



SAUGATUCK TOWNSHIP FIRE DISTRICT

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=WUlkYtkbjNaV3J3VHN2c1NnLzVOQT09>

Dial by Phone: **(646) 558-8656**

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

FIRE DISTRICT BOARD MEETING

4:00pm – September 20th, 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. **August 16th, 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. **Account Payables (Roll Call Vote)**
 - B. **Financial Report**
9. Fire Chief Comments:
 - A. **Incident Reports / EMS Report / Calls to Date / Overlapping Calls**
 1. **New Data Charting introduction related to alcohol and marijuana incidents.**
 - B. **Cost Recovery Update**
 - C. **Community Risk Reduction**
 1. **State of Michigan experienced 84 fire fatalities in 72 fires year to date for 2021.**
 - D. **Grants**
 1. **FEMA AFG Grant – Health and Wellness program including Annual Physicals, Cancer Screening, and Exercise Equipment Grant – \$38,371.43 awarded.**
 - E. **Certifications and Congratulations**
 1. **Phil Dalton – MFR License**



SAUGATUCK TOWNSHIP FIRE DISTRICT

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10. Unfinished Business:

A. Subpoena / Lawsuit Update.

1. Indemnification Agreement

B. Letter - Old Allegan Rd / Blue Star Hwy – Sent to all parties on 9/7/21

C. Collective Bargaining Agreement between the Saugatuck Township Fire District and the Saugatuck Area Professional Fire Fighters Union, Local 5291, International Association of Fire Fighters – 2nd Reading (Roll Call Vote)

11. New Business:

A. Municipal Employment Retirement System (MERS) Retiree Health Savings Plan Adoption (Roll Call Vote)

B. Municipal Employment Retirement System (MERS) Defined Contribution Plan Modification (Roll Call Vote)

C. Michigan Municipal Risk Management Association (MMRMA) Annual Renewal Review

D. Staffing Discussion

12. Correspondence:

A. Thank you / Job Well Done – Douglas Harbor Condos

B. Thank you – Hardy Family

C. Thank you – City of Saugatuck

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:

NOTICE

Request for accommodations or interpretive services must be made 48 hours prior to this meeting.
Please contact Saugatuck Township Fire District at 269-857-3000 for further information.



SAUGATUCK TOWNSHIP FIRE DISTRICT

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Item #6A



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Zoom Meeting Info

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Password: **981642**

One-Touch Weblink:

<https://us02web.zoom.us/j/86986990760?pwd=WUlkKytjbjNaV3J3VHN2c1NnLzVOQT09>

Dial by Phone: **(646) 558-8656**

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

FIRE DISTRICT BOARD MEETING

4:00pm – August 16th, 2021

AGENDA

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.
ABSENT with Notice: A. Miller
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, 2nd by Phelps to approve the agenda as presented. No discussion.
YAYS: Pullen, Phelps, Aldrich, Beckman, Fox, Verplank
NAYS: None
ABSENT: Miller
Motion passes 6:0.
6. Approval of Minutes:
A. July 19th, 2021 (Roll Call Vote)
Motion by Phelps, 2nd by Beckman to approve the minutes of the 7/19/2021 meeting as presented. No discussion.
YAYS: Phelps, Beckman, Aldrich, Fox, Verplank, Pullen
NAYS: None
ABSENT: Miller
Motion passes 6:0.
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



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8. Request for Payment:

A. Account Payables (*Roll Call Vote*)

Motion by Phelps, 2nd by Fox to pay the invoices in the amount of \$105,347.23. No discussion.

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

NAYS: None

ABSENT: Miller

Motion passes 6:0.

B. Financial Report

i. Financial Report reviewed by P. Stanislawski.

9. Fire Chief Comments:

A. Incident Reports / EMS Report / Calls to Date / Overlapping Calls

1. Incident report statistics year to date were reviewed – 534 incidents year to date.

2. 5:51 – average response time year to date

B. Community Risk Reduction

1. State of Michigan experienced 76 fire fatalities in 67 fires year to date for 2021.

2. Soles4Souls Update

Shoes have been picked up several times. Donations going well thru August 31st.

C. Carbon Monoxide Saves / Mitigation

1. Hidden Dunes Rental – On demand water heater.

2. Lakeshore Drive – Generator twice.

D. Grants

1. COVID PPE Reimbursement Grant – \$1,658.00 received.

E. Certifications and Congratulations

1. Kaleb Demond – EMT/B

2. Sean Marr – EMT/B

3. Jim Meiste – EMT/B

Over 240 hours per person were given to successfully obtaining these certificates. Job well done.

10. Unfinished Business:

A. Subpoena / Lawsuit Update.

Township is working on the special assessment district and public hearings.

B. Draft Letter - Old Allegan Rd / Blue Star Hwy

Motion by Fox, 2nd by Pullen to send the draft letter regarding Old Allegan / Blue Star Hwy intersection to the county after signatures are obtained.

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

NAYS: None

ABSENT: Miller

Motion passes 6:0.

11. New Business:

A. Fireboat 2192

Currently under investigation.



SAUGATUCK TOWNSHIP FIRE DISTRICT

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12. Correspondence:

A. Thank you – Blok Family

We were honored to participate and give John the send off he deserved.

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

15. Adjournment:

A. Motion by Phelps, 2nd by Pullen to adjourn the meeting at 4:36pm. No discussion.

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

NAYS: None

ABSENT: Miller

Motion passes 6:0.

NOTICE

Request for accommodations or interpretive services must be made 48 hours prior to this meeting.

Please contact Saugatuck Township Fire District at 269-857-3000 for further information.

09/17/2021 CHECK REGISTER FOR SAUGATUCK FIRE DISTRICT				
CHECK DATE FROM 08/17/2021 - 09/20/2021				
Check Date	Check	Vendor Name	Description	Amount
Bank MAC MACATAWA BANK				
08/20/2021	DD3644(A)	BERNHARDY, CHRISTOPHER	PAYROLL	1,429.48
08/20/2021	DD3645(A)	BETTS, MICHAEL	PAYROLL	1,114.09
08/20/2021	DD3646(A)	JANIK, GREG	PAYROLL	2,204.59
08/20/2021	DD3647(A)	MANTELS, CHRISTOPHER	PAYROLL	1,867.90
08/20/2021	DD3648(A)	MEYER, KYLE	PAYROLL	1,293.31
08/20/2021	DD3649(A)	MILESIEWICZ, JOHN	PAYROLL	1,328.67
08/20/2021	EFT940(E)	457 MERS	PAYROLL	1,801.96
08/20/2021	EFT941(E)	MISDU	PAYROLL	217.86
08/20/2021	EFT942(E)	IRS	PAYROLL	3,261.91
08/20/2021	EFT943(E)	MERS	PAYROLL	3,637.32
08/20/2021	EFT944(E)	STATE OF MICHIGAN	PAYROLL	2,417.72
08/31/2021	2189(E)	MACATAWA BANK	BANKING FEES	76.14
09/03/2021	DD3650(A)	BERNHARDY, CHRISTOPHER	PAYROLL	1,404.49
09/03/2021	DD3651(A)	BETTS, MICHAEL	PAYROLL	1,089.07
09/03/2021	DD3652(A)	JANIK, GREG	PAYROLL	2,204.58
09/03/2021	DD3653(A)	MANTELS, CHRISTOPHER	PAYROLL	1,842.90
09/03/2021	DD3654(A)	MEYER, KYLE	PAYROLL	1,268.31
09/03/2021	DD3655(A)	MILESIEWICZ, JOHN	PAYROLL	1,303.68
09/03/2021	EFT945(E)	457 MERS	PAYROLL	1,801.96
09/03/2021	EFT946(E)	MISDU	PAYROLL	217.86
09/03/2021	EFT947(E)	IRS	PAYROLL	3,261.93
09/03/2021	20376	WEBER & OLCESE PLC	PAYROLL	386.78
09/03/2021	EFT948(E)	SAUGATUCK AREA PROFESSIONAL LO	PAYROLL	125.00
09/09/2021	DD3656(A)	ALDRICH, STACEY	PAYROLL	43.04
09/09/2021	DD3657(A)	BALES, WENDY	PAYROLL	2,467.35
09/09/2021	DD3658(A)	BECKMAN, ERIC	PAYROLL	43.04
09/09/2021	DD3659(A)	BEEK, HEATHER	PAYROLL	390.65
09/09/2021	DD3660(A)	BERNHARDY, CHRISTOPHER	PAYROLL	359.24
09/09/2021	DD3661(A)	BETTS, MICHAEL	PAYROLL	110.17
09/09/2021	DD3662(A)	BLATT, DAVID	PAYROLL	357.65
09/09/2021	DD3663(A)	BLOK, MICHAEL	PAYROLL	920.74
09/09/2021	DD3664(A)	BRESE, ROBERT	PAYROLL	67.98
09/09/2021	DD3665(A)	BRINK, CHAD	PAYROLL	445.39
09/09/2021	DD3666(A)	DALTON, PHIL	PAYROLL	1,968.73
09/09/2021	DD3667(A)	DEMOND, KALEB	PAYROLL	1,084.53
09/09/2021	DD3668(A)	DORNBUSH, KALEIGH	PAYROLL	410.31
09/09/2021	DD3669(A)	DYKSTRA, TOM	PAYROLL	2,618.91
09/09/2021	DD3670(A)	ESQUIVEL, BRADLEY	PAYROLL	710.41
09/09/2021	DD3671(A)	GARGANO, CHRISTINE	PAYROLL	703.16
09/09/2021	DD3672(A)	GARGANO, MARK	PAYROLL	989.37
09/09/2021	DD3673(A)	GREEN, MICHELLE	PAYROLL	750.32

09/17/2021 CHECK REGISTER FOR SAUGATUCK FIRE DISTRICT				
CHECK DATE FROM 08/17/2021 - 09/20/2021				
Check Date	Check	Vendor Name	Description	Amount
09/09/2021	DD3674(A)	JANIK, GREG	PAYROLL	536.27
09/09/2021	DD3675(A)	KEMPKERS, BRIAN	PAYROLL	177.58
09/09/2021	DD3676(A)	KIRCHERT, ERIK	PAYROLL	748.57
09/09/2021	DD3677(A)	MANTELS, CHRISTOPHER	PAYROLL	592.80
09/09/2021	DD3678(A)	MARR, SEAN	PAYROLL	659.33
09/09/2021	DD3679(A)	MC GOWAN, WILLIAM	PAYROLL	427.20
09/09/2021	DD3680(A)	MEISTE, JAMES	PAYROLL	571.82
09/09/2021	DD3681(A)	MEYER, KYLE	PAYROLL	831.60
09/09/2021	DD3682(A)	MILESKEWICZ, JOHN	PAYROLL	271.93
09/09/2021	DD3683(A)	MOKMA, WAYNE	PAYROLL	616.94
09/09/2021	20377	PHELPS, DONALD	PAYROLL	44.04
09/09/2021	DD3684(A)	PULLEN, TARUE	PAYROLL	44.04
09/09/2021	DD3685(A)	SCHIPPA, TONY	PAYROLL	215.85
09/09/2021	DD3686(A)	SEYMOUR, SCOTT	PAYROLL	765.24
09/09/2021	DD3687(A)	SHERER, MISTY	PAYROLL	813.33
09/09/2021	DD3688(A)	STARRING, LINUS	PAYROLL	691.33
09/09/2021	DD3689(A)	STURM, ELLIOTT	PAYROLL	494.17
09/09/2021	DD3690(A)	STURM, KATHRYN	PAYROLL	1,335.36
09/09/2021	DD3691(A)	TRINKLEIN, KYLE	PAYROLL	307.76
09/09/2021	DD3692(A)	VAN AUKEN, LAUREL	PAYROLL	417.38
09/09/2021	DD3693(A)	VAN OSS, BRENT	PAYROLL	247.06
09/09/2021	DD3694(A)	VERPLANK, JANE	PAYROLL	44.04
09/09/2021	EFT949(E)	457 MERS	PAYROLL	3,067.50
09/09/2021	EFT950(E)	MISDU	PAYROLL	155.36
09/09/2021	EFT951(E)	IRS	PAYROLL	7,032.32
09/09/2021	EFT952(E)	SAUGATUCK AREA PROFESSIONAL LO	PAYROLL	125.00
09/17/2021	DD3695(A)	BERNHARDY, CHRISTOPHER	PAYROLL	1,429.48
09/17/2021	DD3696(A)	BETTS, MICHAEL	PAYROLL	1,114.07
09/17/2021	DD3697(A)	JANIK, GREG	PAYROLL	2,204.58
09/17/2021	DD3698(A)	MANTELS, CHRISTOPHER	PAYROLL	1,867.91
09/17/2021	DD3699(A)	MEYER, KYLE	PAYROLL	1,293.29
09/17/2021	DD3700(A)	MILESKEWICZ, JOHN	PAYROLL	1,328.68
09/17/2021	EFT953(E)	457 MERS	PAYROLL	1,801.96
09/17/2021	EFT954(E)	MISDU	PAYROLL	217.86
09/17/2021	EFT955(E)	IRS	PAYROLL	3,261.97
09/17/2021	EFT956(E)	MERS	PAYROLL	3,637.32
09/17/2021	20378	WEBER & OLCESE PLC	PAYROLL	193.39
09/17/2021	EFT957(E)	STATE OF MICHIGAN	PAYROLL	2,481.80
09/20/2021	20379	IHLE AUTO PARTS	SUPPLIES & REPAIRS	106.21
09/20/2021	20380	MERS	RETIREMENT	96.73
09/20/2021	20381	A-1 MARINE SURVEYING	BOAT SINKING CLAIM	350.00
09/20/2021	20382	VS FLOWERS	TRAINING	100.00
09/20/2021	20383	OVERISEL LUMBER CO	MAINTENANCE	219.93

09/17/2021 CHECK REGISTER FOR SAUGATUCK FIRE DISTRICT				
CHECK DATE FROM 08/17/2021 - 09/20/2021				
Check Date	Check	Vendor Name	Description	Amount
09/20/2021	20384	RANDY'S WEST SHORE BOAT REPAIR	BOAT SINKING CLAIM	821.49
09/20/2021	20385	SOUTHSIDE BODY & FABRICATION IN	2141 MAINTENANCE	2,319.36
09/20/2021	20386	STANDARD	INSURANCE	707.83
09/20/2021	20387	ZORO	OFFICE SUPPLIES	201.44
09/20/2021	2190(E)	ACCIDENT FUND	WORKER COMP INSURANCE	10,432.00
09/20/2021	2191(E)	COMCAST	TELEPHONES & INTERNET	303.29
09/20/2021	2192(E)	CONSUMERS ENERGY	BOAT DOCK	38.52
09/20/2021	2193(E)	CONSUMERS ENERGY	FIRE STATION	726.33
09/20/2021	2194(E)	FIRST BANKCARD	OFFICE EXPENSE	4,419.02
09/20/2021	2195(E)	KAL LAKE SEWER WATER	WATER	229.54
09/20/2021	2196(E)	MENARDS	SUPPLIES	293.61
09/20/2021	2197(E)	MICHIGAN GAS UTILITIES	NATURAL GAS	49.27
09/20/2021	2198(E)	PRIORITY HEALTH	HEALTH INSURANCE	3,507.01
09/20/2021	2199(E)	REPUBLIC SERVICES 240	TRASH & RECYCLING	127.65
09/20/2021	2200(E)	SHELL	GASOLINE & DIESEL	1,280.44
09/20/2021	2201(E)	VERIZON WIRELESS	CELL PHONES & MODEMS	520.26
09/20/2021	2202(A)	ALLEGAN TREASURER	TAX CHARGE BACK	158.33
09/20/2021	2203(A)	ALLIED FIRE SALES & SERVICE LLC	TURNOUT GEAR HELMETS	4,728.24
09/20/2021	2204(A)	CHROUCH COMMUNICATIONS INC	PAGER REPAIRS	1,809.56
09/20/2021	2205(A)	FIRE CATT LLC	HOSE TESTING	5,264.96
09/20/2021	2206(A)	FISHERIES SUPPLY COMPANY	BOATS	883.18
09/20/2021	2207(A)	DEBRA FROSTY	UNIFORMS	120.00
09/20/2021	2208(A)	GROUND MANAGEMENT SOLUTIONS	LAWN MAINTENANCE	126.00
09/20/2021	2209(A)	J & B MEDICAL	MEDICAL SUPPLIES	59.42
09/20/2021	2210(A)	MMRMA	INSURANCE	18,080.50
09/20/2021	2211(A)	LORRIE PASTOOR	CLEANING	100.00
09/20/2021	2212(A)	RAF ELECTRIC INC	CORD DROPS BAY DOORS	5,666.86
09/20/2021	2213(A)	SOUND OFF SIGNAL	LIGHTS	210.85
09/20/2021	2214(A)	SPENCER MANUFACTURING INC	2151 MAINTENANCE	450.51
09/20/2021	2215(A)	LINUS STARRING	DUMP TRAILER RENTAL	100.00
09/20/2021	2216(A)	SUMMIT COMPANIES	FIRE ALARM MONITORING	720.00
09/20/2021	2217(A)	WEST MICHIGAN UNIFORM	SHOP TOWELS	154.50
Total of 116 Checks:				157,547.47
Less 0 Void Checks:				0.00
Total of 116 Disbursements:				157,547.47

Item #8A

Vendor Name	Description	Amount
1. A-1 MARINE SURVEYING	BOAT SINKING CLAIM	350.00
2. ACCIDENT FUND	WORKER COMP INSURANCE	10,432.00
3. ALLEGAN TREASURER	TAX CHARGE BACK	158.33
4. ALLIED FIRE SALES & SERVICE LLC	TURNOUT GEAR HELMETS	4,728.24
5. CHROUCH COMMUNICATIONS INC	PAGER REPAIRS	1,809.56
6. COMCAST	TELEPHONES & INTERNET	303.29
7. CONSUMERS ENERGY	BOAT DOCK	38.52
	FIRE STATION	726.33
	TOTAL	764.85
8. DEBRA FROSTY	UNIFORMS	120.00
9. FIRE CATT LLC	HOSE TESTING	5,264.96
10. FIRST BANKCARD	OFFICE EXPENSE	14.40
	TRAINING, BOAT & MAINTENANCE	3,183.16
	MAINTENANCE, SUPPLIES & TRAINING	1,221.46
	TOTAL	4,419.02
11. FISHERIES SUPPLY COMPANY	BOATS	883.18
12. GROUND MANAGEMENT SOLUTIONS LLC	LAWN MAINTENANCE	126.00
13. HAMILTON FIRE	FIREWORKS COVERAGE	420.00
14. IHLE AUTO PARTS	SUPPLIES & REPAIRS	106.21
15. J & B MEDICAL	MEDICAL SUPPLIES	59.42
16. KAL LAKE SEWER WATER	WATER	229.54
17. LINUS STARRING	DUMP TRAILER RENTAL	100.00
18. LORRIE PASTOOR	CLEANING	100.00
19. MACATAWA BANK	BANKING FEES	76.14
20. MENARDS	SUPPLIES	293.61
21. MERS	RETIREMENT	96.73
22. MICHIGAN GAS UTILITIES	NATURAL GAS	49.27
23. MMRMA	INSURANCE	15,580.50
	INSURANCE	2,500.00
	TOTAL	18,080.50
24. OVERISEL LUMBER CO	MAINTENANCE	219.93
25. PRIORITY HEALTH	HEALTH INSURANCE	3,507.01
26. RAF ELECTRIC INC		

Vendor Name	Description	Amount
	CORD DROPS BAY DOORS	3,975.00
	GENERATOR SWITCH	816.86
	EXTERIOR OUTLETS	875.00
	TOTAL	5,666.86
27. RANDY'S WEST SHORE BOAT REPAIR	BOAT SINKING CLAIM	821.49
28. REPUBLIC SERVICES 240	TRASH & RECYCLING	127.65
29. SHELL	GASOLINE & DIESEL	1,280.44
30. SOUND OFF SIGNAL	LIGHTS	210.85
31. SOUTHSIDE BODY & FABRICATION INC	2171 CUSTOM BOXES	1,235.86
	2141 MAINTENANCE	1,083.50
	TOTAL	2,319.36
32. SPENCER MANUFACTURING INC	2151 MAINTENANCE	450.51
33. STANDARD	INSURANCE	707.83
34. SUMMIT COMPANIES	FIRE ALARM MONITORING	720.00
35. VERIZON WIRELESS	CELL PHONES & MODEMS	520.26
36. VS FLOWERS	TRAINING	100.00
37. WEST MICHIGAN UNIFORM	SHOP TOWELS	154.50
38. ZORO	OFFICE SUPPLIES	201.44
TOTAL - ALL VENDORS		65,978.98
FUND TOTALS:		
Fund 206 - FIRE FUND		65,538.98
Fund 210 - REGIONAL TRAINING CENTER		440.00

User: Peter

DB: Stfd

PERIOD ENDING 09/30/2021

Item #8B

		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
		09/30/2021	MONTH 09/30/2021	BALANCE	% BDGT	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
Fund 206 - FIRE FUND						
Revenues						
Dept 000						
206-000-401.000	SAUGATUCK CITY	389,000.00	0.00	0.00	389,000.00	0.00
206-000-402.000	SAUGATUCK TOWNSHIP	780,000.00	0.00	0.00	780,000.00	0.00
206-000-403.000	DOUGLAS CITY	404,000.00	0.00	0.00	404,000.00	0.00
206-000-450.000	FIRE SERVICES	1,000.00	406.02	70.00	593.98	40.60
206-000-460.000	INSPECTION & PLAN REVIEW FEES	1,000.00	3,125.00	850.00	(2,125.00)	312.50
206-000-465.000	COST RECOVERY	1,000.00	2,732.40	1,574.61	(1,732.40)	273.24
206-000-528.000	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
206-000-560.000	GRANTS & DONATIONS	1,000.00	4,620.46	350.00	(3,620.46)	462.05
206-000-665.000	INTEREST	500.00	0.00	0.00	500.00	0.00
206-000-685.000	SALES OF ASSETS	0.00	200.00	0.00	(200.00)	100.00
206-000-686.000	FUND BALANCE TRANSFER IN	246,750.00	0.00	0.00	246,750.00	0.00
Total Dept 000		1,824,250.00	11,083.88	2,844.61	1,813,166.12	0.61
TOTAL REVENUES		1,824,250.00	11,083.88	2,844.61	1,813,166.12	0.61
Expenditures						
Dept 336 - FIRE FUND						
206-336-702.000	BOARD SALARY	5,250.00	550.00	250.00	4,700.00	10.48
206-336-704.000	CHIEF SALARY	86,000.00	16,289.83	6,338.46	69,710.17	18.94
206-336-705.000	OFFICER SALARIES	7,500.00	1,013.66	431.73	6,486.34	13.52
206-336-708.000	CAREER FIREFIGHTER	315,000.00	52,749.48	20,525.10	262,250.52	16.75
206-336-709.000	OPERATIONAL WAGES	100,000.00	22,212.53	11,510.70	77,787.47	22.21
206-336-709.500	PAID ON CALL STIPEND	85,000.00	14,442.91	6,838.99	70,557.09	16.99
206-336-710.000	FIRE CALLS	60,000.00	10,195.17	6,342.90	49,804.83	16.99
206-336-711.000	MEDICAL CALLS	30,000.00	8,276.76	5,097.53	21,723.24	27.59
206-336-712.000	TRAINING	40,000.00	3,827.18	1,574.11	36,172.82	9.57
206-336-713.000	SPECIAL EVENTS	10,000.00	3,179.10	736.15	6,820.90	31.79
206-336-720.000	PAYROLL TAXES	57,000.00	10,229.35	4,584.30	46,770.65	17.95
206-336-721.000	EMPLOYEE INSURANCE BENEFITS	75,000.00	21,066.52	4,914.84	53,933.48	28.09
206-336-722.000	WORKER COMP INSURANCE	53,000.00	26,699.00	10,432.00	26,301.00	50.38
206-336-723.000	RETIREMENT	76,000.00	16,092.09	6,767.05	59,907.91	21.17
206-336-727.000	OPERATING SUPPLIES	22,000.00	5,414.28	732.62	16,585.72	24.61
206-336-728.000	GAS & OIL	12,000.00	2,112.48	1,280.44	9,887.52	17.60
206-336-730.000	PROFESSIONAL SERVICES	30,000.00	1,152.00	100.00	28,848.00	3.84
206-336-742.000	TESTING, REPAIR & REPLACEMENT	15,000.00	5,693.14	4,824.96	9,306.86	37.95
206-336-745.000	STATION TOOLS	3,000.00	29.99	0.00	2,970.01	1.00
206-336-746.000	FIRE FIGHTER TOOLS	10,000.00	594.69	504.72	9,405.31	5.95
206-336-751.000	PHONES	12,000.00	2,711.48	863.55	9,288.52	22.60
206-336-752.000	UTILITIES	16,000.00	2,248.40	1,250.31	13,751.60	14.05
206-336-760.000	VEHICLE/ EQUIP REP & MAINTENANCE	45,000.00	4,847.66	2,358.39	40,152.34	10.77
206-336-761.000	BOAT MAINTENANCE	15,000.00	7,009.82	2,434.20	7,990.18	46.73
206-336-762.000	RADIO & PAGER R&R	6,500.00	1,809.56	1,809.56	4,690.44	27.84
206-336-763.000	BUILDING REPAIR & MAINTENANCE	25,000.00	10,446.44	8,019.76	14,553.56	41.79
206-336-764.000	BUILDING SECURITY	2,000.00	61.21	52.98	1,938.79	3.06
206-336-767.000	DUES & SUBSCRIPTIONS	3,500.00	335.00	35.00	3,165.00	9.57
206-336-770.000	OFFICE EXPENSES	10,000.00	1,134.10	215.84	8,865.90	11.34
206-336-771.000	TECHNOLOGY	18,000.00	8,967.55	0.00	9,032.45	49.82
206-336-775.000	BUILDING INSPECTIONS	2,500.00	0.00	0.00	2,500.00	0.00
206-336-780.000	UNIFORMS	12,000.00	2,102.48	205.23	9,897.52	17.52
206-336-781.000	TURN OUT GEAR	30,000.00	5,059.20	5,059.20	24,940.80	16.86
206-336-785.000	EDUCATION	18,000.00	1,238.50	950.00	16,761.50	6.88
206-336-791.000	MEDICAL SUPPLY	25,000.00	856.16	85.10	11,143.84	7.13

Page 11 of 101

User: Peter

DB: Stfd

PERIOD ENDING 09/30/2021

		2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	09/30/2021	MONTH 09/30/2021	BALANCE		USED
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)		
Fund 206 - FIRE FUND							
Expenditures							
206-336-795.000	COMMUNITY RISK REDUCTION	10,000.00	0.00	0.00	10,000.00		0.00
206-336-796.000	PHYSICALS	15,000.00	0.00	0.00	15,000.00		0.00
206-336-815.000	GENERAL INSURANCE	32,000.00	18,080.50	18,080.50	13,919.50		56.50
206-336-861.000	TAX CHARGE BACK	500.00	158.33	158.33	341.67		31.67
206-336-975.000	TRUCK PAYMENT	260,000.00	0.00	0.00	260,000.00		0.00
206-336-980.000	SMALL CAPITAL	0.00	0.00	0.00	0.00		0.00
206-336-985.000	LONG TERM CAPITAL	87,500.00	3,007.35	1,235.86	84,492.65		3.44
206-336-986.000	CAPITAL FUND TRANSFER	100,000.00	0.00	0.00	100,000.00		0.00
Total Dept 336 - FIRE FUND		1,824,250.00	291,893.90	136,600.41	1,532,356.10		16.00
TOTAL EXPENDITURES		1,824,250.00	291,893.90	136,600.41	1,532,356.10		16.00
Fund 206 - FIRE FUND:							
TOTAL REVENUES		1,824,250.00	11,083.88	2,844.61	1,813,166.12		0.61
TOTAL EXPENDITURES		1,824,250.00	291,893.90	136,600.41	1,532,356.10		16.00
NET OF REVENUES & EXPENDITURES		0.00	(280,810.02)	(133,755.80)	280,810.02		100.00



Grants Received 2014-2021

Item #9D



Year	Grantor/Donor	Purpose	Grant \$	Donation \$
2014	Michigan Municipal Risk Management Agency	Overhead door reversing sensors	\$ 1,490	
	Michigan Gas & Utilities		\$ 1,000	
		2014 Total	\$ 2,490	\$ -
2015	Michigan Municipal Risk Management Agency	Digital cameras and security	\$ 2,982	
	Home Sprinkler Coalition	Promote residential sprinklers	\$ 1,000	
		2015 Total	\$ 3,982	\$ -
2016	Michigan Municipal Risk Management Agency	Fire Inspector class	\$ 562	
	Michigan Municipal Risk Management Agency	NFPA Examiner and Inspector II Class	\$ 1,950	
	Michigan Municipal Risk Management Agency	Back station fire alarm	\$ 1,695	
	Michigan Municipal Risk Management Agency	Thermal imaging cameras	\$ 2,500	
	Michigan Municipal Risk Management Agency	Back-up cameras for fire apparatus	\$ 1,079	
	Federal Emergency Management Agency	SCBA replacement	\$ 137,620	
		2016 Total	\$ 145,406	\$ -
2017	Federal Emergency Management Agency	Smoke detectors and CO alarms	\$ 21,143	
	Federal Emergency Management Agency	Large diameter hose	\$ 42,000	
	Michigan Municipal Risk Management Agency	CCTV & Security Card Access System	\$ 5,878	
	AAA	Battery Operated Extrication Tools	\$ 9,051	
	Saugatuck Douglas Foundation	Live Fire Training Facility		\$ 4,000
	Mermaid Restaurant	Live Fire Training Facility		\$ 4,000
	What Not Inn	Live Fire Training Facility		\$ 6,000
	Fae Whitman Foundation	Live Fire Training Facility		\$ 4,025
		2017 Total	\$ 78,072	\$ 18,025



Grants Received 2014-2021



Year	Grantor/Donor	Purpose	Grant \$	Donation \$
2018	Allegan County Community Foundation	Live Fire Training Facility	\$ 10,000	
	Michigan Fire Fighter Training Council	Instructor 1 Course	\$ 3,600	
	The Padnos Family	Live Fire Training Facility		\$ 10,000
	Jeff Padnos	Live Fire Training Facility		\$ 7,010
2018 Total			\$ 13,600	\$ 17,010
2019	Michigan Fire Fighter Training Council	Agricultural Machine Rescue Course	\$ 1,760	
	Michigan Fire Fighter Training Council	Pump Operator and Tanker Shuttle Courses	\$ 2,640	
	Michigan Fire Fighter Training Council	Forcible Entry Training Props	\$ 14,085	
	Michigan Municipal Risk Management Agency	Arrowboard for 2141	\$ 3,205	
	Michigan Municipal Risk Management Agency	Fence for LFTF Lot	\$ 3,150	
	Federal Emergency Management Agency	Radios and Headsets	\$ 123,558	
	SA. Mormon	Live Fire Training Facility		\$ 1,890
	Hamilton Concrete	Live Fire Training Facility		\$ 1,500
2019 Total			\$ 148,398	\$ 3,390



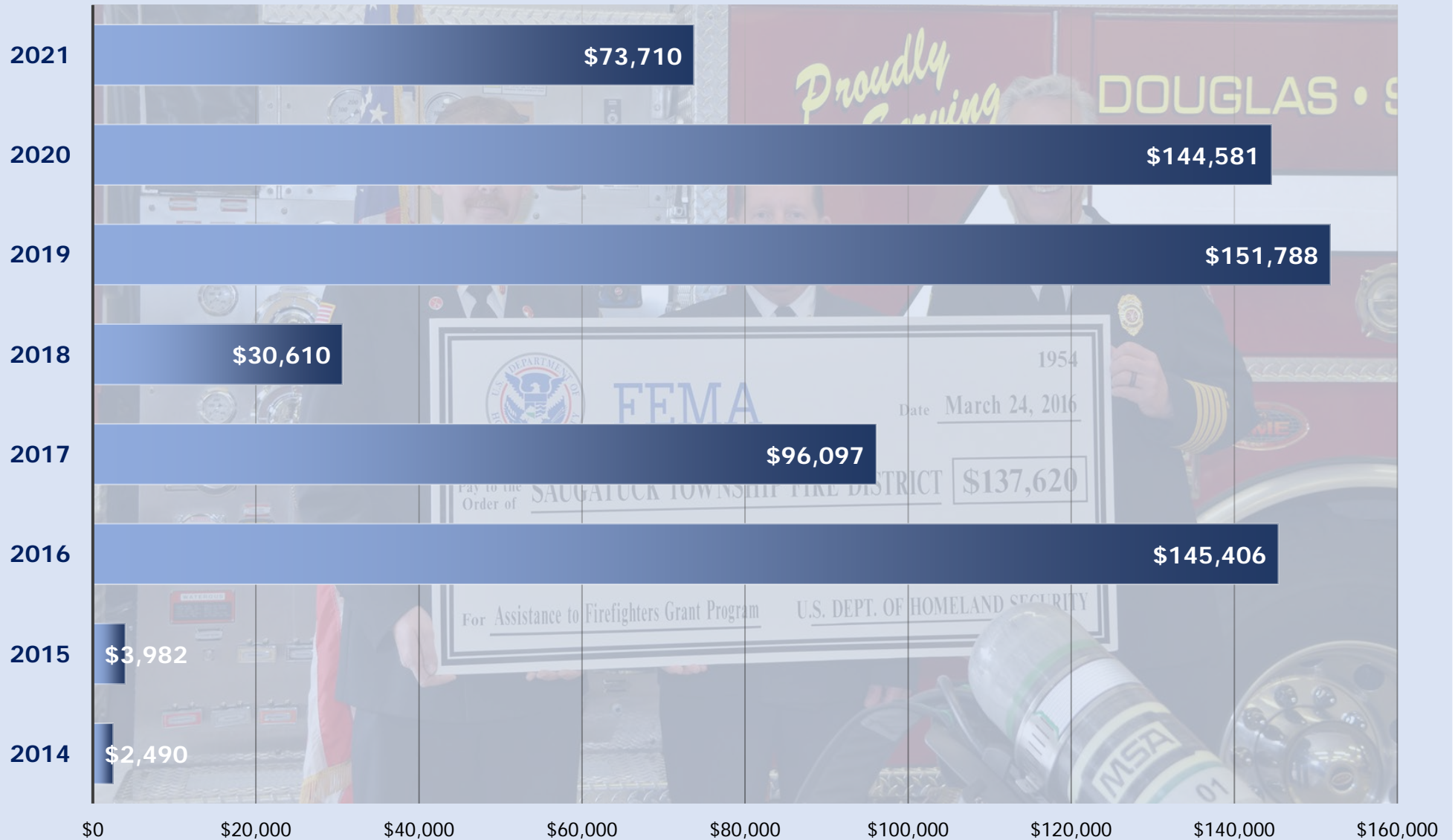
Grants Received 2014-2021



Year	Grantor/Donor	Purpose	Grant \$	Donation \$
2020	Michigan Municipal Risk Management Agency	Chevron for apparatus	\$ 1,655	
	Michigan Municipal Risk Management Agency	Fire Inspector Class	\$ 3,563	
	Entergy	Fence for LFTF lot	\$ 6,301	
	Federal Emergency Management Agency	PPE extractor and dryer	\$ 26,190	
	Federal Emergency Management Agency	PPE reimbursement	\$ 4,974	
	Home Sprinkler Coalition	Sprinkler...	\$ 500	
	Michigan Fire Fighter Training Council	LFTF plating	\$ 10,000	
	Michigan Fire Fighter Training Council	Excelsior bales	\$ 5,450	
	Michigan Department of Treasury	FRHPPP - First Responder Hazard Pay	\$ 27,000	
	Michigan Department of Treasury	Public Safety Public Payroll Reimbursement (PSPHPR)	\$ 58,948	
			2020 Total \$ 144,581	\$ -
2021	MMRMA CAP – Inspector 1 Class		\$ 3,525	
	MMRMA RAP Chevron		\$ 1,610	
	MMRMA CAP – Inspector 2 & Plans Examiner Classes		\$ 1,013	
	FEMA Covid-19 PPE		\$ 10,426	
	Michigan Department of Treasury	Public Safety Public Payroll Reimbursement (PSPHPR)	\$ 18,395	
	FEMA AFG Grant	Health and Wellness Program and Workout Equipment	\$ 38,741	
			2021 Total \$ 73,710	\$ -
			Grand Total \$ 610,239	\$ 38,425



Grants and Donations 2014-2021





MFFTC Grants Received 2018-2021



Year	Grantor	Purpose	Amount
2018	Michigan Fire Fighter Training Council	Instructor 1 Course	\$ 3,600
2018 Total			\$ 3,600
2019	Michigan Fire Fighter Training Council	Agricultural Machine Rescue Course	\$ 1,760
	Michigan Fire Fighter Training Council	Pump Operator and Tanker Shuttle Courses	\$ 2,640
	Michigan Fire Fighter Training Council	Forcible Entry Training Props	\$ 14,085
2019 Total			\$ 18,485
2020	Michigan Fire Fighter Training Council	LFTF plating	\$ 10,000
	Michigan Fire Fighter Training Council	Excelsior bales	\$ 5,450
2020 Total			\$ 15,450
Grand Total			\$ 37,535



SAUGATUCK TOWNSHIP FIRE DISTRICT

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Item #10B



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

August 27th, 2021

By Email Delivery:

Allegan County Road Commission
Dean Kapenga – County Commissioner, District 1
Rich LaBombard – Douglas City Manager
Cindy Osman – Saugatuck Township Supervisor
Ryan Heise – Saugatuck City Manager

Re: Old Allegan Road and Blue Star Highway Intersection

Ladies and Gentlemen:

The Saugatuck Township Fire District's primary mission is "community risk-reduction." In that spirit, we wanted to ask for your continued attention to a road-safety issue in the Township, specifically the intersection of Blue Star Highway (BSH) and Old Allegan Road just east of the City of Saugatuck.

Michigan State Police records show this to be the most accident-prone intersection in the Township. We believe this is the case due to the inherent design of the intersection, specifically:

- Northbound BSH traffic rounds a bend just south of the intersection and may appear suddenly (to waiting Old Allegan traffic).
- Northbound BSH traffic is accelerating from 35 to 50mph as it approaches the intersection.
- Southbound BSH traffic is also rounding a slight bend to the right as it approaches the intersection.
- Old Allegan Road's grade level is significantly lower than the highway's such that drivers may not be able to see over the highway's crown to observe turn signals of opposing stopped Old Allegan traffic.
- Particularly during the summer months (as well as during times when I-196 traffic is re-routed onto BSH) traffic stopped on Old Allegan may face long waits, and become impatient and tempted to make an ill-advised decision to cross BSH.



SAUGATUCK TOWNSHIP FIRE DISTRICT

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The advisability of adding a traffic-control light at this intersection has long been discussed in the Township. In addition to the four recent property-damage accidents at the intersection, the fact that Saugatuck High School students from the east must cross the intersection twice a day adds urgency.

A device would also have the salutary effects of both slowing southbound BSH traffic entering the 35-mph zone, as well as creating regular gaps in southbound BSH traffic ahead of the Lake Street intersection allowing northbound BSH traffic more opportunities to make left-hand turns into Saugatuck.

It is our hope that your continued attention to safety engineering at this intersection will soon see the change needed to reduce the risk.

Sincerely,

Greg Janik – Fire Chief

Jane Verplank – Fire Board Chairperson

Eric Beckman – Fire Board Vice-Chairperson

Dan Fox – Fire Board Secretary

Scott Phelps – Fire Board Vice-Secretary

Aaron Miller – Fire Board Member

Stacey Aldrich – Fire Board Member

Tarue Pullen – Fire Board Member



SAUGATUCK TOWNSHIP FIRE DISTRICT

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Item #10C



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: September 20th, 2021

SUBJECT: Collective Bargaining Agreement

DESCRIPTION:

At the May 17th, 2021 Fire Board meeting the board unanimously approved sending the draft Collective Bargaining Agreement between the Saugatuck Township Fire District, and the Saugatuck Area Professional Fire Fighters Union, Local 5291 to Fire District Legal Counsel Jeff Sluggett for review.

Over the past few months, Mr. Sluggett reviewed and offered a few minor changes to wording regarding Fair Labor Standards Act, and overtime. Those changes were reviewed by the attorney for Local 5291 and have been approved as well. Mr. Jeff Sluggett now supports the adoption of the draft CBA before you as to form. (Please see enclosed letter from Mr. Sluggett).

Today, I am proud to present the final draft collective bargaining agreement for the Saugatuck Township Fire District and the Saugatuck Area Professional Fire Fighters Union, Local 5291. I would recommend to the Fire Board, that the final draft document be adopted as presented. The CBA document before you was unanimously adopted by the members of Local 5291 at their meeting earlier in September.

SAMPLE MOTION:

I _____ motion to adopt the Collective Bargaining Agreement (dated 9/20/2021) as presented, that will become effective immediately, between the Saugatuck Township Fire District and Saugatuck Area Professional Fire Fighters Union, Local 5291 of the International Association of Fire Fighters, AFL-CIO and to authorize the Fire Chief and Fire Board Chairperson to execute the agreement.
I _____ 2nd the Motion. (Roll Call Vote)

Jeffrey V.H. Sluggett
Direct Dial (616) 965-9341
Direct Fax (616) 965-9351
jeff@bloomsluggett.com

September 15, 2021

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

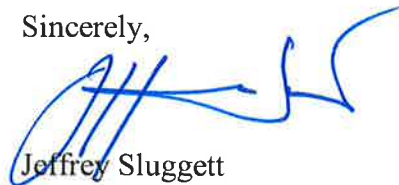
Re: Proposed Collective Bargaining Agreement with Saugatuck Area Professional Fire Fighters Union, Local 5291, IAFF

Dear Board Members:

We have reviewed the form of the proposed collective bargaining agreement between the Saugatuck Township Fire District and the Saugatuck Area Professional Fire Fighters Union, Local 5291 and hereby affirm our approval of the form of the proposed collective bargaining agreement. Beyond this we have also been asked to advise on specific issues related to the Fair Labor Standards Act and the overtime provisions and have approved those as well.

Thank you for your attention to his matter and please advise if you have any further questions.

Sincerely,



Jeffrey Sluggett

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

Section 1.1. Recognition Clause. 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.

Section 2.2. Rules. 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

Section 3.1: 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

Section 4.1: No employee shall be discharged or disciplined without just cause.

Section 4.2: 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.

Section 4.3: 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.

Section 4.4: 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.

Section 4.5: 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

Section 5.1. Payroll Deduction of Dues. 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

Section 6.1: 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

Section 7.1. Union Business. 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.

Section 7.2. Discussion of Union Business. 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.

Section 7.3. 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.

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

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

Section 7.6. 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.

Section 7.7. 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

Section 8.1. No Discrimination. 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.

Section 8.2. Humanitarian Clause. 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

Section 9.1. Seniority. 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.

Section 9.2. Definitions. 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.

Section 9.4. Loss of Seniority. 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

Section 10.1. Definition. 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.

Section 10.4. Notice of Layoff. 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.

Section 10.6. Recall from Layoff. 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.

Section 10.7. Restoration to Positions from Which Demoted. 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.

Section 10.8. Payment of Wages 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

Section 11.1. Purpose. 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.

Section 11.2. Definition. 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.

Section 11.3. Steps. 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.

Section 11.5. Grievance Form. 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.

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

Section 11.7. Lost Time. 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.

Section 11.9. Arbitrator's Powers. 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

Section 12.1. General Emergency Leave. 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

Section 13.1. Military Leave. 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

Section 15.1 Paid Time Off (PTO) 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.

Section 15.3 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.

Section 15.4 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.

Section 15.5 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.

Section 15.6 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.

Section 15.7 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	
	Total PTO	Bi-Weekly Accrual Rate	Maximum 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	
	Total PTO	Bi-Weekly Accrual Rate	Maximum 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

Section 15.8 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 above Maximum PTO Accrual amounts.

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. This may be paid out in cash or deposited into the employees retirement account at their discretion. Accrued PTO that exceeds the maximum PTO accrual amount must be used prior to January 1st or it will be forfeited.

Benefit on Termination, Resignation, or Retirement. Employees who leave the employment 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.

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

Section 16.3 All time provided shall not be charged to any accrued leave banks.

Section 16.4 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

Section 17.1 Workers' Compensation Leave. 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.

Section 17.3 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.

First Twenty-Six Weeks of Absence. 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.

Vacation and Sick Leave Accrual. 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.

Insurance Payments. 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.

Seniority. 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

Section 18.1. Family and Medical Leave Act. 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.

Section 19.3. Dental & Vision Reimbursement. 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.

Section 19.4. Other Insurance Benefits. 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.

Section 19.5 Liability Insurance. 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

Section 21.1. Holidays. 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.

Section 21.4. Absence from Holiday. 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.

Section 21.5. Holiday and Vacation. 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.

Section 21.6. Holiday and Sick Leave. 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.

Section 21.7. Non-Shift Personnel. 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.

Section 21.8. No Holiday Pay. 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.

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

ARTICLE 22

Shift Exchange

Section 22.1. Shift Exchange. 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. The Department shall exclude the hours worked by the substituting employee from the calculation of hours for the purposes of overtime compensation.

ARTICLE 23

Clothing Allowance

Section 23.1. Clothing Allowance. 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.

Section 23.2. Personal Property. 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

Section 24.1. Amendment of Agreement. 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.

Section 24.2. Captions. 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.

Section 25.2. Employee Support. 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:

- Collaboration 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
- Communication is the key

Section 25.3. 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.

- Fire Inspector 1 - \$1,500.00 annual increase
- Fire Inspector 2 - \$1,500.00 annual increase
- Fire Instructor 1 - \$1,500.00 annual increase
- Fire Instructor 2 - \$1,500.00 annual increase
- IFSFI Live Fire Instructor - \$1,500.00 annual increase
- Fire Plans Examiner - \$1,500.00 annual increase
- Other qualified certifications as determined by the Fire Chief - \$1,500.00

ARTICLE 26

Longevity Pay

Section 26.1 Longevity Schedule Employees will be granted longevity benefits in addition to established salary as outlined in Appendix G – Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid) form.

ARTICLE 27

Cell Phone Allowance

Section 27.1. Cell Phone Allowance. 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

Section 28.1. Forty-Hour Personnel and Wage Rates. 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

Section 29.1. Work Week. 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.

Section 29.2. Shift Assignment. 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

Section 30.1. Overtime. 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. 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

Section 31.1. 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

Section 32.1. Tuition Reimbursement Program. 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.

7) 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) Statement of Principle and Purpose

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) Drug-Free Awareness Program

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) Implementation and Enforcement of Policy

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) Consequences for Violation of This Policy

Violation of the Employer's Alcohol and Drug Policy may result in severe disciplinary action, up to and 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) Last Chance Agreement

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) Conditions of Employment

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) Review of Program

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

l) 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

Section 35.1: 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

Section 36.1 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

Section 37.1 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 39.1. 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 20th day of September, 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 initiative (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, initiative, and demonstrable 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.

<input type="checkbox"/> 1 - Needs significant improvement	<input type="checkbox"/> 2 - Continued development; learning	<input type="checkbox"/> 3 - Meets requirements	<input type="checkbox"/> 4 - Exceeds expectations	<input type="checkbox"/> 5 - Outstanding

Technical Expertise

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.

<input type="checkbox"/> 1 - Needs significant improvement	<input type="checkbox"/> 2 - Continued development; learning	<input type="checkbox"/> 3 - Meets requirements	<input type="checkbox"/> 4 - Exceeds expectations	<input type="checkbox"/> 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.

<input type="checkbox"/> 1 - Needs significant improvement	<input type="checkbox"/> 2 - Continued development; learning	<input type="checkbox"/> 3 - Meets requirements	<input type="checkbox"/> 4 - Exceeds expectations	<input type="checkbox"/> 5 - Outstanding

Accountability

Follows proper procedures for STFD standards. Manages potentially compromising situations effectively, fairly and openly. Protects confidential information. Provides honest answers and feedback to questions and challenges.

<input type="checkbox"/> 1 - Needs significant improvement	<input type="checkbox"/> 2 - Continued development; learning	<input type="checkbox"/> 3 - Meets requirements	<input type="checkbox"/> 4 - Exceeds expectations	<input type="checkbox"/> 5 - Outstanding

Communication Skills

Ability to use both verbal and written communication skills effectively in both group and one-on-one sessions. Utilizes multiple methods of delivery to ensure communication is understood (e-mail, PowerPoint, graphs). Alters style appropriately according to individual and group needs. Listens and seeks clarification.

<input type="checkbox"/> 1 - Needs significant improvement	<input type="checkbox"/> 2 - Continued development; learning	<input type="checkbox"/> 3 - Meets requirements	<input type="checkbox"/> 4 - Exceeds expectations	<input type="checkbox"/> 5 - Outstanding

Appendix B: Performance Review (Continued)

Goals and Objectives (S.M.A.R.T.)

Goal	How measured	Due date	Results

Specific, **M**easurable, **A**chievable, **R**esults-oriented, **T**ime-bound

Future Objectives

Targeted area	Plan	Due date	Results

Employee Comments

Supervisor Comments

Overall Rating

<input type="checkbox"/> 1- Needs significant improvement	<input type="checkbox"/> 2 - Continued development; learning	<input type="checkbox"/> 3 - Meets requirements	<input type="checkbox"/> 4 - Exceeds expectations	<input type="checkbox"/> 5 - Outstanding
---	--	---	---	--

Employee Signature: _____

Date: _____

Supervisor's Signature: _____

Date: _____

Next Review Date: _____

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 55/15	50/25 55/15
Final Average Compensation:	3 years	3 years
Employee Contributions:	0.00%	0.00%
Act 88:	Yes (Adopted 3/8/2010)	Yes (Adopted 3/8/2010)

Appendix D Grievance Fact Sheet

Grievance Number _____

Aggrieved Employee (s) _____ Badge _____

Classification _____ Date of hire _____ Promotion date _____

Date of Violation _____ Date SAPFFU notified _____

SAPFFU representative _____

Contract Violation (S) _____

Section Number (S) _____

Witness (es) _____

Step One – Verbal to Supervisor

SAPFFU: Date submitted _____ Date due _____
(Within 2 shifts of occurrence)

District: Response due _____ Response received _____
(Upon having discussion)

Supervisor: _____

Issue(s):

Requested relief:

District response:

Appendix D Grievance Fact Sheet (Continued)

STEP TWO – WRITTEN TO FIRE CHIEF

SAPFFU: Date submitted _____ Date due _____
(Within 8 days of step one answer)

Aggrieved member's signature

President's signature

Vice President's signature

Secretary's signature

District: Chief response due _____ Response received _____
(Within 5 days of receiving appeal)

Fire Chief: _____

Response:

STEP THREE – APPEAL TO FIRE BOARD

SAPFFU: Date submitted _____ Date due _____
(Within 5 days of step two)

District: Meeting due date _____ Meeting date _____
(Within 5 days of appeal)

Fire Board response due _____ Date submitted _____
(Written response due 5 days 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 Professional 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



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 <i>The amount you pay before we begin to pay.</i>	\$1,400 individual/\$2,800 family aggregate
Coinsurance <i>Your share of the costs of a covered health care service.</i>	10% coinsurance for in-network services after deductible is met, except where noted.
Coinsurance maximum <i>The most coinsurance cost share you'll pay for covered services in a contract year. Your coinsurance cost share counts toward your out-of-pocket maximum.</i>	N/A
Out-of-pocket maximum <i>The most you'll pay in a contract year for covered services before we begin to pay 100% of the costs.</i>	\$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 <i>24/7 care for non-emergency conditions</i>	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 <i>Located in a retail center, like a supermarket or pharmacy and provides care for common illnesses and services (examples: earaches, sore throats, flu shots)</i>	10% coinsurance after deductible
Mental and behavioral health	
Inpatient hospital	10% coinsurance after deductible
Outpatient office visits	10% coinsurance after deductible
Prescription drug coverage	
Visit priorityhealth.com and search Approved Drug list to see a list of covered drugs and pricing information.	
Generic	\$5 preferred generic copayment / \$20 non-preferred generic copayment, after 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	
Preventive care, immunizations	Covered in full; includes women's preventative health care services, well-child visits, flu shots and 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	10% coinsurance after deductible
Advanced imaging (CT/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	10% coinsurance after deductible
Rehabilitation services 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 support	50% coinsurance after deductible
Durable medical equipment (DME)	50% coinsurance after deductible
Family planning and maternity care	
Family planning	50% coinsurance after deductible
Routine prenatal and postpartum care	Covered in full for evaluation and management; see Preventative Health Care Guidelines for recommendations and services.
Maternity delivery and nursery care	10% coinsurance after deductible
Tubal ligation	Covered in full for physician services and outpatient facility. 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 with your 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, coordinating prescriptions, 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 of local 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 #: _____

Assignment: _____

Date of Observation: _____

Time: _____

Length of Time Observed: _____

Location of Incident: _____

Person completing this form (please check one):

- ☐ Initial Supervisor Name: _____
- ☐ Secondary Supervisor Name: _____
- ☐ Subordinate Employee Name: _____
- ☐ Union Representative Name: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

OBSERVATION

Please explain your observation/s for each category checked

Nature of Incident/Cause for Reasonable Suspicion (list below)

- ☐ Observed/reported possession of or use of a prohibited substance
- ☐ Apparent drug/alcohol intoxication
- ☐ Observed abnormal or erratic behavior
- ☐ Arrest or conviction for drug-related offense
- ☐ Evidence of tampering on a previous drug test
- ☐ Other: *please specify, i.e., flagrant violation of safety regulations, serious misconduct, fighting or argumentative/abusive language, refusal of supervisor instruction, unauthorized absence on the job*

Please explain your observation/s:

Unusual Behavior (list below)

- ☐ Apparent drug/alcohol intoxication
- ☐ Physically abusive
- ☐ Extreme aggressiveness or agitation
- ☐ Listlessness, withdrawal, depression, mood changes, or unresponsiveness
- ☐ Inappropriate verbal response to questioning or instructions
- ☐ Other erratic or inappropriate behavior: *please specify, i.e., hallucinations, disorientation, excessive euphoria, confusion*

Please explain your observation/s:

Physical Signs or Symptoms for Reasonable Suspicion

- ☐ Slurred or incoherent speech
- ☐ Unsteady gait or other loss of physical control; poor coordination
- ☐ Dilated or constricted pupils or unusual eye movement
- ☐ Bloodshot or watery eyes
- ☐ Extreme fatigue or sleeping on the job
- ☐ Excessive sweating or clamminess to the skin
- ☐ Flushed or very pale face
- ☐ Highly excited or nervous
- ☐ Nausea or vomiting
- ☐ Odor of alcohol
- ☐ Odor of marijuana
- ☐ Dry mouth (frequent swallowing/lip wetting)
- ☐ Unsteady gait or other loss of physical control; poor coordination
- ☐ Shaking hands or body tremors/twitching
- ☐ Irregular or difficult breathing
- ☐ Runny sores or sores around nostrils
- ☐ Puncture marks or tracks
- ☐ Other: *please specify:*

Please explain your observation/s:

The behavior I observed was:

- ☐ Within the 4-hour period before the employee was to perform a safety, sensitive function
- ☐ During the time the employee was performing a safety, sensitive function
- ☐ Immediately after the employee performed a safety, sensitive function
- ☐ Immediately following a motor vehicle accident (MVA)
- ☐ Other, *please explain:* _____

Additional comments or details of reasonable suspicion:

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

SUPERVISOR SIGNATURES

Date: _____

Initial Supervisor Signature _____

Date: _____

Secondary Supervisor Signature _____

Date: _____

Subordinate Signature _____

Date: _____

Union Representative Signature _____

REFERRAL

Is there reasonable suspicion? (*employee 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 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 SIGNATURE

I understand that I have been referred for a reasonable suspicion drug and/or alcohol test/s and must report for the test/s immediately. I further understand that failure to take the test/s may result in disciplinary action, up to and including termination.

Date: _____

Employee Signature _____

Appendix G: Contribution Addendum for MERS Defined Contribution

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Saugatuck Township Fire District #0313
Name of Participating Employer
for Full time career employees of 110361
Employee Group Division Code

The Addendum modifies the Adoption Agreement by providing for employer contributions to the Plan. Employer contributions may be considered a "match" to the employee's elected contribution upon enrollment in the plan, or non-matching; regardless of employee contributions. Contributions may not exceed IRS maximums for combined employee and employer contributions.

Required **Employee Contribution** Structure to DC (subject to Internal Revenue Code 415(c) limitations).

Select one:

- ☐ Employees are required to contribute per payroll period, the percentage 0 %
OR
flat dollar amount \$
- ☐ Employees are required to contribute within the following range for each payroll: Percentage range
from % to % OR
dollar amount range \$ to \$
- ☐ Direct Required Employee Contributions pre-tax

The Participating Employer will make **matching contributions** into the Defined Contribution Plan based on
(CHECK ALL THAT APPLY):

- ☒ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee's one-time election of required employee contribution for MERS Defined Contribution.

Appendix G: Contribution Addendum for MERS Defined Contribution (continued)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

The Participating Employer elects to make contributions as follows (check and complete *Matching*, *Non-Matching*, or both as applicable):

☐ **A. Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute _____ % of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____
(pay period / year / etc.)
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed _____ % of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **B. Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual Contributions:** A one-time annual contribution of \$_____ or _____ % of compensation per participant.
- ☒ \$_____ or _____ % of compensation per participant for each payroll period.

Longevity plan contributions:

Employer 2% and Employee 2% if 5 to 9.99 years of service;
Employer 4% and Employee 4% if 10 to 14.99 years of service;
Employer 6% and Employee 6% if 15 years of service or more

Appendix G: Contribution Addendum for MERS Defined Contribution (continued)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Saugatuck Township Fire District #0313
Name of Participating Employer

for All Certified Fire Fighters and Licensed EMS Personnel of 110361
Employee Group Division Code

The Addendum modifies the Adoption Agreement by providing for employer contributions to the Plan. Employer contributions may be considered a "match" to the employee's elected contribution upon enrollment in the plan, or non-matching; regardless of employee contributions. Contributions may not exceed IRS maximums for combined employee and employer contributions.

Required **Employee Contribution** Structure to DC (subject to Internal Revenue Code 415(c) limitations).

Select one:

- ☐ Employees are required to contribute per payroll period, the percentage 0 %
OR
flat dollar amount \$
- ☐ Employees are required to contribute within the following range for each payroll: Percentage range
from % to % OR
dollar amount range \$ to \$
- ☐ Direct Required Employee Contributions pre-tax

The Participating Employer will make **matching contributions** into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

- ☒ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee's one-time election of required employee contribution for MERS Defined Contribution.

Appendix G: Contribution Addendum for MERS Defined Contribution (continued)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

The Participating Employer elects to make contributions as follows (check and complete *Matching*, *Non-Matching*, or both as applicable):

☒ **A. Matching Contributions**

The Employer elects the following matching contribution formula:

- ☒ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute % of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$ per (pay period / year / etc.).
- ☒ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed 6 % of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **B. Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual Contributions:** A one-time annual contribution of \$ or % of compensation per participant.
- ☐ \$ or % of compensation per participant for each payroll period.

*Employer 1% into DC if Employee contribute 0% or 1% into 457
Employer 2% into DC if Employee contributes 2% into 457
Employer 3% into DC if Employee contributes 3% into 457
Employer 4% into DC if Employee contributes 4% into 457
Employer 5% into DC if Employee contributes 5% into 457
Employer 6% into DC if Employee contributes 6% into 457



SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township

Item #11A



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: September 20th, 2021

SUBJECT: MERS Retiree Health Savings

DESCRIPTION:

As stated above in the Collective Bargaining Agreement with Local 5291, the CBA outlines that the Fire District will provide a Retiree Health Savings plan in Article 20. The full-time career staff are forward thinking and trying to be better prepared financially when they are ready for retirement.

For the first three-year term of the Collective Bargaining Agreement, there is no budget impact to the Fire District as the contributions will be solely from the employee. Any future changes to the Retiree Health Savings contributions would be negotiated with the Fire Chief and ultimately approved by the Fire Board.

Please see the accompanying documents from MERS below.

SAMPLE MOTION

Motion by _____, 2nd by _____ to adopt the MERS Retiree Health Savings Program as presented. The Fire District Fire Administrative Board is authorized by the plan documents to amend the Retiree Health Savings Plan with MERS at its leisure. (Roll Call Vote)



MERS Health Care Savings Program Uniform Resolution

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

WHEREAS, the Municipal Employees Retirement Act authorized the Municipal Employees' Retirement Board ("Board") to establish additional programs including but not limited to defined benefit and defined contribution program (MERS Plan Document Section 72; MCL 38.1536(2)(a)).

WHEREAS, the Board has authorized MERS' establishment of the health care savings program ("HCSP" or "Program"), which a participating municipality or court, or another eligible public employer that constitutes a "municipality" under MERS Plan Document Section 2; MCL 38.1502b(2) ("Eligible Employer"), may adopt for its Eligible Employees.

WHEREAS, MERS has been determined by the Internal Revenue Service to be a tax qualified "governmental plan" and trust under section 401(a) of the Internal Revenue Code of 1986, and all trust assets within MERS reserves are therefore exempt from taxation under Code section 501(a) (IRS Letter of Favorable Determination dated October 8, 2016).

WHEREAS, the Board has established a governmental trust (the "Trust Fund") to hold the assets of the HCSP, which Trust Fund shall be administered under the discretion of the Board as fiduciary, directly by (or through a combination of) MERS or MERS' duly-appointed Program Administrator.

WHEREAS, 1999 PA 149, the Public Employee Health Care Fund Investment Act, MCL 38.1211 et seq. ("PA 149") provides for the creation by a public corporation of a public employee health care fund, and its administration, investment, and management, in order to accumulate funds to provide for the funding of health benefits for retirees and beneficiaries.

WHEREAS, a separate MERS health care trust fund created under PA 149 also constitutes a governmental trust established by an Eligible Employer, provided that all such employers shall be the State of Michigan, its political subdivisions, and any public entity the income of which is excluded from gross income under Section 115 of the Internal Revenue Code; provided further, that the PA 149 trust shall not accept assets from any defined benefit health account established under Section 401(h) of the Internal Revenue Code.

WHEREAS, the Board acts as investment fiduciary for the pooled assets of each MERS participating municipality as defined by the MERS 401(a) Plan Document, on whose behalf MERS performs all plan administration and investment functions, and such participating municipalities and courts have full membership, representation and voting rights at the Annual Meeting as provided under Plan Section 78; MCL 38.1545.

WHEREAS, the Board also acts as investment fiduciary for those participating employers who are non-MERS participating municipalities and courts that have adopted the MERS Health Care Savings Program, Retiree Health Funding Vehicle, or Investment Service Program, and such entities are not accorded membership, representation or voting rights provided to MERS participating municipalities and courts at the Annual meeting under Plan Document Section Document 78; MCL 38.1545.

MERS Health Care Savings Program Uniform Resolution

WHEREAS, adoption of this Uniform Resolution and the HCSP Participation Agreement (the “Uniform Resolution”) by each Eligible Employer is necessary and required in order that the benefits available under the MERS HCSP may be extended to the Eligible Employer’s employees.

- It is expressly agreed and understood as an integral and nonseverable part of extension or continuation of coverage under this HCSP Resolution that Section 43 of the MERS Plan Document shall not apply to this Uniform Resolution Adopting MERS HCSP, the Participation Agreement, the HCSP Plan Document, the Trust Agreement, and their administration or interpretation.
- In the event any alteration of the language, terms or conditions stated in this Uniform Resolution Adopting MERS HCSP is made or occurs, it is expressly recognized that MERS and the Board, as fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to administer (or to have administered) the Trust Fund, or to continue administration.

WHEREAS, concurrent with this HCSP Uniform Resolution, and as a continuing obligation, this governing body has completed, approved, and submitted to MERS documents necessary for participation in and implementation of the HCSP. This obligation applies to any documents deemed necessary to the operation of the Trust Fund by MERS.

NOW, THEREFORE, BE IT RESOLVED that the governing body adopts (or readopts) the MERS HCSP as provided below.

SECTION 1. HCSP PARTICIPATION

EFFECTIVE _____, 20____, (to be known as the ADOPTION DATE) the

MERS HCSP is hereby adopted by the _____
(MERS municipality or court or other eligible employer)

- (A) **CONTRIBUTIONS** shall be as allowed and specified in the MERS Health Care Savings Program Participation Agreement. Basic Employer Contributions, Mandatory Salary Reduction Contributions, Mandatory Leave Conversion Contributions, and Post-Tax Employee Contributions, shall be remitted pursuant to MERS by the Eligible Employer, and credited to the Eligible Employer’s separate fund within the MERS Trust Fund.
- (B) **INVESTMENT** of funds accumulated and held in the Health Care Savings Program Trust Fund shall be held in a separate reserve and invested on a pooled basis by MERS subject to the Public Employee Retirement System Investment Act (“PERSIA”), 1965 PA 314, as provided by MERS Plan Document Section 76; MCL 38.1539, and PA 149.
- (C) **THE ELIGIBLE EMPLOYER** shall abide by the terms of the HCSP, including the HCSP Plan Document, HCSP Trust Agreement, all investment, administration, and service agreements, and all applicable provisions of the Code and other law. It is affirmed that no assets from any defined benefit health account established under Section 401(h) of the Internal Revenue Code shall be transferred to, or accepted by, MERS.

MERS Health Care Savings Program Uniform Resolution

SECTION 2. IMPLEMENTATION DIRECTIONS FOR MERS

- (A) The governing body of this Eligible Employer desires that all assets placed in its MERS HCSP Trust Fund (as a sub-fund within all pooled HCSP trust funds with MERS) be administered by MERS, which shall act as investment fiduciary with all powers provided under PERSIA, pursuant to PA 149, all applicable provisions of the Internal Revenue Code and other relevant law.
- (B) The governing body desires, and MERS upon its approval of this Resolution agrees, that all funds accumulated and held in the MERS HCSP Trust Fund shall be invested and managed by MERS within the collective and commingled investment of all HCSP funds held in trust for all Eligible Employers.
- (C) All monies in the MERS HCSP Trust Fund (and any earnings thereon, positive or negative) shall be held and invested for the sole purpose of paying health care benefits for the exclusive benefit of “Eligible Employees” who shall constitute “qualified persons” who have retired or separated from employment with the Eligible Employer, and for any expenses of administration, and shall not be used for any other purpose, and shall not be distributed to the State.
- (D) The Eligible Employer will fund on a defined contribution, individual account, basis its MERS HCSP Trust sub-fund to provide funds for health care benefits for “Eligible Employees” who shall constitute “qualified persons” under the Internal Revenue Code. Participation in and any coverage under HCSP shall not constitute nor be construed to constitute an “accrued financial benefit” under Article 9 Section 24 of the Michigan Constitution of 1963.
- (E) The Eligible Employer designates and incorporates as “Eligible Employees” who shall constitute “qualified persons” under this HCSP Resolution those who are “Eligible Employees as defined in the HCSP Participation Agreement under this HCSP.
- (F) The Eligible Employer may designate employer contacts who shall receive necessary reports, notices, etc. and shall act on behalf of the Eligible Employer.

SECTION 3. EFFECTIVENESS OF THIS HCSP UNIFORM RESOLUTION

This Resolution shall have no legal effect until an executed copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under MERS Plan Document Section 72, PA 149 and other relevant laws, and this Resolution have been met. Upon MERS’ determination that all necessary documents have been submitted, MERS shall execute this Resolution, and return a copy to the Eligible Employer’s designated primary contact.

In the event an amendatory resolution or other action by the Eligible Employer is required by MERS, such Resolution or action may be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and the Program Administrator if necessary). Section 86 of the MERS Plan Document shall apply to this Resolution and all acts performed under MERS’ authority. The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

MERS Health Care Savings Program Uniform Resolution

I hereby certify that the above is a true copy of the Uniform Resolution Adopting The MERS Health Care Savings Program, adopted at the official meeting held by the governing body of this municipality:

On _____, 20_____
(Signature of authorized official)

Printed name: _____ Position title: _____
(Authorized Official - printed) (Authorized Official - position)

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20_____
(Authorized MERS signatory)



Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution is being adopted by the governing body of the participating entity and applies to all reporting units of said participating entity.

WHEREAS, _____ ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. _____

Optional additional job positions:

2. _____

3. _____

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on _____, 20____.

Authorized signature (must be currently in a position named above): _____

Name: _____

Title: _____

Witness signature: _____

Witness name: _____

Witness title: _____

MERS Health Care Savings Program Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

I. PARTICIPATING EMPLOYER

Employer Name: _____
(Name of municipality or court)

Municipality Number: _____ Division Number: _____

II. EFFECTIVE DATE

1. If this is the initial Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of the program here adopted shall be:

(Date)

2. If this is an amendment and restatement of an existing Participation Agreement relating to the MERS Health Care Savings Program for this covered group, the effective date of this amendment and restatement shall be effective: _____

(Date)

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

III. COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units, or personnel/ employee classifications ("Covered Group") in the same Health Care Savings Program plan.

Contributions shall be made on the same basis within each Covered Group according to the associated [HCSP Contribution Addendum](#), remitted as directed by the Program Administrator.

This agreement encompasses the following group(s):

(Name/s of HCSP covered group/s)

Note: To maintain the tax-favored status of the employer's Health Care Savings Program and to comply with federal law, the Employer may not provide coverage or benefit levels to highly-compensated employees that are not provided to non highly-compensated employees.

IV. ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement.

V. EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the employer, to be credited to the individual accounts of Eligible Employees according to the associated [Contribution Addendum](#).

MERS Health Care Savings Program Participation Agreement

Vesting Cycle For Basic Employer Contributions Only. The employer contributions identified in this Participation Agreement are subject to the following vesting cycle (where vesting is different, separate participation agreement must be completed).

- ☐ Immediate Vesting upon Participation
- ☐ Cliff Vesting: The participant is 100% vested upon _____ year(s).
(Stated years)
- ☐ Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service:

Years of Service	Percent Vested
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	100%

FORFEITURE PROVISION. Upon separation from service with the Employer prior to meeting the required vesting schedule set out above or in the event a Participant dies without Dependent(s) and/or a named Beneficiary, a Participant's account assets shall (where forfeiture is different, separate participation agreement must be completed):

Check only one:

- ☐ Remain in the HCSP sub-trust to be reallocated among all Plan participants equally
- ☐ Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- ☐ Be transferred to the Retiree Health Funding Vehicle ("RHFV")

VI. MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Agreement and Plan Document have been implemented.

VII. STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

VIII. TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Agreement.

MERS Health Care Savings Program Participation Agreement

IX. EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on
the ____ day of _____, 20____ at the official meeting held
by _____.
(Name of approving employer)

Authorized Signature: _____

Name: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____

(Authorized MERS signatory)

Contribution Addendum for MERS Health Care Savings Program (HCSP)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Participation Agreement completed by _____
Name of Participating Employer
for _____ of _____
Covered Employee Group Division Code

The Addendum modifies the *MERS Health Care Savings Program Participation Agreement*. Please complete this addendum for each contribution structure associated with the covered employee group.

Check one or more (A or B, C and/or D):

- A. ☐ Employer Contributions for Retirees / Former Employees.** Employer contributions may be made according to any frequency. Identify below the contribution formula or amount that will apply to all in this covered group. *Note: If this contribution is selected, Sections B, C, and D do not apply.*

Contribution structure (specify \$ or %): _____

For active employees, please check one or more below (B, C, and/or D).

- B. ☐ Basic Employer (Before-Tax) Contributions.** Before-tax employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this addendum.

Contribution structure (**specify \$ or %** and, if a %, include the basis for that contribution. For example: Employer will contribute 3% of base wages):

- C. ☐ Mandatory Salary Reduction (Before-Tax) Contributions.** Before-tax Employer Contributions shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (**specify \$ or %** and, if a %, include the basis for that contribution. For example: Employees will contribute 3% of base wages):

Contribution Addendum for MERS Health Care Savings Program (HCSP)

- D. ☐ **Mandatory Leave Conversion (Before-Tax) Contributions.** Before-tax Employer Contributions shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

- ☐ Check here if the covered employee group has the option to direct any/all of the leave conversion lump sum to an existing 457 program.

Check one or more:

- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.
- ☐ As of _____, _____ % of _____
Annual date or X weeks before termination Percentage Type of Leave Conversion (sick, vacation, etc.)
must be contributed to the HCSP.

Post-Tax Employee Contributions. Post-tax Employee Contributions made by Eligible Employees within the Covered Group(s) shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.



SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township

Item #11B



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: September 20th, 2021

SUBJECT: MERS Defined Contribution Longevity

DESCRIPTION:

Aligning with what City of Saugatuck implemented in July of 2021, amend the defined contribution plan with MERS to retain long serving employees with a minimum of five years of full-time service with the Saugatuck Twp. Fire District. This will increase employer contribution to 2% with a 2% deferral from employee with at least 5 years of service: then at 10 years of service increase the employer contribution to 4% with a 4% deferral from employee and then at 15 years of service increase the employer contribution to 6% with a 6% deferral from the employee for all full-time career employees. This replaced the longevity pay scale in the Collective Bargaining Agreement with L5291.

The highlights:

- A. Employee turnover comes with a price tag; Cost estimates for positions with salaries between \$45k-\$75k are around 20% annual salary. It can be difficult to quantify these "soft costs" of hiring & training a new employee, but they can have a significant impact on employee morale and residents' pride of trust.
- B. Based on longevity of the employee participation would start after 5 years of service with the Fire District.
- C. Retention of long serving employees; organizations are only as good as their employees.
- D. Employees must pay to play. They have economic value to the Fire District and other staff members.
- E. Cost is manageable within the current budget, only 3 employees would qualify currently.
- F. The Fire Board can change the defined contribution in the future as needed.

SAMPLE MOTION

Motion by _____, 2nd by _____ to amend the MERS Defined Contribution Plan based on length of service (longevity) the Saugatuck Twp. Fire District (employer) will contribute 2% of base pay and the employee will defer 2% of base pay after 5 years of service: then after 10 years the employer will contribute 4% of base pay and the employee defer 4% of base pay after 10 years of service; then after 15 years the employer will contribute 6% of base pay and the employee defer 6% of base pay for 15 years of service. The Fire District Fire Administrative Board is authorized by the plan documents to amend the Defined Contribution Plan with MERS at its leisure. (Roll Call Vote)

MERS Defined Contribution Plan Adoption Agreement



MERS

Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name Saugatuck Township Fire District **Municipality #:** 0313

Division name 110361 - All Employees

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit* division # _____ and/or current Hybrid division # _____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see [Plan Document](#), Section 64 for more information):

☐ Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)

☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: __/__/____

☐ Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

** By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. ☒ If this is an **amendment** of an existing Adoption Agreement (existing division number 110361), the **effective date shall be the first day of** _____, **20**____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. ☐ If this is to **separate employees** from an existing *Defined Contribution division* (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. ☐ If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.
- E. ☐ If this is an amendment to close *Defined Benefit division(s)* # _____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into existing *Defined Contribution division* # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below.

This Division includes **public safety employees**: ☐ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other : _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

MERS Defined Contribution Plan Adoption Agreement

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☐ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a) (37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

MERS Defined Contribution Plan Adoption Agreement

2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions.

Wages are strongly recommended to be reported with regular wage/contribution reports to MERS.

Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Base Wages	Box 1 Wages	Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments (most common below; list is not inclusive of all types) PTO payouts Longevity Bonuses Merit pay Job certifications Payment for education Moving expenses Sick payouts Hazard pay Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

MERS Defined Contribution Plan Adoption Agreement

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☐ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Salary or hourly wage X hours | <input type="checkbox"/> On-call pay |
| <input type="checkbox"/> PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) | <input type="checkbox"/> Other: _____ |

Other Wages apply: YES ☐ NO ☐

- | | |
|--|--|
| <input type="checkbox"/> Shift differentials | <input type="checkbox"/> Severance issued over time (weekly/bi-weekly) |
| <input type="checkbox"/> Overtime | <input type="checkbox"/> Other: _____ |

Lump Sum Payments apply: YES ☐ NO ☐

- | | |
|---|--|
| <input type="checkbox"/> PTO payouts | <input type="checkbox"/> Payment for education |
| <input type="checkbox"/> Longevity | <input type="checkbox"/> Moving expenses |
| <input type="checkbox"/> Bonuses | <input type="checkbox"/> Sick payouts |
| <input type="checkbox"/> Merit pay | <input type="checkbox"/> Severance (if issued as lump sum) |
| <input type="checkbox"/> Job certifications | <input type="checkbox"/> Other: _____ |

Taxable Payments apply: YES ☐ NO ☐

- | | |
|---|--|
| <input type="checkbox"/> Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) | |
| <input type="checkbox"/> Prizes, gift cards | <input type="checkbox"/> Car allowance |
| <input type="checkbox"/> Personal use of a company car | <input type="checkbox"/> Other: _____ |

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☐

- | | |
|---|---|
| <input type="checkbox"/> Gun, tools, equipment, uniform | <input type="checkbox"/> Mileage reimbursement |
| <input type="checkbox"/> Phone | <input type="checkbox"/> Travel through an accountable plan (i.e. tracking mileage for reimbursement) |
| <input type="checkbox"/> Fitness | <input type="checkbox"/> Other: _____ |

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☐

- | | |
|--|--|
| <input type="checkbox"/> 457 employee and employer contributions | <input type="checkbox"/> IRA contributions |
| <input type="checkbox"/> 125 cafeteria plan, FSAs and HSAs | <input type="checkbox"/> Other: _____ |

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☐

- | | |
|--|--|
| <input type="checkbox"/> Health plan, dental, vision benefits | |
| <input type="checkbox"/> Workers compensation premiums | <input type="checkbox"/> Group term or whole life insurance < \$50,000 |
| <input type="checkbox"/> Short- or Long-term disability premiums | <input type="checkbox"/> Other: _____ |

Mandatory Contributions apply: YES ☐ NO ☐

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Defined Contribution employee contributions | |
| <input type="checkbox"/> MERS Health Care Savings Program employee contributions | <input type="checkbox"/> Other: _____ |

Taxable Fringe Benefits apply: YES ☐ NO ☐

- | | |
|---|---|
| <input type="checkbox"/> Clothing reimbursement | <input type="checkbox"/> Group term life insurance > \$50,000 |
| <input type="checkbox"/> Stipends for health insurance opt out payments | <input type="checkbox"/> Other: _____ |

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☐

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Workers compensation settlement payments | <input type="checkbox"/> Other: _____ |
|---|---------------------------------------|

MERS Defined Contribution Plan Adoption Agreement

4. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

5. Vesting

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff Vesting (fully vested after below number years of service)
 - ☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years)
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - _____ % after 3 years of service (min 25%)
 - _____ % after 4 years of service (min 50%)
 - _____ % after 5 years of service (min 75%)
 - _____ % after 6 years of service (min 100%)

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

MERS Defined Contribution Plan Adoption Agreement

6. Contributions

- a. Will be remitted according to Employer's payroll withholding which represents the actual period amounts are withheld from employee paychecks, or within the month during which amounts are withheld (check one):
- ☐ Weekly
 - ☐ Bi-Weekly (every other week)
 - ☐ Semi-Monthly (twice each month)
 - ☐ Monthly
 - ☐ Other (must specify) _____
- b. **Employer Contributions**
Required Employee Contributions and Employer Contributions are outlined using associated [Contribution Addendum for MERS Defined Contribution \(MD-073\)](#).
- c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

7. **Loans:** ☐ shall be permitted ☐ shall not be permitted
If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

8. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

III. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

IV. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

MERS Defined Contribution Plan Adoption Agreement

V. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VI. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Saugatuck Township Fire District on
the _____ day of _____, 20_____.
(Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Saugatuck Township Fire District #0313
Name of Participating Employer
for Full time career employees of 110361.
Employee Group Division Code

The Addendum modifies the Adoption Agreement by providing for employer contributions to the Plan. Employer contributions may be considered a “match” to the employee’s elected contribution upon enrollment in the plan, or non-matching; regardless of employee contributions. Contributions may not exceed IRS maximums for combined employee and employer contributions.

Required **Employee Contribution** Structure to DC (subject to Internal Revenue Code 415(c) limitations).

Select one:

- ☐ Employees are required to contribute per payroll period, the percentage 0 %
OR
flat dollar amount \$ _____
- ☐ Employees are required to contribute within the following range for each payroll: Percentage range
from _____ % to _____ % OR
dollar amount range \$ _____ to \$ _____
- ☐ Direct Required Employee Contributions pre-tax

The Participating Employer will make **matching contributions** into the Defined Contribution Plan based on
(CHECK ALL THAT APPLY):

- ☒ Each Employee’s election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee’s one-time election of required employee contribution for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

The Participating Employer elects to make contributions as follows (check and complete *Matching*, *Non-Matching*, or both as applicable):

☐ A. **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute * _____ % of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$ _____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$ _____ per _____.
(pay period / year / etc.)
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed ⁶ _____ % of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ B. **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual Contributions:** A one-time annual contribution of \$ _____ or _____ % of compensation per participant.
- ☒ \$ _____ or _____ % of compensation per participant for each payroll period.

Longevity plan contributions:

Employer 2% and Employee 2% if 5 to 9.99 years of service;

Employer 4% and Employee 4% if 10 to 14.99 years of service;

Employer 6% and Employee 6% if 15 years of service or more

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



Item #11B

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Saugatuck Township Fire District #0313
Name of Participating Employer
for All Certified Fire Fighters and Licensed EMS Personnel of 110361
Employee Group Division Code

The Addendum modifies the Adoption Agreement by providing for employer contributions to the Plan. Employer contributions may be considered a “match” to the employee’s elected contribution upon enrollment in the plan, or non-matching; regardless of employee contributions. Contributions may not exceed IRS maximums for combined employee and employer contributions.

Required **Employee Contribution** Structure to DC (subject to Internal Revenue Code 415(c) limitations).

Select one:

- ☐ Employees are required to contribute per payroll period, the percentage 0 %
OR
flat dollar amount \$ _____
- ☐ Employees are required to contribute within the following range for each payroll: Percentage range
from _____ % to _____ % OR
dollar amount range \$ _____ to \$ _____
- ☐ Direct Required Employee Contributions pre-tax

The Participating Employer will make **matching contributions** into the Defined Contribution Plan based on
(CHECK ALL THAT APPLY):

- ☒ Each Employee’s election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee’s one-time election of required employee contribution for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

The Participating Employer elects to make contributions as follows (check and complete *Matching*, *Non-Matching*, or both as applicable):

☒ **A. Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute * _____ % of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$ _____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$ _____ per _____.
(pay period / year / etc.)
- ☒ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed ⁶ _____ % of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **B. Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual Contributions:** A one-time annual contribution of \$ _____ or _____ % of compensation per participant.
- ☐ \$ _____ or _____ % of compensation per participant for each payroll period.

*Employer 1% into DC if Employee contribute 0% or 1% into 457

Employer 2% into DC if Employee contributes 2% into 457

Employer 3% into DC if Employee contributes 3% into 457

Employer 4% into DC if Employee contributes 4% into 457

Employer 5% into DC if Employee contributes 5% into 457

Employer 6% into DC if Employee contributes 6% into 457



SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township

Item #11C



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

September 20, 2021

MEMO

To: Saugatuck Township Fire District Fire Board

From: Greg Janik

Subject: Michigan Municipal Risk Management Authority (MMRMA) – Summary Annual Renewal for Property and Liability

MMRMA Annual Renewal Summary

- MMRMA initially implemented a significant policy change to the Agreed Value Amount of any fire vehicle over 15 years old. In the event of catastrophic loss, the proposed policy change would reduce the value of the fire vehicle by 50%. For example, if tanker 2141 was a total loss, the Fire District would only receive \$300,000 instead of the \$600,000 value. Further, aerial platform 2151 Agreed Value Amount was reduced to \$400,000 from \$800,000. Considering the sharp increases on the building of fire vehicles, Chris and I decided to challenge the policy change and provide justification for maintaining accurate Agreed Value Amounts that reflect the Fire Districts NFPA & DOT well maintained fire vehicles. As a result, MMRMA has acknowledged our justification and reinstated the full Agreed Value Amount with no 50% reduction. My thanks to Chris for the assistance in convincing MMRMA management to reconsider their position.
- Property & Liability Coverage Period July 01,2021 to July 01,2022
Renewal Premium \$36,161
- Property & Liability Coverage Period July 01,2020 to July 01,2021
Last Year's Premium \$33,589
- Policy increases \$2,572, or 7.66%, primarily due to increases in automobile liability coverages
- Net Asset Distribution (to STFD) for the fiscal year \$5,791
- State Pool Loss Fund Excess Distribution (to STFD) \$1,535
Total \$7,326 (to STFD)
- Risk Avoidance Program (RAP) Grant Awards \$5,643
- | <u>Member Account Summary</u> | <u>Period</u> | <u>Program Total</u> |
|---------------------------------|---------------|----------------------|
| ○ Net Asset Distribution | \$5,791 | \$98,314 |
| ○ State Pool Loss Excess Distr. | \$1,535 | \$26,282 |
| ○ RAP Grants | \$5,643 | \$37,232 |

-----Original Message-----

From: Michael Vigoda

Sent: Friday, August 20, 2021 2:17 PM

To: Greg Janik <gjanik@saugatuckfire.org>

Cc: Joanie Leonard

Subject: Thank you for your service.

Chief Janik:

I wanted to express our appreciation for the thorough (and thoroughly professional) assistance your team provided to our Douglas Harbor Village Subdivision earlier this morning.

When Greg Smith was performing his daily morning visit to our 90 year old neighbor, he happened to smell gas and notified your department.

Apparently, the owners of the upstairs unit, in the building attached to ours, were out of town had a gas leak that your team was called to investigate.

As it turns out, only a couple of weeks ago, our Homeowners Association ensured that all locks in our subdivision were keyed to a master and that the master was placed in the very recently installed Knox Box.

Fortunately, for us, your team was able to use the master as a way to enter the unit.

However, my main reason in writing is to inform you that your team (led by Chris) were first-rate in terms of providing assistance, and explaining the issues.

After the cause of the gas leak was attended to, Chris performed a secondary inspection (along with the Michigan Gas Utility representative) of our unit which shares an adjoining wall.

Throughout the entire process, Chris and the team were helpful, approachable, and radiated confidence (and competence) in addressing the situation.

Living right off Blue Star, we are quite aware how often your team is called upon to provide assistance. Today, we experienced what it is like to be on the end of one of your team's runs.

Please let your team know how grateful we are for your services.

Sincerely

Joan Leonard and Michael Vigoda

Michael Vigoda MD

Douglas MI

Two small words,
one great big feeling...



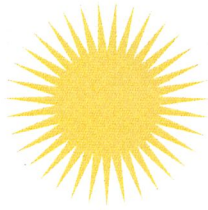
Tender Thoughts

Saugatuck FD,

Thank you.

Thank you so much
for taking care of
our smoke detectors!
What a weight
lifted! Thank

you,
The Hardy
Family



Thank You!

Wonderful
Farnet



Thank you for your service
during our 4th of July
festivities in the City of Saugatuck.

We could not have done it without you!

- Saugatuck City Council

It was a great
event thanks to you.

Chris Peters

Booms!
thank you!
Wally Go

Thank you!
Seth Davis

Thank you!
Paul Linton

Mark Miller

Thanks!
Ken West