

# **SAUGATUCK TOWNSHIP FIRE DISTRICT**



3342 Blue Star Highway

269 857-3000 / Fax: 269 857-1228

E-mail: info@saugatuckfire.org

Saugatuck, MI 49453

Proudly serving: Douglas | Saugatuck | Saugatuck Township

This public meeting will be held using Zoom video/audio conference technology due to the COVID-19 restrictions currently in place.

**Zoom Meeting Info** 

Meeting ID: 869 8699 0760

Password: **981642**One-Touch Weblink:

https://us02web.zoom.us/j/86986990760?pwd=WUlkKytkbjNaV3J3VHN2clNnLzVOQT09

<u>Dial by Phone</u>: **(646) 558-8656** 

### FIRE DISTRICT BOARD MEETING

4:00pm - May 17<sup>th</sup>, 2021

#### **AGENDA**

- 1. Call to Order:
- 2. Pledge of Allegiance (Stand if you are able):
- 3. Roll Call:
- 4. Reminder: It is requested the board silences cell phones and put them away for the duration of the meeting.
- 5. Approval of Agenda (additions / deletions): (Roll Call Vote)
- 6. Approval of Minutes:
  - A. April 19th, 2021 (Roll Call Vote)
- 7. Public Comment on Agenda Items Only (Limit 3 minutes): Use the "raise hand" button in the participants screen in Zoom or enter \*9 if you are calling in by phone to raise hand. You will be recognized and unmuted to speak in the order received.:
- 8. Request for Payment:
  - A. Budget Amendment #2 (Roll Call Vote)
  - B. Account Payables (Roll Call Vote)
  - C. Financial Report
- 9. Fire Chief Comments:
  - A. Incident Reports / Calls to Date / Overlapping Calls
  - **B.** Community Risk Reduction
    - 1. State of Michigan experienced 51 fire fatalities in 46 fires year to date for 2021.
  - C. Employee Injury Workers Compensation Claim
- 10. Unfinished Business:
  - A. Household Hazardous Waste Recycling Day Update
  - B. Subpoena / Lawsuit Update
  - C. Human Resources "Wage Study" Update



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- 11. New Business:
  - A. Collective Bargaining Agreement (Roll Call Vote)
  - B. Set date for 2021-22 Fiscal Year Budget Approval Public Hearing (Roll Call Vote)
  - C. Fiscal Year 2021-22 Budget (Roll Call Vote)
- 12. Correspondence:
  - A. None
- 13. Public Comments: (Limit 3 minutes): Use the "raise hand" button in the participants screen in Zoom or enter \*9 if you are calling in by phone to raise hand. You will be recognized and unmuted to speak in the order received.:
- 14. Fire Board Comments:
- 15. Adjournment:



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Password: **981642** One-Touch Weblink:

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Dial by Phone: (646) 558-8656

### FIRE DISTRICT BOARD MEETING

4:00pm - April 19<sup>th</sup>, 2021

#### **DRAFT MINUTES**

1. Call to Order: Meeting called to order by J. Verplank at 4:00pm

2. Pledge of Allegiance (Stand if you are able):

3. Roll Call:

PRESENT: S. Aldrich, E. Beckman, D. Fox, J. Verplank, S. Phelps, T. Pullen, A. Miller

**ABSENT with Notice: None** 

Also Present: Chief Greg Janik, D.C. Chris Mantels, P. Stanislawski

- 4. Reminder: It is requested the board silences cell phones and put them away for the duration of the meeting.
- 5. Approval of Agenda (additions / deletions): (Roll Call Vote)

Motion by Pullen, 2<sup>nd</sup> by Phelps to approve the agenda as presented. No discussion.

YAYS: Pullen, Phelps, Aldrich, Beckman, Fox, Verplank, Miller

**NAYS: None ABSENT: None** Motion passes 7:0.

- 6. Approval of Minutes:
  - A. March 15th, 2021 (Roll Call Vote)

Motion by Phelps, 2<sup>nd</sup> by Beckman to approve the minutes of the 3/15/2020 meeting as pre-

sented. No discussion.

YAYS: Phelps, Beckman, Fox, Aldrich, Verplank, Pullen, Miller

**NAYS: None ABSENT: None** Motion passes 7:0.

7. Public Comment on Agenda Items Only (Limit 3 minutes): Use the "raise hand" button in the participants screen in Zoom or enter \*9 if you are calling in by phone to raise hand. You will be recognized and unmuted to speak in the order received .:

A. None

3342 Blue Star Highway

269 857-3000 / Fax: 269 857-1228

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Saugatuck, MI 49453



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### 8. Request for Payment:

A. Account Payables (Roll Call Vote)

Motion by Phelps, 2<sup>nd</sup> by Fox to pay the invoices in the amount of \$115,719.46. No discussion.

YAYS: Phelps, Fox, Pullen, Aldrich, Beckman, Verplank, Miller

NAYS: None ABSENT: None Motion passes 7:0.

### **B.** Financial Report

- i. Financial report reviewed by P. Stanislawski.
  - 1. Will do a budget amendment in May.
  - 2. Beginning to work on 2022 budget with Chief and D.C.

#### 9. Fire Chief Comments:

- A. Incident Reports / Calls to Date / Overlapping Calls
  - 1. Incident report statistics year to date were reviewed 193 incidents year to date.
    - i. Request by Fox to break out Priority 1 calls.
  - 2. 6:33 average response time year to date
- **B.** Community Risk Reduction
  - 1. State of Michigan experienced 44 fire fatalities in 39 fires year to date for 2021.
- C. Thank You's
  - 1. Windwood Property Services Donated Spring Cleanup of Station
  - 2. Saugatuck Public Schools Hosting immunization clinic.
  - 3. Saugatuck Golf Carts Bill Wester Golf Cart for SPS immunization clinic donated.
  - 4. Back Alley Pizza Lunch for immunization clinic volunteers.
  - 5. MDOT Message board for SPS immunization clinic.
  - 6. Graafschap Fire Message board for SPS immunization clinic.

#### D. Grants

1. MMRMA Finance notified that they were impressed with grant funding request submittals from Deputy Chief Mantels and wished all were as nice as those.

#### 10. Unfinished Business:

- A. Wage Study Update
  - 1. Have not met since last meeting.
  - 2. Working with C. Bernhardy to finish compiling data.
  - 3. Hope to have a report ready for the May Fire Board meeting.
- B. Subpoena / Lawsuit Update
  - 1. D.C. Mantels has been subpoenaed for a deposition.
  - 2. The Bowdish's took their appeal to the State Construction Code Commission last week 4/14, and the SCCC denied their appeal.



## **SAUGATUCK TOWNSHIP FIRE DISTRICT**



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_		145	DUSH	C.3.3

- A. Lakeshore Drive Washout
  - 1. The road commission has approved a 2 lane repair.
  - 2. It will have no load restrictions.
  - 3. Repairs are anticipated to be completed by May 20<sup>th</sup>.
- 12. Correspondence:
  - A. None
- 13. Public Comments: (Limit 3 minutes): Use the "raise hand" button in the participants screen in Zoom or enter \*9 if you are calling in by phone to raise hand. You will be recognized and unmuted to speak in the order received.:
  - A. None
- 14. Fire Board Comments:

Aldrich - None

Beckman - None

Fox - None

Verplank - None

Phelps - None

Pullen - None

Miller - None

- 15. Adjournment:
  - A. Motion by Phelps, 2<sup>nd</sup> by Aldrich to adjourn the meeting at 4:46pm. No discussion.

YAYS: Phelps, Aldrich, Fox, Beckman, Verplank, Pullen, Miller

NAYS: None ABSENT: None Motion passes 7:0

# SAUGATUCK FIRE DISTRICT JOURNAL ENTRY

JE: 156

Item #8A

Post Date: 05/14/2021 Entered By: Peter Entry Date: 05/14/2021 Journal: BA

Description: BUDGET ADJUSTMENT #2

CR	DR		Description	GL #
	779.55		SAUGATUCK CITY	206-000-401.000
28.60			SAUGATUCK TOWNSHIP	206-000-402.000
	819.08		DOUGLAS CITY	206-000-403.000
700.00			FIRE SERVICES	206-000-450.000
	6,000.00	FEES	INSPECTION & PLAN REVIEW	206-000-460.000
	900.00		COST RECOVERY	206-000-465.000
	5,000.00		OTHER FEDERAL GRANTS	206-000-528.000
	882.90		GRANTS & DONATIONS	206-000-560.000
	23,500.00		SALES OF ASSETS	206-000-685.000
	1,000.00		BOARD SALARY	206-336-702.000
4,800.00	1,000.00		CHIEF SALARY	206-336-704.000
4,000.00	2,550.00		OFFICER SALARIES	206-336-705.000
	30,000.00		CAREER FIREFIGHTER	206-336-708.000
40,000.00	30,000.00		OPERATIONAL WAGES	206-336-708.000
•				
6,000.00	10 000 00		PAID ON CALL STIPEND	206-336-709.500
	12,000.00		FIRE CALLS	206-336-710.000
10 000 00	3,000.00		MEDICAL CALLS	206-336-711.000
13,000.00			TRAINING	206-336-712.000
	5,000.00		SPECIAL EVENTS	206-336-713.000
4,076.76			WORKER COMP INSURANCE	206-336-722.000
4,000.00			RETIREMENT	206-336-723.000
	2,000.00		GAS & OIL	206-336-728.000
24,000.00			PROFESSIONAL SERVICES	206-336-730.000
1,000.00			STATION TOOLS	206-336-745.000
	3,000.00		FIRE FIGHTER TOOLS	206-336-746.000
2,000.00			UTILITIES	206-336-752.000
26,000.00		ITENANCE	VEHICLE/ EQUIP REP & MAIN	206-336-760.000
3,000.00			BOAT MAINTENANCE	206-336-761.000
	3,000.00		RADIO & PAGER R&R	206-336-762.000
2,000.00		IANCE	BUILDING REPAIR & MAINTEN	206-336-763.000
,	1,000.00		BUILDING SECURITY	206-336-764.000
	1,000.00		DUES & SUBSCRIPTIONS	206-336-767.000
	3,000.00		OFFICE EXPENSES	206-336-770.000
6,500.00	3,000.00		TECHNOLOGY	206-336-771.000
0,000.00	1,500.00		BUILDING INSPECTIONS	206-336-775.000
	3,000.00		UNIFORMS	206-336-780.000
	7,500.00		TURN OUT GEAR	206-336-781.000
	2,500.00		EDUCATION	206-336-781.000
2 000 00	2,300.00			206-336-783.000
3,000.00	7 500 00		MEDICAL SUPPLY	
	7,500.00		COMMUNITY RISK REDUCTION	206-336-795.000
	10,000.00		PHYSICALS	206-336-796.000
F00 00	8,400.00		GENERAL INSURANCE	206-336-815.000
500.00	== ^^		TAX CHARGE BACK	206-336-861.000
00 000	77.82		TRUCK PAYMENT	206-336-975.000
30,000.00			LONG TERM CAPITAL	206-336-985.000
	16,351.00		GRANTS & DONATIONS	210-000-560.000
	5,250.00		REGIONAL TRAINING CENTER	210-000-561.000
21,601.00			REGIONAL TRAINING CENTER	210-338-805.000
	166,510.35	Journal Total:		

APPROVED BY:

Item #8B

05/14/2021		CHECK REGISTER FOR SAUGATUCK		
		CHECK DATE FROM 04/20/2021 - 05/18	/2021	
Check Date	Check	Vendor Name	Description	Amount
Check Date	CHECK	vendor Name	Description	Amoun
Bank MAC N	IACATAWA BA	ANK		
04/27/2021		TARGET SOLUTIONS LEARING LLC	TRAINING	3,065.00
04/27/2021	2061(E)	HEALTH SAVINGS ACCOUNT	HEALTH SAVINGS ACCOUNT	2,575.00
04/30/2021	2062(A)	ANDERSEN BOAT WORKS INC	BOAT	522.00
04/30/2021	2063(E)	STATE OF MICHIGAN	PAYROLL TAXES	230.00
04/30/2021	2064(E)	CONSUMERS ENERGY	FIRE STATION	386.41
04/30/2021		BERNHARDY, CHRISTOPHER	PAYROLL	1,429.49
04/30/2021	• • •	BETTS, MICHAEL	PAYROLL	1,307.47
04/30/2021	DD3444(A)	JANIK, GREG	PAYROLL	2,204.59
04/30/2021	DD3445(A)	MANTELS, CHRISTOPHER	PAYROLL	2,014.90
04/30/2021		MEYER, KYLE	PAYROLL	1,293.31
04/30/2021	DD3447(A)	MILESKIEWICZ, JOHN	PAYROLL	1,328.68
04/30/2021		457 MERS	PAYROLL	1,801.96
04/30/2021		MISDU	PAYROLL	217.86
04/30/2021		IRS	PAYROLL	3,261.89
04/30/2021		MERS CENTICIPICAN	PAYROLL	5,310.88
04/30/2021 05/13/2021	EFT889(E) DD3448(A)	STATE OF MICHIGAN	PAYROLL PAYROLL	2,678.48 43.04
05/13/2021	DD3448(A)	ALDRICH, STACEY BALES, WENDY	PAYROLL	1,603.86
05/13/2021		BECKMAN, ERIC	PAYROLL	43.04
05/13/2021		BEEK, HEATHER	PAYROLL	552.56
05/13/2021		BERNHARDY, CHRISTOPHER	PAYROLL	331.90
05/13/2021	DD3453(A)	BETTS, MICHAEL	PAYROLL	69.62
05/13/2021	DD3454(A)	BLATT, DAVID	PAYROLL	402.51
05/13/2021	DD3455(A)	BLOK, MICHAEL	PAYROLL	736.17
05/13/2021	DD3456(A)	BRINK, CHAD	PAYROLL	406.04
05/13/2021		BRUMMEL, MEL	PAYROLL	132.14
05/13/2021	DD3458(A)	DALTON, PHIL	PAYROLL	231.77
05/13/2021	DD3459(A)	DORNBUSH, KALEIGH	PAYROLL	513.49
05/13/2021	DD3460(A)	DYKSTRA, TOM	PAYROLL	2,528.41
05/13/2021	DD3461(A)	ESQUIVEL, BRADLEY	PAYROLL	220.69
05/13/2021	DD3462(A)	GARGANO, CHRISTINE	PAYROLL	556.30
05/13/2021	` '	GARGANO, MARK	PAYROLL	767.40
05/13/2021		GREEN, MICHELLE	PAYROLL	320.88
05/13/2021		JANIK, GREG	PAYROLL	536.27
05/13/2021	DD3466(A)	KEMPKERS, BRIAN	PAYROLL	1,673.93
05/13/2021		KIRCHERT, ERIK	PAYROLL	544.04
05/13/2021		MANTELS, CHRISTOPHER	PAYROLL	1,034.73
05/13/2021		MARR, SEAN	PAYROLL	738.28
05/13/2021	DD3470(A)	MCGOWAN, WILLIAM	PAYROLL	494.46
05/13/2021	DD3471(A)	MEISTE, JAMES	PAYROLL	553.48
05/13/2021	DD3472(A)	MEYER, KYLE	PAYROLL	712.92

05/14/2021		CHECK REGISTER FOR SAUGATUCK FIRE	DISTRICT	
	1	CHECK DATE FROM 04/20/2021 - 05/18/202	21	
Check Date	Check	Vendor Name	Description	Amount
05/13/2021	DD3473(A)	MILESKIEWICZ, JOHN	PAYROLL	490.84
05/13/2021	DD3473(A)	MILLER, AARON	PAYROLL	43.04
05/13/2021	DD3474(A)	MOKMA, WAYNE	PAYROLL	540.04
05/13/2021	20341	PHELPS, DONALD	PAYROLL	44.04
05/13/2021	DD3476(A)	PULLEN, TARUE	PAYROLL	44.04
05/13/2021	DD3470(A)	SEYMOUR, SCOTT	PAYROLL	640.85
05/13/2021	DD3477(A)	SHERER, MISTY	PAYROLL	634.03
05/13/2021	DD3479(A)	STARRING, LINUS	PAYROLL	886.97
05/13/2021		STURM, ELLIOTT	PAYROLL	661.74
05/13/2021	DD3481(A)	STURM, KATHRYN	PAYROLL	582.31
05/13/2021	DD3482(A)	TRINKLEIN, KYLE	PAYROLL	182.84
05/13/2021	DD3483(A)	VAN AUKEN, LAUREL	PAYROLL	425.09
05/13/2021	DD3484(A)	VAN OSS, BRENT	PAYROLL	1,591.31
05/13/2021	DD3485(A)	VERPLANK, JANE	PAYROLL	44.04
05/13/2021	EFT890(E)	457 MERS	PAYROLL	2,530.13
05/13/2021		MISDU	PAYROLL	108.75
05/13/2021	EFT892(E)	IRS	PAYROLL	6,070.48
05/13/2021	EFT893(E)	SAUGATUCK AREA PROFESSIONAL LOCAL 5		125.00
05/14/2021	2074(A)	ALLEGAN TREASURER	TAX CHARGE BACK	247.63
05/14/2021	2075(A)	ALLIED FIRE SALES & SERVICE LLC	HELMETS	4,006.83
05/14/2021	2076(A)	BLOOM SLUGGETT PC	LEGAL FEES	860.00
05/14/2021	2077(A)	CHROUCH COMMUNICATIONS INC	RADIO MAINTENANCE	68.78
05/14/2021	2078(A)	FASTENAL	SUPPLIES	359.68
05/14/2021	2079(A)	FISHERIES SUPPLY COMPANY	BOAT ANTENNA	539.82
05/14/2021	2080(A)	GROUND MANAGEMENT SOLUTIONS LLC	GROUND MAINTENANCE	63.00
05/14/2021	2081(A)	MASTER MEDICAL EQUIPMENT	AED BATTERY	365.00
05/14/2021	2082(A)	MCKESSON	MEDICAL SUPPLIES	310.39
05/14/2021	2083(A)	MOTOROLA SOLUTIONS INC	NEW RAM TRUCK	298.40
05/14/2021	2084(A)	LORRIE PASTOOR	CLEANING	200.00
05/14/2021	2085(A)	RELIABLE ROAD SERVICE INC	2151 TIRE REPAIR	216.00
05/14/2021	2086(A)	SECURE N SAFE LLC	SECURITY CAMERAS	170.00
05/14/2021	2087(A)	SOUND OFF SIGNAL	SWITCH ARROW BOARD	1,477.05
05/14/2021	2088(A)	SPENCER MANUFACTURING INC	AERIAL PUMP REPAIR & ANNUALS	22,947.88
05/14/2021	2089(A)	NEWCOMER PLOW & HITCH	TRUCK REPAIR	194.58
05/14/2021	2090(A)	SUMMIT COMPANIES	FIRE EXT TESTING	535.00
05/14/2021	2091(A)	WEST MICHIGAN UNIFORM	SHOP TOWELS	135.00
05/14/2021	2092(A)	WOLVERINE POWER SYSTEMS	GENERATOR BULB	51.84
05/14/2021	2093(A)	XTREME AUTO	2192 LETTERING	651.00
05/14/2021	DD3486(A)	BERNHARDY, CHRISTOPHER	PAYROLL	1,404.49
05/14/2021	DD3487(A)	BETTS, MICHAEL	PAYROLL	1,282.46
05/14/2021	DD3488(A)	JANIK, GREG	PAYROLL	2,204.58
05/14/2021	DD3489(A)	MANTELS, CHRISTOPHER	PAYROLL	1,842.91
05/14/2021	DD3490(A)	MEYER, KYLE	PAYROLL	1,268.31

05/14/2021		CHECK REGISTER FOR SAUGATUCK FIRE	DISTRICT	
	(	CHECK DATE FROM 04/20/2021 - 05/18/202	1	
Check Date	Check	Vendor Name	Description	Amount
05/14/2021	DD3491(A)	MILESKIEWICZ, JOHN	PAYROLL	1,303.68
05/14/2021	EFT894(E)	457 MERS	PAYROLL	1,801.96
05/14/2021	EFT895(E)	MISDU	PAYROLL	217.86
05/14/2021	EFT896(E)	IRS	PAYROLL	3,261.91
05/14/2021	EFT897(E)	SAUGATUCK AREA PROFESSIONAL LOCAL 5	PAYROLL	125.00
05/17/2021	20342	GRAPHIX EMBROIDERY INC	UNIFORMS	32.00
05/17/2021	20343	MFE INC	KUSSMAUL SUPER AUTO	557.07
05/17/2021	20344	TOTAL ENERGY SYSTEMS LLC	GENERATOR DIAGNOSIS	750.00
05/17/2021	20345	CFS INSPECTIONS	2151	650.00
05/17/2021	20346	OVERISEL LUMBER CO	SUPPLIES & REPAIRS	254.94
05/17/2021	20347	STANDARD	INSURANCE	707.83
05/17/2021	20348	ZORO	SUPPLIES	416.39
05/17/2021	2065(E)	COMCAST	TELEPHONES & INTERNET	306.29
05/17/2021	2066(E)	CONSUMERS ENERGY	BOAT DOCK	73.32
05/17/2021	2067(E)	CONSUMERS ENERGY	FIRE STATION	565.38
05/17/2021	2068(E)	CARDMEMBER SERVICE	TRAINING, NEW TRUCK & REPAIRS	4,611.17
05/17/2021	2069(E)	MENARDS	NEW TRUCK & REPAIRS	1,055.00
05/17/2021	2070(E)	MICHIGAN GAS UTILITIES	NATURAL GAS	375.32
05/17/2021	2071(E)	PRIORITY HEALTH	HEALTH INSURANCE	3,507.01
05/17/2021	2072(E)	REPUBLIC SERVICES 240	TRASH & RECYCLING	128.71
05/17/2021	2073(E)	SHELL	GASOLINE & DIESEL	826.16
Total of 105	Checks:			124,249.02
Less 0 Void C	hecks:			0.00
Total of 105 I	Disbursement	s:		124,249.02

05/14/2021 10:18 AMVOICE APPROVAL BY INVOICE REPORT FOR SAUGATUCK TOWNSHIP FIRE DISTRICT Page: 1/3

User: Peter DB: Stfd

EXP CHECK RUN DATES 04/20/2021 - 05/17/2021 BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

190.30

Vendor Name Description Amount 1. ALLEGAN TREASURER 247.63 TAX CHARGE BACK 2. ALLIED FIRE SALES & SERVICE LLC 3,937.78 HELMETS TURN OUT 69.05 TOTAL 4,006.83 3. ANDERSEN BOAT WORKS INC 522.00 BOAT 4. BLOOM SLUGGETT PC LEGAL FEES 860.00 5. CARDMEMBER SERVICE 2,758.91 TRAINING, NEW TRUCK & REPAIRS SUPPLIES, REPAIRS & TRAINING 1,483.40 POSTAGE 18.86 TRAINING 350.00 TOTAL 4,611.17 6. CFS INSPECTIONS 2151 650.00 7. CHROUCH COMMUNICATIONS INC RADIO MAINTENANCE 68.78 8. COMCAST TELEPHONES & INTERNET 306.29 9. CONSUMERS ENERGY BOAT DOCK 73.32 FIRE STATION 565.38 FIRE STATION 386.41 TOTAL 1,025.11 10. FASTENAL SUPPLIES 287.31 SUPPLIES 72.37 TOTAL 359.68 11. FISHERIES SUPPLY COMPANY 214.50 BOAT ANTENNA BOAT CLEAT 325.32 TOTAL 539.82 12. GRAPHIX EMBROIDERY INC UNIFORMS 32.00 13. GROUND MANAGEMENT SOLUTIONS LLC GROUND MAINTENANCE 63.00 14. HEALTH SAVINGS ACCOUNT HEALTH SAVINGS ACCOUNT 2,575.00 15. LORRIE PASTOOR 200.00 CLEANING 16. MASTER MEDICAL EQUIPMENT AED BATTERY 365.00 17. MCKESSON MEDICAL SUPPLIES 138.98 MEDICAL SUPPLIES 147.42 MEDICAL SUPPLIES 23.99 TOTAL 310.39 18. MENARDS NEW TRUCK & REPAIRS 1,055.00 19. MFE INC GAS CYLINDER CARDER 10 TO 10 T

05/14/2021 10:18 AMNVOICE APPROVAL BY INVOICE REPORT FOR SAUGATUCK TOWNSHIP FIRE DISTRICT Page: 2/3

User: Peter
DB: Stfd

EXP CHECK RUN DATES 04/20/2021 - 05/17/2021

BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Vendor Name	Description		Amount
	KUSSMAUL SUPER AUTO		366.77
		TOTAL	557.07
. MICHIGAN GAS UTILITIES			255 20
. MOTOROLA SOLUTIONS INC	NATURAL GAS		375.32
	NEW RAM TRUCK NEW RAM TRUCK		211.40 87.00
		TOTAL	298.40
. NEWCOMER PLOW & HITCH			
	TRUCK REPAIR NEW RAM TRUCK		110.00 84.58
	NEW NAM INOCK	TOTAL	194.58
. OVERISEL LUMBER CO			
	SUPPLIES & REPAIRS		254.94
. PRIORITY HEALTH	HEALTH INSURANCE		3,507.01
. RELIABLE ROAD SERVICE I	NC 2151 TIRE REPAIR		216.00
. REPUBLIC SERVICES 240	TRASH & RECYCLING		128.71
. SECURE N SAFE LLC	SECURITY CAMERAS		170.00
. SHELL			
. SOUND OFF SIGNAL	GASOLINE & DIESEL		826.16
	NEW RAM TRUCK NEW RAM TRUCK		852.09 550.00
	SWITCH ARROW BOARD		74.96
		TOTAL	1,477.05
. SPENCER MANUFACTURING I	NC AERIAL PUMP REPAIR		17,788.24
	2141 ANNUAL		522.70
	2111 ANNUAL 2142 ANNUAL		1,004.61 541.00
	2112 ANNUAL		1,025.63
	2151 REPAIR	TOTAL	2,065.70
CMV MDV DD		101111	22, 347.00
. STANDARD	INSURANCE		707.83
. STATE OF MICHIGAN	PAYROLL TAXES		230.00
. SUMMIT COMPANIES	FIRE EXT TESTING		535.00
. TARGET SOLUTIONS LEARIN			3,065.00
. TOTAL ENERGY SYSTEMS LL	C		
. WEST MICHIGAN UNIFORM	GENERATOR DIAGNOSIS		750.00
. WOLVERINE POWER SYSTEMS	SHOP TOWELS		135.00
. XTREME AUTO	GENERATOR BULB		51.84
			CE1 00
. ZORO	2192 LETTERING		651.00

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User: Peter DB: Stfd

EXP CHECK RUN DATES 04/20/2021 - 05/17/2021

BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

Vendor Name

Description		Amount
CHOCK HOLDER		203.60
	TOTAL	416.39
TOTAL - ALL VENDORS		55,292.88
FUND TOTALS: Fund 206 - FIRE FUND		55,292.88

05/14/2021 11:17 AM Page: 1/2 REVENUE AND EXPENDITURE REPORT FOR SAUGATUCK FIRE DISTRICT User: Peter Item #8C PERIOD ENDING 05/31/2021 DB: Stfd YTD BALANCE ACTIVITY ILABLE 2020-21 05/31/2021 MONTH 05/31/2021 BALANCE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET NORMAL (ABNORMAL) INCREASE (DECREASE) NORMAL (ABNORMAL) Fund 206 - FIRE FUND Revenues Dept 000 206-000-401.000 SAUGATUCK CITY 364,779.55 364,779.55 0.00 0.00 100.00 746,971.40 746,971.40 23,829.78 0.00 100.00 206-000-402.000 SAUGATUCK TOWNSHIP 380,819.08 380,819.08 20,458.70 0.00 100.00 206-000-403.000 DOUGLAS CITY 206-000-450.000 FIRE SERVICES 5,300.00 5,214.75 5.00 85.25 98.39 206-000-460.000 INSPECTION & PLAN REVIEW FEES 11,000.00 10,575.00 1,875.00 425.00 96.14 7,900.00 7,892.20 0.00 7.80 99.90 206-000-465.000 COST RECOVERY OTHER FEDERAL GRANTS 90,921.87 26.13 99.97 206-000-528.000 90,948.00 0.00 206-000-560.000 GRANTS & DONATIONS 4,882.90 4,882.90 1,610.00 0.00 100.00 206-000-665.000 INTEREST 500.00 316.77 0.00 183.23 63.35 206-000-685.000 SALES OF ASSETS 23,500.00 23,500.00 0.00 0.00 100.00

USED

Total Dept 000	1,636,600.93	1,635,873.52	47,778.48	727.41	99.96
TOTAL REVENUES	1,636,600.93	1,635,873.52	47,778.48	727.41	99.96

Expenditures						
Dept 336 - FIRE F	UND					
206-336-702.000	BOARD SALARY	4,250.00	3,500.00	300.00	750.00	82.35
206-336-704.000	CHIEF SALARY	84,800.00	72,613.95	3,169.23	12,186.05	85.63
206-336-705.000	OFFICER SALARIES	6,450.00	5,272.41	564.99	1,177.59	81.74
206-336-708.000	CAREER FIREFIGHTER	276,000.00	232,044.67	10,262.55	43,955.33	84.07
206-336-709.000	OPERATIONAL WAGES	127,000.00	102,382.58	11,670.35	24,617.42	80.62
206-336-709.500	PAID ON CALL STIPEND	81,000.00	68,708.16	6,095.29	12,291.84	84.82
206-336-710.000	FIRE CALLS	48,000.00	37,691.23	3,536.70	10,308.77	78.52
206-336-711.000	MEDICAL CALLS	27,000.00	22,731.70	1,646.14	4,268.30	84.19
206-336-712.000	TRAINING	43,000.00	34,624.35	4,495.08	8,375.65	80.52

206-336-712.000	TRAINING	43,000.00	34,624.35	4,495.08	8,375.65	80.52
206-336-713.000	SPECIAL EVENTS	5,000.00	1,758.96	0.00	3,241.04	35.18
206-336-720.000	PAYROLL TAXES	55,000.00	47,558.89	3,246.73	7,441.11	86.47
206-336-721.000	EMPLOYEE INSURANCE BENEFITS	75,000.00	67,176.71	5,058.84	7,823.29	89.57
206-336-722.000	WORKER COMP INSURANCE	49,076.76	49,076.76	0.00	0.00	100.00
206-336-723.000	RETIREMENT	77,000.00	68,498.42	3,746.19	8,501.58	88.96
206-336-727.000	OPERATING SUPPLIES	22,000.00	13,021.05	2,226.64	8,978.95	59.19
206-336-728.000	GAS & OIL	10,000.00	6,640.99	826.16	3,359.01	66.41
206-336-730.000	PROFESSIONAL SERVICES	44,000.00	38,500.02	1,060.00	5,499.98	87.50
206-336-742.000	TESTING, REPAIR & REPLACEMENT	15,000.00	13,875.28	840.30	1,124.72	92.50
206-336-745.000	STATION TOOLS	4,000.00	3,077.90	0.00	922.10	76.95
206-336-746.000	FIRE FIGHTER TOOLS	7,000.00	2,481.70	0.00	4,518.30	35.45
206-336-751.000	PHONES	12,000.00	10,178.69	366.29	1,821.31	84.82
206-336-752.000	UTILITIES	16,000.00	12,949.48	1,142.73	3,050.52	80.93
206-336-760.000	VEHICLE/ EQUIP REP & MAINTENANCE	66,000.00	64,866.90	24,919.57	1,133.10	98.28
206-336-761.000	BOAT MAINTENANCE	18,000.00	17,485.12	132.95	514.88	97.14
206-336-762 000	DADIO C DACED DCD	3 500 00	2 270 46	210 73	1 220 54	61 0

206-336-705.000	OFFICER SALARIES	6,450.00	5,272.41	564.99	1,177.59	81.74
206-336-708.000	CAREER FIREFIGHTER	276,000.00	232,044.67	10,262.55	43,955.33	84.07
206-336-709.000	OPERATIONAL WAGES	127,000.00	102,382.58	11,670.35	24,617.42	80.62
206-336-709.500	PAID ON CALL STIPEND	81,000.00	68,708.16	6,095.29	12,291.84	84.82
206-336-710.000	FIRE CALLS	48,000.00	37,691.23	3,536.70	10,308.77	78.52
206-336-711.000	MEDICAL CALLS	27,000.00	22,731.70	1,646.14	4,268.30	84.19
206-336-712.000	TRAINING	43,000.00	34,624.35	4,495.08	8,375.65	80.52
206-336-713.000	SPECIAL EVENTS	5,000.00	1,758.96	0.00	3,241.04	35.18
206-336-720.000	PAYROLL TAXES	55,000.00	47,558.89	3,246.73	7,441.11	86.47
206-336-721.000	EMPLOYEE INSURANCE BENEFITS	75,000.00	67,176.71	5,058.84	7,823.29	89.57
206-336-722.000	WORKER COMP INSURANCE	49,076.76	49,076.76	0.00	0.00	100.00
206-336-723.000	RETIREMENT	77,000.00	68,498.42	3,746.19	8,501.58	88.96
206-336-727.000	OPERATING SUPPLIES	22,000.00	13,021.05	2,226.64	8,978.95	59.19
206-336-728.000	GAS & OIL	10,000.00	6,640.99	826.16	3,359.01	66.41
206-336-730.000	PROFESSIONAL SERVICES	44,000.00	38,500.02	1,060.00	5,499.98	87.50
206-336-742.000	TESTING, REPAIR & REPLACEMENT	15,000.00	13,875.28	840.30	1,124.72	92.50
206-336-745.000	STATION TOOLS	4,000.00	3,077.90	0.00	922.10	76.95
206-336-746.000	FIRE FIGHTER TOOLS	7,000.00	2,481.70	0.00	4,518.30	35.45
206-336-751.000	PHONES	12,000.00	10,178.69	366.29	1,821.31	84.82
206-336-752.000	UTILITIES	16,000.00	12,949.48	1,142.73	3,050.52	80.93
206-336-760.000	VEHICLE/ EQUIP REP & MAINTENANCE	66,000.00	64,866.90	24,919.57	1,133.10	98.28
206-336-761.000	BOAT MAINTENANCE	18,000.00	17,485.12	132.95	514.88	97.14
206-336-762.000	RADIO & PAGER R&R	3,500.00	2,270.46	218.73	1,229.54	64.87
206-336-763.000	BUILDING REPAIR & MAINTENANCE	22,000.00	20,861.31	951.31	1,138.69	94.82
206-336-764.000	BUILDING SECURITY	1,000.00	430.00	170.00	570.00	43.00
206-336-767.000	DUES & SUBSCRIPTIONS	2,500.00	1,771.63	158.99	728.37	70.87
206-336-770.000	OFFICE EXPENSES	7,000.00	6,506.30	242.53	493.70	92.95
206-336-771.000	TECHNOLOGY	18,500.00	14,914.69	249.45	3,585.31	80.62
206-336-775.000	BUILDING INSPECTIONS	1,000.00	67.50	0.00	932.50	6.75
206-336-780.000	UNIFORMS	9,000.00	5,957.72	32.00	3,042.28	66.20
206-336-781.000	TURN OUT GEAR	17,500.00	13,319.87	4,006.83	4,180.13	76.11
206-336-785.000	EDUCATION	15,500.00	15,067.99	802.57	432.01	97.21
206-336-791.000	MEDICAL SUPPLY	Page 13,000 130 of 70	11,041.46	680.55	1,958.54	84.93
206-336-795.000	COMMUNITY RISK REDUCTION	Page 01.0001 70	2,075.39	220.00	424.61	83.02

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#### REVENUE AND EXPENDITURE REPORT FOR SAUGATUCK FIRE DISTRICT

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Page:

User: Peter DB: Stfd

#### PERIOD ENDING 05/31/2021

YTD BALANCE ACTIVITY FOR AVAILABLE 2020-21 05/31/2021 MONTH 05/31/2021 BALANCE % BDGT GL NUMBER DESCRIPTION AMENDED BUDGET NORMAL (ABNORMAL) INCREASE (DECREASE) NORMAL (ABNORMAL) USED Fund 206 - FIRE FUND Expenditures 206-336-796.000 0.00 1,000.00 0.00 1,000.00 0.00 PHYSICALS 99.97 206-336-815.000 GENERAL INSURANCE 23,600.00 23,592.00 0.00 8.00 206-336-861.000 TAX CHARGE BACK 1,000.00 725.75 247.63 274.25 72.58 TRUCK PAYMENT 42,022.18 0.00 0.00 100.00 206-336-975.000 42,022.18 206-336-985.000 LONG TERM CAPITAL 230,000.00 215,305.70 4,841.40 14,694.30 93.61 206-336-986.000 CAPITAL FUND TRANSFER 12,150.00 0.00 0.00 12,150.00 0.00 Total Dept 336 - FIRE FUND 1,595,348.94 1,372,645.87 98,128.72 222,703.07 86.04 1,595,348.94 1,372,645.87 98,128.72 222,703.07 86.04 TOTAL EXPENDITURES Fund 206 - FIRE FUND: 1,636,600.93 TOTAL REVENUES 47,778.48 99.96 1,635,873.52 727.41 TOTAL EXPENDITURES 1,595,348.94 1,372,645.87 98,128.72 222,703.07 86.04 NET OF REVENUES & EXPENDITURES 41,251.99 263,227.65 (50,350.24)(221, 975.66)638.10 885,554.97 885,554.97 BEG. FUND BALANCE END FUND BALANCE 926,806.96 1,148,782.62

**Item #10C** 

Report of the "Wage Study" Subcommittee. of the Board of the Saugatuck Township Fire District

May 19, 2021

#### Background:

At an earlier meeting of the Fire Board, a suggestion was made that an informal study be undertaken of the District's human resources costs in light of the significant expense involved (~55-60% of the District's budget). The aim would be to better inform the Board (in its advisory role) of those costs, and to permit the analysis and identification of trends over time. The Board appointed Eric Beckman, Scott Phelps and Dan Fox to the subcommittee; and Peter Stanislawski served as an expert advisor to the group. Chief Greg Janik tasked LT Chris Bernhardy as the staff liaison to the subcommittee. The compensation and qualifications numbers included in the appendix were expertly provided by LT Bernhardy; Chief Janik provided the STFD organizational chain of command as well as a newly created EMS monthly calls analysis.

### Scope:

As noted above, the aim was to assemble cost data, review that information, and form questions and hypotheses for consideration by the Board. Because of the nature of the assignment, it was inevitable that some comments with operational implications would be aired, discussed, and recorded. The subcommittee agrees that any operational decisions are the province and responsibility of the STFD leadership.

#### Overall Observation and a Caution:

- In general, the STFD's human resources costs appear to be in line with the responsibilities and duty assignments.
- The subcommittee sought outside professional counsel, but on their advice, determined that a comprehensive comparison of personnel costs with other area departments' experience was not prudent. The idiosyncrasies of each department, the outside experts noted, make any reliable "apples-to-apples" analysis virtually unworkable.
- Currently, there did not appear to be significant unfilled slots in the STFD. (See recommendation below regarding the secretary/receptionist position.)
- Total STFD annual human resources costs represent approximately 58% of revenue on an annual basis.

#### Specific Recommendations:

- Care should be taken to ensure that the STFD doesn't over-certify its staff (this observation related to currently having four Fire Inspector-1 certified personnel).
- Recommend that a breakout of monthly personnel costs--shown as a total number for each of the three employment categories (fulltime, parttime, and paid-on-call)-- be provided to the Board on a recurring basis; data presented would in each month's report would be for the prior month.)
- Recommend the Board, in its fiduciary duty to the taxpayers, engage an attorney experienced in labor matters to review the Union contract.
- Recommend the Board review and authorize pay ranges for the fulltime personnel positions on an annual basis (concurrent with the annual budget-creation process).
- For the propose of future recruitment, recommend the creation of detailed written
  job description for each fulltime position showing duties, required certifications,
  reporting relationships, and authorized benefits and perks.

Some specific questions with operational considerations were raised:

The subcommittee hereby tenders this report to the Board.

**Scott Phelps** 

Eric Beckman

- Should the STFD continue to authorize a receptionist/secretary full-time position given limited public interactions at the facility, and the installed intercom system?
- With a qualified physician on staff, shouldn't that medical professional be designated the STFD's medical director?


Dan Fox



# SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving: Douglas | Saugatuck | Saugatuck Township

3342 Blue Star Highway Saugatuck, MI 49453 269 857-3000 / Fax: 269 857-1228

E-mail: <a href="mailto:info@saugatuckfire.org">info@saugatuckfire.org</a>

### Fire District Board - Agenda Item Report

**FROM:** Chief Greg Janik

MEETING DATE: May 17<sup>th</sup>, 2021

**SUBJECT:** Collective Bargaining Agreement

#### **DESCRIPTION:**

I am proud to present the collective bargaining agreement for the Saugatuck Township Fire District. I have worked over the past several months with the members of Local 5291 to create the draft Collective Bargaining Agreement as presented. I would recommend to the Fire Board, that the draft document be sent on to Fire District Counsel Jeff Sluggett for review and approval.

After review, comment, and approval by Jeff Sluggett, the document would then be returned to the attorney of Local 5291 for review. Once all parties are in agreement, the final document would be voted on and approved by Local 5291, and the Fire District Fire Administrative Board.

SAMPLE MOTION	V:	
I	motion to send the draft Collective Bargaining	g Agreement between the
Saugatuck Towns	hip Fire District and Saugatuck Area Professional Fir	e Fighters Union, Local 5291 to Fire
District Counsel J	eff Sluggett for review and approval. I	2 <sup>nd</sup> the Motion. (Roll
Call Vote)		



# SAUGATUCK TOWNSHIP FIRE DISTRICT

Item #11A
STRICT

ownship

Proudly serving: Douglas | Saugatuck | Saugatuck Township

3342 Blue Star Highway Saugatuck, MI 49453 269 857-3000 / Fax: 269 857-1228 E-mail: info@saugatuckfire.org

May 11<sup>th</sup>, 2021

Saugatuck Township Fire District Fire Administrative Board 3342 Blue Star Highway Saugatuck, MI 49453

Dear Board Members,

As you are aware, the career fire fighters voted last fall to organize and become part of the International Association of Fire Fighters (IAFF), and Michigan Professional Fire Fighters Unions (MPFFU). We are now known as the Saugatuck Area Professional Fire Fighters Union – Local 5291 (L5291). Since that time, Chief Janik, members of L5291, and the union steward have worked digilently to create the Collective Bargaining Agreement (Agreement) before you.

As you review the many pages of the Agreement before you, we wanted to provide you with a brief synopsis of the key points in the Agreement for your convenience:

- 1. The majority of the Agreement, and subsequent benefits, are what is currently being provided by the Fire District to the members of L5291.
  - a. For example: The healthcare plan, insurance policies, retirement plan, etc. are existing and are simply spelled out in the Agreement.
- 2. We explored the costs of implementing dental and vision insurance plans. Due to the small staff, it is cost prohibitive. At the suggestion of the Finance Director, we are requesting to increase the annual dental/vision reimbursement per employee from the current \$1,200 to \$2,000 annually to match one of our municipalities, Saugatuck City.
- 3. A retiree health savings account has been added, with the contributions for the initial 3 year Agreement being born soley by the members of L5291.
- 4. At the request of Chief Janik, we are switching from a vacation day system, to a Paid Time Off (PTO) system to match that of one of our municipalities, Saugatuck City. Vacation time tracking will be much easier and more efficient for the Finance Director, the Fire District, and the employees.
- 5. In the interest of retaining quality personnel, we are requesting the addition of nominal longevity pay as we believe it is is important to recognize employees that continue to dedicate their employment committeent to our three communities, and don't job hop from year to year. As a point of interest, the average years of service of the full-time staff is eleven.
- 6. Built into the Agreement there is an annual 3% cost of living salary increase for all full-time employees, similar to past practices.



John Mileskiewicz - Member



Proudly serving: Douglas | Saugatuck | Saugatuck Township

We believe that we have crafted a document that is fair and equitable for both sides, as many of us live in the Fire District and are taxpayers as well. In many ways, this was more of an educational process than anything, as we discovered a lot of benefits the employees were already being offered, but we were not aware of. We are hopeful that you see it the same way.

We are excited to be the first fire department in Allegan County to become members of the

International Association of Fire Firghters (IAFF) and Michigan Professional Fire Fighters Union (MPFFU). We are more than happy to answer any questions or concerns that you may have. Please feel free to contact us if you wish to discuss further. Respectfully yours, Mike Betts - President Chris Bernhardy – Xice President Chris Mantels – Secretary/Treasurer

Kyle Mever - Member

### **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is entered into by and between the SAUGATUCK TOWNSHIP FIRE DISTRICT, MICHIGAN, hereinafter referred to as the "EMPLOYER," and the SAUGATUCK AREA PROFESSIONAL FIRE FIGHTERS UNION, Local 5291, International Association of Fire Fighters, hereinafter referred to as the "UNION."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment.

# **ARTICLE 1 Recognition Clause**

<u>Section 1.1</u>. <u>Recognition Clause</u>. The Employer recognizes the Union as the exclusive bargaining agent for all full-time employees of the Saugatuck Township Fire District, except the Fire Chief, Part-Paid Firefighters, and Part-Paid Emergency Medical Responders. Such recognition is granted in accordance with the provisions of PA 336 of the Public Acts of 1947, as amended, and the rights and responsibilities of the parties shall be subject to the terms, conditions and responsibilities established under these Acts.

# ARTICLE 2 Management Rights

Section 2.1. Management Rights. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Therefore, to this end the Employer retains exclusively all the customary and normal functions of management of the affairs of the Saugatuck Township Fire District not otherwise restricted by the language of this Agreement necessary to preserve and continue its essential charter authority of policy maker and manager of the processes of government, including, but not limited to, the exercise of control over the organization and operation of the Department; the establishment of programs and goals; the establishment of standards of and service; the determination of cost parameters; and the management of personnel, including, but not limited to, the right to hire and determine qualifications for hiring; to assign duties and responsibilities; to transfer and reassign personnel; to approve the taking of vacation leave, sick leave, or holiday leave; to promote, demote; to establish and enforce reasonable rules of conduct and safety; to reprimand, suspend, discharge, or take other disciplinary action for just cause; to use federal, state, and county programs of personnel funding; and to make such other rules necessary to carry out the mission of the Department after negotiating with the Union.

<u>Section 2.2.</u> <u>Rules</u>. Departmental rules shall be reasonable and shall relate to proper performance, appearance, and deportment in carrying out assignments and shall not be applied in a discriminatory manner. The Employer agrees to notify, except in cases of emergency the Union of

any proposed amendments to personnel policy and Departmental rules in advance and negotiate any changes before they become effective.

# ARTICLE 3 MAINTENANCE OF CONDITIONS

<u>Section 3.1:</u> All rights, privileges and working conditions utilized by the employees at the present time and all current terms and conditions of employment which are not included in the Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of the Agreement unless changed by mutual consent.

# ARTICLE 4 DISCIPLINE AND DISCHARGE

<u>Section 4.1:</u> No employee shall be discharged or disciplined without just cause.

<u>Section 4.2:</u> In the event an employee shall receive a written reprimand, be suspended from work or demoted for disciplinary reasons, or is discharged from his employment after the date hereof and they believe that they have been unjustly written up, suspended, demoted or discharged, such suspension, demotion, discharge or written reprimand shall constitute a case arising under the grievance procedure.

<u>Section 4.3:</u> In the event it should be determined under the grievance procedure that the employee has unjustly received a written reprimand, is suspended, demoted or discharged, the Employer shall reinstate such employee and pay compensation as may be determined under the grievance procedure.

<u>Section 4.4:</u> Upon conclusion of an investigation involving possible discipline, the employee shall be notified of discipline to be administered, if any. If said discipline involves a suspension, such suspension shall begin within fourteen (14) days immediately following the notification of discipline. If the suspension exceeds one working day, the days shall be served consecutively. A day of discipline will equate to ten (10) hours.

<u>Section 4.5:</u> Records of tardiness or absenteeism shall not be considered in future disciplinary actions after twelve (12) months without incident.

# ARTICLE 5 Payroll Deduction of Dues

<u>Section 5.1</u>. <u>Payroll Deduction of Dues</u>. The Employer agrees to deduct, twice each month, dues in an amount certified to be current by the Secretary Treasurer of the Local Union from the pay of those employees who individually request in writing such deductions be made. A total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. This

authorization shall remain in full force and effect until the employee requests its revocation by written notice to the Employer.

### ARTICLE 6 STRIKE/LOCKOUT

<u>Section 6.1:</u> The Union and the Employer agree that there shall be no strikes, work stoppages, slowdowns, interruptions of service or boycotts by the employees and no lockouts made by the Employer.

# ARTICLE 7 Union Business

<u>Section 7.1.</u> <u>Union Business</u>. Up to three members of the Union may be absent from their regularly assigned work to attend outside Union meetings at their own expense, if prior approval is obtained from the Chief and arrangements have been made by members to cover their shifts by changing or swapping with other members of the Department. During Act 312 arbitration proceedings, the District will arrange and pay for work coverage for one Union representative, who may or may not be the Union's delegate to the arbitration panel. In addition, the District will provide such coverage at times when other Union representatives may be involved in the proceeding as witnesses.

<u>Section 7.2.</u> <u>Discussion of Union Business</u>. While on duty, employees of the bargaining unit may discuss Union business as long as it does not interfere with the proper performance of their duties and the duties of other Firefighters, as determined by the Chief.

<u>Section 7.3.</u> The Union shall be entitled to hold Union meetings at the Saugatuck Fire Station, provided permission is granted in advance from the Fire Chief and all duty chores are completed.

<u>Section 7.4.</u> The Union shall advise the Employer of Union officers and/or stewards.

<u>Section 7.5.</u> The Union shall have the right to post Union notices and bulletins during regularly scheduled working hours.

<u>Section 7.6.</u> The Employer shall provide one (1) bulletin board for exclusive use of the Union in the Saugatuck Fire Station at a convenient location accessible to employees. Size and location as agreed by the parties. The Union shall be allowed to hang their charter in the station in a location agreed to by both parties.

<u>Section 7.7.</u> The Employer agrees that the accredited representatives of the IAFF, whether local representatives, district council representatives, state or international representatives, may schedule meetings concerning this contract, this bargaining unit, or collective bargaining implementation on the Employer's property, with the approval of the Fire Chief, provided such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

# **ARTICLE 8 Discrimination**

<u>Section 8.1.</u> No <u>Discrimination</u>. The statutes applicable to discrimination because of race, creed, color, national origin, age, sex, handicap, marital status or other characteristics shall be adhered to by both parties. Also, the Employer will not discriminate against any employee because of membership in the Union. Whereas membership in the Union shall not be denied to any member of the bargaining unit, conversely employees covered by this Agreement do not have to be members of the Union.

<u>Section 8.2</u>. <u>Humanitarian Clause</u>. Should employees covered by this Agreement become physically or mentally handicapped to the extent that they cannot perform their regular job, the Employer will make a reasonable effort to place the employees in a position that they are physically and mentally able to perform.

# ARTICLE 9 Seniority

<u>Section 9.1</u>. <u>Seniority</u>. Seniority shall be defined as the employee's length of continuous and uninterrupted service with the Department since the last date of hire, including any creditable part-paid service, and excluding any absence without pay.

<u>Section 9.2.</u> <u>Definitions</u>. Seniority shall be accrued in the following areas and in the following manner:

- a) Unit-wide seniority shall be the length of uninterrupted employment with the Employer within the bargaining unit commencing with the latest date of hiring, including any creditable part-paid service, as defined below, and less time that seniority was not accrued during the employee's absence on an unpaid leave of absence as provided in this Agreement, which includes time lost due to the employee being laid off.
- b) Classification (i.e., Firefighter) seniority shall be determined to be the amount of accumulated service within a classification.
- Section 9.3. Probationary Employees. Each employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed with the Department on a full-time basis for a continuous period of six (6) months following the employee's last date of hire; provided, however, that upon written notice to the employee before the expiration of said six (6) month period, the period of probation may be extended for an additional period of time not to exceed six (6) months. During the probationary period, an employee may be laid off or terminated by the Employer without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during the employee's probationary period, nor to retain any employee for the full period of probation. If a new employee was hired at a rate equal to or greater than the second step in the employee's range, or if a present employee is placed in a new job at a pay step

above the lowest step in the range, as a result of a promotion, job reclassification, or transfer, the increase at the end of the six (6) month probationary period is automatic.

<u>Section 9.4.</u> <u>Loss of Seniority</u>. Employees shall lose their seniority and the employment relationship shall cease upon the happening of any of the following events:

- a) The employee quits.
- b) The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
  - c) The employee retires or is retired.
- d) The employee is laid off for a continuous period in excess of twenty-four (24) months.
- e) The employee is on sick leave of absence and the sick leave has expired pursuant to the provisions of the sick leave Article; in the event the accumulated benefits under the sick leave plan are not sufficient to carry any employee until they become eligible for Long-term disability (LTD) benefits, the employee will be continued on unpaid leave of absence until they become eligible for LTD benefits. At the end of the period during which the employee is covered by LTD benefits, if the employee is still unable to return from leave, the District shall review the situation to determine if employment should be continued or terminated.
- f) The employee's employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the Fire Chief from that stated in the employee's application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave and the leave application, and that leaves of absence shall not be used as trial periods for new employment. The employee shall state in the leave application whether or not they intend to perform any work while on leave and the nature and extent of such, if any.
- g) The employee fails to report for work within three (3) working days following the expiration of an approved leave of absence without first notifying the Employer of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused.
- h) Absence from work for three (3) consecutive duty days without notifying the employee's supervisor of the reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee.

### ARTICLE 10 Layoff and Recall

<u>Section 10.1</u>. <u>Definition</u>. Layoff shall mean the separation of employees from the active work force.

### Section 10.2. Order of Layoff.

- a) No permanent or probationary employee shall be laid off from the employee's position in the Department while any seasonal, temporary, part-time, or provisional employees are serving in the same position class in the Department.
- b) Except as provided below, the layoff of probationary or permanent employees in the Department shall be in inverse order of seniority in the classification affected.

Section 10.3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requested within twenty-four (24) hours after receipt of notice of layoff shall, in lieu of layoff, be demoted to a lower classification in the Department if the employee has a greater length of total continuous service, in the Department than another employee in that lower classification. Demotion shall be through those classifications in which the employee has skill and ability as determined by the Chief, providing that an employee serving a probationary period shall not displace a permanent employee in a classification in which that employee has not previously held status. In the case of change in classification as a result of the exercise of the above rights, the employees moving to the new classification shall receive a rate of pay within the rate range of the new job commensurate with the employee's skill and ability.

<u>Section 10.4</u>. <u>Notice of Layoff</u>. Employees to be laid off indefinitely shall be given at least thirty (30) calendar days' prior notice.

### Section 10.5. Preferred Eligible Lists.

- a) Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.
- b) Names shall remain on the lists for twenty-four (24) months, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Department before any other persons are selected for employment during the above twenty-four (24) month period.
- <u>Section 10.6</u>. <u>Recall from Layoff</u>. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the times allowed shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

<u>Section 10.7</u>. <u>Restoration to Positions from Which Demoted</u>. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given seven (7) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

<u>Section 10.8</u>. <u>Payment of Wages</u> Employees who are separated from the active work force shall be provided with a three (3) month severance pay, equal to their normal wages, paid upon their last day of scheduled employment with the District. This shall not include employees who voluntarily terminate their employment with the District.

Section 10.9. Continuation of Benefits. Employees who are separated from the active work force shall have their health insurance benefits outlined in Article 19 provided to them by the District, free of charge, for six (6) months after their last day of scheduled employment, or until the employee has equivalent coverage elsewhere, whichever comes first. This shall not include employees who voluntarily terminate their employment with the District.

# ARTICLE 11 Grievance and Arbitration Procedure

<u>Section 11.1</u>. <u>Purpose</u>. There is established for the benefit of the employee and/or the employee's representative a systematic and orderly method of hearing grievances arising out of the terms of this Agreement. The procedure has as its objective the promotion of good employee relations by providing for an orderly process of appeal.

<u>Section 11.2</u>. <u>Definition</u>. For the purposes of this Agreement, the term "grievance" shall mean any dispute between the Employer and the employees or the Union regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement.

<u>Section 11.3</u>. <u>Steps</u>. The following procedural steps will be followed by those seeking recourse through the grievance procedure for alleged violation of the terms of this Agreement:

Step One: An employee experiencing a work problem regarding this Agreement shall review the matter orally with the employee's immediate supervisor within two duty days of the time the employee should have reasonable knowledge of the work problem. The supervisor is specifically prohibited from making any disposition of the grievance outside the terms of this Agreement.

Step Two: If the resulting oral discussion with the supervisor is not satisfactory to the employee or the Union and if the matter constitutes an alleged grievance as defined in Section 11.2 above, the employee or the Union may appeal it by applying for a formal grievance with the designated Union steward within three (3) working days after the oral discussion. If the Union accepts the grievance, it shall have five (5) working days in which to appeal the grievance to the Chief in writing on the approved grievance form. The Chief shall have five (5) working days in which to investigate, meet with the employee and/or the employee's representatives, and reply in writing to the employee through the Union and the supervisors involved.

Step Three: If the grievance is not settled at this level, the employee and the employee's representative, if desired, has five (5) working days after receipt of the Chief's written answer to appeal the decision on the approved grievance form to the Fire Board. The Fire Board shall meet with the aggrieved employee, and if desired, the employee's representative within five (5) working

days after receipt of the employee's written request and shall request the presence of the Chief at this meeting. The decision of the Fire Board will be communicated in writing to the aggrieved and/or the employee's representative and the Chief within five (5) working days after this meeting.

Step Four: If the decision of the Fire Board is unsatisfactory to the grievant or the Union, the employee may, with the approval of the Union, appeal the matter to arbitration within twenty (20) working days from receipt of the decision of the Fire Board.

Section 11.4. Time Limits. The time limits established in the grievance procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specific.

<u>Section 11.5</u>. <u>Grievance Form</u>. The grievance form attached to this Agreement as Appendix D shall be the form to be used exclusively by the members of the bargaining unit for the submittal of grievances.

<u>Section 11.6</u>. <u>Definition of Working Days</u>. As used in this Article, the term "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

<u>Section 11.7</u>. <u>Lost Time</u>. The Employer agrees to pay for all reasonable time lost by an employee during the employee's regularly scheduled working hours while investigating and presenting a grievance; provided, however, the Employer reserves the right to impose discipline if the privilege is being abused. Lost time shall be compensated at the employee's straight-time regular rate of pay and shall not be counted in the computation of overtime hours.

Section 11.8. Arbitration Request. If under the grievance procedure the decision of the Fire Board is unsatisfactory to the grievant, the grievant may, with the approval of the Union, appeal the matter to arbitration within twenty (20) working days from the receipt of the decision of the Fire Board. In the event the Employer and the Union cannot agree on the choice of an arbitrator within fourteen (14) calendar days after the Union has notified the Employer of its intention to arbitrate, the parties shall then obtain a panel of five (5) qualified arbitrators from the Michigan Employment Relations Commission (MERC). Upon the receipt of the list, the employee and/or the employee's representative and the Fire Board shall alternately strike names from this list with the right of first choice being decided by a flip of a coin. After two names have been struck by each party, the one remaining shall be the arbitrator. It shall be the responsibility of the Union to notify the Commission of the selection.

<u>Section 11.9</u>. <u>Arbitrator's Powers</u>. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of the Agreement or the written rules and/or regulations of the Employer, and the decision shall be limited to the application or interpretation of the Agreement and to the specific issue(s) presented. The arbitrator shall have no authority to determine wage rates on new or changed job classifications. However, within the limitations of these provisions, the arbitrator shall have the power to award to either party the remedy which is considered appropriate to the circumstances. The arbitrator shall render the decision in writing as

soon after the hearing as possible, and the fees and expenses of the arbitrator and costs of the place for such hearing, if any, shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee(s) involved, the Fire Board, the Chief, and their designated representatives.

# **ARTICLE 12 General Emergency Leave**

<u>Section 12.1</u>. <u>General Emergency Leave</u>. Whenever an employee's absence is due to severe or unusual weather conditions, civil commotion, or other general emergency conditions beyond the employee's control, the employee will be permitted to use accrued vacation leave, holiday leave, or compensatory time to cover the absence. If the employee chooses not to use any of the foregoing leave credits, or if there are insufficient of these leave credits, the employee will then be paid only for hours worked.

# ARTICLE 13 Military Leave

<u>Section 13.1</u>. <u>Military Leave</u>. A leave of absence to enter the United States Armed Forces or for required military training, and reinstatement from such a leave, will be handled according to applicable state and federal laws.

Section 13.2. Training or Riot Call Up. In the event employees who are members of the National Guard or Reserves are ordered to participate in activities which result in lost time, such employees will be paid the difference between the amount paid by the government and their regular weekly pay. Regardless of time spent in such activities, the Employer shall make up such pay only for the first ten (10) working days in each year that the employee is engaged in such activities.

# **ARTICLE 14 Jury Duty and Court Appearance**

Section 14.1. Jury Duty and Court Appearance. During the period when the employee is performing required jury duty service during hours when the employee would otherwise be regularly scheduled to work, the Employer will pay the difference between the employee's fees for jury duty and pay at the employee's straight-time rate for the hours the employee would have worked on the employee's regularly scheduled shifts during the employee's period of jury duty, provided the employee gives the Chief prompt notice of the employee's call to jury duty, and thereafter of the payment received for it. Any employee who is subpoenaed to appear in court on the employee's workday as a result of a personal duty-connected circumstance or is involved in a duty-connected accident and must attend court, shall suffer no loss in pay. Any employee who is subpoenaed to appear in court on the employee's day off from work as a result of a personal duty-connected circumstance or a duty-connected accident and does attend court shall be paid for time required to be in court at the employee's overtime hourly rate, and time so spent shall be considered

in the computation of any overtime pay. Employees will not be required to work 12 hours before being required to report for jury duty.

#### **ARTICLE 15**

#### PAID TIME OFF

<u>Section 15.1 Paid Time Off (PTO)</u> The Saugatuck Township Fire District (District) encourages staff to take appropriate breaks from the workplace, which is vital to work/life balance, improving an employee's productivity, and overall health. The District provides a combined PTO bank for full-time employees to utilize for planned and unplanned time off. PTO may be used for vacations, sick leave, personal business (including to care for family members), or any other purposes the employee chooses, subject to the rules and procedures of scheduling time off.

Section 15.2 Leave Request. PTO should be used only after it is earned, however, employees with less than one year of service may request an advance of PTO to the Fire Chief. Any PTO advances will be deducted from an employee's final pay. If employee separates from employment and his/her final pay is less than the amount advanced, the employee shall be responsible for reimbursing the District for any difference.

<u>Section 15.3</u> The District will attempt to honor reasonable PTO requests, but reserves the right to deny a request if it would interfere with the efficient operation of a department, if PTO abuse is suspected, or other valid reasons. Some PTO requests, such as vacations, can be planned and employees are expected to provide advance notice of their request for leave to their supervisor. In certain situations, departments may not allow more than one employee to take PTO leave at the same time.

<u>Section 15.4</u> In the case of unplanned PTO, for illness, unanticipated personal business or other emergent reasons, employees should give as much advance notice as possible to their supervisor. Employees are expected to call in each day of unplanned absence to their immediate supervisor unless specific arrangements are made with their supervisor for a return-to-work date.

<u>Section 15.5</u> Failure to call in three or more days will be considered abandonment of position and a voluntary resignation. A doctor's verification may be required where abuse of PTO is suspected. Extended absence of three days or more due to illness may require verification of fitness for duty from a licensed physician prior to returning to work, as determined by your supervisor.

<u>Section 15.6</u> Accrual. Annual PTO accruals are based on a full-time 40-hour employee having 2,080 and a full-time 24-hour employee 2,311.65 paid hours per year. PTO does not accrue on unpaid leaves of absence or PTO cash outs upon termination. Employees

become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.

<u>Section 15.7</u> PTO is accrued each pay period immediately upon hire based on continuous service according to the schedule shown below. Accrual accumulation is comprised of vacation time, 12 sick days, and 3 personal days.

24 Hour Personnel		Total	
		Bi-Weekly	
		Accrual	Maximum
	Total PTO	Rate	PTO Accrual
After 6-months / less than a year	172.17	10.57	335.63
1 year / less than 2	335.63	12.43	503.45
2 years / less than 5	384.20	14.30	576.29
5 years / less than 10	409.38	15.23	614.07
10 years / less than 15	434.56	16.16	651.84
15 years and up	459.74	17.09	689.62

Full- Time 40 Hours		Total	
		Bi-Weekly	
		Accrual	Maximum
	Total PTO	Rate	PTO Accrual
After 6-months / less than a year	95.00	4.28	95.00
1 year / less than 2	190.00	7.35	285.00
2 years / less than 5	230.00	8.89	345.00
5 years / less than 10	270.00	10.43	405.00
10 years / less than 15	310.00	11.97	465.00
15 years and up	350.00	13.51	525.00

<u>Section 15.8</u> Employees may accrue no more than 50% of their annual number of allocated hours for any given year. At no time shall employee's accrued PTO exceed the following:

Sell Back. In November of each year an eligible employee may sell back a maximum of 50% of their accrued PTO at their regular rate of pay. Accrued PTO that exceeds the maximum PTO accrual amount must be used prior to January 1<sup>st</sup> or it will be forfeited.

Benefit on Termination, Resignation, or Retirement. Employees who leave the employ of the District, shall be paid cash at their regular rate of pay for all hours of earned and accumulated but unused PTO, only if they have compiled twelve (12) months of service to the District and have given the District at least two weeks' notice prior to resignation or retirement.

Upon death of an active District employee, any earned but unused PTO shall be paid to the deceased employee's estate.

### ARTICLE 16 Bereavement

Section 16.1 Bereavement Leave. Employees who wish to take time off due to the death of an immediate family member should notify their immediate supervisor immediately. Up to three days of paid time off will be granted to allow the employee to attend the funeral and make any necessary arrangements associated with the death. Employees may, with their immediate supervisor's approval, use any available vacation time for additional time off as necessary. The District defines "immediate family" as the employee's spouse, child, grandchild, parent, grandparent, brother, sister, aunt, uncle, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law. Upon the death of other relatives, or close friends, time off without pay, may be granted at the discretion of the Fire Chief.

<u>Section 16.2</u> Bereavement leave for employees may only be taken beginning with the day of the death through the day following the funeral.

<u>Section 16.3</u> All time provided shall not be charged to any accrued leave banks.

<u>Section 16.4</u> Should additional time be needed other than the bereavement leave above, with the approval of the Fire Chief, accumulated benefit time an employee has can be used. In addition, an unpaid leave may be requested by the employee and must be approved by the Fire Chief. Both paid and unpaid time off is to be clearly documented on the employee's timecard.

#### **ARTICLE 17**

### Worker's Comp

<u>Section 17.1</u> <u>Workers' Compensation Leave</u>. A workers' compensation leave for a period of not more than fifty-two (52) consecutive weeks may be granted to an employee who is unable to continue work for the Authority because of a work-related illness or injury for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan.

Section 17.2 An employee returning to work from a workers' compensation leave must present a physician's certificate establishing that the employee is physically and mentally able to perform the employee's job. Any time spent in an alternate duty assignment will be considered to be a continuation of the workers' compensation leave of absence rather than a return to work for the purpose of the time periods of this Section. An extension of a workers' compensation leave may be considered in accordance with the ADA, as amended, and other similar laws.

<u>Section 17.3</u> An employee is responsible for continued payment of their mandatory deductions while on workers' compensation leave (i.e. insurance premiums, wage garnishments, pension, etc.). In the event the Department determines that an employee is capable of returning to work, the employee's leave shall end immediately.

Section 17.4 Payments and Benefits While on Workers' Compensation Leave. While an employee is on a workers' compensation leave and not on an alternate duty assignment, the following provisions will apply:

### (a) Wage Payments.

<u>First Twenty-Six Weeks of Absence</u>. During the first twenty-six (26) calendar weeks is off work on a workers' compensation leave, the employer will pay the employee for all hours lost from their regular work schedule. These amounts will not be charged against accumulated sick leave. Payments from the workers' compensation carrier to the employee will be deducted from the employee's paycheck.

Absence Greater Than Twenty-Six Weeks. During the remainder of the workers' compensation leave after the first twenty-six (26) weeks, the employee may elect to utilize accrued paid sick leave, vacation leave, floating holidays, and compensatory time to supplement the difference between their regular straight time rate of pay and the amount received from workers' compensation payments.

### (b) Benefits.

<u>Vacation and Sick Leave Accrual</u>. Employees will accrue vacation and sick leave during the first twenty-six (26) weeks of a workers' compensation leave. After the initial twenty-six (26) week period there shall be no further accrual of vacation and sick leave until the employee is able to return to full duty.

<u>Insurance Payments</u>. During the first twelve (12) months of a workers' compensation leave, the Employer will continue payment of group health, dental, life, and long-term disability insurance premiums for individuals on workers' compensation leaves on the same terms that would exist if they were not on the leave. An extension of insurance benefits up to two months may be approved based on the results of an Individualized Assessment performed under the provision of the ADA, as amended.

Longevity and College Credit Pay. During the period of a workers' compensation leave, the employee will be considered to be on active duty for purposes of eligibility for longevity and college credit payments.

<u>Seniority</u>. During the period of a workers' compensation leave, the employee will be considered to be on active duty for purposes of seniority.

# **ARTICLE 18 Family Medical Leave Act**

<u>Section 18.1</u>. <u>Family and Medical Leave Act.</u> To the extent required under applicable law, according to the federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Employer may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the District FMLA policy currently in effect will be applied for employees covered under the bargaining agreement.

### ARTICLE 19 Insurance

Section 19.1. Health Insurance. The Employer will provide, under the same conditions currently in place, a group health insurance plan ("plan") covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. Participation in this plan shall be on a voluntary basis for all full-time employees who elect to participate. The current PriorityHSA HMO 1400 Gold plan provides the coverage options outlined in Appendix E. The specific coverage provisions, terms, and conditions are identified in the plan policy issued by the carrier. The employer will make the following annual contributions into the employee's HSA account: \$1,400.00 for single coverage and \$2,500.00 for double or family coverage.

Section 19.2 Pay In Lieu of Health Insurance. Employees who have available health insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive seven hundred dollars (\$700) per month in lieu of health insurance. This shall be paid to the employee or put into the employee's account under the Employer's Deferred Compensation Plan monthly, based upon not having been covered by the Employer's Health Care Plan for the preceding twelve (12) months. Those electing to opt out must present proof of other health insurance prior to opting out of the Saugatuck Plan. This election shall be made on an annual basis during the open enrollment period and shall be effective for the next full insurance year. In the event that an employee loses health insurance coverage with the other employer, they shall be returned to coverage under the Saugatuck Employer's Plan as soon as possible. Employees choosing to opt out of the Saugatuck group medical health insurance plan shall not be required to pay employee premium share for Saugatuck health insurance coverage, during the period they opt out.

<u>Section 19.3.</u> <u>Dental & Vision Reimbursement</u>. The Employer shall reimburse up to two-thousand dollars (\$2000) per year to the employee for expenses used for dental or vision care for the employee or their family.

<u>Section 19.4.</u> Other <u>Insurance Benefits</u>. Each properly enrolled employee has received or will receive a certificate containing a statement as to the insurance protection to which the individual is entitled and to whom it is payable, together with a statement of the conversion privileges of the

policy. However, for general information, some of the salient features of the insurance benefit package are listed below:

#### a) Life Insurance.

The employer shall provide two \$100,000 life insurance policies.

### b) Accidental Death and Dismemberment Insurance.

The employer shall provide MERS short and long term death and disability plans as outlined in the plan documents.

<u>Section 19.5 Liability Insurance</u>. The Employer shall furnish liability insurance protecting the employees of the bargaining unit from liabilities arising out of and in the course of their employment. Said insurance coverage shall include, but not be limited to, liability for personal injury claims by third persons or employees for damages from alleged false arrest, imprisonment or detention, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction, and acts of negligence of the employee performed during the course of duty. The insurance will also provide the employee, if sued, with an adequate defense, and if any judgment is rendered against the employee, it shall be satisfied to the extent of the insurance coverage.

### ARTICLE 20 Retirement

Section 20.1 Pension Plan. The defined benefit plan, administered by the Municipal Employees' Retirement System (MERS) per the Appendix C, provides for normal retirement benefits at age 60. Normal retirement benefits are based upon two and twenty-five hundredths percent (2.25%) of the employee's average annual compensation multiplied by the number of years of service, not to exceed eighty percent (80%). Average annual compensation shall be determined by an average of the three (3) highest compensated years within the last five (5) years preceding retirement. Exact benefits are outlined in the plan document including a reduced benefit to retire at age 55 or 50.

### Section 20.2. Retiree Health Care Savings Program.

The employer will provide a Retiree Health Savings program through MERS.

Effective July 1, 2021 employees will contribute on half percent (.5%) into their personal RHS account.

Effective July 1, 2022 employees will contribute an additional half percent (.5%) for a total of one percent (1%) into their personal RHS account.

Effective July 1, 2023 employees will contribute an additional half percent (.5%) for a total of one and a half percent (1.5%) into their personal RHS account.

#### Section 20.3 Deferred Compensation Plan.

The employer shall provide a 457 deferred compensation plan for employees to make voluntary contributions. The employer shall match up to six percent (6%) of employee's voluntary contributions.

### ARTICLE 21 Holidays

<u>Section 21.1</u>. <u>Holidays</u>. All regular full-time employees of the bargaining unit shall be eligible to receive holiday pay under the following regulations:

- a) The employee must work the scheduled hours of the employee's last scheduled workday before the holiday and the employee's first scheduled workday after the holiday, or have an approved paid leave of absence.
  - b) The following days will be considered holidays:
    - New Year's Eve
    - New Year's Day
    - Memorial Day
    - Independence Day
    - Labor Day
    - Thanksgiving
    - Day after Thanksgiving
    - Christmas Eve
    - Christmas Day
  - If a recognized holiday falls on a Saturday, the District will generally observe such holiday on the previous Friday. If a recognized holiday falls on a Sunday, the District will generally observe such as holiday on the following Monday. If recognized holiday falls on a Saturday and the previous Friday is also a holiday, the holiday will be observed on the following Monday. If the recognized holiday falls on a Sunday and the following Monday is also a holiday, the holiday will be observed on the previous Friday. This provision is for forty-hour employees.

Section 21.2. Holiday On Duty. Employees who regularly work twenty-four (24) consecutive hour shifts, shall be compensated at two times their normal rate of pay, when they end their tour or start their tour of duty on a holiday. When ending the tour of duty, the employee shall be paid for seventeen (17) hours at their regular rate of pay, and seven (7) hours at two times the normal rate of pay. When beginning the tour of duty on a holiday, the employee shall be paid for seventeen (17) hours at two times the normal rate of pay and seven (7) hours at their regular rate of pay. The employee shall be compensated for a maximum of twenty-four (24) hours of pay on the holiday. The holiday begins at midnight of the calendar day and ends twenty-four (24) hours later.

Twenty-four (24) hour and ten (10) hour employees that get called back on a holiday to work shall be compensated at two times their normal rate of pay.

Section 21.3 Holiday Off Duty. Twenty-four (24) and ten (10) hour employees who do not work on a holiday shall receive regular pay for the week in which any such holiday occurs and in addition they shall receive another day off in lieu of the holiday, as scheduled by the supervisor.

<u>Section 21.4</u>. <u>Absence from Holiday</u>. An employee scheduled to work on a holiday who fails to report for and perform such work without a reason acceptable to the Employer shall have that absence charged to vacation leave or sick leave, if vacation leave is not available, and in addition the employee shall not receive another day off in lieu thereof.

<u>Section 21.5</u>. <u>Holiday and Vacation</u>. If a holiday occurs during the time an employee is on vacation, the employee shall receive an additional day off in lieu thereof, as scheduled by the supervisor. <u>Section 21.6</u>. <u>Holiday and Sick Leave</u>. If a holiday occurs during an authorized paid sick leave which commenced prior to the holiday, holiday leave will be charged to the holiday and not to sick leave.

<u>Section 21.7.</u> <u>Non-Shift Personnel</u>. For non-shift personnel, when one of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and if it falls on a Sunday, the following Monday will be observed as the holiday, for the purpose of both time and pay.

<u>Section 21.8</u>. <u>No Holiday Pay</u>. No holiday will be paid to an employee for any holiday which occurs after the date of the employee's quit or discharge, or while the employee is on leave of absence, or while absent due to an occupational or non-occupational illness or injury exceeding ninety (90) days.

<u>Section 21.9</u>. <u>Manpower Needs</u>. On general paid holidays, only those employees shall be on duty whose services are necessary as determined by the Chief.

# **ARTICLE 22 Shift Exchange**

<u>Section 27.1</u>. <u>Shift Exchange</u>. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Department, providing that prior approval of the Fire Chief obtained and that those employees who are on duty as a result of the exchange are not in violation of Departmental or state procedure or law. No overtime will accrue during such exchange.

# **ARTICLE 23** Clothing Allowance

<u>Section 23.1</u>. <u>Clothing Allowance</u>. All uniforms, protective clothing, or protective devices required of regular, full-time employees in the performance of their duties shall be furnished without cost

to the employee. This includes uniform shirt, pants, vest, jacket and coat, in accordance with a schedule approved by the Chief.

<u>Section 23.2.</u> <u>Personal Property</u>. Personal property required of a Union member on the job, limited to eyeglasses, contacts, dentures, and watches, which is lost or damaged in the actual performance of duty, and its loss or damage is not attributable to negligence, may claim appropriate reimbursement from the District's insurance carrier. Where reimbursement is not received from the insurance carrier, a negotiated settlement will be directed by the Fire Chief.

## **ARTICLE 24 Miscellaneous**

<u>Section 24.1.</u> <u>Amendment of Agreement</u>. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such change, however, shall not be effective until it is reduced by writing and signed by duly authorized representatives of both the Employer and the Union.

<u>Section 24.2</u>. <u>Captions</u>. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

#### ARTICLE 25 Wages

Section 25.1. Wage Schedule. See Appendix A & B.

<u>Section 25.2</u>. <u>Employee Support.</u> The Employer shall provide the following strategies to assist the employee to help them achieve their goals and receive the best possible performance review in Appendix B:

- <u>Collaboration</u> on all levels between the department and employee
- Identify need, risk(s) or personal growth
- No Cost Employee Assistance Program HelpNet
  - Marital & family issues
  - Addictions
  - Emotional problems
  - Legal & financial concerns
  - Careers
  - Relationships
  - Stress, anxiety and depression
  - Life enrichment
- Prioritize needs or risks
- Develop strategies
- Unlimited access to IT Director and data analysis
- Offer opportunities for employee growth and development, stretch assignments
- Educational and training assistance pursuant to Article 32

- Assist, support and invest with advancing personal goals. Department flexibility, scheduling and wage increase are examples
- Support employees who want to pursue new roles in the department
- Offer career coaching to help employees achieve their goals, by the chief, HelpNet, or subject matter expert
- <u>Communication</u> is the key

<u>Section 25.3.</u> Certification Based Wage Increases. The District recognizes the importance of continuing education, and subsequently, employees shall receive certification-based wage increases as outlined below. These wage increases will be provided upon successful completion of the certification program, and certificates provided to the Fire Chief.

- a. Fire Inspector 1 \$1,500.00 annual increase
- b. Fire Inspector 2 \$1,500.00 annual increase
- c. Fire Instructor 1 \$1,500.00 annual increase
- d. Fire Instructor 2 \$1,500.00 annual increase
- e. IFSFI Live Fire Instructor \$1,500.00 annual increase
- f. Fire Plans Examiner \$1,500.00 annual increase
- g. Other qualified certifications as determined by the Fire Chief \$1,500.00

## **ARTICLE 26 Longevity Pay**

<u>Section 26.1</u>. <u>Longevity Schedule</u> Employees will be granted longevity payments in addition to established salary as follows:

After 5 years	\$500.00
After 10 years	\$1,000.00
After 15 years	\$1,500.00
After 20 years	\$2,000.00
After 25 years	\$2,500.00

<u>Section 26.2</u>. <u>Longevity Payments</u> Longevity payment shall be made in a lump sum at the end of the first payroll period after each employee's anniversary date.

<u>Section 26.3</u>. <u>Proportionate Longevity Payments</u> Proportionate payments shall be made upon termination of employment, retirement or to the employee's beneficiary in case of death.

## ARTICLE 27 Cell Phone Allowance

<u>Section 27.1</u>. <u>Cell Phone Allowance</u>. Upon ratification of the 2021-2023 contract, the phone allowance will be \$20 per month for Lieutenants, Captain's, and Deputy Chief. In lieu of the monthly phone allowance, these employees may take a District provided phone from the District's cell phone carrier.

## ARTICLE 28 Ten-Hour Personnel and Wage Rates

<u>Section 28.1</u>. <u>Forty-Hour Personnel and Wage Rates</u>. In addition to 24-hour personnel and 40-hour personnel identified in the collective bargaining agreement, the District may under the terms and conditions hereinafter set forth establish and hire personnel through recognized posting and notice procedures, which personnel shall be identified as:

Deputy Chief / Fire Inspector Lieutenant / Fire Inspector

a) The classifications shall normally work 10-hour shifts from 6:00 a.m. to 4:30 p.m. for (4) consecutive days with three (3) consecutive days off and be bargaining unit positions.

## ARTICLE 29 Three-Platoon System - Hours of Employment

<u>Section 29.1.</u> <u>Work Week.</u> The District shall implement a three-platoon system. The work week created by a three-platoon system will not act to increase or decrease the base annual wages for 56 hours established in the schedules and upon which percentage increases for the contract term have been calculated.

<u>Section 29.2.</u> <u>Shift Assignment</u>. The following procedure shall be used to assign personnel to specific shifts. Bidding for 24-hour shift assignments shall be held every three years on a day or days in the month of December to be established by the Chief. A Department table of organization shall be posted in the District station showing all full-time positions by classification and shift.

The full-time bargaining unit fire officers with the highest Department seniority as determined by the date of hire as a full-time member of the Department shall make the first selection for the full-time bargaining unit fire officers openings, followed by the full-time bargaining unit fire officers with the next highest Department seniority. The full-time bargaining unit fire officers with lowest Department seniority shall be assigned to the remaining opening.

After all full-time bargaining unit fire officers have bid for shifts, Firefighters, and Firefighter EMTs shall bid for shifts. Members assigned to these classifications shall bid in order of seniority beginning with the member with the highest Department seniority as determined by the date of hire as a full-time member of the Department. Members of these classifications may only bid for openings on shifts in the classifications to which they are presently assigned.

#### ARTICLE 30 Overtime

<u>Section 30.1</u>. <u>Overtime</u>. In accordance with applicable state and federal laws, all overtime hours shall be compensated at a rate of time and one-half the regular hourly rate. This provision shall

exclude all voluntary hours that bargaining unit employees may work on a shift exchange, stand in, or similar type basis. All vacation, sick, personal, bereavement time off will be counted as hours worked for the computation of overtime. All shift coverage will be offered to bargaining unit employees for overtime before any non-bargaining District employees.

#### ARTICLE 31 Call-In Pay

<u>Section 31.1.</u> Call-In Pay. An employee called in to work after being reported off-duty, and before the next work schedule begins, shall receive a minimum of two hours of pay, or pay for the actual time worked, whichever is greater. This time shall be considered for overtime pay, consistent with the overtime premiums of this Agreement.

#### ARTICLE 32 Tuition Reimbursement

<u>Section 32.1</u>. <u>Tuition Reimbursement Program</u>. The program is made available to all members of the Union offering opportunity to improve job capabilities by reimbursement of tuition expenses incurred while taking this training. The program is as follows:

#### a) POLICY

The tuition reimbursement program is designed to offer all employees of the District, regardless of the operating segment in which they are employed, opportunities to improve job capabilities by reimbursement of tuition expenses incurred while taking additional training. The major premise of this program is that only the training programs offering direct benefits to the Employer, as determined by the review committee, will qualify for reimbursement.

#### b) PROCEDURE

- 1) The program is limited to full-time employees with at least one (1) full year of active service with the Employer.
- 2) Selected courses or training programs must relate to the employee's present position or foreseeable future position, as determined by the review committee. The review committee consists of the Chief. The Chief is in the best position to determine the training that will best benefit the Department. Through periodic meetings of the committee, the scope of training allowable within the Department and throughout the District may be kept uniform.
  - 3) Types of training included under this program include:
- i) Courses not required by the Employer, yet directly beneficial to the employee's work capabilities.

- ii) Training approved by the review committee to prepare the employee for new or higher levels of responsibility. The review committee, after consulting with the Chief, may allow additional types of training in order to meet special needs for the Department.
- iii) The training program or educational institution must be accredited by the North Central Accreditation, an accredited high school, a nationally recognized professional group offering training leading to a diploma or a certificate of completion, recognized correspondence school, trade or technical school, or adult education courses.
- 4) Courses are to be taken on the employee's own time. For training that would conflict with the employee's working hours, it will be the responsibility of the review committee to determine whether the proposed training is necessary enough to come under the category of "Employer-requested training." The present program provides only for reimbursement of tuition expenses. Travel expenses and other costs incidental to the training do not qualify for reimbursement.
- 5) Training taken by the employee at the Employer's request, such as (but not limited to) police and fire training, will not qualify for such program. Employer-requested training functions under its own separate established guidelines.
- 6) Employees who take advantage of this program and subsequently terminate employment with the District before three (3) years from the date of the training completion must return a proportionate amount of their reimbursement as follows: Full reimbursement to the District for less than one (1) year; one-third (1/3) after the second (2nd) year; and no penalty after the third (3rd) year.
- A formal request for financial assistance must be cleared with the Chief, who will then submit in writing his or her rationale supporting the employee's request to the rest of the review committee. After consultation with the Chief, the committee will act upon the employee's request. The Chief's disapproval of an employee's request may be appealed by the employee, in writing, directly to the review committee. The formal request shall include the employee's name and department; the educational institution the employee wishes to attend; the description of course desired; the beginning and completion date of training; a statement of how training will benefit the Employer and employee's performance; and the cost of tuition.
- 8) This entire request and appeal procedure must be completed, and final approval obtained, before the employee begins the course.
- 9) Upon satisfactory completion of the course, the employee must furnish a copy of the receipt of full payment, as well as a copy of his or her final grade or certificate completion. A reimbursement of 75% will be granted for a grade of "C" upon completion of approved courses. A reimbursement of 90% will be granted for a grade of "B" upon completion of approved courses. A reimbursement of 100% will be granted for a grade of "A" upon completion of approved courses.
- 10) Total tuition reimbursement may not exceed \$5,000 per individual per fiscal year.

- 11) Employees who are receiving, or are eligible to receive, any other financial assistance for education (e.g., scholarships, G.I. Bill) are not eligible for dual benefits for the same course by virtue of this program. However, supplemental benefits will be considered.
- 12) Successful completion of courses of study under this tuition reimbursement program must not be construed as a guarantee of advancement.
- 13) Employees wishing to take more than one (1) course of training in relation to the attainment of a degree or advancement in position must submit an outline of future training courses for the approval of the review committee. In this way, the committee can inform the employee in advance whether the course he or she wishes to take will qualify in the program. The emphasis of the program is on compensating the employee for training the employee takes on his or her own time which results in direct benefits to the City.
- 14) The review committee will administer the allocation of tuition reimbursement monies so that all interested employees in departments of the City will have the opportunity to share equitably in these funds, subject to budgetary limitations established for this program.
- 15) The Finance Department shall maintain the necessary records to monitor the financial status of the tuition reimbursement program.

## ARTICLE 33 Employee Alcohol and Drug Abuse Policy

#### Section 33.1. Employee Alcohol and Drug Abuse Policy.

#### a) <u>Statement of Principle and Purpose</u>

This policy is adopted in an effort to provide a safe, healthy and drug-free work environment for employees pursuant to the Drug-Free Workplace Act of 1988 (Publ. L 100-690, Title V, Subtitle D). The use and effects of illegal drugs and alcohol pose very serious problems. While the Saugatuck Township Fire District (the "Employer") would prefer not to intrude into the personal lives of its employees, it is recognized that employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable and prone to accidents and absenteeism. Each employee has a responsibility to our community to deliver services in a safe and conscientious manner. In order to ensure that this responsibility is met, employees must work free from the effects of alcohol and other performance impairing substances. Accordingly, the Employer and Union want to state clearly their policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use, or termination of employment. It is the policy's purpose:

- 1) To establish the terms and conditions of an Employer assisted rehabilitation program for employees who voluntarily seek City assistance in overcoming any addiction or dependency problems related to alcohol or other drugs; and
- 2) To establish the terms and conditions of continued employment for employees found to be involved with the illegal use or possession of controlled substances.

Therefore, our policy is as follows:

#### b) <u>Drug-Free Awareness Program</u>

A Drug-Free Awareness Program has been developed to inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the Employer's Alcohol and Drug Abuse Policy; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Alcohol and Drug Abuse Policy.

#### c) Assistance to Employees in Overcoming Alcohol or Drug Abuse

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family and social disruption. The Employer encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

To assist employees in obtaining early voluntary treatment, the Employer refers such employees to an Employee Assistance Program ("EAP"). The EAP is an assessment, counseling and referral service for employees with substance abuse problems. Any employee may utilize the services of the District-sponsored, troubled employee assistance program for drug or alcohol dependency problems, or other personal, psychological or psychiatric problems as the need may arise.

The Employer also provides an insurance plan to full-time employees to help pay for treatment. Finally, the Employer offers a variety of leave options for full-time employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP. Employees may seek help without the approval or knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counseling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the Employer. In no event shall an employee be subject to disciplinary action on account of voluntarily seeking such assistance. However, such requests and participation will not prevent disciplinary action for other violation(s) of this Alcohol and Drug Abuse Policy. Employees who

undergo voluntary counseling or treatment pursuant to a referral by the Employer and who continue to work must meet all established standards of conduct and job performance.

Rehabilitation is the responsibility of the employee. Treatment programs requiring medical treatment will be treated in the same manner as any other medical problem with respect to sick leave, vacation leave, leave of absence without pay, and health insurance coverage consistent with applicable policy provisions and practices. Upon successful completion of treatment and unrestricted release for work, the employee will be returned to active-duty status.

#### d) Applications and Definitions

The Policy applies to all employees. For purposes of this Policy:

- 1) "Employer premises" includes, but is not limited to, all property, whether owned, leased or used by the Employer. This Policy also includes any other locations or mode of transportation and from those locations while in the course and scope of employment.
- 2) "Employer time" includes, but is not limited to, all time spent on any Employer activity. This does not include the lawful use of alcohol for authorized Employer-related purposes (e.g., authorized social functions, off-hours dinner while traveling on Employer business, etc.).
- 3) "Prohibited substances" are defined as: illegal drugs or controlled substances (including trace amounts); alcoholic beverages; prescription drugs (except as approved in subsection (e) of this Policy); and any other substances which affect or may affect the employee's ability to competently or safely perform.
- 4) "Under the influence" of any prohibited substance means any detectable level of a prohibited substance in an employee's system. If an employee is "called-out," the employee shall not report to work with any prohibited substance in his/her system except that the employee may report where the presence of alcohol does not exceed the standards set by the U.S. Department of Transportation for truck drivers in interstate commerce (blood alcohol less than .04%).
- 5) "Reasonable suspicion" includes, but is not limited to: observation of behavior such as slurred speech, unsteady walking, abrupt mood swings, breath (alcoholic beverages) or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, or frequent illness not explained by other medical conditions; excessive or prolonged absenteeism; declining productivity; excessive tardiness; and suspicious activity indicating possible involvement with prohibited substances in violation of this Policy. Appendix F shall be used to document reasonable suspicion.

#### e) Authorized Use of Prescription and Non-Prescription Medicine

1) Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of or are required to take prescription drugs or internal medicine

(including over-the-counter drugs) that may affect their work performance. The employee shall notify the Employer of any such drugs and/or medicine, even if the employee believes that the drug will not affect his performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.

- 2) Employees cannot be expected to know if a drug will affect their performance. Many popular over-the-counter medicines are dangerous. For example, Theraflu is an over-the-counter cold remedy. Like many antihistamines, the package contains the following under Warnings: "May cause marked drowsiness. Alcohol, sedatives, and tranquilizers may increase the drowsiness effect. Avoid alcoholic tranquilizers while taking this product. Avoid alcoholic beverages while taking this product. Do not take this product if you are taking sedatives or tranquilizers without first consulting your doctor. Use caution when driving a motor vehicle or operating machinery." The parties are encouraged to adopt a policy broadly explaining the need to report the taking of any and all drugs, whether prescription or over-the-counter. A report will avoid potential conflicts and can facilitate accommodation of sick employees. Further, because some over-the-counter medicines contain ingredients which may be wrongfully interpreted in a drug test as evidence of use of illegal drugs, the report of such use will help insulate employees from an unwarranted and damaging conclusion.
- 3) Upon receipt of such information, the immediate supervisor or Fire Chief shall determine whether the Employer should temporarily change the employee's job assignment during the period of treatment.
- 4) No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug has been prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed. No employee who complies with item (e)(1) above with respect to a particular prescription drug or other medicine can be disciplined or required to attend an employee assistance program solely on account of that particular prescription drug or other medicine.

#### f) Prohibition

The Employer's Policy prohibits the:

- 1) Use, possession, manufacture, distribution, dispensing, transportation, or sale of prohibited substances or drug paraphernalia on Employer premises or being under the influence of a prohibited substance on Employer premises or Employer time or at an Employer activity.
- 2) Storing by an employee of prohibited substances in a locker, desk, vehicle or other repository on Employer premises or refusing to submit to an inspection.
- 3) Possession use, manufacture, distribution, dispensing or sale of prohibited substances off Employer premises or Employer time that adversely affects the employee's work

performance, his own or other's safety at work, or the Employer's regard or reputation in the community. (Note: lawful and moderate use of alcohol is not prohibited.)

- 4) Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
- 5) Conviction under any criminal drug statute or failure to notify the Employer of any arrest or conviction under any criminal drug statute within five (5) days of the arrest or conviction.
- 6) Failure to report to the immediate supervisor or Fire Chief the effect of a prescribed drug which may alter the employee's behavior or physical or mental ability.
- 7) Refusing to consent to testing or to submit a urine, blood or other sample for testing when requested pursuant to the Employer's testing policy or switching of or adulterating any sample submitted for testing.

#### g) <u>Implementation and Enforcement of Policy</u>

The following procedures will be employed to assure compliance with the Policy.

#### 1) Procedures for Testing.

The District may require employees to submit to a test for illegal drugs, prescription drugs, or alcohol under the following circumstances: There is reasonable cause to suspect that the employee to be tested is using or has used a controlled or illegal substance contrary to the provision of the Article.

Reasonable cause is defined to mean objective and specific facts including personal observations by witnesses or the suspect person's appearance and behavior which would support a conclusion of a reasonable suspicion. Drug and alcohol tests may be ordered after an accident, even absent reasonable cause. The Reasonable Suspicion Form shall be used to document cause.

An order to submit to testing may only be issued by the Chief or his/her designated alternate only after review by and approval of the Chief.

#### 2) Report Procedure/Order for Test.

If an Officer concludes that reasonable cause exists to suspect that an employee is using or has used controlled substances, he/she shall take the following actions:

The Officer shall relieve the employee from duty and direct him/her to remain at the station. The Officer shall take reasonable precaution to ensure the safety of the employee and immediately notify the Chief (or his or her designee in the Chief's absence).

The Officer shall prepare a contemporaneous report stating his/her reasons for seeking an order for examination using the Reasonable Suspicion Form found in the Appendix. Such report shall identify the employee and any potential witnesses. The report shall be signed, noting the time and the date of the report. The report shall be immediately presented to the Chief and a copy given to the employee.

The employee shall be afforded an opportunity to present an explanation to the Chief or his or her designee.

If the Chief or designee concludes that a test is necessary, the order will be issued verbally by the reporting Officer and confirmed in writing by the Chief or his or her designee within twenty-four (24) hours. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline up to and including discharge.

#### 3) Testing.

Employees or applicants for employment may be required to submit to substance testing, including, but not limited to, urinalysis, blood tests, plasma tests or breath tests, for the drugs specified in the Department of Health and Human Services Mandatory Guidelines for federal Workplace Drug Testing Programs ("HHS Guidelines," per federal regulations in the Federal Register, Volume 53, No. 69, pp. 11979-11989) and any amendments to the HHS Guidelines in effect at the time of the testing. The procedure followed in giving the drug test will be in conformance at a minimum including the collection of the sample, chain of custody, storage of the sample, the type of initial and confirming tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test. Testing shall be applicable:

- i) To be considered for employment.
- ii) Where the Employer has reasonable suspicion that an employee has ingested, possesses or has distributed a prohibited substance.
- iii) Following an accident or incident where the Employer has reasonable suspicion that prohibited substances(s) may be implicated, e.g., where precautions were violated or careless acts were performed.
- iv) Immediately after an employee returns to work after a disciplinary suspension, where the Employer has reasonable suspicion that prohibited substance(s) may be implicated.

All positive initial drugs test will be confirmed using gas chromatography/mass spectrometry techniques at the cutoff values listed in the HHS Guidelines and any amendments to the HHS Guidelines in effect at the time of the testing.

#### 4) Alcohol Testing.

An employee may request a confirmatory test for alcohol, which will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

#### 5) Search.

Employees, while on Employer premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when the Employer has reasonable suspicion that the employee has ingested, possesses, or has distributed a prohibited substance.

#### h) <u>Consequences for Violation of This Policy</u>

Violation of the Employer's Alcohol and Drug Policy may result in severe disciplinary action, up to an including discharge for a first offense. Violation of this policy may also subject employees to arrest and prosecution by law enforcement agencies.

An employee who tests positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with subsection 26.1(e)(1) of this Article), or alcohol will be subject to appropriate discipline in accordance with the provisions of the Labor Agreement. Each case shall be evaluated by management as to the facts and circumstances and resolved accordingly.

Employees whose drug use, alcohol abuse or prescription drug abuse is discovered by the District in some manner other than by the drug test outlined in this Article shall be treated as if he/she had tested positive under this Article.

In appropriate cases, employees who test positive shall be required to participate in the Employee Assistance Program. In such cases, the employee shall be required to complete the rehabilitation program as prescribed by the program director or supervising physician as a condition of continued employment. The terms and conditions of each rehabilitation program shall be clearly set forth in a Conditional Reinstatement Agreement and executed by the employee, the Union, and the District.

In addition to any disciplinary action for drug or alcohol abuse, the Employer may refer an employee to the Employee Assistance Program for assessment, counseling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

In the event that an employee voluntarily places himself/herself into the Employee Assistance Plan and suffers a subsequent relapse, such employee shall ordinarily be given a second and final opportunity to again enroll and complete a rehabilitation program.

#### i) <u>Last Chance Agreement</u>

In the event an employee violates this alcohol and drug policy, the District will respond in a facilitative manner aimed at assisting the employee to successfully rehabilitate. Therefore, absent aggravating circumstances (including, but not limited to, reckless endangerment of the health and/or safety of the employee, other employees or members of the public; or inflicting injury or death on a member of the public or employee of the District), employees shall ordinarily be given a chance to execute a "Last Chance Agreement." However, it is specifically understood that should aggravating circumstances exist which adversely impact the image and/or interests of the District, nothing herein shall be interpreted to bar imposition of appropriate discipline up to and including discharge.

Individuals discharged for violation of the Employer's Alcohol and Drug Policy may be offered the opportunity to enter into a "Last Chance Agreement." The Last Chance Agreement provides that an employee may return to employment under the following conditions:

- 1) The employee acknowledges in writing that he/she has a substance abuse problem.
- 2) If applicable, the employee agrees to and successfully completes a rehabilitation program prescribed under the Employee Assistance Program.
- 3) The employee agrees in writing to submit to random testing or search for at least three years.
- 4) The employee is subject to automatic discharge for any violation of the Last Chance Agreement or this Policy while on the Last Chance Agreement and waives the right to grieve such discharge or to contest the appropriateness of the penalty; provided, however, that the employee may contest the factual existence or contractual relevance (i.e., was the Last Chance Agreement actually violated) of the alleged violation only.
- 5) The Last Chance Agreement shall be signed by the affected employee, his union representative and the Employer.
- 6) The Last Chance Agreement shall be scrupulously obeyed and enforced and narrowly construed to prohibit or require only that conduct specifically indicated. It shall be deemed by all concerned, including a labor arbitrator appointed per the collective bargaining agreement, to be a modification of the master agreement.

#### j) <u>Conditions of Employment</u>

Compliance with the Alcohol and Drug Abuse Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document or submit to any inspection or drug test as provided will be grounds for termination.

All actions taken by the District pursuant to this Article shall be subject to the Grievance Procedure contained in this Labor Agreement.

Each employee and new employee shall be provided a copy of the complete policy, and shall sign a receipt. The policy and receipt shall indicate that:

"Questions regarding this Policy should be directed to the Human Resources Director."

#### RECEIPT

"I acknowledge that I have received a copy of the Saugatuck Township Fire District's Employee Alcohol and Drug Abuse Policy."

#### k) <u>Review of Program</u>

This policy will be reviewed bi-annually to determine its effectiveness, to implement needed changes and to ensure that disciplinary actions are consistently enforced.

#### 1) Effective Date of Policy

The Employer will not apply this policy to bargaining unit employees until it has implemented its Drug and Alcohol Policy for all District employees, including non-union personnel. This does not require that the policies be identical, but it does require substantial similarity.

## ARTICLE 34 WELLNESS

The employer and union will work during the course of this agreement to develop a comprehensive wellness program. This will include both physical and mental health support components. As this program is being built, the first step is providing time and equipment to exercise on duty. Once a location and equipment have been provided, all employees shall exercise for a minimum of thirty (30) minutes and a maximum of ninety (90) minutes during their shift.

#### ARTICLE 35 EVERGREEN CLAUSE

<u>Section 35.1:</u> This agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect pending agreement upon a new contract or 312 arbitration award.

#### ARTICLE 36 SEPARABILITY

<u>Section 36.1</u> Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement.

Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet within thirty (30) days and renegotiate the part or parts so affected.

#### ARTICLE 37 SAVINGS CLAUSE

<u>Section 37.1</u> Savings Clause. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## ARTICLE 38 Waiver

Section 38.1 Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. Further, that this Agreement may be amended only in writing and signed by the appropriate representatives of the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 39 **Duration**

Section 38.1. Duration. This Agreement shall remain in full force and effect from July 1, 2021, to and including June 30, 2024, and thereafter for successive periods of one (1) year unless either party shall, on or before sixty (60) days prior to the expiration date of this Agreement or any annual extended date, serve written notice on the other party of the desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating that portion of the Contract under consideration on the expiration date, unless before that date the subject of amendment proposed by the other party has been disposed of by agreement or by withdrawal of

the party proposing amendment, modification, alteration, negotiation change, or any combination thereof.
In witness whereof, the parties have caused this instrument to be executed this day or, 2021.
SAUGATUCK AREA PROFESSIONAL FIRE FIGHTERS UNION, LOCAL 5291, IAFF
By: Its: President; Michael Betts
By: Its: Secretary/Treasurer; Christopher Mantels
SAUGATUCK TOWNSHIP FIRE DISTRICT
By: Its: Fire Chief; Gregory Janik
By: Its: Fire Board Chairperson; Jane Verplank

APPROVED AS TO FORM –FIRE DISTRICT ATTORNEY, Jeff Sluggett

## Appendix A Wage Scale – Effective July 1, 2021

#### Fire Fighter

Rates	Performance	Start	6 Months	1 Year	2 Years	3 Years
Annual	Acceptable	\$ 42,000.00	\$ 45,000.00	\$ 46,350.00	\$ 47,740.50	\$ 49,172.72
Hourly (24hr)	Acceptable	\$ 18.17	\$ 19.47	\$ 20.05	\$ 20.65	\$ 21.27
Annual	Good	\$ 42,000.00	\$ 45,000.00	\$ 47,250.00	\$ 49,612.50	\$ 52,093.13
Hourly (24hr)	Good	\$ 18.17	\$ 19.47	\$ 20.44	\$ 21.46	\$ 22.54
Annual	Exceptional	\$ 42,000.00	\$ 45,000.00	\$ 48,150.00	\$ 51,520.50	\$ 55,126.94
Hourly (24hr)	Exceptional	\$ 18.17	\$ 19.47	\$ 20.83	\$ 22.29	\$ 23.85

#### **Lieutenant / Apparatus Maintenance**

Rates	Performance	2021	2022	2023	2024
Annual	Acceptable	\$ 49,000.00	\$ 50,470.00	\$ 51,984.10	\$ 53,543.62
Hourly (24hr)	Acceptable	\$ 21.20	\$ 21.83	\$ 22.49	\$ 23.16
Annual	Good	\$ 49,000.00	\$ 51,450.00	\$ 54,022.50	\$ 56,723.63
Hourly (24hr)	Good	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54
Annual	Exceptional	\$ 49,000.00	\$ 52,430.00	\$ 56,100.10	\$ 60,027.11
Hourly (24hr)	Exceptional	\$ 21.20	\$ 22.68	\$ 24.27	\$ 25.97

#### Lieutenant / Fire Clerk

Rates	Performance	2021	2022	2023	2024
Annual	Acceptable	\$ 50,900.00	\$ 52,427.00	\$ 53,999.81	\$ 55,619.80
Hourly (24hr)	Acceptable	\$ 22.02	\$ 22.68	\$ 23.36	\$ 24.06
Annual	Good	\$ 50,900.00	\$ 53,445.00	\$ 56,117.25	\$ 58,923.11
Hourly (24hr)	Good	\$ 22.02	\$ 23.12	\$ 24.28	\$ 25.49
Annual	Exceptional	\$ 50,900.00	\$ 54,463.00	\$ 58,275.41	\$ 62,354.69
Hourly (24hr)	Exceptional	\$ 22.02	\$ 23.56	\$ 25.21	\$ 26.97

#### **Lieutenant / Fire Prevention**

Rates	Performance	2021	2022	2023	2024
Annual	Acceptable	\$ 53,500.00	\$ 55,105.00	\$ 56,758.15	\$ 58,460.89
Hourly (40hr)	Acceptable	\$ 25.72	\$ 26.49	\$ 27.29	\$ 28.11
Annual	Good	\$ 53,500.00	\$ 56,175.00	\$ 58,983.75	\$ 61,932.94
Hourly (40hr)	Good	\$ 25.72	\$ 27.01	\$ 28.36	\$ 29.78
Annual	Exceptional	\$ 53,500.00	\$ 57,245.00	\$ 61,252.15	\$ 65,539.80
Hourly (40hr)	Exceptional	\$ 25.72	\$ 27.52	\$ 29.45	\$ 31.51

#### **Appendix A Wage Scale – Effective July 1, 2021 (Continued)**

#### Captain

Rates	Performance	2021	2022	2023	2024
Annual	Acceptable	\$ 54,500.00	\$ 56,135.00	\$ 57,819.05	\$ 59,553.62
Hourly (24hr)	Acceptable	\$ 23.58	\$ 24.28	\$ 25.01	\$ 25.76
Annual	Good	\$ 54,500.00	\$ 57,225.00	\$ 60,086.25	\$ 63,090.56
Hourly (24hr)	Good	\$ 23.58	\$ 24.76	\$ 25.99	\$ 27.29
Annual	Exceptional	\$ 54,500.00	\$ 58,315.00	\$ 62,397.05	\$ 66,764.84
Hourly (24hr)	Exceptional	\$ 23.58	\$ 25.23	\$ 26.99	\$ 28.88

**Assistant Chief / Training** 

Rates	Performance	2021	2022	2023	2024
Annual	Acceptable	\$ 57,500.00	\$ 59,225.00	\$ 61,001.75	\$ 62,831.80
Hourly (24hr)	Acceptable	\$ 24.87	\$ 25.62	\$ 26.39	\$ 27.18
Annual	Good	\$ 57,500.00	\$ 60,375.00	\$ 63,393.75	\$ 66,563.44
Hourly (24hr)	Good	\$ 24.87	\$ 26.12	\$ 27.42	\$ 28.79
Annual	Exceptional	\$ 57,500.00	\$ 61,525.00	\$ 65,831.75	\$ 70,439.97
Hourly (24hr)	Exceptional	\$ 24.87	\$ 26.62	\$ 28.48	\$ 30.47

#### **Deputy Chief**

Rates	Performance	2021	2022	2023	2024
Annual	Acceptable	\$ 69,500.00	\$ 71,585.00	\$ 73,732.55	\$ 75,944.53
Hourly (40hr)	Acceptable	\$ 33.41	\$ 34.42	\$ 35.45	\$ 36.51
Annual	Good	\$ 69,500.00	\$ 72,975.00	\$ 76,623.75	\$ 80,454.94
Hourly (40hr)	Good	\$ 33.41	\$ 35.08	\$ 36.84	\$ 38.68
Annual	Exceptional	\$ 69,500.00	\$ 74,365.00	\$ 79,570.55	\$ 85,140.49
Hourly (40hr)	Exceptional	\$ 33.41	\$ 35.75	\$ 38.26	\$ 40.93

**Acceptable** is defined as completing the tasks and projects assigned and included with the Job Description **Good** is defined as completing the tasks and projects assigned and included within the Job Description

while showing a positive attitude and initative (i.e. not requiring significant supervision)

**Exceptional** is defined as completing the tasks and projects assigned and included within the Job Description while showing a positive attitude, initative, and demonstratable leadership that results with improvements in operations, morale, and/or completing tasks at a high level of performance.

Annual performance reviews will be completed no later than June 1st of each calendar year.

Change in pay graduations occur on July 1st of each calendar year.

If an employee should fall from "exceptional" to "good" rating, or fall from "good" to "average" the employee's salary would be frozen rather than decreased.

## **Appendix B: Performance Review**

Name:			Date:			
Position:			Dept:			
Type of Evaluation:			Supervisor:			
Following are performance factors that are basic job expectations for every employee:  Customer Focus Is dedicated to meeting the expectations and requirements of internal & external customers. Focused on establishing long term relationships by gaining customer trust and respect. Anticipates the needs of customers & delivers results with passion. Looks for continuous improvement in the delivery of products & services to all customers.						
1- Needs significant improvement	2 - Continued development; learning	3 - Meets requirements		4 - Exceeds expectations	5 - Outstanding	
<b>Technical Expertise</b> Possesses the knowledge and technical skills required to perform job responsibilities. Keeps up to date on industry developments and practices. Works closely with carriers and/or vendors and utilizes them as knowledge resources.						
1- Needs significant improvement	2 - Continued development; learning	3 - Meets requirements		4 - Exceeds expectations	5 - Outstanding	

#### **Appendix B: Performance Review (Continued)**

#### **Teamwork**

Builds positive relationships with other associates. Communicates status of shared projects. Uses internal networks appropriately to achieve goals. Values opinions of all team members. Is willing and able to work for and with others to achieve a common goal. Treats other team members with respect.

with others to deflieve a common goal. Treats other team members with respect.						
1- Needs significant improvement	2 - Continued development; learning	3 - Meets requirements	4 - Exceeds expectations	5 - Outstanding		
Accountability						
	ures for STFD standards.					
and openly. Protects co challenges.	onfidential information. Pro	ovides honest answers a	nd feedback to questions	and		
	2 - Continued			<u> </u>		
1- Needs significant improvement	development;	3 - Meets requirements	4 - Exceeds expectations	5 - Outstanding		
Communication S Ability to use both verb	<b>kills</b> al and written communica	tion skills effectively in bo	oth group and one-on-one	e sessions.		
Utilizes multiple method	ds of delivery to ensure co ording to individual and gr	ommunication is understo	ood (e-mail, PowerPoint, g			
Style appropriately acce		oup ficcus. Listeris and c	Total Incation.	T		
1- Needs significant improvement	2 - Continued development; learning	3 - Meets requirements	4 - Exceeds expectations	5 - Outstanding		

## **Appendix B: Performance Review (Continued)**

Goals and Objective	es (S.M.A.R.T.)				
Goal		How measured	Due date		Results
	Specific, Meas	surable, <b>A</b> chievable,	Results-oriented	, <b>T</b> ime-bound	
<b>5</b>					
Future Objectives	<del></del>				
Targeted are	a	Plan	Due date		Results
<b>Employee Commer</b>	nte				
Limpioyee dominier	113				
Cumanulaan Camma	nata .				
Supervisor Comme	ents				
Overall Rating			T		T
☐ 1- Needs significant	2 - Continued	☐ 3 - Meets		4 - Exceeds	□ 5 Outstanding
improvement	development; learning	requireme	ents 🗆 🗀 🤅	expectations	5 - Outstanding
	learning				
Employee Signature:				Date:	
Employee Signature.				<u></u>	
Supervisor's Signature:				Date:	
				_	
Next Review Date:					
MEAL INEVIEW DAIE.					
		38			

L5291 Final Draft CBA

## **Appendix C Table 2: Benefit Provisions**

05 - Full time Fire: Open Division

	2019 Valuation		2018 Valuation
Benefit Multiplier:	2.25% Multiplier (80% max)		2.25% Multiplier (80% max)
Normal Retirement Age:	60		60
Vesting:	10 years		10 years
Early Retirement (Unreduced):			
Early Retirement (Reduced):	50/25		50/25
	55/15		55/15
Final Average Compensation:	3 years		3 years
<b>Employee Contributions:</b>	0.00%		0.00%
Act 88:	Yes (Adopted 3/8/2010)		Yes (Adopted 3/8/2010)





## **Appendix D Grievance Fact Sheet**

	G	rievance Number	
Aggr	ieved Employee (s)		Badge
Class	ification	Date of hire	Promotion date
Date	of Violation	Date SAPFFU notifie	d
SAPFFU repr	resentative		
Contract Vio	lation (S)		
	ber (S)		
		Step One – Verbal to Super	<u>rvisor</u>
SAPFFU:	Date submitted	Date due(Within 2 shifts	of occurrence)
<b>District</b> :	Response due(Upon having discussion)	Response receiv	ved
Supervisor:			
<u>Issue(s):</u>			
Requested re	<u>lief:</u>		
District respo	onse:		

## **Appendix D Grievance Fact Sheet (Continued)**

#### STEP TWO – WRITTEN TO FIRE CHIEF

<b>SAPFFU:</b> D	ate submitted	Date due
		(Within 8 days of step one answer)
Aggrieved n	nember's signature	_
President's	signature	
Vice Preside	ent's signature	
Secretary's	signature	
<b>District:</b>	Chief response due (Within 5 days of recei	
Fire Chief:		
Response:		
		STEP THREE – APPEAL TO FIRE BOARD
SAPFFU:	Date submitted	Date due
		ithin 5 days of step two)
<b>District:</b>	Meeting due date	
	(Within 5 days of appea	al)
	Fire Board response du (Written response due 5 d	ueDate submitteddays after meeting)
Fire Board	representative:	
Response:		

## **Appendix D Grievance Fact Sheet (Continued)**

#### **Arbitration Request**

Date submitted	Date due (Within 20 days of written response)
The Saugatuck Area Profe	ssional Fire Fighters Union L-5291 is intending to take this grievance to arbitration.
President	
Arbitration date	
Arbitration award due	

#### **Appendix E: Benefits Summary**

# **Benefits summary:**PriorityHSA HMO 1400 - Gold



Beginning on or after 01.01.2020

This document is intended to be an easy-to-read summary to provide a general overview of your benefits. It is not a contract or legal document. Additional limitations and exclusions may apply to covered services. This plan has a specific network of providers, so check the Provider Directory prior to receiving services. Prior authorizations for certain services may apply. A complete description of benefits is contained in the Certificate of Coverage, Schedule or Agreement as applicable.

Member cost-sharing	
Deductible The amount you pay before webegin to pay.	\$1,400 individual/\$2,800 family aggregate
Coinsurance Your share of the costs of a covered health care service.	10% coinsurance for in-network services after deductible is met, except where noted.
Coinsurance maximum The most coinsurance cost share you'll pay for covered services in a contract year. Yourcoinsurance cost share counts toward your out-of-pocket maximum.	N/A
Out-of-pocket maximum The most you'll pay in a contract year for covered services before we begin to pay100% of the costs.	\$3,500 individual/\$7,000 family embedded
Office visits	
Primary care provider (PCP)	10% coinsurance after deductible
Specialists	10% coinsurance after deductible
Urgent care	10% coinsurance after deductible
Virtual visits 24/7 care for non-emergencyconditions	Covered in full after deductible (max charge of \$45 until the deductible has been met)
Allergy testing, serum and injections	10% coinsurance after deductible
Retail health clinic Located in a retail center, like asupermarket or pharmacy and provides care for common illnesses and services (examples: earaches, sore throats, flu shots)	10% coinsurance after deductible
Mental and behavioral health	
Inpatient hospital	10% coinsurance after deductible
Outpatient office visits	10% coinsurance after deductible
Prescription drug coverage	
	Prug list to see a list of covered drugs and pricing information.  \$5 preferred generic copayment / \$20 non-preferred generic copayment, after
Generic	deductible
Brand	\$60 preferred brand copayment / \$80 non-preferred brand copayment, after deductible
Specialty	20% coinsurance up to a maximum copayment of \$250 per fill for preferred and \$450 per fill for non-preferred, after deductible

## **Appendix E: Benefits Summary (Continued)**

Preventive care	
	Covered in full; includes women's preventative health care services, well-child visits, flu shots and
Preventive care, immunizations	routine physical exams. Get the most up-to-date list of all the care that's recommended in our
	Preventative Health Care Guidelines when you login to your online account at priorityhealth.com
Laboratory and X-ray	
Radiology Advanced imaging (CT/	10% coinsurance after deductible
PET/MRI)	10% coinsurance after deductible
Laboratory	10% coinsurance after deductible
Emergency Services	
Emergency room	10% coinsurance after deductible
Emergency transportation/ ambulance services	10% coinsurance after deductible
Hospital care	
Inpatient hospital physician services	10% coinsurance after deductible
Surgery and/or facility fee	10% coinsurance after deductible; exceptions apply
Bariatric surgery	50% coinsurance after deductible; covered once per lifetime
Outpatient Care	
Skilled nursing or critical services	10% coinsurance after deductible; combined maximum 45 visits per member each contract year
Outpatient surgery	10% coinsurance after deductible
In-home and hospice care Rehabilitation services	10% coinsurance after deductible
and devices	
Physical and occupational	
therapy (including chiropractic)	10% coinsurance after deductible; combined maximum 30 visits per member per contract year
Speech therapy	10% coinsurance after deductible; 30 visits per member per contract year
Prosthetic and orthotic	50% coinsurance after deductible
support  Durable medical equipment	5575 SSINGULATION WITCH GOUGHING
(DME)	50% coinsurance after deductible
Family planning and maternity care	
Family planning	50% coinsurance after deductible
Routine prenatal and	Covered in full for evaluation and management; see Preventative Health Care Guidelines for
postpartum care	recommendations and services.
Maternity delivery and nursery care	10% coinsurance after deductible
	Covered in full for physician services and outpatient facility.
Tubal ligation	Note: Hospital inpatient care facility charges are subject to deductible and coinsurance when in connection with delivery or other covered inpatient surgery after deductible
Vasectomy	10% coinsurance after deductible

#### **Appendix E: Benefits Summary (Continued)**

#### **Additional Benefits**

**Cost estimator:** Calculates specific costs for hundreds of procedures, based on where you're at withyour deductible, coinsurance, etc. If a selected procedure is above fair market price, the tool will provide a list of nearby facilities where it's offered at a lower cost.

**Travel assistance:** If you become ill or injured while traveling more than 100 miles from home, AssistAmerica® coverage is included in your plan. Receive help with medical care, coordinatingprescriptions, assistance with lost luggage, and even arrange your travel back home.

**Member perks:** Earn up to 20% cash back when you purchase digital gift cards from hundreds oflocal and national retailers — from Amazon to Zappos. Redeem online or at checkout at the store.



## Appendix F: Reasonable Suspicion Behavior/Incident Documentation

## SAUGATUCK FIRE DEPARTMENT

#### Reasonable Suspicion Behavior / Incident Documentation Form

Employee Name / ID #:	<u>.</u>	Assignment:
Date of Observation:	_ Time	e: Length of Time Observed:
Location of Incident:		
Person completing this form (please check one):  Initial Supervisor Secondary Supervisor Subordinate Employee Union Representative	ist below) ited substance  by regulations, ity regulations, susive language, sence on the job  s, or unresponsiveness tructions ify, i.e.,	
Please explain your observation/s:		
	_	
The behavior I observed was:  Within the 4-hour period before the employee w During the time the employee was performing a serior immediately after the employee performed a sate Immediately following a motor vehicle accident Other, please explain:  Additional comments or details of reasonable suspicion	safety, sensitive function fety, sensitive function (MVA)	ensitive function

## **Appendix F: Reasonable Suspicion Behavior/Incident Documentation (Continued)**

SUPERVISOR SIGNATURES						
		Date:				
Initial Supervisor Signature		Date:				
. •						
		Date:				
Secondary Supervisor Signature						
		Date				
Subordinate Signature		Date:				
•						
		Date:				
Union Representative Signature						
	REF	ERRAL				
			П			
Is there reasonable suspicion? (emplo	byee is impaired)	YES	□ NO			
Employee Referred For:	Alcohol Test	Drug Test	☐ Both: Alcohol and Drug Test			
Employee:	Agreed to Go	Refused to Go	Placed on Paid Leave			
Employee Signed Consent and Release	e Form:	YES	□ NO			
Name/Address of Collection Site:						
Transportation to Site:	Provided by Department	Provided by Employee	Time:			
Were local authorities notified?	☐ YES ☐ NO Name	of authority notified:				
	EMPLOYEE	CICALATUDE				
	CIVIPLOTEE	SIGNATURE				
I understand that I have been referre						
further understand that failure to tal	ke the test/s may result in disciplina	ary action, up to and including to	ermination.			
		D	Pate:			
Employee Signature						



# SAUGATUCK TOWNSHIP FIRE DISTRICT

Item #11B
DISTRICT
ck Township

Proudly serving : Douglas | Saugatuck | Saugatuck Township

3342 Blue Star Highway Saugatuck, MI 49453 269 857-3000 / Fax: 269 857-1228 E-mail: info@saugatuckfire.org

#### Fire District Board - Agenda Item Report

**FROM:** Deputy Chief Chris Mantels

MEETING DATE: May 17<sup>th</sup>, 2021

SUBJECT: Public Hearing for 2021-22 Proposed Fiscal Year Budget

#### **DESCRIPTION:**

The Fire District Fire Administrative Board must hold a public hearing to review the proposed 2021-22 Fiscal Year budget. As in years past, I propose we hold the public hearing during the regularly scheduled Fire Board meeting on June 21<sup>st</sup>, 2021 at 4:00pm.

Based on Allegan County Declaration of the State of Emergency, which is in effect until June 30<sup>th</sup>, 2021, the public hearing will be held via video conference technology.

# SAMPLE MOTION: I \_\_\_\_\_ motion to schedule the 2021-22 Fiscal Year Budget Hearing for June 21<sup>st</sup>, 2021 at 4:00pm via video conference and to authorize Fire District staff to publish the notices of the meeting on behalf of the Fire Board Secretary. I \_\_\_\_\_ 2<sup>nd</sup> the Motion. (Roll Call Vote)



## SAUGATUCK TOWNSHIP FIRE DISTRICT



Proudly serving: Douglas | Saugatuck | Saugatuck Township

3342 Blue Star Highway Saugatuck, MI 49453 269 857-3000 / Fax: 269 857-1228 E-mail: info@saugatuckfire.org

#### Fire District Board - Agenda Item Report

FROM: Chief Greg Janik

MEETING DATE: May 17<sup>th</sup>, 2021

**SUBJECT:** Draft Budget

#### **DESCRIPTION:**

Chief Janik, Finance Director Peter Stanislawski, and Deputy Chief Mantels met and reviewed the financial needs for the Fire District for the upcoming 2021-22 fiscal year. We put together the proposed 2021-22 budget outlined before you.

Prior to sending the proposed budget to the three municipalities, we will have the I.T. Director blend it into the nice presentation packet as we have in years past. That presentation packet will be included in the June Fire Board packet for the public hearing.

SAMPLE MOTION:	
I motion to send the 2021-22 budget proposal to Saug	atuck City, Douglas City,
and Saugatuck Township for their respective approvals. I	2 <sup>nd</sup> the Motion.
(Roll Call Vote)	

		2017-18	2018-19	2019-20	2020-21	2020-21	2021-22
		ACTIVITY	ACTIVITY	ACTIVITY	ACTIVITY	AMENDED	REQUESTED
GL NUMBER	DESCRIPTION				THRU 05/14/21	BUDGET	BUDGET
ESTIMATED REVENUES							
Dept 000							
206-000-401.000	SAUGATUCK CITY	281,675.49	295,851.62	353,019.12	364,779.55	364,779.55	389,000.00
206-000-402.000	SAUGATUCK TOWNSHIP	574,878.96	611,788.67	715,779.24	746,971.40	746,971.40	780,000.00
206-000-403.000	DOUGLAS CITY	290,261.03	307,657.96	360,753.30	380,819.08	380,819.08	404,000.00
206-000-450.000	FIRE SERVICES	5,388.62	4,608.71	3,155.31	5,214.75	5,300.00	1,000.00
206-000-460.000	INSPECTION & PLAN REVIEW FEES	10,160.00	11,782.19	4,688.00	10,575.00	11,000.00	1,000.00
206-000-465.000	COST RECOVERY	11,528.00	22,130.41	11,098.24	7,892.20	7,900.00	1,000.00
206-000-528.000	OTHER FEDERAL GRANTS				90,921.87	90,948.00	
206-000-560.000	GRANTS & DONATIONS	54,187.05	3,484.00	127,447.33	4,882.90	4,882.90	1,000.00
206-000-665.000	INTEREST	1,916.85	6,394.35	7,623.25	316.77	500.00	500.00
206-000-685.000	SALES OF ASSETS	3,700.00	600.00	7,400.00	23,500.00	23,500.00	
206-000-686.000	FUND BALANCE TRANSFER IN						246,750.00
Totals for dept 000 -		1,233,696.00	1,264,297.91	1,590,963.79	1,635,873.52	1,636,600.93	1,824,250.00
TOTAL ESTIMATED REV	/ENUES	1,233,696.00	1,264,297.91	1,590,963.79	1,635,873.52	1,636,600.93	1,824,250.00
APPROPRIATIONS							
Dept 336 - FIRE FUND							
206-336-702.000	BOARD SALARY	2,475.00	2,640.00	3,520.00	3,500.00	4,250.00	5,250.00
206-336-704.000	CHIEF SALARY	70,096.12	72,486.39	81,307.00	72,613.95	84,800.00	86,000.00
206-336-705.000	OFFICER SALARIES	7,466.52	7,845.72	6,259.07	5,272.41	6,450.00	7,500.00
206-336-708.000	CAREER FIREFIGHTER	182,137.60	172,691.42	249,630.77	232,044.67	276,000.00	315,000.00
206-336-709.000	OPERATIONAL WAGES	53,593.11	61,273.82	63,913.39	102,382.58	127,000.00	100,000.00
206-336-709.500	PAID ON CALL STIPEND	·	·	73,601.16	68,708.16	81,000.00	85,000.00
206-336-710.000	FIRE CALLS	54,029.04	55,662.38	48,938.95	37,691.23	48,000.00	60,000.00
206-336-711.000	MEDICAL CALLS	29,258.46	29,601.72	28,476.79	22,731.70	27,000.00	30,000.00
206-336-712.000	TRAINING	24,775.84	21,544.84	27,467.70	34,624.35	43,000.00	40,000.00
206-336-713.000	SPECIAL EVENTS	9,372.00	18,084.30	10,059.96	1,758.96	5,000.00	10,000.00
206-336-720.000	PAYROLL TAXES	33,730.16	36,179.72	49,018.23	47,558.89	55,000.00	57,000.00
206-336-721.000	EMPLOYEE INSURANCE BENEFITS	73,571.28	65,937.37	73,300.05	67,176.71	75,000.00	75,000.00
206-336-722.000	WORKER COMP INSURANCE	28,666.19	33,075.00	32,317.60	49,076.76	49,076.76	53,000.00
206-336-723.000	RETIREMENT	50,240.99	51,257.26	71,514.06	68,498.42	77,000.00	76,000.00
200 330 723.000		15,555.39	17,827.44	22,275.68	13,021.05	22,000.00	22,000.00
	UPERATING SUPPLIES	13.333.33		,	-,	,	=,::::0
206-336-727.000	OPERATING SUPPLIES GAS & OIL			10,829.86	6,640.99	10,000.00	12.000.00
206-336-727.000 206-336-728.000	GAS & OIL	9,982.44	11,218.25	10,829.86 23.005.95	6,640.99 38.500.02	10,000.00 44.000.00	
206-336-727.000 206-336-728.000 206-336-730.000	GAS & OIL PROFESSIONAL SERVICES	9,982.44 23,296.95	11,218.25 37,705.20	23,005.95	38,500.02	44,000.00	30,000.00
206-336-727.000 206-336-728.000 206-336-730.000 206-336-742.000 206-336-745.000	GAS & OIL	9,982.44	11,218.25		•	•	12,000.00 30,000.00 15,000.00 3,000.00

206-336-751.000	PHONES	9,857.74	11,966.47	10,472.72	10,178.69	12,000.00	12,000.00
206-336-752.000	UTILITIES	13,278.23	14,184.08	14,447.45	12,949.48	16,000.00	16,000.00
206-336-760.000	VEHICLE/ EQUIP REP & MAINTENANCE	48,142.53	42,517.17	33,974.15	64,866.90	66,000.00	45,000.00
206-336-761.000	BOAT MAINTENANCE	38,251.13	13,134.88	13,303.51	17,485.12	18,000.00	15,000.00
206-336-762.000	RADIO & PAGER R&R	4,923.37	6,499.00	2,181.69	2,270.46	3,500.00	6,500.00
206-336-763.000	BUILDING REPAIR & MAINTENANCE	13,650.00	16,494.92	19,815.40	20,861.31	22,000.00	25,000.00
206-336-764.000	BUILDING SECURITY	1,224.48	1,647.00	1,780.72	430.00	1,000.00	2,000.00
206-336-767.000	DUES & SUBSCRIPTIONS	395.00	2,388.68	2,667.63	1,771.63	2,500.00	3,500.00
206-336-770.000	OFFICE EXPENSES	6,984.28	5,817.24	9,450.67	6,506.30	7,000.00	10,000.00
206-336-771.000	TECHNOLOGY	9,590.51	9,599.40	12,828.00	14,914.69	18,500.00	18,000.00
206-336-775.000	BUILDING INSPECTIONS	999.71	1,531.71	371.87	67.50	1,000.00	2,500.00
206-336-780.000	UNIFORMS	10,814.50	9,614.28	9,792.50	5,957.72	9,000.00	12,000.00
206-336-781.000	TURN OUT GEAR	8,511.55	24,213.43	24,528.02	13,319.87	17,500.00	30,000.00
206-336-785.000	EDUCATION	15,402.43	17,979.86	13,332.57	15,067.99	15,500.00	18,000.00
206-336-791.000	MEDICAL SUPPLY	4,911.72	10,317.66	17,011.56	11,041.46	13,000.00	12,000.00
206-336-795.000	COMMUNITY RISK REDUCTION	14,499.87	10,159.40	6,490.29	2,075.39	2,500.00	10,000.00
206-336-796.000	PHYSICALS	7,165.18	3,050.00	9,084.37		1,000.00	15,000.00
206-336-815.000	GENERAL INSURANCE	13,762.00	12,008.00	21,881.00	23,592.00	23,600.00	32,000.00
206-336-861.000	TAX CHARGE BACK	655.12	320.20	99.92	725.75	1,000.00	500.00
206-336-975.000	TRUCK PAYMENT	42,062.92	42,062.92	42,062.92	42,022.18	42,022.18	260,000.00
206-336-980.000	SMALL CAPITAL	23,904.56					
206-336-985.000	LONG TERM CAPITAL	158,335.15	188,384.72	307,592.92	215,305.70	230,000.00	87,500.00
206-336-986.000	CAPITAL FUND TRANSFER					12,150.00	100,000.00
Totals for dept 336 -	FIRE FUND	1,130,432.35	1,163,199.14	1,473,698.89	1,372,645.87	1,595,348.94	1,824,250.00
TOTAL APPROPRIATIO	NS	1,130,432.35	1,163,199.14	1,473,698.89	1,372,645.87	1,595,348.94	1,824,250.00