



SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township



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

FIRE DISTRICT BOARD MEETING

4:00pm – November 18th, 2024

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*):
6. Approval of Minutes:
 - A. **September 16th, 2024 – Closed Session Meeting**
 - B. **October 21st, 2024 – Regular Meeting**
 - C. **November 11th, 2024 – Special Meeting**
7. Public Comment on Agenda Items Only: (*The Fire Board requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Fire Board.*)
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**
 - B. **Cost Recovery Update**
 1. **Received \$4,437.00 – Incident #240801**
 - C. **Traffic Management Apparatus – Update**
10. Unfinished Business:
 - A. **Collective Bargaining Agreement with Local 5291 – 2nd Reading (*Roll Call Vote*)**
 - B. **Engine #2112 – 2011 KME International – Pending Inspection / Offer**
11. New Business:
 - A. **Annual Appreciation Dinner – Saturday, January 18th, 2025**
12. Correspondence:
 - A. **None**
13. Public Comments: (*The Fire Board requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Fire Board.*)
14. Fire Board Comments:
15. Adjournment:

NOTICE

Requests for accommodation 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 #6B



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

FIRE DISTRICT BOARD MEETING

4:00pm – October 21st, 2024

DRAFT MINUTES

1. Call to Order: **Meeting called to order by J. Verplank at 4:01pm**
2. Pledge of Allegiance (*Stand if you are able*):
3. Roll Call:
PRESENT: S. Aldrich, E. Beckman, D. Fox, J. Verplank, T. Pullen, C. North
ABSENT: S. Phelps.
Also Present: Chief Greg Janik, D.C. Mantels, W. Bales, 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*):
Motion by Pullen, 2nd by Fox, to approve the agenda as presented. No discussion. Motion passes by unanimous by voice vote.
6. Approval of Minutes:
 - A. **September 16th, 2024 – Regular Meeting**
Motion by Beckman, 2nd by North, to approve the minutes of the 9/16/2024 regular meeting as presented. No discussion. Motion passes by unanimous by voice vote.
 - B. **September 16th, 2024 – Closed Session Meeting**
The minutes were at home on the computer and were not able to review. Will bring to next meeting for review and approval.
7. Public Comment on Agenda Items Only: (*The Fire Board requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Fire Board.*)
 - A. **Chris Mantels – as a Township Resident and taxpayer commented on the jersey barriers and requested that the Fire Board ask the City of Saugatuck to purchase parade safety equipment as they are the only jurisdiction that would benefit from owning them. The barriers would not benefit the Township with no special events or City of Douglas who already has a phenomenal parade safety program and could alleviate some of the burden on the Fire District equipment and staffing special events.**
8. Request for Payment:
 - A. **Account Payables (Roll Call Vote)**
Motion by Beckman, 2nd by Fox, to pay the invoices in the amount of \$183,451.46. No discussion.
YAYS: Beckman, Fox, Aldrich, Verplank, Pullen, North
NAYS: None
ABSENT: Phelps
Motion passes: 6:0.



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B. Financial Report

i. Financial Report was reviewed by P. Stanislawski.

9. Fire Chief Comments:

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

1. Incidents – 893 year to date

- i. Notable that we are currently up 20% on call volume over last year.
- ii. Discussion ensued regarding staffing levels and the need for an additional inspector to assist with the rental inspection load and assist with call volume so we don't fall behind on commercial property inspections. The fees received from rentals should fund the additional positions.

2. Average Response Time year to date – 6:44

B. Community Risk Reduction

1. Department of Fire Prevention – Monthly Report
2. Michigan Fire Inspectors Society - Fatal Fire Statistics

C. Cost Recovery Update

1. Received \$5,438.00 - #24-0742
2. Received \$940.00 - #24-0830

D. Traffic Management Apparatus – Update

1. The truck was completed earlier than anticipated.
2. Chief Janik and D.C. Mantels are flying to Pennsylvania tomorrow to inspect it and drive it back.
3. Truck will have the lighting package installed and lettered once it is here.

E. MMRMA State Pool Committee Reappointment – Chief Janik

1. Chief Janik was reappointed by MMRMA to the State Pool Committee.

10. Unfinished Business:

A. Jersey Barrier Updates

1. Jersey barrier pricing was provided at \$378.00 each
2. Concrete blocks similar to what Douglas has, and what Saugatuck City uses to hold their mulch and dirt piles would be about \$58.00 each as an alternative with different methods of moving them.
3. Suggestion to reduce the scope of the parade routes to Butler St to make it easier to secure and less blocking.
4. The challenge with using school and volunteers is they forget and don't show up.
5. Tabled until a future meeting until can discuss with the City.

B. Collective Bargaining Agreement – Update by Fire Board Members Verplank & Fox

1. Meeting with the Local 5291 and they brought everyone up to date and have not had time to meet again since due to busy October schedule with Fire Prevention Week.

C. Special Event Fees – Policy Proposal (*Roll Call Vote*)

1. Discussion ensued regarding the proposed policy.
2. Discussed having a certificate of approval or non-compliance if the event meets the safety criteria or not.
3. Consideration to have a timeline on the approval process so they get it done in advance, that the completed checklist would be done by the Zoom meeting.
4. Tabled to a future meeting to create a Special Event Safety Checklist similar to the Tent Inspection Checklist and bring it to a future meeting.



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D. Meeting Location – Fire District Station or Township Hall (*Roll Call Vote*)

Motion by Pullen to move the meetings to the Township. No support. Pullen rescinded her motion.

1. Discussion ensued that we should stay in our house to keep our independence.
2. Ease of having our own equipment and video and not having to move.
3. It's a good thing to keep the little bit of separation between municipalities by having it in our house.
4. If ADA becomes an issue, we can meet downstairs.
5. All discussed and agreed that we will stay at the Fire District station for Fire Board meetings.
6. Continue to explore a station addition with better sleeping accommodation and meeting room for board meetings. Chief and staff are working on pricing with CarbonSix who did the Township renovations.

11. New Business:

A. Anonymous Donation Received - \$10,000.00 – for EMS Equipment / Training

B. Donation & Thank you Received - \$300.00 – Southside Body and Fabrication

C. HIPPA Responsibility and Accountability

1. Be careful about what Fire Board members are saying on social media and in general regarding incidents and information.
2. Chief receives complaints when Fire Board members comment on Facebook about incidents. Requesting the members not engage regarding fire department incidents.
3. Please be careful not to mention peoples names as it can be a HIPPA violation.
4. As Todd Christensen used to say, remember who you are and who you represent.

D. Priority Health Costs – Rate increase and higher deductibles.

1. Increased 9.5% cost or about \$7,500.00.
2. The employees will have higher percentages and deductibles with this change.

E. MMRMA Correspondence Regarding Personal Owned Vehicle (POV) Usage

1. The volunteer / paid-on-call personnel use their own vehicles for responding to emergencies, and the MMRMA insurance would only be secondary in the event of an accident after the vehicle insurance covers first.
2. Discussion ensued if the personnel are reimbursed for mileage for using their own vehicles and they are not and have not been.

F. Memorandum of Understanding (MOU) for POV Usage from Attorney

1. The attorney drafted this and then it was reviewed by MMRMA.
2. There are a few edits suggested by MMRMA.
3. Chief will get it completed and bring it back to a future meeting after the edits are completed.

G. Earned Sick Time Act (ESTA) Discussion

1. Peter brought the ESTA to Chief Janik's attention.
2. Currently employees get 5 sick days, and the ESTA will require 9.
3. Part time and paid-on-call will begin earning sick days as well now.
4. The ESTA takes effect in February 21st, 2025.
5. This will have a budgetary impact.
6. Will bring it back more information regarding ESTA to a future meeting.



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12. Correspondence:

A. None

13. Public Comments: *(The Fire Board requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Fire Board.)*

A. None

14. Fire Board Comments:

Aldrich – None

Beckman – discussed the truck parked in the lot out front from comments from acquaintances.

Fox – None

Verplank – None

Pullen – None

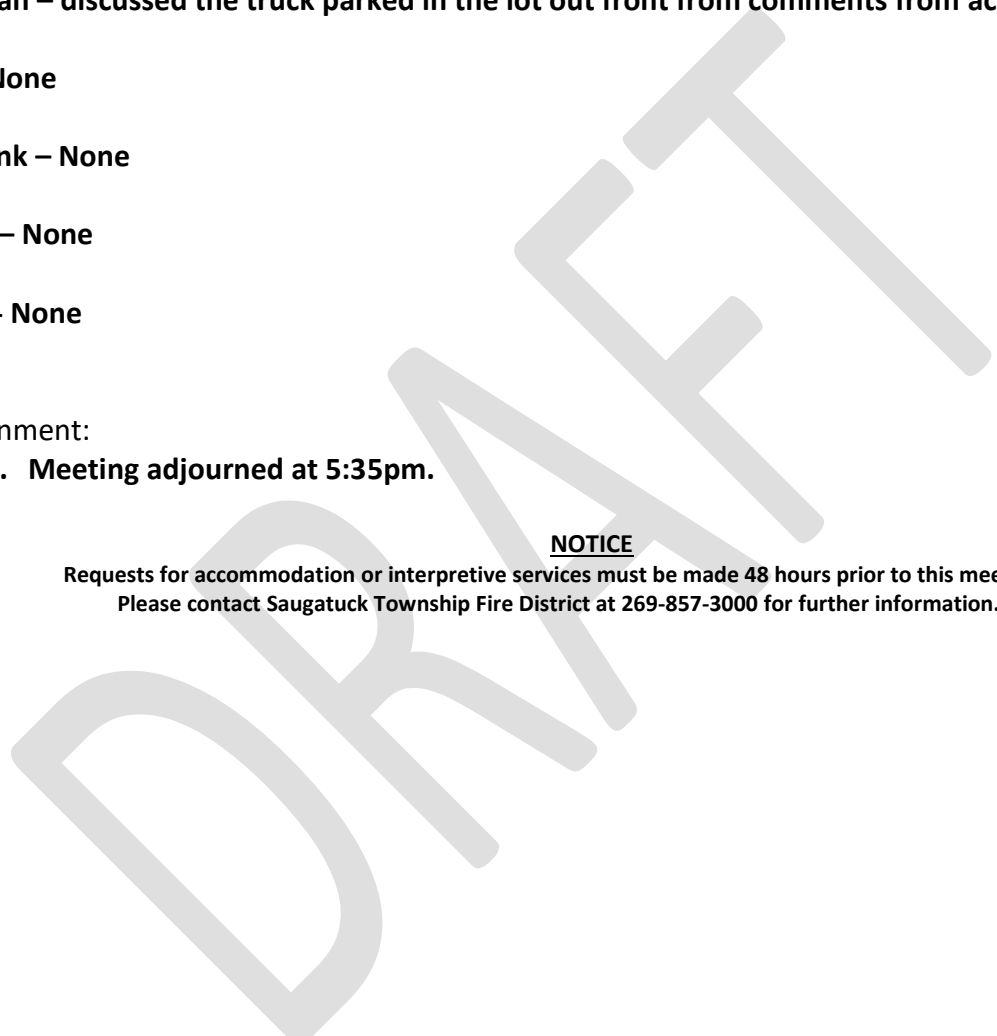
North - None

15. Adjournment:

A. Meeting adjourned at 5:35pm.

NOTICE

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Item #6C



3342 Blue Star Highway
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E-mail: info@saugatuckfire.org

FIRE DISTRICT “SPECIAL” BOARD MEETING

2:00pm – November 11th, 2024

DRAFT MINUTES

1. Call to Order: **Meeting called to order by J. Verplank at 2:00pm**
2. Pledge of Allegiance *(Stand if you are able):*
3. Roll Call:
PRESENT: S. Aldrich, D. Fox, J. Verplank, T. Pullen, C. North
ABSENT: E. Beckman, S. Phelps
Also Present: Chief Greg Janik, D.C. Mantels, W. Bales
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):*
Motion by Pullen, 2nd by Fox, to approve the agenda as presented. No discussion. Motion passes by unanimous by voice vote.
6. Public Comment on Agenda Items Only: *(The Fire Board requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Fire Board.)*
A. None
7. Unfinished Business:
A. Letter of Agreement with Local 5291 Regarding Health Insurance (Roll Call Vote)
Dan Fox / Mike Betts presented the bullet point list as well as the pricing charts. Discussion ensued regarding the different plan options, costs, etc.

Motion by Pullen, 2nd by North, to approve the Letter of Agreement regarding Insurance as presented with Saugatuck Area Professional Fire Fighters Union, Local 5291. No further discussion.
YAYS: Pullen, North, Aldrich, Fox, Verplank
NAYS: None
ABSENT: Beckman, Phelps
Motion passes: 5:0.
8. New Business:
A. Collective Bargaining Agreement with Local 5291 – 1st Reading
1. To be distributed at the meeting for a proposed vote on Monday 11/18/2024.
a. Packets were distributed to each fire board member.
9. Correspondence:
A. None



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10. Public Comments: *(The Fire Board requests that speakers respect the three-minute time limit for individual comments and the five-minute time limit for an individual speaking on behalf of a group. This is not a question-and-answer session, it is an opportunity to voice your thoughts with the Fire Board.)*

A. None

11. Fire Board Comments:

Aldrich – None

Fox – He was impressed how the entire negotiation process went and it was professional, collegial, and open.

Verplank – None

Pullen – None

North - None

12. Adjournment:

A. Meeting adjourned at 2:27pm.

DRAFT

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.

11/14/2024 CHECK REGISTER FOR SAUGATUCK FIRE DISTRICT				
CHECK DATE FROM 10/22/2024 - 11/18/2024				
Check Date	Check	Vendor Name	Description	Amount
Bank MAC MACATAWA BANK				
10/25/2024	DD5599(A)	BERNHARDY, CHRISTOPHER	PAYROLL	1,898.09
10/25/2024	DD5600(A)	BETTS, MICHAEL	PAYROLL	2,042.12
10/25/2024	DD5601(A)	CAPEL, RILEY	PAYROLL	1,422.71
10/25/2024	DD5602(A)	DALTON, PHIL	PAYROLL	1,189.88
10/25/2024	DD5603(A)	HOSIER, CALEB	PAYROLL	1,269.83
10/25/2024	DD5604(A)	JANIK, GREG	PAYROLL	2,452.97
10/25/2024	DD5605(A)	MANTELS, CHRISTOPHER	PAYROLL	2,539.57
10/25/2024	DD5606(A)	MEYER, KYLE	PAYROLL	1,754.25
10/25/2024	DD5607(A)	STEVENS, KEVIN	PAYROLL	678.49
10/25/2024	EFT1527(E)	457 MERS	PAYROLL	1,643.69
10/25/2024	EFT1528(E)	MISDU	PAYROLL	720.94
10/25/2024	EFT1529(E)	INTERNAL REVENUE SERVICE	PAYROLL	6,294.97
10/25/2024	EFT1530(E)	MERS	PAYROLL	6,400.72
10/25/2024	EFT1531(E)	DEFINED CONTRIBUTION	PAYROLL	2,526.84
10/25/2024	EFT1532(E)	HEALTH SAVINGS PLAN	PAYROLL	719.70
10/25/2024	EFT1533(E)	STATE OF MICHIGAN	PAYROLL	3,015.46
10/29/2024	3293(A)	SHAGS-SHOP INC	LIVE FIRE FACILITY	6,500.00
10/31/2024	3295(E)	ARROWASTE	TRASH	45.07
10/31/2024	3296(E)	KAL LAKE SEWER WATER	WATER	290.12
10/31/2024	3297(E)	OIT LLC	TELEPHONES	401.16
10/31/2024	3298(E)	VERIZON WIRELESS	CELL PHONES & MODEMS	554.83
10/31/2024	3299(E)	VERIZON WIRELESS	CELL PHONES & MODEMS	554.91
11/08/2024	DD5608(A)	BERNHARDY, CHRISTOPHER	PAYROLL	1,848.08
11/08/2024	DD5609(A)	BETTS, MICHAEL	PAYROLL	1,992.12
11/08/2024	DD5610(A)	CAPEL, RILEY	PAYROLL	1,372.72
11/08/2024	DD5611(A)	DALTON, PHIL	PAYROLL	1,139.88
11/08/2024	DD5612(A)	HOSIER, CALEB	PAYROLL	1,219.82
11/08/2024	DD5613(A)	JANIK, GREG	PAYROLL	2,452.97
11/08/2024	DD5614(A)	MANTELS, CHRISTOPHER	PAYROLL	2,522.05
11/08/2024	DD5615(A)	MEYER, KYLE	PAYROLL	1,704.26
11/08/2024	DD5616(A)	STEVENS, KEVIN	PAYROLL	628.48
11/08/2024	EFT1534(E)	457 MERS	PAYROLL	1,643.69
11/08/2024	EFT1535(E)	MISDU	PAYROLL	720.94
11/08/2024	EFT1536(E)	INTERNAL REVENUE SERVICE	PAYROLL	6,294.97
11/08/2024	EFT1537(E)	DEFINED CONTRIBUTION	PAYROLL	2,526.84
11/08/2024	EFT1538(E)	SAUGATUCK AREA PROFESSIONAL	PAYROLL	400.00
11/13/2024	DD5617(A)	ALDRICH, STACEY	PAYROLL	43.05
11/13/2024	DD5618(A)	BALES, WENDY	PAYROLL	2,397.48

11/14/2024 CHECK REGISTER FOR SAUGATUCK FIRE DISTRICT				
CHECK DATE FROM 10/22/2024 - 11/18/2024				
Check Date	Check	Vendor Name	Description	Amount
11/13/2024	DD5619(A)	BECKMAN, ERIC	PAYROLL	43.04
11/13/2024	DD5620(A)	BEEK, HEATHER	PAYROLL	522.19
11/13/2024	DD5621(A)	BERNHARDY, CHRISTOPHER	PAYROLL	803.29
11/13/2024	DD5622(A)	BETTS, MICHAEL	PAYROLL	1,907.84
11/13/2024	DD5623(A)	BLATT, DAVID	PAYROLL	326.95
11/13/2024	DD5624(A)	BLOK, MICHAEL	PAYROLL	905.98
11/13/2024	DD5625(A)	BRINK, CHAD	PAYROLL	1,576.61
11/13/2024	DD5626(A)	CAPEL, RILEY	PAYROLL	96.37
11/13/2024	DD5627(A)	DALTON, PHIL	PAYROLL	278.41
11/13/2024	DD5628(A)	DANIELSON, JOSHUA	PAYROLL	201.84
11/13/2024	DD5629(A)	ESQUIVEL, BRADLEY	PAYROLL	851.72
11/13/2024	DD5630(A)	GARGANO, MARK	PAYROLL	1,141.09
11/13/2024	DD5631(A)	HOSIER, CALEB	PAYROLL	273.70
11/13/2024	DD5632(A)	HUNDERMAN, MARCIE	PAYROLL	1,795.30
11/13/2024	DD5633(A)	JANIK, GREG	PAYROLL	197.75
11/13/2024	DD5634(A)	KIRCHERT, ERIK	PAYROLL	748.92
11/13/2024	DD5635(A)	LOVELL, BROCK	PAYROLL	305.97
11/13/2024	DD5636(A)	MANTELS, CHRISTOPHER	PAYROLL	903.98
11/13/2024	DD5637(A)	MARR, SEAN	PAYROLL	531.43
11/13/2024	DD5638(A)	MEISTE, JAMES	PAYROLL	832.63
11/13/2024	DD5639(A)	MEYER, KYLE	PAYROLL	324.51
11/13/2024	DD5640(A)	MOKMA, WAYNE	PAYROLL	657.00
11/13/2024	DD5641(A)	NORTH, CATHY	PAYROLL	43.05
11/13/2024	DD5642(A)	POST, RYAN	PAYROLL	747.37
11/13/2024	DD5643(A)	PULLEN, TARUE	PAYROLL	44.05
11/13/2024	DD5644(A)	SEYMOUR, SCOTT	PAYROLL	992.99
11/13/2024	DD5645(A)	STARRING, LINUS	PAYROLL	427.43
11/13/2024	DD5646(A)	STEVENS, KEVIN	PAYROLL	128.16
11/13/2024	DD5647(A)	VERPLANK, JANE	PAYROLL	44.04
11/13/2024	DD5648(A)	WETZEL, EVAN	PAYROLL	2,107.07
11/13/2024	EFT1539(E)	457 MERS	PAYROLL	1,874.37
11/13/2024	EFT1540(E)	INTERNAL REVENUE SERVICE	PAYROLL	6,455.88
11/13/2024	EFT1541(E)	DEFINED CONTRIBUTION	PAYROLL	1,436.24
11/13/2024	EFT1542(E)	SAUGATUCK AREA PROFESSIONAL L	PAYROLL	400.00
11/13/2024	STUB119(A)	DYKSTRA, TOM	PAYROLL	0.00
11/18/2024	3300(E)	ACCIDENT FUND	WORKER COMP	12,150.75
11/18/2024	3301(E)	ARROWASTE	TRASH	84.94
11/18/2024	3302(E)	COMCAST	INTERNET	184.13
11/18/2024	3303(E)	CONSUMERS ENERGY	FIRE STATION	611.85
11/18/2024	3304(E)	CONSUMERS ENERGY	BOAT DOCK	35.77

11/14/2024 CHECK REGISTER FOR SAUGATUCK FIRE DISTRICT				
CHECK DATE FROM 10/22/2024 - 11/18/2024				
Check Date	Check	Vendor Name	Description	Amount
11/18/2024	3305(E)	FIRST BANKCARD	SUPPLIES, MAINTENANCE & TRAINING	2,885.59
11/18/2024	3306(E)	HEALTH SAVINGS ACCOUNT	INSURANCE	1,050.00
11/18/2024	3307(E)	MENARDS	SUPPLIES	572.26
11/18/2024	3308(E)	MICHIGAN GAS UTILITIES	NATURAL GAS	53.53
11/18/2024	3309(E)	MCKESSON	MEDICAL SUPPLIES	413.94
11/18/2024	3310(E)	OIT LLC	TELEPHONES	363.09
11/18/2024	3311(E)	PRIORITY HEALTH	HEALTH INSURANCE	6,826.81
11/18/2024	3312(E)	SHELL	GASOLINE & DIESEL	1,714.30
11/18/2024	3313(E)	ZORO	SUPPLIES	240.08
11/18/2024	3314(A)	AEROS IT GROUP	COMPUTER SERVICES	2,995.00
11/18/2024	3315(A)	APPLIED IMAGING	COPIER USE	398.26
11/18/2024	3316(A)	BLOOM SLUGGETT PC	LEGAL FEES	3,155.50
11/18/2024	3317(A)	GALLS LLC	UNIFORMS	62.90
11/18/2024	3318(A)	MASTER MEDICAL EQUIPMENT	MEDICAL SUPPLIES	2,077.18
11/18/2024	3319(A)	OFFICE DEPOT	OFFICE SUPPLIES	186.26
11/18/2024	3320(A)	PETER STANISLAWSKI	FINANCE SERVICES	980.00
11/18/2024	3321(A)	PURITY CYLINDER GASES INC	CYLINDER GAS	142.47
11/18/2024	3322(A)	SPENCER MANUFACTURING INC	2111 PTO PUMP	4,905.06
11/18/2024	3323(A)	STANDARD	INSURANCE	1,117.68
11/18/2024	3324(A)	WEST MICHIGAN UNIFORM	SHOP TOWELS	347.55
11/18/2024	3325(A)	YACHT BASIN MARINA	BOAT PAINTING	836.15
11/18/2024	20770	GRAAFSCHAP FIRE DEPARTMENT	PARADE	85.05
11/18/2024	20771	HAMILTON FIRE	PARADE	629.88
11/18/2024	20772	IHLE AUTO PARTS	FILTERS & SUPPLIES	2,751.31
11/18/2024	20773	MICHIGAN STATE FIREMEN'S ASSOC	DUES	75.00
11/18/2024	20774	WESTENBROEK'S	SUPPLIES	155.96
11/18/2024	20775	FOREST VIEW EXECUTIVE SERVICES	LAWN MAINTENANCE	50.00
11/18/2024	20776	ACTIVE911 INC.	ANNUAL SOFTWARE	661.50
11/18/2024	20777	BLAS TEK LLC	2191 SAND BLAST	5,225.00
11/18/2024	20778	THORNAPPLE TOWNSHIP	TRAINING	50.00
11/18/2024	20779	RB MARINE SERVICES	BOAT MAINTENANCE	741.31
11/18/2024	20780	OVERISEL LUMBER CO	SUPPLIES	523.86
Total of 110 Checks:				159,090.76
Less 0 Void Checks:				0.00
Total of 110 Disbursements:				159,090.76

Item #8A

BOTH OPEN AND PAID

Vendor Name	Description	Amount
1. ACCIDENT FUND	WORKER COMP	12,150.75
2. ACTIVE911 INC.	ANNUAL SOFTWARE	661.50
3. AEROS IT GROUP	COMPUTER SERVICES	866.50
	COMPUTER SERVICES	2,128.50
	TOTAL	2,995.00
4. APPLIED IMAGING	COPIER USE	398.26
5. ARROWASTE	TRASH	45.07
	TRASH	84.94
	TOTAL	130.01
6. BLAS TEK LLC	2191 SAND BLAST	5,225.00
7. BLOOM SLUGGETT PC	LEGAL FEES	1,005.50
	LEGAL FEES	93.00
	LEGAL FEES	2,057.00
	TOTAL	3,155.50
8. COMCAST	INTERNET	184.13
9. CONSUMERS ENERGY	FIRE STATION	611.85
	BOAT DOCK	35.77
	TOTAL	647.62
10. FIRST BANKCARD	SUPPLIES, MAINTENANCE & TRAINING	2,885.59
11. FOREST VIEW EXECUTIVE SERVICES	LAWN MAINTENANCE	50.00
12. GALLS LLC	UNIFORMS	62.90
13. GRAAFSCHAP FIRE DEPARTMENT	PARADE	85.05
14. HAMILTON FIRE	PARADE	325.00
	DRONE REPAIR	304.88
	TOTAL	629.88
15. HEALTH SAVINGS ACCOUNT	INSURANCE	1,050.00
16. IHLE AUTO PARTS	FILTERS & SUPPLIES	2,751.31
17. KAL LAKE SEWER WATER	WATER	290.12
18. MASTER MEDICAL EQUIPMENT	MEDICAL SUPPLIES	515.59
	MEDICAL SUPPLIES	511.59
	MEDICAL SUPPLIES	1,050.00
	TOTAL	2,077.18
19. MCKESSON	MEDICAL SUPPLIES	256.08
	MEDICAL SUPPLIES	157.86

Vendor Name	Description	Amount
	TOTAL	413.94
20. MENARDS		
	SUPPLIES	572.26
21. MICHIGAN GAS UTILITIES		
	NATURAL GAS	53.53
22. MICHIGAN STATE FIREMEN'S		
	ASSOCIATIO DUES	75.00
23. OFFICE DEPOT		
	OFFICE SUPPLIES	93.90
	OFFICE SUPPLIES	92.36
	TOTAL	186.26
24. OIT LLC		
	TELEPHONES	401.16
	TELEPHONES	363.09
	TOTAL	764.25
25. OVERISEL LUMBER CO		
	SUPPLIES	523.86
26. PETER STANISLAWSKI		
	FINANCE SERVICES	980.00
27. PRIORITY HEALTH		
	HEALTH INSURANCE	6,826.81
28. PURITY CYLINDER GASES INC		
	CYLINDER GAS	142.47
29. RB MARINE SERVICES		
	BOAT MAINTENANCE	741.31
30. SHAGS-SHOP INC		
	LIVE FIRE FACILITY	6,500.00
31. SHELL		
	GASOLINE & DIESEL	1,714.30
32. SPENCER MANUFACTURING INC		
	2111 PTO PUMP	4,252.67
	2112 VALVE	652.39
	TOTAL	4,905.06
33. STANDARD		
	INSURANCE	1,117.68
34. THORNAPPLE TOWNSHIP		
	TRAINING	50.00
35. VERIZON WIRELESS		
	CELL PHONES & MODEMS	554.91
36. WEST MICHIGAN UNIFORM		
	SHOP TOWELS	347.55
37. WESTENBROEK'S		
	SUPPLIES	155.96
38. YACHT BASIN MARINA		
	BOAT PAINTING	836.15
39. ZORO		
	SUPPLIES	78.50
	SUPPLIES	85.80
	SUPPLIES	75.78
	TOTAL	240.08
TOTAL - ALL VENDORS		63,131.18

User: BSA

DB: Stfd

PERIOD ENDING 11/30/2024

GL NUMBER	DESCRIPTION	2024-25		ACTIVITY FOR	AVAILABLE		% BGDG
		AMENDED BUDGET	YTD BALANCE 11/30/2024 NORMAL (ABNORMAL)		MONTH 11/30/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 206 - FIRE FUND							
Revenues							
Dept 000							
206-000-401.000	SAUGATUCK CITY	559,500.00	0.00	0.00	559,500.00	0.00	
206-000-402.000	SAUGATUCK TOWNSHIP	1,197,000.00	0.00	0.00	1,197,000.00	0.00	
206-000-403.000	DOUGLAS CITY	594,500.00	0.00	0.00	594,500.00	0.00	
206-000-450.000	FIRE SERVICES	1,000.00	2,025.00	0.00	(1,025.00)	202.50	
206-000-460.000	INSPECTION & PLAN REVIEW FEES	10,000.00	18,337.50	2,600.00	(8,337.50)	183.38	
206-000-465.000	COST RECOVERY	1,000.00	11,808.96	4,437.50	(10,808.96)	1,180.90	
206-000-560.000	GRANTS & DONATIONS	1,000.00	38,767.48	20,000.00	(37,767.48)	3,876.75	
206-000-665.000	INTEREST	5,000.00	13,548.25	0.00	(8,548.25)	270.97	
Total Dept 000		2,369,000.00	84,487.19	27,037.50	2,284,512.81	3.57	
TOTAL REVENUES		2,369,000.00	84,487.19	27,037.50	2,284,512.81	3.57	
Expenditures							
Dept 336 - FIRE FUND							
206-336-702.000	BOARD SALARY	5,000.00	1,050.00	250.00	3,950.00	21.00	
206-336-704.000	CHIEF SALARY	120,000.00	43,615.35	4,846.15	76,384.65	36.35	
206-336-705.000	OFFICER SALARIES	10,000.00	2,687.57	645.85	7,312.43	26.88	
206-336-708.000	CAREER FIREFIGHTER	615,000.00	171,032.38	19,144.63	443,967.62	27.81	
206-336-709.000	OPERATIONAL WAGES	110,000.00	38,920.03	12,286.65	71,079.97	35.38	
206-336-709.500	PAID ON CALL STIPEND	95,000.00	25,480.39	6,327.17	69,519.61	26.82	
206-336-710.000	FIRE CALLS	70,000.00	16,825.79	4,571.43	53,174.21	24.04	
206-336-711.000	MEDICAL CALLS	35,000.00	14,326.91	2,029.30	20,673.09	40.93	
206-336-712.000	TRAINING	35,000.00	5,311.76	1,376.88	29,688.24	15.18	
206-336-713.000	SPECIAL EVENTS	15,000.00	6,873.20	1,222.41	8,126.80	45.82	
206-336-720.000	PAYROLL TAXES	111,000.00	24,921.78	4,058.06	86,078.22	22.45	
206-336-721.000	EMPLOYEE INSURANCE BENEFITS	150,000.00	55,644.05	10,103.49	94,355.95	37.10	
206-336-722.000	WORKER COMP INSURANCE	100,000.00	34,240.50	12,150.75	65,759.50	34.24	
206-336-723.000	RETIREMENT	150,000.00	51,714.97	6,576.48	98,285.03	34.48	
206-336-727.000	OPERATING SUPPLIES	25,000.00	13,050.21	1,292.79	11,949.79	52.20	
206-336-728.000	GAS & OIL	20,000.00	6,970.66	1,714.30	13,029.34	34.85	
206-336-730.000	PROFESSIONAL SERVICES	30,000.00	13,472.50	4,135.50	16,527.50	44.91	
206-336-742.000	TESTING, REPAIR & REPLACEMENT	22,000.00	1,073.67	0.00	20,926.33	4.88	
206-336-745.000	STATION TOOLS	3,250.00	264.18	0.00	2,985.82	8.13	
206-336-746.000	FIRE FIGHTER TOOLS	10,000.00	2,320.21	155.96	7,679.79	23.20	
206-336-751.000	PHONES	19,000.00	5,602.12	627.22	13,397.88	29.48	
206-336-752.000	UTILITIES	20,000.00	4,930.65	786.09	15,069.35	24.65	
206-336-760.000	VEHICLE/ EQUIP REP & MAINTENANCE	70,000.00	21,285.55	9,681.88	48,714.45	30.41	
206-336-761.000	BOAT MAINTENANCE	19,000.00	7,852.03	6,931.53	11,147.97	41.33	
206-336-762.000	RADIO & PAGER R&R	10,000.00	66.06	66.06	9,933.94	0.66	
206-336-763.000	BUILDING REPAIR & MAINTENANCE	33,000.00	4,955.73	405.45	28,044.27	15.02	
206-336-764.000	BUILDING SECURITY	2,000.00	389.00	0.00	1,611.00	19.45	
206-336-767.000	DUES & SUBSCRIPTIONS	4,000.00	2,733.13	736.50	1,266.87	68.33	
206-336-770.000	OFFICE EXPENSES	12,000.00	3,350.17	778.69	8,649.83	27.92	
206-336-771.000	TECHNOLOGY	20,000.00	16,426.40	2,995.00	3,573.60	82.13	
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	557.05	107.56	11,442.95	4.64	
206-336-781.000	TURN OUT GEAR	40,000.00	116.50	0.00	39,883.50	0.29	
206-336-785.000	EDUCATION	33,000.00	2,231.80	783.50	30,768.20	6.76	
206-336-791.000	MEDICAL SUPPLY	20,000.00	3,547.67	2,739.12	16,452.33	17.74	
206-336-795.000	COMMUNITY RISK REDUCTION	15,000.00	1,192.66	0.00	13,807.34	7.95	
206-336-796.000	PHYSICALS	15,000.00	0.00	0.00	15,000.00	0.00	
206-336-815.000	GENERAL INSURANCE	40,000.00	12,714.93	0.00	27,285.07	31.79	

User: BSA

DB: Stfd

PERIOD ENDING 11/30/2024

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2024	MONTH 11/30/2024	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 206 - FIRE FUND						
Expenditures						
206-336-861.000	TAX CHARGE BACK	1,000.00	139.46	0.00	860.54	13.95
206-336-985.000	LONG TERM CAPITAL	250,250.00	69,331.57	0.00	180,918.43	27.70
Total Dept 336 - FIRE FUND		2,369,000.00	687,218.59	119,526.40	1,681,781.41	29.01
TOTAL EXPENDITURES		2,369,000.00	687,218.59	119,526.40	1,681,781.41	29.01
Fund 206 - FIRE FUND:						
TOTAL REVENUES		2,369,000.00	84,487.19	27,037.50	2,284,512.81	3.57
TOTAL EXPENDITURES		2,369,000.00	687,218.59	119,526.40	1,681,781.41	29.01
NET OF REVENUES & EXPENDITURES		0.00	(602,731.40)	(92,488.90)	602,731.40	100.00

Local 5291 2024 CBA Changes

The following are the agreed upon changes to the 2024 CBA between the negotiating committees of the Saugatuck Township Fire District and the Saugatuck Area Professional Fire Fighters Union Local 5291, pending final approval from the District's Board and Local 5291 membership.

ECONOMIC CHANGES

ARTICLE 21: Insurance

- See attached: STFD Health-Care Costs Under the Collective Bargaining Agreement

Section 21.3: Dental & Vision Reimbursement

- Decreased from \$2,500 to \$1,500 per employee annually (an increase of \$500 per employee was agreed upon earlier in the current contract negotiation)
- See attached: STFD Health-Care Costs Under the Collective Bargaining Agreement

Section 22.2: Retiree Health Care Savings Program

- The District has agreed to contribute to employees RHCS up to 1.5%
- Cost to the District
 - o Year 1 career wages & chief wages \$740k @ .5% = \$3,700
 - o Year 2 same wages increased .5% \$777k @ 1.0%= \$7,770
 - o Year 3 same wages increased .5% \$816k @ 1.5%= \$12,300
- This cost for the department is only based on the biweekly no overtime wages or pay out of PTO.

Section 23.1: Holidays

- Added holidays: Martin Luther King Jr. Birthday, President's Day, & Veterans Day

Section 27.3: Certificate Based Wage Increase

- Certificate based wage increases have been eliminated
- All current approved certificates will be rolled into each employee's salary and retained in perpetuity.
- Any certifications earned after the date of this contract will be taken into consideration in the employee's annual performance review.

ARTICLE 29: Licenses/Certifications

- District will pay for/reimburse employees for required licenses/certifications and renewals (has been in effect, no change to District)

ARTICLE 30: Training Pay and Per-Diem Meal Rates

- Specifies training pay and per-diem meal rates (has been in effect, no change to District)

ARTICLE 31: Mileage Reimbursement

- Specifies mileage reimbursement and policy (has been in effect, no change to District)

ARTICLE 32: Cell phone allowance

- Increased from \$20 a month to \$30 a month

ARTICLE 33. Minimum Staffing

- Minimum staffing is set at four personnel on duty at all times, two of which are full-time staff
 - o Officer / EMS
 - o Firefighter / EMS
 - o Firefighter / EMS
 - o Firefighter or EMS

ARTICLE 35. Three Platoon System

- Allows for changes in the shift bid at 6-month intervals rather than annually.

APPENDIX A Wage Scale

- The starting wage for a firefighter in 2021 was \$42,000, and that has remained static to this day. The starting wage for firefighters will be raised to \$47,244.29. This number was derived from compounding a COLA of 4% for each of the static years.
- Once having completed the 6-month probation period, the wage would increase by \$3,000, which is consistent with the current contract. The goal being to get our starting wages over \$50,000, allowing us to be more competitive in the job market.
 - o South Haven Area Emergency Services firefighter starting salary is \$54,277 plus benefits. After 36 months their salary is increased to \$74,362 plus benefits.
 - o Grand Haven firefighter starting salary is \$51,306. After 6 months it is increased to \$53,127.

- This new starting wage would apply to the three new full-time employees, increasing their salaries to \$50,244.29.
- It has been agreed that there will be no performance review wage increases for the three new employees for their July 2024 performance reviews. They will also forego any retroactive pay as a result of this wage increase for the period of July 1, 2024, to the signing of this contract.
- Aside from performance review-based wage increases, there are no pay increases proposed for the other five members of Local 5291.

OPERATIONAL CHANGES

ARTICLE 11: Disciplinary Actions

- Better defined Disciplinary Actions

ARTICLE 16: Outside Employment

- Clarifies requirements for employees who are seeking secondary employment

ARTICLE 17 Paid Time Off

- There were questions regarding the amount of PTO in the highest tier of employment (15 years and up). The Fire Chief is the only one in this category and since he is not a member of the union, and no one else in the union currently qualifies for that tier, nor will they over the next three years, the discussion was tabled until the next contract negotiation.

Section 17.3: PTO requests

- Defines the PTO request process & PTO abuse

Section 17.5: Unplanned PTO

- Defines unplanned PTO

Section 17.8: PTO table

- A mathematical error was corrected from the previous contract

Section 15.8: Maximum PTO

- Clarifies that PTO can be over the maximum accrual until years end

Section 18.1: Bereavement

- Has been increased from 3 to 5 days, non-consecutive

Section 34.1: 10-hour Personnel

- Sets 10-hour personnel shifts from 6:00 am to 4:00 pm four days a week

Section 35.2: Shift Assignments

- Changed to twice a year

Section 35.3: Work Schedule

- Specifies 24-hour employee's daily work hours

Section 38.1: Tuition Reimbursement

- Updated the appeal process

Section 38.1.b.9: Percentage reimbursement based on grades

- Eliminated

Section 48.1 – Agreement term

- July 1, 2024, to June 30, 2027
- Any negotiating must commence by January 15, 2027 and conclude by May 15, 2027

SAUGATUCK TOWNSHIP FIRE DISTRICT

and

**SAUGATUCK AREA PROFESSIONAL FIRE
FIGHTERS UNION, LOCAL 5291 OF THE
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

COLLECTIVE BARGAINING AGREEMENT

July 1st, 2024 through June 30th, 2027

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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. **This section shall not apply to employees that are terminated for just cause.**

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. **This section shall not apply to employees that are terminated for just cause.**

ARTICLE 11 – Disciplinary Actions

Section 11.1 – Purpose. The Fire Chief or the Fire Chief’s designee may take disciplinary action of dismissal, demotion, suspension, or other disciplinary action against any employee. Employees shall receive written notice stating the cause for such action, in accordance with the procedures established in this Article. Such disciplinary action shall be for cause.

Section 11.2. Reasonable Cause. Any employee may be disciplined for reasonable cause which includes but is not limited to one or more of the following:

1. Incompetency.
2. Failure to perform required job functions.
3. Inexcusable neglect of duty.
4. Insubordination.
5. Dishonesty.
6. Discourteous treatment and/or sexual, racial or other harassment of the public or other co-workers.
7. Failure to report for scheduled duty.
8. Intemperance that affects job performance.
9. Use of Michigan defined narcotics, illegal drugs, or other drugs contrary to or without a prescription.
10. Misuse of public property or public funds.
11. Violation of ordinances or laws of the State of Michigan.
12. Fraud in securing appointment or employment.
13. Refusal to respond to a legal, moral, and safe direct order.

Section 11.3. Notice of Discipline

Except in cases of emergency or when immediate action is required, notice of disciplinary action shall be given by the employee’s supervisor, the Fire Chief, or the Fire Chief’s designee to the affected employee not less than 5 business days after the incident occurred. The notice shall contain the following information.

1. The action proposed and effective date intended.
2. A statement of the policy(s) and or regulation(s) allegedly violated.
3. The specific charges against the employee.
4. Copies of records and documentation on which the proposed action is based.
5. The employee’s right to a disciplinary review discussion, the place, date and time of review discussion if desired, and the employee’s right to have a union representative of the employee’s choice present.

Section 11.4. Disciplinary review discussion and action

1. Following the receipt and consideration of the response presented the disciplinary review discussion, or following no response by the required date, the Fire Chief or the Fire Chief’s designee shall prepare a recommendation to the Fire Chief of the action to be taken and its effective date. Recommendation to the Fire Chief shall generally be one of the following:
 - i. No action, unfounded.
 - ii. No action, insufficient facts – additional investigation not recommended.
 - iii. No present action, insufficient facts – additional investigation recommended.

- iv. Disciplinary action(s) appropriate.
- 2. If disciplinary action is recommended, the recommendation should:
 - i. Identify what violations have occurred:
 - ii. Bracket any disciplinary action.
 - a. Generally corrective, includes:
 - i. Counseling
 - ii. Verbal Warning
 - iii. Written Warning
 - b. Generally punitive, includes:
 - i. Suspension
 - ii. Demotion
 - iii. Termination
 - iii. Disciplinary action, unless egregious, should be progressive.

Section 11.5. Administrative Suspension

The Fire Chief or the Fire Chief's designee may suspend an employee with pay from the District activities and responses:

1. Pending the completion of the disciplinary review discussion held pursuant to this article.
2. Pending the completion of any investigation (s) of an employee.
3. If it is deemed that the employee's continued presence would do harm to the individual, other District employees, or to the general public; or would compromise District operations.

ARTICLE 12 – Grievance and Arbitration Procedure

Section 12.1. 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 12.2. 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 12.3. 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. **The grievance shall be accepted, advanced, or denied in accordance with the current by-laws of Local 5291.**

Step Three: If the grievance is not settled at this level, the employee and the employee's representative **with the approval of the union**, 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. **The grievance shall be accepted, advanced, or denied in accordance with the current by-laws of Local 5291.**

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 12.4. 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 12.5. 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 12.6. 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 12.7. 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 12.8. 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

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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 12.9. 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 13 – General Emergency Leave

Section 13.1. 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 14 – Military Leave

Section 14.1. 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 14.2. 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 15 – Jury Duty and Court Appearance

Section 15.1. 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 16 – Outside Employment

Section 16.1. Outside Employment Full-time employees may, upon prior written approval by the Fire Chief, engage in outside employment, including self-employment, provided that no such outside employment conflicts with the employee's full-time duties as may be assigned and required from time to time by the District or interferes with the availability of the employee for such duties. Employees shall not engage in any outside employment which interferes with or conflicts with their employment duties for the District. Employees currently engaged in outside employment shall report such employment to the Fire Chief or his/her designee within thirty (30) days of the effective date of this Agreement. If the Fire Chief does not approve the outside employment, the employee may appeal the decision to the Union Executive Board.

Section 16.2. Withdrawal of Approval Where approval for outside employment is granted, continuation of such employment will be at the discretion of the Fire Chief and approval may be withdrawn at any time upon a determination by the Fire Chief that such outside employment presents a conflict of interest or is detrimental to the efficiency of the Fire District, the employee or to the work performed by the employee on behalf of the District.

ARTICLE 17 – Paid Time Off

Section 17.1 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 17.2 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 17.3 The District will attempt to honor reasonable PTO requests. All requests to use PTO must be submitted in writing to the Fire Chief, or his/her designee. Except for unplanned PTO pursuant to Section 15.4, if an employee requests to use PTO time for one (1) shift (or part of a shift), the employee must submit the PTO time request to the Fire Chief, or his/her designee, as soon as possible but in no event later than forty-eight (48) hours prior to the start of the employee's shift for which the employee requests PTO time. If an employee requests to use PTO time for more than one (1) day, or for multiple days, the employee must submit the PTO leave request to the Fire Chief, or his/her designee, as soon as possible, but in no event later than fourteen (14) calendar days prior to the first day for which the employee requests PTO time. An employee's submission of an untimely request to use PTO time is a valid reason to deny the request.

The Fire Chief, or his/her designee, may deny a request for PTO time for any valid reason, including but not limited to the following: (1) granting the employee's request for PTO time would leave the District short of staff for a given shift; (2) granting the employee's request for PTO time would interfere with the operations of the District; (3) another employee has already been granted PTO leave for the same time; (4) if PTO abuse is suspected (See PTO Abuse Definition below, A.) 1-7); or (5) for any reason provided for in the CBA, or in District policy, including, without limitation, the failure of the employee to find another employee who is able to work the requesting employee's shift. If the Fire Chief, or his/her designee, denies an employee's request for PTO leave, then he/she shall state the reasons for the denial.

Section 17.4 - PTO Abuse Definition

The District at its sole discretion may also consider the frequency, length, pattern and an increasing percentage of absenteeism to implement additional discipline.

A.) Absences that do not affect the employees' attendance record include:

1. Holiday
2. Vacation (pre-approved)
3. Absences eligible for coverage by the Family Medical Leave Act
4. District called time off due to circumstances beyond its control such as utility/power disruption, or natural disaster
5. The day of any injury or illness which requires medical attention beyond first aid
6. Jury Duty
7. Bereavement leave of up to five days for the death of an immediate family member, with the approval of Fire Chief.

As noted herein, it is the responsibility of the employee requesting PTO time to find another qualified (as determined by the Fire Chief) employee who is able to work the hour(s) or shift(s) for which the employee has requested to use PTO time. Once a replacement employee is identified for a particular shift, the substitute employee will be deemed to be the scheduled employee for that shift (or part thereof). If the employee is unable to identify a substitute, that shall be deemed a valid reason to deny the employee's request to use PTO time. The Fire Chief may waive the requirement for the employee to find a substitute for good cause shown if the employee has in good faith submitted a minimum of two (2) emailed requests to all STFD qualified personnel resulting in no offering of coverage. If the Fire Chief waives the requirement for the employee to identify a substitute, it shall not be deemed a waiver of the requirement to

find a substitute for any future PTO time requests by the employee, or similar request(s) submitted by any other employee.

Section 17.5 In the case of unplanned PTO, for illness, unanticipated personal business, or other personal emergency needs, employees shall give as much advance notice as possible to the Fire Chief, or his/her designee. For purposes of Article 15, the term “unplanned PTO” shall be limited to those instances where the employee has less than 24 hours’ notice of the need for leave. Unless the employee’s need for leave qualifies as unplanned PTO under this Section, it shall be deemed a request by the employee to use his/her PTO and shall be subject to the requirements of Section 15.3 of the CBA. Whether a request for leave meets the definition of unplanned PTO shall be determined by the Fire Chief, or his/her designee. An employee’s misrepresentation of the basis for his/her need for unplanned PTO time may be considered PTO abuse, for which the employee may be subject to discipline up to and including termination of employment. Employees are expected to call their supervisor each day of an unplanned PTO absence unless specific arrangements have been made with the Fire Chief for the employee’s return-to-work date.

Section 17.6 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 17.7 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 17.8 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.

Full- Time 40 Hours	Bi-Weekly		Maximum PTO Accrual
	Total PTO	Accrual Rate	
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

24 Hour Personnel	Total PTO	Bi-Weekly Accrual Rate	<i>Maximum PTO Accrual</i>
Less than a year	161.60	10.57	242.40
1 year / less than 2	323.20	12.43	484.80
2 years / less than 5	371.70	14.30	557.55
5 years / less than 10	395.95	15.23	593.93
10 years / less than 15	420.20	16.16	630.30
15 years and up	444.45	17.09	666.68

Section 17.9 The employee’s PTO may exceed the above Maximum PTO Accrual amount throughout the year, however, must be reduced to the maximum PTO Accrual amount when transferring from year to year on January 1st of each year.

Section 17.10 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 employee’s 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.

Section 17.11 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 18 – Bereavement

Section 18.1 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 five 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. The 5 days of leave may be used nonconsecutively for no longer than 1 year from the date of passing. 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 18.2 Bereavement leave for employees may only be taken beginning with the day of the death through the day following the funeral.

Section 18.3 All time provided shall not be charged to any accrued leave banks.

Section 18.4 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 19 – Worker's Compensation

Section 19.1 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 employer 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 19.2 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 19.3 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 19.4 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 the employee 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 20 – Family Medical Leave Act

Section 20.1. 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 21 – Insurance

Section 21.1. 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 Blue Cross Blue Shield BCN HSA Gold Option 2 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: \$2,184.00 for single coverage and \$3,900.00 for double or family coverage. The HSA contribution will increase matching the equivalent percentage of the deductible increase on an as the health plan changes. The District shall consult with the Union prior to making changes to the health insurance plan.

Section 21.2 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 21.3. Dental & Vision Reimbursement. The Employer shall reimburse up to one thousand five hundred dollars (\$1,500) per year to the employee for expenses used for dental or vision care for the employee or their family.

Section 21.4. 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 21.5 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 22 – Retirement

Section 22.1 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 22.2. Retiree Health Care Savings Program.

The employer will provide a Retiree Health Savings program through MERS for all bargaining unit employees in perpetuity.

Effective July 1, 2024 employees will contribute one and a half percent (1.5%) and the Fire District will contribute one half percent (.5%) for a total of two percent (2.0%) into their personal RHS account.

Effective July 1, 2025 employees will contribute one and a half percent (1.5%) and the Fire District will contribute one percent (1.0%) for a total of two and a half percent (2.5%) into their personal RHS account.

Effective July 1, 2026 employees will contribute one and a half percent (1.5%) and the Fire District will contribute one and a half percent (1.5%) for a total of three percent (3.0%) into their personal RHS account.

Section 22.3 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 23 – Holidays

Section 23.1. 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
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans 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 23.2. 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 23.3 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, the employee may utilize the additional day off at a time of their choosing as approved by the Chief.

Section 23.4. 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 23.5. 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 23.6. 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 23.7. 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 23.8. 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 23.9. Manpower Needs. On general paid holidays, only those employees shall be on duty whose services are necessary as determined by the Chief.

ARTICLE 24 – Shift Exchange

Section 24.1. 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 25 – Clothing Allowance

Section 25.1. 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 25.2. 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 26 – Miscellaneous

Section 26.1. 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 26.2. 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 27 – Wages

Section 27.1. Wage Schedule. See Appendix A & B.

Section 27.2. 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 27.3. Certification Based Wage Increases. Certification-based wage increases will no longer be offered from the start date of this 7/1/2024 contract. All previously earned and approved certifications will be rolled into the individual employee's salary and retained in perpetuity.

The District recognizes the importance of continuing education, and subsequently, any certifications earned from the start date of this contract going forward shall be taken into consideration in the employee's annual performance review.

ARTICLE 28 – Longevity Pay

Section 28.1 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 29 – Licenses / Certifications

Section 29.1. Licenses / Certifications. The District will pay for and/or reimburse for all District required, District requested, or District approved licenses/certifications. Once a District required, requested, or approved license/certification is attained by the employee, and provided the District continues to utilize the employee's skills accompanying that license/certification, the District will pay to renew those existing license(s)/certification(s).

ARTICLE 30 – Training Pay and Per-Diem Meal Rate

Section 30.1 – Training Pay and Per-Diem Meal Rate

When approved by the Fire Chief, Employees who travel out of the area for Fire District related business and training shall be compensated at the normal rate of pay on their normal scheduled shift. Employees who attend training on their normally scheduled off shift shall be compensated at one and a half times their normal rate of pay in accordance with the Overtime Article of this agreement.

Section 30.2 Per-Diem Meal Rate

When approved by the fire Chief, Employees who are required to be outside of the Fire District coverage area for trainings and or District business shall be reimbursed for all meals, or meals charged to a Fire District card and receipts provided at the following rates:

Actual costs not to exceed the maximum below

Effective July 1st, 2024 - Breakfast - \$14.00, Lunch \$18.00, Dinner \$25.00

Effective July 1st, 2025 - Breakfast - \$14.50, Lunch \$19.00, Dinner \$26.25

Effective July 1st, 2026 - Breakfast - \$15.25, Lunch \$20.00, Dinner \$27.50

ARTICLE 31 – Mileage Reimbursement

Section 31.1 Mileage Reimbursement

In the event an employee is required to use their personal automobile for District business, they shall be reimbursed at the IRS approved rate. Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall minimally contain the date of travel, travel locations, reasons, and mileage for each complete trip. If an employee elects to drive a personal vehicle in lieu of an available District vehicle, the department will not be required to reimburse that employee unless otherwise approved by the Chief.

ARTICLE 32– Cell Phone Allowance

Section 32.1. Cell Phone Allowance. Upon ratification of the 2024-2027 contract, the phone allowance will be \$30 per month for Sergeants, Lieutenants, Captain's, Assistant Chief'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 33 – Minimum Staffing

Section 33.1. Minimum Staffing Levels. The following shall outline the minimum staffing levels that the Fire District must maintain 24/7/365. The District will not drop below this minimum staffing positions staffed at the station at any time throughout the year. The Fire District will maintain a minimum of four (4) personnel on duty 24/7/365. A minimum of two (2) of those personnel shall be bargaining unit members. In the event the non-bargaining unit positions are unable to be backfilled by paid-on-call personnel, they will be filled with bargaining unit members on overtime to maintain the minimum of four (4) personnel. The Fire Chief will not be counted as part of the minimum staffing level.

Officer / EMS
Firefighter / EMS
Firefighter / EMS
Firefighter or EMS

ARTICLE 34 – Ten-Hour Personnel and Wage Rates

Section 34.1. 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
Deputy Chief / Fire Inspector
Captain / Fire Inspector
Lieutenant / Fire Inspector
Fire Inspector

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

ARTICLE 35 – Three-Platoon System – Hours of Employment

Section 35.1. 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 35.2. Shift Assignment. The following procedure shall be used to assign personnel to specific shifts. Bidding for 24-hour shift assignments shall be held twice annually on a day or days in the month of December and July 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.

Section 35.3 – Work Schedule Shift exchange will take place at 0700 hours (7:00am) daily. Except for responding to/handling emergency calls (and completing attendant paperwork and ensuring operational response readiness), the normal duty day for 24-hour personnel starts at 08:00 hours (8:00 am) and ends at 18:00 hours (6:00 pm), 1600 hours on Saturday and Sunday (4:00p.m.). When possible, training will be held during the normal duty day, recognizing that with notice training (particularly POC training), community events, public relations events, etc., may occur between 1800 and 2200 hours (6:00 p.m. and 10:00 p.m.).

ARTICLE 36 – Overtime

Section 36.1. 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 37 – Call-In Pay

Section 37.1. 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 38 – Tuition Reimbursement

Section 38.1. Tuition Reimbursement Program. The program is made available to all members of the Union offering the 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 Fire Chief, 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 Fire 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 Fire Chief to prepare the employee for new or higher levels of responsibility. The Fire 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 Fire Chief 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,

8) This entire request procedure must be completed, and final approval obtained from the Fire Chief, before the employee begins the course.

9) Total tuition reimbursement may not exceed \$5,000 per individual per fiscal year.

10) 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.

11) Successful completion of courses of study under this tuition reimbursement program must not be construed as a guarantee of advancement.

12) 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 Fire Chief. In this way, the Fire Chief 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 District.

13) The Fire Chief will administer the allocation of tuition reimbursement monies so that all interested employees will have the opportunity to share equitably in these funds, subject to budgetary limitations established for this program.

14) The Finance Department shall maintain the necessary records to monitor the financial status of the tuition reimbursement program.

ARTICLE 39 – Employee Alcohol and Drug Abuse Policy

Section 39.1. 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 an including discharge for a first offense. Violation of this policy may also subject employees to arrest and prosecution by law enforcement agencies.

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

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

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

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

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

i) 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 40 – Wellness

Section 40.1 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 41 – Evergreen Clause

Section 41.1: 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 42 – Separability

Section 42.1 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 43 – Savings Clause

Section 43.1 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 47 – Waiver

Section 47.1 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 48 – Duration

Section 48.1. Duration. This Agreement shall remain in full force and effect from July 1, 2024, to and including June 30, 2027, and thereafter for successive periods of one (1) year unless either party serve written notice on the other party of the desire to terminate, modify, alter, negotiate, change or amend this Agreement. Such notice shall be served no later than January 15th of the final year of the contract. Negotiations shall commence from that day forward until concluded on May 15th of the same year. In the event an agreement negotiation extends past the contract date, all fiscal year end wage increases and benefits will be paid retroactively regardless of the period of time that lapses. For the purposes of overtime, the differences in wages shall also be included.

In witness whereof, the parties have caused this instrument to be executed this _____ day of _____, 2024.

SAUGATUCK AREA PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 5291, IAFF

By: _____
Its: President; Michael Betts

By: _____
Its: Vice- President; Christopher Bernhardt

By: _____
Its: Secretary/Treasurer; Christopher Mantels

SAUGATUCK TOWNSHIP FIRE DISTRICT

By: _____
Its: Fire Chief; Gregory Janik

By: _____
Its: Fire Board Chairperson; Jane Verplank

By: _____
Its: Fire Board Secretary; Dan Fox

APPROVED AS TO FORM –FIRE DISTRICT ATTORNEY, Jeff Sluggett

Appendix A Wage Scale – Effective July 1, 2024

Fire Fighter (24hr - Probationary)					
Rates	Performance	Current	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 42,000.00	\$ 47,244.29	\$ 48,661.62	\$ 50,121.47
Hourly (24hr)	Acceptable	\$ 18.17	\$ 20.44	\$ 21.05	\$ 21.68
Annual	Good	\$ 42,000.00	\$ 49,606.50	\$ 52,086.83	\$ 54,691.17
Hourly (24hr)	Good	\$ 18.17	\$ 21.46	\$ 22.53	\$ 23.66
Annual	Exceptional	\$ 42,000.00	\$ 50,551.39	\$ 54,089.99	\$ 57,876.29
Hourly (24hr)	Exceptional	\$ 18.17	\$ 21.87	\$ 23.40	\$ 25.04

Fire Fighter (24hr - Off Probation)					
Rates	Performance	Current	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 45,000.00	\$ 50,244.29	\$ 51,751.62	\$ 53,304.17
Hourly (24hr)	Acceptable	\$ 19.47	\$ 21.74	\$ 22.39	\$ 23.06
Annual	Good	\$ 45,000.00	\$ 52,756.50	\$ 55,394.33	\$ 58,164.05
Hourly (24hr)	Good	\$ 19.47	\$ 22.82	\$ 23.96	\$ 25.16
Annual	Exceptional	\$ 45,000.00	\$ 53,761.39	\$ 57,524.69	\$ 61,551.42
Hourly (24hr)	Exceptional	\$ 19.47	\$ 23.26	\$ 24.88	\$ 26.63

Sergeant (24hr)					
Rates	Performance	Current*	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 52,650.00	\$ 54,229.50	\$ 55,856.39	\$ 57,532.08
Hourly (24hr)	Acceptable	\$ 22.78	\$ 23.46	\$ 24.16	\$ 24.89
Annual	Good	\$ 52,650.00	\$ 55,282.50	\$ 58,046.63	\$ 60,948.96
Hourly (24hr)	Good	\$ 22.78	\$ 23.91	\$ 25.11	\$ 26.37
Annual	Exceptional	\$ 52,650.00	\$ 56,335.50	\$ 60,278.99	\$ 64,498.51
Hourly (24hr)	Exceptional	\$ 22.78	\$ 24.37	\$ 26.08	\$ 27.90

**Recognizes the inclusion of Riley Capel's certificate based increased 7/1/24 and elimination of program*

Sergeant (40hr)					
Rates	Performance	Current	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 52,650.00	\$ 54,229.50	\$ 55,856.39	\$ 57,532.08
Hourly (40hr)	Acceptable	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.66
Annual	Good	\$ 52,650.00	\$ 55,282.50	\$ 58,046.63	\$ 60,948.96
Hourly (40hr)	Good	\$ 25.31	\$ 26.58	\$ 27.91	\$ 29.30
Annual	Exceptional	\$ 52,650.00	\$ 56,335.50	\$ 60,278.99	\$ 64,498.51
Hourly (40hr)	Exceptional	\$ 25.31	\$ 27.08	\$ 28.98	\$ 31.01

Appendix A Wage Scale – Effective July 1, 2024 (continued)

Lieutenant (24hr)					
Rates	Performance	Current	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 61,932.94	\$ 63,790.93	\$ 65,704.66	\$ 67,675.80
Hourly (24hr)	Acceptable	\$ 26.79	\$ 27.60	\$ 28.42	\$ 29.28
Annual	Good	\$ 61,932.94	\$ 65,029.59	\$ 68,281.07	\$ 71,695.12
Hourly (24hr)	Good	\$ 26.79	\$ 28.13	\$ 29.54	\$ 31.01
Annual	Exceptional	\$ 61,932.94	\$ 66,268.25	\$ 70,907.02	\$ 75,870.51
Hourly (24hr)	Exceptional	\$ 26.79	\$ 28.67	\$ 30.67	\$ 32.82

Lieutenant (40hr)					
Rates	Performance	Current	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 61,932.94	\$ 63,790.93	\$ 65,704.66	\$ 67,675.80
Hourly (40hr)	Acceptable	\$ 29.78	\$ 30.67	\$ 31.59	\$ 32.54
Annual	Good	\$ 61,932.94	\$ 65,029.59	\$ 68,281.07	\$ 71,695.12
Hourly (40hr)	Good	\$ 29.78	\$ 31.26	\$ 32.83	\$ 34.47
Annual	Exceptional	\$ 61,932.94	\$ 66,268.25	\$ 70,907.02	\$ 75,870.51
Hourly (40hr)	Exceptional	\$ 29.78	\$ 31.86	\$ 34.09	\$ 36.48

Captain (24hr)					
Rates	Performance	Current*	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 68,264.84	\$ 70,312.79	\$ 72,422.17	\$ 74,594.83
Hourly (24hr)	Acceptable	\$ 29.53	\$ 30.42	\$ 31.33	\$ 32.27
Annual	Good	\$ 68,264.84	\$ 71,678.08	\$ 75,261.99	\$ 79,025.09
Hourly (24hr)	Good	\$ 29.53	\$ 31.01	\$ 32.56	\$ 34.19
Annual	Exceptional	\$ 68,264.84	\$ 73,043.38	\$ 78,156.42	\$ 83,627.36
Hourly (24hr)	Exceptional	\$ 29.53	\$ 31.60	\$ 33.81	\$ 36.18

**Recognizes the inclusion of Kyle Meyer's certificate based increased 7/1/24 and elimination of program.*

Captain (40hr)					
Rates	Performance	Current*	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 72,764.84	\$ 76,447.79	\$ 78,741.22	\$ 81,103.46
Hourly (40hr)	Acceptable	\$ 34.98	\$ 36.75	\$ 37.86	\$ 38.99
Annual	Good	\$ 72,764.84	\$ 77,903.08	\$ 81,798.24	\$ 85,888.15
Hourly (40hr)	Good	\$ 34.98	\$ 37.45	\$ 39.33	\$ 41.29
Annual	Exceptional	\$ 72,764.84	\$ 79,358.38	\$ 84,913.47	\$ 90,857.41
Hourly (40hr)	Exceptional	\$ 34.98	\$ 38.15	\$ 40.82	\$ 43.68

**Recognizes the inclusion of Chris Bernhardt's certificate based increased 7/1/24 and elimination of program.*

Appendix A Wage Scale – Effective July 1, 2024 (continued)

Assistant Chief (24hr)					
Rates	Performance	Current*	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 74,939.97	\$ 77,188.17	\$ 79,503.81	\$ 81,888.93
Hourly (24hr)	Acceptable	\$ 32.42	\$ 33.39	\$ 34.39	\$ 35.42
Annual	Good	\$ 74,939.97	\$ 78,686.97	\$ 82,621.32	\$ 86,752.38
Hourly (24hr)	Good	\$ 32.42	\$ 34.04	\$ 35.74	\$ 37.53
Annual	Exceptional	\$ 74,939.97	\$ 80,185.77	\$ 85,798.77	\$ 91,804.69
Hourly (24hr)	Exceptional	\$ 32.42	\$ 34.69	\$ 37.12	\$ 39.71

**Recognizes the inclusion of Mike Betts's certificate based increased 7/1/24 and elimination of program.*

Assistant Chief (40hr)					
Rates	Performance	Current	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 70,439.97	\$ 72,553.17	\$ 74,729.76	\$ 76,971.66
Hourly (40hr)	Acceptable	\$ 33.87	\$ 34.88	\$ 35.93	\$ 37.01
Annual	Good	\$ 70,439.97	\$ 73,961.97	\$ 77,660.07	\$ 81,543.07
Hourly (40hr)	Good	\$ 33.87	\$ 35.56	\$ 37.34	\$ 39.20
Annual	Exceptional	\$ 70,439.97	\$ 75,370.77	\$ 80,646.72	\$ 86,291.99
Hourly (40hr)	Exceptional	\$ 33.87	\$ 36.24	\$ 38.77	\$ 41.49

Deputy Chief (40hr)					
Rates	Performance	Current*	7/1/2024	7/1/2025	7/1/2026
Annual	Acceptable	\$ 94,140.49	\$ 96,964.70	\$ 99,873.65	\$ 102,869.86
Hourly (40hr)	Acceptable	\$ 45.26	\$ 46.62	\$ 48.02	\$ 49.46
Annual	Good	\$ 94,140.49	\$ 98,847.51	\$ 103,789.89	\$ 108,979.38
Hourly (40hr)	Good	\$ 45.26	\$ 47.52	\$ 49.90	\$ 52.39
Annual	Exceptional	\$ 94,140.49	\$ 100,730.32	\$ 107,781.45	\$ 115,326.15
Hourly (40hr)	Exceptional	\$ 45.26	\$ 48.43	\$ 51.82	\$ 55.45

**Recognizes the inclusion of Chris Mantels's certificate based increased 7/1/24 and elimination of program.*

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 demonstratable leadership that results with improvements in operations, morale, and/or completing tasks at a high level of performance.
Annual performance reviews will be completed no later than June 1st of each calendar year. Wage increases for each year will be retroactive to include back pay from July 1st if performance evaluations or contract negotiations are not completed by June 30th of each 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 increased by the percentage that coincides with the result of the performance review.

Appendix B: Performance Review

Name:	
Position:	
Type of Evaluation:	

Date:	
Dept:	
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	50/25
	55/15	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)

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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 _____

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Appendix E: Benefits Summary



Benefits-at-a-Glance
2024 BCN HSA Gold Option 2
Saugatuck Township Fire District
Effective Date: 12/01/2024

This is intended as an easy-to-read summary and provides only a general overview of your benefits. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible, coinsurance and/or copay amounts required by the plan. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan documents, the plan document will control. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan. Services must be provided or arranged by the member's primary care physician or health plan.

Preauthorization for Select Services - Services listed in this summary are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCN except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at <https://bcbsm.com/priorauth>.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Benefits	
Deductible Note: The Deductible will apply to all services except preventive services	\$2,500 per member/\$5,000 per family per calendar year (no 4th quarter carry-over)
The deductible is combined for both medical and prescription drug coverage.	The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract None
Coinsurance Note: Coinsurance applies once the deductible has been met	50% for select services as noted below
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$4,500 per member/\$9,000 per family per calendar year

Preventive services

Benefits	
Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Well-Child Visits	100%
Immunizations	100%
Prostate Specific Antigen (PSA) Screening - laboratory services only - laboratory services only	100%
Routine Colonoscopy	100%
Mammography Screening	100%

Appendix E: Benefits Summary (Continued)

Preventive services (continued)	
Benefits	
Voluntary Sterilization of Female Reproductive Organs	100%
Breast Pumps (DME guidelines apply.)	100%
Routine Maternity Prenatal and Postnatal Care	100%

Physician office services	
Benefits	
PCP Office Visits Note: Applicable cost sharing applies when other services are received in the office	100% after deductible
Medical Online Visits - when performed by a BCN participating provider or BCN designated online vendor Note: Not all services delivered virtually are considered an online visit but may be considered telemedicine. Telemedicine services will be subject to the applicable cost share associated with the service provided.	100% after deductible
Referral Physician Visits - when referred	100% after deductible

Emergency medical care	
Benefits	
Hospital Emergency Room	100% after deductible
Urgent Care Center	100% after deductible
Retail Health Clinic	100% after deductible
Ambulance Services - medically necessary	100% after deductible

Diagnostic services	
Benefits	
Laboratory and Pathology Tests	100% after deductible
Diagnostic Tests and X-rays	100% after deductible
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	100% after deductible
Radiation Therapy	100% after deductible

Maternity services provided by a physician	
Benefits	
Routine Prenatal and Postnatal Care Visits	100%
Delivery and Nursery Care	100% after deductible

Hospital care	
Benefits	
General Nursing Care, Hospital Services and Supplies	100% after deductible
Outpatient Surgery - see member certificate for specific surgical coinsurance	100% after deductible

Appendix E: Benefits Summary (Continued)

Alternatives to hospital care

Benefits	
Skilled Nursing Care	100% after deductible Up to 45 days per calendar year
Hospice Care	100% after deductible
Home Health Care	100% after deductible

Surgical services

Benefits	
Surgery - includes all related surgical services and anesthesia.	100% after deductible
Voluntary Sterilization of Male Reproductive Organs - see Preventive Services for Voluntary Sterilization of Female Reproductive Organs	50% after deductible
Elective Abortion (One procedure per two-year period of membership)	Not Covered
Human Organ Transplants (subject to medical criteria)	100% after deductible
Reduction Mammoplasty (subject to medical criteria)	50% after deductible
Male Mastectomy (subject to medical criteria)	50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	50% after deductible
Orthognathic Surgery (subject to medical criteria)	50% after deductible
Weight Reduction Procedures (subject to medical criteria) - Limited to one procedure per lifetime	50% after deductible

Behavioral health services (mental health and substance use disorder treatment)

Benefits	
Inpatient Mental Health Care	100% after deductible
Residential Substance Use Disorder	100% after deductible
Outpatient Mental Health Care includes online and telemedicine visits Note: For diagnostic and therapeutic services, see the Diagnostic Services section above for applicable cost sharing.	100% after deductible
Outpatient Substance Use Disorder	100% after deductible

Autism spectrum disorders, diagnoses and treatment

Benefits	
Applied behavioral analysis (ABA) treatment Note: Prior to seeking ABA treatment, the member must be evaluated by an interdisciplinary team including, but not limited to, a physician, behavioral health specialist, and a speech and language specialist for the services to be authorized. This interdisciplinary evaluation can be performed at an approved autism evaluation center (AAEC)	100% after deductible
Outpatient physical therapy, speech therapy and occupational therapy for autism spectrum disorder. Unlimited visits for PT/OT/ST with autism spectrum disorder diagnosis.	100% after deductible
Other covered services, including mental health services, for autism spectrum disorder	See your outpatient mental health, medical office visit and preventive benefit.

Appendix E: Benefits Summary (Continued)

Other services	
Benefits	
Allergy Testing and Therapy	100% after deductible
Allergy Injections	100% after deductible
Chiropractic Spinal Manipulation - when referred	100% after deductible Limited to 30 visits per calendar year
Rehabilitative Services -subject to meaningful improvement within 90 days	100% after deductible Rehabilitative outpatient physical and occupational therapy - limited to a combined benefit maximum of 30 visits per calendar year. Rehabilitative outpatient speech therapy - limited to 30 visits per calendar year.
Habilitative Services	100% after deductible Habilitative outpatient physical and occupational therapy - limited to a combined benefit maximum of 30 visits per calendar year Habilitative outpatient speech therapy - limited to 30 visits per calendar year
Outpatient Cardiac and Pulmonary Rehabilitation	100% after deductible Cardiac and pulmonary rehab limited to 30 visits combined per calendar year
Infertility Counseling and Treatment	50% after deductible (excludes in-vitro fertilization)
Durable Medical Equipment	50% after deductible
Prosthetic and Orthotic Appliances	50% after deductible
Diabetic Supplies	100% after deductible
Note: Certain diabetic supplies are covered through the pharmacy benefit. Applicable pharmacy cost-sharing will apply.	
Pediatric Vision - Eye exam and prescription glasses (chosen from a select collection) limited to once per calendar year through the last day of the year in which an individual turns 19.	100%
Hearing Aid	Not Covered
Prescription drugs	
Benefits	
Preferred Generic Tier	\$15 copay after deductible
Nonpreferred Generic Tier	\$40 copay after deductible
Preferred Brand Tier	\$80 copay after deductible
Nonpreferred Brand Tier	\$100 copay after deductible
Preferred Specialty Tier	20% coinsurance (max \$200) after deductible
Nonpreferred Specialty Tier	20% coinsurance (max \$300) after deductible
Contraceptives	Women's Contraceptives - Preferred Generic - 100%, Non-Preferred Generic- Copayment/Coinsurance above applies after deductible, Preferred Brand -Copayment/Coinsurance above applies after deductible, Non-Preferred Brand - Copayment/Coinsurance above applies after deductible
Drugs for the Treatment of Sexual Dysfunction, Weight Loss, Cough & Cold	Not covered

Appendix E: Benefits Summary (Continued)

Prescription drugs (continued)	
Benefits	
Mail Order Prescription Drugs	30 day supply or less - applicable tiered copay/coinsurance, 31-90 day supply - 3x's the 30 day copay/coinsurance minus \$10 after deductible
Diabetic Supplies	Select diabetic supplies and equipment are covered, applicable cost sharing will apply. Cost sharing may not apply to certain preferred glucometers as defined on the drug list.
Specialty Drug Pharmacy	Specialty drugs are covered only when purchased through the BCN Exclusive Pharmacy Network for Specialty Drugs
Variable Cost Share Coupon Program	Your plan includes a prescription drug discount program for certain medications. When a manufacturer coupon is used through the BCN discount program, the amount paid after the discount applies toward the out of pocket maximum.
Prescription Drug Deductible	Prescription drug deductible integrated with the medical deductible
Custom Select Drug List	The list of prescription drugs that have been approved by the U.S. Food and Drug Administration and approved by the BCBSM/BCN Pharmacy and Therapeutics Committee. The list represents the clinical judgment of Michigan physicians, pharmacists and other experts in the diagnosis and treatment of disease and promotion of health. Medications are selected based on clinical effectiveness, safety and opportunity for cost savings. Some drugs included in the Custom Select Drug List require prior authorization and/or step therapy by BCN before they are covered. The Custom Select Drug List may be modified by BCN as needed to remove or add a covered drug or to modify the requirements for authorization of a covered drug. The list may be found at https://www.bcbsm.com/druglists

For Internal Purposes Only
 Benefits Selected - HDHPSM : 2500HD,450MHD,90D3X,P1548D,PVSN,RXVAR

Appendix E: Benefits Summary (Continued)



Saugatuck Township Fire District AOA-0000253595 Dental Coverage (Pediatric) Effective Date: On or after December 2024 Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Coverage determination: Claims are subject to dental necessity verification and availability of dental benefits when they are processed, as well as the terms and conditions of the applicable BCBSM certificates and riders.

Note: Pediatric members are members who are 18 years of age or younger on the group's renewal date. They will receive pediatric dental benefits up to the group's renewal date after they turn age 19.

Dentist information

With Blue Dental PPO, you can choose any licensed dentist anywhere. However, you'll get the best coverage and save the most money when you choose a Tier 1 PPO (in-network) dentist.

You have outstanding access to thousands of Tier 1 PPO dentists across the country through the Blue Dental PPO network. Tier 1 PPO dentists agree to accept our PPO approved amount as full payment for covered services, so you'll pay your applicable coinsurance and deductible amounts. To find a Tier 1 PPO dentist near you, log into your member account at bcbsm.com or call 1-888-826-8152.

If you go to a non-PPO dentist, you can still save money by choosing a Tier 2 participating non-PPO (out-of-network) dentist. Tier 2 dentists participate with us on a "per claim" basis through our Blue Par Select (BPS) arrangement. They accept our BPS approved amount as full payment for covered services, so you'll pay your applicable coinsurance and deductible amounts. To find a Tier 2 participating non-PPO dentist near you, log into your member account at bcbsm.com. You should ask your dentist if they participate with BCBSM before every treatment.

Note: If you go to a nonparticipating dentist, you are responsible for any difference between our approved amount and the dentist's charge.

Member's responsibility (deductible, coinsurance and dollar maximums)	
Benefits	Coverage
Deductibles	\$25 per member, \$50 for two members, \$75 per family per calendar year
Coinsurance (percentage of BCBSM's approved amount for covered services)	20%
• Class I services	
• Class II services	50%
• Class III services	50%
• Class IV services	Not covered
Dollar maximums	None
• Annual maximum for Class I, II and III services	
• Lifetime maximum for Class IV services	Not applicable

BD-PEDS;BDPED OPM\$400;BDPPO60/50/50

Appendix E: Benefits Summary (Continued)

Benefits	Coverage
Out-of-pocket maximum <ul style="list-style-type: none"> The maximum out-of-pocket expense pediatric members will pay in a calendar year for deductible and coinsurance amounts applied to most covered in-network dental services. The out-of-pocket maximum does not apply to charges that exceed our approved PPO fee, services provided by non-PPO dentists, or non-covered services. 	\$400 for one pediatric member or \$800 for two or more pediatric members per calendar year. Note: This out-of-pocket maximum is separate from the annual out-of-pocket maximum that applies under your hospital and medical coverage (if any).

Plan's responsibility

The plan's responsibility is subject to a review of the reported diagnosis, dental necessity verification and the availability of dental benefits at the time the claim is processed, as well as the conditions, exclusions and limitations, and deductible and coinsurance requirements under the applicable BCBSM certificates and riders.

Class I services

Benefits	Coverage
Most diagnostic and preventive services: <ul style="list-style-type: none"> Routine oral examinations/evaluations - twice per calendar year Prophylaxes (cleanings) - three times per calendar year Fluoride treatments or topical fluoride varnishes- twice every calendar year for members to the end of the month of their 19th birthday Sealants - once per fully erupted first and second permanent molar every 36 months for members to the end of the month of their 16th birthday 	80% of approved amount
Bitewing X-rays -one set (up to four films) per calendar year	80% of approved amount
Oral brush biopsy sample collection -twice per calendar year	80% of approved amount

Class II services

Benefits	Coverage
Other diagnostic and preventive services: <ul style="list-style-type: none"> Diagnostic tests and laboratory examinations Space maintainers - for missing posterior primary teeth for members to the end of the month of their 15th birthday 	50% of approved amount after deductible
Panoramic or full-mouth X-rays -once per 60 months	50% of approved amount after deductible
Emergency palliative treatment	50% of approved amount after deductible
Minor restorative services: <ul style="list-style-type: none"> Amalgam and resin-based composite fillings and fillings of similar materials - once per tooth and surface per 48 months for permanent teeth; once per tooth and surface per 24 months for primary teeth Recementation or repair of posts, crowns, veneers, inlays and onlays - three times per tooth per calendar year 	50% of approved amount after deductible
Simple and surgical extractions of non-impacted teeth	50% of approved amount after deductible
Non-surgical endodontic services: <ul style="list-style-type: none"> Root canal treatments - once per tooth per lifetime (retreatment of a root canal is payable once per tooth per lifetime) Therapeutic pulpotomies or pulpal debridement Vital pulpotomies on primary teeth Apexification 	50% of approved amount after deductible
Non-surgical periodontic services: <ul style="list-style-type: none"> Periodontal maintenance - three times per calendar year in place of routine dental prophylaxis Periodontal scaling and root planing - once per quadrant per 24 months 	50% of approved amount after deductible
Adjustments, repairs, relines, rebases and tissue conditioning for removable prosthetic appliances: <ul style="list-style-type: none"> Relines or rebases of partial dentures or complete dentures - once per 36 month per arch Tissue conditioning - once per 36 months per arch 	50% of approved amount after deductible

BD-PEDS;BDPED OPM\$400;BDPPO80/50/50

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Appendix E: Benefits Summary (Continued)

Benefits	Coverage
Adjunctive general services:	50% of approved amount after deductible
• General anesthesia or IV sedation	
• Office visits after regularly scheduled hours	50% of approved amount after deductible

Class III services

Benefits	Coverage
Major restorative services:	50% of approved amount after deductible
• Onlays, crowns and veneers - once per permanent tooth per 60 months	
• Substructures, including cores and posts	50% of approved amount after deductible
Oral surgery services:	50% of approved amount after deductible
• Surgical exposure and facilitation of eruption of unerupted teeth	50% of approved amount after deductible
• Incision and drainage of cellulitis or fascial space abscesses of intraoral soft tissue	50% of approved amount after deductible
• Removal of exostoses (excess bony growths of the upper and lower jaw)	50% of approved amount after deductible
• Excision of hyperplastic tissue per arch	50% of approved amount after deductible
• Soft tissue biopsies	50% of approved amount after deductible
• Frenulectomies	50% of approved amount after deductible
Surgical endodontic services:	50% of approved amount after deductible
• Apical surgery on permanent teeth	50% of approved amount after deductible
• Hemisections - once per tooth per lifetime	50% of approved amount after deductible
Surgical periodontic services:	50% of approved amount after deductible
• Gingivectomy and gingivoplasty	50% of approved amount after deductible
• Clinical crown lengthening - hard tissue	50% of approved amount after deductible
• Gingival flap procedures	50% of approved amount after deductible
• Soft tissue grafts	50% of approved amount after deductible
Prosthetic services:	50% of approved amount after deductible
• Complete dentures - once per 84 months	
• Removable partial dentures and fixed partial dentures (bridges), including abutment crowns and pontics - once per 84 months for members age 16 and older only	50% of approved amount after deductible
• Recementation and repairs of bridges	50% of approved amount after deductible
• Stayplates to replace recently extracted permanent anterior (front) teeth	50% of approved amount after deductible

Class IV services

Benefits	Coverage
Orthodontics and related services	Not covered

BD-PEDS;BDPED OPM\$400;BDPPO60/50/50

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):

- | | | |
|---|-------------|------------------|
| <input type="checkbox"/> Initial Supervisor | Name: _____ | Signature: _____ |
| <input type="checkbox"/> Secondary Supervisor | Name: _____ | Signature: _____ |
| <input type="checkbox"/> Subordinate Employee | Name: _____ | Signature: _____ |
| <input type="checkbox"/> Union Representative | Name: _____ | 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).
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Appendix G: Contribution Addendum for MERS Defined Contribution (Continued)

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

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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.

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(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.

*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