

12/31/97

LABOR CONTRACT
BETWEEN
THE CHARTER TOWNSHIP OF HAMPTON
AND
HAMPTON TOWNSHIP FIREFIGHTERS ASSOCIATION
LOCAL 1831 - AFL-CIO

EFFECTIVE DATE: January 1, 1994 - December 31, 1997

Hampton Township

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Original / signed

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AGREEMENT

This agreement entered into this _____ day of _____, 19____, with an effective date of January 1, 1994, by and between the Charter Township of Hampton, hereinafter called the "Township" County of Bay, State of Michigan, and the Hampton Township Firefighters Association, Local 1831, International Association of Firefighters, AFL-CIO, hereinafter called the "Union".

WITNESSETH

WHEREAS, the Township and the Union recognize and declare that providing a quality fire department for the protection of the persons and property in Hampton Township is their mutual aim, and that the character of such public service depends, to a great extent, upon the quality and morale of the firefighters employed by the Township; and

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and

WHEREAS, both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employees of the Township; and

WHEREAS, both parties are desirous of facilitating peaceful adjustment of all grievances which may arise from time to time between the Township and the Union; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

Now, therefore, in consideration of the following mutual covenants, it is hereby agreed by and between the parties hereto as follows:

ARTICLE 1

RECOGNITION OF TOWNSHIP RIGHTS

The management of the Township in all of its phases and details shall remain vested in the Township, however, the Township shall recognize the rights of the employee in the Union as expressed herein. The Township retains the sole rights to manage its affairs including, but not limited to:

- (a) The right to determine the Township's mission and policies;
- (b) The right to plan, direct, control and determine the operation or services of the Township;
- (c) The right to determine the methods, means and number of personnel needed to carry out the Township's mission;
- (d) The right to direct the working forces;
- (e) The right to hire and assign or to transfer employees and reserves;
- (f) The right to promote, suspend, discipline or discharge for just cause;
- (g) The right to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (h) The right to make, publish and enforce reasonable rules and regulations;
- (i) The right to introduce new or improved methods, equipment or facilities consistent with the terms of the Agreement;
- (j) The right to require firefighters to perform assigned work during assigned shifts. A firefighter shall not assign, transfer or subcontract his/her responsibilities to another person(s).

ARTICLE 2

RECOGNITION: AGENCY SHOP AND DUES

Section 1 - Recognition: The Township hereby recognizes the Union as the exclusive and sole bargaining representative for all full-time, regular salaried employees of the Hampton Township Fire Department, employed or to be employed, excluding: The Chief of the Hampton Township Fire Department, which post is hereby deemed and determined by the Township, to be a supervisory and administrative position, and all reserve firefighters employed from time to time by the Township on an hourly, per trip, or per diem basis. The term "firefighter", as used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit.

The Township agrees not to bargain with any labor organization other than the Union for the duration of this Agreement.

Section 2 - Agency Shop: Membership in the Union is not compulsory. Firefighters have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against a firefighter in regard to such matters.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the firefighters in the bargaining unit fairly and equally without regard to whether or not a firefighter is a member of the Union. Accordingly, it is fair that each firefighter in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement.

Section 3: In accordance with the policy set forth above, all firefighters in the bargaining unit shall, as a condition of continued employment, pay to the Union, the firefighter's exclusive bargaining representative, an amount of money equal to that paid by other firefighters in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present firefighters, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new firefighters, the payment shall start thirty-one (31) days following the date of employment. However, it is agreed that temporary employees of the Hampton Township Fire Department are exempt for the provisions of this Article and are excluded from the bargaining unit and Union until the Township designates them as permanent firefighters. Temporary employees shall receive the beginning hourly rate of pay as provided in this Agreement for regular firefighters, but without any other contract benefits.

Section 4 - Dues: The Township, if authorized by a firefighter to deduct from his/her wages, Union dues, fees or assessments, shall comply and forward same to the Local Union on or before the last day of each month.

All dues checkoff authorizations shall be in writing and signed by the firefighter. The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purposes of complying with any of the provisions of this Article.

The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided; it shall make that deduction from the employee's next pay in which deduction is normally deducted after the error as been called to its attention by the employee or the Union.

Section 5 - Bulletin Board: The Township shall provide suitable space solely for the use of the Union to post Union bulletins. The Township will also provide suitable space solely for the use of the Union so that the Union may, at its own expense, install a locked and enclosed display case or bulletin board.

ARTICLE 3

DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1: The Township shall not discipline or discharge an employee with seniority without just cause.

Section 2: The Township shall have the right to post work rules spelling out standards of expected employee conduct.

Section 3: The Township agrees that it will give written warnings to employees prior to discharge where the misconduct is not so aggravated, in the opinion of the Township, as to call for immediate discharge, or where the misconduct is in violation of a posted work rule requiring no warnings. The Township shall provide the Union representative with copies of written warnings.

Section 4: The Township agrees that upon the discharge or suspension of an employee to notify, in writing, the Union representative of the discharge or suspension.

Section 5: All written warnings shall remain in effect for a period of one (1) year from the date of the written warning.

Section 6: Any firefighter may request an investigation as to his discharge or suspension by written request within ten (10) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days from the date of receipt of the written request and a decision reached within fifteen (15) days from the conclusion of the appeal hearing. If no decision has been rendered within fifteen (15) days from the conclusion of the appeal hearing, the case shall then be taken up as provided for in Article 4 hereof.

Section 7 - Rules: It is recognized that the Township has retained the right to make such rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the effective and efficient operation, and after reducing to writing, giving notice, and posting in the fire station, to require compliance therewith. The Union reserves the right to question the reasonableness at the time of enforcement of the Township's rules and regulations through the grievance procedure.

Section 8 - Union Activities: Any firefighter member of the Union acting in any official Union capacity, shall not be discriminated against for any acts carried out in such capacity so long as such acts do not unreasonably interfere with the conduct of the Township's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 4

ARBITRATION AND GRIEVANCE PROCEDURES

Section 1: The arbitrable forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are covered in this Agreement and which are not excluded from arbitration.

The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any supplementary Agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Grievances must be taken up promptly and no grievance shall be considered or discussed which is presented later than ten (10) days after such has happened, or as provided in Article 3, Section 1.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Township and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

Section 2: Should any grievance, dispute or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: As a condition of precedent to continuing the grievance process, an employee is required to bring the grievance to the Fire Chief's attention and discuss the matter in an informal conference. Both parties will make good faith efforts to resolve the matter before proceeding to Step 2. At this informal conference the employee may have a Union representative present if requested.

Step 2: By conference between the aggrieved firefighter, the Local Union President, or his/her designee, and the Chief of the Hampton Township Fire Department. If the grievant is not satisfied with the deposition of the grievance by the Chief, the grievance may be appealed, in writing, to the Township Supervisor, on the regular grievances form provided for and by the Union, as hereinafter provided for in Step 3 of this procedure. Any grievance not appealed within seven (7) calendar days after the conference with the Chief shall be considered as dropped by the Union and grievant.

Step 3: Within ten (10) calendar days of the receipt of the appeal grievance, the Township Labor Committee, or designee, shall hold a meeting with the grievant and the Union in an attempt to resolve the grievance. The Township Labor Committee, or designees, shall provide a written answer to the Union within ten (10) calendar days. Failure of the Township Labor Committee to render its decision within said ten (10) calendar days, shall be construed as granting the grievance unless the facts and circumstances require additional time to render a decision, and the Union has been advised, in writing, of such facts and circumstances.

Step 4: In the event the grievance is not resolved in Step 2 above, or the written answer is unacceptable to the Union, the Union may, within ten (10) calendar days following receipt of the written answer, or ten (10) calendar days following the day the written answer was due, whichever date is later, may appeal the grievance, in writing, to the Township Board. Said written appeal shall be filed with the Township Clerk. Failure of the Union to request said appeal within said ten (10) calendar days period shall be deemed a withdrawal of the grievance and shall bar further action or appeal. In the event an appeal is made to the Township Board, it shall be heard at the next regularly scheduled Board meeting. Within ten (10) calendar days following the Board meeting, the Board or its designee shall provide the Union with a written disposition of the grievance. Failure of the Board to render its decision within said ten (10) calendar days shall be construed as granting the grievance unless the facts and circumstances require additional time to render a decision, and the Union has been advised, in writing, of such facts and circumstances.

Step 5 - Mediation: In the event the grievance is not resolved in Step 4 above, it may be referred to an impartial mediator upon written request of either party. In order for the grievance to proceed to mediation, the written request must be made within ten (10) calendar days of receipt of the written disposition in Step 4 or be barred from further appeal or action. Either party may submit a list of three (3) names to the other. The parties shall select one (1) individual from the lists and that person shall act as the impartial mediator.

In the event that no agreement can be reached on the selection of the impartial mediator, each party shall submit two (2) names and the mediator shall be drawn by lot. The recommendation or decision of the mediator shall not be binding on either party. If the matter cannot be resolved through mediation, the mediator shall so certify to that fact in writing with copies to be given to the Union and Township. The cost for the mediator, if any, shall be shared equally by the Township and the Union.

Step 6 - Arbitration: In the event the grievance is not resolved in Step 4 or 5 above, it may be referred to an impartial arbitrator upon the written request of either party. In order for the grievance to proceed to arbitration, the written request must be made within (10) calendar days of receipt of the written disposition in Step 4, or certification from the mediator in Step 5, as the case may be, or be barred from further appeal or action. The executive board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The procedures set forth herein may be invoked only by the authorized Union representative or the Township.

Either party may submit a list to the other, said list to contain the names of responsible citizens, any of which shall be capable of handling an arbitration. The parties shall select one (1) individual from the list and that person shall act as the impartial arbitrator. If no agreement can be reached on the selection of the impartial arbitrator, he/she shall be appointed by the Michigan Employment Relations Commission (MERC), or the American Arbitration Association (AAA).

Section 3: The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties. All costs, fees and expenses of arbitration shall be shared equally by the Township and the Union.

Section 4 - No Strike, No Lockout: The Township will not lockout during the term of this Agreement.

The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the health, safety and welfare of the community. Under no circumstances will the Union cause, or permit its members to cause, or will any member of the bargaining unit take part in any strike in any department of the Township, or any curtailment of work or restriction of operations or interference with the operations of the Township or any picketing during the term of this Agreement. In the event of a work stoppage, other curtailments of operations, or picketing, the Township shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, picketing, or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and shop stewards, shall immediately declare such work stoppage, picketing, or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full operations. Copies of such written notices shall be served upon the Township. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation.

ARTICLE 5

SENIORITY

Section 1 - Seniority: Seniority is hereby granted to all firefighters of the Township within the bargaining unit. Seniority in the case of firefighters shall be determined on the basis of the firefighters last day of hire and shall not be affected by race, sex, marital status, or dependents of the employee. There shall be no replacement of firefighters by temporary employees of the Township unless in case of an emergency.

Section 2 - Probation: Full-time firefighters shall serve a probationary period of six (6) working calendar months during which time they will be termed "probationary" employees. Notwithstanding anything contained within this Agreement to the contrary, a probationary employee's service with the Township may be terminated at any time by the Township and neither the firefighter so terminated nor the Union shall have recourse to the grievance procedures over such termination.

During the probationary period, a firefighter shall not be eligible for employee benefits unless expressly provided otherwise. The Fire Chief, with the consent of the Township, may waive all or a portion of the probationary period, seniority shall start with his/her most recent date of full-time hire as a firefighter of the Township.

Section 3 - Seniority List: At the date of execution of this Agreement, the Township shall furnish to the Union a seniority list that is up to date and which shall show the individual firefighter's hiring date, name and his/her seniority. This list shall be furnished during the term of this Agreement. Further, said list shall be posted on the bulletin board in the Hampton Township Fire Department so that each firefighter may know his/her seniority and the Township shall furnish the Union President the same list at the Union's request. If the seniority date posted is not contested by either party within thirty (30) days after posting, then said date of seniority is to be presumed conclusively correct.

Section 4 - Loss of Seniority: A firefighter's seniority and employment shall terminate if:

- (a) The employee quits; or
- (b) The employee is discharged; or

- (c) The employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report to work within seven (7) calendar days after the issuance of the Township's notice of recall by certified mail to the employee's last known address as shown by the Township's records. It shall be the responsibility of the employee to provide the Township with a current address; or
- (d) The employee is absent from work for three (3) consecutive working days without advising the Township of an acceptable reason to the Township for such absence; or
- (e) The employee overstays a leave of absence without advising the Township of a reason acceptable to the Township, subject to the three (3) day requirement as specified in (d) above; or
- (f) The employee gives a false reason in requesting a leave of absence; or
- (g) A settlement with the employee has been made for total disability; or
- (h) The employee is retired; or
- (i) The employee is laid off or has not, for any reason other than worker's compensation leave, worked for the Township for a continuous period exceeding the length of such employee's employment or two (2) years, whichever occurs sooner; or
- (j) The employee falsified pertinent information on his/her application for employment.

Section 5 - Lay-Off and Recall: Strict seniority shall prevail in the layoff and rehiring of firefighters. In reducing the work force, the last firefighter hired shall be the first laid off and the last firefighter laid off shall be the first firefighter recalled. In the event of a layoff, a firefighter so laid off shall be given ten (10) days notice of recall by registered or certified mail, return receipt requested. The firefighter must respond to such notice within three (3) days after delivery thereof and actually report to work in ten (10) days after deliver of notice unless otherwise mutually agreed to. In the event the firefighter fails to comply with the above, he/she shall lose all seniority rights under this Agreement. It shall be the firefighter's responsibility to provide the Township with a current mailing address. All notices shall be sent to the firefighter's last known address.

ARTICLE 6

UNION REPRESENTATIVE

Section 1: The Township recognizes the right of the Union to designate a duly elected representative or alternate. The authority of the Union representative or alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

Section 2: The investigation and presentation of grievances with the Township or the designated Township representative in accordance with the provisions of the collective bargaining agreement.

Section 3: The collection of dues when authorized by appropriate Union action.

Section 4: The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

- (a) Have been reduced to writing; or
- (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interferences with the Township business.

Section 5: The Union representative or alternate have no authority to take strike action or any other action interrupting the Township's business except as authorized by official action of the Union. The Township recognizes these limitations upon the authority of the Union representative or his/her alternate, and shall not hold the Union liable for any unauthorized acts. The Township, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Union representative or his/her alternate has taken strike action, slow-down or work stoppage in violation of this Agreement.

Section 6: The Union representative or alternate shall be permitted reasonable time to investigate, present and process grievances on the Township property without loss of time or pay during his/her regular working hours.

Section 7: All communications pertaining to this Agreement from the Township shall be forwarded to the President of the Union at the Union's last known address of record.

ARTICLE 7

EXAMINATIONS

Section 1: Regular annual physical (including pulmonary function), mental or other examinations required by the Township (not to exceed one (1) per year), shall be promptly complied with by all employees. The Township shall pay for all such examinations. The Township shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees for time spent at the place of examination or examinations. The Township will provide each employee with a two (2) week notification during which he must take his annual examination. Failure to obtain said examination during said period will be construed as a voluntary quit by the employee, unless the employee is on an excused leave, and then the examination will be rescheduled.

Section 2: In the event an employee has suffered an illness or injury which prevents him for working two (2) or more consecutive days, the employee will take such physical, mental or other examinations as may be requested by the Township or the Township's insurance carrier providing any coverage of the employee prior to his being allowed to return to work. The Township or insurance carrier shall pay for all such examinations. The Township will schedule such examinations within one (1) week of its request. If due to unforeseen circumstances, the employee cannot present himself for said examination, the Township will reschedule the same within one (1) additional week, provided, however, the Township will not be responsible for the accrual of any wages or fringe benefits because of the delay, unless otherwise waived by the Township. Failure to obtain said examination during said period will be construed as a voluntary quit by the employee.

ARTICLE 8

SEPARATION OF EMPLOYMENT

Upon discharge or upon quitting, provided at least a two week written notice is given before quitting, the Township shall, on the payday in the week following such discharge or quit, pay to the firefighter all earned wages. In addition thereto, the Township shall pay such firefighter all earned but unused vacation days, prorated holiday pay for the quarter in which the discharge or quit occurs, payment not to exceed the annual amount prorated yearly basis. In addition to the foregoing, any firefighter with twenty-five (25) or more years of service with the Township as a firefighter, shall, upon retirement, pay to the retiring firefighter all unused accumulated sick leave days. Upon the death of a firefighter while in the employment of the Township, the Township will pay the same foregoing benefits to the estate of the firefighter or his/her duly appointed personal representative.

ARTICLE 9

LEAVE OF ABSENCE

Section 1 - Personal Leave: Upon written application from a firefighter, the Township may, for good cause shown, grant a written leave of absence, without pay, for a period not to exceed ninety (90) days. Said leave may be extended for additional ninety (90) day periods for reasons which, in the opinion of the Township, are satisfactory. No benefits will accrue during such leaves and the Township will not be obligated to continue payment of insurance premiums or make any pension contributions. The firefighter must make suitable arrangements for continuation of insurance before the leave will be approved, and pension will be frozen with payment of the last active payroll check.

Section 2: Seniority will not accrue during such leave. During the period of leave, the firefighter shall not engage in firefighting or related work, or utilize said leave time to work elsewhere during the time he/she normally would be scheduled to work for the Township. Failure to comply with this requirement shall result in the immediate and complete loss of seniority.

Section 3: When a firefighter is unable to work because of proven illness or injury which is not work related, seniority will continue to accrue for one (1) year or length of seniority, whichever is shorter, and will be frozen thereafter for a period of one (1) year or length of seniority, as of the last day worked, whichever is shorter. When a firefighter is unable to work because of a compensable work related illness or injury, seniority will continue to accrue until he/she is awarded disability benefit under the Federal Social Security Act or there is a settlement and/or redemption of a claim under the State Worker's Compensation Act. Seniority will be frozen, however, if the compensable leave exceeds seniority established as of the last day worked.

Section 4: Fringe benefits will not accrue during a sick leave except as herein provided. If the leave is because of an illness or injury which is not work related, the Township will continue to pay premiums for hospitalization insurance, life insurance, and sickness and accident insurance for the premium period month in which the leave occurs, plus six (6) months, or length of seniority, whichever is shorter, to cover the entire cost of hospitalization insurance, life insurance and sickness and accident insurance. If the employee is covered by a State or Federal Hospitalization Act, the Township will not have to continue hospitalization coverage as herein set forth. Any benefit not addressed herein is not included. Pension benefits will be frozen as of the last day the employee receives an active payroll check from the Township.

Section 5: If the leave is because of a compensable work related illness or injury, the Township will continue to pay premiums for hospitalization insurance, life insurance, sickness and accident insurance, and the dental and optical insurance for the premium period month in which the leave occurs, plus twelve (12) additional premium period months. The employee will have the right to pay premiums to the Township on his/her behalf for the group hospitalization insurance after the one (1) year period for the length of time he/she maintains his/her seniority with the Township. If a compensation settlement is made prior to one (1) year, a firefighter will reimburse the Township for all premiums or benefits paid by the Township as set forth herein. Any benefit not addressed herein is not included. Pension benefits will be frozen as of the last day the employee receives an active payroll check from the Township.

Section 6: The Township agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any firefighter designated by the Union to attend a labor convention or serve in any capacity on other official Union business of short duration, provided forty-eight (48) hours written notice is given to the Township by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of firefighters affected, in order that there shall be no disruption of the Township's operations due to lack of available firefighters.

ARTICLE 10

COURT TIME

A firefighter who is requested or authorized to appear in a court of law in a work related matter shall continue to receive his/her regular salary while away at court. The employee must, however, surrender to the Township any witness fees received before reimbursement will be made. The firefighter must also furnish documentation to the Fire Chief that he/she has been subpoenaed or furnish satisfactory evidence that the appearance was performed on the days for which payment is claimed.

ARTICLE 11

PAY DAY

All firefighters shall be paid on the first Friday immediately following the week in which the money was earned. Pay shall be held back one (1) calendar week.

ARTICLE 12

RESIDENCY CLAUSE

The firefighters shall live within the corporate limits of Hampton Township. Any after-hired firefighter shall within six (6) months following his/her probationary period, live within the corporate limits of Hampton Township. In the event that this provision is found unconstitutional, the parties agree to reopen their contract for the limited purpose of re-negotiating this provision.

ARTICLE 13

DRIVING RECORD

As a condition of employment with the Charter Township of Hampton Fire Department, a firefighter shall:

- (a) Maintain a valid Michigan operators license.
- (b) Maintain his/her insurability within the township fleet vehicle liability policy.
- (c) The parties recognize that due to the emergency nature of the work, a firefighter's driving record may be adversely affected while driving on behalf of the Township, even though the firefighter follows Township policy and due diligence and exercising safety precautions. When applying this article, the Township must give consideration to the employee's work related driving record as a mitigating factor, when the employee complies with the above factors.

An employee who is deemed unqualified to work, due to the provisions of this article, shall be given at least a six (6) month leave of absence, without pay or benefits, for purposes of regaining admission into the existing fleet insurance coverage, or the restoration of the employee's driver's license.

1996 HOURLY 1997 HOURLY 1997 ANNUAL SALARY

beginning	9.64	9.98	\$27,504.88
6 months	10.41	10.77	\$29,682.12
1 year	10.79	11.17	\$30,784.52
3 year	11.19	11.58	\$31,914.48
5 year	11.52	11.92	\$32,851.52
7 year	11.89	12.31	\$33,926.36
10 year	12.10	12.52	\$34,505.12

FIREFIGHTER SALARY SCHEDULE

20-Nov-96

ARTICLE 14

SALARY SCHEDULE

Section 1 - Rates of Pay: The following hourly rates of pay shall be paid for the calendar year indicated:

1994	Hourly	Annual	1995	Hourly	Annual
Beginning	9.36	25,796.16	Beginning	9.64	26,567.84
6 Months	10.11	27,863.16	6 months	10.41	28,689.96
1 Year	10.49	28,910.44	1 Year	10.79	29,737.24
3 Years	10.86	29,930.16	3 Years	11.19	30,839.64
5 Years	11.18	30,812.08	5 Years	11.52	31,749.12
7 Years	11.54	31,804.24	7 Years	11.89	32,768.84
10 Years	11.75	32,383.00	10 Years	12.10	33,347.60

1996	Hourly	Annual	1997	Hourly	Annual
Beginning	9.93	27,367.08	Beginning	10.23	28,193.88
6 Months	10.72	29,544.32	6 Months	11.04	30,426.24
1 Year	11.11	30,619.16	1 Year	11.44	31,528.64
3 Years	11.53	31,776.68	3 Years	11.88	32,741.28
5 Years	11.87	32,713.72	5 Years	12.23	33,705.88
7 Years	12.25	33,761.00	7 Years	12.62	34,780.72
10 Years	12.46	34,339.76	10 Years	12.83	35,359.48

Section 2: It is understood and agreed that the above payment schedule is computed on the basis of two thousand seven hundred fifty-six (2756) hours per year (53 hours per week, times 52 weeks in any one year). A firefighters weekly compensation shall be based on the applicable hourly rate times fifty-three (53) hours per week.

Section 3 - Overtime Reimbursement: Firefighters shall be paid one and one half (1 1/2) times their applicable hourly rate for all hours actually worked in excess of two hundred and twelve (212) in a consecutive twenty-eight (28) day period (4 weeks times 53 hours per week). Payment for overtime worked during the twenty-eight (28) day period shall be made the following payday after the twenty-eight (28th) day of calculation of overtime in excess of two hundred twelve (212) hours only. Call-in overtime shall be paid during the regular pay schedule. Vacation, sick and funeral days as per the contract shall not be counted for purposes of overtime, but shall count towards the two hundred twelve (212) hour period.

Section 4: In the event that any state or federal statute, regulation, rule or Attorney General opinion is promulgated or passed that affects the wage and hour policies agreed to herein, the parties shall reopen this contract for the limited purpose of renegotiating this Article.

Section 5 - Newly Hired Firefighters: A firefighter must, within the first six months of employment, successfully complete a recognized basic first aid course, C.P.R. course. Within one year successfully complete the State of Michigan Firefighters Training Council Firefighter Certification Standards which is Public Act 291, if offered within said period of time, or in any event within the first year of employment to proceed beyond the one (1) year salary step. A firefighter's salary will be frozen at the one year level until completion of the aforementioned courses along with the advanced first aid course or, if offered, the First Responder Course. After one year and completion of said courses, progression through the salary steps will be based on time worked unless accelerated as hereinafter provided. The Township medical requirements will never be less the level required by the State of Michigan.

Section 6 - Certification Bonus: (a) At any time after one (1) year and upon successful completion of the below courses, a firefighter may advance to the next salary step at which he/she is currently working by completion and certification, in progression of the following:

- 1) (a) Firefighters hired before 12/31/93 - Certified EMT (Licensed by the State of Michigan); or
- (b) Firefighters hired before 12/31/93 - State certified firefighter Level I phase A and B courses (licensed by the State of Michigan where required).
- (c) Any firefighter hired after 1/1/94 will be required to successfully complete fire officer programs I and II.
- 2) (a) Firefighters hired before 12/31/93 - Certified advanced EMT (Licensed by the State of Michigan); or
- (b) Firefighters hired before 12/31/93 - Certified paramedic (Licensed by the State of Michigan); or
- (c) Firefighters hired before 12/31/93 - State certified firefighter Level II, C and D courses and an additional 150 hours of advanced approved courses.
- (d) Any firefighter hired after 1/1/94 will be required to have successfully passed the fire officer program III, plus 225 hours of advanced approved courses.

(b) Those firefighters who have successfully completed and have been certified in category number 1 will, at the end of each calendar year, receive a total bonus of one percent (1%) of their base salary step. However, as a condition to receiving said one percent (1%) increase, the firefighter will be required to take a minimum of eight (8) hours per year of additional training or course work in an area related to state licensed EMT and/or state certified firefighter level IA and B. Those firefighters who have successfully completed and have been certified in categories number 1 and 2, will, at the end of each calendar year, receive a total of one and one-half percent (1 1/2%) of their then base salary step.

However, as a condition to receiving said one and one-half percent (1 1/2%) increase, the firefighter will be required to take a minimum of sixteen (16) hours per year of additional training or course work in an area related to state licensed EMT, state certified firefighter level IA, and B and firefighter level II, C and D.

Section 7 - Class Attendance: (a) Every effort will be made by the Township in scheduling a firefighter's work day and allowing for the trading of time so as to allow for attendance at classes, provided the firefighter has given sufficient advance notice of the dates the classes are offered. A firefighter will be released from work, without loss of pay, only for attendance at those classes mandated by the Township. If a Township approved class results in the trading of time between firefighters, the Township will allow the Fire Chief to repay that time provided it is during the Fire Chief's normal five-day work week.

(b) Prior approval must be obtained from the Township for all courses where trading of time occurs, or for any course that the Township reimburses the firefighter for expenses, tuition or other costs. The Township will reimburse a firefighter for books and tuition for all mandated and approved courses upon proof of completion of the same and proof of obtaining a grade of "C" or better.

Section 8 - Assistant Chief: All firefighters shall be paid on the basis of the above salary schedule, except the Assistant Chief, who will receive an additional one hundred twenty-five (\$125.00) dollars per month over and above said salary schedule at his/her appropriate step. To remain qualified for the additional salary, the Assistant Chief shall abide by and follow all Hampton Township Fire Department standard operating policies and procedures currently in existence or as may be implemented in the future, the same as all other full-time firefighters of Hampton Township. The Assistant Chief shall be a full-time functioning firefighter at all times. In the absence of the Chief (such as, vacation, sick leave, funeral leave, conference leave, etc.) he/she shall assume and exercise all duties of the Chief as mandated by the Township Board, and continue to implement the Fire

Department's existing standard operating policies in a professional, efficient and expeditious manner. The Assistant Chief shall be required to assume the Chief's duties in his/her absence, regardless of whether it is a regular scheduled work day or not. This includes, but is not limited to, being available within the Township, reporting to the Department a minimum of one (1) hour per day, informing the Department of his/her availability at all times, and responding to emergencies that may arise.

Section 9: All full-time firefighters, including the Assistant Chief, shall be paid in a manner that complies with state and federal wage and hour laws for responding to all off-duty emergencies and non-emergency runs.

The effective date of placement on the various salary steps shall coincide with the anniversary date of the last hiring of the firefighter. On the hiring of additional firefighters, it is mutually recognized that experienced firefighters are preferable and that past experience and mandated education should be recognized in the beginning salary, provided, however, no new hire will be placed above the three (3) year salary step. In every case where it is contemplated by the Township to hire additional firefighters at a salary in excess of the beginning salary to be paid to inexperienced firefighters, the Union shall be first advised of the prospective appointment and the views of the Union as to the salary to be paid to the experienced firefighter shall be solicited.

ARTICLE 15

HOURS OF WORK

Section 1 - Regular Schedule: The regular schedule of firefighters will be as follows: one (1) twenty-four (24) hour day on duty, one (1) twenty-four (24) hour day off duty, one (1) twenty-four (24) hour day on duty, one (1) twenty-four (24) hour day off duty, one (1) twenty-four (24) hour day on duty; and then four (4) twenty-four (24) hour days off duty (56 hour average on a 28 day work cycle).

Section 2: If, in the opinion of the Township, said schedule is not advantageous to the operations of the Township, the regular schedule of firefighters shall become a subject of negotiations between the parties upon the Township serving a thirty (30) day written notice to the union.

Section 3: Trading of time by full-time firefighters shall be permissible only after obtaining approval of the Chief of the Hampton Township Fire Department. If the Chief is absent, then the Assistant Chief shall either approve or disapprove same. In the event of approved trading of time, no additional compensation shall be paid. The trading of time is done voluntarily by the firefighters and not at the benefit of the Township. The reasons for the trading of time is due, not to the Township's business operations, but to the firefighter's desire or need to attend personal matters. A record shall be maintained by the Township of all time traded by firefighters. The period during which time is traded and paid back shall not exceed twelve (12) months.

Section 4 - Unauthorized Assignment of Work: Full-time firefighters shall not assign, delegate, or subcontract their assigned work to another person.

ARTICLE 16

OVERTIME

Section 1 - Scheduled Non-Emergency Overtime: Overtime shall be paid to a firefighter at the rate of one and one-half (1 1/2) times the normal rate of pay with two (2) hours minimum call back time for scheduled non-emergency overtime. Scheduled non-emergency overtime is to be distributed evenly between the firefighters by the Chief of the Hampton Township Fire Department. When overtime occurs, the full-time firefighters shall be offered the opportunity to work first. After the full-time firefighters list is exhausted then reserves may be recalled in.

Section 2 - Overtime List: An overtime list with all firefighters names shall be posted at the Hampton Township Fire Department in order to distribute overtime evenly. When a firefighter is called in for overtime and refuses to work the overtime, then it shall be entered on the overtime list as R24 (Refused 24 hours) or W24 (Worked 24 hours) if the overtime is not refused. When overtime is refused, it shall be recorded as having been worked. Employees shall not be asked to work overtime when on vacation unless an emergency exists within the department.

Section 3 - Emergencies: The overtime list and overtime distribution policy shall not apply when, in the sole discretion of the Fire Chief or his/her designee an emergency situation exists. The overtime list and overtime distribution policy shall again be utilized to equalize all overtime in the regular work schedule. Firefighters shall be guaranteed a call-in premium of one (1) hour at one and one-half (1 1/2) times the regular hourly rate for answering emergency calls and one and one-half (1 1/2) times the regularly hourly rate thereafter. Call-in overtime shall be calculated based on increments of fifteen (15) minutes after the first one (1) hour period. The call-in premium shall not be counted towards computing monthly overtime.

ARTICLE 17

VACATIONS

Section 1: The Township agrees to grant the firefighters vacation as follows:

Years (Anniversary date of last hire)	Days Vacation (24 hour work days)
1	6
2	7
7	8
10	9
12	10
15	11

Vacation time shall be non-cumulative and shall be taken during the calendar year the firefighter is entitled to same.

Section 2: The scheduling of vacation time shall be approved by the Fire Chief and shall be taken in increments of not less than one (1) day at a time. In no case shall firefighters receive pay in lieu of vacation except upon specific agreement with the Township.

Section 3: 3 day carry over with approval of Chief to be used by April 1st.

Section 4: Firefighters will be allowed 8 hours additional personal time, to be used a minimum of 1 hour at a time, and only on days the Chief will be available to fill in for them, and has granted prior approval of. Subject to review after one year and not intended to be used for any other work related business.

ARTICLE 18

HOLIDAYS

Section 1 - Benefit: In lieu of paid holidays, the Township shall pay to each firefighter the sum of eight hundred (\$800.00) dollars per year payable quarterly on a calendar year basis. Any firefighter who works any holiday shall receive his/her regular rate of pay only. For probationary employees, holiday pay will accrue during the probationary period and paid accordingly upon completion of the probationary period.

Section 2 - Eligibility: To be eligible to receive the quarterly payment, the firefighter must be on the active payroll. The amount of payment for the quarter will be prorated on the basis of the number of days worked during the quarter, days worked to include all days for which the firefighter is compensated by the Township.

ARTICLE 19

SICK LEAVE

Section 1 - Benefit: A firefighter shall be entitled to one (1) twenty-four (24) hour work day per month, but not to exceed twelve (12) twenty-four (24) hour work days in any one (1) year. When twelve (12) twenty-four (24) hour work days are accumulated, the employee shall be paid for the unused time at the rate of two (2) twenty-four (24) hour work days sick leave for one (1) twenty-four (24) work day of pay. When sick days are used, the firefighter shall build the cumulative days back to fifteen (15) twenty-four (24) hour work days before he/she is eligible to draw compensation on unused sick days.

Section 2 - Unused Sick Days: The firefighter shall be paid for the cumulative sick days over fifteen (15) twenty-four (24) hour work days as of the 31st of December each year. Same shall be paid no later than the 15th day of January of the following year. For probationary employees, the above days will be accumulated during the probationary period and credited to their account upon completion of the probationary period.

Section 3 - Eligibility: To be eligible to earn the one (1) work day or any portion thereof per month, the firefighter must have worked and been on the active payroll. Credited time earned will be prorated on the basis of the number of days the firefighter is on the active payroll for the month.

ARTICLE 20

FUNERAL LEAVE

Section 1 - Benefit: When a death occurs to a firefighter's (including probationary firefighters) spouse, parents, children (stepchildren and foster children), brothers, sisters, current mother-in-law, or current father-in-law, and the firefighter attends the funeral the Township will grant two (2) twenty-four (24) hour scheduled work days leave with pay, starting with the day of the funeral and going back, provided the firefighter is on active payroll. When a death occurs to a firefighter's current brother-in-law, current sister-in-law, grandparents, or grandchildren, the Township will grant one (1) twenty-four (24) hour work day leave with pay, from notification of death, provided the firefighter would otherwise have been scheduled to work.

Section 2: Under no circumstances shall an employee be required to work the calendar day immediately after the funeral if the death is a spouse, parents, or child. If the employee is scheduled to work the calendar day immediately after the funeral, then employee may have that day off without pay or may utilize vacation or sick day. If the employee has only taken one (1) funeral day due to a regularly scheduled day off or otherwise, then the employee may take the second funeral day immediately after the funeral. Funeral leave is to provide the firefighter time off to meet his/her obligations, and unrelated use of this time will not be allowed.

Section 3 - Pallbearer: The Township will allow eight (8) hours leave, provided the firefighter is scheduled to work, to act as a pallbearer at the funeral of any relative not specifically mentioned above, and provided the firefighter submits a slip to the Township from the funeral home that they have acted in the capacity as a pallbearer.

ARTICLE 21

UNIFORMS AND EQUIPMENT

Section 1: The Township shall provide all new firefighters with three (3) new uniforms. For each fiscal year, each firefighter shall be eligible to receive up to two (2) new uniforms on an as needed basis. After a firefighter has accumulated five (5) sets of uniforms, to be eligible to exchange old uniforms for new uniforms, firefighters will be required to return old or worn uniforms or provide justifiable reasons for not returning. Exchange for new uniforms shall be limited to a maximum of up to two (2) uniforms per year. Upon presentation of proof of purchase, firefighters will be reimbursed up to fifty dollars (\$50.00) per year for purchases of Township approved black shoes, belt or tie.

Section 2: The Township shall furnish one (1) dress uniform, winter dress coat, dress shirt, black tie and dress cap, which shall be worn when the firefighters are attending meetings or functions appropriate for the use of dress uniforms. All uniforms so approved will remain at the fire station, are not to be worn other than on duty, or as otherwise approved herein, and the Township will, at its expense, clean and maintain said uniforms as needed.

Section 3: The Township shall furnish to the firefighters, equipment to fight fires safely, and will further continue to provide the housekeeping equipment and supplies as provided in the past for the duration of this agreement.

Section 4: Uniforms and firefighting equipment shall be replaced by the Township whenever they are no longer presentable for wear or fit for use. It is understood and agreed that all equipment, uniforms and dress uniforms shall be worn only when on duty and/or at Township functions.

ARTICLE 22

LIFE INSURANCE

Section 1 - Benefit: The Township shall pay the full cost connected with providing twenty thousand (\$20,000) dollars of life insurance for each firefighter, including probationary firefighters, coverage to commence as of the first premium period month after employment.

Section 2 - Right to Select Carriers: The Township reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy of policies issued by an insurance company or insurance companies selected by the Township so long as coverage is substantially equal to or better than existing coverage.

ARTICLE 23

SICKNESS AND ACCIDENT INSURANCE

Section 1 - Benefit: The Township shall pay the full cost connected with providing sickness and accident insurance of three hundred fifty (\$350.00) dollars per week for fifty-two (52) weeks for each firefighter, may supplement by using one sick day per week. Requests shall be made in writing. If the employee does not submit a written request, he or she shall be paid for sick days equal to the number of days missed from work, however, in no event shall payment for sick days exceed the number of sick days the employee as accumulated in his or her sick day bank, including probationary firefighters, coverage to commence as of the first open enrollment date under the insurance policy after employment. In the event that an employee becomes eligible to receive sickness and accident insurance benefits and payment is delayed, the Township will pay seventy-five percent (75%) of the benefit upon receiving sufficient verification from the employee's doctor. Upon receipt of sickness and accident benefits, the employee shall reimburse the Township for any advance payments made resulting from delays.

Section 2 - Right to Select Carriers: The Township reserves the right to provide this sickness and accident insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Township so long as coverage is substantially equal to or better than existing coverage.

ARTICLE 24

HOSPITALIZATION AND MEDICAL INSURANCE

Section 1 - Benefit: The Employer shall pay one hundred percent (100%) of the monthly premium cost for the Blue Cross and Blue Shield Preferred provider Organization (PPO) plan in existence as of the date of the signing of this Agreement. Employees also have the option of continuing the Blue Cross and Blue Shield plan that existed prior to the date of the signing of this Agreement, by paying the difference in monthly premium costs over the PPO plan through payroll deduction. New employee coverage shall commence as of the first open enrollment date under the insurance policy after the beginning of employment. The Township reserves the right to seek like or better coverage with other companies.

Section 2: The benefits provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the employer. "Insurance companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Township and the insurance company.

Section 3 - Right to Select Carriers: In the event the Township desires to change the insurance carrier, the new policy shall be equal to or better than the present insurance coverage with Blue Cross-Blue Shield. Notification of the change shall be given to the Union at least thirty (30) days prior to any change. The Union shall have the opportunity to review any new policy to compare coverages prior to the Township changing insurance carriers, and shall within said thirty (30) day period, notify the Township of any objection thereto.

Section 4 - Non-Duplication of Benefits: Any employee who is entitled to health care benefits under any employee insurance plan or employer self-insurance plan which provides benefits similar to or identical to this agreement, and elects to receive alternative benefits in lieu of Township benefits, shall receive one-third (1/3) of the premium savings to the Township paid to an annuity mutually selected by the Township and the union on a quarterly basis in lieu of the Township's health care benefits.

Section 5 - Continuation of Benefits After Retirement: Subject to the conditions specified below firefighters with more than twenty (20) years but less than thirty (30) years of service with the Township shall be eligible for the following:

Firefighters Hired Before 1/1/94:

- (a) Upon retirement after age fifty-five (55) the Township shall pay one-half (1/2) of the required monthly premium for hospitalization insurance under the existing hospitalization insurance plan for the retired firefighter and his/her eligible spouse. Whenever mentioned herein, eligible spouse is the spouse to which the firefighter is married as of the date of his/her retirement from active employment with the Township.

Upon attainment of medicare eligibility age, the Township shall pay one-half (1/2) the cost of monthly medicare supplement for firefighters. For purposes herein, medicare supplement is defined as that hospital and medical insurance program that provides supplemental benefits to those provided under the medicare program of the United States Government through its department of social security.

- (b) Firefighters who retire at the medicare eligibility age or older, shall receive payment toward one-half (1/2) of the required monthly cost of medicare supplement for the retired firefighter and his/her eligible spouse.

Firefighters Hired After 1/1/94:

- (a) Upon retirement after age fifty-five (55) the township shall pay one-half (1/2) of the required monthly premium, not to exceed two hundred (\$200.00) dollars per month for employee and his/her eligible spouse, and not to exceed one hundred (\$100.00) dollars for single employee coverage, for hospitalization insurance under the existing hospitalization insurance plan. Whenever mentioned herein, eligible spouse is the spouse to which the firefighter is married as of the date of his/her retirement from active employment with the Township.

Upon attainment of medical eligibility age, the Township shall pay one-half (1/2) of the cost of monthly medicare supplement for the firefighter, not to exceed two hundred (\$200.00) dollars per month. For purposes herein, medicare supplement is defined as that hospital and medical insurance program that provides supplemental benefits to

those provided under the medicare of the United States Government through its department of social security.

- (b) Firefighters who retire at the medicare eligibility age or older, shall receive payment toward one-half (1/2) of the required monthly cost of medicare supplement, not to exceed two hundred (\$200.00) dollars, for the retired firefighter and his/her eligible spouse, and not to exceed one hundred (\$100.00) dollars for single medicare supplemental coverage.

Section 6 - Retirement With Thirty (30) or More Years of Employment: Subject to the conditions specified below:

Firefighters hired before 1/1/94:

- (a) Upon retirement after the age of fifty-five (55) the Township shall pay the full cost of the required monthly premium for hospitalization insurance under the existing hospitalization insurance plan for the retired firefighter and his/her eligible spouse. Whenever mentioned herein, eligible spouse is the spouse to which a firefighter is married as of the date of his/her retirement from active employment with the Township.

Upon attainment of the medicare eligibility age, the Township shall pay the full cost of monthly medicare supplement for the firefighter. For purposes herein, medicare supplement is defined as the hospital and medical insurance program which provides supplemental benefits to those provided under the medicare program of the United States Government through its department of social security.

- (b) Firefighters who retire at medicare eligibilty age or older, shall receive payment for the full required monthly cost of the medicare supplement for the retired firefighter and his/her eligible spouse.

Firefighters Hired After 1/1/94:

- (a) Upon retirement after the age of fifty-five (55) the Township shall pay three hundred fifty (\$350.00) dollars per month towards the cost of

the required monthly premium for hospitalization insurance under the existing hospitalization insurance plan for the retired firefighter and his/her eligible spouse, and one hundred sixty-five (\$165.00) dollars per month towards the cost of the required monthly premium for single coverage. Whenever mentioned herein, eligible spouse is the spouse to which a firefighter is married as of the date of his/her retirement from active employment with the Township.

Upon attainment of the medicare eligibility age, the Township shall pay three hundred fifty (\$350.00) dollars toward the cost of monthly medicare supplement for the firefighter. For purposes herein, medicare supplement is defined as the hospital and medical insurance program which provides supplemental benefits to those provided under the medicare program of the United States Government through its department of social security.

- (b) Firefighters who retire at medicare eligibility age or older, shall receive payment of three hundred fifty (\$350.00) dollars towards the required monthly cost of the medicare supplement for the retired firefighter and his/her eligible spouse, and one hundred sixty-five (\$165.00) dollars towards the cost of the required monthly premium for single coverage.

Section 7 - Conditions of Eligibility for Continued Health Care Benefits After Retirements:

- (a) To be eligible to participate or continue to participate in the within program, a retiring firefighter must upon attaining the medicare eligibility age, apply for and be eligible for medicare. Further, the retiring firefighter must comply with all the rules and regulations adopted by the Township and insurance carrier for such participation.
- (b) Upon the death of the retired firefighter his/her eligible spouse shall continue to receive benefits that he or she would otherwise be entitled to under the terms of this program until his/her death or marriage.
- (c) Inasmuch as the hospitalization insurance benefits and programs provided to the active firefighter is subject to change, the benefits provided for under the terms of this program shall also be subject to change. Likewise, in the event the medicare

supplement program changes, the Township may revise the benefit program outlined herein which program may or may not be consistent with that provided under the medicare supplement.

ARTICLE 25

DENTAL AND OPTICAL

The Township agrees to pay the monthly premium costs for the dental and optical insurance program in existence at the time of the signing of this contract, on behalf of each eligible firefighter. In the event the Township desires to change the insurance carrier, the new policy shall be equal to or better than the present insurance coverage with Blue Cross/Blue Shield. Notification of the change shall be given to the union at least thirty (30) days prior to any change. The union shall have the opportunity to review any new policy to compare coverages prior to the Township's changing insurance carriers, and shall within said thirty (30) day period, notify the Township of any objection thereto.

ARTICLE 26

UNEMPLOYMENT COMPENSATION

All firefighters shall be covered by Michigan Unemployment Insurance. This unemployment insurance shall be furnished and paid for by the Township.

ARTICLE 27

WORKERS' COMPENSATION

The Township agrees to cooperate toward the prompt settlement of firefighter on-the-job injury and sickness claims when such claims are due and owing. The Township shall provide workers' compensation protection for all employees even though not required by state law.

ARTICLE 28

PENSION BENEFITS

Section 1 - Benefit: The Township agrees to provide a pension plan. The Township further agrees to pay ten percent (10%) of the firefighter's base wage into an approved pension plan. Coverage to commence as of the first open enrollment date after employment. In addition to the Township's ten percent (10%) contribution, the firefighter shall contribute five percent (5%) of the firefighter's base wage into the approved pension plan.

Section 2 - Limitations: When an employee is granted a leave of absence, whether personal, or for non-work related illness or injury, or work related compensable illness or injury, pension contributions will cease and the pension fund will be frozen upon the employee's receipt of his/her last active payroll check.

ARTICLE 29

EXTENDED LONG TERM DISABILITY

Section 1 - Benefit: The Township has established a long term disability insurance program for all employees covered by this Agreement. Complete terms of the program, such as, but not limited to, eligibility and coverage, shall be as set forth in the insurance policy. Payment shall be three hundred fifty (\$350.00) dollars per week.

Section 2 - Right to Select Carriers: The Township reserves the right to provide this extended long term disability benefit through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Township so long as coverage is substantially equal to or better than existing coverage.

ARTICLE 30

CONTINUATION OF BENEFITS

Township provided benefits that are not specifically addressed in this Agreement, as to continuation or terms of coverage, shall not be provided during any period, or for any reasons or cause, that the employee is not actively employed by the Township and working, actively employed or being on the active payroll meaning any time a firefighter is issued a payroll check by the Township.

ARTICLE 31

SEVERABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or any schedules attached thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article, section or schedule should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any schedule thereto, or the application of such article, section or schedule to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 32

TERMINATION

This Agreement shall be effective on the 1st day of January, 1994, and shall remain in full force and effect until the 31st day of December, 1997. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing as least sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than (30) days prior to the anniversary date or at such other time as may be mutually agreeable to the parties hereto.

This Agreement may be extended by mutual agreement on a day to day basis after termination.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed this 22nd day of April,
19 94.

LOCAL 1831, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

BY: Wayne Schaefer
Its: President

THE CHARTER TOWNSHIP OF HAMPTON
BY ITS LABOR COMMITTEE

BY: Margaret Van Sumeren
Margaret Van Sumeren, Supervisor

BY: Sally Shepardson
Sally Shepardson, Clerk

BY: Shirley A Burley
Shirley Burley, Treasurer

MEMORANDUM OF UNDERSTANDING

This Agreement entered into between the Charter Township of Hampton and the Hampton Township Firefighters Association Local 1831-AFL-CIO to clarify Article 14, Section 7, Class Attendance of the Contract effective January 1, 1994 through December 31, 1997.

It is hereby agreed and understood between the parties that the intent of Article 14, Section 7 is to allow a firefighter scheduled to work, to trade time with another full-time firefighter in order to allow a firefighter scheduled to work to attend approved or mandated classes. In order to effectuate this trade, the firefighter schedule to work who wishes to attend a class must exhaust all efforts to accomplish a trade with a full-time firefighter prior to the attendance of the class. If the same class is offered on a different day it shall be attended if a trade can not be secured. When a firefighter enrolls in a class on a particular day or days (i.e. Monday-Wednesday, Tuesday-Thursday) he or she shall be allowed to trade those days only for the Chief to be responsible for paying the time back. Trades on other than schedule days will be paid back by the firefighters requesting the trade. In the event the firefighter seeking a trade, for a class not offered on an alternate day, and is unable to accomplish a trade with a full-time firefighter, he or she must demonstrate to the Chief or his designee, that he or she has exhausted all efforts to accomplish this trade with a full-time firefighter.

Said efforts shall be made prior to the date of the class and reasonable notice given to the Chief in a reasonable amount of time for the Chief, to contact a qualified reserve firefighter to fill in for the full-time firefighter scheduled to attend class. Upon reviewing the efforts made by the firefighter scheduled to work, the Chief, may call in or authorize another to call in a qualified reserve firefighter to fill in for the full-time firefighter while he or she attends class.

This procedure is to be accomplished by the use of forms to be drafted and supplied by the Township.

Firefighters may only trade time under this section and not accumulate overtime.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 22nd day of April, 1994.

FOR

FOR CHARTER TOWNSHIP OF HAMPTON

Margaret Van Sumeren

Shelby A. Buckley

Wayne Schaefer

Sally Inyardson