

**CHARTER TOWNSHIP OF OSHTEMO**  
**and**  
**LOCAL 5240 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**  
  
**COLLECTIVE BARGAINING AGREEMENT**  
  
**January 1st 2026 through December 31st 2028**

## **TABLE OF CONTENTS**

### Contents

<b>AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE I UNION RECOGNITION.....</b>	<b>5</b>
<b>ARTICLE II UNION RIGHTS .....</b>	<b>6</b>
<b>ARTICLE III TOWNSHIP/MANAGEMENT RIGHTS .....</b>	<b>7</b>
<b>ARTICLE IV UNION DUES, FEES, AND ASSESSMENTS .....</b>	<b>8</b>
<b>ARTICLE V SENIORITY .....</b>	<b>9</b>
<b>ARTICLE VI GRIEVANCE PROCEDURE .....</b>	<b>11</b>
<b>ARTICLE VII TRADE TIME .....</b>	<b>13</b>
<b>ARTICLE VIII LAYOFF AND RECALL .....</b>	<b>14</b>
<b>ARTICLE IX LEAVES OF ABSENCE.....</b>	<b>16</b>
<b>ARTICLE X WAGES AND HOURS .....</b>	<b>19</b>
<b>ARTICLE XI PROFESSIONAL DEVELOPMENT .....</b>	<b>24</b>
<b>ARTICLE XII VACANCIES .....</b>	<b>26</b>
<b>ARTICLE XIII INSURANCES.....</b>	<b>27</b>
<b>ARTICLE XIV HOLIDAYS .....</b>	<b>28</b>
<b>ARTICLE XV CORRECTIVE ACTION.....</b>	<b>29</b>
<b>ARTICLE XVI PAID TIME OFF .....</b>	<b>30</b>
<b>ARTICLE XVII RETIREMENT .....</b>	<b>32</b>
<b>ARTICLE XVIII SHIFT AND STATION SELECTION .....</b>	<b>33</b>
<b>ARTICLE XIX SAFETY.....</b>	<b>34</b>
<b>ARTICLE XX DUTY OFFICER PROGRAM .....</b>	<b>35</b>
<b>ARTICLE XXI MISCELLANEOUS .....</b>	<b>37</b>
<b>ARTICLE XXII DURATION OF AGREEMENT.....</b>	<b>39</b>
<b>APPENDIX A WAGE RATES.....</b>	<b>40</b>
<b>APPENDIX B CLOTHING/UNIFORMS .....</b>	<b>41</b>
<b>APPENDIX C SENIORITY LISTS .....</b>	<b>43</b>
<b>APPENDIX C SENIORITY LISTS CONT.....</b>	<b>44</b>



## **AGREEMENT**

THIS AGREEMENT dated January 1st, 2026, is between THE CHARTER TOWNSHIP OF OSHTEMO, hereafter referred to as the “Township” or “Employer”, and LOCAL 5240 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the OSHTEMO PROFESSIONAL FIREFIGHTERS LOCAL 5240, hereafter referred to as the “Union”.

## **ARTICLE I UNION RECOGNITION**

The Township recognizes Union as the exclusive and sole bargaining representative for all full-time fire fighters of the Fire Department excluding: the Fire Chief, the Deputy Fire Chief, paid-on-call fire fighters, clerical employees, and all other Township employees. The term “fire fighter”, as used in this Agreement, shall refer to all full-time bargaining unit employees represented by the Union, except where otherwise specified or agreed to by the parties.

For the duration of this Agreement the Township agrees not to bargain with any labor organization other than the Union regarding wages, hours or working conditions of the employees in this unit.

## **ARTICLE II UNION RIGHTS**

**Union Meetings:** Upon at least one (1) week's notification to the Chief, the Township will provide the Union with appropriate meeting space – at no charge to the Union - for up to twelve (12) union meetings (each no more than 2 hours in duration) per calendar year (no more than 2 meetings in any 1 month). On duty personnel will be permitted to attend the meeting, provided the meeting does not disrupt the normal functioning of the Township or Fire Department. Upon timely request, and upon mutual agreement of the parties, the Union may be allowed additional meetings and/or may be allowed to extend the duration/length of any of the twelve (12) annual meetings.

**Union Business:** Officers of the Union will be afforded reasonable time during regular working hours to fulfill their Union responsibilities. During such periods of time, the Union Officers shall be considered on duty, and the Township is not obligated to furnish a replacement. It is the parties' intent that such time will not disrupt the normal functioning of the Township or Fire Department.

### **ARTICLE III TOWNSHIP/MANAGEMENT RIGHTS**

The Township, on its behalf and on behalf of its electors and citizens, has the responsibility and, subject only to the limitations imposed by the express and specific terms of this Agreement, the right to manage, direct and control the Township and its employees and all aspects of the Fire Department and fire operations.

The Township, in the exercise of its sole right to manage the affairs of the Township and Department, may from time to time make reasonable rules and regulations not in conflict with this Agreement.

#### **ARTICLE IV UNION DUES, FEES, AND ASSESSMENTS**

Fire fighters may, at any time after being deemed eligible for Union membership, individually and voluntarily sign, and deliver to the Township, written assignment signed/executed by the employee authorizing deduction of membership dues, fees, and assessments of the Union. The authorization form shall be provided by the Union but shall be mutually agreed upon (a copy of the agreed-upon form is attached). Such authorization shall continue in effect unless/until such authorization is revoked by the fire fighter, in writing, to the Township Human Resources Director or his/her designee. The Township will thereafter promptly, and in writing, notify the Union President of such revocation.

The Township agrees to deduct, each pay period, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of the employee deductions each month to the Treasurer of the Union, or direct deposit those amounts in a designated account.

The Union agrees to indemnify and hold the Township harmless from any action or liability growing out of these deductions and assumes full responsibility for the disposition of all funds turned over to the Union.

The Township will not discriminate against any employee because of membership in the Union. Membership in the Union shall not be denied to any member of the bargaining unit. The Union will not discriminate against any employee who chooses to not be a member of the Union and/or who chooses to not pay Union dues.



## **ARTICLE V SENIORITY**

### **Section 5.01 Probationary Period/Status**

Every full-time bargaining unit member hired into the Fire Department shall serve a one (1) year (12 months of actual work) probationary period.

The probationary period may be extended by the Employer for up to an additional three (3) months with the prior written consent of the Union.

At any time during the probationary period the Township may dismiss/discharge the probationary employee “at will”. If the fire fighter is dismissed during the probationary period, the decision of the Township shall be final and binding and not subject to challenge via the grievance procedure.

Any fire fighter dismissed (other than dismissal for misconduct) before expiration of his/her probationary period shall be paid his or her pro-rated share of unused PTO.

### **Section 5.02 Seniority and Loss of Seniority**

Definition – Departmental Seniority shall mean the status attained by continuous length of service as a full-time firefighter of the Oshtemo Township Fire Department.

- Employees with the same employment date shall be assigned to the seniority list by the greatest length of total service as a paid on-call firefighter of the Oshtemo Township Fire Department. If such service is equal, then seniority shall be determined by a blind draw.
- A full-time firefighter will not have seniority during his/her probationary period. Upon successfully completing the probationary period the employee will be placed on the seniority list as of his/her initial hire date as a full-time firefighter with the Department.

Seniority Lists – The Township will maintain two seniority lists: (1) entitled “Township Hire Dates/Years of Service List” showing the date on which each bargaining unit member became a full-time employee with the Township along with the employee’s position/rank; and (2) entitled “Departmental Full Time Seniority List” showing the order of seniority within the department with the person at the top of the list having the most departmental seniority and the person at the bottom of the list having the least departmental seniority. The Township shall furnish a copy of both lists to the Union in January each calendar year. Current lists as of the effective date of this Agreement are attached as Appendix C.

Application – The Township Hire Dates/Years of Service List shall be referred to for purposes of determining an employee’s compensation and benefits when based on years of service. The Departmental Full Time Seniority list shall be referred to for purposes of layoff and recall, mandatory overtime if required, promotions, and temporary replacements. Termination of Seniority – seniority shall terminate for the reasons set forth below:

- a) the employee is absent from work for three (3) consecutive scheduled working days without notifying and receiving permission from the Employer (i.e., “no call, no show”; AWOL), unless due to circumstances beyond the employee’s control;
- b) the employee is discharged for good or just cause (unless the seniority employee is reinstated through the grievance procedure);
- c) the employee resigns, quits, or retires;
- d) the employee is on layoff for a period of two (2) years or the length of the employee’s seniority, whichever is less.

## **ARTICLE VI GRIEVANCE PROCEDURE**

**Section 6.01** A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of this Agreement.

**Section 6.02** For purposes of this Article, a “working day” is defined as a weekday, Monday through Friday, between 0800 (8:00 am) and 1700 (5:00 pm).

**Section 6.03** It is the parties’ desire that grievances be resolved as quickly as possible. In the event a grievance should arise, the following Steps must be followed:

- **Preliminary Step** – the bargaining unit member will first attempt to resolve the issue by discussing the matter with his/her immediate supervisor. If the matter is not resolved the bargaining unit member can proceed to Step 1.
- **Step 1** – within fifteen (15) working days of the issue/matter being grieved, or within fifteen (15) working days of when the bargaining unit member knew or should have known about the issue/matter, he/she must submit a written grievance to the Chief or his/her designee. The written grievance must identify the Article(s)/Section(s) in the Agreement that were allegedly violated, must provide a detailed factual explanation/description of the issue/matter being grieved (including relevant dates), must provide a detailed description of the remedy being sought/requested, and must be signed by the grievant and a Union officer.
  - The Chief or his/her designee will schedule a meeting with the grievant and his/her Union representative at which time the parties will discuss the grievance. The Chief or his/her designee will provide a written Step 1 Answer to the grievant and Union representative/officer within fifteen (15) working days after receiving the Union’s written grievance.
- **Step 2** – if the grievant/Union is not satisfied with the Chief’s (or his/her designee’s) written Step 1 Answer, the grievant/Union may appeal to Step 2 within ten (10) working days after receipt of the Chief’s (or his/her designee’s) written Step 1 Answer. The grievant/Union must submit its written Step 2 appeal to the Township Supervisor within ten (10) working days after receiving the Chief’s (or his/her designee’s) written Step 1 Answer. The written Step 2 appeal must include a detailed explanation as to why the Chief’s (or his/her designee’s) written Step 1 Answer is unsatisfactory, plus any new facts the grievant/Union wishes to provide.
  - The Township Supervisor will schedule a meeting with the grievant and his/her Union representative at which time the parties will discuss the grievance. The Township Supervisor will provide a written Step 2 Answer to the grievant and Union representative/officer within ten (10) working days after receiving the Union’s written Step 2 appeal.
- **Step 3** – if the Township Supervisor’s written Step 2 Answer is unsatisfactory, the Union may request arbitration. The request for arbitration must be in writing and must be

submitted to the Township Supervisor (and a demand/petition for arbitration submitted to MERC) within ten (10) working days after the Union receives the Township Supervisor's written Step 2 Answer.

- The parties will first see if they can mutually agree upon an impartial arbitrator. If they cannot reach agreement within ten (10) working days after the Union's written request for arbitration, the parties will promptly request that the Michigan Employment Relations Commission provide a panel/list of impartial arbitrators. If no selection method is provided by MERC, the parties will select an arbitrator from MERC's panel/list by alternately striking names until only one (1) name remains.
- The arbitrator shall have no power or authority to alter, amend, modify, add to, or subtract from the terms or provisions of this Agreement. The arbitrator shall have no power or authority to grant any right or relief for any period of time prior to the execution of this Agreement. The arbitrator's decision shall be final and binding upon the parties and all employees covered by this Agreement.
- The arbitration will be held at the Township's offices. Any filing expenses will be borne by the party requesting arbitration. The expenses of the arbitrator shall be shared equally by the parties. Each party is responsible for its own arbitration expenses, including representation/counsel and witness expenses.

**Section 6.04** The Employer will attempt to schedule grievance meetings during non-working times. If that is not possible, the grievance meeting will be without loss of pay (but will also not result in contractual overtime pay) to the grievant and/or Union representative involved.

The parties agree their primary obligation is to the Township's citizens' public safety. Consequently, no grievance proceeding(s) may interfere with this obligation.

**Section 6.05** Probationary employees may be disciplined/discharged at any time prior to completing their probationary period. Such discipline/discharge decisions may not be grieved.

Section 6.06 The time limits in this Article will be strictly observed and may only be extended upon mutual agreement, in writing, of the parties. The Union may withdraw grievance at any time. Any grievance not processed by the grievant/Union within the specified time limit will be considered resolved/settled on the basis of the Employer's last grievance Answer. Any grievance not timely processed by the Employer will be automatically advanced to the next Step.

**Section 6.07** Notwithstanding expiration of this Agreement, any grievance timely filed prior to expiration of the Agreement will be processed to completion.

## **ARTICLE VII TRADE TIME**

A regular full-time 24-hour shift bargaining unit employee may trade scheduled work time with another regular full-time 24-hour shift bargaining unit employee who is willing to work the agreed-upon hours in exchange for an equal number of hours worked in return. The use of trade time will not result in any economic liability to the Township, including payment of any overtime pay for shift coverage.

The employee will first attempt to request trade time within rank. If no employee of equal rank is able to trade time, the requesting employee may trade time out of rank, provided the trade involves another 24-hour shift bargaining unit employee and both employees are qualified to perform the other's duties.

Trade time may consist of any combination of hours between two (2) hours and twenty-four (24) hours. Each employee is responsible for tracking the number of hours traded (i.e., the number of hours they owe another employee, or are owed by another employee).

All trade time requests must be submitted in writing to the Chief or his/her designee at least twenty-four (24) hours prior to the time/date of the proposed trade. All trade time requests must be approved in writing by the Chief or his/her designee. No request for trade time shall be unreasonably denied.

## **ARTICLE VIII LAYOFF AND RECALL**

**Section 8.01** “Layoff” shall mean the separation of an employee(s) from active work due to lack of work, lack of funds, or reorganization. “Recall” shall mean the return to work of an employee on layoff.

**Section 8.02** The Chief will determine the number of positions within each rank to be laid off. Within rank, the order of layoff(s) will be as follows:

- 1st If layoffs are to occur within the full-time firefighter rank, then before the Department lays off any full-time firefighter, the Department will first eliminate the paid-on-call “shift” position(s) in each station.
- 2nd Probationary employees within rank (last hired = first laid off, and so on).
- 3rd Thereafter, any layoffs will be in accordance with seniority within rank (least senior within rank = first laid off, and so on)

**Section 8.03** A laid off seniority employee may, in lieu of being laid off, exercise his/her Department seniority to bump a lower ranked bargaining unit member, provided the bumping employee is qualified, has previously held regular status in the position, and is capable of performing the duties of the lower ranked bumped employee. An employee who bumps into a lower ranked bargaining unit position will have the “Right of First Refusal” to return to his/her former pre-bump position.

**Section 8.04** The Employer will provide the Union at least fourteen (14) calendar days’ notice that the decision has been made to lay off bargaining unit employees. During these fourteen (14) calendar day period the parties will meet and, to avoid confusion, discuss which bargaining unit members will be laid off. Those to be laid off will thereafter be given at least five (5) days’ additional written notice.

**Section 8.05** Any laid off seniority employee will be placed on the recall list.

- A. Those on the recall list will be recalled to vacant positions (for which they are qualified) according to their Department seniority (last laid off = first recalled; only if a vacant position cannot be filled via the recall list will it be filled via promotion or outside/new hire).
- B. A laid off employee shall remain on the recall list and will have recall rights for a period of two (2) years or the length of his/her Department seniority, whichever is less.
- C. The Employer will notify the Union when an employee is to be recalled. The Employer will then notify the laid off employee via certified/registered mail (at the individual’s last known address). The recalled employee will be treated as a voluntary resignation unless he/she responds to the Chief (absent extenuating circumstances) and is ready and able to report for work within ten (10) calendar days of the certified mailing date.

**Section 8.06** A layoff will not be considered a “break in service”. A “recalled” employee will retain his/her original Department seniority/hire date (though he/she will not accrue benefits or seniority while on layoff).

## **ARTICLE IX LEAVES OF ABSENCE**

### **Section 9.01 Medical Leave of Absence**

An unpaid medical leave of absence (MLOA) may be requested if legitimate physical or mental conditions necessitate time away from work. You must submit a written request to the Chief or his/her designee, specifying the dates, requested length and other useful information. The Township may require that you provide detailed written information from your treating health care provider regarding any “restrictions” you may have. The Department may attempt to “reasonably accommodate” those restrictions so that you can continue working; if the “restrictions” cannot be “reasonably accommodated,” or if “reasonably accommodating” your “restrictions” would cause the Township/Department “undue hardship”, then you will be considered for an MLOA, provided the MLOA is of “reasonable” duration and would not cause the Township/Department “undue hardship”.

You will be required to use paid time off as part of a MLOA. “Line Personnel” will be required to use all but 24 hours of PTO; “Staff” personnel will be required to use all but 16 hours of PTO). You may also be eligible for workers compensation and/or disability benefits while on MLOA (in which case PTO will supplement disability or workers comp payments in order to provide you 100% income replacement).

If approved for an MLOA you must provide the Chief or his/her designee satisfactory written “return to work” documentation before you’ll be returned to duty.

### **Section 9.02 Family Medical Leave (FMLA)**

The Township complies with the federal FMLA. See the Township’s FMLA policy in the Township’s Employee Handbook for more information about FMLA leave.

You will be required to use paid time off as part of a FMLA leave. “Line Personnel” will be required to use all but 24 hours of PTO; “Staff” personnel will be required to use all but 16 hours of PTO). You may also be eligible for workers compensation and/or disability benefits while on FMLA (in which case PTO will supplement disability or workers comp payments in order to provide you 100% income replacement).

MLOA and FMLA will often run concurrently.

### **Section 9.03 Court Time/Jury Duty Leave**

An employee subpoenaed for jury duty will, upon proof of such duty, be released from work. Written notice of the summons must be provided to the Chief or his/her designee as soon as it is available. You must return to work each day within one (1) hour of being released by the court unless two (2) or less hours remain in your shift. Employees who are summoned for jury duty will be paid their regular wages/salary.



An employee subpoenaed/summoned on his/her off-duty day to testify in a proceeding with a nexus to the employee's official duties, shall receive 1.5 times his/her regular straight-time hourly pay rate for a guaranteed two (2) hours. If testifying takes more than two (2) hours the employee will be paid 1.5 times his/her regular straight-time hourly pay rate for all hours worked, rounded up to the next highest half hour. The employee will go "on the clock" when he/she is directed to and actually reports to the courthouse.

#### **Section 9.04 Military Leave**

An employee who is required to participate in annual military training programs or who is called-up during short term civil or national emergencies, or who leaves work to serve in the military, will be provided time off as required by federal law.

Employees shall receive the difference between their military pay and their normal Township pay, excluding insurances, while on active military duty for up to one (1) year; this excludes normal drill duty weekends and/or the typical two (2) weeks of reservist/guard drills per year.

#### **Section 9.05 Bereavement Leave**

Line personnel shall be granted forty-eight (48) hours, and staff personnel shall be granted twenty-four (24) hours paid leave in the event of the death of a member of the Employee's immediate family (i.e., the Employee's (or Employee's spouse's) parent(s), grandparent(s), children, grandchildren, siblings, mother-in-law and/or father-in-law, brothers-in-law and sisters-in-law, daughters-in-law, and sons-in-law; adopted, half, and step members are also included in immediate family).

Line personnel shall be granted twenty-four (24) hours, and staff personnel shall be granted eight (8) hours paid leave in the event of the death of any other relative of the Employee (e.g., aunts, uncles, cousins, nieces, and nephews, etc.).

The employee may also use paid time off to extend funeral leave.

#### **Section 9.06 Maternity/Paternity Leave**

Seniority employees will be allowed paid maternity/paternity leave for the birth of a child, adoption of a child, or placement of a foster child as follows:

"Line personnel" will be allowed 48 hours paid leave.

"Staff personnel" will be allowed 40 hours paid leave.

Only one (1) bargaining unit employee/member on Maternity/Paternity leave at any given time; leave(s) will be staggered as staffing/operations permit.

Leave must be taken/finished within six (6) months of birth, adoption, or placement.

#### **Section 9.07 Union Business Leave**

With the Chief's approval (the request should be made to the Chief at least 10 calendar days in advance of the requested time off), and provided staffing/operations permit, the Local 5240 President or their designee will be allowed up to a total of 96 hours of paid leave time per fiscal year to attend official union meetings, conventions, seminars, etc. Unused hours will be allowed to carryover and accrue up to 144 hours.

### **Section 9.08 Benefits**

Employees will accrue benefits and seniority while on FMLA, Court Time/Jury Duty Leave, Military Leave (unless "called-up"/reactivated), Funeral Leave, Maternity/Paternity Leave, Union Business Leave, and while using paid time off during an MLOA (receiving workers comp or disability benefits only is not considered "using paid time off" while on MLOA).

### **Section 9.09 Extended Medical Leave Bank**

Beginning in 2023, bargaining unit members can voluntarily repurpose their PTO and transfer hours into an Extended Medical Leave Bank. The purpose of the Extended Medical Leave Bank is to allow bargaining unit members an opportunity to build a bank of paid time off to be used in case of an extended medical leave for the employee's own health condition which lasts 2 weeks (14 calendar days) or more. Employees can move PTO hours to the Bank once a year between December 15th – December 31st. The request to transfer the hours must be made in writing and delivered to Human Resources in the applicable timeframe. Once the PTO is moved to the Bank, it may only be used for extended medical leave purposes and not for other purposes. If an employee uses their own personal PTO for an absence that turns into a extended medical leave situation, the employee's PTO hours will be reimbursed from this Bank. The employee will receive a 50% cash out on unused Bank hours upon separation of employment. The maximum amount of time that can be accumulated in the Bank at any one time is 240 hours for line employees and 160 hours for staff employees. If and when any employee reaches the Bank cap, the cap will then be discussed and re-evaluated by the parties.

### **Section 9.10 Pandemic Preparedness**

In the event of a future pandemic or public health emergency, the Township will promptly engage with the Union to discuss and determine the appropriate course of action for managing the next steps.

## **ARTICLE X WAGES AND HOURS**

### **Section 10.01 Wages/Scheduling/Work Day**

Work scheduling shall be determined by management in conjunction with employee input and in accordance with the collective bargaining agreement.

- a) Employees will be paid their applicable bi-weekly salary as set forth in Appendix “A”. All employees will be paid via direct deposit.
- b) “Line personnel” are Section 207(k) employees and work a fourteen (14) consecutive day work period. They are broken into three shifts (identified as “A”, “B” and “C”) 48 hour shifts (7:00 a.m. – 7:00 a.m.), followed by 96 hours off resulting in an average 56-hour duty week schedule. Line personnel are eligible for statutory “overtime”, as well as contractual “overtime” pay as set forth in this Agreement.

Except for responding to/handling emergency calls (and completing attendant paperwork and ensuring operational response readiness), the normal duty day for “line personnel” starts at 08:00 hours (8:00 am) and ends at 17:00 hours (5:00 pm), 1400 hours on Saturday (2:00p.m.). Regular training will be held during the normal duty day, recognizing that with notice training, community events, public relations events, etc., may occur between 1700 and 2200 hours (5:00 p.m. and 10:00 p.m.). Whenever possible public education and community risk reduction events shall be held during normal business hours Monday - Friday 0800 - 1700 and led by a member of the Community Risk reduction team. Line personnel will make themselves available whenever possible if emergency calls or other priorities of work don’t hinder their responsibilities. Recurrent tasks/duties assigned during the normal duty day Monday through Saturday will generally not be assigned during the normal duty day Sundays and recognized Holidays. Overnight call volume or deviation from the workday hours shall be reflected on the following workday. Should a situation arise that would require the workday parameters to be violated due to “operational readiness” whether deemed by Staff or Line personnel it will be known and understood that it is all available personnel, Line and Staff despite your set schedule or time of day or night to maintain operational readiness.

- c) “Staff personnel” are FLSA non-exempt and typically work a forty (40) hour work week (8:00 a.m. – 5:00 p.m.; Monday – Friday) schedule. Staff personnel are eligible for statutory “overtime”, as well as contractual “overtime” pay as/if set forth in this Agreement.

### **Section 10.02 Statutory Overtime**

“Line personnel” will receive statutory overtime at 1.5 times the employee’s regular base hourly rate of pay for all authorized hours worked in excess of 106 hours per 14-day work period.

“Staff personnel” will receive statutory overtime at 1.5 times the employee’s regular base hourly rate of pay for all authorized hours worked in excess of 40 hours in the 7-day workweek.

Only hours actually worked and PTO hours will count towards determining statutory overtime owed during the 14-day work period or 7-day workweek. There will be no pyramiding of overtime.

### **Section 10.03 Contractual Overtime for Extra Hours**

If a “line” or “staff” employee is held-over after his/her shift, or is called back to work extra or accepts hours outside of his/her regularly scheduled work hours, the employee will be paid contractual overtime at a rate of 1.5 times his/her regular base hourly pay rate for all additional hours worked (but with a guaranteed minimum of 1 hours pay for a hold-over and 2 hours pay for a call back). Such additional compensation will be paid regardless of whether the employee actually worked more than 106 hours in the 14-day work period or 40 hours in the 7-day workweek. Contractual overtime for staff employees only will not be owed/paid if the Chief/employee agree the hours worked will be offset via “relief time”. Relief time is defined as an employee’s ability to adjust their schedule in consideration for overtime worked.

“Comp time” is available for use by line and staff employees. Comp time is defined as contractual overtime (per pay period for line employees and per week for staff employees) that an employee banks and chooses to use as paid time off in the future rather than receiving overtime pay in the period when the overtime was worked. Comp time will be recorded on the employee’s timesheet and will then be added to the Comp Time bank after every pay period by Human Resources. The comp time bank maximums are 80 hours for staff employees and 96 hours for line employees. Unused hours that are remaining in the comp time bank will be cashed out on the employee’s last paycheck of the year and the bank will restart annually on January 1st. Any time the Department has an emergency response (e.g., fire, EMS, etc.) for “paid on-call” (POC) firefighters, the Department will also contact all regular full-time bargaining unit “line personnel”. Those regular full-time bargaining unit “line personnel” who respond to their station (where his/her turnout gear is located) within twenty (20) minutes of being contacted will be paid as set forth above for a “call-back”.

a) Equalization of Overtime for 24 Hour Line Personnel:

- a. “Call Back Overtime” shall be defined as the transmittal of a specific request of the Chief or his/her duly appointed subordinate to a line personnel wherein the line personnel is asked to return to duty or held over to assist the department in the handling of an alarm.
- b. “Call-In Overtime” shall be defined as the filling of scheduled vacancies due to vacations, sick leave or other absences covered under this CBA.
- c. In cases of Call-In Overtime, the Township will continue to use its current extra hour’s list (hereinafter referred to as “The Overtime List”). When the Township uses The Overtime List, the Chief will contact and give ‘right of first refusal’ to the employee whose name shows with the lowest number of hours and continue from

those on the list down through said list. If an individual on the list declines the offered overtime work, the declination will be charged against (hours added to their total) him/her and the next person on the list will be solicited. If an individual is not contacted on an overtime request, the request for overtime shall not be charged against his/her standing. New bargaining unit members will be added to the bottom of the list and given hours equal to and plus one that of the person on the bottom of the list with the highest amount of hours). Should the list be exhausted the person with the lowest seniority may be ordered to work mandatory overtime as long as it doesn't violate public Act 125 of 1925. Once an employee has been mandated, they will move to the bottom of the mandate list. The overtime list will be carried over from year to year and shall not reset. The list will be posted electronically.

- d. Any overtime incurred by line personnel due to scheduled trainings that are outside of their scheduled duty day will have those hours charged against (added to) their total hours on
- e. The Overtime List. However, the Township will not be required to use The Overtime List when calling employees in for scheduled trainings or conferences.

#### **Section 10.04 Temporary Replacement Pay**

If a Captain is going to be absent (e.g. vacation, FMLA, etc.), the Chief will assign a lower ranking employee to temporarily fill the higher ranking position. The Chief shall assign the most senior eligible on the shift, on-duty, full- time employee, based on time in rank and with the appropriate qualifications for the position, to perform the duties. The lower ranking employee so assigned shall be paid at the starting base pay rate of the higher ranking position for all hours worked in the higher ranking position.

#### **Section 10.05 Licenses/Certifications**

The Township will pay for and/or reimburse for all Department required, Department requested, or Department approved licenses/certifications. Once a Department required, requested, or approved license/certification is attained by the employee, and provided the Department continues to utilize the employee's skills accompanying that license/certification, and provided the Department determines it can afford/budget for the renewal costs, the Department will pay to renew those existing license(s)/certification(s).

#### **Section 10.06 Payroll/Payday**

Employees will be paid every two weeks. Payday is Friday via direct deposit.

#### **Section 10.07 Food Allowance**

Employees regularly scheduled to work a 24-hour shift will be provided an annual food allowance of \$700.00 to be paid as a separate check along with the first paycheck in the month of January.

The food allowance check is a reimbursement for funds already expended and therefore non-taxable. The food allowance will be prorated based on pay periods remaining for mid-year hires.

### **Section 10.08 Per Diem**

Bargaining unit members will adhere to the Township policy on per diem allowances while traveling with the exception that the per diem for meals will be a minimum of \$75.00.

### **Section 10.09 Overtime Eligibility**

To ensure operational effectiveness and appropriate deployment of personnel, eligibility to work overtime is based on the following rank-specific qualifications.

1. Firefighter Overtime Eligibility
  - a. Possess valid State of Michigan Firefighter I & II certifications.
  - b. Successfully complete FEMA IS-100, IS-200, IS-700, and IS-800 training courses.
  - c. Maintain a current and valid Medical First Responder (MFR) license or higher, as recognized by the State of Michigan.
2. Driver/Operator Overtime Eligibility
  - a. Meet all qualifications listed in subsection (a) for Firefighter Overtime Eligibility;
  - b. Successfully complete a Michigan-recognized Emergency Vehicle Operations Course (EVOC), including passage of the cone course practical;
  - c. Successfully complete a State of Michigan-recognized Pump Operations Course;
  - d. Be actively enrolled in or completed the Oshtemo Fire Department Driver/Operator Training Program.
3. Captain Overtime Eligibility
  - a. To be eligible to work captain overtime, an employee must:
  - b. Meet all qualifications listed in subsections (a) and (b); and
  - c. Successfully complete a State of Michigan-recognized Fire Officer I course.

### **Section 10.10 Training Compensation Outside Scheduled Duty Hours**

This article applies to all bargaining unit members who attend Department-authorized training, including off-site or out-of-town training events, whether occurring on-duty or off-duty. Compensation shall include authorized travel time associated with such training when it falls outside of the employee's regularly scheduled duty shift. All employees will be paid their regularly scheduled shift pay and hours while at training. The straight-time hourly rate shall apply to all additional training time and associated travel time to stay compliant with FLSA.

- A. **On-Duty Training** Training conducted during a member's regularly scheduled duty shift shall be considered part of the normal workday. Members shall be compensated at their regular hourly rate.
- B. **Off-Duty Training** Department-authorized training occurring outside a member's regularly scheduled duty shift shall be compensated as follows:

- a. **Straight-Time Compensation** Members shall be compensated at their regular straight-time hourly rate for each hour in attendance.
  - b. **Minimum Hour Guarantee** Off-duty training sessions lasting less than two (2) hours shall be compensated at a minimum of two (2) hours.
  - c. **Instructor Compensation** If a bargaining unit member is conducting internal training on behalf of the Fire Department outside of their regularly scheduled duty shift, they shall be compensated at their contractual overtime rate for all hours worked in that capacity.
- C. **Special Conditions**
- a. Attendance at off-site conferences or multi-day training events shall be subject to the Department's travel and per diem reimbursement policies.
  - b. Members attending non-compensable training must sign a waiver acknowledging the voluntary and unpaid nature of the activity.
- D. **Right of Refusal** Members may decline voluntary or optional training assignments that occur outside their regularly scheduled shifts unless attendance is explicitly designated as mandatory by the Department.

## **ARTICLE XI PROFESSIONAL DEVELOPMENT**

### **Section 11.01 Tuition Reimbursement**

The Township and Union recognize the benefits from additional education and/or attendance at conferences, certain meetings, workshops, seminars, etc. The Township will therefore give due consideration to all such requests. In reviewing requests submitted the Township retains complete and total discretion to grant or deny the request, in whole or in part.

Whenever possible attendance should take place during off-duty hours; such requests will be given more favorable consideration than requests where attendance would occur during scheduled work hours.

All requests are entirely voluntary.

Regular full-time seniority bargaining unit members may request permission to attend educational classes, conferences, workshops, seminars, certain meetings, etc. The request must be in writing on the appropriate form, be signed by the requesting employee, and be submitted to the Chief as far in advance as possible.

The request must identify the class, conference, workshop, seminar, etc., the location, the days/times when the class, conference, workshop, etc., will meet, the sponsoring organization (if any), provide a description of the class, conference, workshop, seminar, etc., how attending will contribute to the employee's ability to perform his/her job, whether the employee will miss scheduled work hours (and if so, the amount of release time the employee is requesting), and give detailed information as to the amount of reimbursement the employee is seeking/requesting (tuition/registration, books, mileage, parking, lodging, meals, etc.).

You must receive written approval from the Chief before attending any class, conference, workshop, seminar, etc., unless you are attending entirely of your own volition, on your owntime and expect no reimbursement from the Township.

If approved, you must attend the class, conference, workshop, seminar etc., unless you first notify the Chief or his/her designee and provide a satisfactory explanation as to why you are unable to attend.

You must provide the Chief or his/her designee with a "completion" certificate (for training seminars) or your transcript. Reimbursement for educational classes will be provided as follows:

A+, A, A-, B+, B, B-/4.0 - <2.5	=	100% reimbursement
C+, C, C-/2.5 or less, but > 1.5	=	50% reimbursement
D+, D, D-, E/1.5 or lower	=	0% reimbursement

The Township will not approve time off, nor reimburse for repeated classes, conferences, workshops, seminars, etc.



By making a request the employee and Union agree that if the employee's Township employment terminates prior to successful completion of the class, conference, workshop, seminar, etc., no reimbursement will be paid.

### **Section 11.02 Credentialing**

Commission on Professional Credentialing (CPC) is a professional designation model that recognizes career excellence and offers strategies for continuous personal improvement. The CPC offers five distinct designations covering the various levels and specialties of fire officers.

- i. Chief Fire Officer
- ii. Chief EMS Officer
- iii. Chief Training Officer
- iv. Fire Marshal
- v. Fire Officer

Employees who possess credentialing in any of the five (5) specialties mentioned above shall receive an annual bonus of Two Hundred Fifty (\$250.00) Dollars per year to be paid on the first pay date in June.

No employee, regardless of the number or types of credentials, shall be eligible for an annual credentialing incentive bonus which exceeds Two Hundred Fifty (\$250) Dollars per year. Only one credential may be applied to this bonus.

Request for payment shall be made annually in writing prior to April 30.

### **Section 11.03 Special Operations Incentive**

There will be four recognized teams in the Oshtemo Fire Department identified as follows:

- 1) Kalamazoo County Fire Investigation Team
- 2) Michigan Technical Rescue Team Region 5 and/or Michigan Urban Search and Rescue Team
- 3) Kalamazoo County Hazardous Materials Response Team
- 4) Michigan Fire Inspector's Society

All training associated with membership in the above-mentioned teams will be provided by the Township.

For each specialty team that an employee is on, the employee shall receive \$250.00 annually to be paid on the first pay date in June. In order to be eligible for the bonus, the employee must remain in good standing, complete training Technical Rescue, Fire Investigator, and HazMat as applicable; be on the team a minimum of 60 days during the first year; and participate in the minimum number of team trainings as required each year.

The Fire Chief must approve joining a team as well as the training.

## **ARTICLE XII VACANCIES**

The Township will determine when vacant positions need to be filled. Positions (e.g. Captain, Assistant Chief, etc.) are not the same as assignments (e.g. Fire Marshal).

Should an approved vacancy arise of a current bargaining member position, it shall be posted within 15 days and every attempt to have said position filled by 60 days.

When the Township decides to fill a vacant bargaining unit position above that of full-time firefighter, or if the Township creates a new bargaining unit job classification above that of full-time firefighter, the Township will fill the vacant position as described below.

The position opening will be posted on each station's Union bulletin board for a period of not less than fifteen (15) consecutive calendar days. During the fifteen (15) day posting period any bargaining unit member meeting the eligibility requirements (which will be included on the posting) may submit to the Chief a written request to be considered for the open position. Any bargaining unit member on authorized leave for the entire fifteen (15) day posting period will be notified by both the Union President and the Chief as to the job posting.

Eligibility requirements for potential promotion will be based on the position's job description. Job descriptions will be changed by the Township/Chief only after the proposed changes have been discussed with the Union.

The promotion process may include written examination(s), oral examination(s), etc. The written examination(s), oral examination(s), etc., as well as the appropriate study materials, will be discussed with the Union and agreed upon. After such discussion the types of test(s) to be administered and the appropriate study materials will be included on the vacancy posting. The appropriate study materials will be provided by the Township/Department.

The Chief and Township Supervisor will determine if any of the internal candidates meet the eligibility requirements and, if so, has the candidate "passed" any/all examination(s) administered. If two (2) or more internal candidates meet the eligibility requirements and "pass" any/all administered examination(s), the Township/Chief will select the most senior of the qualifying internal candidates. Unsuccessful candidates will be so notified.

It is the Township's intent that vacant positions, if filled internally, will be filled within sixty(60) consecutive calendar days after the position is first posted.

If no internal candidate meets the eligibility requirements and/or fails to "pass" any/all administered examination(s), the Township may post the position opening externally.

### **ARTICLE XIII INSURANCES**

For the term of this Agreement the Township will provide each bargaining unit member with the same insurances (e.g., health, dental, vision, STD/LTD, life, etc.), and under the same terms (premium co-shares) as the Township provides to all other Township employees. In addition, the Township will pay all premiums to provide bargaining unit members with VFIS insurance.

The Township reserves the right to select or change any or all insurance carriers or plans provided the level of benefits remains substantially equivalent to what is currently offered. The Township will also allow one appointed bargaining unit member to attend the annual renewal meeting with the insurance agency to be part of the renewal process.

Should a bargaining unit member elect to opt out or not use the Townships medical insurance they will be paid 45.00 per bi-weekly pay period.

The Township will provide the Union with at least forty-five (45) days' notice before the effective date of coverage of changes to the insurance carriers or plans.

## **ARTICLE XIV HOLIDAYS**

The following are the Township's recognized holidays:

- 1) New Year's Day
- 2) Martin Luther King Jr. Birthday
- 3) Presidents' Day
- 4) Memorial Day
- 5) Juneteenth
- 6) Independence Day
- 7) Floating Holiday
- 8) Labor Day
- 9) Veteran's Day
- 10) Thanksgiving Day
- 11) Day after Thanksgiving
- 12) One-half ( $\frac{1}{2}$ ) day before Christmas
- 13) Christmas Day
- 14) One-half ( $\frac{1}{2}$ ) day before New Year's Day

The Department/Township, with reasonable notice, may combine half-days into a single 24-hour holiday. The floating holiday will coincide with the floating holiday for all other Township employees.

Holiday Pay: 56 hour per week employees will receive 104 hours of holiday pay at the employee's regular base hourly rate of pay (employees in their first calendar year of employment will receive a pro-rata amount of holiday pay) regardless of whether or not they work the holiday. Holiday pay will be paid in the first pay period in December.

40 hour per week employees will receive 8 hours of holiday pay at the employee's regular base hourly rate of pay (or the employee will receive his/her regular daily salary) and will receive the holiday off.

Each shift shall select the day that their Floating Holiday will be observed and inform Department Administration by January of the calendar year. The Floating Holiday shall be observed on a weekday (Monday-Friday). The Department Administration reserves the right to modify or reschedule the Floating Holiday for pressing department business.

### **ARTICLE XV CORRECTIVE ACTION**

Maintenance of discipline is essential to the satisfactory operation of the Fire Department. The Township will discipline/discharge only with “just cause”. Prior to issuing formal disciplinary action the involved employee will be presented with brief written notice of the allegations/charges against him/her. At a meeting with the Chief the involved employee will be given the opportunity to explain the situation/circumstances from the employee’s perspective. Upon request the involved employee may have a union representative present during this meeting (upon request the union representative may caucus with his/her member; the union representative will not, however, disrupt/interrupt the meeting). After the meeting concludes (and unless additional meetings are scheduled), the Chief will – within a reasonable period of time - either present the employee with formal written disciplinary action or will notify the employee that no formal disciplinary action will be taken.

The following corrective actions may (depending on the circumstances) be utilized: documented oral counseling, documented oral warning, written reprimand/warning, suspension with or without pay, demotion, discharge.

When appropriate the Department will use progressive corrective disciplinary action.

## **ARTICLE XVI PAID TIME OFF**

Full-time employees in the bargaining unit will earn Paid Time Off (“PTO”) instead of paid Vacation time, paid Sick time, paid Personal time, etc. PTO will run from calendar year to calendar year. At an employee’s anniversary date (which, for current employees, will be based on the employee’s full-time hire date as stated in the agreed-upon seniority list entitled “Township Hire Dates/years of service List”), the increase in PTO earned will be prorated for the balance of the calendar year.

56-hour employees will be granted PTO as follows:

0-6 months	88 hours
6 months – 1 year	96 hours
1 year – 5 years	264 hours
6 years – 14 years	336 hours
15 years +	408 hours

40-hour employees will be granted PTO as follows:

0-6 months	40 hours
6 months – 1 year	72 hours
1 year - 5 years	168 hours
6 years - 14 years	216 hours
15 years +	256 hours

When an employee moves from 56 hour to 40 hour, or 40 hours to 56 hours, PTO will be handled as follows:

- a. When an employee changes from a 40-hour employee to a 56-hour employee, the employee will move to the 56-hour PTO schedule and will be immediately granted additional PTO based on their seniority at the time of the change in the employee’s status, which PTO will be prorated for the remainder of the calendar year.
- b. When an employee changes from a 56-hour employee to a 40-hour employee, the employee will have until the end of that calendar year to use the additional PTO granted under the 56-hour PTO schedule. Upon the start of the next calendar year, the employee will be on the 40-hour PTO schedule based on their seniority at that time.

PTO cannot be taken before earned/granted. PTO may be used in one (1) hour increments. PTO will be paid at the employee’s then current regular hourly pay rate.

**Planned PTO:** Requests to use planned PTO (e.g., vacation, medical appointments, etc.) must be submitted to the Chief for pre-approval at least fourteen (14) days in advance.

- No more than two (2) fifty-six (56) hour employee will be approved for planned PTO at the same time (the Chief or his/her designee may make an exception for compelling

reasons). The Department will not cancel an approved planned PTO day(s) off due to another employee's unplanned PTO absence.

- Planned PTO will be approved on a first come first served basis.

**Unplanned PTO:** Requests to use unplanned PTO (e.g., illness, emergency medical appointment, pressing personal business, etc.) must be made via the Department's call-in procedure; the employee must contact his/her immediate supervisor at least one (1) hour prior to his/her regular shift-start time.

Earned and unused PTO hours will carry over from one calendar year to another. However, employees may carry over no more than 50% of the PTO hours granted in a given year and accrue no more than 150% of the total PTO hours allotted for that year. All excess PTO hours will be cashed out as straight time at the current pay rate on the last paycheck of the year.

Upon separation from the Township/Department (for any reason, except for misconduct [e.g. theft, fighting, lying, etc.]), the employee will be paid 50% of his/her accrued and unused PTO (as of his/her most recent anniversary date).

## **ARTICLE XVII RETIREMENT**

Each pay period the Township shall contribute an amount equal to 4.00% of each employee's base pay to a defined contribution 401(a) retirement plan. The employee may contribute voluntary dollars to either a pre-tax 401(a) or a post-tax 457(b) Roth IRA account. If an employee voluntarily contributes dollars into either their 401(a) or 457(b) accounts, the Township will match those voluntary contributions up to 6.00% of their base pay each pay period by depositing such amount into the employee's 401(a) account. By the end of this contract, the Township agrees to modify plan documents to include an option for full retirement benefits by age 50 for bargaining unit members.

The Township will also continue its current practice of making a contribution into the MERS Health Care Savings Program for each full-time bargaining unit employee in accordance with the terms of that Program. The total amount of the yearly contribution is \$3,600, prorated per pay period for 26 pay periods per year.



## **ARTICLE XVIII SHIFT AND STATION SELECTION**

**Section 18.01** Biennial shift bids- Employees shall submit their preferred shift and station assignment on the second (2nd) Wednesday of October with an effective date of January 1st. Selection shall be based upon seniority in the Fire Department. The Fire Chief or their designee will have authority to make station assignments for Employees on probation.

**Section 18.02** If an opening is created on a specific shift/station, employees of the same rank will be offered the ability to submit a request to move to the open shift and/or station. If multiple requests are submitted, the employee with the highest seniority will be granted the vacant position. If an opening 90 days or longer is created on a specific shift/station, employees of the same rank will be offered the ability to submit a request to move to the initial open shift and/or station position. If multiple requests are submitted, the employee with the highest seniority will be granted the vacant position.

**Section 18.03** All bargaining unit members shall have the right to remain at their assigned station unless moved by the Fire Chief for operational necessity or effectiveness. Members will be given at least 2 weeks' notice if they are to be transferred either shift or station, unless moved for operational necessity on a short-term basis (90 days or less).

**Section 18.04** Reasons for unrequested transfer include but are not limited to the following: personnel conflicts, promotion, performance, and/or special skills/training that improve operational effectiveness.

**Section 18.05** Nothing in the article shall be construed as prohibiting the Fire Chief from making the transfers and assignments that he deems necessary for operational effectiveness. Upon request from an employee, an explanation for the transfer shall be provided.

**Section 18.06** If the Union believes that a decision to transfer an employee has been made without cause, that decision will be subject to the grievance procedure.

## **ARTICLE XIX SAFETY**

**Section 19.01** The Township agrees to maintain no fewer than 12 bargaining unit members in the fire department. Four (4) bargaining unit members shall be on duty at all times, including at least two (2) bargaining unit members assigned to at least one (1) piece of fire suppression apparatus.

**Section 19.02** A Safety Committee or the Strategic Planning Committee shall be appointed on an annual basis. The committee shall consist of the Fire Department Safety & Training Officer (committee chair), a Township representative(s), the Fire Chief or their designee, and two bargaining unit members designated in writing by the Union to the Township on a calendar year basis by October 15. The Committee shall meet quarterly (January, April, July, and October), and at such other times as all Committee members agree

## **ARTICLE XX DUTY OFFICER PROGRAM**

### **Section 22.01 Purpose**

The Duty Officer Program is established to enhance weekend command coverage by providing operational and administrative support from eligible staff officers during off-duty hours. This program is designed to improve responsiveness during low-frequency, high-acuity incidents while maintaining flexibility in staffing.

### **Section 22.02 Eligibility and Participation**

Participation in the Duty Officer Program is voluntary (for current staff) and limited to staff officers holding the rank of Captain or above. Only officers who choose to enroll in the program will be scheduled for on-call coverage. No officer shall be mandated to participate.

### **Section 22.03 Assignment and Duration**

Duty Officer assignments shall be scheduled on a voluntary, rotational basis among participating eligible staff officers.

- a. The Duty Officer shall be assigned for the weekend period defined as 1700 hours Friday through 0700 hours Monday.
- b. Officers may sign up for multiple weekends based on departmental need and personal availability.

### **Section 22.04 Responsibilities**

The Duty Officer shall:

- a. Be available to respond to incidents within Oshtemo Charter Township within 20 minutes of the incident confirmation.
- b. Provide support to on-duty personnel, assume command when appropriate, and act as the administrative point of contact;
- c. Respond to the following incidents without exception:
- d. Confirmed structure fires
- e. Confirmed technical rescues
- f. Confirmed mass casualty incidents (MCIs)
- g. Severe weather events with significant operational impact
- h. Any other low-frequency, high-acuity event where command-level presence is warranted.
- i. Use discretion when determining whether to respond to high-frequency, low-acuity incidents unless requested by on-duty personnel.

### **Section 22.05 Compensation**

A staff officer who fulfills the entire weekend Duty Officer assignment shall receive a \$150 stipend per weekend.

- a. Partial weekend coverage will not be prorated.

- b. The stipend is separate from and in addition to any applicable overtime or callback pay earned during specific incident responses.

#### **Section 22.06 Vehicle Assignment and Conduct**

- a. A department vehicle may be assigned to the Duty Officer for take-home use during their on-call weekend.
- b. Officers shall comply with all Township policies prohibiting impairment or any condition that may adversely affect performance while on duty.
- c. Violations may result in removal from the program and/or disciplinary action.

#### **Section 22.07 Trade Time and Substitution**

Duty Officers may arrange to trade weekends with other participating eligible staff officers, subject to the following conditions:

- a. The trade must be submitted in writing and approved by the Fire Chief or designee;
- b. The originally scheduled officer remains eligible for the stipend provided the trade is completed in full;
- c. All trades must be completed and repaid within the same calendar year;
- d. Trades shall not result in any additional cost to the Township.

#### **Section 22.08 Future Considerations**

The current Assistant Chief, Captain of Community Risk Reduction, and Captain of Training positions are not subject to mandatory duty officer assignments. However, if any of these positions become vacant, the Fire Chief or designee may revise the job description to include mandatory participation in the Duty Officer Program if a departmental need is identified.

## **ARTICLE XXI MISCELLANEOUS**

**Section 20.01 Waiver** This Agreement constitutes the complete understanding of the parties hereto. The Township and Union, for the life of this Agreement, waive and agree the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. The terms of this Agreement are controlling and shall not be changed during the life of the contract without the mutual consent of the parties.

Insofar as the terms of this Agreement conflict with any personnel policies of the Township, rules of the Fire Department, or resolutions of the Township, this Agreement shall control. Where there is no conflict the personnel policy, rule and/or resolution will apply.

**Section 20.02 Bulletin Board(s)** The Employer will provide one (1) union-designated bulletin board (at least 3'x3') in each staffed fire station. The bulletin board may be used by the Union for information concerning union activities, provided that all postings are signed by a responsible Union Officer. The bulletin board will not be used to post derogatory or defamatory material(s) about the Township, Department, or their employees or elected officials.

**Section 20.03 Obligation for Continuance of Service** The Union recognizes that the cessation or interruption of services by fire fighters as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. Accordingly, the Union and fire fighters agree they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any fire fighter or group of fire fighters.

Concerted "sick days", refusal to report to duty because of the existence of pickets involved in other possible disputes with the Township, refusal to honor emergency calls to other nearby communities where labor disputes may exist, refusal to handle equipment produced by manufacturers having labor disputes, or other similar actions, shall all be deemed to be practices prohibited by this Section and subject to penalties to be imposed by the Township.

**Section 20.04 Successorship** If the Township changes to another form of public entity (e.g. becomes a city), the successor form of government shall recognize Local 5240 and will assume the existing Township/IAFF Agreement. If the Township decides to merge with another public entity, or decides to transfer responsibility for firefighting and/or EMS to another provider (e.g. county, city, authority, etc.), the Township will notify and engage in effects/impact bargaining with Local 5240.

**Section 20.05 Gender Neutral** It is intended that this Agreement be gender neutral. Any inadvertent reference to the masculine gender is unintended and will apply equally to the feminine gender, and vice versa.

**Section 20.06 Personnel Files** The Township maintains a personnel file/record for each Township employee. It is the employee's responsibility to make sure that the information in the Township's file is "up to date" (e.g. contact information, marital status, etc.).

An employee may view the contents of his/her personnel file/record by making a written request to the Chief. The Chief will, within a reasonable period of time, schedule a meeting at which the employee can review the contents of his/her personnel file/record. The Township will also comply with the Michigan Bullard-Plawecki Employee Right to Know Act.

**Section 20.07 Union Representatives** Within ten (10) working days after this Agreement goes into effect, and whenever there is a change thereafter, the Union will provide the Employer with a list of Union officers and up to three (3) stewards, all of whom are authorized to participate in the grievance procedure as Union representatives. The Employer will not discuss grievances with bargaining unit members, other than the grievant and designated Union representatives.

**Section 20.08 Uniforms/Gear** Upon hire to full time status, the Township will provide each bargaining unit member engaged in firefighting with (one) 1 sets of OSHA approved turn-out gear/equipment fitted to the specific individual (including extrication gloves, radio straps/holders, and longer leather chin straps), and each bargaining unit member with appropriate dress clothing/uniforms. Upon completion of the probationary period the Township will provide each bargaining unit member engaged in firefighting with a second set of OSHA approved turn-out gear/equipment fitted to the specific individual (including extrication gloves, radio straps/holders, and longer leather chin straps). The Township will consult with the “PPE committee” which will consist of bargaining unit members, with respect to the type and quality of gear. The minimum gear issued is listed in (Appendix B). When purchasing additional turnout gear/equipment, priority will be given to the Full Time Firefighters covered under this CBA. The current dress clothing/uniform is as set forth in Appendix “B”. The Chief or their designee will – at their discretion - replace clothing items and/or turn-out gear/equipment that is unserviceable due to work-related damage and/or that is worn/damaged due to normal wear-and-tear.

The standard duty uniform will be determined and posted by the Chief or their designee and shall be worn during scheduled working hours. Except for travel to/from work, Township provided clothing will not be worn off duty.

The Township will provide cleaning equipment/supplies/facilities (including ironing) at each station. Bargaining unit members are responsible for cleaning/caring-for/maintaining their Township issued clothing and turnout gear/equipment.

All Township-provided gear/equipment and clothing remain Township property. Employees must turn in all Township issued clothing/gear upon termination/separation prior to receipt of final paycheck. Failure to timely return Township property will be considered theft.

## **ARTICLE XXII DURATION OF AGREEMENT**


All Articles/Sections of this Agreement take effect January 1, 2026.

The Agreement will remain in full force and effect through and will expire/terminate on December 31, 2028. It may extend beyond that date only upon written consent/agreement of the parties.

The Agreement will automatically renew for continuing periods of one (1) year, unless a written notice is served by one party upon the other at least ninety (90) calendar days prior to the expiration date, or ninety (90) calendar days prior to the expiration date of any subsequent automatic one (1) year renewal period of that party's intent to renegotiate the Agreement.

### **Authorizing signatures:**

For IAFF Local 5240:

  
\_\_\_\_\_  
Local 5240 President 8-28-2025  
Date

For Oshtemo Charter Township:

  
\_\_\_\_\_  
Township Supervisor 8/28/25  
Date

## APPENDIX A WAGE RATES

YEAR		Firefighter I	Firefighter II	Firefighter III	Firefighter IV
2026	HOURLY RATE	\$19.00	\$19.50	\$20.00	\$20.50
	PERCENT INCREASE	N/A	N/A	N/A	N/A
	TOTAL EARNINGS	\$57,437.00	\$58,948.50	\$60,460.00	\$61,971.50
2027	HOURLY RATE	\$20.90	\$21.45	\$22.00	\$22.55
	PERCENT INCREASE	10.00%	10.00%	10.00%	10.00%
	TOTAL EARNINGS	\$63,180.70	\$64,843.35	\$66,506.00	\$68,168.65
2028	HOURLY RATE	\$22.99	\$23.60	\$24.20	\$24.81
	PERCENT INCREASE	10.00%	10.00%	10.00%	10.00%
	TOTAL EARNINGS	\$69,498.77	\$71,327.69	\$73,156.60	\$74,985.52

**\*\*Any current bargaining unit Firefighter will receive Firefighter IV pay starting Jan 1, 2026.**

YEAR		Driver Operator I	Driver Operator II	Driver Operator III	Driver Operator IV
2026	HOURLY RATE	\$21.02	\$22.06	\$23.17	\$24.33
	PERCENT INCREASE	8.00%	8.00%	8.00%	8.00%
	TOTAL EARNINGS	\$63,533.79	\$66,700.68	\$70,030.82	\$73,556.85
2027	HOURLY RATE	\$23.12	\$24.27	\$25.48	\$26.77
	PERCENT INCREASE	10.00%	10.00%	10.00%	10.00%
	TOTAL EARNINGS	\$69,887.17	\$73,370.75	\$77,033.90	\$80,912.53
2028	HOURLY RATE	\$25.43	\$26.70	\$28.03	\$30.25
	PERCENT INCREASE	10.00%	10.00%	10.00%	13.00%
	TOTAL EARNINGS	\$76,875.88	\$80,707.82	\$84,737.29	\$91,431.16

YEAR		Captain Line	Captain Staff
2026	HOURLY RATE	\$28.86	\$41.94
	PERCENT INCREASE	16.50%	17.78%
	TOTAL EARNINGS	\$87,234.86	\$87,234.86
2027	HOURLY RATE	\$31.74	\$46.13
	PERCENT INCREASE	10.00%	10.00%
	TOTAL EARNINGS	\$95,958.35	\$95,958.35
2028	HOURLY RATE	\$34.92	\$50.75
	PERCENT INCREASE	10.00%	10.00%
	TOTAL EARNINGS	\$105,554.18	\$105,554.18

YEAR		Assistant/Division/Battalion Chief Line	Assistant/Division/Battalion Chief Staff
2026	HOURLY RATE	\$31.14	\$45.25
	PERCENT INCREASE	23.00%	23.00%
	TOTAL EARNINGS	\$94,123.54	\$94,123.54
2027	HOURLY RATE	\$34.25	\$49.78
	PERCENT INCREASE	10.00%	10.00%
	TOTAL EARNINGS	\$103,535.89	\$103,535.89
2028	HOURLY RATE	\$37.67	\$54.75
	PERCENT INCREASE	10.00%	10.00%
	TOTAL EARNINGS	\$113,889.48	\$113,889.48



## **APPENDIX B CLOTHING/UNIFORMS**

### **Turn-out Gear**

1. Two (2) Turn-out coat
2. Two (2) Bunker pants with suspenders
3. One (1) pair of Bunker boots
4. Two (2) pair of structural firefighting gloves
5. One (1) Traditional style structural firefighting helmet
6. Two (2) Nomex Hoods
7. One (1) pair of extrication gloves
8. One (1) Leather portable radio strap with holster
9. Two (2) Personal light
  - a. 1 – Helmet Light
  - b. 1 – Turnout Gear Light

### **Class “A’s”**

1. One (1) Dress Coat
2. One (1) Pair Dress Pants
3. One (1) Dress Hat
4. One (1) Badge
5. One (1) Dress Shirt
6. One (1) Necktie
7. One (1) Hat Badge
8. One (1) Dress Belt
9. One (1) Dress Shoes
10. One (1) Pair Collar Brass for Coat
11. One (1) Name Plate

### **Duty Uniform**

1. Three (3) Duty Pants (Line) / Five (5) Duty Pants (Staff)
2. One (1) Long Sleeve Class B Shirt
3. One (1) Short Sleeve Class B Shirt
4. One (1) Polo-style Long Sleeve Shirt
5. Two (2) Polo-style Short Sleeve Shirt
6. Three (3) Fire Department Long Sleeve T-Shirts
7. Five (5) Fire Department Short Sleeve T-ShirtsOne (1) Badge
8. One (1) Pair Collar Brass
9. One (1) Belt
10. One (1) Name Plate
11. Two (2) Pair Duty Boots

12. One (1) ¼ Zip Shirt
13. One (1) Winter Coat
14. One (1) Soft Shell Liner
15. Two (2) hats; One (1) Summer (Baseball or Boonie) and One (1) Winter

The Township shall cover the costs with any tailoring/alterations and dry cleaning required for class A uniforms and duty uniforms.

All gear will be professionally inspected and maintained to conform to current NFPA standards.

All clothing will be provided in a timely manner.

Season specific clothing shall be provided prior to the beginning of the season.

**APPENDIX C SENIORITY LISTS**

**Department Full Time Hire Dates**

<b>NAME</b>	<b>FULL TIME STARTING DATE</b>
J. Wiley	04/29/96
R. Flahive	12/08/14
N. Carley	03/16/15
J. Brady	08/01/16
M. Parker	08/01/16
J. Rice	08/01/16
A. Bennett	01/25/19
S. Fuller	01/25/19
B. Toepper	01/25/19
D. Wednig	01/25/19
S. Chambers	01/25/19
C. Schuiteboer	08/09/21
C. Roberts	06/13/22
T. Holroyd	06/27/22
T. Waterson	03/21/23
J. Della Pia	02/05/24
J. Gonzalez	05/14/24
C. Sullivan	05/16/24
J. Lower	05/16/24
J. Couch	07/22/24
S. Resh	09/30/24

**APPENDIX C SENIORITY LISTS CONT.**

**Department Full Time Seniority List**

1. J. Wiley
2. J. Brady
3. R. Flahive
4. N. Carley
5. M. Parker
6. J. Rice
7. A. Bennett
8. S. Fuller
9. B. Toepper
10. D. Wednig
11. S. Chambers
12. C. Schuiteboer
13. C. Roberts
14. T. Holroyd
15. T. Waterson
16. J. Della Pia
17. J. Gonzalez
18. C. Sullivan
19. J. Lower
20. J. Couch
21. S. Resh



## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MOU") is effective as of 01/01/26 and is by and between the International Association of Firefighters (IAFF) Local 5240, hereinafter referred to as the ("Union"), and Oshtemo Charter Township, a Michigan municipal corporation, hereinafter referred to as the ("Township").

The purpose of this MOU is to update the opt-out credit from \$1170 annually to \$1370 annually.

### 'Article XIII Insurances' currently reads:

For the term of this Agreement the Township will provide each bargaining unit member with the same insurances (e.g., health, dental, vision, STD/LTD, life, etc.), and under the same terms (premium co-shares) as the Township provides to all other Township employees. In addition, the Township will pay all premiums to provide bargaining unit members with VFIS insurance.

The Township reserves the right to select or change any or all insurance carriers or plans provided the level of benefits remains substantially equivalent to what is currently offered. The Township will also allow one appointed bargaining unit member to attend the annual renewal meeting with the insurance agency to be part of the renewal process.

Should a bargaining unit member elect to opt out or not use the Townships medical insurance they will be paid 45.00 per bi-weekly pay period.

The Township will provide the Union with at least forty-five (45) days' notice before the effective date of coverage of changes to the insurance carriers or plans.

### 'Article XIII Insurances' will read:

For the term of this Agreement the Township will provide each bargaining unit member with the same insurances (e.g., health, dental, vision, STD/LTD, life, etc.), and under the same terms (premium co-shares) as the Township provides to all other Township employees. In addition, the Township will pay all premiums to provide bargaining unit members with VFIS insurance.

The Township reserves the right to select or change any or all insurance carriers or plans provided the level of benefits remains substantially equivalent to what is currently offered. The Township will also allow one appointed bargaining unit member to attend the annual renewal meeting with the insurance agency to be part of the renewal process.

Should a bargaining unit member elect to opt out or not use the Townships medical insurance they will be paid 52.69 per bi-weekly pay period.

The Township will provide the Union with at least forty-five (45) days' notice before the effective date of coverage of changes to the insurance carriers or plans.

## AUTHORIZING SIGNATURES:

For IAFF Local 5240:

  
Adam Smith (New 11.22.25 11:58:49 EST)

Local 5240 President

19/11/2025

Date

For Oshtemo Charter Township:

  
Chris Bull (New 20. 2025 06:03:55 EST)

Township Supervisor

20/11/2025

Date