AGREEMENT BETWEEN

CHELSEA AREA FIRE AUTHORITY

AND

CHELSEA FIRE FIGHTERS, LOCAL 1889/ MICHIGAN ASSOCIATION OF FIRE FIGHTERS

January 22, 2024 - December 31, 2027

# AGREEMENT

This AGREEMENT, made and entered into as of the 22nd day of January, 2024 by and between the CHELSEA AREA FIRE AUTHORITY, an authority incorporated under PA 57 of 1988 located at 200 W. Middle Street, Chelsea, Michigan, 48118, hereinafter called the "EMPLOYER" and the MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF)/CHELSEA FIRE FIGHTERS, LOCAL 1889, located at 667 E. Big Beaver, Suite 109, Troy, Michigan 48083, hereinafter referred to as the "ASSOCIATION".

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining and other terms and conditions of employment with respect to rates of pay, wages, hours of employment, handling of disputes, and all other terms and conditions during the term of this agreement of all Chelsea Area Fire Authority full-time and paid-on-call firefighters excluding the fire chief, fire investigator, elected and/ or appointed officials and all other employees of the Chelsea Area Fire Authority.

## ARTICLE 1 PURPOSE

It is the purpose of this agreement to reduce to writing the total understanding of the parties regarding wages, benefits and working conditions of employees of the employer covered by this agreement, and that all such understandings are written to be mutually binding. The agreements concerning wages, benefits and working conditions expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the employer without limit or exception, including but not limited to, employer pension programs, wage statements, fringe benefits statements or employee personnel booklets. All employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this agreement are hereby specifically and expressly waived by the association.

## ARTICLE 2 MANAGEMENT RIGHTS

It is recognized that the government and management of the employer, control and management of its properties, and the maintenance of authority functions and operations are reserved to the Employer and that all lawful prerogatives of the employer shall remain and be solely the employer's right and responsibility, except as limited by law. Nothing in this agreement shall be construed as to limit or impair the right of the Employer to exercise its own discretion, except as specifically restricted herein. Such rights and responsibilities belonging solely to the employer are hereby recognized, prominent among which, but by no means wholly inclusive, are: All rights involving public policy, the rights to decide the number of employees, to

create or eliminate positions, work normally performed within the unit, the right to hire, lay-off, assign, transfer and promote employees; to determine the qualifications of employees; to determine and redetermine job content; to make such reasonable rules and regulations not in conflict with this agreement as it may from time to time deem best for the purposes of maintaining order, safety and/ or effective operations, and after advance notice thereof to the Association and employees, to require compliance therewith by employees; the right to discharge or discipline for just cause and to maintain discipline and effectiveness of employees; to make and change reasonable rules, regulations, and orders which are not inconsistent with the terms and provisions of this agreement; the scheduling of work, methods of departmental operations, the selection, procurement, designing, engineering, purchasing, and control of equipment, supplies and materials, the right to determine the size of the management organization, its functions, authority, amount of supervision, table of organization; to develop and amend mutual aid agreements with other agencies and organizations, to determine training requirements and training methods, and the right to contract for services by others so long as it does not cause the layoff of bargaining unit members. The employer shall at all times operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with the Pre-Incorporation and Fire Administrative Board Agreement, Articles of Incorporation and any subsequent Amendments. The employer shall have all other rights and prerogatives, except those rights, powers, functions and prerogatives that are limited by law or by specific provisions of this agreement.

## ARTICLE 3 ASSOCIATION SECURITY

SECTION 1 The employer and the union agree they will not discriminate against any employee because the Employee voluntarily chooses to be a member of the union or to otherwise pay fees to the Union for bargaining and defending the collective bargaining agreement; nor will the employer or the union discriminate against any employee who chooses not to be a member of, or to pay dues/fees to the Union.

SECTION 2 Upon being hired into a bargaining unit position, a new member will be offered the choice to join or not join the union. If an Employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct union dues/fees to become effective the first payday of the month following the Employee's completion and submission of the dues authorization form.

SECTION 3 All dues authorization forms shall comply with respective state and federal laws and shall be filled with the employer, who may return an incomplete or incorrectly completed form to the employee for correction prior to any deductions until such deficiency is corrected.

SECTION 4 If the employee chooses to withdraw his/her dues authorization, the employee shall notify both the employer and the Michigan Association of Fire Fighters of said decision. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn.

SECTION 5 Should an employee opt-out of Union membership, his/her return to union membership shall be at the sole discretion of the Michigan Association of Fire Fighters.

SECTION 6 The parties agree that should the right-to-work decision be overturned or modified, the parties will meet and bargain over amending this section of the collective bargaining agreement.

## ARTICLE 4 ASSOCIATION DUES AND FEES

SECTION 1 AUTHORIZATION CARD AVAILABILITY Association "Voluntary Authorization for Deduction of Association Dues or Service Charge" forms, as provided by the Association as Attachment A to this Agreement, shall be made available to new employees by the Employer as part of the hiring documents during the hiring process. A copy of the Association "Voluntary Authorization for Deduction of Association Dues or Service Charge" form, when signed, is to be promptly delivered to the Michigan Association of Fire Fighters.

SECTION 2 NAMES OF EMPLOYEES Thirty (30) days after the effective date of this Agreement, the Employer shall furnish a seniority list to the Association of all employees covered by this Agreement and shall thereafter notify the Association of any additions or deletions to said seniority list in a timely manner based on any changes.

SECTION 3 CHECK-OFF The employer will deduct from the pay of any employee, association or non-association, all current and past dues and/ or initiation fees and/ or service charges of the association; provided, however, that the association presents to the employer authorizations, in the form attached hereto as Attachment A, signed by such employees, allowing such deductions and payment to the association. The association will notify the employer in writing of any past dues or initiation fees before the deduction is made. All deductions shall be made equally from each of the employee's first and second pay of each month (24 pays total). A check for all sums deducted under this section shall be forwarded to the Michigan Association of Fire Fighters not later than the tenth (10) of the following month along with a list of the employees who have paid. This amount shall also include an additional amount of $10.00 per first 2 pays to be reimbursed to the local association through a direct deposit or check made out to the Local 1889 Association.

SECTION 4 CHECK-OFF SCHEDULE The Employer, on its own form, will furnish the Michigan Association of Fire Fighters, a schedule of names and amounts of deductions each month. Simultaneously, it will notify the Michigan Association of Fire Fighters of each employee's date of hire and other applicable and pertinent information concerning an employee that is laid-off, discharged, transferred to an excluded classification, quit, cleared for other reasons such as leave of absence, recalled, returned from a leave or rehired.

SECTION 5 CHECK-OFF AUTHORIZATION During the term of this Agreement, the "Voluntary Authorization for Deduction of Association Dues or Service Charge" form, Attachment A, supplied by the Association shall be used for the purpose of dues and initiation fees.

SECTION 6 AUTHORIZATION FOR AMOUNTS Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Michigan Association of Fire Fighters regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/ or initiation fees.

SECTION 7 INDEMNIFICATION The association shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the employer for the purpose of complying with the provisions of this Article. The association shall select legal counsel of their choice to represent either party and also agrees to pay any and all costs of either party should any legal action arise associated with this article.

## ARTICLE 5 ASSOCIATION STEWARDS

SECTION 1 The association shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided for in this agreement. Such resolved grievances shall be final and binding on the employees, the association and the employer.

SECTION 2 Local 1889 shall elect a president, vice president/treasurer and Secretary. These officers shall be responsible for the following duties and activities with the Authority:

A. Investigation and presentation of grievances.

B. Transmission of messages and information, which shall originate with and are authorized by the Local 1889 or its officers.

C. Communicating with MAFF representatives and/or legal counsel regarding Local 1889 business and/ or grievances.

D. Attending meetings which relate to grievances, mediation, arbitration, fact-finding, unfair labor practice hearings or court proceedings with no loss in pay if they are scheduled to work.

SECTION 3 Not more than four (4) members of Local 1889 appropriately designated to perform Association work shall be placed on the run sheet for a period of not less than one (1) hour for any run they miss while fulfilling their responsibilities at contract bargaining sessions or grievance processing or the administration of this agreement with the employer.

SECTION 4 Local 1889 shall notify the Employer of the names and titles of their representatives within one (1) week after their appointment. No representatives will be permitted to act as such until the Employer is advised (in writing or email) that the person has become a representative.

SECTION 5 Local 1889, in contract negotiations, may be represented by not more than four (4) Local 1889 representatives without loss of pay if scheduled to work. In addition, the employer and the association may be represented in contract negotiations by counsel and/ or employer /MAFF representatives.

## ARTICLE 6 NO STRIKE OR LOCKOUT

SECTION 1 Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes by public employees are illegal under Michigan Public Act 336 of 1947, and refusal to provide full and complete services to the public is not in the best interests of the public or the Chelsea Area Fire Authority, it is agreed that there shall at no time be strikes, slow-downs, tie-up of equipment, walk-outs or other deliberate withholding of services by members of the association, or any practice other than normal activities for the purpose of influencing contract negotiations or grievance settlements, either individually or collectively. Employees in violation of this section shall be subject to discipline up to and including discharge.

SECTION 2 In the event of any violation of Section 1 of this article, the association shall immediately instruct the involved employees, in writing, that their conduct is in violation of this agreement; and that all such persons shall immediately cease the offending conduct. In the event of such work interference, upon notification from the employer, the association shall instruct the employee(s) involved that their activities are in violation of the Agreement, and that they may be disciplined up to and including discharge.

The employer shall have the right to discipline or discharge any Employee participating in any such interference, and the Association agrees not to oppose such action when properly taken. It is understood, however, that the association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

SECTION 3 The employer will not lock out employees during the term of this agreement.

## ARTICLE 7 SENIORITY

SECTION 1 DEFINITION Seniority shall be determined as the length of service from the most recent date of hire into the CAFA bargaining unit with paid-on call and full-time employees having separate lists. Employees shall acquire seniority upon successful completion of their probationary period, which shall date back to their most recent date of hire. New employee's probation period shall be for one (1) year from their most recent date of hire. During the probationary period the employee shall work at the will of the Employer and may be terminated with or without cause. Probationary employees shall be represented by the association for all matters, however, for any discipline or discharge the probationary employee shall not have access to the grievance procedure. There shall be no seniority amongst probationary employees. The Employer shall have no responsibility for the re-employment of a discharged probationary employee. An employee's probationary period may be extended for a maximum period of six (6) months.

SECTION 2 MAINTENANCE OF LISTS The Employer shall maintain separate up-to-date seniority and rate of pay records for all paid-on-call and full-time employees. The Employer will notify

the Association, in writing, of any changes in, or additions to, such seniority and rate of pay lists within thirty (30) days of the change or addition as well as annually and provide copies to the Association.

SECTION 3 BREAKING TIES IN SENIORITY In the case of two (2) or more employees achieving seniority on the same day, final score will be utilized first. In case of a tie at that point, seniority shall be determined by application date.

SECTION 4 LAYOFF AND RECALL The word "layoff" means a reduction in workforce. When layoffs occur, the following procedures will be applicable:

A. Probationary employees shall be laid-off first.

B. Full-time employees will be laid off based on lowest seniority to highest seniority.

C. When increases in employment occur, seniority employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.

SECTION 5 LAYOFF NOTICE In the event of a layoff, employees shall be given twenty-eight (28) days' notice of layoff. An employee on layoff shall be given twenty-eight (28) days' notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed, in writing, and mailed first class to the address last provided to the Employer by the employee. The employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

SECTION 6 LOSS OF SENIORITY An employee shall lose seniority and his/her name shall be immediately removed from the seniority list for any of the following events:

A. The employee quits;

B. The employee is discharged for just cause and the discharge is not reversed;

C. The employee obtains a Leave of Absence under false pretenses or fails to report to work within three (3) working days after expiration of an approved leave of absence, unless a satisfactory reason for such failure is given;

D. The full-time employee is absent for three (3) consecutive regularly scheduled working days without notification to the Employer;

E. The employee retires;

F. The employee is laid-off for a period of two (2) years or the length of seniority, whichever is less.

SECTION 7 POC SENIORITY

A. A POC employee who works the minimum of 4 shifts per month/12 shifts per 3 months for one calendar year, will accrue ¼ year of seniority credit toward a full time position with CAFA. (See Article 22 for POC working conditions for seniority).

## ARTICLE 8 GENERAL

SECTION 1 3 printed and bound copies of this agreement shall be provided to Local 1889 and will also be placed electronically on the CAFA server in the public folder.

SECTION 2 The employer shall allow Local 1889 to schedule Local 1889 meetings for its members on the employer's property. Such meetings shall not be disruptive of the duties of the employees or the efficient operations of the Chelsea Area Fire Authority, within the discretion of the fire chief.

The employer agrees to allow reasonable use of Chelsea Area Fire Authority copiers, printers, paper, ink, scanners, computers, communication devices as well as general office and station supplies for the necessary function of Local 1889.

The Employer also agrees to allow Local 1889, with the fire chief's approval, the reasonable use of Chelsea Area Fire Authority property, apparatus and equipment for the betterment of the Community, Chelsea Area Fire Authority and Local 1889 /MAFF. At no time shall Local 1889/MAFF's use of this property, apparatus and equipment or activities be disruptive to emergency services. The fire chief shall not deny any reasonable request made by Local 1889/MAFF.

SECTION 3 The employer shall provide a bulletin board in all staffed fire stations for use by employees to post association notices and information pertaining to the fire department. This bulletin board, or any Association communication posted thereon, shall not be disturbed by any official of the Employer. The president of the Local 1889 or his/her designee shall be responsible for the content of the matter posted on, said bulletin board.

The association agrees to only post notices concerning elections, meetings, reports and other official Association business, and notices of social and recreational activities.

The association agrees that in no event shall such notices be politically partisan, derogatory or critical of the employer, or the employer's officers, agents, supervisors, employees or departments, nor shall such notices be derogatory or critical of the services, techniques or methods of the employer.

It is further agreed that all notices including those posted by the Association as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees.

SECTION 4 An employee shall be permitted to review his /her personnel file and to take such other action as provided for in accordance with the Bullard-Plawecki Employee Right-To-Know Act, MCLA 423.501 et seq.

SECTION 5 A copy of all policies, procedures, guidelines, directives and memos will be given to the president of Local 1889 and the MAFF representative.

SECTION 6 No member of Local 1889 will be subject to disciplinary action for taking part in

political or union related activity when not on duty and out of uniform.

SECTION 7 The employer shall defend and hold harmless a member against whom a claim or civil suit is brought by third parties for any act, action or omission, arising in the course of his/her employment.

SECTION 8 All personnel shall follow the chain of command, which is as follows (highest to lowest): fire chief, assistant fire chief, captains, lieutenants and firefighters. Employees, except for Association representatives, shall not have direct contact with Chelsea Area Fire Authority Board members regarding work related matters without making a written request through the chain of command to the Fire Chief for his/her approval. Chelsea Area Fire Authority Board members shall not have direct contact with employees regarding work related matters without first going through the fire chief.

SECTION 9 There are no understandings or agreements or past practices, which are binding on either the Employer or the association other than the written agreements enumerated or referred to in this agreement. No further agreement shall be binding on either the employer or the association until it has been put in writing and signed by both the employer and the association as either an amendment to this agreement or a letter of understanding signed by both parties.

SECTION 10 The association agrees that at no time will it or any of its members solicit or collect monies of a political nature on employer time. This shall not however prevent association members, with the fire chief's approval from selling key-boxes, reflective address signs, t-shirts or other items, which identify the Chelsea Area Fire Authority and/or Local 1889/MAFF.

SECTION 11 Employees may ask for a review of any department wide policy, procedure, guideline, directive or memo by submitting said request in writing through the proper chain of command.

SECTION 12 Employees shall be permitted to voluntarily trade hour for hour with other Employees, with the fire chief's or their designee's approval, so long as the trade does not create overtime or conflict with any other part of this Agreement. Trades will be allowed as long as the two parties are able to meet the qualifications of each other's responsibilities.

## ARTICLE 9 GRIEVANCE PROCEDURE

SECTION 1 A grievance is an alleged violation of a specific article or section of this agreement. If any such grievance arises during the term of this agreement, it shall be submitted in accordance with the following grievance procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the association. Either party to the agreement, an employee or group of employees, or the association on behalf of a group of employees may file a grievance, provided however, that the department has given the association notice and an opportunity to be present during any hearings/meetings. In no event

shall any such adjustment be contrary to or inconsistent with the terms of this CBA or any other written agreement between the department and the association. Any employee filing a grievance and any steward presenting a grievance shall be allowed time off from work with pay if scheduled to work at all steps of the grievance procedure.

SECTION 2 All grievances shall be handled in accordance with the following steps:

STEP 1 Prior to filing a formal grievance, the employee or his/her Association representative shall attempt to settle the grievance at the department level. If the parties are unable to informally resolve the matter, a formal written grievance including a detailed statement of the nature of the violation of the contract alleged, citation of the specified articles of the contract involved, together with the facts giving rise to the grievance and the relief requested, will be signed by the aggrieved and filed within fourteen (14) calendar days of the occurrence or knowledge of the occurrence out of which the grievance arises, or within fourteen (14) calendar days after the aggrieved should have reasonably been aware that an incident occurred that gave rise to the alleged violation.

STEP 2 A formal written grievance shall be submitted to the fire chief or his designee. The fire chief or his/her designee shall return a written answer to the aggrieved and the association steward within fourteen (14) calendar days.

STEP 3 In the event that the decision rendered in Step 2 is not satisfactory to the aggrieved employee, either the aggrieved or the Association (on behalf of the aggrieved) shall submit an appeal within fourteen (14) calendar days of the decision in Step 2 to the Authority's Chairperson of the Board. The Board's Chairperson shall meet within twenty-eight (28) calendar days with the aggrieved employee, Local 1889 steward and the MAFF representative at a time and date mutually agreeable to the parties. The Board's Chairperson shall consider the matter and will give a written reply to MAFF, Local 1889 and the grievant within fourteen (14) calendar days of such meeting.

STEP 4 In the event the decision rendered in Step 3 is not satisfactory to the aggrieved employee, the Association (on behalf of the aggrieved) may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Services. The request for a list of arbitrators and the list submitted by the Federal Mediation and Conciliation Services shall be confined to arbitrators residing in the State of Michigan. Said list shall contain the names of at least seven (7) arbitrators. The hearing shall be conducted in accordance with the voluntary rules and regulations of the American Arbitration Association. In discharge or discipline matters, the arbitrator shall have the authority to determine guilt or innocence and assess the degree of penalty. The arbitrator shall have no power or authority to alter, amend, add to or subtract, from the terms of this agreement. The arbitrator will not consider any evidence submitted by either party, which was not produced in the grievance procedure unless such evidence was not then available or known to the party submitting the same. The arbitrator's decision shall be final and binding on the

employee(s), the association and the employer and the cost of any arbitration proceeding under this provision shall be borne equally between the association and the employer, except each party shall pay the expense of its own witnesses.

SECTION 3 Grievances regarding suspension or discharge shall start with Step 2 of the Grievance Procedure. All claims for back wages shall be limited to the amount of wages that the aggrieved employee would otherwise have earned, less any unemployment compensation.

SECTION 4 If, at any step of the grievance procedure, the employee or the Association is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled based on the Employer's last answer. If the employer fails to answer the grievance within the prescribed time limits, the grievance shall automatically be granted to the employee or the association based on the requested settlement. The employer and association may extend the time limits established in the grievance procedure by executing a written extension.

SECTION 5 During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, subject to both parties and the arbitrator acting in full compliance with the requirements of the Open Meetings Act, being Act 267, PA of 1967, Section 15.261, et seq, MCLA, to the degree any of the provisions thereof are applicable.

SECTION 6 An agreement reached between the employer and the association is binding on all parties affected and cannot be changed by any individual.

SECTION 7 There shall be no reprisals of any kind by the association or the employer taken against the grieving employee, any party in interest or any other participant in the procedure set forth here by reason of such participation, but the foregoing shall not be interpreted to mean that the employer waives any discipline of the grieving employee for the transactions or occurrences of which the grievance arose.

SECTION 8 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file kept by the authority.

SECTION 9 Any disciplinary action taken against probationary employees shall not be subject to the Grievance Procedure.

SECTION 10 If the required response of any step falls on a Saturday, Sunday, or holiday, as defined in this Agreement, the time frame will automatically be extended to the next regular business day.

## ARTICLE 10 DISCIPLINE

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 1 Whenever a member of Local 1889 is under investigation or subject to examination or questioning by a commanding officer for any reason which could lead to disciplinary action or charges, such investigation or questioning shall be conducted under the following conditions:

A. The employer will advise both the association and the accused employee of all allegations prior to any questioning when a complaint has been lodged against him or her. The accused employee may elect to have a Local 1889 Steward present with him/her at the time of questioning.

B. The questioning shall be conducted on an as needed basis.

C. The member under investigation shall be informed of the nature of the investigation prior to any questioning.

D. The member under investigation shall not be subjected to nor use abusive language. No promise or reward shall be made as an inducement to answer any questions, nor shall his/her name, home address or photograph be given to the press or news media without his/her consent.

E. If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights (including Garrity) prior to the commencement of any questioning.

F. In appropriate circumstances a member may be suspended with or without pay, pending official action and/ or investigation.

G. No member of Local 1889 shall be required to subject himself/herself to a polygraph examination.

H. No member of Local 1889 shall be subjected to disciplinary action for failure to reveal his/her testimony while appearing before a state or federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.

I. The employer shall provide the association with all documentation relied upon to take disciplinary action.

J. Discipline administered hereunder shall be barred if the basis thereof occurred, or was reasonably discoverable, more than twenty-eight (28) days prior to the proposed discipline unless an active investigation of purported inappropriate conduct is in process, in which case said discipline will be barred twenty-eight (28) days subsequent to the close of said investigation. In the case of investigations, the Employee shall be notified when the

investigation is opened and closed and whether disciplinary action is being considered.

SECTION 2 When imposing discipline, the Employer can only take into consideration previous discipline that has occurred within the last year unless the employee receives any similar additional discipline and then the year period runs from the date of the last discipline.

SECTION 3 Cause for Discipline or Discharge. No member of this bargaining unit, not on probation, shall be disciplined, up to and including discharge, except for just cause. While it is not possible to detail, in this contract, specific discipline for every contingency, it is understood that discipline imposed shall be reasonable.

SECTION 4 Employee File Any discipline shall be removed from an employee's file eighteen (18) months subsequent to the date of such discipline, provided that no like offense is committed by the employee during that time.

SECTION 5 Notification of Discipline or Discharge When any employee is reprimanded, discharged or suspended, the employer shall notify the steward in writing of said action taken. Said notification is to be delivered to the steward within five (5) working days after imposition of said reprimand, discharge or discipline. Provided, however, that failure to give such notice shall not affect the validity of such reprimand, discharge or discipline.

SECTION 6 Property Retrieval A discharged or disciplined employee required to leave the premises shall be given a reasonable opportunity to retrieve any personal property along with the fire chief and Local 1889 president or their designees.

SECTION 7 Appeals from Reprimand, Discharge or Discipline. Should the reprimanded, discharged or disciplined employee or the Association consider the reprimand, discharge or discipline to be improper, a complaint shall proceed to the grievance procedure, within the time limits provided therein.

## ARTICLE 11 MUTUAL AID AGREEMENTS

SECTION 1 The association and the employer recognize the importance and necessity of mutual aid agreements. It is also agreed that abuses should not occur in the implementation and response of said mutual aid agreements. It shall be the sole determination of the mutual aid governing body to determine whether or not any abuses of mutual aid have occurred.

## ARTICLE 12 NON-BARGAINING UNIT EMPLOYEE

SECTION 1 Non-Local 1889 employees shall not perform work regularly assigned to an employee covered by this agreement, which will deprive said employee(s) of his/her regular job. However, nothing in this section is intended to prevent or restrict the fire chief from performing work, which he/ she has done prior to the date of this agreement.

## ARTICLE 13 SAFETY

SECTION 1 The prevention and reduction of accidents, injuries, exposures and occupational illness shall be a primary consideration at all times. The Employer will not adopt any policy or standard in conflict with federal or state law, which is not superior or represents a higher degree of safety.

SECTION 2 The employer will provide required protective clothing and equipment and will ensure that it is maintained and up to date in accordance with manufacturers' instructions, recommendations and MIOSHA Standards.

SECTION 3 In the event an employee shall claim the protective clothing and equipment furnished by the employer is unsafe for use in the performance of his/her assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of his/her supervisor, in writing. If the reported complaint is not satisfactorily resolved by the supervisor, the employee may exercise his/her right by direct recourse to the grievance procedure as provided for in this agreement.

SECTION 4 All grievances and disagreements relating to this article shall be instituted at Step 2 of the grievance procedure.

SECTION 5 The Employer may require (or an Employer may request) Critical Incident Stress Debriefing after duty related incidents causing a high degree of stress due to deaths or injuries of citizens or fire fighters. The employer shall be responsible for choosing the provider of this service.

## ARTICLE 14 APPARATUS AND EQUIPMENT TESTING

SECTION 1 To maintain safety and compliance with the law and the manufacturer's standards for all apparatus and equipment, testing shall be performed by a trained, competent and certified individual. If an employee of the Chelsea Area Fire Authority (CAFA) is required to perform this testing of apparatus and equipment they shall be indemnified and held harmless from any and all liability by CAFA. If requested, a copy of all completed apparatus and equipment testing shall be made available to the Chelsea Fire Fighters, Local 1889 President.

## ARTICLE 15 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

SECTION 1 All employees shall be issued the appropriate and necessary uniforms and personal protective equipment (PPE) to professionally and safely carry out all duties and assignments as assigned by the Employer. All issued uniforms and PPE shall comply with Michigan Occupational Safety and Health Administration (MIOSHA) standards and remain the property of the Employer.

SECTION 2 The employer shall supply all full-time employees, upon hiring/promotion (including paid-on-call to full-time and full-time officer positions) or change in uniform standards, the following uniform items: one (1) long sleeve class II (B) shirt, one (1) short sleeve class II (B) shirt (or 2 of the same), one (1) belt, three (3) pairs of pants, three (3) t-shirts, three (3) polo shirts, three (3) job shirts, necessary patches and rank insignias, one (1) badge, one (1) name bar, one (1) inclement weather coat and one (1) pair of on-duty boots compliant to MIOSHA Standards Part 33, PPE R408 .133383, Criteria for protective footwear.

The employer shall supply all paid on-call employees, upon hiring or change in uniform standards, the following items: one (1) long sleeve class II (B) shirt, one (1) short sleeve class II (B) shirt (or 2 of the same), one (1) belt, one (1) pair of pants, one (1) t-shirt, one (1) polo shirt, one (1) job shirt, necessary patches and rank insignias, one (1) badge and one (1) name bar. A paid-on-call Employee, upon successful completion of his/her probationary period, shall be issued the following additional items: one (1) pair of pants, one (1) t-shirt, one (1) job shirt and one (1) inclement weather coat. Full-time employees with one (1) or more years of service and POC employees with four (4) or more years of service with the Chelsea Area Fire Authority are entitled to a complete class I (A) dress uniform, including dress shoes. An employee desiring to be fitted for a class I (A) dress uniform shall submit the request, in writing, to the fire chief. The fire chief shall respond, in writing, to said request within seven (7) days. No Employee shall be required, as a condition of employment and/ or promotion, to obtain a class I (A) dress uniform.

The employer shall supply all full-time employees two (2) complete sets of turnout gear, two (2) pairs of extrication gloves and one (1) portable radio supplied for on duty use only. The employer shall supply all paid-on-call employees one (1) complete sets of turnout gear, one (1) pair of extrication gloves and one (1) portable radio supplied for on duty use only. Turnout gear shall consist of the following structural firefighting items: one (1) coat, one (1) pair of pants with suspenders, one (1) pair of boots, one (1) helmet, one (1) hood, one (1) protective eyewear, one (1) flashlight, one (1) pair of gloves, one (1) accountability tag and hearing protection. All Employees with State of Michigan recognized fireFighter I/II certification shall receive a voice pager for incident notification. This structural firefighting PPE shall be kept up to date and replaced as recommended by the manufacturer and accepted MIOSHA Standards Part 3 3, PPE and Part 74, Fire Fighting. NFPA 1975, 2014 Edition, NFPA 1851, 2014 Edition and NFPA 1977, 2011 Edition shall be used as a reference when considering and selecting Employer supplied uniform/PPE items.

SECTION 3 The employer shall supply all Employees, assigned to a specialty team [Washtenaw County Technical Rescue Team (WCTRT), Washtenaw County Hazardous Materials Response Team (Hazmat) and the Chelsea Area Fire Authority Fire Investigation Team], the appropriate and necessary uniforms and PPE to professionally and safely carry out all duties and assignments as assigned by their respective specialty team's director. Employees requesting specialty team uniform and/ or PPE items shall submit a request, in writing, to the fire chief. The Fire Chief shall respond, in writing, to said request within seven (7) days.

SECTION 4 During the life of this agreement the employer will pay each employee a personal hygiene, bedding, cleaning, work-related equipment (as approved by the fire chief) and uniform replacement allowance of one thousand ($1,000.00) per calendar year. This will be done as a purchase through a CAFA credit card or invoice from an approved vendor. Once the full-time Employee reaches seven hundred ( $700 - $400 toward approved uniforms and $300 in chief approved incidental purchases) or more in purchases of approved uniform items listed above in Section 2, then CAFA will pay the difference out in an allowance to equal the $1,000. This will be paid in the second pay period of January after an audit of each person has been completed for the previous year.

Paid on call employees allowance will be $350/$450 to spend in uniforms. If they obtain $350.00 in purchases, they will get the remaining amount to equal up to a total of $450.00.

For any employee that is hired throughout the calendar year prior to July 1st, the same guidelines above will apply. Any Employee hired on July 1st or later, then that full-time employee will receive $500 with no spending stipulation and a poc employee will receive $300 with no spending stipulations.

SECTION 5 If a uniform or PPE item is damaged in the line of duty so as to render it unfit, or as recommended by the manufacturer, the Employer will replace it without cost to the employee. However, if the employer can prove that the Employee intentionally damaged the item, then the employee shall pay for its replacement.

SECTION 6 Providing that an employee is acting in accordance with established procedures, the Employer will pay up to five-hundred dollars ($500.00) towards the replacement of any personal item or clothing which was lost or damaged while on-duty, at training/ continuing education or during an incident response. A written claim must be submitted to the fire chief or his designee within five (5) days of the loss or damage. The claim must include a written report setting forth the circumstances under which the loss or damage occurred, along with information on the value of the lost/ damaged item and the cost of its replacement/repair. The fire chief will share the report with the three captains (regardless if it is a claim by a captain) and the captains will do a review of the report to see if it is negligence on behalf of the employee. A determination will be made within 7 days of the captains meeting.

## ARTICLE 16 FAMILY ASSURANCE

SECTION 1 LIFE INSURANCE The employer shall provide life insurance to employees in the amount of one-hundred thousand dollars ($100,000.00) This shall be effective upon ratification of this Agreement and the life insurance carrier's acceptance of the terms. It is understood that in addition to the life insurance provided by the Employer, eligible Employees are entitled to the Public Safety Officers' Benefits (PSOB) Act of 1976.

SECTION 2 DUTY RELATED DEATH In the event that a full-time Employee's death is duty related, his/her spouse and/or designated beneficiaries shall continue to receive, for four (4) full months, all pay and benefits as provided and distributed under this Agreement, in addition to the life insurance and PSOB as defined in Section 1 of this Article.

SECTION 3 NON-DUTY RELATED DEATH In the event that a full-time employee's death is not duty related, his/her spouse and/or designated beneficiaries shall continue to receive, for two (2) full months, all pay and benefits as provided and distributed under this Agreement, in addition to the life insurance as defined in Section 1 of this Article.

## ARTICLE 17 - NEW HIRES INVOLVING CAFA POCs

The process for internal paid-on-call FireFighter applicants for a full-time firefighter position will follow the instructions as outlined in the job announcement for new full-time employees. If an external test score (i.e. Schoolcraft College) is needed for an internal candidate, CAFA will pay for one written test score and one physical agility test. If the internal candidate fails the first exam, all other test attempts will be at the cost of the candidate. Internal paid-on-call Firefighter applicants will receive an additional 7 points if they have consistently worked at least an average of 20 hours per month in POC shifts/filling in for full-time shifts. 3 ALS-Paramedic points will be awarded to his/her final score for internal candidates. 2 ALS-Paramedic points will be awarded to any external candidate's final score. For any candidate that receives ALS Paramedic points toward their final score and is hired by CAFA, that license will be a requirement of employment, regardless of agency licensure.

The first part of the process shall be a written exam administered by an outside testing agency. If proctoring is needed, then it will be proctored by the fire chief or his/her designee. The written test shall be FireFighter job related and shall equal thirty-three percentage (33) points towards the one hundred (100) total percentage points. The candidate(s) must pass the written test with at least a 70% or better.

The second part of the process shall be an oral board conducted by fire service personnel. All attempts shall be made to use fire service personnel from outside of Washtenaw County for this board; however, in the event this is not possible then the fire chief and the association shall agree on those Washtenaw County personnel to be utilized. The oral board shall count as

thirty-three (33) percentage points towards the one hundred (100) total percentage points. If there are no internal candidates involved in the process, then the oral board can be made up of the three (3) CAFA firefighting personnel to be selected by the fire chief.

The third part of the process shall be an oral interview with the fire chief, which shall count as thirty-four (34%) percentage points towards the one hundred (100) total percentage points.

Each applicant shall also receive preference points based on one-fourth (¼) point for each year of fire service experience up to five (5) points, as well as one-half(½) point for a public safety related associate degree/non-public safety related bachelor's degree or one (1) point for a public safety related bachelor's degree.

Applicants must score at least seventy percent (70%) on their final scoring to be placed on the eligibility list. The eligibility list shall be used for two (2) years from the date of posting, until the list is depleted, or at the chief's discretion. The highest scoring applicant shall be selected and must pass a psychological exam in order to be offered the position.

## ARTICLE 18 PROMOTION

SECTION 1 The promotional process shall require the employer to first post an opening for employees within the Chelsea Area Fire Authority covered under this Agreement for a period of twenty-one (21) calendar days. Interested employees who meet the minimum requirements of the board approved job description may apply and must submit their application during the posting period in order to be considered for the position.

SECTION 2 The promotional procedure for full-time firefighter employees to full-time officer positions shall be as follows:

For promotions to Lieutenant or Captain: The employee, in order to apply for Lieutenant must have a minimum of three (3) years continuous full-time service with the Chelsea Area Fire Authority and meet the minimum requirements of the board approved job description for Fire Lieutenant. The employee, in order to apply for captain must have a minimum of two (2) years continuous full-time service as a fire lieutenant with the Chelsea Area Fire Authority and meet the minimum requirements of the Board approved job description for fire captain. The promotional process for fire lieutenant and fire captain positions shall consist of a three (3) part process for a total of one hundred (100) points. There shall be no posting of any scores from any of the three (3) parts of this process until after all parts have been completed so as not to influence any one (1) of the three (3) parts scores.

The first part of the process shall be a written exam administered by an outside testing agency. The exam will be proctored by the fire chief or his/her designee. The written test shall be job related and utilize material as selected by the testing agency for the standard, off-the-shelf exam. No other materials will be considered for the written exam. The promotional exams shall equal thirty-three (33) percentage points towards the one hundred (100) total percentage points. Applicants must pass the written exam with at least seventy (70) percent to move on to

the next section of testing.

The second part of the process shall be an oral board conducted by fire service personnel outside of the CAFA organization. All attempts shall be made to use fire service personnel from outside of Washtenaw County for this Board however, in the event this is not possible then the fire chief and the association shall agree on those Washtenaw County personnel to be utilized. The oral board shall count as thirty-three (33) percentage points towards the one hundred (100) total percentage points.

The third part of the process shall be an oral interview with the fire chief, which shall count as thirty-four (34) percentage points towards the one hundred (100) total percentage points.

Each applicant shall also receive preference points based on one-fourth (¼) point for each year of full-time fire service experience with CAFA up to five (5) points, as well as three (3) points for a public safety related associate degree/non-public safety related bachelor's degree or five (5) points for a public safety related bachelor's degree.

Applicants must score at least seventy percent (70%) on their final scoring to be placed on the eligibility list. The highest scoring applicant shall be selected. The eligibility list shall be used for two (2) years from the date of posting or until the list is depleted whichever comes first.

SECTION 3 Any employee promoted shall serve a trial period of six (6) months. The employer shall have the discretion with or without cause to return the employee to his or her former position at any time during the trial period and the employee has the option in the six (6) month period to go back to their former position without loss of seniority.
Any applicant hired from outside of CAFA to any full-time position in the bargaining unit shall serve a probationary period of one (1) year. During this one (1) year probationary period, this newly hired employee shall be "at-will" and not have access to the grievance procedure found in Article 9 for issues of discipline or discharge.

SECTION 4 Any employee who has been suspended may not apply for promotion for one (1) year from the date of suspension. Any employee who has been demoted shall not be allowed to apply for any promotion for three (3) years from the date of the demotion except this shall not apply to those employees demoted or who choose to return to their former position during the six (6) month trial period for a promotion.

SECTION 5 If there are not two (2) or more internal applicants for a promotion then the employer and the association may agree to waive the rank and/ or time in grade requirements in order to make the promotional process competitive. If there are still an insufficient number of applicants to make it competitive then the Employer can post for external applicants.

## ARTICLE 19 OFFICERS

SECTION 1 The employer shall maintain a minimum of six (6) full-time employees in officer ranks (three (3) captains and three (3) lieutenants), with one (1) captain and one (1) lieutenant

assigned to each regularly scheduled platoon work schedule, provided there are a sufficient number of full-time employees who meet the minimum qualifications for an officer rank. Any vacancies in an officer rank shall be filled within six (6) months.

SECTION 2 An acting officer is required if Section 1 of this Article is not met and does not require the approval of the fire chief. To be eligible to be an acting lieutenant a bargaining Unit member must have a minimum of two (2) years as a full-time firefighter and Fire Officer I. To be eligible to be an acting captain a bargaining Unit member must have a minimum of four (4) years as a full-time firefighter and/ or lieutenant and have Fire Officer II.

SECTION 3 An on-duty employee acting above their current rank, as an acting lieutenant or captain, shall be paid at an hourly rate equivalent to the rank in which they are acting. An employee required to work above their current rank, as an acting assistant fire chief or fire chief, shall negotiate with the Authority Board for any additional compensation or additional benefits.

SECTION 4 An on-duty employee, by order of rank (captain, lieutenant, full-time firefighter and paid-on-call firefighter) and their respective promotion/appointment date (oldest to most recent), shall automatically be required to operate as an acting officer if they meet the aforementioned qualifications as noted above. If an additional acting officer is needed, the next on-duty employee, by order, shall automatically be required to operate as a subordinate officer.
SECTION 5 This article shall not apply to off-duty Employees, except in the case of an acting assistant fire chief or fire chief, called back for an incident response, training, continuing education, event or meeting.

SECTION 6 Nothing in this Agreement shall be construed as to prevent or limit an officer's ability to lead, direct and/ or counsel, in any manner consistent with this Agreement, as well as current policies, procedures, guidelines, directives and memos of the Chelsea Area Fire Authority.

SECTION 7 For any employee that gets called back for overtime, that employee will act in the capacity of their current rank. (i.e. A captain takes overtime and the on-duty captain is off on PTO, the OT captain will fill the role of the captain position and no one will get an upgrade to captain. If the role of Captain is filled with on-duty personnel, the overtime captain will fill the role of LT. If the LT position is filled, then the OT Captain will fill the role of firefighter.) On duty personnel will be upgraded first unless an OT person out ranks them.

## ARTICLE 20 SHIFT SELECTION

SECTION 1 A bid process shall take place May 1-14 for shift selection, which will take effect October 1 the same calendar year. Order for the bid process shall be based on rank (captain, lieutenant, and full-time firefighter) and their respective promotion/appointment date (oldest to most recent). A captain, lieutenant and firefighter(s) shall be assigned to each shift. In the

event a captain or lieutenant position is vacant, an acting officer will be assigned from all qualified Employees by order of rank (Lieutenant and Full-time FireFighter) and their respective promotion/ appointment date (oldest to most recent), for the purpose of this bid process. The fire chief shall approve all shift selections made during the bid process by May 21.

Station bidding will go as follows for firefighting ranks: If there are 2 or more firefighters on a shift, station bidding will also be in effect, based on seniority selection. If there is only 1 firefighter on a shift, then that firefighter will be assigned to Station 1.

SECTION 2 The fire chief may reassign an employee to a new shift, due to a documented situation(s), so long as such reassignment is not arbitrary and does not violate any other part of this Agreement. Reason(s) for said employee's reassignment shall be provided, in writing, to the Chelsea Fire Fighters, Local 1889 President thirty (30) days prior to taking effect.

## ARTICLE 21 REPORTING FOR DUTY

SECTION 1 Employees shall report, ready for duty, by their scheduled start time. An Employee who fails to report, ready for duty, by their scheduled start time may be required to provide documentation of the occurrence to the fire chief or his/her designee.

SECTION 2 An employee is considered relieved from duty when his/her relief, based on scheduled position, has been reported, ready for duty. This section does not apply to an Employee who has no scheduled relief and/ or when minimum on-duty staffing levels are met.

SECTION 3 In the event of a staffing shortage due to an injury, illness or death of an employee or their immediate family member see "Hours and Overtime" Article 23, Section 5.

## ARTICLE 22 STANDBY TIME

SECTION 1 A full-time employee shall be permitted to a two (2) hours-standby period starting at 0700, on his/her regularly scheduled platoon work schedule, to report for duty without penalty due to unforeseen circumstances, provided a full-time employee on the off going shift is willing to remain on duty, for trade time, until he/ she arrives so long as the trade does not create overtime or conflict with any other part of this Agreement. Standby time shall be the sole responsibility of the full-time employees involved. On-duty officers are authorized to deny standby time trade requests if they suspect abuse of the privileges granted herein.

## ARTICLE 23 PLATOON WORK SCHEDULE

SECTION 1 All full-time Employees shall follow a platoon work schedule.

SECTION 2 Under a platoon work schedule a pay period shall be an average of one hundred twelve (112) hours every two (2) weeks. Overtime, rounded up to the nearest half hour increment, shall be paid for those hours in excess of one hundred six (106) hours in the same two (2) week pay period. A workday shall be twenty-four (24) consecutive hours, from 0700 through 0659 the following calendar day. Normal work hours during a workday shall be from 0700 through 1659 the same calendar day, with meals and break periods. Weekends (Saturday and Sunday) shall be from 0700 through 1459 the same calendar day, with meals and break periods. Holidays shall be from 0700 through 1059 the same calendar day, with a meal and break periods.

SECTION 3 The employer shall attempt to provide a minimum of one (1) hour of time each workday (excluding holidays), during work hours, for physical fitness training with all on duty employees participating in some way.

SECTION 4 The employer shall provide a thirty (30) day notice before assigning full-time employees to a new regularly scheduled platoon work schedule. This would include moving an employee between the following shifts or platoons: One (1) or A, Two (2) or B, and Three (3) or C.

SECTION 5 The current shift rotation, as a mandatory subject of bargaining, shall not be changed without an agreement between the fire chief and the association. Any change shall have a trial period where either the fire chief or the association may request to go back to the current rotation. If after the trial period the fire chief and association are in agreement on the shift rotation change then a Letter of Understanding stating the shift rotation change shall be drafted and signed by the fire chief and the association.

SECTION 6 Paid-On-Call Shifts

A. The parties agree that the implementation of the POC duty shift is an enhancement of services provided by CAFA. This POC duty shift enhancement can be revoked by the fire chief at any time. The POC duty shift is subject to modifications that are deemed necessary by the Employer, without reductions to the minimum agreed upon shift hours available to POC in Section 2 of this agreement. While the program is in effect, it shall be implemented within the confines of the collective bargaining agreement.

B. All POC Employees shall be allowed to sign up for 5 hour shifts ranging from 0700 hrs to 2300 hrs. Consecutive 5-hour shifts may be combined to create a 10 hour shift with approval from the Chief. Once a 5-hour shift has been signed up for by a POC Employee, that day is closed to other employees. Each POC Employee can sign up for a maximum of 5 POC shifts a week for a total of 25 hours a week. POC shifts can be signed up for starting on the 15th day of the preceding month at 0700 hrs. This will be done via the scheduling software ~~a~~nd will be approved by the ranking officer on the 15th and any other day where a sign up was made for a POC shift. The number of shifts will be determined by the fire chief. The POC shifts do not include shifts picked up from fulltime firefighter vacancies, extra shifts created by the Fire Chief, or special details. If a POC works a non-POC shift in addition to a POC shift, the POC

employee will not exceed 29 hours of shift work in a week. This does not include callbacks/all calls. All POC employees will maintain an average of 12 shifts per 3 months. Termination will be considered if this is not maintained.

C. It is understood by CAFA that scheduling conflicts can and will occur with regard to the scheduling of duty crew individuals. POC employees who call off of a shift after signing up must get the Fire Chiefs approval for cancellation, or make an approved trade with another Employee with the same qualifications and training level or higher. All trades must be approved by the fire chief prior to working the trade. A trade time email must be submitted to include the parties involved, the on-duty officer for the day in question, and the Fire Chief. Employees are responsible for tracking their own trades. Failure to fill the shift with trades and/or failing to report to duty may result in discipline up to and including termination.

D. The Chelsea Area Fire Authority shall have the right to cancel any and all POC shifts as deemed necessary to do so based on budgetary constraints or other matters.

E. The rate of pay for POC employees shall be those delineated in this agreement.

## Article 24 Lateral Transfers

For purposes of qualifying for a lateral transfer, the prior employer(s) must have classified the Lateral Hire as a full-time, regular employee, and the Lateral Transfer must have worked at a minimum of at least 2,184 hours per year for at least one year of continuous regular, full-time service as a State of Michigan FireFighter Training Council Certified FireFighter/Basic EMT.
Prior employment under “part-time”, “temporary”, or “seasonal” classification is not qualified. Partial years and partial years worked for different employers will not count towards lateral placement on the wage scale.

Example #1: A lateral hire who worked 1 year and 8 months of qualified service at a prior employer would be credited with one (1) year of service and be eligible to begin in the fire fighter 1-3 year pay scale.

Example #2: A lateral hire who worked 3 years and 8 months of qualified service at a prior employer would be credited with three (3) years of service. He or she would move to the fire fighter 4 year pay scale after completing a full year of service at the Chelsea Area Fire Authority.

Example #3: A firefighter/Basic EMT(or higher licensure) who worked 6 months as a certified firefighter/EMT at one employer and 9 months as a certified firefighter/EMT at another employer does not qualify as a lateral transfer hire and would begin at Starting Pay on the wage scale. He or she would move to Step 1-3 after completing a full year of service at Chelsea Area Fire Authority.

Within sixty (60) days of date of hire, the employer must receive from the prior employer, documentation sufficient to show the lateral hire meets the criteria in this article for lateral placement on the wage scale. Once CAFA receives the documentation and it is after the date of hire, CAFA will back pay the employee as if he/she was hired in that specific tier from day one at CAFA. If CAFA does not receive the necessary documentation within the time required, the employee will be placed at starting pay and will not be considered a lateral hire. It is the responsibility of the lateral hire to get a contact name, phone number, and email address of the previous employer's personnel department/fire chief to get the proper documentation to verify year(s) of service.

## ARTICLE 25 HOURS AND OVERTIME

SECTION 1 Employees called back to work after their scheduled work hours shall round all hours worked up to the nearest half hour increment and be paid a minimum of two (2) hours with On-Duty Officer and/or fire chief discretion whether the called back Employee stays at the station or is released, regardless of the actual hours worked, for all incident response, training, continuing education and/or meetings. In the event an off-duty employee is required to testify/ appear in court/ deposition, via phone or in person, regarding a duty related matter, said employee shall be paid a minimum of one (1) hour pay, regardless of the actual hours incurred.

SECTION 2 Full-time employees shall receive overtime, or be reimbursed the equivalent amount of PTO upon request of the employee, for all hours worked in excess of their regularly scheduled platoon work schedule and as required by the Fair Labor Standards Act (FLSA). For purposes of computing overtime, compensable hours (paid time off and bereavement) shall be considered hours worked. Overtime shall be an employee's hourly rate of pay for overtime at time-and-a-half (1½).

SECTION 3 Sign-up for open shifts shall take place in the following manner:

A. All shift duty overtime shall be distributed on a fair and equal basis whenever possible.

B. Shift duty overtime shall be filled following the Overtime/Call-In Directive as agreed upon by MAFF Local 1889 and the fire chief. The Overtime/Call-In Directive may be changed at any time if both parties agree.

C. Paid-on-call employees, who have firefighter I/II, a county certified EMS license and have been certified on all Authority apparatus, may be contacted for shift duty overtime situations when all full-time employees have had their opportunity and none have responded.

SECTION 4 Open shifts of less than twenty-four (24) hours must be filled in their entirety by a single employee, except in cases where a paid-on-call Employee must report to their full-time outside employment within ninety (90) minutes from the end of said open shift. An employee who has been granted approval to fill an open shift may not cancel said shift unless cancellation is due to an injury, illness or death of the Employee or their immediate family member. The

Employer may require documentation, from the employee canceling a signed-up shift, to verify the injury, illness or death.

For any twenty-four (24) hour overtime call-in shift, they will be initially paged out as such. If no full-time employee accepts the 24-hour shift, then the 24-hour shift may be split into 2 12-hour overtime shifts (0700-1900 and 1900-0700). Full-time Employees will then be contacted for those open 12-hour shifts. POC employees will have an opportunity to fill those unfilled shifts once the Chief is contacted and is approved.

SECTION 5 In the event of a staffing shortage due an injury, illness or death of an employee or their immediate family member on the incoming shift, and where all options, including offering the hours to paid-on-call employees, have been attempted for filling the shortage, the off going shift's on -duty officer shall use the following procedure to mandate overtime when required:

A. Starting with the first occurrence, the on-duty officer shall mandate a full-time employee, who is working their regularly scheduled platoon work schedule, by inverse order of rank (full time firefighter, lieutenant and captain) and their respective promotion/appointment date (most recent to oldest).

B. If there is no full-time employee, working their regularly scheduled platoon work schedule, the on-duty officer will mandate the remaining on -duty full-time employees in the same manner as above.

C. After each occurrence, the mandated full-time Employee will move to the bottom of the list, in regards to mandatory overtime, for that shift.

D. In the event a full-time employee is assigned to a new shift, they will be placed at the bottom of the list, in regards to mandatory overtime, for that shift.

E. This rotation will continue until all full-time Employees on the shift have been mandated into overtime, and then the rotation will restart with number 1.

F. In the event the vacancy occurs in the middle of the work shift, then the process will be as follows:

1. If the vacancy occurs prior to 1900 hrs of the day in question, then the shift from the previous day will be contacted for mandatory overtime. If it occurs after 1900 hrs, then the shift that is coming on duty the following day will be contacted.

SECTION 6 A full-time employee mandated into overtime shall receive his/her hourly rate of pay for overtime at double time for all hours worked. The employer may not mandate a full-time employee to work two (2) scheduled off days in a row without an agreement from the employee. In the event a full-time employee, due to mandatory overtime, is scheduled to work seventy-two (72) or more continuous hours, the Employer must provide said full-time employee twelve (12) hours' time off, from 0700 to 1900 on the third scheduled workday, without loss of pay/benefits or use of paid time off/paid personal time. In the event a full-time employee is

mandated into overtime, the Employer may require documentation, from the full-time Employee who is taking the time off, to verify the injury or illness.

SECTION 7 For any employee that comes back for duty on an all-call situation, the employee will report to the on-duty captain via face to face on scene or via radio contact if reporting to the station. If the employee is not needed, the on duty captain will make the decision whether to keep the employee or to release him/her.

## ARTICLE 26 PAID TIME OFF (PTO) AND COMPENSATORY TIME

SECTION 1 Full-time employees shall be allotted paid time off (PTO) based on the table below. Each full-time employee shall be issued fifty percent (50%) of his/her designated PTO on January 1st and fifty percent (50%) on July 1st of each calendar year.

If an employee reaches a higher step in the chart below before July 1, then the Employee will get the allotted six (6) month amount at the next step. If an employee is hired after July 1 and reaches the next step in the chart below, they will not be prorated for the remainder of the year. A probationary full-time firefighter shall receive their first PTO allotment prorated based on their full-time hire date and the table below, but is not entitled to use said PTO for their first three (3) months of full-time employment unless allowed with fire chief discretion.

| PTO Annual Hours for Full-time Employment | | |
|---|---|---|
| From | Up To, But Not Including | Workdays/ Hours |
| 1 Day | 1 Year | 6/144 |
| 1 Year | 4 Years | 14/336 |
| 4 Years | 9 Years | 17/408 |
| 9 Years | And Up | 20/480 |

SECTION 2 Full-time employees shall be entitled to absence without loss of pay and/ or benefits for illness, injury, vacation or other personal commitments, upon request by the full-time employee, so long as they have PTO hours available. PTO shall not be used before it is earned. A "PTO Day" shall be a leave of twenty-four (24) consecutive hours, from 0700 through 0659 the following calendar day.

SECTION 3 PTO requests for time off may be made a maximum of twelve (12) weeks prior, except during the PTO Selection Process as defined in Section 7 of this Article. However, a PTO request requires a minimum of one (1) hour advanced notice, to the fire chief or his/her designee, unless the request is due to an illness, injury or unforeseen personal emergency of the full-time employee or their immediate family. PTO must be taken in a minimum of four (4) hour blocks if it creates overtime or one (1) hour if overtime is not created. Approved PTO may

not be canceled when said time has been filled, in its entirety, by another employee(s).

SECTION 4 A full-time Employee that is absent, using PTO, due to an illness or injury for three (3) or more consecutive workdays may be required to submit a statement from a physician indicating the necessity for the time off. If the employer does not agree with the statement of the physician as submitted by the full-time employee, the Employer may send the full-time employee to the employer's physician at the expense of the employer. Any difference of opinion between the two (2) Physicians shall be resolved by the opinion of a third physician who is selected by concurrence of the other two (2) physicians. The employer shall pay the cost of the third physician and the opinion shall be binding on the full-time employee and the employer.

SECTION 5 Full-time employees may accrue a maximum of five-hundred (500) hours PTO, as of October 31st, each calendar year. PTO in excess of the maximum accrual shall be paid out, to the full-time Employee, at seventy-five percent (75%) of their regular rate of pay on their first pay date in November of each calendar year. Upon voluntary separation, retirement or death, seventy-five percent (75%) of any unused, accumulated PTO shall be paid out to the full-time Employee, or, in the event of death, to the full-time employee's beneficiary. PTO paid out shall be included in final average compensation (FAC) under the Authority's MERS retirement program. If terminated or voluntarily resigns from CAFA, the PTO time will be prorated for the current cycle and will be calculated by full months worked.

SECTION 6 In order for an employee to utilize PTO they must first notify the captain or acting captain of the PTO request and then sign up for the time off in the scheduling software. No reasonable request shall be denied. In the case of multiple concurrent PTO requests, approval shall be granted by order of timestamp in the scheduling software except during the PTO Selection Process found in Section 7 of this Article. There shall be a minimum of three (3) employees on duty at all times. If PTO is on books as requested and another employee from that same shift retires, resigns, is fired, or is on short term or long term injury, then that shift will be able to to drop to 2 employees. No force will take place to fill the spot but call-in will take place to make all attempts to get personnel in for that coverage. This is considered to be a short term issue at that moment. If it is known that an employee is resigning or retiring, then any PTO/Comp request will not be accepted. For shifts manned with four (4) personnel, an employee requesting PTO which drops staffing level below the minimum of three (3) shall only be approved after finding coverage. Any employee calling in sick for their own illness or injury or that of their immediate family member must call the on-duty Officer as soon as possible.

SECTION 7 A PTO selection process shall take place January 1-14 for time off to be taken from April through September of the same calendar year and June 1-14 for time off to be taken from October of the same calendar year through March of the following calendar year. Full-time employees, on each shift, may select up to three (3) continuous PTO Days, as defined in Section 2 of this Article, per round. Rounds will continue until all full-time Employees have made their desired selections. Order for the PTO Selection Process, on each shift, shall be based on rank (Captain, Lieutenant, and Full-time FireFighter) and their respective promotion/ appointment date (oldest to most recent). The fire chief or his/her designee shall approve all PTO requests

made during the PTO Selection Process by January 21 and June 21 respectively.

SECTION 8 In the event a full-time Employee is unable to perform duties without restrictions as a result of a non-duty related illness or injury, the employer, at its sole discretion, may assign the full-time employee to light duty or other tasks within the authority that the full-time employee is capable of performing as certified by the employer's physician. The employer is under no obligation to make such an assignment, provided that the employer treats all full-time employees as equally as possible based on each full-time employee's current skills and qualifications.

SECTION 9 COMPENSATORY TIME (COMP TIME) CONVERSION

A. Hours converted to Comp Time are for earned overtime hours only. If the time currently qualifies as being paid as an overtime hour, then it is eligible to be converted to Comp Time. Any overtime (1.5, Double, etc.) will be paid monetarily at that rate or converted to 1.5 hours for comp time.
B. No more than three-hundred and twenty (320) hours may be converted to Comp Time. This would equate to a maximum cap of four-hundred and eighty (480) hours in the "Comp Bank".
C. To convert the overtime to Comp Time, the Employee must complete a "Request to Convert Overtime Hours to Compensatory Time" form.
D. The request form must be approved by the employee's supervisor.
E. The supervisor will confirm that the hour converted is an overtime hour worked in the current pay period and that the employee has not converted over the maximum allowable Comp Time hours.
F. The form will be attached to the Employee's current timesheet to serve as a record of the transaction.

SECTION 10 RECORDING OF COMPENSATORY TIME

A. Each employee has a Compensatory Time "bucket" established for them within the payroll system; All Employees are to log on to the payroll system (public folder) to view their available Compensatory Time. Available time will also appear on the employee's pay statement.

B. The approved request form will be sent to PayChex or another payroll system, who will be responsible for loading the Employee's time "bucket" with the converted overtime hour at the rate of 1.5 hours for every hour converted. For example, if the Employee chooses to convert one (1) hour of overtime, their "bucket" will be loaded with one and one half (1 .5) hours of Compensatory Time.

C. Three-Hundred and Twenty (320) hours may be converted for a maximum balance of four hundred and eighty (480) Compensatory Time Hours which may be carried over from year to year.

SECTION 11 USING OF COMPENSATORY TIME

A. Employees must gain approval to take any Compensatory Time off as they would for any other time off. There is no requirement to utilize PTO time before Compensatory Time. All

time off requests are at the discretion of CAFA for the assurance of minimum staffing levels.

B. After using Compensatory Time, the Employee must indicate the number of hours taken on their time sheet as “Comp Time”; Comp Time used should never be reported as PTO – doing so will deduct the time from their PTO bucket.

C. All Compensatory Hours are to be used as time off only. There will be no converting it into a cash out option unless that Employee is retiring.

D. If an employee leaves CAFA, any remaining comp time will be cashed out to the employee.

## ARTICLE 27 SICK TIME

Each full time employee shall be granted 5 days/120 hours of sick leave per year on their full-time anniversary date. Sick time is capped at 240 hours maximum. This time shall be used if an employee is sick, or if a family member living in their household is sick.

If sick time is used, the employee must provide a doctor note stating the employee, or family member was ill. This note must be presented to the captain/acting captain or chief within one (1) week of returning to work or pay for that time will be deducted from the employee's pay. Discipline will be considered if no doctor's note is presented.

Sick time will be used in 12 hour increments (either 0700-1900 and/or 1900 - 0700) or 24 hours if necessary.

Employees may “donate” their time to another employee should special needs arise with approval of the fire chief.

If an employee is at 240 banked hours and is going to receive another 120 hours, the employee may convert those 120 hours into 24 hours of PTO.

To implement this plan, all full time employees will receive 120 hours of sick time within 30 days of contract agreement and 120 hours per year thereafter.

## ARTICLE 28 OTHER LEAVES OF ABSENCE

SECTION 1 The association and employer are committed to complying with the Chelsea Area Fire Authority Employee Handbook dated February 2, 2018.

SECTION 2 UNPAID LEAVE OF ABSENCE The fire chief, in his sole discretion, may grant a temporary written leave of absence without pay to Employees for periods up to thirty (30) calendar days. A written request for such leave must state the nature and duration of the leave and be submitted to the fire chief and approved by him/her in writing, prior to the start of the leave. Such leave may be extended upon written approval by the fire chief; however, they shall not be granted for more than six (6) months. Employer health care coverage will terminate after three (3) months unpaid leave, for any reason, at which time the Employee will be provided with notice of COBRA continuation rights.

Employees who take leave without pay in excess of thirty (30) days shall have their seniority accrual frozen while on leave, effective on the first day following the thirty (30) days. Thereafter their anniversary dates for seniority accrual shall be moved forward by an amount equivalent to this length of time.

An employee granted a leave of absence of thirty (30) days or less shall be restored to his/her position on the expiration of the leave, or, if approved by the employer before the expiration thereof, without loss of seniority.

In the event such employee's position shall have been abolished while off on unpaid leave he/she shall be returned in the following manner:

If there is a probationary employee serving in a position of equivalent job classification in the Authority as formerly held by the returning Employee, the probationary employee shall be separated and the returning Employee appointed to the position.

If there is no probationary Employee in an equivalent job classification or if the returning employee's position has been abolished, the name of the returning Employee shall be put at the head of the re-employment list for that job classification. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

All employees can be granted up to an additional 12 weeks off of unpaid leave as long as PTO and comp time banks have been exhausted.

All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least fourteen (14) days prior to the requested starting date, except in cases where prior notification is not possible.

If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up to and including termination.

Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.

Employees shall not accept employment with another public safety service while on leaves of absence unless agreed to by the fire chief and authority board. Acceptance of employment with another public safety service without prior approval, while on leave of absence, may result in discipline, up to and including discharge at the employer's discretion.

At its expense, the employer may require any employee who requests any type of medical or sick leave for their own illness or injury to be examined by a medical doctor of the employer's choosing. The employer also reserves the right to have an employee examined by a physician of the employer's choice during a medical leave and / or after said leave of absence. Employees returning from a leave of absence may also be subjected to a drug screen prior to return to full status work.
Before returning to work, the employee must be certified by his/her attending physician as ready and able to return to his/her full work assignment if the leave of absence was granted for

the employee's own medical reasons.

In the event that there is a difference of opinion between the employer's physician and the physician of the employee as to the employee's fitness for duty, the employer's and the employee's physicians shall select an impartial third physician whose opinion shall be binding upon the parties. The cost of the third physician shall be paid by the employer.

Full-time employees, who are provided insurance benefits, including health, vision, dental and life insurance, shall continue for the first thirty (30) days of leave in the same manner as if the employee was actively employed. After thirty (30) days, insurance benefits shall be discontinued unless the employee opts to continue health dental and optical through COBRA.

SECTION 3 MILITARY/ RESERVE LEAVE An employee with reserve status in the United States Armed Forces or membership in the National Guard who is called to activity duty or to participate in training sessions shall be permitted leave for this purpose in accordance with applicable law. All employees serving military or reserve duty will submit notification to the employer as soon as the employee is notified of duty and/ or training requirements and provide written documentation of the same. Employees on military/reserve leave will retain seniority and position while on leave provided said Employee returns to active service within sixty (60) days of the conclusion of active military service.

SECTION 4 ASSOCIATION LEAVE Members of the Chelsea Fire Fighters, Local 1889 elected to local officer positions or selected by the Association to do work which takes them from their employment with the employer may at the written request of the Association, receive a non-paid leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than one (1) employee shall be off on leave under this section at any time.

SECTION 5 GOVERNMENTAL APPOINTMENT LEAVE Any member of the Chelsea Fire Fighters, Local 1889 may, at the sole discretion of the employer, be given a non-paid leave of absence to accept an appointed government job. Said leave shall be renewable at the sole discretion of the employer.

SECTION 6 JURY DUTY Employees that are called to serve on jury shall be excused from work provided written verification is submitted to the fire chief at the time of the absence due to jury duty. Employees shall receive their regular pay and benefits from the employer when called to serve jury duty, provided they turn over to the employer any compensation provided by the court excluding reimbursed compensation for meals and parking.

SECTION 7 NON-PAID SICK LEAVE Any employee who is ill and whose illness is supported by satisfactory medical evidence will be granted a sick leave of absence for an appropriate period of time, not to exceed six (6) months. Sick leaves must be requested before the leave commences, unless there is an emergency situation, which prevents the employee from contacting the employer, in which case the employee will submit medical evidence as soon as the employee is able. Where supported by medical proof, sick leaves may be extended for additional days as necessary but not to exceed eighteen (18) months. In event the leave of

absence is extended beyond six (6) months, the employee shall be responsible for contacting the fire chief or his designee not less than every thirty (30) days during the term of the leave for the purpose of a status report on the medical condition.

SECTION 8 OUTSIDE EMPLOYMENT RELATED LEAVE Any paid-on -call employee requesting a leave of absence as a direct result of his/her full-time outside employment, shall be granted such leave upon documentation of need from said outside employer.

SECTION 9 WORKER'S COMPENSATION LEAVE A worker's compensation leave shall be defined as a leave required as the result of the employee incurring a compensable illness or injury related to or during the course of his/her employment as an employee of the Chelsea Area Fire Authority. An employee shall report to a supervisor any illness within three (3) days of becoming aware of said illness and any injury within three (3) days of said injury. Employees who become ill or are injured as a direct result of their employment with the Chelsea Area Fire Authority and are unable to work, upon surrender of their worker's compensation pay to the employer, shall receive full pay and benefits as if they were working for twelve (12) months from the date of illness or injury. After this twelve (12) month period the employer shall only pay for the employee's healthcare and if the employee has any banked PTO, he/she may supplement their Worker's Compensation pay so as to receive their full pay. Worker's compensation pay will begin under the terms of the Chelsea Area Fire Authority Workers Compensation Policy, which shall be attached to this Agreement as Attachment C.

SECTION 10 LEAVE FOR BIRTH OF A CHILD Leave will be granted in accordance with applicable Federal and State Regulations. When an employee learns that she is pregnant, she shall furnish the fire chief or his designee with a certificate from her physician stating confirmation of the pregnancy and the approximate date of delivery. Beginning in the fifth month of pregnancy, and every month thereafter prior to delivery, the employee shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. The employer will grant a leave of absence for maternity reasons upon written request and proper certification from the employee's physician. Leave may be extended if such a request is made and supported by the employee's physician statement that the employee is unable to return to work due to illness.

If a spouse can provide documentation that they are needed to assist their pregnant wife during or after the pregnancy due to complications, the employee will be allowed to use their PTO/Comp time as described in that section. If an employee needs to leave work immediately due to an emergency, then the call-back/overtime directive will be followed. If no full-time employee or poc employee fills the vacated position, then the forced overtime policy will be enforced.

SECTION 11 REIMBURSEMENT Any employee authorized payroll deductions that are the employee's responsibility (AFLAC, Added Life Insurance, etc...) paid by the employer while the employee is off due to illness or injury shall be reimbursed to the employer upon the employee's return to work. A repayment term of up to six (6) months may be agreed to by both parties.

## ARTICLE 29 BEREAVEMENT

SECTION 1 Full-time employees are entitled to three (3) continuous regularly scheduled work days off, in addition to the rest of the workday they are currently working, if on duty, without use of paid time off due to the loss of an immediate family member.

SECTION 2 Full-time employees are entitled to one (1) regularly scheduled workday off, in addition to the rest of the workday they are currently working, if on duty, without use of paid time off due to the loss of an extended family member.

SECTION 3 An immediate family member includes an Employee's: spouse, mother, father, brother, sister, son, daughter, step son, step daughter, unborn child, grandmother, grandfather, great-grandmother and great-grandfather; as well as an Employee Spouse's: mother, father, brother, sister, son, daughter, step son, step daughter, unborn child, grandmother, grandfather, great-grandmother and great-grandfather.

SECTION 4 An extended family member includes an employee: aunt, uncle, niece, nephew or a close family friend with a permanent address at the employee's residence. As well as an employee Spouse's: aunt, uncle, niece, nephew or a close family friend with a permanent address at the employee's residence.

SECTION 5 The employer may require documentation, from an employee, to verify qualification for bereavement.

## ARTICLE 30 HOLIDAYS

SECTION 1. All full-time platoon employees will receive 96 hours of Holiday pay per year at base rate. For any full-time employee that is hired throughout the year, they will be prorated per month to the end on October 31. Holiday pay will be paid out on the first pay in November.

SECTION 2. The employee, instead of receiving a check for 96 hours at base rate, has the ability to convert all 96 hours into comp. time. The employee(s) that would like the 96 hours of comp. time would have to notify the fire chief of the Chelsea Area Fire Authority before 23:59 hours the first day of the month of November of each year. If an employee chooses to accrue the 96 hours of comp. time, then the employee must use these hours first whenever they use comp. time. These hours will be tracked on payroll “holiday comp. hours” under the comment section so that CAFA can track these hours used. If the holiday converted comp. hours are used and a secondary employee takes time off, then the generated overtime hours need to be documented on the comment section of the payroll as well.

## ARTICLE 31 WAGES

SECTION 1 The Authority will provide **full-time employees** with the following general wages:

| | Effective Upon Signing | To Begin 1-1-2025 | To Begin 1-1-2026 | To Begin 1-1-2027 |
|---|---|---|---|---|
| Entry Level FF<1 Yr | 22.10 | 23.21 | 24.31 | 24.40 |
| FF 1 to 3 Years | 23.00 | 24.15 | 25.30 | 26.44 |
| FF>4 Years | 23.92 | 25.12 | 26.31 | 27.49 |
| LT 10% over 4 Yr FF | 26.31 | 27.63 | 28.94 | 30.24 |
| Capt 20% over 4 Yr FF | 28.70 | 30.14 | 31.57 | 32.99 |

Paid on call employees wage chart:

| | Effective Upon Signing | To Begin 1-1-2025 | To Begin 1-1-2026 | To Begin 1-1-2027 |
|---|---|---|---|---|
| Firefighter Trainee | 18.27 | 19.18 | 20.09 | 20.99 |
| FF I/II Cert. | 22.10 | 23.21 | 24.31 | 25.40 |
| FF I/II, County Certified EMS License | 22.56 | 23.69 | 24.82 | 25.94 |
| FF I/II, County EMS License /CAFA Apparatus Certified. | 23.00 | 24.15 | 25.30 | 26.44 |

1-1-24 – A 15% increase from 2023
1-1-25 – A 5% increase
1-1-26 – A 4.75% increase
1-1-27 - A 4.5% increase

Full-time employees work fifty-three (53) hours per week paid at their hourly rate and work an additional three (3) hours per week paid at time and one half their rate of pay for overtime.

SECTION 2 Paid-on-call employees shall receive an hourly rate based for all hours worked (shift coverage, incident response, training, continuing education, events, meetings, etc.). See attachment for classifications and rates of compensation chart.

SECTION 3 Paid-on-call employees shall meet the following qualifications within two (2) years from date of hire; FireFighter I/II, County Certified EMS License and Authority Apparatus Certified. If, however, the employer does not provide the opportunity and resources for the Employee to obtain these licenses and/ or certifications within that two (2) year period then the employee shall automatically go to that level of pay as if the employee had obtained those licenses and/ or certifications.

SECTION 4 - Ambulance Pay

Employees that are assigned to the Station 1 ambulance will receive 40% of the total gross EMS revenue, which will be broken down based on how many transports individuals are involved in. This will be done from a quarterly time frame For example: All transports from Jan 1st to March 31 of 2024 will be reviewed just after July 1 (1 quarter past the review time). This Is to allow for collections to take place. After the amount has been verified (40% of the collected amount), then the members that were assigned to the transports will split the revenue.

If there were 25 transports per month for Jan, Feb, March, that equates to 75 transports. That in turn equates to 150 data points (75 x 2 employees per transport). Over those 3 months, employee X was on 25 of those transports.

25 times transporting a patient Divided by 150 = .167 (16.7%) of the total EMS revenue of that quarter goes to employee X.

16.7% of the $12,000 collected = $2,004.This amount goes to employee X for that 1st quarter.

Once CAFA hits $40,000 in EMS collected revenues, then the split goes to 40% CAFA and 60% Local and the same computation is still applied.

In the event CAFA changes their ems licensure both parties agree to negotiate wage compensation.

## ARTICLE 32 SPECIALTY ASSIGNMENT PREMIUMS

SECTION 1 All employees in specialty assignments, as assigned by the fire chief, shall be entitled to the following stipend: Fire Pre-Planning/Inspections $3,500; Apparatus & Equipment Maintenance $2,000; Public Education/ Facilities-Supplies/Public Information $2,000; MIOSHA & Information Technology (IT) Officer $2,000; Quality Assurance (Reports) & Billing Officer $2,000 and Training & Continuing Education Officer $2,000 . This stipend will be utilized in the employees FAC for retirement. No employee shall perform/receive more than one (1) specialty assignment or hourly rate premium. For any full-time employee that is placed in a position throughout the year, they will be prorated at $166.67 per month (for $2,000 assignment or $291.67 for $3,500 assignment) to the end on October 31. The time period for the yearly premium is from November 1 thru October 31 and is to be paid out the first full pay period in November.

If CAFA creates a full-time fire marshal position, then the Fire Pre-Planning/Inspection position will drop from $3,500 to $2,000. The sixth officer (whether it is a lieutenant or captain, the officer will still be in the realm of fire pre-planning and community risk reduction duties.

The Specialty Assignment Premiums responsibilities are as follows:

**Fire Pre-Planning/Inspections:** The person assigned to this assignment will be responsible for overseeing fire prevention, pre-planning, and inspections of businesses/industry within the CAFA jurisdiction. A minimum of Plans Examiner and Fire Inspector I will be required for this category.

**Apparatus & Equipment Maintenance:** Responsible to coordinate any vehicle in the CAFA fleet or any maintenance of equipment that CAFA is responsible for repairs or routine maintenance through an outside vendor or repair or maintain the vehicle/equipment themselves. This person will get a quote from any vendor and an approval from the Fire Chief or their designee before the repair takes place.

**Public Education/Facilities-Supplies/Public Information/Community Activities:** Responsible for coordinating/scheduling , facility repairs, ordering station supplies, coordinating with the public any activities that benefit the CAFA citizens or public as a whole. Such activities may include but are not limited to open houses, fire safety week, the annual fair/parade, etc.

**MIOSHA & Information Technology (IT) Officer:** Responsible for any safety issues regarding the stations, vehicles, or equipment that CAFA is responsible for. Items of concern would be brought up to the Fire Chief with the intention that issues would be rectified in a timely fashion if found to be a safety concern or in violation of MIOSHA standards. They are also responsible for the coordination of IT applications for employees to utilize toward but not limited to training, payroll, certifications, etc. They will not be responsible for hardware (computers/printers, server items) unless agreed upon between that person and the fire chief. Any item that needs to be downloaded onto a computer (as opposed to a web-based program) will be the responsibility of a third-party IT Company.

**Quality Assurance (Reports) & Billing Officer:** Responsible for complete and accurate report writing for EMS and fire reports. They are also responsible to send billing statements to the billing company that is under contract with CAFA (i.e., Accumed) for collection of money for services rendered by CAFA.

**Training & Continuing Education Officer:** Responsible for establishing a yearly training schedule to encompass the topics but not limited to EMS, fire ground activities/exercises/rescue scenarios/continuing education for job-related licenses/certifications/fit testing/ems supply ordering.

## ARTICLE 33 PAYROLL AND REIMBURSEMENT

SECTION 1 A pay period shall start at 0700 every other Monday and end fourteen (14) calendar days [three-hundred thirty-six (336) hours] later. Employees shall provide a completed payroll to the Employer within twenty-six (26) hours from the end of the pay period. Employees shall receive payment within one-hundred six (106) hours from the end of the pay period.

SECTION 2 It is agreed that the Authority shall be conclusively construed to have an employee's voluntary authorization to deduct from such Employee's pay all monies owed to the Authority by wage overpayment. Provided, however, the Authority agrees to deduct no more than one-hundred dollars ($100) net per paycheck until the overpayment is repaid in full unless the employee agrees otherwise. Should the employee leave Authority employment prior to full repayment of the amount owing, the Authority shall be authorized to deduct the entire balance from the Employee's final paycheck.

SECTION 3 An employee, with documentation, notifying the employer of an error on his/her payroll shall receive confirmation of correction within seven (7) calendar days of said request.

SECTION 4 An employee, with documentation, requesting reimbursement for an approved purchase or expense shall receive repayment within fourteen (14) calendar days of said request. This request shall be submitted to the chief's office within 30 days of service received with receipt.

SECTION 5 Employees directed or required to use their own vehicle for purposes related to their employment, traveling during working time between stations, (excluding trips to report to and from the fire station(s) or when responding directly to an incident scene) shall be compensated for mileage at the rate currently in effect by the IRS for use of a personal vehicle. Mileage for station to station transfer will be an annual payout to follow the table below, to be paid on the first pay in January:

| Annual Mileage Payout |
|---|
| Lieutenant's $50 |
| Firefighter's $20 |
| POC's $15 |

All requests for reimbursement shall be documented and supported in accordance with the employer's reimbursement policy.

Section 6 The employer's obligation for damages received by an employee's privately owned vehicle that is registered in accordance with Act 300, P.A. of 1949 as amended, shall be limited to the reimbursement of the deductible amount of the employee's insurance coverage, not to exceed the sum of one thousand dollars ($1,000.00), provided that the employee is not negligent in the operation of the vehicle. The employee must show proof that the vehicle was repaired and a police accident report must be submitted to the fire chief or his/her designee.

## ARTICLE 34 LONGEVITY

SECTION 1 Paid-on-call employees shall receive a longevity payment on their first pay date in November of each calendar year not to exceed five-hundred dollars ($500.00). This longevity payment for the poc employee will be calculated by multiplying the employee's years of service with the Chelsea Area Fire Authority by one-hundred dollars ($100.00) so long as the poc employee has completed 25% of the annual training calendar as scheduled and work 240 hrs per calendar year (20 hrs. avg. per month).The poc employee must show proof of the completed training and response by log-in times, roster sheets, etc. Each year will be calculated from November 1 through October 31.

SECTION 2 Full-time employees shall receive a longevity payment on the second pay after the employees full-time anniversary date once the employee reaches four (4) years anniversary of full-time employment. Each year is equal to $100. Example: on the employees 12 anniversary date of full-time employment, that employment will be compensated for $1,200. For any employee that wishes to put their longevity pay (portion or full amount)into their HCSP account, CAFA needs one month's notice to do so.

## ARTICLE 35 HEALTH, PRESCRIPTION, and VISION & DENTAL PLANS

SECTION 1 The Authority shall provide each full-time employee and his/her spouse, as well as their respective dependents the BCN HMO $500 Platinum Plan Network as referenced in Attachment B or an equal to or better plan.

SECTION 2 The Authority shall provide each full-time employee and his/her spouse, as well as their respective dependents with prescription drug coverage, including contraceptive and mail order prescription drugs. Full-time Employees shall have $4/$15/$40/$80/20% (max$200)/20% (max$300) co-pays for prescription drugs as referenced in Attachment B.

SECTION 3 The Authority shall provide each full-time employee and his/her spouse, as well as their respective dependents with Blue Vision SG 12-12-12, $5/$10 co-pays as referenced in Attachment B.

SECTION 4 The Authority shall provide each full-time employee and his/her spouse, as well as their respective dependents with Blue Dental PPO Plus SG 100/80/50/50, ($1,000 Annual Max) as referenced in Attachment B.

SECTION 5 Effective upon the date of ratification full-time employees shall pay five percent

(5%) of the premium cost of the above health, prescription, vision and dental plans through pre-tax payroll deduction with the Authority paying the remaining balance of the cost of the plans.

SECTION 6 Effective January 1, 2024, the Authority shall, each month, pay one hundred seventy five dollars ($175) into a MERS HEALTH CARE SAVINGS PROGRAM (HCSP) account established for each full-time employee to be used by that employee or their beneficiaries upon the separation, retirement or death of that Employee. Employees shall be immediately vested in the Plan and may also make post tax (non-payroll) voluntary contributions to their HCSP account. Any forfeited funds shall remain in the MERS HCSP sub-trust to be reallocated on an equal basis among all MERS HCSP CAFA employee participants.

SECTION 7 A full-time employee may elect to be excluded from the health, prescription, vision or dental coverage as delineated above if the full-time employee has verified coverage from another source. Prior to making an election to be excluded, the full-time employee must provide evidence of coverage under the other insurance plan. Such election shall be made in writing to the fire chief, specifying the first day of the month in which the full-time employee shall be excluded from the Authority's group insurance plan. The full-time employee will not be excluded from the group insurance plan earlier than the date allowable by the group insurance carrier.

The Authority shall pay to the full-time employee one-half (1/2) of the monthly cost savings to the Authority as a result of the full-time employee's exclusion from the group insurance plan. Payment shall be made in the first paycheck due to the full time employee, following each month in which the full-time employee is excluded from the Authority's group insurance plan.

The full-time employee may elect to re-enter the group insurance plan at any time for a qualified life event as permitted by the rules and regulations of the group insurance carrier or during the annual open enrollment period.

It shall be the sole obligation and responsibility of the full-time employee to weigh and evaluate his or her decision to be excluded from the health, prescription, vision or dental coverage under the contract. Neither the employer nor the association shall be liable for damages or reimbursement for health, prescription, vision or a dental expense incurred by the full-time employee in the event the insurance coverage is not sufficient or is not a duplication of the coverage available under the contract to the full-time employee.

## ARTICLE 36 PHYSICAL FITNESS

SECTION 1 To promote safety and health, the employer shall, at no cost to the employee, provide proper facilities and/or equipment, not to exceed $2,000 a year (excluding grants, donations or other procurements), for equipment to support physical fitness for all members of the bargaining unit.

Employees will be entitled to a Physical Fitness bonus of $1,000 per year to be paid out on

the first pay of May ($500) and November($500) once the Employee has successfully passed a semi-annual physical fitness evaluation as agreed to by both parties, proctored by the Fire Chief or designee in April and October of the same year. The test will consist of the following stations:

STAIR CLIMB: CLIMB AND DESCEND STAIRS TO BACK LOFT 10 TIMES. **When completed –**

PIKE POLE PULL DOWN: 70 LBS ATTACHED TO ROPE THROUGH PULLEY, PULL DOWN ON ROPE WITH 6 FOOT PIKE POLE 10 TIMES. **When completed –**

HOSE DRAG: DRAG 200 FEET OF UNCHARGED HOSE DOWN 100 FEET TO A ROUNDED FIXED OBJECT, GO AROUND ROUNDED OBJECT AND BACK TO STARTING LINE. **When completed -**

LADDER RAISE: RAISE A 24' LADDER, EXTEND LADDER TO APPROPRIATE HEIGHT, CLIMB TO TOP AND TOUCH TOP OF FIRE STATION. RETURN TO GROUND. **When completed -**

RESCUE DRAG: START AT BACK OF APPARATUS BAY 2 (near Staircase). DRAG DUMMY ALONG YELLOW LINE, AROUND THE 8" X 8" STEEL POLE AND BACK TO STARTING POINT. **Course Completed**
**The time requirements are as follows:**

**Less than 30 years of age – under 8:00 minutes (7:59.59 is max time)**

**30 years to age and less than 40 years of age – under 8:30 (8:29.59 is max time)**

**40 and over – under 9:00 minutes (8:59.59 is max time)**

This bonus will be used for FAC.

## ARTICLE 37 RETIREMENT

SECTION 1 The employer shall provide all full-time Employees with retirement benefits, as defined and/ or required through the Municipal Employees' Retirement System (MERS), with the following provisions:

1) Benefit Multiplier, Bridged Benefit Formula:

a. 2.00% for service prior to January 1, 2015, Termination FAC

i. Maximum Benefit: None

b. 2.25% for service after January 1, 2015

i. Maximum Benefit: 80% FAC at Termination of Employment

2) Normal Retirement Age of sixty (60), with ten (10) years of service; 3)

Vesting Provision: V-10;

4) F55/25 Retirement Option: Normal retirement at age fifty-five (55) with twenty- five (25) years of service;

5) Final Average Compensation (FAC) Period: FAC-3, three (3) years;

6) Disability Benefit: D-2 (25%); and

7) Cost of Living (COLA} Benefit: E2, 2.50% (Non-Compound).

SECTION 2 The employer will contribute an amount up to 10% based on employee gross wages to the MERS Retirement Plan and the employee will contribute 6% of their gross wages towards the MERS Retirement Plan. Should the Plan require an increase above these amounts, the increase will be split 50%/50% between the Employer and employees.

## ARTICLE 38 TRAINING, CONTINUING EDUCATION AND MINIMUM PARTICIPATION

SECTION 1 The employer agrees to comply with and provide all employees the minimum training and continuing education necessary to maintain compliance with the Michigan Fire Fighters Training Council (MFFTC), Michigan Occupational Safety and Health Administration (MIOSHA), Michigan Department of Community Health (MDCH) and Washtenaw/Livingston Medical Control Authority.

SECTION 2 The employer shall provide in-house and computer training as well as continuing education necessary for employees to maintain certifications/licenses as required by the employer. The employer agrees to pay all of an employee's approved training and continuing education expenses, including application/licensing/renewal fees, tuition, as well as any required materials and/ or equipment. Further, a full-time employee's regularly scheduled platoon work schedule shall be covered without use of his/her paid time off while they are attending an approved training or continuing education. Additionally, full-time employees shall receive their hourly rate of pay for overtime at time-and-a-half (1½) for the time spent at an approved training or continuing education outside their regularly scheduled platoon work schedule, including time spent for travel and actual training or continuing education as required under the Fair Labor Standards Act (FLSA). Paid-on-call employees shall receive their regular hourly rate for the time spent at an approved training or continuing education, including time spent for travel and actual training or continuing education as required under the Fair Labor Standards Act (FLSA).

SECTION 3 The employer agrees to maintain a minimum of two (2) positions, as well as provide the necessary equipment, training and continuing education, on each of the following specialty teams: Washtenaw County Technical Rescue Team (WCTRT), Washtenaw County Hazardous Materials Response Team (Hazmat) and the Chelsea Area Fire Authority Fire Investigation Team. Specialty team members must maintain the minimum training requirements of their respective

team(s).

SECTION 4 Any employee attending an approved training or continuing education greater than seventy-five (75) driving miles away from the main fire station is entitled to reimbursement of actual lodging costs in a mid-range hotel room not to exceed one-hundred dollars ($100.00) per night.

SECTION 5 Any employee desiring to attend a training or continuing education shall submit a request, in writing, to the fire chief. The fire chief shall respond, in writing, to said request within seven (7) days. In the case of limited availability, funds or with multiple training or continuing education requests, approval shall be granted by order of rank (captain, lieutenant, full-time firefighter and paid-on-call firefighter) and their respective promotion/ appointment date (oldest to most recent).

SECTION 6 Upon successful completion of any training or continuing education, a record shall be placed in the employee's training and continuing education record.

SECTION 7 Employees assigned, by the fire chief or his designee, to conduct and/ or instruct training or continuing education shall be allowed time on duty and/ or receive up to one (1) hour paid preparatory time as needed to develop a lesson plan and/ or props.

SECTION 8 The employer agrees to provide all employees the minimum training and continuing education necessary to maintain their current Emergency Medical Services (EMS) license up to and including Emergency Medical Technician - Paramedic (EMT-P) ; those employees who have obtained additional certifications and licensures beyond EMT-B may NOT reduce their licensure to EMT-B if CAFA provided financial assistance.

SECTION 9 A seventy-five percent (75%) training calendar completion as presented in the annual training calendar shall be required of any full-time Employee as a condition of employment and/or promotion. All in-house and computer trainings as well as continuing education, as required in Section 1, shall be provided to full-time employees while on duty unless said training or continuing education must be provided during a particular time period or at an off-site location, in which case a thirty (30) day notice must be given to all full-time employees of the required training or continuing education taking place outside their regularly scheduled platoon work schedule. Paid-on-call firefighters shall receive a thirty (30) day notice of all required training or continuing education.

All employees are expected to respond to an "ALL CALL RESPONSE". The employer shall have the ability to initiate progressive discipline up to and including discharge for employees failing to meet response performance expectations. Response performance expectations shall be addressed on a case-by-case basis.

SECTION 10 Tuition reimbursement Chelsea Area Fire Authority agrees to reimburse up to $2,500 annually for full-time employees. Approval requests are at the discretion of the fire chief. There will not be more than two (2) employees enrolled in the TRP at a time. No employee will be eligible for the TRP until they have completed two (2) years in the department as a full-time employee. This pertains to all undergraduate classes that lead to a

degree in fire science, fire administration, health and safety, business, public administration, or emergency management/medical services subject to the following conditions:

A. That the employee secures written/email approval from the fire chief prior to enrollment for said class.

B. That the employee receives a passing grade (C- or better).

C. Any time off of work, so that the Employee can attend class, shall be at the discretion of the fire chief. PTO can be utilized as long as it follows the PTO/COMP time guidelines.

D. Reimbursement will be based on tuition costs only. Fees NOT reimbursable include those noted as technology; compliance; general; graduation; enrollment; application; infrastructure; equipment; certificate; license; registration; athletic; supplies; parking; notebooks; student; uniforms.

E. For reimbursement, the employee must submit a detailed tuition statement (book receipts, if applicable), and a grade report within 60 days of completion of the course. Tuition statements need to be detailed; they must outline fees such as registration and all financial aid. Any source of payment, such as scholarship, grant discount, MET, or 529 accounts will be deducted from the total reimbursement amount. Loans will not be deducted since they must be paid back.

F. Employees who receive any payment for their classes from another source after they have been reimbursed by CAFA must repay CAFA that amount before receiving any further reimbursements through the Tuition Reimbursement Program (TRP).

G. TRP reimbursements will be added directly to the employee's paycheck. This is considered a reimbursement and will not be used in the employees FAC.

H. Should an Employee resign, or be discharged within five (5) years of receiving tuition reimbursement, the employee shall repay the Chelsea Area Fire Authority as listed in the chart below:

1. Within 12 months - 100%

2. 13 - 24 months – 80%

3. 25 - 36 months – 60%

4. 37 - 48 months – 40%

5. 49 - 60 months – 20%

The former employee will pay CAFA directly. If the former Employee does not begin paying back CAFA within 90 days of resigning or discharge, further action will be taken.

SECTION 11 - Paramedic Education

CAFA may offer one paramedic course enrollment per calendar year if CAFA is able to afford it

(Chief's discretion). See the terms above for paying CAFA back if the employee decides to leave/resign. The offering to employees will begin with highest seniority firefighters. If no firefighter wishes to attend a paramedic program, then it will be offered to highest ranking officers by seniority.

## ARTICLE 39 - FOOD ALLOWANCE REIMBURSEMENT

1. Chelsea Area Fire Authority shall provide $1,000 in annual food allowance reimbursement for each full-time firefighter.

2. Each full-time firefighter shall participate in the food allowance program.

3. Each employee will be reimbursed on the second pay in January. This is a non-FAC item.

4. If for any reason an employee should leave CAFA employment (retirement, quit, termination, etc.) during the year in which the food allowance is paid out, CAFA shall withhold monthly amounts equal to the remaining months in the year, the employee is not employed by CAFA. The total food allowance shall be divided into 12 equal amounts and that shall be multiplied by the remaining months of the year. The months of employment shall be rounded up to the nearest month. Any employee that is employed throughout the year, that employee will get an allowance equivalent to the number of months remaining in the year. See examples below.

   Example if employee leaves- If the employee leaves April 10 (rounded to May 1), the employee will owe CAFA 8 months of food allowance to be deducted from their final pay.
   $1000/12=$83.33
   $83.33x8=$666.64 withheld

   Example if employee is hired - If the employee is hired April 10 (rounded to May 1), the employee will receive a check in the amount equivalent to 8 months to be paid within two (2) pay periods.
   $1000/12=$83.33
   $83.33x8=$666.64 to be paid to the employee for the remainder of the year.

## ARTICLE 40 FIRE STATION FURNISHINGS

SECTION 1 The employer shall furnish and maintain appropriate kitchen, living room, bedroom and bathroom facilities, at all staffed fire stations, with the items customarily found in a 24 /7 firehouse environment including, but not limited to, furniture, dishes, glassware, silverware, coffee, appliances and electronics.

## ARTICLE 41 FIRE ADMINISTRATIVE BOARD MEETINGS

SECTION 1 On-duty employees shall be permitted, with the fire chief's approval, to attend all open session Fire Administrative Board meetings so long as their attendance is not disruptive to operations.

SECTION 2 The Chelsea Fire Fighters, Local 1889 President shall receive a complete printed and digital board packet copy, at the same time the Fire Administrative Board members receive theirs, for all open session meetings.

## ARTICLE 42 COMPLIANCE TO LAW

SECTION 1 The employer and the union agree to comply with all federal and state laws regulating hiring and employment by example but not limited to: Bullard Plawecki (Employee Right -To- Know Act), Elliott-Larson (Michigan Civil Rights Act), Civil Rights Act of 1964 and its amendments, and Health Insurance Portability and Accountability Act (HIPAA).

## ARTICLE 43 ANTI-DISCRIMINATION CLAUSE

SECTION 1 The employer and the association agree to comply with Title VII of the Federal Civil Rights Act of 1964 and the Michigan Elliott-Larsen Civil rights Act, 453 of 1976 and any amendments thereto and will not discriminate against any employee covered by this agreement because of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or sexual orientation.

## ARTICLE 44 SEVERABILITY

SECTION 1 In the event any provision of this agreement is for any reason held invalid or unenforceable by reason of any federal or state law, regulation or order now existing or hereinafter enacted or put into force, such invalidity or unenforceability shall not affect the remainder of this Agreement. If this Agreement is affected by the enactment of a federal or state law, regulation or order, the parties agree to meet for the purpose of discussing language changes or additions to comply with the government mandate.

## ARTICLE 45 MAINTENANCE OF CONDITIONS

SECTION 1 All wages, hours and conditions of employment negotiated and agreed to by the parties in this Agreement, shall be maintained during the term of the Agreement, unless mutually agreed to change in a written document signed by both parties.

## ARTICLE 46 DURATION

This agreement shall become effective upon its acceptance by the association and employer and shall remain in force, from the date of signing until the completion of the duty day for December 31, 2027 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this agreement. A notice of desire to modify, alter, amend, renegotiate, change, or any combination thereof shall have the effect of extending the Agreement until a new agreement is entered into.

In witness whereof we have hereunto set our hands and seals.

| **MICHIGAN ASSOCIATION OF FIRE FIGHTERS** | **CHELSEA AREA FIRE AUTHORITY** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Dates this 22nd day of January, 2024

Attachment A

(Voluntary Authorization for Deduction of Association Union Dues or Service Charge Form)

## UPDATE LANGUAGE AUTHORIZATION FOR DEDUCTION OF UNION DUES OR SERVICE CHARGE

**NAME:** _____

**EMAIL ADDRESS:** _____

**DEPARTMENT:** _____

I hereby authorize to be deducted monthly from my wages, hereafter earned, while in the employment of the Chelsea Area Fire Authority, a labor representation fee of one (1%) percent of the highest paid base wage within classification divided by 12 for a full-time employee or twenty-eight ($28.00) dollars per month for a paid-on-call employee. This amount shall also include an additional amount of $2.50 per pay to be reimbursed to the Local Association through a direct deposit or check made out to the Local 1889 Association.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the Employer or until the termination of the collective agreement between the Employer and the Union, whichever occurs sooner; and, I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective agreement between the Employer and the Union until revoked in writing by me on a form provided by the Employer or until the termination of each applicable collective agreement between the Employer and the Union, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the Employer.

**SIGNATURE OF EMPLOYEE:** _____

**EMPLOYEE ADDRESS:** _____

**CITY:** _____ **ZIP CODE:** _____ **PHONE:** _____

**DATE SIGNED:** _____

**DATE DELIVERED TO EMPLOYER:** _____

ORIGINAL TO EMPLOYER
COPY TO MAFF