Employees hired on or after the 15<sup>th</sup> of the month will not receive Kelly time that month. For purposes of earning Kelly Days under this Section 14.2(B)(2), Kelly days shall be prorated as follows:  $1/12 \times (6 \text{ days} \times 24 \text{ hours/day})$ .
- 4. Employees must get approval from management to use Kelly Days, and management will approve the time as long as there is no overtime created by its use.

5. A maximum of four (4) employees shall be allowed to schedule time off in a single shift, including those using PTO, Kelly, and/or Bonus PTO time; provided, however, that minimum staffing requirements, as established in the sole discretion of the Fire Chief, or their designee, must be met, and further that at least three Command Officers shall be on duty at all times. Additional time off on a shift may be scheduled at the discretion of the Fire Chief so long as minimum staffing requirements are met. Seventy-two (72) hour time off requests of PTO, Kelly, and/or Bonus PTO shall take precedence over twenty-four (24) hour time off requests. Employees are responsible for scheduling their Kelly Days at the same time they are selecting PTO days. Employees shall use all of their Kelly Time before December 31 of the year it is granted; however, in the case an employee is unable to use all Kelly time due to the operating needs of the department, the employee shall be permitted to cash out any unused Kelly Time at their normal base rate in the paycheck that includes December 31.

- C. The Employer may place an Employee on a forty (40) hour per week schedule, but only for purposes of schooling away from Fire Department premises, provided the Employee has the right to refuse the schooling. During this time the Employee shall suffer no reduction in pay, and shall not be counted for minimum staffing purposes.

14.3: Station Bidding. Employees shall submit their preferred station assignment on or prior to December 15 for the following year. Selection shall be based upon seniority in the Fire Department and each shift shall select independently of the other. The seniority procedure will also be used to determine daily station replacement. The Fire Chief or their designee will have authority to make station assignments for Employees on probation. Staffing requirements as noted in Article 32, Section 32.1 will supersede this section and will be taken into consideration with station assignments. Operational needs or requirements (other than noted above) will be negotiated between the Fire Chief or their designee and the Union.

14.4: Daily Job Assignments. Employees shall select daily job assignments based on seniority in the Fire Department and each station shall pick independently of each other. The seniority procedure will also be used to determine daily job assignments for overtime and trade personnel. Stations bids by seniority shall take precedence over daily selections. The Fire Chief or their designee shall have to authority to make daily job assignments for Employees on probation. Operational needs or requirements other than noted hereinabove will be negotiated between the Fire Chief or their designee and the Union.

14.5: Trading Time. Subject to staffing requirements, Employees shall be permitted to voluntarily trade duty or leave days; provided, to insure coverage of shifts, Employees shall inform the Fire Chief or their designee through the chain of command, at least twenty-four (24) hours in advance of the trade. This requirement may be waived in case of unforeseen circumstances with the understanding that the Employee originally scheduled to work shall be responsible for the attendance of their replacement and the absence of a replacement shall be charged to the Employee originally scheduled to work.

14.6: Overtime and Relief Work. Any Employee working relief or called back as relief after working their scheduled hours shall be paid at the rate of time and one-half (1½) for all hours worked (at the converted hourly rate). Overtime for call back will be paid at a three (3) hour minimum.

14.7: Work Out of Classification. Any Employee temporarily assigned to work in a higher classification shall receive the rate of pay for that higher classification for all time worked. In the absence of the Station 1 Captain an Employee stepping up to the Captains positions will receive step up pay as long as the employee is Blue Card certified, trained to review reports and completes Fire Officer 1 by the expiration of the 2020-2023 contract so long as it has been offered to the employee.

14.8: Emergency Medical Services

- A. Emergency Medical Technician. All Employees working in the Fire Suppression Division shall be certified by the State of Michigan as Emergency Medical Technicians (“EMT”) and shall continuously maintain EMT certification. All costs associated with maintaining an Employee’s EMT certification shall be paid by the Employer. The Employer shall not require that Employees become certified above Basic EMT. Employees shall receive a yearly \$600 EMT allowance. This allowance will be paid on the first pay of December each year.
- B. Advanced Life Support (ALS).
  - 1. Squad assignments will be made by the on-duty shift commander at each station at the beginning of each shift. The shift commander, in determining squad assignments, shall make such assignments according to the following:

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- a. At Station 1, the Captain and most senior Firefighter/Medic, or in the absence of a Captain, the two most senior Firefighter/Medics on duty will be excluded from squad assignment.
  - b. At the substations, the most senior Firefighter/Medic on duty will be excluded from squad assignment.
  - c. The shift/station commander on duty at each station will not be assigned to a squad.
  - d. This does not preclude temporary assignment of persons on duty to the squad based on the operational needs of the department, nor does this preclude a senior Employee from volunteering for squad assignment.
2. The Township shall determine the staffing and daily assignment for the Advanced Life Support (ALS) Program in its sole and exclusive discretion. The minimum staffing per ALS unit will be two (2) paramedics. ALS will be staffed by shift, by a formula of two (2) paramedic's times the number of ALS rigs in service, plus three (3) additional paramedics. Additional units can be staffed without following the formula, provided time off is not denied to staff the additional units. By mutual agreement, the parties can meet and negotiate regarding further staffing.
  3. The Township may terminate the ALS program at any time in its sole discretion. If the ALS program is terminated, the Township will help the Employees maintain their ALS certification.
  4. Assignment to the ALS program shall be done on a volunteer basis. The Township shall not require that Employees hired prior to 7/1/97 become certified above Basic EMT. All Employees hired for Fire Suppression on or after 7/1/97 shall be ALS licensed. The most senior Firefighter/Medic will be allowed to withdraw from the ALS program providing there are enough less senior licensed Firefighter/Medics as stated by the formula in Section 1 above.

5. Employees who receive training for ALS shall not be paid their regular rate of pay for any training done on their regular duty day. The Employees shall receive paid overtime at time and one-half or Compensatory Time, as defined in Article 34, Section 5.D. (at the Employee's option) for any training done on the Employee's off days. Compensatory Time is defined as any time that an Employee spends in approved training on the Employee's off day and will be adjusted according to the Compensatory Time as defined in Article 34, Section 5.D.
6. All continuing education credit classes for ALS license renewal will be done in-house whenever practical. Any classes that a paramedic is required to take away from the department off duty will be paid at the Employee's option as overtime at time and one half or Compensatory Time, as defined in Article 34, Section 5.D Employee.
7. The Township will cover the cost of required schooling, continuing education and physical exams/vaccinations.
8. All licensed paramedics will receive a base wage as Firefighter/Medic in accordance with Article 14, of this Agreement, with the exception of all Command Officers. Command Officers are exempt from ALS assignment. However, any Command Officer or Firefighter/Medic not participating in the ALS program who maintain their ALS license will receive a \$1,800 annual ALS bonus to be paid on the first pay of November. If it becomes necessary to use a Firefighter/Medic collecting an annual ALS bonus instead of the Firefighter/Medic wage for more than thirty (30) calendar days, that Employee will be placed on the Firefighter/Medic wage scale for as long as that Employee remains in the ALS program. During this period, the \$1,800 annual ALS bonus will be prorated by month.

## **ARTICLE 15 - LONGEVITY PAY**

15.1: The Employer agrees to grant longevity pay to Employees hired before July 1, 1997, according to the following schedule:

- A. At five (5) years of service: 2% of salary

- B. At ten (10) years of service: 4% of salary
- C. At fifteen (15) years of service: 6% of salary
- D. At twenty (20) years of service: 8% of salary

15.2: All Employees hired by the Township on or after 7/1/97 will be granted longevity pay according to the following schedule:

- A. Upon completion of five (5) years continuous service, eligible Employees will be paid five hundred (\$500) dollars.
- B. An additional one hundred (\$100) dollars a year will be paid to eligible Employees for each additional year of service beyond (5) five years to a maximum of two thousand (\$2,000) dollars.
- C. Longevity payments will be paid in the first pay period in November of each year. An Employee must be on the Township's active payroll on the date the longevity payment is made in order to receive the payment. Longevity pay shall not be prorated.

## **ARTICLE 16 – HOLIDAY PAY**

16.1: In lieu of holiday pay, each full-time Fire Suppression Division Employee will be granted a yearly cash allowance based on the following formula:

- A.  $\text{Employee's Annual Base Pay} \div 2080 \text{ hrs.} \times 104 \text{ hrs.} = \text{Amount of Allowance}$

16.2: In the event that it is necessary to pro-rate an Employee's Holiday Pay, it shall be prorated on the following basis:

- A. The payment shall be pro-rated into increments of one twelfth (1/12). An Employee is eligible for one (1) increment per month of completed service. A new Employee hired prior to the 15th of a month will receive a full increment for that month. A new Employee hired on the 15th of a month or later will not receive an increment for that month. Conversely, an Employee who leaves prior to the 15th of a month will not receive an increment for that month. An Employee who leaves on the 15th of a month or later will receive a full increment for that month.

- B. Holiday Pay shall be paid in full in the first paycheck of November. All Holiday Pay shall be made at the Employee's then current rate of pay, irrespective of future anticipated or scheduled increases in pay.

16.3: In order to insure adequate staffing on holidays, an Employee who works on any of the holidays will be paid at time and one-half (1 ½), based on a forty (40) hour work week (i.e. Employee's Annual Base Wage ÷ 2080 hrs. x 1.5 = Overtime rate) for all hours worked on the holiday, including overtime personnel. The shift that will receive the 24 hours at time and one-half is the shift which starts at 8:00 am on the holiday, and includes callback personnel.

Employees working overtime on the holiday shall be paid 2 ¼ times their base wage based on a forty (40) hour work week.

16.4: For purposes of this Article, Holiday is defined as New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day, Day before Christmas, Christmas Day, Day before New Year's Day.

## **ARTICLE 17 – FOOD ALLOWANCE**

17.1: Each full-time Fire Suppression Employee shall receive annually a \$1,000 food allowance, which shall be paid on the first pay of November each year. This allowance shall be prorated in the same manner as Holiday Pay, Article 16, of this Agreement.

## **ARTICLE 18 – PENSION**

18.1: Bargaining unit members hired before July 1, 2013 shall receive the MERS Defined Benefit pension program with the following benefits:

- A. Benefit Program - Benefit at retirement is based on 2.8% of the Employee's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the Employee's final average compensation.

Effective July 1, 2013, the multiplier will be bridged down to 2.5%.

- B. V10 - Vesting in 10 years



- C. F25- Pension benefits will be payable when Employee attains at least 25 years of credited service with no age requirement.
- D. FAC-3 - Final average compensation will be calculated using the frozen FAC method. The final benefit will be calculated as the sum of the benefit accrued under the original benefit structure and the benefit accrued under the bridged down benefit structure.
- E. Effective September 1, 2013, bargaining unit members will contribute 6% of MERS reportable wages. Bargaining unit members shall be required to contribute up to 10% of MERS reportable wages if the Township's required contribution exceeds 10%. The Employee contribution will not be less than 6% and will not exceed 10%.

18.2: Bargaining unit members entering the Union on or after July 1, 2013, will be placed in the Municipal Employees Retirement System of Michigan Hybrid Plan (MERS Hybrid Plan) with the following benefits:

- A. 6-year vesting.
- B. 1.5% multiplier in the Defined Benefit component.
- C. Employee will contribute 6% of wages to the Defined Contribution component.
- D. In the event the Employer contribution, as required by an annual actuarial valuation, exceeds 10%, the Township will submit resolutions to change, for that year, the Employee contribution toward the Defined Contribution or Defined Benefit plan. The Employee Hybrid DC amount will decrease by the amount required to fund the DB plan above 10%. The Employee contribution will not be less than 6% and will not exceed 10%, 1% of which will always be a contribution toward the DC plan.
- E. The employer shall contribute annually 2% of base wages into employees MERS 457(b) plan, organized under IAC 457(b). This payment shall only apply to those employees on the hybrid pension. The township will match up to an additional 1% of an employee contribution into the account.

18.3: During years with a required Employer contribution to the Hybrid DB or straight Defined Benefit plan less than 10%, the Township will continue to fund the plan at 10% until the plan is 100% funded.

## **ARTICLE 19 – HEALTH INSURANCE**

19.1: Canton Township will provide family medical and prescription insurance coverage.

- A. Said coverage to include:
  - 1. Hospitalization
  - 2. Major Medical
  - 3. Comprehensive/Preventive Maintenance
  - 4. Prescription Drug Program with a \$10/\$20/\$30 co-pay.
- B. The Township will offer a minimum of two (2) health plan options with different levels of premium contributions required by the Employees.
- C. At least one option will include a \$20 office visit co-pay and 100% coverage for hospitalization and surgical services.

19.2 Canton Township will provide dental coverage.

- A. Said coverage to include:
  - 1. Preventative & Diagnostic @ 100%
  - 2. Basic @ 80%
  - 3. Major @ 80%
  - 4. Orthodontics @ 50% (Maximum lifetime benefit to be \$1,000)

Annual Maximum will be \$1,000 per covered individual

19.3 Canton Township will provide optical reimbursement benefits to those Employees and their eligible dependents who are enrolled in one of the Township’s health insurance plans. The Township will reimburse Employees and their eligible covered dependents up to \$200 every year for eye examinations, lenses and frames, or contact lenses. Employees shall be required to pay for the examination and lenses and shall be reimbursed by the Employer upon presentation of an itemized paid bill for the services rendered.

19.4: The Employer would provide the option for an Employee to withdraw from the health insurance coverage or dental coverage provided by the Township, if they or she is covered under the health insurance or dental insurance of his or her spouse. An Employee who chooses to

withdraw would receive \$1,200 paid in twelve (12) equal monthly installments on the first pay date of the month for health insurance, and \$120 paid in twelve (12) equal monthly installments on the first pay date of the month for dental insurance.

- A. The Employee will sign a waiver of benefits annually during the open enrollment period to receive the waiver payment. If for any reason that constitutes a “life change” i.e. divorce, death, birth of a child, marriage, etc., the Employee must notify the Employer within thirty (30) days of the “life change” event and the Employer will provide coverage dating back to that date. However, if payment has been made for waiving the plan, the Employee will have to pay back an appropriate pro-rated amount.
- B. The payout for waiving health insurance shall not be available for Employees married after July 1, 2013 when both spouses are eligible for healthcare coverage in a Township health plan either as an Employee or retiree. The Employer will pay for only one insurance coverage per family.
- C. If, for any reason, this plan shall jeopardize the tax-exempt status of the health benefits of other Employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance coverage for the other Employees remain tax exempt.

19.5: The coverage of the Employee’s family shall include the Employee, Employee’s spouse and eligible children until their 26<sup>th</sup> birthday.

19.6: New hires will be eligible to enroll in the Township medical, prescription and dental plans and eligible for the optical reimbursement the 1<sup>st</sup> of the month following 30 days of employment. For Employees opting to waive Township medical and prescription and/or dental coverage, eligibility for the cash waiver will begin the 1<sup>st</sup> pay of the month following 30 days of employment.

19.7: Employees hired on or after July 1, 2013 will not receive health care benefits upon retirement. The Township will establish a Health Care Savings Plan (HCSP) and shall contribute \$75 per pay period for each Employee hired on or after July 1, 2013. Employees will be fully vested after 10 years of employment with the Township. This plan will be administered according to the IRS requirements. Employees may contribute according to IRS rules.

- A. In year 5, the Township will contribute an additional lump sum of 3,000 into the HCSP. In year ten, the Township will contribute an additional lump sum of \$3,000 into the HCSP.

- B. The Township will make a one-time additional contribution in to the HCSP equivalent to an additional \$25 per pay for those employees currently enrolled as of the signing of this contract and receiving \$50 per pay in the HCSP from the first date of their employment through their last pay.
- C. Active employees who do not receive retiree healthcare who have reached 5 years of service as of the signing of the contract will also receive the \$3,000 lump sum contribution for reaching 5 years of service.
- D. In the event that a State or Federal Universal Healthcare System goes into effect, the Township and the Union will meet to discuss such plan.

19.8: The Employer has the right to select or change carriers after discussion with the Union, provided that one option has coverage as outlined in Section 19.1 of this article.

19.9: Health Insurance Continuation – Killed in Line of Duty. The medical and prescription coverage of an Employee killed in the line of duty shall be continued for the Employee’s spouse and dependent children. Only dependents who were eligible dependents of the Employee on the date of death will be eligible to be covered by the Township insurance. The medical and prescription insurance coverage for the spouse shall continue until such time as the spouse becomes eligible for other insurance including Medicare. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through his/her employer, or is no longer considered a dependent by the insurance company, etc.) whichever comes first. In the event the spouse/dependent loses the other insurance, they will be allowed to opt back into the Township health plan as long as eligibility and enrollment requirements, as outlined by the plan document, and contribution requirements are met. Absent other insurance, upon the spouse reaching full Medicare eligibility, the Employer will assume the full cost of Medicare Supplement coverage.

19.10: Non-Duty Related Death Health Insurance Continuation. In the event an Employee has met all retirement eligibility criteria of his/her MERS pension plan, continues as an active, full-time Township Employee in this bargaining unit, and they suffer a non-duty related death, the medical and prescription coverage shall be continued for the Employee’s spouse and dependent children. Only dependents who were eligible dependents of the Employee on the date of death will be eligible to be covered by the Township insurance. The medical and prescription insurance coverage for the spouse shall continue until such time as the spouse becomes eligible for other insurance, including Medicare. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through his/her employer, or is no longer considered a dependent by the insurance company, etc.) whichever comes first. In the event the spouse/dependent loses the other insurance, they will be allowed to opt back into the Township health plan as long as eligibility and enrollment requirements, as outlined by the plan

document, and contribution requirements are met. Absent other insurance, upon the spouse reaching full Medicare eligibility, the Employer will assume the full cost of Medicare Supplement coverage.

In the event of the death of an active full-time Employee, the spouse and eligible dependents who are covered under the Canton health plan on the date of death, will continue to be covered under the plan for an additional six (6) month period.

19.11: Cancer Presumption.

- A. In the event an Employee passes away while employed and the death is due to respiratory tract, bladder, skin, brain, kidney, blood or lymphatic cancer, such cancer shall be presumed to have arisen out of and in the course of employment, absent affirmative evidence of non-work-related causation or specific incidents establishing a cause independent of the employment. Provided, however, that evidence that the Employee was a substantial and consistent user of cigarettes or other tobacco products within the ten (10) years immediately preceding the date of the cancer diagnosis, and that this use was a significant factor in the cause, aggravation or progression of the cancer, shall result in a loss of the presumption.
- B. In the event an Employee dies of one of the above-listed cancers, their designated beneficiary shall be entitled to receive a benefit equal to one year of Employee’s base wages, to be paid on regular pay days, for twelve (12) months following the date of the Employee’s death.
- C. Nothing herein shall be construed to mean or imply that an Employee is covered by or entitled to Worker’s Compensation benefits under this Collective Bargaining Agreement.

19.12: Employee Contribution Toward Health Insurance. In accordance with the requirements of the Publicly Funded Health Insurance Contribution Act, Act 152 of the Public Acts of 2011 (“Act 152”), as amended, Employees may be required to contribute towards the health insurance premiums for any plans offered by the Township, and selected by the Employee, in accordance with the annual decision of the Canton Township Board of Trustees in compliance with Act 152.

For the term of this Agreement, the Township will offer the lowest cost health plan at no cost to the Employees, provided that doing so allows the Township to remain in compliance with Public Act 52, as amended.

If, during the life of this Agreement, the federal government issued new regulations under the Patient Protection and Affordable Care Act (“PPACA”) which would lead to the Township paying any type of tax, penalty or fee, this Agreement shall be re-opened for further negotiations, in order to include such costs under PA 152. Likewise, the Township may elect to provide additional plan options to comply with the PPACA.

Both parties agree to comply with the PPACA and agree that after discussions with Union, the Township may make adjustments based on any future ruling, findings, and government guidance on compliance.

19.13: Retiree Benefits:

A. Retiree Health Insurance:

1. To be eligible to receive retiree health benefits from the Township, a retiree must meet the definition of retiree as outlined in their applicable Township pension plan, and begin receiving pension benefits within 60 days from the last day of employment.
2. During all periods of time that a retiree or retiree’s spouse is employed and said employer provides health insurance coverage which is equivalent to or better than the Township’s coverage, the retiree or spouse must take said health insurance coverage and the retiree and spouse shall cease to be eligible for the Retiree Health Insurance program set forth above. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree’s spouse. The Township’s health insurance shall be considered the secondary insurance. Provided, however, that should the retiree or retiree’s spouse cease to be covered by health insurance from an outside source, they shall again be eligible for the Retiree Health Insurance program set forth above.
3. Upon the death of a retiree, health benefits shall be continued for the retiree’s spouse and dependent children. The medical and prescription insurance coverage for the spouse shall continue until such time as the spouse becomes eligible for other insurance, including Medicare. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through his/her employer, or is no longer

considered a dependent by the insurance company, etc.), whichever occurs first.

B. Retiree Dental Insurance.

1. Upon retirement, the retiree only will continue to receive dental coverage at the benefit level and cost in place the last day of employment.
2. The retiree may purchase dental coverage, at their option and at their sole expense, for their spouse and eligible dependents. In order to be eligible to be covered under the Township plan, the spouse and dependents must have been eligible dependents on the last day of employment. The retiree shall pay the full cost of the premium for this coverage annually in advance. The retiree's payment must be received by the Canton Township Human Resources Division by check or bank money order payable to Canton Township, prior to the last Township work day of each year in order to ensure coverage for the following year. Failure to timely remit payment will result in the immediate cancellation of this coverage.

C. Retiree Cash Option. A retiree, after verifying to the Employer that they are covered by health insurance through their spouse, may elect not to participate in the health insurance plan currently offered to retirees.

1. In such event, retirees who elect not to participate in such plan shall be paid a sum of twelve hundred dollars (\$1,200) annually (prorated at \$100 per month) which shall be paid on the first pay in January for the previous year.
2. If a retiree elects not to participate in the health insurance plan, they will not be allowed to re-enter the plan until the next regular scheduled enrollment period. However, if a retiree loses health insurance coverage through his spouse, the retiree will be allowed to re-enter the retiree health insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.
3. This cash option shall no longer be available to a retiree once they reach full Medicare eligibility. The cash option shall be prorated

through the month the retiree reaches full Medicare eligibility at a rate of \$100 per month.

4. This cash option shall not be available upon retirement for Employees with a hire date on or after July 1, 2013.

## **ARTICLE 20 - LIFE INSURANCE**

20.1: The Township agrees to provide each Employee with group life insurance in the amount of \$50,000. New Employees are covered the first of the month following date of hire.

20.2: Accidental death and/or dismemberment group coverage in the amount of \$50,000 will also be provided.

20.3: Retirees will be provided with \$1,000 group life insurance.

## **ARTICLE 21 – DISABILITY BENEFITS**

21.1: Short Term Disability.

- A. The Employer agrees to provide the Employee with benefits which will pay 60% of their base salary, up to \$2,000 per month, at the time of disability on the first day of accident, first day of hospitalization, or eighth day of sickness for nonoccupational accident or sickness for a period of up to 180 calendar days. After 180 calendar days, the Employee is eligible for Long Term Disability benefits as provided in Article 21, Section 21.2, below.
- B. The Short-Term Disability Benefit will be supplemented by the Employee’s Sick Days to allow the Employee to receive 100% of their base weekly salary.
- C. The Township is fully self-insured for Short Term Disability benefits.

21.2: Long Term Disability

- A. The Employer shall provide long-term disability benefits, subject to the carrier's terms and definitions and coordination of benefits provisions, as follows:



1. Disability - due to non-duty incurred illness or injury
2. Elimination Period - 180 calendar days
3. Maximum Benefits - to age 65
4. Monthly Benefit - 60% of wages not to exceed per month.

## **ARTICLE 22 - WORKERS' COMPENSATION**

22.1: Each Employee will be covered by the worker's compensation laws of the State of Michigan and leave due to a bona fide work-related injury will be administered in accordance with the current law as set forth at MCL §418.101 *et seq.*

22.2: Any full-time Employee who suffers a loss time injury compensable under the Workers' Compensation Act, and if the Employee is unable to return to full time work even with accommodations, the Employer shall pay the difference between the amount of worker's compensation benefits and the Employee's then base rate of pay for a period of 18-months. The Employee will continue to receive all benefits afforded to actively working members of the bargaining unit for the first 12-months of the duty disability leave.

22.3: As long as the Employee is eligible for and receives Workers' Compensation benefits, the Employer shall continue health insurance coverage. After the 18-month period provided for in Section 22.2, the life insurance coverage may be continued by the Employee paying the premium.

22.4: The Township may offer the Employee a job at their regular rate of pay which the Employee may not refuse if such job is available in the Fire Department.

22.5: An Employee may not work for another employer while receiving worker's compensation benefits and supplementation from the Township.

22.6: No Employee shall receive more than 100% of their base salary while on a leave of absence due to duty related disability. In the event an injured Employee becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits shall be coordinated and the Township's obligation to supplement wage loss benefits under this Article will be limited to bringing the Employee to their regular base wage rate.

22.7: The Township reserves the right to participate in self-insurance programs to provide workers' compensation benefits.

## **ARTICLE 23 – LIGHT DUTY**

23.1: An Employee who is off duty due to an injury or illness may be assigned to light duty subject to the approval of the Employee, the Employee's physician, and the Fire Chief or their designee. Employees on light duty shall be assigned to a 40-hour work week. Hours of work will be determined by the Fire Chief or their designee. During any week the Employee works less than 40 hours, the Employee shall use leave time, which includes PTO, sick time, or compensatory time.

23.2: Work shall be limited to fire-related activities. During this time, the Employee shall suffer no reduction in pay, and shall not be counted for minimum staffing purposes. A light duty assignment may be terminated at the discretion of either party with written notice to the other.

23.3: While an Employee is working a 40 hour per week light duty assignment, the following shall prevail:

- A. The Employee's hourly rate of pay shall be adjusted for a 40-hour week rather than a 53.1-hour week (Employee's annual salary ÷ 2080 for 40-hour week vs. Employee's annual salary ÷ 2761.2 for 53.1-hour week).
- B. The Employee shall be required to work forty (40) hours per week and shall receive Holiday Pay in accordance with Article 16 of the contract.
- C. The Employee's Sick Days will be administered in accordance with Article 25 of this Agreement.
- D. Employees who have been placed on a 40-hour light/restricted duty work schedule for greater than 15 days in a calendar month will have Kelly time adjusted.
  - 1. Finance will adjust/deduct twelve hours of Kelly time for each month the employee remains on a 40-hour light duty work schedule greater than 15 days in a calendar month. Adjustments will be made monthly. If there is no Kelly time available to cover the deduction, PTO will be adjusted accordingly.

## **ARTICLE 24 - PAID TIME OFF**

24.1: The Paid Time Off Program (“PTO”) combines vacation and personal days into a single benefit bank for compensation during an Employee’s time away from work.

- A. Eligibility and Amount. Employees shall be eligible for PTO on the following basis:
1. After one (1) year of service, one hundred forty-four (144) hours per year.
  2. After two (2) years to five (5) years of service, two hundred sixteen (216) hours per year.
  3. After five (5) years to ten (10) years of service, two hundred eighty-eight (288) hours per year.
  4. After ten (10) years to fifteen (15) years of service, three hundred sixty (360) hours per year.
  5. After fifteen (15) years of service and above, four hundred thirty-two (432) hours per year.
  6. Employees with at least one (1) year seniority will be granted forty-eight (48) hours of bonus PTO in the calendar year following a calendar year in which they have not used any sick time. One-half (1/2) hour of bonus PTO will be deducted for each one (1) hour of sick time taken in a calendar year. If an Employee uses ninety-six (96) hours of sick time in one calendar year, they lose all bonus PTO for the following calendar year.
    - a. 53.1-hour work week employees shall be permitted to use up to 48 hours of sick time on immediate household members. Sick time for immediate household members shall be calculated as sick time used when calculating sick time bonus.
- B. Employees must take their PTO as earned. Carryover not to exceed two hundred sixteen (216) hours may occur only with the permission of the Fire Chief or their designee. An Employee may cash out no more than two hundred sixteen (216) hours of unused PTO each year on the first pay of November or the first pay of June.

24.2: The anniversary date of service, for the purpose of this Article, shall be measured by reference to the most recent day of appointment to the Fire Department. The PTO use period shall be from January 1 to December 31 of each year.

24.3: Employees separated from the Fire Department due to death or retirement shall be compensated in cash for all unused PTO accumulated at the regular rate of pay at the time of separation, with only 50% of such payout counting towards final average compensation for pension purposes. An Employee resigning will likewise be paid providing they give two (2) weeks advance written notice to the Fire Chief or their designee of their intent to resign. Employees with less than one (1) year of service whose employment is terminated for any reason, or resigns, are not entitled to any PTO benefits.

24.4: Employees shall be afforded a reasonable time to designate their preferred PTO dates, and any such selection to be made on or before December 15 for the following year. Selection shall be based upon seniority in the Fire Department and each shift shall select independently of the other. PTO shall be selected in the following manner:

- A. Employees with two hundred sixteen (216) hours or less PTO may select during the “summer PTO pick period” (April through September). Selection shall be made by seniority.
- B. Employees with over two hundred sixteen (216) hours of PTO may select up to two hundred sixteen (216) hours during the “summer PTO pick period” (April through September) and the balance must be selected during the “winter PTO pick period” (October through March).
- C. Selection in either period shall be by departmental seniority with the Fire Chief or their designee having final authority to approve all PTO selections and make final PTO assignments. The Fire Chief or their designee will not deny a PTO selection which coincides with a holiday period or with hunting season (October 1 through December 31) when the only reason for the denial is that any form of specialized training or schooling has been scheduled.
- D. PTO may be taken in one (1) hour increments.
- E. Four (4) Employees shall be allowed to schedule PTO per duty day; provided however, that minimum staffing requirements, as established in the sole discretion of the Fire Chief, must be met, and that at least three Command Officers shall be on duty at all times. Seventy-two (72) hour

PTO requests shall take precedence over twenty-four (24) hour PTO requests.

- F. Upon signing of the January 2020 contract the Township will increase the number of the Captains to 12. Three officers will be allowed off on any given day.

24.5: If an Employee becomes sick or disabled during their scheduled PTO, they may, by notifying the Fire Chief or their designee or the shift commander on duty, and upon proper medical certification of the sickness or disability, charge the PTO to their sick time bank and have the period of sickness or disability credited to their PTO and pay. In the event of a death in the Employee's immediate family, for which the Employee is entitled to Funeral Leave pursuant to Article 26 of this Agreement, and if the death and funeral occur while the Employee is on PTO, the leave time to which the Employee is entitled will be charged as Funeral Leave, and an equivalent amount of time will be credited to the Employee's PTO bank.

24.6: Fire Prevention employees shall have a Paid Time Off ("PTO") program which combines vacation and personal days into a single benefit bank for compensation during an Employee's time away from work.

- A. Fire Prevention employees shall be eligible for PTO on the following basis:
  - 1. After one (1) year of service, eighty (80) hours per year.
  - 2. After two (2) years to five (5) years of service, one hundred twenty (120) hours per year.
  - 3. After five (5) years to ten (10) years of service, one hundred sixty (160) hours per year.
  - 4. After ten (10) years to fifteen (15) years of service, two hundred (200) hours per year.
  - 5. After fifteen (15) years of service and above, two hundred forty (240) hours per year.

Employees in the Fire Prevention Division will be allowed to accumulate and carry over 120 hours of PTO, subject to the stated requirements for PTO accumulation and carryover found in this Article. Only one (1) Fire

Prevention employee may be off at a time unless otherwise approved by the Fire Chief or his designee.

- B. Bonus PTO: Fire Prevention employees with at least one (1) year seniority will be granted twenty (20) hours of bonus PTO in the calendar year following a calendar year in which the Employee has not used any sick time. One-half (½) hour of bonus PTO will be deducted for each one (1) hour of sick time taken in a calendar year. If an Employee uses forty (40) hours of sick time in one calendar year, they shall lose all bonus PTO for the following calendar year.
- C. Sick Time used for union business pursuant to Article 5, Section 5 (b), will not count toward the loss of bonus PTO as described above.

## **ARTICLE 25 - SICK LEAVE**

25.1: Each Employee shall be credited with one sick leave day (twenty-four (24) hours) per month of service rendered. Employees will not be credited additional sick time if they are off work on sick time, non-duty disability or any unpaid leave more than 30 duty days.

25.2: Any Employee going to a forty (40) hour week assignment shall keep their twenty-four (24) hour sick bank and be charged at 1/3 of a sick day (8 hours) if sick time is used during such assignment. Such Employee will earn one eight (8) hour sick day per month during such forty (40) hour week assignment and any accumulation while on forty (40) hour assignment will be at the rate of three eight (8) hour sick days equaling one twenty-four (24) hour sick day.

25.3: Use of sick time.

- A. An Employee shall be entitled to charge accumulated sick leave credits for illness or injury; subject to verification by medical certificate or proof of illness, after being off work for two (2) consecutive full duty days. The Employer reserves the right to conduct any reasonable investigation regarding an Employee's use of sick days.
- B. Duty-incurred illness or injury shall not be charged against the accumulated sick leave credits of the Employee. An Employee off work due to a duty-incurred illness or injury shall not be eligible for Long-Term Disability insurance benefits.

- C. An Employee requesting sick days for psychological or stress reasons must provide proof that they are currently under the care of a licensed clinical psychologist or psychiatrist.
- D. An Employee who works a 53.1-hour work week shall be permitted to use up to 48 hours of sick time on immediate household members. Sick time for immediate household members shall be calculated as sick time used when calculating sick time bonus.

Employees working a 40-hour schedule shall be permitted to use 16 hours of sick time on immediate household members. Sick time for immediate household members shall be calculated as sick time used when calculating sick time bonus.

- 1. Upon calling in sick the employee will specify if it is the employee sick or an immediate family member.
- 2. Sick time for an immediate family member is not subject to needing a sick note.

25.4: Accumulation of sick days for actual use by Employees during their employment with the Township shall not exceed the equivalent of 240 duty days. For purposes of payout of accumulated sick days following separation, death, or retirement, the accumulation of sick days shall not exceed the equivalent of 100 duty days.

25.5: An Employee, upon separation for cause, shall not be paid any unused accumulated sick days. Upon death, retirement, or voluntary separation, providing written notice of resignation is given two (2) weeks prior to resignation, the Employee or their beneficiary shall be entitled to payment for one-half (½) of the unused accumulated sick days, with the maximum possible accumulation for such purposes being 100 duty days, with a maximum buyout of 50 duty days. Sick days shall not be considered a right which the Employee may use at their discretion, but shall be used only in case of their personal illness or disability. Sick day bank balances will be posted at the end of January each year. Sick time balances are updated monthly as accrued in the Kronos timekeeping system.

25.6: At the request of the Employee, sick time equivalent to a maximum of twelve (12) duty days will be paid out at year-end provided that there is no sick time used during the year. The payout will be at 50% and will not be included in FAC for pension calculation. If the Employee selects to be paid at year-end, the hours paid for and the balance of the annual sick time will not be added to the Employees' sick bank. Sick time buy-outs for the preceding year shall be included in the second paycheck in January.

25.7: Sick time used for union business pursuant to Article 5, Section 5.5.D. will not count as sick time used for determining eligibility for receiving the annual unused sick time payout.

25.8: For purposes of this section, "sick leave day" shall mean a 24-hour duty day, or 8-hour day, depending on assignment.

25.9: An Employee on sick time shall not receive more than 100% of their regular pay.

## **ARTICLE 26 - FUNERAL LEAVE**

26.1: Employees shall be entitled to funeral leave with pay in the event of a death in the Employee's immediate family as determined under Section 26.2

A. Funeral leave shall be granted as follows:

1. Up to three (3) calendar days, if death occurs in local area.
2. Up to five (5) calendar days, if death occurs outside the area, or in excess of 250 driving miles, one way from Township Hall.
3. The Fire Chief or their designee may grant a reasonable extension of leave to be deducted from the Employee's sick days in the event of extraordinary circumstances. The Fire Chief or their designee will exercise their right to grant extensions in a reasonable manner.

26.2: An Employee's immediate family shall include wife, husband, mother, mother-in-law, step-mother, father, father-in-law, step-father, sister, sister-in-law, brother, brother-in-law, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandparents, grandparents-in-law, and, in the event an Employee was raised or living with a legal guardian or relative in the same household, such person shall be determined to be a member of Employee's immediate family. Additionally, aunts, uncles, nephews, and nieces to the first degree of consanguinity shall be considered immediate family. The Employee may be required to furnish proof of the death and that they attended the funeral.

## **ARTICLE 27 - UNIFORMS**

27.1: The Township shall provide protective gear for each Employee, including an OSHA-approved helmet, boots, gloves, coat, and bunker pants. Protective gear shall only be worn while at work.



27.2: The Employer will furnish all uniform items as specified in the Fire Department’s Uniform Specifications and Standards of Appearance Policies, and in lieu of any uniform or cleaning allowance.

27.3: Employees must turn in all uniform items furnished upon termination or separation prior to issuance of final paycheck.

27.4: All Employees shall receive replacement of all uniform items from the Fire Department upon the uniform item becoming worn, damaged and/or unserviceable including weight gain or weight loss. Such uniform item shall be presented to the Fire Chief or their designee for determination on the condition of the uniform item.

27.5: The Fire Chief or their designee shall make all final determinations on any changes in the uniform.

27.6: The Employer shall provide for cleaning every six months, or as needed, for the following uniform items at no cost to the Employees:

- A. One jacket (winter and spring)

27.7: The Employer will provide a clothes washer and clothes dryer at each Fire Station.

27.8: Uniforms for Fire Prevention Employees.

- A. The Employer will furnish all uniform items as specified in the Canton Fire Department’s Uniform Specifications and Standards of Appearance Policies in lieu of any uniform or dry-cleaning allowance. Employees must turn in all uniform items furnished by the Township upon termination or separation prior to issuance of final paycheck.
- B. All Employees shall receive replacement of all issued uniform items from the Fire Department upon the uniform item becoming worn, damaged and/or unserviceable, including weight gain or weight loss. Such uniform items shall be presented to the Fire Chief or their designee for determination of the condition of the uniform item.
- C. The Fire Chief or their designee shall make all final determinations on any changes in the uniform.

- D. The Employer shall provide for cleaning every six (6) months, or as needed, for the following uniform items at no cost to the employees:
1. (1) Class A hat
  2. (1) One jacket (winter and spring)

## **ARTICLE 28 – ADMINISTRATION AND FIRE PREVENTION** **DIVISION**

28.1: The Fire Prevention Division shall be headed by the Deputy Fire Chief and such other personnel as the parties to this Agreement may subsequently mutually agree. It is specifically understood that the Fire Prevention Division is a separate and specialized division, requiring special qualifications.

28.2: The Deputy Chief shall be a non-Union position, which shall be filled by a person promoted from the bargaining unit on the basis of a competitive process. In the case a qualified candidate is not found within the bargaining unit, the Township, in its sole discretion, may seek external candidates for the position.

28.3: The supervision, coordination and operation of the Fire Prevention Division shall be the responsibility of the Fire Marshal. Subordinate to the Fire Marshal shall be the Fire Inspectors, who are the members of the Fire Prevention Division.

28.4: Fire Marshal.

- A. The Fire Marshal will work a Monday through Friday, eight (8) hours per day, schedule, with a one-half hour (1/2) in-service lunch.
- B. The Fire Marshal position will be part of the command structure overseeing the Fire Prevention Division and shall be subordinate to the Deputy Fire Chief.
- C. The Fire Marshal may be used in fire suppression activities in emergency situations as mandated by the Fire Chief, Fire Chief or their designee. In addition to Article 28, duties of the Fire Marshal shall be determined by the Fire Chief.
- D. This position shall be filled by a person filled from within the bargaining unit in accordance with Article 11.6 it being understood that departmental seniority will be maintained within the bargaining unit. An Employee selected to be Fire

Marshal can elect to transfer back to the Fire Suppression Division without loss of seniority, but must return to the open vacancy.

- E. The Fire Marshal shall be entitled to the following wages and fringe benefits:
1. The wage scale for the Fire Marshal is set forth in Article 14.
  2. The Fire Marshal shall not receive a food allowance or Holiday Pay.
  3. All time worked in excess of the set forth in A., above, shall be paid at time and one-half (1 1/2), unless the Fire Marshal, with the approval of the Fire Chief, elects to take that time as compensatory time.
  4. If required to work a holiday, the Fire Marshal shall be paid double time for all time worked. The Fire Marshal shall have the same holidays as the Director of Public Safety.
  5. The Township shall pay for all training and expenses, excluding lunches, for all required state certifications and renewals as shall be necessary for the maintenance of the position.
  6. Uniforms.
    - a. The Township shall provide all required uniform items as specified in the Fire Department's Uniform Specifications and Standard of Appearance Policies.
    - b. The Employee must turn in all uniform items furnished upon termination of separation from the Township prior to issuance of Employee's final paycheck.
    - c. The Township shall provide cleaning every six months, or as needed, for the following uniform items at no cost to the Employee:
      1. Class A hat.
      2. One jacket (winter and spring).
  7. The Fire Marshal shall have the same PTO program and bonus PTO as Fire Prevention Employees as set forth in Article 24.
  8. Sick time used for union business pursuant to Article 5 shall not count toward the loss of bonus PTO.

28.5: Employees of the Administration and Fire Prevention Divisions can be utilized in fire suppression activities as mandated by the Fire Chief or their designee.

28.6: For Employees promoted from the Fire Suppression Division, the position of Fire Inspector in Fire Prevention shall be equivalent to that of Captain in Fire Suppression, for purposes of economics only.

28.7: Employees who are hired from outside of the Fire Department for the position of Fire Inspector shall receive the same Start pay as a Firefighter/Medic and shall be paid according to the pay scale found in Article 14 of this Agreement. These Employees shall have no automatic right to transfer from the Fire Prevention Division to the Fire Suppression Division. They must apply and test for a Fire Suppression Division position in an open, competitive examination. If they are hired into the Fire Suppression Division, they shall start at the start rate of pay for Firefighter/Medic.

28.8: Employees in the Fire Prevention Division hired from outside the bargaining unit shall not be required to be EMT or ALS certified, and shall receive no EMT or ALS bonus.

28.9: Fire Suppression Employees shall be eligible for appointment to the position of Fire Inspector and such appointment shall be solely on the basis of seniority as a firefighter upon successful completion of an interview process. The Township has the sole right to determine the number of Fire Inspectors in the Fire Prevention Division.

28.10: If no Employee applies for a position in Fire Prevention--either the Fire Marshal or Fire Inspector-- the Township may fill the vacant position from outside the bargaining unit. If the position is filled from outside the bargaining unit, the Employee does not have to be ALS or BLS licensed. Anyone not ALS licensed who is hired after 7/1/1997, and requests transfer to Fire Suppression will be required to meet all qualifications of Article 14, Section 14.7, at their own expense, prior to requesting transfer.

28.11: Employees of the Fire Prevention Division are eligible for promotions in the Fire Suppression Division based on their current Fire Suppression seniority.

28.12: The Township will provide and bear the full costs, excluding lunches, of training and subsequent expenses required, or incurred, for the State certification, and renewals, of each Fire Inspector.

28.13: Employees appointed to the Fire Prevention Division must complete a minimum of three (3) years in that assignment, with the exception that the Employee may return for the purposes of a promotion in Fire Suppression. After completion of three (3) years, the Employee may return

voluntarily, without loss of seniority, to the position they previously held in the Fire Suppression Division. If no other Fire Suppression Employees apply for the Fire Inspector position, the same Employee can re-apply for another three (3) year assignment without loss of seniority. After this three (3) year period, the Employee may return upon written request to the Fire Chief or their designee, and upon written request to the Fire Chief, to their former position in Fire Suppression only if, and when, a vacancy exists in that division.

28.14: Employees who request to return after thirty (30) calendar days can do so to the position of Firefighter in Fire Suppression.

28.15: Employees of the Fire Prevention Division shall receive wages and fringe benefits equal to those offered similar to a rank in the Fire Suppression Division, with the following exceptions:

- A. No holiday allowance shall be paid.
- B. If Fire Prevention Employees are required to work a holiday, the Employee shall be paid double time for all hours worked. Employees of the Fire Prevention Division are entitled to the same Holidays as the Fire Chief or their designee.
- C. Fire Prevention Employees will work a five (5) day, eight (8) hours per day schedule, Monday through Friday. Working hours shall occur between the hours 8:00 A.M. to 5:00 P.M. with a one half (½) hour in-service lunch, unless mutually agreed between the Employee and Fire Chief. Individual schedules shall be approved by the Fire Chief. The Employer shall have the right, in its sole and exclusive discretion, to reschedule Employees with a minimum of 72 hours' notice for training, special events, court and emergencies.
  - 1. "Special event" means festivals, open houses or any special event where the general public is expected to attend. Normal scheduling of the Fire Safety House is not considered a special event. Other special events can necessitate rescheduling of personnel during business days.
- D. All time worked in excess of the above shall be paid at time and one-half, unless the Fire Prevention Employee, with the approval of the Fire Chief, elects to take compensatory time for said time. Employees are required to give twenty-four (24) hours' notice prior to taking compensatory time.

## **ARTICLE 29 - COURT TIME**

29.1: When an Employee is subpoenaed to appear in court on a matter related to the Employee's employment with the Township, and the Employee is not on duty, they shall receive one and one-half (1½) times their normal hourly rate of pay, at a minimum of three hours, for time spent at court. If on duty, the Employee may leave work with pay to attend such session, and then return back to work, provided the appearance is connected with the Employee's employment with the Township.

29.2: In the event an Employee receives a fee for their appearance in court, said fee shall be turned over to the Township and the Employee shall only receive compensation in accordance with this Agreement.

## **ARTICLE 30 - JURY DUTY**

30.1: When an Employee is summoned for jury duty, they shall be paid by the Employer for each duty day spent performing jury duty, if the Employee would otherwise have been scheduled to work for the Employer, for a period not to exceed thirty (30) calendar days in any one calendar year. Provided, however, that the employee must remit to the Township any compensation received for jury service on otherwise scheduled duty days.

30.2: If the Employee is excused from jury duty prior to the end of their scheduled duty day, they will be required to return to work to complete the scheduled duty day.

## **ARTICLE 31 - TUITION REIMBURSEMENT PROGRAM**

31.1: Purpose and Scope: This program is offered to encourage Employees to improve their job skills, to increase their value to the Township and to assist them in preparing for future advancement with the Township. The scope of the program does not include special seminars or "short courses" of a few days' duration, which will continue to be considered on an individual and departmental training basis as in-service training.

31.2: General Provisions: The following provisions are established to govern the administration of the Township's Tuition Reimbursement Program:

- A. Application for Tuition Reimbursement may be made by any Employee who has completed their probationary period.

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- B. Applications will not be considered if the Employee is eligible for or receiving funds for the same course from any other source (e.g. internship, work study, independent study, GI Bill, scholarships, vocational, rehabilitation, etc.)
- C. An application will be approved only for course work directly related to the Employee's present job.
- D. Reimbursement shall be made only for course work completed at accredited colleges and universities (North Central accreditation).
- E. Reimbursement shall be limited to eight hundred (\$800.00) Dollars per Employee per Township fiscal year for credit courses.
- F. Reimbursement for tuition shall be according to the following schedule:
  - 1. 100% reimbursement for courses completed with "C" or higher or numerical equivalent (70% or above) to a maximum of \$800.
  - 2. 0% reimbursement for courses with a grade less than "C" (below 70%).
  - 3. 0% reimbursement for courses not completed (e.g. drop, incomplete, audit, withdrawal).

31.2: Employees must submit an official school transcript showing final grade received. (The Employee shall be considered as having concluded a class when the term ends for which the school quotes the tuition fee.)

31.3: Because funds for the Tuition Reimbursement Program are limited, priority shall be governed by the date and time that completed applications are received in the Fire Department. Approval and reimbursement is contingent upon the availability of funds budgeted by the Township, the Employee's successful completion of the course, and adherence to the procedures and policies of the Program.

31.4: Expenses such as registration, books, lab fees, parking, mileage, etc., shall not be part of the Tuition Reimbursement Program.

31.5: The Employee shall attend classes on their own time and without compensation from the Township.

31.6: An Employee must have prior approval for a course to receive reimbursement.

31.7: The Employee shall be required to refund all money received under the program in the event the Employee separates from the Township service within a three (3) year period subsequent to completion of the course. Payment shall be in one lump sum to be deducted from the Employee's final paycheck or reimbursed forthwith by the Employee upon termination of employment with the Township.

31.8: An Employee must apply for reimbursement within thirty (30) calendar days of receipt of the final grade in the course.

31.9: It is the Township's understanding that the reimbursement benefit under this policy will be considered income by the Internal Revenue Service. Therefore, this benefit will be subject to the appropriate payroll taxes.

31.10: It is recognized that in an area as broad as Tuition Reimbursement, this policy may not cover all situations. The Fire Chief or their designee shall be the final authority in judging whether reimbursement shall be made. The decision of the Fire Chief or their designee shall be final and binding on all parties.

31.11: Tuition Reimbursement Program Procedures

- A. An Employee who wishes to apply for tuition reimbursement from the Township shall complete an application form from the Public Safety Department. This application form must then be submitted to the Fire Chief.
- B. The application will be reviewed by the Fire Chief. If the application is approved by the Fire Chief, it shall be forwarded to the Human Resources Manager. If approved by the Human Resources Manager, then the Employee shall be eligible for tuition reimbursement.
- C. Within thirty (30) calendar days after successful completion of an approved course, the Employee shall present to the Fire Chief an official transcript of the course grade and credits as well as an appropriate receipt for tuition. This material will then be forwarded to the Human Resources Manager for review and approval or disapproval.
- D. If the transcripts and receipts submitted to the Human Resources Manager are deemed acceptable pursuant to the Township's Tuition Reimbursement



policy, the Human Resources Manager shall prepare and forward a check request to the Finance Department for the Employee's reimbursement on the next regular pay.

## **ARTICLE 32 - SAFETY**

### 32.1: Minimum Staffing Requirement

- A. There will be eight (8) or more Fire Suppression Employees on duty and available to respond to runs during normal shifts.
- B. Insofar as it is possible, there will be six (6) Fire Suppression Employees at the main station and four (4) Fire Suppression Employees at the sub-stations.
- C. There will be a command officer in charge at each station at all times. Fire suppression Employees who replace or who perform all the duties of a command officer will be paid at the Captain's rate. For the purposes of step up pay, it is understood that there is only one (1) command officer position at each station. Station 1 - will have a Battalion Chief as the regularly scheduled shift commander and substations will have a Captain as the regularly scheduled station commander. Additional Captains shall be assigned to Station 1, who shall be the least senior Captains, with the Fire Chief having the authority to reassign the Captains based on the operational needs of the department. Any individual who may be temporarily promoted to achieve this staffing will not be granted any retroactive benefits based on such promotion. They will receive all benefits, as set forth in this Agreement, effective the date of any such promotion.

32.2: The Township shall furnish the necessary equipment, in good working order, to insure the maximum safety of the Employees.

32.3: A Safety Committee shall be appointed on an annual basis and shall consist of a Township representative, the Fire Chief or their designee, and two fire suppression Employees designated in writing by the Union to the Township on an annual basis.

## **ARTICLE 33 - LIABILITY INSURANCE**

33.1: The Employer will provide liability insurance which will fully protect the Employees from any liability or damage claims arising in the course of their employment, providing such liability

insurance coverage is reasonably available in the insurance market. The Employer has the right to participate in self-insurance programs which provide the Employees with this protection.

## **ARTICLE 34 - MISCELLANEOUS**

34.1: Parking. Suitable parking facilities for Employee automobiles shall be provided at all Fire Department facilities, fire stations, and work sites.

34.2: Skilled labor. No Employee of the Fire Department shall be required to perform skilled labor usually performed by a skilled tradesman, (e.g. electrician, plumber, carpenter, or painter). However, this does not preclude any Employee from voluntarily performing such work. Ordinary housekeeping duties as presently performed, including maintenance of grounds (such as cutting grass, shoveling snow) and such other tasks which are presently voluntarily performed, and that add to the safety and aesthetics of the stations and property, shall continue.

34.3: Window washing. Employees will not be required to wash outside windows when the temperature is below 40° Fahrenheit.

34.4: Copy of Agreement. One copy of this Agreement shall be distributed by the Township to all members of the bargaining unit. Distribution shall be made within thirty (30) calendar days after ratification and signing by all parties.

34.5: Work and Training Schedule.

A. Ordinary housekeeping will be completed between 8:00 A.M. and 12:00 P.M. with a one-half hour break period during this time. Employees are then entitled to a one-hour lunch period. The regular work routine is not required to be followed on Saturdays, Sundays and Township holidays. However, on Saturdays, Sundays and Township holidays Employees will perform all housekeeping required to keep Department stations clean and presentable to the public, and Employees will maintain all equipment in a serviceable and ready condition. Hose testing will be done only between the hours of 8:00 A.M. and 3:00 P.M.

B. Normal shift training will be conducted Monday through Friday between the hours of 8:00 A.M. to 5:00 P.M.; provided, however, that quarter annually, night training shall be conducted in accordance with ISO standards. On the shift during which night training will occur, there shall be no shift training during the normal 8:00 A.M. to 5:00 P.M. time slot.

There will be no mandatory training on Saturdays, Sundays or Township holidays. All training shall be approved by the Training Committee with the Fire Chief having final authority.

- C. Command officers are required to attend Staff and Command School. In addition, command officers may be required to attend up to a maximum of eighty (80) hours of other command/leadership training per year, except for the year in which they attend Staff and Command School. The Township will cover the full cost of all schools, training, etc., (including any books or other materials) that may be required. The Employer shall have the right to reassign Command officers to a 40-hour work week for the purposes of attending Staff and Command School, with the understanding that in the case of extenuating circumstances as determined in the sole discretion of the Fire Chief, the Fire Chief may authorize an Employee to take a one-time, one-year deferral from attending Staff and Command School.
  
- D. The Employer may grant an Employee Compensatory Time at time and one-half (1 1/2) for voluntarily attending a training class outside a regular duty day. Such rescheduling of time shall be during the Employee's normal shift. The rescheduling of time shall not conflict with the granting of PTO, or minimum staffing requirements.
  - 1. Employees shall have the option to annually accrue a maximum of eighty (80) hours Compensatory Time.
  - 2. Employees are required to give reasonable notice when taking Compensatory Time. The Fire Chief or their designee may grant approval with less notice at their discretion. It is understood that the Fire Chief or their designee has the right to deny the taking of Compensatory Time when taking into consideration the operating needs of the Department.
  - 3. No more than thirty-five (35) hours of Compensatory Time earned in one (1) year may be carried over to the following year.
  - 4. All compensatory time not taken before December 31, or scheduled to be taken after December 31 of each year, or carried over, shall be paid out the last pay in December.

34.6: Mileage. The Township will reimburse Employees at the current IRS allowable rate for any mileage that the Employee may incur while using their personal vehicle on duty and for an activity that is related to the Employee’s firefighting duties. If a Township fleet vehicle is available, Employee must use it and shall not receive mileage.

34.7: Repayments. An Employee shall repay all overpayments made to them by the Township, except that the maximum amount which can be deducted from any single paycheck is five percent (5%) of the Employee's gross pay. There will be a two (2) year limitations period beginning from the date of overpayment within which the Township must begin making deductions from the Employee’s pay. This does not affect any rights or remedies the Township may have under civil law.

34.8: Firearms. No member of the Canton Fire Department will be allowed to carry a firearm in the performance of their duties or working as a paramedic or tactical paramedic for any specialty teams.

## **ARTICLE 35 - MAINTENANCE OF CONDITIONS**

35.1: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement. No Employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, except as expressly agreed by the parties.

35.2: The Township will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

35.3: This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, this Agreement shall prevail.

## **ARTICLE 36 - SAVINGS CLAUSE**

36.1: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the Employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

36.2: This Agreement shall be binding on the successors and assigns on both parties regardless of changes in management, consolidation, merger, transfer, annexation and location, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any geographic alterations.

**ARTICLE 37 - DURATION AND TERMINATION**

37.1: This Agreement shall be effective the 1st day of January 2020 and shall remain in full force and effect through December 31, 2023.

37.2: The parties agree that commencing not later than six months prior to the expiration of this Agreement at the request of either party, they will undertake negotiations for a new agreement for a succeeding period.

37.3: Except as otherwise provided by law, and in the event, negotiations extend beyond the expiration date of this Agreement, the terms and conditions contained herein shall remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 21<sup>st</sup> day of July, 2021.

[SIGNATURES BEGIN ON THE NEXT PAGE]

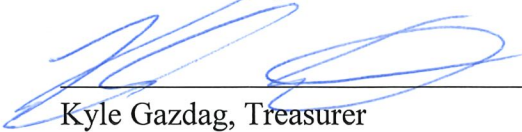
**FOR THE LOCAL ASSOCIATION:**



Michael Thoms, President



Adam DeCraene, Vice President

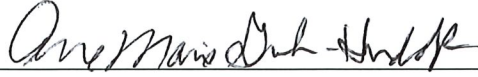


Kyle Gazdag, Treasurer



Tom Agoes, Secretary

**FOR THE CHARTER TOWNSHIP OF  
CANTON:**

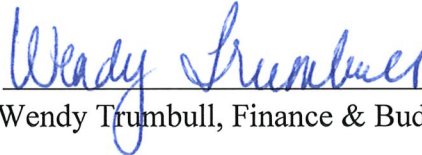


Anne Marie Graham-Hudak, Supervisor



Michael Siegrist, Clerk

**TOWNSHIP NEGOTIATING TEAM:**



Wendy Trumbull, Finance & Budget Director



Christopher Stoecklein, Director of Fire Services

APPENDIX A  
WAGE SCALE

	2020 (2.5%)		2021 (2.25%)		2022 (2.0%)		2023 (2.5%)	
	Start	6 Months	Start	6 Months	Start	6 Months	Start	6 Months
Captain	\$ 84,625	\$ 88,217	\$ 86,529	\$ 90,202	\$ 88,260	\$ 92,006	\$ 90,466	\$ 94,306
Fire Inspector (Promotion)	\$ 84,625	\$ 88,217	\$ 86,529	\$ 90,202	\$ 88,260	\$ 92,006	\$ 90,466	\$ 94,306
Battalion Chief	\$ 92,679		\$ 97,138	*	\$ 99,081		\$ 101,558	
Training Officer	\$ 92,679		\$ 97,138	*	\$ 99,081		\$ 101,558	
Fire Marshal	\$ 92,679		\$ 97,138	*	\$ 99,081		\$ 101,558	

\* Beginning rate in 2021

	2020 (2.5%)				
	Start	2nd Year	3rd Year	4th Year	5th year
Firefighter	\$ 46,089	\$ 55,767	\$ 62,639	\$ 69,513	\$ 76,388
Firefighter/Medic	\$ 49,312	\$ 59,671	\$ 67,027	\$ 74,378	\$ 81,734
Fire Inspector (New Hire)	\$ 49,312	\$ 59,040	\$ 68,765	\$ 78,490	\$ 88,217
	2021 (2.25%)				
	Start	2nd Year	3rd Year	4th Year	5th year
Firefighter	\$ 47,126	\$ 57,022	\$ 64,048	\$ 71,077	\$ 78,107
Firefighter/Medic	\$ 50,422	\$ 61,014	\$ 68,535	\$ 76,052	\$ 83,573
Fire Inspector (New Hire)	\$ 50,422	\$ 60,368	\$ 70,312	\$ 80,256	\$ 90,202
	2022 (2.0%)				
	Start	2nd Year	3rd Year	4th Year	5th year
Firefighter	\$ 48,069	\$ 58,162	\$ 65,329	\$ 72,499	\$ 79,669
Firefighter/Medic	\$ 51,430	\$ 62,234	\$ 69,906	\$ 77,573	\$ 85,244
Fire Inspector (New Hire)	\$ 51,430	\$ 61,575	\$ 71,718	\$ 81,861	\$ 92,006
	2023 (2.5%)				
	Start	2nd Year	3rd Year	4th Year	5th year
Firefighter	\$ 49,271	\$ 59,616	\$ 66,962	\$ 74,311	\$ 81,661
Firefighter/Medic	\$ 52,716	\$ 63,790	\$ 71,654	\$ 79,512	\$ 87,375
Fire Inspector (New Hire)	\$ 52,716	\$ 63,114	\$ 73,511	\$ 83,908	\$ 94,306