

3910

12/31/99

**AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF SHELBY
AND
SHELBY TOWNSHIP FIRE FIGHTERS' ASSOCIATION
LOCAL #1338**

Shelby Township

**FOR THE PERIOD
JANUARY 1, 1995 TO DECEMBER 31, 1999**



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AGREEMENT

THIS AGREEMENT made and entered into this 5th day of December, 1995, by and between the Charter Township of Shelby, a Municipal Corporation of Macomb County, Michigan, hereinafter referred to as "Employer" and Local #1338 of the International Association of Fire Fighters' also known as Shelby Fire Fighters' Association, AFL-CIO, hereinafter referred to as "Union".

WITNESSETH

WHEREAS, the parties hereto have collectively bargained in good faith as required by Act 379 of the Public Acts of 1965, as amended;

WHEREAS, the parties have negotiated an acceptable agreement and now desire to set forth all of the terms and conditions of such agreement; and,

WHEREAS, the parties desire to be governed by the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE 1

PURPOSE

- 1.1 The parties enter into this Agreement under and pursuant to Act 379 of the Public Acts of 1965, as amended.
- 1.2 This Agreement shall be applicable to all Employees.

ARTICLE 2

RECOGNITION

- 2.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent as defined in Act 379, for all Employees for the purpose of collective bargaining in respect to wages, hours of employment, and other terms and conditions of employment.
- 2.2
- A. The provisions of Act 78 shall apply except as modified herein, until such time as the electorate of the Township abolish the provisions of said Act as they apply to the operation of the Department.
 - B. In the event that the provisions of said Act are so abolished, all provisions of Act 78 shall remain in full force and effect until the Employer and the Union agree on the terms and conditions of employment which were subject to the provisions of Act 78. Such terms and conditions of employment shall be resolved within six (6) months from the date of the election which abolished the provisions of Act 78. This time limitation may be extended for a period not to exceed ninety (90) days upon the mutual written agreement of the parties.

ARTICLE 3

UNION SECURITY

- 3.1 Any Employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a service fee proportional to the Union's collective bargaining and contract administration. The Union shall certify the amount of this service fee to the Employer in writing. Employees who fail to comply with this requirement within thirty (30) days shall be discharged.
- 3.2 The Employer shall deduct from the pay of each Employee from whom it receives an authorization to do so, the required amount for the payment of Union dues and service fees. Dues, assessments or service fees shall be paid by the Employee. Said deductions shall be deducted from the first pay of the month and shall be forwarded within thirty (30) days after such deductions are made.
- 3.3 Such sums accompanied by a list of Employees who have authorized such deduction and from whom no deductions reserved and the reasons therefore, shall be forwarded to the Union Treasurer in one (1) payment. Employees laid off shall have their dues, assessments or service fees automatically reserved upon return to employment with the Employer.

ARTICLE 4

UNION ACTIVITIES

- 4.1 The Union shall supply the Employer with an up-to-date list of duly authorized representatives, and any changes thereto within ten (10) days of such change, identifying the person who will represent the Union for all purposes of this Agreement. All leaves under this Article are subject to pre-approval.
- 4.2 Not more than one (1) duly designated representative of the Union shall be afforded reasonable time off during regular working hours without loss of pay, and not subject to minimum manpower to fulfill or discharge Union responsibilities concerning the processing of grievances, representation of Employees' activities, other activities, as evidenced by past practice, and other matters relevant to this or future collective bargaining agreements and administration and enforcement of this Agreement; provided, however, that where minimum manpower requirements are otherwise met, an additional representative may be afforded reasonable time off. For such purpose of collective bargaining negotiations, four (4) standing representatives shall be allowed time off as required. Notice shall be given to the Chief or his designee as the case may be. Time spent under this paragraph shall be so recorded in the station log; indicating the place, purpose of the activity, and an estimation of the time to be involved.

- 4.3 One (1) delegate shall be allowed time off to attend the International Association of Fire Fighters convention, and two (2) delegates may be allowed such time off precluding minimum manpower. One (1) delegate shall be allowed time off to attend the Michigan State Fire Fighters' Union Convention during the length of the Convention with travel time; and two (2) delegates may be allowed time off to attend the Michigan State Fire Fighters' Union Convention during the length of the Convention with travel time; and two (2) delegates may be allowed such time off precluding minimum manpower.
- 4.4 A leave of absence shall be granted any member of this Local who may be elected to a full time office of the International Association of Fire Fighters, Michigan AFL-CIO, Michigan State Fire Fighters' Union. This leave of absence shall count toward seniority and service credit; provided, however, no Employee may receive a promotional appointment and continue on such leave of absence.
- 4.5 Upon the written approval of the Chief or his designee, the Union may schedule meetings on Fire Department property so long as such meetings are not disruptive of the duties of the Employees or the efficient operation of the Department.
- 4.6 The Township shall not enter into any agreements with Employees covered hereby either individually or collectively or with any other

organization which in any way conflict with the provisions of this Agreement, unless such other organization is certified by the Michigan Employment Relations Commission as the sole and exclusive bargaining agent of the Employees pursuant to Act 379.

4.7 Employees may belong to other organizations, but not as a condition of employment with the Employer, nor may such other organization represent any Employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of the Union.

4.8 Employees affected or a representative of these Employees shall be notified five (5) calendar days whenever possible, prior to any change affecting the wages, hours or other conditions of employment of an Employee or Employees of the Department.

ARTICLE 5

BULLETIN BOARDS

- 5.1 The Union shall be provided a suitable bulletin board at each station for the posting of Union notices and materials. The Union shall designate persons responsible therefore. The Chief or his designee shall be shown the notice and other materials prior to such items being posted on the bulletin boards.

ARTICLE 6

HOURS OF EMPLOYMENT

- 6.1 In the Fire Fighting Division, the standard work week of Fire Fighters shall be as prescribed by Act 125, Public Acts of 1925 as amended by Act 115, Public Acts of 1965, as amended by Act 604 of 1979 and the Fair Labor Standard Act (FLSA) of 1986.
- 6.2 For those Employees designated eight (8) hour Employees a normal work week shall be forty (40) hours per week and fall on the days of Monday through Friday, excluding holidays when the Township offices are closed. These hours are subject to change by the needs of the Fire Department.
- 6.3 A Member of the Fire Prevention Bureau will be made available on call Monday through Sunday. Said Member will be compensated four (4) hours at time and one half (1-1/2) per week.
- 6.4 Those Employees designated as eight (8) hour Employees, who are required to perform any services past his designated tour of duty shall be compensated as provided under Section 17.5 of this Agreement.
- 6.5 For the purpose of this Agreement, eight (8) hour Employees are all Employees who are not working under the conditions of Article 6.1.

ARTICLE 7

TRADING OF DAYS

7.1 Employees shall be permitted to trade work or off days in accordance with the following criteria:

- A. The trading of days is done voluntarily by the Employee participating in the program and not at the behest of the Employer.
- B. A record is maintained by the Employer of all time traded by his Employees. Request for leave form will be submitted through the Duty Officer to the Chief or his designee forty-eight (48) hours in advance of the requested trade when said time is twelve (12) hours or more, whenever possible.
- C. The period during which time is traded and paid back does not exceed twelve (12) months.

7.2 The trading of said days shall be limited to the following: Any Officer for any Officer; any Fire Fighter for any Fire Fighter; and any AEMT for any AEMT. Limited duty personnel will only be allowed to trade time with Limited Duty personnel in the same rank or position.

7.3 If an Employee is scheduled to report for duty and fails to report for duty, he shall be considered absent without leave and appropriate disciplinary action may be taken by the Employer.

ARTICLE 8

SAFETY COMMITTEE

- 8.1 The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety.
- 8.2 One (1) Employee from each shift representing the Union shall comprise the safety committee.
- 8.3 The safety committee shall meet as deemed necessary by the Chief or his designee and the Union.
- 8.4 The committee members shall be granted time off with pay to conduct investigation of safety and health problems within the Fire Department as deemed necessary by the Chief or his designee and the Union.
- 8.5 All recommendations and reports from the safety committee shall be in writing and submitted to the Chief or his designee.

ARTICLE 9

SENIORITY

- 9.1 A seniority list of all Employees shall be submitted by the Chief or his designee to the Union. Such a list shall be posted and revised and updated as changes warrant. The seniority of all Employees shall be as posted except as it may be accumulated or otherwise affected by leaves-of-absence without pay for a period in excess of two (2) weeks and other terms and conditions of this Agreement.
- 9.2 Leaves-of-absence by reason of illness, injury or military service with the Armed Forces of the United States shall not constitute an interruption of service.
- 9.3 The seniority of Employees hired on the same day shall be determined by their respective order of entry.
- 9.4 Probationary Employees shall have no seniority rights. The probationary period shall end after one (1) year from the date of hire or six (6) months after the probationary Employee is counted as minimum manpower, with a maximum probationary period of one year. The Employee's seniority shall commence with their original date of hire.
- 9.5 An Employee who resigns or is terminated for cause shall lose all seniority.

9.6

Job assignments shall be filled by the Employer based on the needs of the Department with consideration of seniority. Any Employee requesting a job assignment to another shift or station will do so with the understanding that length of such job assignment shall be at the discretion of the Employer. A job assignment request may be withdrawn at any time prior to the effective date of such change.

ARTICLE 10

LAYOFF AND RECALL

- 10.1 In the event of a lay-off, Employees with the least seniority shall be the first to be laid off. The Employer shall give Employees two (2) weeks advance written notice of such lay-off.
- 10.2 When Employees are recalled, the order of recall shall be in reverse of the order of the lay-off. Notice of recall shall be sent registered or certified mail to the Employees last known address. If the Employee fails to report to work on the date indicated in the notice of recall, he shall be considered to have resigned.

ARTICLE 11

PROMOTIONS

11.1 Promotion within the Department shall be on the basis of seniority subject to the terms and conditions of this Article.

11.2 Employees shall not be eligible for promotion unless the following eligibility requirements are satisfied:

A. To the rank of Fire Fighter Sergeant -

1. Shall be senior Fire Fighter, Fire Fighter/Medic, or Fire Fighter/Medic I.
2. Must have completed a minimum of five (5) years employment with the Department.
3. Must have Fire Fighter II certification.
4. Must obtain Fire Officer I certification within one (1) year of promotion, or at the earliest possible date, as provided by the Department.

B. To the rank of Fire Inspector Sergeant -

1. Shall be senior Fire Fighter, Fire Fighter/Medic, or Fire Fighter/Medic I.
2. Must have completed a minimum of five (5) years employment with the Department.

3. Must obtain certification as Fire Inspector from the State of Michigan at the earliest possible date, as provided by the Department.

C. To the rank of Training Instructor Sergeant -

1. Shall be senior Fire Fighter, Fire Fighter/Medic, or Fire Fighter/Medic I.
2. Must have completed a minimum of five (5) years employment with the Department.
3. Must obtain Fire Officer I certification within one (1) year of promotion, or at the earliest possible date, as provided by the Department.
4. Must obtain certification as Fire Instructor from the State of Michigan at the earliest possible date, as provided by the Department.

D. To the rank of Fire Fighter Lieutenant -

1. Shall be senior Fire Sergeant.
2. Must have a minimum of two (2) years time-in-grade.
3. Must obtain Fire Officer II certification within one (1) year of promotion, or at the earliest possible date, as provided by the Department.

- E. To the rank of Fire Inspector Lieutenant -
 - 1. Shall be senior Fire Inspector Sergeant.
 - 2. Must have a minimum of two (2) years time-in-grade.
 - 3. Shall assume duties of the Emergency Management Coordinator.

- F. To the rank of Training Instructor Lieutenant -
 - 1. Shall be senior Training Instructor Sergeant.
 - 2. Must have a minimum of five (5) years time-in-grade.
 - 3. Must obtain Fire Officer II certification within one (1) year of promotion, or at the earliest possible date, as provided by the Department.

- G. To the rank of Fire Captain -
 - 1. Shall be senior Fire Fighter Lieutenant.
 - 2. Must have a minimum of two (2) years time-in-grade.
 - 3. Must obtain Fire Officer III certification within one (1) year of promotion, or at the earliest possible date, as provided by the Department.

- H. To the rank of Fire Marshal -
 - 1. Shall be senior Fire Inspector Lieutenant.
 - 2. Must have a minimum of two (2) years time-in-grade.

- I. To the position of Fire Fighter/Medic II -
 - 1. Shall be senior Fire Fighter Medic I.
 - 2. Must have a minimum of two (2) years time-in-grade.
 - 3. Must have CPR Instructor certification.

- J. To the position of Fire Fighter/Medic III -
 - 1. Shall be senior Fire Fighter/Medic II.
 - 2. Must have a minimum of two (2) years time-in-grade.
 - 3. Must have E.M.S. Instructor/Coordinator certification from the State of Michigan as provided by the Department.

11.3

If the Employer determines that an Employee has not satisfactorily performed his duties during the six (6) month probationary period and has been denied permanent status, a committee shall be established to determine if the denial of permanent status was proper because of unsatisfactory performance. This Committee shall consist of one (1) Member from the Employer, one (1) Member from the Union and one (1) Member selected by the two (2), and their decision shall be final and binding. In the event the third Committee Member cannot be agreed upon, the Employer and the Union shall each submit one (1) name and a blind draw shall determine the third Member.

11.4

An Employee in one division may not sit for promotion or transfer to a classification in another division and is limited to promotions within that division. If an Employee wishes to transfer from one division to another, he must release his rank and return to the position of Fire Fighter for two (2) years before being considered for promotion.

ARTICLE 12

RELEASE TIME FOR ELECTIONS

- 12.1 If an Employee is on duty on Election Day, he may be granted sufficient time off to cast his ballot on Election Day with approval of the Chief or his designee.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 The purpose of the grievance procedure is to secure at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

13.2 Should any grievance, disputes or complaints arise, there shall be an earnest effort on the part of the parties to promptly settle the same through the following steps:

13.2.1 Step 1

By conference between the aggrieved Employee and the Fire Chief or his designee within ten (10) days of the alleged grievance(s). Either the Employee or the Fire Chief or his designee may request the presence of the Union representative.

13.2.2 Step 2

If the matter is not settled in Step 1, the grievance(s) shall be reduced to writing, setting forth the alleged violation of a specific paragraph of the Agreement in question and the relief requested and filed within fifteen (15) days of the alleged grievance. A conference shall then be held between a representative of the Union and the Fire Chief or

his designee and they shall make every effort to settle the grievance at this level.

13.2.3 Step 3

If the matter is not settled in Step 2, a conference between a representative or representatives of the Union and the Township Supervisor, and/or his representative or representatives shall be held. Such conference is to be held within fifteen (15) days of the meeting in Step 2. The Township Supervisor, or his representative, shall render a decision in writing within ten (10) days of the conclusion of such conference.

13.2.4 Step 4

In the event that the last step fails to settle the matter, it shall be referred to impartial arbitration upon request of either party as provided for in 13.4. The Union Grievance Committee shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The parties hereto agree that all conferences pursuant thereto shall be held at the employer's place of business.

- 13.3 The arbitrator shall be a person mutually agreed upon between the parties. If the parties cannot mutually agree upon an arbitrator, the moving party shall file a demand for arbitration with the American Arbitration Association or Federal Mediation and Conciliation Service at the option of the demanding party in accordance with the then applicable rules and regulations of the Association or Federal Mediation and Conciliation Service. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The arbitrator shall have no jurisdiction or power to alter the terms of this Agreement. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of witnesses who are called by them.
- 13.4 The right of either party to demand arbitration after an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the procedure immediately prior to arbitration, and any grievance not submitted or withdrawn within such period shall be deemed settled on the basis of the last answer given by the Township.
- 13.5 The time schedules for the processing of grievances, as set out above, may be extended by mutual agreement of the parties in writing. In case of such agreement, any and all new dates, mutually agreed upon, shall prevail wherever applicable in this Section 13.

13.6 With respect to the processing, disposition and/or settlement of any grievance initiated under this Agreement, and with respect to any court or administrative action or proceeding alleging a claim arising out of the employment relationship, the Union shall be the sole and exclusive representative of the Employee or Employees covered by this Agreement. The disposition or settlement by and between the Township and the Union of any grievance or other matter shall constitute a full and complete settlement thereof and of related matters and shall be final and binding upon the Union and its members, the Employee or Employees, the Township and all persons involved or affected.

13.7 There shall be no appeal by an Employee from any settlement of any grievance or other matter nor from the decision or award of an impartial arbitrator. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or administrative agency. Nothing in this paragraph shall be construed to prevent an Employee from pursuing his internal Union remedies in accordance with the constitution of the Union.

13.8 No Employee or other person shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union Officer or representative has acted or failed to act relative to the presentation, prosecution or settlement of any grievance or other matter as to which the Union or any

Union representative has authority or discretion to act or not to act under the terms of the Agreement; provided the Union has processed any legitimate grievance through Step 3.

13.9 Any matter affecting the majority of Employees will be considered a policy grievance and introduced in Step 2 of the Grievance Procedure.

13.10 In lieu of processing a grievance under this Grievance Procedure, an Employee may elect to pursue any administrative or statutory procedure available to him under applicable law.

13.11 It shall be the policy of the Department to warn an Employee orally of any infraction of the rules of the Department, when applicable.

13.12 The Employer shall keep a personnel file on each Employee. Prior to any material being placed in the Employee's file, the Employee shall be given a copy of the material. If an Employee requests to review his personnel file, he shall be allowed to do so at a reasonable time, while off duty. Any and all reprimands or records of disciplinary action shall be placed in the Employee's personnel file for a period of three (3) years.

ARTICLE 14

MANAGEMENT RIGHTS

14.1 The Employer shall manage the Department and direct the working forces. The management of the Department includes the right to plan, direct and control fire operations; to hire, promote, and transfer; and to demote, suspend or discharge Employees for just cause; to lay off Employees for reasons of economy; to introduce new or improved methods, equipment, processes, materials, or facilities; to establish Departmental rules, regulations and standard operating procedures, except that such rules, regulations and procedures shall not be arbitrary and capricious; and to determine job assignments and work schedules. These rights of the Employer are not all inclusive, but indicate the types of matters or rights which belong to and are inherent to municipal management as provided by State Law.

ARTICLE 15

SEPARABILITY AND SAVINGS CLAUSE

- 15.1 In the event that any provision of this Agreement shall at anytime be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the remaining portions of the Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- 15.2 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.
- 15.3 The Township will make no unilateral changes in wages, hours and other conditions of employment during the term of this Agreement contrary to the provisions of this Agreement.
- 15.4 A minimum of three (3) representatives from the Union Negotiating Team and representatives of the Township may meet in an attempt to resolve any conflicts as to the intent of the language negotiated into the Contract. This meeting should take place, whereas, a resolution of intent, might avoid entering into the grievance procedure unnecessarily.
- 15.5 Both parties shall have the right to pursue any unresolved Contract disputes in accordance with Article 13, "Grievance Procedures", and binding arbitration for resolution pursuant to Act 312 of 1969.

ARTICLE 16

WAGES

16.1 The following provisions pertain to wages that shall be in effect during the terms of this Agreement. The wages provided for in these provisions recognize that the maintenance and improvement in the standard of living of the members of the Fire Department depends upon technological progress, better methods, processes, tools and equipment and a cooperative attitude on the part of all parties in such progress. It further recognizes the principles that to increase effectiveness and efficiency of the Fire Department with the same amount of human effort is a sound economic and social objective.

16.2 The base rate of pay for a Fire Fighter after sixty (60) months of service and EMT qualified and certified shall be:

FIRE FIGHTER:

1/1/95	1/1/96	1/1/97	1/1/98	1/1/99
\$42,874	44,160	45,485	46,850	48,255

POSITION OF FIRE FIGHTER-MEDIC:

1/1/95	1/1/96	1/1/97	1/1/98	1/1/99
\$45,485	46,850	48,255	49,703	51,194

RANK OF FIRE SERGEANT-INSPECTOR/SERGEANT - SGT. TRAINING INSTRUCTOR - POSITION OF MEDIC I:

1/1/95	1/1/96	1/1/97	1/1/98	1/1/99
\$47,352	48,773	50,236	51,743	53,295

RANK OF FIRE LIEUTENANT - LIEUTENANT/INSPECTOR - LIEUTENANT TRAINING OFFICER - POSITION OF MEDIC II:

1/1/95	1/1/96	1/1/97	1/1/98	1/1/99
\$52,366	53,937	55,555	57,222	58,938

RANK OF FIRE CAPTAIN - MARSHAL/CAPTAIN - MEDIC III:

1/1/95	1/1/96	1/1/97	1/1/98	1/1/99
\$57,984	59,724	61,516	63,361	65,262

16.3 The starting rate of pay on induction for a Fire Fighter beginning June 30, 1992 shall be Twenty-Two Thousand (\$22,000.00) Dollars. The rate of pay for said Employee shall be increased equally every year with full pay after sixty (60) months. A recertification bonus of Five Hundred (\$500.00) Dollars shall be paid each AEMT upon recertification.

16.4 In the event that there is no Officer on duty at a station, the Township shall pay the senior Fire Fighter on duty the base rate of pay equivalent to a Sergeant. No remuneration shall be paid if said hours are less than four (4). However, if said time exceeds the four (4) hour limitation, the Employee shall receive compensation at the base rate of pay for a Sergeant for the entire duration of period worked.

ARTICLE 17

OVERTIME

- 17.1 The Chief or his designee shall determine the administrative method of assigning overtime. In order to provide for the equitable distribution of overtime in the Fire Fighting Division, the following principles shall apply:
- A. Equitable to all Employees;
 - B. An Officer for any Officer when available;
 - C. A Fire Fighter for any Fire Fighter when available; and,
 - D. A Fire-Medic for any Fire-Medic when available.
- 17.2 No Employee shall be scheduled for more than twelve (12) consecutive hours of overtime. Employees called for overtime shall not be required to work in excess of twenty-four (24) consecutive hours, except for extreme emergencies.
- 17.3 The Officer in charge at headquarters shall keep an up-to-date list of Employees next on call for overtime on a departmental as opposed to a station basis. When Employees are called for overtime, it shall be so recorded and logged.
- 17.4 When an Employee works overtime, he shall be paid at one and one-half (1-1/2) times his rate of pay in accordance with the Fair Labor Standards Act of 1938. Employees shall be paid for overtime on the pay day for the pay period in which the overtime was worked.

- 17.5 When an on duty Employee is required to work overtime, he shall be paid a minimum of two (2) hours in accordance with 17.4.
- 17.6 When an off duty Employee is called in for overtime, he shall be paid for time actually worked. He shall not be scheduled for less than two (2) hours of overtime work. Limited duty Employees are not eligible for call back overtime.
- 17.7 The names of all Employees of the Fire Fighting Division shall be positioned according to their seniority on their respective overtime lists, hereafter referred to as "Overtime Lists".
- 17.8 Employees working overtime for any period shall be charged that time on their Overtime List.
- 17.9 All calls for overtime shall be made between 2200 to 2300 the preceding day or 0700 to 0800 on the day the overtime is required unless conditions otherwise warrant.
- 17.10 When the overtime period has been completed, the Officer then on duty at the headquarters station shall be notified of same and shall record the appropriate information on the Overtime Lists.
- 17.11 Probationary Employees shall not be called for overtime, except when authorized by the Chief or his designee. After completion of the probationary period as specified by Article 9.4, former probationary

Employees shall be placed on the appropriate Overtime List on the basis of their seniority and charged an amount of hours then equal to the Employee with the most overtime hours plus one (1) hour.

ARTICLE 18

LONGEVITY PAY

18.1 In addition to the base rate of pay set forth in Article 16, Employees shall receive longevity pay as follows:

Step	% Used and Based on	
Number	<u>Continuous Yrs of Svc</u>	<u>Base Salary</u>
1	5 up to 10	2%
2	10 up to 15	4%
3	15 up to 20	6%
4	20 up to 25	8%
5	25 and over	10%

18.2 In accordance with Section 18.1, Employees shall receive longevity pay on the first payday period following January 1 of the Contract year, corresponding to the years of service completed during that Contract year.

ARTICLE 19

SICK LEAVE AND DISABILITY

19.1

SHORT TERM DISABILITY GRANT SYSTEM:

- A. Definition - Working Day
- B. Short Term Disability leave days shall be granted according to the following schedule, commencing on January 1, 1995.

	<u>56 Hours</u>	<u>40 Hours</u>
1st Year Employment	312	208
2nd Year Employment	624	416
3rd Year Employment	1152	624
4th Year Employment	1296	832
5th Year Employment	1512	1040

Full time, twelve (12) month Employees who begin work prior to January 1st will receive the amount of days according to the above schedule. Those beginning after January 1st will receive a pro-rated amount (1 day per pay period). Short Term Disability days do not accumulate. However, Short Term Disability days do increase with years of service according to the schedule above. January 1st of each year following date of hire shall mark the beginning of the second year of service and the beginning of each subsequent year of service for the purpose of the above schedule.

- 19.2 A Short Term Disability Bank shall be established for use by Employees. Employees working a twenty-four (24) hour shift shall contribute ninety-six (96) hours, and Employees working an eight (8) hour shift shall contribute eighty (80) hours to the bank. If any Employee shall exhaust his/her grant days, he/she may apply to the bank for the use of disability days from the bank. The bank shall be administered by a committee consisting of two (2) persons appointed by the Union and the Employers Personnel Director.
- 19.3 Each year, as of December 31st, all days in the Short Term Disability system will be ended. Days shall be established as of January 1st, according to 19.1 and 19.2.
- 19.4 During the first six (6) months of a non-duty connected disability, the Employer will continue to provide all wages and fringe benefits. During the next twenty-four (24) months of a non-duty connected disability, the Employer will continue to provide all fringe benefits with the exception of vacation leave, personal leave, holiday pay, longevity pay, food and clothing allowance which will be earned only during the first six (6) months of the non-duty connected disability. An Employee who is unable to return to work after two and one-half (2-1/2) years from the date of the non-duty connected disability, shall cease to be a seniority Employee. At any time during the two and one-half (2-1/2) year period, the Employee may be retired pursuant to Act 345.

19.5

A Long Term Disability Insurance Plan will be instituted for all Employees of the Association beginning January 1, 1986 as follows:

Eligibility Requirement:	Full Time Employees
Enrollment Requirement:	100% of Eligible Employees
Elimination Period:	180 Days
Maximum Benefit Period:	Per the Schedule Below
Monthly Benefit:	66-2/3% of base pay, longevity and holiday pay
Maximum Benefit:	\$3,000.00 per month
Social Security Offset:	Full Family

Age of Disablement

Duration of Benefit

61 or younger	To age 65
62	3-1/2 yrs.
63	3 yrs.
64	2-1/2 yrs.
65	2 yrs.
66	1-3/4 yrs.
67	1-1/2 yrs.
68	1-1/4 yrs.
69	1 yr.

19.6

Each calendar year, after the Employee has worked one (1) full work day, an Employee shall be credited with a four (4) work days sick leave allowance to be used for absences caused by personal illness or physical disability of the Employee or serious illness or quarantine of the immediate family of the Employee.

- 19.7 Employees hired during a calendar year shall be credited with a sick leave allowance on a pro-rated basis equivalent to one-third (1/3) work day per month to a maximum of four (4) work days per calendar year.
- 19.8 Sick leave will not accumulate from year to year.
- 19.9 Each Employee shall be paid the sum of Two Hundred Twenty-Five (\$225.00) Dollars for each work day of sick leave allowance not used and a pro-rated amount for any portion thereof, payable the second pay period of the new year.
- 19.10 It shall be the responsibility of the Employee to call in sick to the Fire Department Headquarters at least one (1) hour when possible before his tour-of-duty begins. It shall be the responsibility of the Officer in charge to cause the proper entry in the record log provided for that purpose. Entry information shall include the name of the member and person calling, date, time, and nature of the leave. Lost time shall be recorded under this Section if it is less than twenty-four (24) hours. Entry information shall be initiated by the person receiving the same.
- 19.11 In the event of any illness or disability in excess of the annual sick leave allowance, the Employee shall notify the Chief or his designee and furnish to the Employer the medical certification required under the disability leave provisions of this Agreement.

- 19.12 Each full time Employee who is unable to work as a result of an injury or sickness arising from the performance of his duty, shall be paid by the Township at his base rate of pay for the duration of his injury or sickness without loss of sick leave, vacation or seniority.
- 19.13 If an Employee is placed on a service connected disability retirement, he or she shall continue to receive an amount equal to his base rate of pay less the amount the Employee receives from the Pension System until he/she is placed on a regular pension as provided for in Act 345 of 1937, as amended. The term "Base Rate of Pay" shall mean any increases or decreases as determined by the Collective Bargaining Agreement.
- 19.14 If an Employee is placed on a service connected disability retirement, he/she shall continue to receive all insurance benefits as provided for until they have met the requirements of a regular pension as provided for in Act 345, as amended. However, this Article is not to be construed as the elimination of Article 22.4.
- 19.15 The probationary Employee shall be entitled to the benefits under this Article only if the Chief or his designee and/or the Employer orders the probationary Employee to respond to the emergency alarms before the completion of the probation period.

19.16 When an Employee is placed on a service connected disability, he/she shall discontinue to accrue sick leave hours, vacation leave, personal leave, and longevity.

19.17 The amount of all Workmen's Compensation checks plus any insurance benefits for which the Employer has paid the premium shall be returned to the Township by the Employee.

19.18 **LIMITED DUTY CLAUSE:**

In the event that a Member of the Shelby Township Fire Fighters Association, Local 1338, shall be disabled, the following provision shall apply:

1. If the disability is found by a medical doctor to be a condition that would not allow a Member to return to his employment on a full duty status, provided that:
2. The medical doctor also finds that the disability would allow the Member to return to work on a limited duty status, the following shall apply:
 - A. The Member shall be allowed to return to duty, and shall be placed in a position of limited duty, which shall be established by the Department for such purpose.
 - B. Should the limited duty position that is established by the Department be other than the Member's normal work duty,

the Member shall be returned to the position he held prior to his disability, upon being found ready for full duty status.

- C. In no event shall the Department be required to establish more than two (2) such positions at any one time and in the event that another Member shall apply once the positions are filled, he shall be required to wait for an opening to become available unless otherwise decided by the Department.
- D. All contract benefits and provisions shall apply while said Member is working in such position of limited duty.
- E. A person on limited duty shall not be counted for purposes of minimum manning.

ARTICLE 20

PERSONAL LEAVE

20.1 On May 1st of each year, Employees shall be granted seventy-two (72) hours, of personal leave.

This time is subject to the approval of the Chief or his designee, provided that minimum manpower requirements are met, and provided that the Chief or his Designee is given twenty-four (24) hours notice when possible. Said hours may be taken in a minimum of two (2) hour increments initially with an additional one (1) hour increment thereafter. Said time shall not be deducted from Employee's accumulated sick leave. Personal time shall have preference over a one (1) day vacation provided that both requests were submitted on the same day. Said hours shall be used during the year they are earned.

ARTICLE 21

FUNERAL LEAVE

21.1 The Employer shall permit a paid leave of absence of up to two (2) working days or up to four (4), eight (8) hour working days in the case of an eight (8) hour Employee. Said leave shall be granted for the purpose of funeral attendance and other related obligations in the event an Employee suffers the loss of a member of his immediate family. Said leave shall require notification and, upon return to duty, verification. Additional leave may be granted upon approval of the Fire Chief or his Designee which approval shall not be arbitrarily or unreasonably withheld.

ARTICLE 22

MEDICAL AND HOSPITAL INSURANCE

22.1 For the period from the effective date of this Agreement to December 31, 1999, the cost of premiums for Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance coverage, MVF-1 with Master Medical, Option IV, shall be paid in full by the Employer for the Employees, their spouse, and dependent children with the following riders:

M L Rider, and

Prescription (\$5.00 deductible), and

F C Rider (Family Continuation Rider)

or, at the option of the Employee, the cost of premiums for HAP or Michigan Blue Cross and Blue Shield Hospitalization, Blue Preferred Plan (PPO) with Master Medical Option I shall be paid in full by the Employer for the Employees, their spouse and dependent children with the following riders:

M L Rider, and

Prescriptions (\$5.00 deductible), and

F C Rider (Family Continuation Rider)

Employees hired after June 30, 1992, HAP or Michigan Blue Cross and Blue Shield Preferred Plan (PPO) with Master Medical Option 1 shall be

paid in full by the Employer for the Employees, their spouse and dependent children with the following riders:

M L Rider, and

Prescriptions (\$5.00 deductible), and

F C Rider (Family Continuation Rider)

22.2 Upon the death of any full time Employee, the Employer shall provide the health insurance coverage for the spouse and dependent children of the deceased Employee as then being received by other Employees. This policy shall remain in effect until the spouse dies or remarries. In the case of dependent children, such health insurance coverage shall remain in effect until they attain nineteen (19) years of age.

22.3 If a full time Employee becomes totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of his/her employment with the Employer and is retired by the Shelby Township Police and Fire Pension Board pursuant to Section 6.2(d) of Act 345, the Employer will provide hospitalization insurance coverage for such Employee, his spouse and dependent children as is being received by other Employees at the date such Employee is so retired. The premiums for such coverage shall be paid in full by the Employer.

- 22.4 Upon the regular retirement or non-service connected disability retirement of any full time Employee pursuant to Act 345, the Employer shall provide hospitalization insurance coverage for such Employee, his spouse and dependent children provided retiree or spouse does not have such coverage provided by other employment. This coverage shall be equal to the coverage that such Employee had at the date of his retirement. The Employer shall not be required to provide coverage which duplicates other insurance coverage.
- 22.5 Upon attainment of eligibility for medical insurance under the Social Security Act, a retiree shall make application for said insurance. The Employer shall provide hospitalization insurance coverage to supplement the coverage provided under the Social Security Act equal to the insurance coverage provided the Employee at the date of his retirement.
- 22.6 The Employer shall provide each Employee with dental and optical benefits equal to the Blue Cross dental and optical coverage.
- 22.7 The Employer shall pay the reasonable cost, less any applicable insurance payment, for replacing prescription eye glasses or dentures of an Employee which were lost or damaged in the performance of his duty, unless such loss or damage is the result of the negligence of the Employee.

22.8

At the Employee's option, in lieu of the health insurance coverage provided by this Article, the Employer shall pay the sum of One Thousand (\$1,000.00) Dollars in to such Employee's deferred pay compensation plan account. The Deferred Compensation Option may be changed at open enrollment (April 1st of each year) and the Township will guarantee the Employee's coverage by the same carrier as previously used. If an Employee loses their medical coverage from the carrier chosen in lieu of Shelby Township's medical, the Township will guarantee the Employee's coverage from the date coverage was lost. There will not be any lapse of coverage.

22.9

The Employer shall provide a copy of all said insurance policies to each Member of the Fire Department.

ARTICLE 23

LIFE INSURANCE

- 23.1 In addition the Township will provide a Forty Thousand (\$40,000.00) Dollar double indemnity group term life insurance coverage with equal amount of accidental death and dismemberment insurance at no cost to the Employee.
- 23.2 The full details of the plan will be governed by the insurance policy and the Employer makes and presents no assurances beyond those terms and conditions. Coverage will terminate when employment with the Employer ceases in accordance with the terms and provisions of the policy.
- 23.3 The bargaining unit shall allow reasonable time for changes in this section which require the execution and implementation of forms and agreements between the Township of Shelby and the insurance carrier to establish new rates and coverages.
- 23.4 The Ten Thousand (\$10,000.00) Dollar life and Ten Thousand (\$10,000.00) Dollar accidental death and dismemberment will be provided under the long term disability insurance plan, the full details of such plan shall be governed by the insurance policies which will be available to the Employee and the Employer makes and presents no assurances beyond these terms and conditions.

23.5

The Employer shall provide a copy of all said insurance policies to each member of the Fire Department.

ARTICLE 24

RETIREMENT

24.1 All Employees shall be covered by Act 345 and the Employer shall provide the following regular retirement pension for all full-time Employees as of December 31, 1995:

- A. For all full time Employees as of December 31, 1995, 2.5% of his average final compensation multiplied by the first twenty-five (25) years of service credited to the Employee plus one (1%) percent of the Employee's average final compensation multiplied by the number of years and fraction of a year of service rendered by the member in excess of twenty-five (25) years but not to exceed thirty (30) years.
- B. For all full time Employees hired after December 31, 1995, the Employees average compensation shall be 2.0% multiplied by the Employees years of service not to exceed twenty-five (25) years.
- C. For all full time Employees hired as of June 30, 1992, the average final compensation shall mean the average of the three (3) years of highest annual compensation received by the Employee during his ten (10) years of service immediately preceding his retirement or leaving service.
- D. For all full time Employees hired after June 30, 1992, average final compensation shall mean the average of the highest annual

compensation received by the Employee during a period of five (5) consecutive years of service immediately preceding the Employee's retirement or leaving service.

E. All Employees "25 and Out", no age requirement.

24.2 For all full time Employees hired as of December 31, 1995, annual compensation shall mean base rate of pay, overtime pay, longevity pay, holiday pay, sick leave payments, and food and clothing payments.

The maximum of three hundred (300%) percent of the Employees unused vacation leave as set forth in Section 26.7 shall be added to the final average compensation under the following conditions:

A. The Employee is hired as of December 31, 1995.

B. The Employee has accumulated the time.

C. The Employee retires within six (6) months after the 25th year, whether actual service or in accordance with Section 24.8.

D. Any Employee having over twenty-five (25) years of service at the time this Contract goes into effect, must retire within six (6) months of that date.

24.3 For all full time Employees hired after December 31, 1995, annual compensation shall include base rate of pay and overtime pay.

24.4 For all full time Employees hired as of June 30, 1992, the Employer agrees to pay four (4%) percent of the five (5%) percent pension contribution under Section 9 (1) of Act 345 and such contribution shall

be credited as an Employee contribution if allowed by law. Full time Employees hired after June 30, 1992, shall pay the five (5%) percent pension contribution as required by Section 9(1) of Act 345.

- 24.5 Effective January 1, 1986, an Employee who continues in service on or after the date of acquiring ten (10) years of service credit and who does not have an option I election provided for in Section 6 (1) (J) of Act 345 in force, and dies while in service of the Employer before the effective date of his retirement and leaves a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had:
- A. Retired effective the day preceding the date of his death;
 - B. Elected option I provided for in Section 6(1) (H) of Act 345; and,
 - C. Nominated the spouse as survivor beneficiary. Upon the death of the spouse the pension shall terminate. A pension shall not be paid under this paragraph on account of the death of an Employee if benefits are paid under Section 6(2) of Act 345 on account of his death.

- 24.6 All retirees who retired after January 1, 1989 shall receive a retirement benefit allowance in the amount of One Thousand (\$1,000.00) Dollars the first pay period in January of each year. No deductions shall be made from said retirement benefit allowance except as may be required by the Internal Revenue Code.

- 24.7 The Department pension representative shall be elected by majority vote of the Employees and shall be either an Employee or a former Employee who is receiving a pension benefit.
- 24.8 Employees hired as of December 31, 1995, will be allowed to purchase up to three (3) years of military time, active or reserve, at the rate of one (1%) percent of the pensionable gross only for the purpose of retirement not to exceed twenty-five (25) years.
- 24.9 All Employees hired as of December 31, 1995, shall be grandfathered in accordance with the language applicable to that group of Employees, set forth in this Article.

ARTICLE 25

HOLIDAYS

25.1 On the first pay period in November each year, each Employee shall receive holiday pay based on ten (10%) percent of his base pay for the prior two (2) week pay period for each of the following holidays; provided he was in the employ of the Fire Department during the period in which the holiday fell, otherwise, holiday pay will be pro-rated based upon the number of holidays which occurred during his employment:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Washington's Birthday	Traditional Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Christmas Eve
Easter	Christmas Day
Memorial Day	Employee's Birthday
	Father's Day

ARTICLE 26

VACATIONS

26.1 Employees shall be eligible for annual vacation with pay on the following basis beginning May 1st of each calendar year:

YEARS OF SERVICE	HOURS VACATION 24 HR. EMPLOYEES	HOURS VACATION 8 HR. EMPLOYEES
6 months to 2 yrs.	72 hours	40 hours
2 yrs. to 4 yrs.	144 hours	80 hours
4 yrs. to 7 yrs.	216 hours	120 hours
7 yrs. to 12 yrs.	288 hours	160 hours
12 yrs. and over	360 hours	200 hours

26.2 Vacations shall be scheduled to preclude minimum manpower requirements from falling below the established minimum. Two (2) Officer's per shift will be allowed off at any time; one (1) Medic will be on duty at all times. Vacation periods shall not exceed six (6) consecutive working days unless agreed to by the remaining members of the same platoon.

26.3 All Employees of the Fire Department wishing to exercise their seniority preference shall make a written application (the word seniority preference shall be so stated on forms provided for this purpose) to the office of the Chief or his designee. This form will be made out in triplicate on or before May 1 of each year.

- 26.4 The seniority date of service for the purpose of this article measured by reference to the original date of hire to the Fire Department.
- 26.5 If a regular pay day falls during an Employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive all checks in advance before going on vacation. An Employee must make a request to the Chief or his designee for his checks the Friday before the preceding pay day during which the Employee will be on vacation.
- 26.6 Vacation may not be scheduled in less than four (4) hour increments for twenty-four (24) hour Employees and two (2) hour increments for eight (8) hour Employees. The vacation request is to be submitted four (4) days prior to the date requested, unless otherwise approved by the Chief or his designee.
- 26.7 An Employee may carry vacation time from one year to the next but on May 1 of each calendar year he may not have an accumulation of more than four hundred (400%) percent.
- 26.8 The maximum amount of vacation hours for the purpose of average final compensation and cash reimbursement is one thousand eighty (1,080) hours for Employees working twenty-four (24) hour shifts and six hundred (600) hours for Employees working eight (8) hour shifts.
- 26.9 For all Employees transferred from a twenty-four (24) shift to an eight (8) hour shift, vacation hours shall be recomputed by dividing the Employee's unused vacation hours by seventy-two (72) and multiply the

result by forty (40), which shall be the number of unused vacation hours the transferred Employee shall have remaining. For all Employees transferred from an eight (8) hour to a twenty-four hour shift, vacation hours shall be recomputed by dividing the Employees unused vacation hours by forty (40) and multiplying the result by seventy-two (72) which shall be the number of unused vacation hours the transferred Employee shall have remaining.

26.10 Vacation adjustment will be made in accordance with the schedule set forth in Article 26.1 on years 2, 4, 7 and 12.

26.11 The first two (2) leave requests, excluding military leave, submitted and approved will not be cancelled. Any additional leaves are subject to cancellation. All leave requests will be approved according to minimum manpower requirements.

ARTICLE 27

TERMINATION OF EMPLOYMENT, RETIREMENT, DEATH

- 27.1 Upon termination of employment, holidays and all unused vacation time earned and not used as provided, shall be compensated at the rate of pay of the Employee at the time of termination of employment from the Fire Department.
- 27.2 Upon retirement, the Employee shall receive all unused sick leave, vacation, and pro-rated holiday.
- 27.3 Upon the death of the Employee, the beneficiary shall receive all benefits spelled out in Section 27.2.

ARTICLE 28

REPLACING EYE GLASSES OR DENTURES

28.1 The Employer shall pay the reasonable cost, less any applicable insurance payment, for replacing prescription eye glasses or dentures of an Employee which were lost or damaged in the performance of his duty, unless such loss or damage is the result of the negligence of the Employee.

ARTICLE 29

CLOTHING ALLOWANCE

29.1 Any equipment or special supplies such as bunker coats, boots, helmets, gloves, or equipment needed for safety measures shall be furnished by the Township. Unserviceable equipment shall be replaced upon request of the Employee and approval of the Chief or his designee.

29.2 Clothing Allowance Provision:

1. All newly hired Employees of the Fire Department upon completion of the probationary period in accordance with Civil Service Act 78, shall be issued their initial dress uniforms which shall consist of one (1) dress blouse, one (1) dress pants, one (1) uniform cap with badge, and two (2) breast badges. Commencing with the second fiscal year after the date of his employment shall receive Seven Hundred Twenty (\$720.00) Dollars annually for the purpose of maintaining and the purchasing of dress and work uniforms. During the first fiscal year of employment, the Employee shall receive a partial clothing allowance based upon the pro-ration of the number of days at One and 97/100 (\$1.97) Dollars prior to July 1, of the fiscal year. Should any Employee become not available for regular duty, the Township shall be reimbursed for the portion of the above allowance in one of the following situations:

- A. Termination - Number of days between the termination date and July 1 at One and 97/100 (\$1.97) Dollars per day.
- B. Service and Non-Service Connected Disability - portion after six (6) months. After six (6) months, the number of days between that date and July 1 at One and 97/100 (\$1.97) Dollars per day.

ARTICLE 30

GENERAL

- 30.1 For the purpose of providing adequate fire protection, there shall be one (1) full time Fire Department Employee for each one thousand (1,000) Shelby Township population as determined by census not to exceed sixty-two (62) full time Department Employees.
- 30.2 Employees hired after June 30, 1992 as a condition of employment shall be required to live within a fifteen (15) mile radius of Station 1, one (1) year after completion of their probationary period.
- 30.3 Any Employee who responds to a fire or other emergency situation during a civil disorder declared by the Governor under Act 302, shall not be required to ride in the open and the Employer shall provide each piece of equipment responding to an alarm with police or military protection, if available. Not less than five (5) full time Employees shall respond with the equipment, subject to their availability.
- 30.4 No Employee shall carry or use any firearm while on duty; nor shall any Employee carry, store or use any firearm on the property of the Employer or its equipment.
- 30.5 Upon the request of the Union, the Employer shall provide the Union copies of any contracts, pacts, or other agreements pertaining to Mutual Aid.

- 30.6 A copy of this Agreement shall be distributed by the Employer to all Employees.
- 30.7 In the absence of the Chief or his designee whenever the term "approval of the Chief or his designee" is mentioned in this Agreement, it shall also mean the duty Officer at headquarters.
- 30.8 The Employer shall indemnify and save all Employees harmless from any and all liability of whatsoever kind and nature arising out of the performance of their duties. In addition, and not by way of limitation, the Employer shall, upon request, provide such Employees with legal representation with regard to matters which arise in the course of such Employees duties and shall pay all costs and fees related to such legal representation.
- 30.9 The Employer shall at all times comply with all Federal and State statutes, county and local ordinances, rules or regulations pertaining to the maintenance, manning and operation of all apparatus.
- 30.10 The wages and benefits set forth in this Agreement will become effective in the amounts and on the dates agreed to herein upon any approvals necessary or required by Federal law being obtained. The wages and/or benefits shall be modified only to the extent required by the laws of the United States and the State of Michigan. The Employer shall fully cooperate with the Union in requesting all approvals necessary or required by the laws of the United States and the State of Michigan.

30.11 The Employer will make no unilateral changes in wages and other terms and conditions of employment during the term of this Agreement contrary to the provisions of this Agreement.

30.12 A minimum of three (3) representatives from the Union negotiating team and representatives of the Township shall meet in an attempt to resolve any conflicts as to the intent of the language negotiated into the Contract. This meeting should take place, whereas, a resolution of intent might avoid entering into the grievance procedure unnecessarily.

ARTICLE 31

COURT APPEARANCE OR MEDICAL EXAMINER'S INQUEST

- 31.1 Any Employee required to make a duty-connected court appearance or attend a medical examiner's inquest on his day off shall be paid at the rate of one and one-half (1-1/2) time his equivalent hourly base rate of pay computed from the time the Employee reports to the fire station before and after the completion of such appearance or attendance.

ARTICLE 32

MANPOWER REQUIREMENTS

- 32.1 A minimum of one (1) Officer and two (2) other Employees and one (1) Medic of the Fire Fighting Division shall be on duty at headquarters known as Station 1. A minimum of two (2) Employees of the Fire Fighting Division shall be on duty at each station other than headquarters. Manpower requirements shall be in effect at all times unless off duty Employees are unavailable.
- 32.2 In the event an Employee becomes ill while on duty and such illness requires him to leave his station, it shall be the duty of the Officer at headquarters to call an off duty Employee for overtime provided there is a minimum of two (2) hours remaining on his shift and the absence would cause the manpower requirement to fall below minimum.
- 32.3 There shall be three (3) Officers on duty at all times.
- 32.4 Limited duty personnel shall not be counted for the purpose of minimum manpower requirements.

ARTICLE 33

TUITION REFUND

33.1 If an Employee pursues a course of study on off duty hours at an accredited school in a course required for an associate degree in Fire Science, the Employer shall reimburse said Employee for all tuition and books upon satisfactory completion of said course in Fire Science. This educational assistance program does not include special seminars or short courses of a few days duration except those specified by the Chief or his designee. Expenses related to transportation such as parking, mileage, and vehicle use shall not be part of this educational assistance program.

33.2 It shall be the responsibility of the Employer to provide continuous education on duty to obtain and preserve certification. In the event an Employee is required while off duty to attend any school, seminars, etc., the Employer shall pay all cost necessary (at the time of registration) to obtain and preserve said certification. Employees who are required to attend shall be compensated for their class time incurred as provided for under Section 17.4 of this Agreement; including mileage at the current rate, as determined by the Employer, in excess of twenty-five (25) miles one way. If mileage is under said minimum, one (1) additional hour shall be added to the Employee's class time. When an Employee attends a

program, and said program has been cancelled, the Employee shall be compensated for his time actually incurred under Section 17.4 of this Agreement; including mileage in excess of twenty-five (25) miles one way.

ARTICLE 34

LINEN SERVICE

34.1 The Employer will provide clean bath towels, pillow cases, shop coats, dish towels, wash cloths, sheets and first aid coats. In addition, the Township will provide blankets and these items will be cleaned periodically. This provision is contingent on availability of contract services.

ARTICLE 35

OFF DUTY ALARMS

35.1 Employees of the Fire Fighting Division, when called and available, shall respond to their station for standby duty or to the scene of the alarm.

35.2 Members responding for off duty alarms shall be paid as provided in Article 17.4 of this Agreement.

35.3 The following formula adjusted to the nearest one-half (1/2) hour shall be used in computing hours or parts of hours for off duty alarm pay:

0 - 2 hours	2 hours
2 - 2-1/2 hours	2-1/2 hours
2-1/2 - 3 hours	3 hours...etc.

35.4 Pay computation for off duty alarm pay shall begin at the time of the alarm and end when all men and equipment used in that alarm are "in service". Employees may be excused from station standby or from the scene of the alarm with permission of the dispatcher or officer-in-charge with pay ceasing at the time he is excused.

35.5 Eight (8) hour Employees, when called and available, shall respond as directed to the scene of the alarm.

ARTICLE 36

FOOD ALLOWANCE

36.1 The Township shall pay each twenty-four (24) hour duty Employee of the Fire Department an annual food allowance of Four Hundred Seventy-Five (\$475.00) Dollars payable in the first pay period in July.

36.2 Probationary Employees shall receive One and 30/100 (\$1.30) Dollars per day for the days between their date of hire and July 1 during their first year of employment.

36.3 Should any Employee become not available for regular duty the Township shall be reimbursed for the portion of the allowance in one of the following situations:

1. Termination - Number of days between the termination date and July 1 at One and 30/100 (\$1.30) Dollars per day.
2. Service and Non-Service Connected Disabilities - Portion after six (6) months.

After six (6) months, the number of days between that date and July 1 at One and 30/100 (\$1.30) Dollars per day.

ARTICLE 37

FIRE FIGHTER - MEDIC

- 37.1 It is recognized that the Medic Division is unique because it cannot solely operate on the dictates of the Employer or the Union and the Employer and the Union must comply with Act 290 in order to maintain a Medic program.
- 37.2 The Employer, in order to maintain the Medic Division and to have personnel available to perform the medic duties, shall:
- A. Request Employees on a seniority basis if they wish to participate in the Medic Program on a voluntary basis; and, if the Employer is unable to secure sufficient volunteers.
 - B. Have the right to select the necessary personnel through inverse seniority when the Medic manpower falls below eighteen (18).
- 37.3 Any Employee wishing to be trained and certified as a Medic, shall, as a condition to being accepted into and holding a Medic position and trained as same, agree in writing to remain in said position without right to transfer for at least three (3) years after receiving certification by the State of Michigan. After three (3) years, any Medic may request to be reassigned to regular Fire Fighting duties by submitting a written request to the Chief or his designee which states the reasons for such request. The request shall be granted when a replacement Medic is certified. The requests for reassignment will be granted in order of the date of request.

If a Medic is reassigned, he shall return to the position of Fire Fighter/EMT.

37.4 Any Medic not assigned to regular Medic duties shall be assigned to regular Fire Fighter duties.

37.5 The Medic II coordinator shall during his work day coordinate the Medic Program and assume all duties related thereto.

37.6 Medic III certified by the State and I/C to assume responsibility for training all EMT/AEMT's for the purpose of maintaining their state certification and other duties as prescribed by the Chief of the Department.

37.7 It shall be the responsibility of the Employer to provide continuous education on duty for a Medic to comply with the minimum certification requirements of the State of Michigan. In the event an Employee is required to attend any school, seminars, or short course, off duty, the Employer shall pay, at the time of registration, all cost necessary to obtain and preserve certification. Employees who are required to attend such school, seminar or short course while off duty shall be paid for their class time as provided in the Agreement and shall be paid mileage at the current rate if the mileage is in excess of twenty-five (25) miles one way. If the mileage is under twenty-five (25) miles one way, one (1) additional hour shall be added to the Employees class time. When an Employee attends a program off duty without notice, that said program

has been cancelled, the Employee shall be compensated as provided in Article 17.5 of the Agreement for his time actually incurred and mileage at the current rate if the mileage is in excess of twenty-five miles one way.

37.8 Medics seeking to maintain the minimum certification requirements of the State of Michigan shall attend classes only in Ingham, St. Clair, Macomb, Wayne and Oakland counties. If a particular class needed for certification or recertification is offered at more than one location, the class shall be taken at the location the least distance from headquarters. If a Medic seeks to take outside the aforesaid geographical area, he shall obtain written approval from the Chief or his designee.

ARTICLE 38

DIVISIONAL SYSTEM

38.1 The Department shall operate under the following divisional system:

CHIEF

Training	Fire Prevention	Fire Fighting	Medic
<u>Division</u>	<u>Division</u>	<u>Division</u>	<u>Division</u>
Lt. Trn. Ins.	Marshall	Captain	Medic III
Sgt. Trn. Ins.	Inspector	Lieutenant	Medic II
	Fire Inspector	Sergeant	Medic I
		Fire Fighter	Medic

38.2 The Chief shall be responsible for the overall supervision, administration and operation of the Department subject to the supervision, direction and control of the Township Supervisor.

38.3 All persons assigned to the position of Medic shall be classified as a Medic for their first three (3) years of service and shall be paid base pay in accordance with Article 16. Upon completing three (3) years of service as a Medic, the Medic will immediately become a Medic I without examination and based solely on years of service.

38.4 The Employer shall have the absolute right to determine the number of vacancies in each position, whether or not to fill any vacancies and whether or not to fill any position in the divisional system.

38.5 All Medics are required to perform the duties of a Fire Fighter.

ARTICLE 39

DURATION OF CONTRACT

- 39.1 This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 1999.
- 39.2 If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date of December 31, 1999. If the parties fail to give such written notice of termination or if the party giving written notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to any subsequent termination date.
- 39.3 If either party desires to modify or change this Agreement, it shall give written notice of amendment sixty (60) days prior to the termination date of December 31, 1999, or any subsequent termination date. The notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendment that may be agreed shall be reduced to writing and signed by the Employer and the Union through their authorized representative and shall become a part of this Agreement without modifying or changing any of the other terms and conditions of this Agreement.

39.4 Notice of termination or amendment shall be in writing and shall be sent certified mail or delivered to the Township Supervisor or to an Officer of the Union as the case may be.

39.5 In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and conditions of this Agreement shall remain in full force and effect pending execution of a new Agreement.

ARTICLE 40

DEFERRED COMPENSATION

40.1 The Employer shall provide a deferred compensation plan as outlined in the United States Conference of Mayors for all Employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicate hereof this 5th day of December, 1995.

In the presence of:

Willa Taylor
WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS

Dennis M. Bucholtz
DENNIS BUCHOLTZ
FIRE CHIEF

CHARTER TOWNSHIP OF SHELBY
James Van Hevel
JAMES VAN HEVEL
SUPERVISOR

Karen Schultz
KAREN SCHULTZ
CLERK

**SHELBY TOWNSHIP FIRE FIGHTERS
UNION AFL-CIO, LOCAL #1338 OF
THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

Joseph R. Jwanski

Mark C. Semaan

John J. [unclear]

Martin R. Paul

A. Jurenski

LETTER OF UNDERSTANDING

TRADING OF DAYS

The original Contract language is tentatively agreed to with the understanding that the Union and Management will abide by the pending arbitration decision. Current scheduling is still in effect.

MANAGEMENT

Dennis M. Bucholtz
DENNIS BUCHOLTZ
FIRE CHIEF

Gilbert Parker
GILBERT PARKER
TOWNSHIP TRUSTEE

Terri Kowal
TERRI KOWAL
TOWNSHIP TRUSTEE

Willa Taylor
WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS

LOCAL 1338

Joseph E. Iwanski
JOSEPH IWANSKI
PRESIDENT

Martin R. Pawl
MARTIN PAWL
NEGOTIATOR

Mark C. Semmaan
MARK SEMAAN
NEGOTIATOR

Lance R. Watters
LANCE WATTERS
SECRETARY

Alan M. Jaroneski
ALAN JARONESKI
NEGOTIATOR

LETTER OF UNDERSTANDING
ARTICLE 18

Pursuant to our meeting on November 30, 1995, the Union voted to accept the change in Article 18, Longevity, so proposed by management. The intent of the language change is to make longevity payments in January of each year. The only proration would be the payment in December for 1995 and if the Employee terminates, it is understood that there is no proration for death or retirement. The change allows for FLSA payment to be processed in accordance with the Act.

MANAGEMENT

Dennis M. Bucholtz
DENNIS BUCHOLTZ
FIRE CHIEF

LOCAL 1338

Joseph R. Swanski
JOSEPH IWANSKI
PRESIDENT

Gilbert Parker
GILBERT PARKER
TOWNSHIP TRUSTEE

Martin R. Pawl
MARTIN PAWL
NEGOTIATOR

Terri Kowal
TERRI KOWAL
TOWNSHIP TRUSTEE

Mark C. Semran
MARK SEMAAN
NEGOTIATOR

Willa Taylor
WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS

Lance F. Watters
LANCE WATTERS
SECRETARY

Alan M. Jaroneski
ALAN JARONESKI
NEGOTIATOR

Shelby Township Fire Fighter's Union

AFFILIATED WITH AFL-CIO - CLC

LOCAL 1338 - SHELBY TOWNSHIP, MICHIGAN



DEC-4 AM 9:45

ARTICLE 18 LETTER OF UNDERSTANDING

Pursuant to our meeting on November 30, 1995, the union voted to accept the change in Article 18, Longevity, so proposed by management. The intent of the language change is to make longevity payments in January of each year. The only proration would be the payment in December for 1995 and if the employee terminates. It is understood that there is no proration for death or retirement. The change allows for FLSA payment to be processed in accordance with the Act.

Willa Taylor
Willa Taylor, Personnel Director

Joseph K. Iwanski
Joseph Iwanski, President

Gilbert Parker
Gilbert Parker, Trustee

Martin R. Pawl
Martin Pawl, Negotiator

Terri Kowal
Terri Kowal, Trustee

Lance B. Watters
Lance Watters, Secretary

Dennis M. Bucholtz
Dennis M. Bucholtz, Fire Chief

Alan M. Jaroniski
Alan Jaroniski, Negotiator

Mark C. Semaan
Mark Semaan, Negotiator

LETTER OF UNDERSTANDING

The base wage set forth in Article 16 for 1995 will go into effect on November 26, 1995. A check of One Thousand Five Hundred (\$1,500.00) Dollars will be paid to all Members covered by the Agreement, and hired prior to November 26, 1995. Longevity will be prorated to December 31, 1995.

MANAGEMENT

LOCAL 1338


DENNIS BUCHOLTZ
FIRE CHIEF


JOSEPH IWANSKI
PRESIDENT

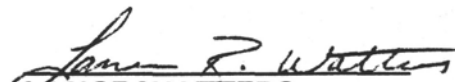

GILBERT PARKER
TOWNSHIP TRUSTEE


MARTIN PAWL
NEGOTIATOR


TERRI KOWAL
TOWNSHIP TRUSTEE


MARK SEMMAN
NEGOTIATOR


WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS


LANCE WATTERS
SECRETARY


ALAN JARONESKI
NEGOTIATOR

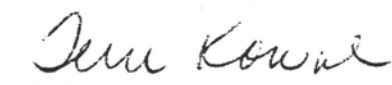
LETTER OF UNDERSTANDING
INTENT OF LANGUAGE - ARTICLE 24.9

The parties hereby agree that Section 24.9 means that Employees hired as of December 31, 1995 shall be entitled to the retirement benefits set forth for that group of Employees in Article 24 of the January 1, 1995 through December 31, 1999 Contract, and the parties agree that neither shall diminish, or attempt to diminish, through negotiation, contract, arbitration, court, or administrative action, any provision relating to the retirement benefits set forth for those Employees in Article 24.

MANAGEMENT



DENNIS BUCHOLTZ
FIRE CHIEF

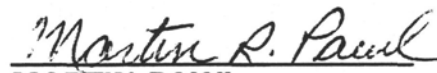

GILBERT PARKER
TOWNSHIP TRUSTEE


TERRI KOWAL
TOWNSHIP TRUSTEE

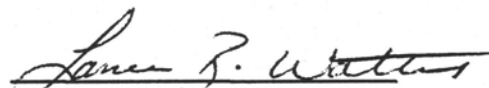

WILLA TAYLOR
DIRECTOR OF PERSONNEL/GRANTS

LOCAL 1338


JOSEPH IWANSKI
PRESIDENT


MARTIN PAWL
NEGOTIATOR


MARK SEMAAN
NEGOTIATOR


LANCE WATTERS
SECRETARY


ALAN JARONESKI
NEGOTIATOR

APPENDIX

The following words, terms and phrases as used in this Agreement shall mean and refer to the definitions ascribed to them by this APPENDIX:

Word, Term or Phrase		Definition
Act 78	-	Act No. 78 of the Public Acts of 1935, as amended.
Act 125	-	Act No. 125 of the Public Acts of 1925, as amended.
Act 154	-	Act No. 154 of the Public Acts of 1964, as amended.
Act 290	-	Act No. 290 of the Public Acts of 1976, as amended.
Act 302	-	Act No. 302 of the Public Acts of 1968, as amended.
Act 345	-	Act No. 345 of the Public Acts of 1937, as amended.
Act 379	-	Act No. 379 of the Public Acts of 1965, as amended.
Act 604	-	Act No. 604 of the Public Acts of 1979, as amended.
Business Day	-	A Day of a week which falls on Monday through Friday excluding holidays.
Chief	-	The Chief of the Fire Department.
Day	-	A calendar day unless otherwise modified herein.
Employee	-	Employees of the Fire Department who are subject to the provisions of Act 78 except supervisory personnel as defined in Act 379.

Employer	-	Charter Township of Shelby, a Michigan Municipal Corporation.
AEMT	-	Advanced Emergency Medical Technician
Department	-	The Fire Department of the Charter Township of Shelby.
Fire-Medic	-	A Fire Fighter who is a certified advanced emergency medical technician.
Full Time Employee	-	Those Employees who regularly work a full work week.
Immediate Family	-	Spouse, children, step-children, grand children, son-in-law, daughter-in-law, father, mother, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law or grandparents.
Grievance	-	A claim by an Employee, group of Employees or the Union that there has been a misinterpretation, misapplication or other violation of any provision of this Agreement.
Officer	-	A Fire Fighter who holds the rank of Sergeant or a superior rank.
Seniority	-	The length of continuous service with the Fire Department commencing with the Employee's date of hire and uninterrupted by any cause for loss of seniority subject to the applicable terms and conditions of this Agreement.
Work Day	-	See Work Week.
Work Week	-	For Employees assigned to the Fire Fighting Division, the work week shall be as prescribed by Act 125 as amended by Act 604. For Employees not assigned to the Fire Fighting Division, the work week shall be eight (8) consecutive hours per day, five (5) days per week, Monday through Friday, starting at 0800 hours and ending at 1600 hours.



