

12/31/02

2957

1994 - 2002

LABOR AGREEMENT

Local 2629

International Association of Fire Fighters

-and-

Charter Township of Independence

Effective dates January 1, 1994 to December 31, 2002

*Independence Township*

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PREFACE

This Agreement is made this 27<sup>th</sup> day of October, 1994, between the Township of Independence, Oakland County, Michigan (hereinafter referred to as the Township), and the International Association of Fire Fighters, Local 2629 (hereinafter referred to as the Union), to be effective from January 1, 1994 to December 31, 2002.

ARTICLE ONE

MISCELLANEOUS

A. Definitions: The following terms as used in this Agreement shall mean:

1. Supervisor - the elected Supervisor of Independence Township. The purpose of this definition is to provide the distinction between the Township Supervisor and a departmental authority. In the absence of the Supervisor, all references to this term shall mean (in order) the Township Clerk, Township Treasurer, and most senior elected Township Trustee.
2. Employee - Individual working full-time for pay in the Independence Township Fire Department as set forth in Article Thirty-One of this Agreement.
3. He - Means, as appropriate, either "he" or "she".

B. Agreement copies: Copies of this Agreement shall be distributed by the Township to all members of the bargaining unit, plus three (3) extra copies for the Union's file as quickly as possible after ratification, but in no event later than thirty (30) days thereafter.

The Township shall provide each new full-time employee with a copy of the current Agreement.

## ARTICLE TWO

### MANAGEMENT RIGHTS

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Township Board, except those which are clearly and expressly relinquished herein by the Township Board, shall continue to vest in and be exercised exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right:

- a. To the executive management and administrative control of the Township and its properties, facilities, equipment and the activities of its employees during employee working hours;
- b. To hire all employees and to determine their qualifications;
- c. To determine the services, supplies and equipment necessary to continue its operations and to determine all methods and schedules and standards of operation; the means, methods and processes of carrying on the work or changes therein; the institution of new and/or improved methods or changes therein;
- d. To adopt reasonable rules and regulations, determine the size of the management organization, its function, authority, amount of supervision and table of

organization, provided that the Township Board or any of its management shall not abridge any rights from employees as specifically provided for in this Agreement;

- e. To determine the policy affecting the selection of training of employees providing that said selection shall be based upon lawful criteria;
- f. To take such actions as are required in emergencies;
- g. To contract with outside sources for services beyond the resources of the department.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Township Board and its members thereof under the laws or Constitution of the State of Michigan.

The listing of specific management rights in this Agreement is not intended to be, or shall it be restrictive of, or waiver of, any rights of management not listed and specifically surrendered herein.

### ARTICLE THREE

#### MAINTENANCE OF CONDITIONS

- A. Wages, hours and conditions of employment in effect at the execution of this Agreement shall be maintained during the term of this Agreement, except for changes permitted under Article Two and not in conflict with any other specific provision of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the interpretation and application of this Agreement.

- B. This Agreement shall supersede any departmental rules and regulations inconsistent herewith not mandated by law. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the Township, appropriate Township amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

#### ARTICLE FOUR

##### SAVINGS CLAUSE

- A. If any provision of this Agreement, or any application of the Agreement to any employee covered under this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. A special conference shall be held within ten (10) days with the employee affected by this provision to discuss the provision in question that may be invalid.

#### ARTICLE FIVE

##### RECOGNITION, OTHER AGREEMENTS AND ORGANIZATIONS

- A. Subject to and in accordance with all applicable provisions of Act 336 of the Public Acts of Michigan, 1947, as amended, the Township does hereby recognize the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for

the term of this Agreement with those employees of the Township in the bargaining unit described below.

- B. The members of the unit represented by the Union include all full-time, full-paid employees of the Independence Township Fire Department except the Chief and Assistant Chief thereof.
- C. In no event shall the Township employ more than one Chief and one Assistant Chief.
- D. The Township shall not enter into any agreements with its employees individually, or collectively, or with any other organization which in any way conflicts with the provisions hereof.
- E. Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment, or in derogation of the exclusive bargaining agency of this Union.
- F. In no event shall this contract prohibit or interfere with the Township volunteer (on-call) fire protection program. Volunteer (on-call) firemen shall not be used to cover overtime within the Fire Department without the prior written consent of the Union. All full-time fire personnel shall be considered of superior rank to all volunteer (on-call) personnel, regardless of rank.

#### ARTICLE SIX

##### PROMOTION OF PRODUCTIVITY AND EFFICIENCY

The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining



unit and undertakes that the employees within the bargaining unit will individually and collectively use their best efforts to maintain the productivity and efficiency of the Fire Department. The Township undertakes that, acting in accordance with all applicable laws in applying its best management judgment, it shall strive to promote and encourage a high level of productivity and efficiency within the Fire Department.

#### ARTICLE SEVEN

##### NO STRIKE - NO LOCKOUT

- A. The Union officers or staff will not cause, authorize or encourage its members to cause, nor will any members of the bargaining unit take part in any strike, including any sympathy strike, sit-down, stay-in, or slowdown, or any curtailment of work, unauthorized absence from work, or interference with the operations of the Township during the term of this Agreement.
- B. In the event of a work stoppage, or other curtailment, the Union officers shall, as soon as possible (in any event within four (4) hours), notify the involved employees that they are in violation of this Agreement and to immediately cease the offending conduct.
- C. The Township shall have the right to discipline, up to and including discharge, any employee who participates in, or gives leadership to, any activity prohibited by this Article. No arbitrator shall have the power to modify this right.
- D. The Township agrees not to lock out the employees covered by this Agreement.

ARTICLE EIGHT

DUES DEDUCTION

- A. The Township will deduct from the pay of each employee covered by this Agreement current Union membership dues, provided that at the time of such deduction there is in the possession of the Township a current signed authorization by the employee in a form acceptable to the Township and shall continue to make such deduction until the Township receives written instructions to the contrary from said employee, according to the terms of "E" below in this Article.
- B. The Township will deduct, from every pay, current membership dues from the pay of employees authorizing same.
- C. The Township will deduct from the pay of employees in any month only the Union dues becoming due in such month.
- D. All sums deducted by the Township shall be remitted to the Treasurer of Local 2629 not later than the last day of the month in which the deductions have been made.  
In the event Local 2629 requests the Township to change the present membership dues deduction of any member, except as provided in Section "E", such request shall be effective only if the Union gives the Township thirty (30) days notice of specific changes.
- E. Employees having signed, or having previously signed dues authorization cards, may only revoke the authorization upon thirty (30) days written prior notice to the Township and only once in any calendar year. Any employee who does revoke his dues authorization card may not reinstate it for

a period of one year from the date of its revocation. In cases when a deduction is made which duplicates a payment that an employee already has made to the Union, or in any other situation in which a refund is demanded, said refunds are not the responsibility of the Township.

F. The Township shall not be liable for any errors or losses in the administration of this Article. However, the Township will correct any errors properly brought to its attention. The Township shall not be liable for the remittance or payment of any sum other than that constituting actual dues deductions made from the wages earned by the employees as authorized in writing. Furthermore, Local 2629 shall protect, indemnify and save the Township harmless against any and all claims, demands, costs, suits, and any other forms of liability that may arise out of, or by reason of, action taken or not taken by the township for the purpose of complying with this Article.

G. Agency Shop: To the extent that the laws of the State of Michigan permit, it is agreed that:

1. Employees covered by the Agreement at the time this Agreement becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of the Agreement, or pay a service charge equal to the regular amount of the dues. The deductions shall begin the month the employee signs the authorization card, if there is adequate time to make the

deduction. No dues or service charge shall be made retroactive.

2. Full-time employees (except probationary) hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement, or pay a service charge equal to the regular monthly dues, on or before the date of the second pay day of the calendar month following the probationary period.
3. Exceptions to this Article shall be:
  - a. Regular part-time employees and temporary employees;
  - b. Probationary employees.
4. The Union, in requesting the dismissal of an employee, will notify the Township when an employee is in arrears of either his service fee or Union dues for over sixty (60) days. The Township will notify the employee, and send a copy to the Union, that he is subject to dismissal upon receiving the Union notice. The Township will discharge the employee thirty (30) days after receipt of the notice, if the employee has not complied with Article Eight. The Union will also give to the Township a monthly listing of employees who have paid directly to the Union, if any.
5. If a bargaining unit employee has tendered directly to the Union his membership dues or the service

charge, or has a written authorization in effect requiring the deduction of dues or service charge, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or been expelled by the Union for any reason other than his failure to tender the dues or service charge to the Union, either directly or after revocation of his authorization.

- H. In the event of a violation of the no strike clause by action of the Union, this Article shall be immediately terminated and discontinued for the duration of the contract. However, should any employee walk off the job or engage in a work stoppage, the employee will be considered to be a voluntary quit and such action shall not be considered a violation of the no strike clause for the purpose of this Paragraph only.

#### ARTICLE NINE

##### SENIORITY LISTS

- A. The seniority list will show the names and job titles of all employees entitled to seniority by classification. Grievances against this list shall be governed by procedure set forth in Article Sixteen.
- B. The Township will maintain the seniority list, and in the event of change, will provide Local 2629 with an updated copy or otherwise upon the request of the Union.
- C. The seniority list as of the date of this contract appears herein as Appendix A.

ARTICLE TEN

UNION BULLETIN BOARDS

The Township will provide bulletin board space in each fire station and Fire Department Headquarters which may be used by the Union for posting notices of the following types:

1. Notices of Union recreational and social events;
2. Notices of Union elections;
3. Notices of results of Union elections;
4. Notices of Union meetings.

ARTICLE ELEVEN

LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A. He quits or retires.
- B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. He is absent for two (2) consecutive working days without notifying the Fire Chief, his shift officer, or in their absence, the Supervisor. After such absence, the Supervisor will send written notification by certified mail to the employee at his last known address that he has lost his seniority and his employment is terminated.
- D. He does not return to work when recalled from layoff, as set forth in the recall procedure detailed in Article 14.
- E. He fails to return from a leave of absence on the next scheduled work day after the scheduled ending date of such leave (unless prior to that date the leave has been extended), or from a sick leave covered by Worker's

Compensation or disability plans of the Township, on the date certified by his doctor for his return or his next scheduled work day, whichever is later.

- F. If on a layoff, for a period exceeding six months. In the event of subsequent recall within twenty-four (24) months after the date of the layoff, an employee who has lost seniority under this paragraph shall be offered re-employment in order of his previous seniority before new employees are hired. If recalled within the twenty-four (24) months, the employee shall regain his seniority less layoff time.

#### ARTICLE TWELVE

##### DISCHARGE AND DISCIPLINE

- A. No employees, except probationary employees, shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline whenever possible. Nothing in this section, however, shall prevent the Employer from appropriately disciplining an employee should circumstances warrant.
- B. Notice of Discharge or Discipline: The Township agrees promptly upon the discharge or discipline of a seniority employee to notify in writing the steward who represents the employee discharged or disciplined. The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his employment behavior short of discharge.
- C. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward and



the Township will make available an area where he may do so before he is required to leave the property of the Township. Upon request, the Township Supervisor or the Supervisor's designated representative will discuss the discharge or discipline with the employee and the steward.

- D. Appeal of Discharge or Discipline: Should the discharged or disciplined employee consider the action to be improper, a complaint shall be presented in writing through the steward to the Supervisor within ten (10) calendar days after receiving notice of discharge or discipline. The supervisor shall respond in writing to the steward within ten (10) calendar days after receiving such written complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure at Level 2. Failure to present the complaint in writing, within ten (10) calendar days, shall be construed as acceptance by the employee of the Supervisor's action.
- E. Use of Past Record: In imposing any sanction on a current charge, the Township will not take into account any prior infraction which occurred more than two (2) years previously nor impose sanctions on an employee for deliberate errors or mistakes on his employment application after two (2) years from his date of hire, except for bonding requirements.
- F. Any award of back wages shall be limited to the base pay plus any lost holiday pay, if applicable, that the employee would have otherwise earned, less any compensation that he received from any source during the



period of the back pay calculation. Compensation earned during such period shall not include the average sum earned from any source during the preceding twelve (12) months, if during such period the employee continues to work for such employer. For the purposes of calculation of back wages, it shall be the employee's responsibility to document all income received during such period and during the preceding twelve (12) month period.

- G. All disciplinary actions shall be void unless imposed within ninety (90) calendar days of the occurrence of the alleged violation or within ninety (90) calendar days after the Township reasonably should have known of the occurrence of the alleged violation.

#### ARTICLE THIRTEEN

##### LAYOFF

- A. The word "layoff" means a reduction in the working force due to a decrease of work or a lack of funds.
- B. If a layoff becomes necessary in the Fire Department:
1. All temporary employees shall be terminated first;
  2. Probationary employees will be laid off before seniority employees;
  3. Seniority employees shall be laid off in reverse order of seniority by classification.
- C. If the Township determines to lay off a classification, it will lay off the least seniority employee within that classification; and if that employee has seniority, he may "bump" into a lower classification if he is capable of performing the duties of that lower classification.

- D. Seniority employees advanced to officer status shall acquire a date of service for layoff purposes. In case of duplicate dates of service, total department seniority shall control.
- E. For the purposes of the calculation of benefits, seniority shall not accumulate during periods of layoff.
- F. After two (2) continuous years of layoff, recall rights shall no longer exist.

#### ARTICLE FOURTEEN

#### RECALL PROCEDURE

- A. When the working force is increased after a layoff, the employee(s) will be recalled according to seniority in reverse order of layoff.
- B. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. It is the employee's responsibility to keep the Township informed of any change in his address.
- C. The employee shall notify the Fire Chief of his intention to return orally and in writing as soon as possible, but no later than seventy-two (72) hours after receipt of the recall notice or the date that he should reasonably receive the recall notice. If the employee fails to report for work within seven (7) calendar days from the date of mailing of the notice of recall or fails to notify the Fire Chief of his intention to return to work within seventy-two (72) hours as indicated above, he shall be considered a voluntary quit. The Township Supervisor may

make exceptions if it was not feasible for the employee to return to work within the time prescribed and the employee provides written evidence of the basis for the exception.

#### ARTICLE FIFTEEN

##### SENIORITY - PROBATIONARY EMPLOYEES

- A. New hires to the Fire Department or persons rehired after having quit or otherwise lost their seniority shall serve a probationary period of one hundred and eighty (180) calendar days in their job assignment. Seniority status shall not apply during the probationary period. The probationary period may be extended by the Fire Chief if the evaluation of the employee is inconclusive at the end of the normal probationary period; in the event of such extension, the employee and the Union shall be notified in writing of the reasons for such extension.
- B. At the Fire Chief's discretion, probationary employees are eligible to earn overtime in emergency situations, pursuant to Article Thirty-Five.
- C. Employees successfully completing their probationary period shall be notified in writing and their seniority dates shall be their date of hire on a full-time basis unless their probationary period was extended; in the event of such extension, the employee's seniority date shall be established by adding the days of such extension. In the event duplicate seniority dates result from this process, the employee(s) affected shall draw lots to determine priority. The employee(s) with lower priority shall have a seniority date one day later than the higher

priority employee(s).

- D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article Five of this Agreement. The Union agrees it may not grieve the discharge or discipline of a probationary employee.
- E. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

#### ARTICLE SIXTEEN

##### GRIEVANCE PROCEDURE

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the disagreements which may, from time to time, arise affecting the interpretation and application of this Agreement. Both parties agree that these proceedings shall be as informal and confidential as is possible.
- B. Definition: A "grievance" is a complaint by a member of the bargaining unit, claiming a violation of specific articles of this Agreement or a complaint involving its interpretation or application. The grievance shall not apply to any matter which is prescribed by law or State regulation. No management prerogative, as prescribed by law or this Agreement, shall be made the subject of a grievance. If a grievance arises, there shall be no stoppage of work because of such grievance.
- C. Procedure: The number of days indicated at each step shall be considered as a maximum, and every effort will be

made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

- D. The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving grievances.
- E. Step One - Department Level: An employee with a grievance shall, within ten (10) calendar days of the event giving rise to it, or his having knowledge of such event, and accompanied by a Union steward, present the grievance and the factual basis for it to the Fire Chief in an informal conference. In the event the grievance is not resolved by this informal conference, the grievant may reduce the grievance to writing, on suitable forms, and present it to the Fire Chief within five (5) working days after the informal conference noted above. The Fire Chief, within five (5) working days after receipt of the written grievance, shall give his answer in writing to the employee.

Step Two - Supervisor Level: If the grievance is not resolved at Step One, the grievance shall be submitted in writing by the steward to the Supervisor within ten (10) calendar days after the Fire Chief's written answer in Step One. A meeting between the Supervisor and/or another representative of the Township and two representatives of the Union will be arranged to discuss the grievance. This meeting will take place within fourteen (14) calendar days after the Supervisor receives the grievance. Within ten (10) calendar days after this meeting, a written decision by the Supervisor shall be given to the steward.

Step Three - Appeals Board Level: If the grievance is not resolved at Step Two, the Union, within fourteen (14) calendar days of the Supervisor's answer in Step Two, may refer the matter to the Appeals Board by giving written notice to the Supervisor. The Supervisor shall note the date such notice is received on the first sheet of such notice. Thereafter, the following procedure shall be followed:

1. Within fourteen (14) calendar days of the written notice, the Supervisor shall appoint two (2) members to the Appeals Board who have not previously been involved in processing the subject grievance, and shall notify the Union in writing of such appointment. Within the same time period, the Union shall appoint two (2) members to the Appeals Board who have not previously been involved in processing the subject grievance, and shall notify the Supervisor in writing of such appointment.
2. The Appeals Board shall consist of four (4) persons as selected above.
3. The Appeals Board shall set a hearing date which is not earlier than thirty (30) days from the Union's notice of reference, nor later than sixty (60) days from such date.
4. The Township and the Union may present such evidence and witnesses at the hearing as they choose. Each party shall bear any expense connected therewith.
5. The Appeals Board shall consider the evidence presented to it at the hearing in reaching its decision.

6. Subsequent to the hearing, the Appeals Board shall convene to consider and discuss the evidence provided. After due deliberation, each Appeals Board member shall register by written ballot whether he would grant or deny the grievance. If a majority of the Appeals Board members votes to grant or deny the grievance, one of the members shall be delegated the responsibility to prepare the written decision of the Appeals Board. Each member of the Appeals Board shall sign the written decision. The decision, or lack thereof, shall be rendered and reported not more than thirty (30) days after the hearing date.
7. Majority decisions of the Appeals Board shall be final without appeal and binding on both the Township and the Union.

Step Four - Arbitration:

1. If the grievance is not settled at Step Three, the Union may, within twenty-one (21) calendar days after the written decision at Step Three, submit the grievance to the American Arbitration Association for arbitration in accordance with its rules.
2. The arbitrator so selected will hear the matter promptly and will issue his decision according to the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions of the issue submitted.
3. The power of the arbitrator stems from this



Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof.

- a. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b. He shall have no power to establish salary structures or change any salary.
  - c. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement, and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Township's rights and responsibilities except to the extent that such rights and responsibilities may be expressly limited by the terms of the Agreement.
4. The decision of the arbitrator shall be final and binding on the Union, its members, the employee or employees involved, and the Township, if such decision is within his authority.
  5. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan law.
  6. The arbitrator's fees and expenses shall be shared equally by the Township and the Union. The expenses



and compensation of any witnesses or participant in the arbitration shall be paid by the party calling such witnesses, or requesting such participation.

- F. In the event that the Township refuses or fails to answer a grievance within the time limits set forth in this Article, the grievance shall advance automatically to the next highest step of the grievance procedure, unless withdrawn by the Union.
- G. Nothing contained herein shall preclude the grievant from being present during the hearings, upon request of either party.
- H. A grievance may be withdrawn and, if so withdrawn, all financial liability shall be canceled. Where one or more grievances involve a similar issue, the Township and Union may agree to process one of the grievances to conclusion with all similar grievances decided on the basis of the disposition of the representative case.

#### ARTICLE SEVENTEEN

##### SAFETY

- A. The Township shall endeavor to provide all necessary equipment in good working order to ensure the maximum safety to the employees.
- B. A Safety Committee, consisting of two (2) representatives appointed by the Union and two (2) representatives appointed by the Supervisor, is hereby authorized and shall be formed upon written demand of the Township or the Union.
- C. Recommendations for changes shall be submitted by the Safety Committee to the Fire Chief.

ARTICLE EIGHTEEN

PROMOTIONS

A. Promotions or new jobs within the Fire Department shall be made, or filled, on the basis of experience, qualifications for the position desired, the required training for said position as set forth below, levels of past training, ability to perform and desire and willingness to do the job. Employees shall be expected to fulfill all the requirements of this Article in order to be promoted or fill new jobs.

1. Employees desiring promotion from a non-ranking position should have completed at least five (5) years service with the Independence Township Fire Department. Said employees shall also have completed all levels of fire fighting training outlined by the Michigan Fire Fighters Training Council. The applicant shall also have a certificate of training in an approved command training course, which at a minimum shall mean that the applicant shall have obtained a Fire Officer I certificate to qualify for a Lieutenant position, a Fire Officer II certificate for a Captain position, and a Fire Officer III certificate and certified Fire Inspector for Assistant Chief/Fire Marshall.

Employees will be eligible to have officer classes paid for by the Township if approved by the Fire Chief and said employee has had at least three (3) years seniority. In the event there are no

qualified applicants meeting the five (5) year service requirement, consideration for promotion shall be given to other qualified applicants within this bargaining unit who have completed less than five (5) years service.

In the event there are no qualified applicants for the ranking position within the bargaining unit, the Township may hire from outside the bargaining unit.

2. Before an employee may be promoted from a ranking position to the next level ranking position, said employee must have completed two (2) years in the previous position as well as meeting all other qualifications set forth in this Article. The applicant must also display readiness and applicable training for the position desired.
3. Except as provided above, the Township will strive to ensure that all vacancies in the ranking positions within the bargaining unit be filled by a member of the Local 2629 bargaining unit.
4. Job vacancies will be posted for a period of seven (7) calendar days on the Union bulletin board.
5. At no time will a vacancy be filled without the successful passing of an approved testing procedure established by the Chief, which shall include the following:
  - a. Written exam.
  - b. Oral exam (oral exam conducted by a Board chosen by the Chief).

- c. Physical (where applicable).
  - d. Qualifications (where applicable).
  - e. Seniority (where applicable).
6. The most qualified employee chosen for the vacancy shall be granted a sixty (60) calendar day trial period with an additional four (4) week trial period at the Chief's discretion to determine:
- a. The employee's desire to remain on the job;
  - b. The employee's ability to perform the job.
7. During the trial period, the employee shall have the opportunity to revert back to his former classification upon forty-eight (48) hours written notice. If the employee's performance is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee.
8. During the trial period, the employee shall receive the rate of pay for the job the employee is performing.

## ARTICLE NINETEEN

### HOURS OF EMPLOYMENT

- A. The standard work week of all firefighters, driver-engineers, lieutenants and shift captains shall be fifty-six (56) hours as prescribed by Act 125 of the Public Acts of 1925, as amended. The standard work week for the Assistant Chief/Fire Marshall shall be forty (40) hours.
- B. Subject to department manpower requirements, employees shall be permitted to trade work or leave days upon forty-eight (48) hours notice and with the written permission of the Shift Captain with notification to the Fire Chief.

- C. Forty (40) hour work week employees may be required to work on the fifty-six (56) hour work week schedule by the Fire Chief as he deems necessary, not to exceed 30 days. The wages of an employee shall not increase or decrease because of this change in schedule.
- D. The Shift Captain shall be required to cover absences on his platoon caused by illness, vacation, or other causes that do not exceed sixty (60) calendar days.
- E. In the absence of the Shift Captain, that position shall remain vacant except that, in the case of any emergency run, the next highest officer on duty or the highest seniority driver-engineer shall be deemed the officer in charge until a full-time officer arrives at the scene.

#### ARTICLE TWENTY

##### RATES OF NEW JOBS

- A. When a new job is created in the unit and cannot be properly placed in an existing classification, the Township will establish a three-month interim rate and notify the Union.
- B. Prior to establishing final classification and rate structure, the Township will negotiate a permanent rate.
- C. Any member of the bargaining unit who is placed in an acting capacity to temporarily perform the duties of a bargaining unit position shall be paid fifty (50%) percent of the dollar difference between the position's full-time salary and the current salary of the employee performing the acting job.

ARTICLE TWENTY-ONE

FILLING OF VACANCIES

- A. In the event of sickness, disability, suspension or other temporary unavailability of a bargaining unit employee, the Township shall not be required to consider the replacement of said employee, unless the Township determines that the staffing level has been so reduced so as to detrimentally affect the efficient and effective operations of the department. In which case, the Township shall have the right to replace said employee in accordance with the Township's Charter, ordinances, rules and regulations and the laws of this state. To the extent possible, the Township will make best efforts to replace such employees after a six (6) month time period of sickness or unavailability, except, however, if the employee is expected to return to work at a point in time later than said six (6) month time period, this provision shall not be applicable.
- B. After six (6) months, the Township and Union shall meet and review the status of the employee in regards to the acting position.

ARTICLE TWENTY-TWO

HEALTH EXAMINATIONS

- A. The Township Supervisor or his representative may require or authorize an employee to submit to a physical examination by a licensed physician, mutually identified and previously agreed upon by the Union and the Township, at the Township's expense, unless this cost is covered by the employee's health insurance.

- B. In the event the physical examination indicates an employee is found unfit for fire service, the Township, if possible, will provide other employment within the Fire Department or elsewhere in the Township.

ARTICLE TWENTY-THREE

WORKER'S COMPENSATION

- A. Each employee will be covered by the applicable Worker's Compensation laws. The Township further agrees that an employee being eligible for Worker's Compensation will receive, if injured on the job, in addition to his Worker's Compensation income, an amount to be paid by the Township sufficient to make up the difference between Worker's Compensation and his regular net weekly income based on hours for a period of ninety (90) calendar days. This supplement by the Township will be paid only for days for which the employee receives Worker's Compensation benefits (except for payments for the first seven (7) days of absence if the total absence on account of the compensable injury is less than fourteen (14) days).
- B. There shall be a joint Worker's Compensation Committee consisting of a designee of the Township Supervisor and the Fire Chief or his designee, and two Officers of Local 2629 or their designees. The Committee's functions shall include the review of worker's compensation claims, cases and appeals; the development of cooperation and communications with the worker's compensation insurance carrier; the rendering of assistance to fire fighters having worker's compensation claims and cases; and the



overall improvement of worker's compensation services for fire fighters. The Committee will meet as necessary to carry out its functions. The recommendation of this Committee shall not be binding on the Township.

#### ARTICLE TWENTY-FOUR

##### LONGEVITY PAY

- A. Longevity pay will be paid to all employees according to the following schedules:
1. For employees hired prior to January 1, 1988:

After 5 years continuous service	- \$ 550
After 8 years continuous service	- \$1,100
After 11 years continuous service	- \$1,650
After 14 years continuous service	- \$2,200
After 17 years continuous service	- \$2,750
  2. For employees hired after January 1, 1988:

After 5 years continuous service	- \$ 250
After 8 years continuous service	- \$ 500
After 11 years continuous service	- \$ 750
After 14 years continuous service	- \$1,000
After 17 years continuous service	- \$1,250
- B. Effective January 1, 1995, the above longevity pay will be paid the first pay period following the employee's anniversary date of hire; provided, however, that for the year 1994, those employees whose anniversary date fell between January 1 and September 1 shall receive their longevity pay with a retroactive check for any retroactive wage payments under this Agreement for the first year of this Agreement. Employees whose anniversary date falls after September 1, 1994 shall receive the above longevity pay the first pay period following their anniversary date.
- C. In order to qualify as a "year of continuous service," the employee must earn the equivalent of 1,040 paid straight-



time hours in the calendar year for forty (40) hour per week employees and 1,456 paid straight-time hours for fifty-six (56) hours per week employees. In no event will this provision allow an employee to obtain more continuous service than actual calendar months elapsing from the employee's date of hire.

- D. To be eligible for a higher level, the employee must have five (5), eight (8), eleven (11), fourteen (14), seventeen (17) years, as the case may be, as of December 31 of the previous calendar year.

#### ARTICLE TWENTY-FIVE

##### PENSION PLAN

A. Effective January 1, 1995, the Township shall provide for employees covered under this Agreement a pension under the Michigan Municipal Employees Retirement System, which shall be at the B4 benefit level with F55 (25 years) service. All new employees, including those hired after January 1, 1994, shall become members of the Michigan Municipal Employees Retirement System, and their pension shall be as set forth at the B4 benefit level with F55 (25 years) service. Effective January 1, 1995, employees hired prior to January 1, 1994 shall have the following options:

1. Elect to continue in the pension plan that was in force prior to January 1, 1995 for employees' covered in this Agreement.
2. Elect and participate in the Michigan Employees' Retirement System with B4 benefits and F55 (25 years) service requirements and roll over to said system all

monies that the employee and the Township have contributed to the plan through December 31, 1994 that existed prior to the adoption of the Michigan Municipal Employees Retirement System plan.

3. Elect to join the Michigan Municipal Employees Retirement System and participate in the B4 benefit program with F55 (25 years) service requirements, but not roll over monies previously paid into the pension plan that was in existence prior to January 1, 1995.
- B. For those employees who elect to participate in the B4 benefits with F55 (25 years) service of the Michigan Municipal Employees' Retirement System and roll over all funds, both their own contributions and Township contributions, to the plan in effect prior to January 1, 1995, the Township will pay the total cost of both accrued and current service based on the employee's base wage per calendar year.
  - C. For those employees who elect to participate in the Michigan Municipal Employees' Retirement System B4 benefits with F55 (25 years) service, but choose not to roll over all funds from the previous existing plan, the Township will pay only for current service up to the percent of base wage per calendar year set forth in Article 25.G.
  - D. For those employees electing to continue participating in the pension plan that was in existence prior to January 1, 1995, the Township shall continue to pay the applicable percent of the employee's base wage per calendar year toward the cost of said plan as set forth in Article 25.G on the anniversary date of the policy (May 1).

- E. Those employees who roll over their entire funds (employee contributed and employer contributed through December 31, 1994) to the Michigan Employees' Retirement System plan adopted herein, who have an excess of funds, namely, that the cost of the purchase of the past service by the rollover is less than the funds to be rolled over, the employees are entitled to retain in their individual accounts the surplus funds, consistent with all applicable laws, statutes, rules and regulations, whether same be State or Federal. For those employees who purchase past service, whose roll over funds cannot purchase all the past service, the Township, as provided above, will pay for said past service; provided, however, this provision shall only apply in the event that the employee has rolled over all of the Township contributed and all of the employee contributed funds from the previous plan.
- F. Employees may roll over part of the accumulated funds in the previous plan to the Michigan Employees' Retirement System, but if said rollover does not purchase all of the past service, the Township shall not be obligated for the purchase of past service.
- G. The following Township contribution schedule to the pension plans shall apply:

YEARS EMPLOYED AS A FULL-TIME  
 FIRE FIGHTER IN THE INDEPENDENCE  
TOWNSHIP FIRE DEPARTMENT

TOWNSHIP

Zero to one year

5% of the employee's base wage per calendar year. The Employee shall contribute 5% of the employee's base wage per calendar year toward said pension plan or the cost of said pension plan beyond the Township's contribution, whichever is greater.

Second, third, fourth  
year

7% of the employee's base wage per calendar year. The Employee shall contribute 3% of the employee's base wage per calendar year toward said pension plan or the cost of said pension plan beyond the Township's contribution, whichever is greater.

Fifth year

8% of the employee's base wage per calendar year. The Employee shall contribute 2% of the employee's base wage per calendar year toward said pension plan or the cost of said pension plan beyond the Township's contribution, whichever is greater.

Sixth year or more

10% of the employee's base wage per calendar year. The Employee shall pay the cost of said pension plan beyond the Township's contribution, as provided herein.

If the Township's contribution to the pension plan, as set forth above, is less than the cost of the plan, any such difference shall be set forth in a separate fund, deposited in an appropriate interest bearing bank account, to be used in the future for contributions toward pension costs as mutually determined by the Township and the Union, but in no event during the life of this Agreement will the Township be responsible for contributing more than the percentage of an employee's base wage per calendar year set forth in this Article 25.G. Upon request from the Union, the Township, on an annual basis, shall advise the Union in writing of the amount of such deposits and interest earned. In the event that the cost of the Michigan Employees' Retirement System plan adopted herein exceeds the Township's contribution of the employee's base wage per calendar year, the employee shall pay the additional costs. The time of the above

enumerated contributions, if made to the Michigan Municipal Employees Retirement System plan hereunder shall be in accordance with the provisions of said plan.

- H. The options herein must be selected by the employee no later than December 1, 1994, in writing, to the Township Clerk. Failure to select said options will be deemed that the employee is electing to participate in the Michigan Municipal Employees' Retirement System plan as set forth herein, but with no provision for any past service under the plan, and the Township not being obligated to purchase, in such case, any past service for said employee. The option to select the Michigan Municipal Employees' Retirement System shall be, in any event, according to the rules and regulations of the Michigan Municipal Employees Retirement System plan and shall be available if the number of employees required by the Michigan Municipal Employees' Retirement System to participate have elected the Michigan Municipal Employees Retirement System option set forth herein.
- I. In any event, the obligation of the Township pension contribution shall be limited to the percentage of the employee's base wage for a calendar year in each category listed and as set forth in Article 25.G through December 31, 2002.
- J. During the calendar year January 1, 1994 through December 31, 1994, the pension plan in effect, as of December 31, 1993, shall continue in effect and force with the contribution rate of the Township as set forth therein; provided, however, there shall be no obligation to make said contributions for employees hired after January 1,

1994, but instead, the contribution for said employees shall become effective January 1, 1995 when the Michigan Municipal Employees Retirement System plan, as set forth herein, becomes effective.

- K. The contribution rate and the benefits of the Michigan Municipal Employees' Retirement System pension adopted hereunder, namely, the B4 F55 (25 years) plan, shall be calculated on an employee's base wage for a calendar year.
- L. Once an employee, hired prior to January 1, 1994, elects the options set forth herein, the employee shall not have another opportunity to exercise any option provided herein. There shall be only a one time opportunity to elect the options provided herein.
- M. The Township's contributions hereunder to the Michigan Municipal Employees Retirement System pension plan shall be forwarded to said plan based upon the terms and conditions agreed upon between the Michigan Municipal Employees Retirement System and the Township. Employees' contributions required hereunder to the Michigan Municipal Employees Retirement System shall be deducted from the employees' paycheck, if authorized, for each pay period.

#### ARTICLE TWENTY-SIX

##### HEALTH AND LIFE INSURANCE

- A. 1. The Township shall pay the full cost as of January 1, 1994, of a Blue Cross/Blue Shield Prudent Purchaser Organization (PPO) ("Blue Preferred Plan") policy covering full family subscription. The policy shall include the equivalent of Blue Cross/ Blue Shield MVF-1, catastrophic master medical, the ML rider, a

prescription drug rider with a \$3.00 co-payment, a mandatory second opinion rider and a predetermination rider. Sponsored dependents shall be continued on the coverage at the employee's expense.

2. The Township shall also offer the traditional Blue Cross/Blue Shield Plan. However, this plan coverage is only offered contingent upon the employee paying, at his expense, without limitation, the difference in premium cost between the PPO plan and the traditional plan.
  3. It is the employee's responsibility to determine which plan best suits his needs, as specific coverage under each plan may differ.
  4. It is understood that the issues covered by this Article Twenty-Six are a proper subject for negotiations in future contracts.
- B. 1. An employee who retires at the age of 55 shall have 50% of the employee's health insurance premiums paid, pursuant to the plan set forth in this Article, or as that plan is amended by this or any subsequent contract, provided the employee meets the following conditions:
- a. Has at least 15 years of seniority with the Township Fire Department;
  - b. Is age 55 or older; and
  - c. Is eligible to retire pursuant to the applicable pension plan referred to in this Agreement.

2. The Township further shall provide for employees who are retired, who reach the age of 65, for the full premium of the employee's health care insurance, provided the employee is:



- a. Age 65 or older, and
  - b. Has at least 15 years of seniority with the Township Fire Department, and
  - c. Enrolls in Medicare Parts "A" and "B".
- C. The following dental coverage plan shall be offered to employees and their families:

Class I	Diagnostic and Preventive	50%
Class II	Basic including: (Fillings, Oral Surgery, Periodontics, Endodontics)	50%
Class III	Major including: (Bridges, Crowns, Dentures)	50%
Class IV	Orthodontics	50%
	Annual maximum for each person:	\$600
	Lifetime Maximum Orthodontics for each child under age 19	\$600

Predetermination: This dental plan includes the following limitations:

Missing Tooth Limitation - no reimbursement for dental services related to a tooth missing at the inception of coverage until the individual has been covered for at least 24 months.

Crowns - The installation of crowns is a Class III benefit rather than a Class II benefit.

- D. Employees shall receive a term life insurance policy in the amount of \$30,000, including, at employee's expense, the option of convertible term coverage on all insurance over the \$15,000 level. Cost of such option shall be contingent on employee's age, insurability, and policy coverage selected and available.
- E. 1. An eye examination and one (1) pair of eyeglasses are to be furnished once every two (2) years to each



full-time Fire Fighter who requires corrective vision. The reimbursement payment for both is not to exceed one hundred (\$100.00) dollars.

2. Those full-time Fire Fighters whose eyeglasses have been broken on the job or in the line of duty shall have same replaced at the Township's expense, provided the replacement cost is verified by submission of a paid bill for the cost of said replacement.

- F. Except as provided in Article 26, Section B, provided that there shall be no cost to the Township, the Township shall provide a group health insurance plan or carrier for the benefit of all employees who retire at the age of fifty-five (55) until said employees are eligible for Medicare for the term of this Agreement. The cost of said health insurance shall be borne solely by the employee so retired with the premium being paid directly to the plan or carrier. The Township at all times reserves the right to select the plan or carrier. There shall be no cost to the Township for providing said insurance.

## ARTICLE TWENTY-SEVEN

### LEAVES

- A. Disability Protection:

1. a. The Township will provide to seniority employees a disability insurance plan paying, from the eighth (8th) day of injury or illness until age sixty-five (65), seventy percent (70%) of the employee's base salary up to a maximum of

twenty-three hundred (\$2,300.00) dollars per month.

- b. There shall be no sick leave accumulation. Sick days will be paid as necessary when employee is ill. The Township will pay first seven (7) calendar days until disability policy begins payment; but provided, however, that in the event there are sick leave abuses as determined by the Chief or Shift Captain, employee shall be subject to discipline with the first offense of a loss of a day's pay, second offense three days without pay, third offense suspension up to discharge.
- 2. After an employee has been absent on account of injury or sickness of three (3) consecutive duty days or more, the employee shall provide to the Chief a written statement from a physician as to the nature of the disability and the employee's physical or mental condition and ability to perform his required duties before return to duty.
- 3. If an illness occurs on the day before or after a vacation period, the employee must present a physician's statement to the Township upon his return.
- 4. A seniority employee on sick leave or disability leave will be considered to be working for purposes of all benefits under this agreement for length of time indicated in the following schedule:

<u>PERIOD OF SERVICE</u>	<u>LENGTH OF TIME FOR BENEFITS</u>
Less than five years	Nine months

Five years, but less than ten years	Fifteen months
Ten years, but less than fifteen years	Twenty-One months
Fifteen years or more	Twenty-Seven months

Notwithstanding the foregoing, employees will not be entitled to food allowance during any period of sick leave. For the remainder of a longer sick leave than provided for in the above schedule, the employee will not be considered to be working for any purpose, and

- a. will not earn vacation, pension, longevity pay or food allowance; and
- b. will not receive holiday pay occurring during the sick leave; and
- c. may continue in the Township's group life insurance only by prepaying on a monthly basis the premium thereof.

The employee will receive, notwithstanding the foregoing schedule, Blue Cross coverage paid for by the Township only during the six (6) insurance months following the month during which a sick leave begins with respect to employees with less than five (5) years of service and only during the twelve (12) insurance months following the month during which a sick leave begins with respect to employees having five (5) years or more of service. An employee on sick leave will retain and earn seniority up to twenty-four (24) months.

5. 56 hour seniority employees shall have one (1) personal leave day per year. Employees may earn the following additional personal time: After six years,

six (6) hours; after seven years, twelve (12) hours; after eight years, eighteen (18) hours; after nine years, twenty-four (24) hours; with maximum personal time at the end of nine years being two (2) days.

40 hour seniority employees shall be entitled to personal leave days as follows: Up to nine years of service to the Department, one (1) personal leave day per year; over nine years of service to the Department, two (2) personal leave days per year; Over twenty years service to the Department, three (3) personal leave days per year.

Said personal days, if used, must be used in the calendar year for which they are provided and may not be carried over from one year to the next. Personal days, as provided herein, may not be used for the purpose of extending vacations or holidays.

B. Unpaid Leaves of Absence for Seniority Employees:

1. Upon sixty (60) days written prior notice to the Supervisor, leaves of absence for specific reasonable periods not to exceed two (2) years shall be granted without pay and without loss of seniority to employees who have been continuously employed by the Township for three (3) years or more upon application to the Supervisor for:
  - a. Service in any full-time elected position, public or union;
  - b. Illness or injury provided that the employee shall return to work when medically able;

D. Jury Duty: An employee who serves on jury duty will be paid the difference between the amount paid for jury duty and his regular amount of net pay for scheduled time lost as a result of jury duty service.

E. Military Leave:

1. Reinstatement of Seniority Employees: Any employee who enters into active service in the armed forces of the United States for up to one term of enlistment or draft, upon termination of military service under honorable conditions, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing, at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization, continuing after discharge for not more than two (2) years.
2. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period upon his return; provided, however, that this provision shall only apply to one (1) term of service.
3. Except as hereinbefore provided in this Article, the re-employment rights of veterans will be limited by applicable laws and regulations.

4. Employees who are in a branch of the Armed Forces Reserves, or National Guard, who are called to duty and away from full-time employment from the Township during said service, shall be paid fifty (50%) percent of the difference between the amount paid the employee by the Reserves or National Guard for said service and the employee's regular amount of net base pay for scheduled time lost as a result of said service; provided, however, the liability for the payments set forth herein shall be limited to two (2) weeks per year.
  5. Employees, upon completing military service, shall have added seniority equal to the time spent in military service.
- F. Court Appearances: Employees called back for court appearances on a scheduled day off shall be paid a minimum of three (3) hours provided:
1. the case is a result of job-related activities;
  2. documentation is presented to the Fire Chief on the court appearance with a punched-out time card from the court.
- Subpoena fees paid to the employee shall be paid to the Township or offset in employee's wages.

#### ARTICLE TWENTY-EIGHT

##### PAY ADVANCES

If a regular pay day falls during the employee's vacation and he wants advanced pay, he must make the written request at least two (2) weeks prior to the time of vacation. Untimely

written requests will be honored at the discretion of the Township Clerk for extenuating circumstances.

ARTICLE TWENTY-NINE

VACATIONS

- A. Employees on a forty (40) hour per week schedule shall be entitled to annual paid vacations in accordance with the following schedule:

During first year of employment	None
After one year	Eleven (11) working days
After six years	Sixteen (16) working days
After fourteen years	Eighteen (18) working days
After twenty years	Twenty-one (21) working days
Each additional year	One (1) day to maximum of twenty-six (26) working days

- B. Employees on a fifty-six (56) hour per week schedule shall be entitled to annual paid vacations in accordance with the following schedule:

During first year of employment	None
After one year	Six (6) working days
After six years	Eight (8) working days
After fourteen years	Nine (9) working days
After seventeen years	Ten (10) working days
After twenty years	Eleven (11) working days

- C. Vacations must be taken in the year following the year earned. Vacation time will be based on the employee's department seniority date. Only five (5) unused vacation days for 56 hour employees and only ten (10) unused



vacation days for 40 hour employees will be paid to the employee at his straight base rate on the basis of his normal work day, provided, however, that in extraordinary circumstances within the Department whereby, with the Chief's approval, the employee is required not to take his scheduled vacation, then, and only with the Chief's approval, more than five unused vacation days will be paid 24 hour employees per year and more than ten unused vacation days will be paid 40 hour employees per year. Employees will, while on vacation, receive credit for any benefits provided in this Agreement.

- D. When a holiday is observed by the employee during the scheduled vacation, he shall receive his holiday pay.
- E. If an employee becomes ill and is under the care of a duly licensed physician during the scheduled vacation, the vacation may be rescheduled and the sick leave article will be applicable if the employee notifies the Fire Chief of the illness immediately and supports the illness with a written doctor's statement.
- F. Employees who make written application for vacation time between January 1 and January 31 of a calendar year shall have such time reserved to their use. If during January two employees request the same vacation time, the higher department seniority employee shall be granted the time. Beginning on February 1 of a calendar year, vacations shall be granted and time reserved as each written request is received. Vacation time shall be scheduled by the employee with the Fire Chief and Shift Captain a minimum of twenty-one (21) days in advance; exceptions may be made



by the Fire Chief. The operation of the department must be maintained when vacations are taken. Therefore, the Union acknowledges that previously approved vacations may have to be canceled or newly requested vacations denied in the sole discretion of the Fire Chief.

- G. Vacation days are given on the first day following the year earned.

## ARTICLE THIRTY

### HOLIDAY PAY

- A. The following days shall be recognized and observed as paid holidays:
1. New Year's Day
  2. President's Day
  3. Good Friday
  4. Easter
  5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. Veteran's Day
  9. Thanksgiving Day
  10. Day after Thanksgiving
  11. Christmas Eve Day
  12. Christmas Day
- B. President's Day shall be Washington's birthday unless corresponding governmental units set such a date.
- C. All forty (40) hour per week employees shall receive the number of hours pay which is their normal working day for each of the holidays listed above on which they perform no

work. Whenever any of the holidays fall on a Saturday or Sunday, the regular working day immediately preceding or following the holiday shall be observed as the holiday. All employees will also be granted any other holidays the Township Board declares as a holiday for the Fire Department in addition to those listed above.

- D. In order to be eligible for holiday pay, the employee must work the scheduled day before and the scheduled day following the designated holiday if such scheduled day immediately precedes or follows such holiday.
- E. All fifty-six (56) hour per week employees shall receive holiday pay for each of the above mentioned holidays. The holiday pay shall be the sum of his annual base rate of pay divided by three hundred and sixty-four (364). In addition, the person who begins the work shift at 0800 hours on the day of the holiday shall receive an additional one hundred (\$100.00) dollars. There shall be no separate checks for holiday pay.

ARTICLE THIRTY-ONE

SALARY SCHEDULE

A. Wages

	<u>Current</u> <u>1/1/93</u>	<u>1/1/94</u> 3%	<u>1/1/95</u> 3%	<u>1/1/96</u> 3%
Driver/Engineer	\$33,575.00	\$34,582.25	\$35,619.72	\$36,688.31
Lieutenant	\$34,000.00	\$35,020.00	\$36,070.60	\$37,152.72
Shift Captain	\$37,000.00	\$38,110.00	\$39,253.30	\$40,430.90
Assistant Chief	\$39,000.00	\$40,170.00	\$41,375.10	\$42,616.35

B. New employees shall be paid in accordance with the following schedule:

1st 6 months	80% of base pay
2nd 6 months	85% of base pay
3rd 6 months	90% of base pay
4th 6 months	95% of base pay

#### ARTICLE THIRTY-TWO

##### FOOD ALLOWANCE

All fifty-six (56) hour per week employees shall receive two hundred (\$200.00) dollars on the second pay of the month of September and March each year for food allowance. No separate checks.

#### ARTICLE THIRTY-THREE

##### TUITION REIMBURSEMENT

- A. The Township shall reimburse all Fire Department employees the cost of tuition for classes and/or schools that an employee attends for a job-related course, provided that the employee completes this course with a passing grade, and that enrollment is approved by the Fire Chief and Supervisor prior to the start of the class.
- B. If the employee voluntarily terminates employment with the Township within one (1) year of the date the tuition payment was made, reimbursement for this payment shall be deducted from the employee's final check, except for tuition required for certification classes.

ARTICLE THIRTY-FOUR

LEGAL PROTECTION

- A. Whenever any civil action is commenced against the employee alleging negligence or other actionable conduct, if the employee was in the course and scope of his/her employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Township shall, at its option, either pay for or engage and furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action. The Township shall also indemnify an employee for the payment of any judgment, settlement, reasonable attorneys' fees or court costs where the employee is found to have committed negligence or any other actionable conduct, except an intentional tort, in accordance with the foregoing provisions. Nothing in this Article shall require the reimbursement of any employee or insurer for legal services or indemnification to which the employee is entitled pursuant to any policy of insurance.
- B. The Township shall also indemnify an employee for the payment of any judgment, settlement, reasonable attorney fees or court costs where the employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his/her necessary duties and functions and was carried out pursuant to a direct order of his/her supervisor, was conduct required by the direct order, or was conduct in

keeping with the well established and approved past practices of the Department.

C. No such legal services or indemnification shall be required in connection with prosecution of a criminal suit against an employee, provided, however, if the Township, in its discretion, determines that the employee, while acting in the course and scope of employment, was:

1. Falsely or wrongly accused of a crime; and
2. That the criminal charges against the employee were withdrawn, dismissed or the employee was otherwise acquitted.

The Township shall then decide if there shall be indemnification of costs and reasonable attorney fees to the employee. The Township shall not unreasonably withhold a decision to indemnify.

A challenge to the Township's determination not to indemnify or provide legal services shall include consideration whether the Fire Fighter's actions were in violation of the Township or the Fire Department's policies, rules or regulations.

#### ARTICLE THIRTY-FIVE

##### OVERTIME

A. Overtime is authorized (by the senior officer) time worked in excess of twenty-four (24) hours (eight (8) hours for a forty (40) hour per week employee). Employees called back outside their regular hours shall be paid for the total time worked with a minimum of one (1) hour. Such pay shall be discontinued at the beginning of a regular work

day. Where possible, overtime shall be evenly distributed among the employees of the Department.

- B. Overtime shall be compensated at the rate of time and one-half of the employee's hourly rate of pay based on his annual base salary.
- C. Any full-time employee responding to an alarm, while off duty, will be paid pursuant to the overtime provisions of the Fair Labor Standards Act, but will be considered a full-time employee for all other purposes.

#### ARTICLE THIRTY-SIX

##### DURATION OF AGREEMENT AND RATIFICATION

- A. This Agreement shall be effective as of the first day of January, 1994, and shall remain in full force and effect through the 31st day of December, 2002.
- B. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until the new Agreement is signed.
- C. Notwithstanding the foregoing, the parties agree that either party may notify the other in writing at least ninety (90) days, but no earlier than one hundred twenty (120) days prior to December 31, 1996 if the parties desire to reopen the Agreement for the purpose of

negotiating on all items set forth in the Agreement, except the Township's contribution to the pension plan, said items will be reopened and the parties agree to negotiate concerning same; provided, however, this Agreement, unless modified pursuant to said negotiations, contains the terms and conditions of agreement through the 31st day of December, 2002; and provided, further, that in any event, the Township's contribution rate to the pension plan is not subject to this provision for reopener; and provided, further, that any statutory provision for impasse as to items subject to the reopener shall not apply to the Township's pension contribution rate as set forth in this Agreement, as the parties have agreed that said pension contribution rate shall be binding on the parties through the 31st day of December, 2002.

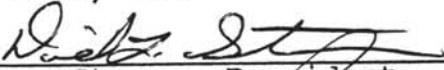
- D. The Union agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety, and final action on such ratification shall be taken.
- E. Only the following items of this contract shall be retroactive to January 1, 1994:
1. Wages;
  2. Overtime;
  3. Holiday Pay;
  4. Longevity Pay;
  5. Pension Contributions;
  6. Vacation;
  7. Food Allowance.

Signed and executed on the 27<sup>th</sup> day of October, 1994,

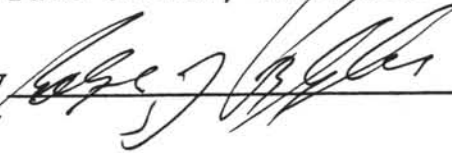
signifying the ratification and approval of this Agreement by the Independence Township Board of Trustees and the members of Local 2629, International Association of Fire Fighters.

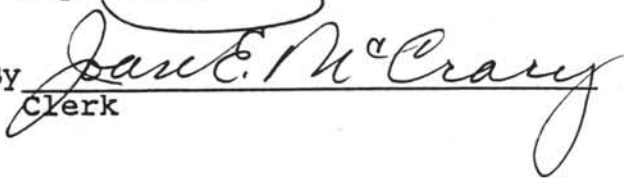
Local 2629, International Association of Fire Fighters (AFL-CIO) CLC

Township of Independence

By   
Dave Stover, President

By   
Supervisor

By 

By   
Clerk



LETTER OF UNDERSTANDING

During the course of negotiations leading to the execution of an Agreement covering the period January 1, 1994 through December 31, 2002, a question arose as to the eligibility of David Johnson to participate in the Michigan Municipal Employees Retirement System plan adopted by the parties.

It is recognized that David Johnson is on workers compensation, and presently not subject to the provisions of the Collective Bargaining Agreement. However, the Township has agreed to make its best effort, if permitted by the rules and regulations of the Michigan Municipal Employees Retirement System, to make a disability retirement available to David Johnson, provided he cooperates with the necessary requirements to become eligible and that he rolls over all monies that he has contributed and the Township has contributed to the pension plan that was in effect during the life of the 1991-1993 Agreement for the purposes of buying available back credits to the amount that said monies can purchase. It is further understood that the Township will not be liable to purchase any additional back credits over and above the credits that the rollover monies provided herein will purchase. It is further understood that if Mr. Johnson is returned to the payroll for any period for the purposes of qualifying for the Michigan Municipal Employees Retirement System program, as adopted by Local 2629 of the International Association of Fire Fighters and the Township, pursuant to the Agreement signed on October 27, 1994, the Township shall not be liable to pay any benefits of any nature set forth in said Agreement to Mr. Johnson, including, but not limited to, the provisions for health care and that the provisions of Article 27(A)(4) shall not be applicable as the Township shall have no liability to pay any of the benefits referred to in such provisions.

It is further understood that this effort of the Township to attempt to provide an opportunity for David Johnson to have a duty disability retirement under the Michigan Municipal Employees Retirement System shall be at no cost to the Township.

The parties so agree.

Local 2629, International  
Association of Fire Fighters  
(AFL-CIO) CLC

Township of Independence

By 

President

By 

Supervisor

  
David Johnson

By 

Clerk

LETTER OF UNDERSTANDING

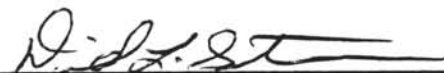
During the course of negotiations leading to the execution of an Agreement covering the period January 1, 1994 through December 31, 2002, a question arose as to the application of Article Twenty-Five, Section J, as applied to Tom McDonald, who was a Township employee employed on June 24, 1991 in a department other than the Fire Department and became an employee of the Fire Department on September 30, 1994. It is recognized that Tom McDonald's pension plan has been based upon contributions under the existing plan with Manualife. The Township will continue until January 1, 1995, when the Michigan Municipal Employees Retirement System plan takes effect, to continue making payments under the conditions as it has in the past toward Mr. McDonald's pension with Manualife. Mr. McDonald will be required to exercise an option provided in Article 25 as to his past service with the Township.

For purposes of contributions under Article 25.G, Tom McDonald shall be considered, as of June 24, 1994, as if he had been employed three years.

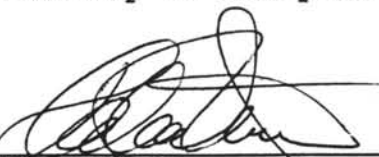
The question also arose as to the application of Article 25.G as applied to employees who have been employed under six years. It is agreed that the employees' contribution will be first applied to the Michigan Municipal Employees Retirement System plan. Any payments by the Township, as provided in Article 25.G, that may be in excess of the cost of the Michigan Municipal Employees Retirement System plan, provided that the Township's contribution shall not be in excess of the limits set forth in Article 25.G as to the Township's contribution, shall be paid to the separate fund referred to in Article 25.G.

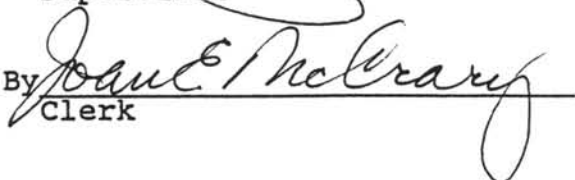
The parties so agree.

Local 2629, International  
Association of Fire Fighters  
(AFL-CIO) CLC

By   
President

Township of Independence

By   
Supervisor

By   
Clerk