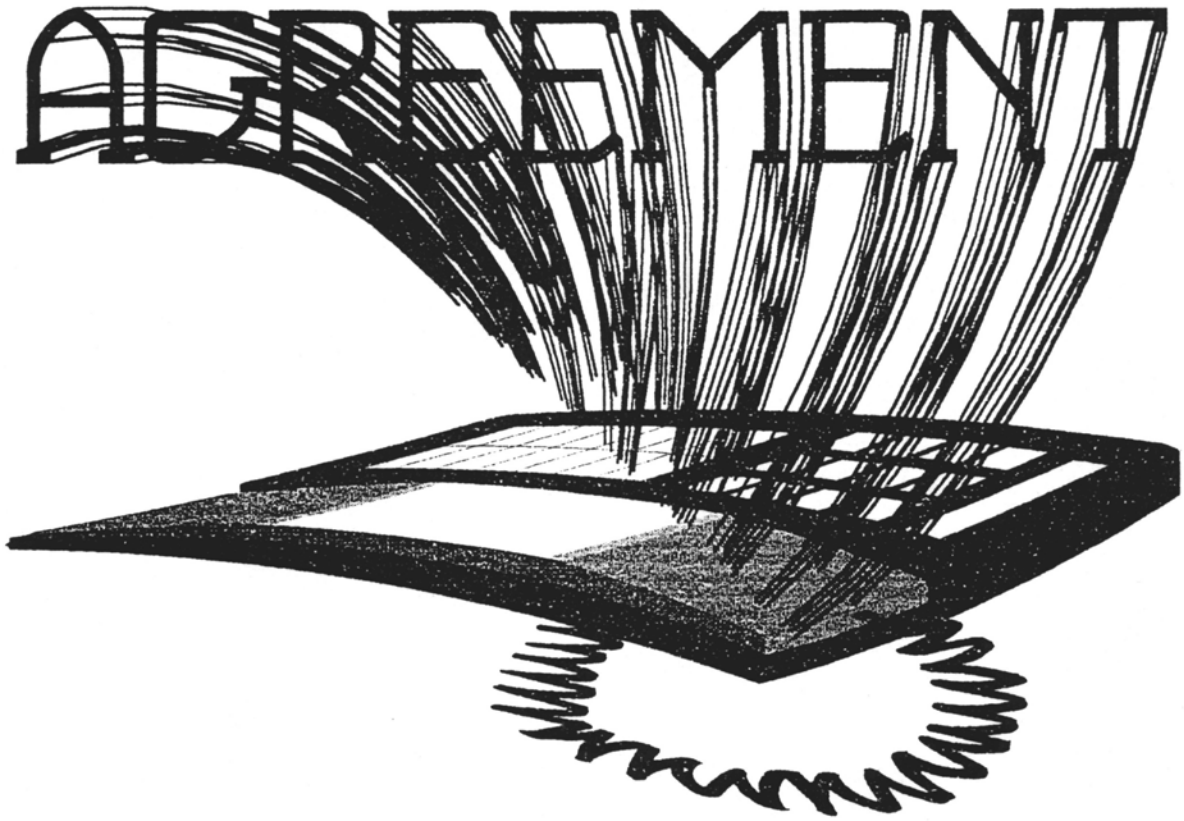


3980

3/31/2001



Summit Teachers

Township of Summit
and
Local # 1639
IAFF, AFL-CIO

4/1/98 to 4/1/01

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AGREEMENT

**TOWNSHIP OF SUMMIT
AND
LOCAL NO. 1639
OF THE**

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

THIS AGREEMENT entered into this 6th day of April, 1998, effective April 1, 1998 and expiring March 31, 2001 between the TOWNSHIP OF SUMMIT, Jackson, Michigan, hereinafter referred to as "TOWNSHIP", "BOARD" or "EMPLOYER" and LOCAL NO. 1639 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, also known as Summit Firefighters Association, hereinafter referred to as the "UNION", "EMPLOYEE" or "FIREFIGHTER".

WITNESSETH, that the parties hereto, in consideration of the covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I

PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of Public Act 136 of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the Township and the Union in the best interest of the Community, to improve the public fire fighting service and to provide an orderly and equitable means of resolving future differences between the parties.

ARTICLE II

COVERAGE

This agreement shall be applicable to all full-time twenty-four (24) hour firefighters and forty-five (45) hours-per-week firefighters of the department, including all officers, excluding the chief of the department.

ARTICLE III

RECOGNITION

In accordance with Article II, the Township recognizes the Union as the sole and exclusive bargaining representative of the firefighters of the Fire Department as described in Article II.

The Union recognizes the Fire Chief as the Township's Chief Executive Officer of the Fire Department. Prior to an absence (ie: vacation, conferences, etc.) the Fire Chief shall designate the "person in charge of the Department" and have approval of the Township Supervisor.

ARTICLE IV

AGENCY SHOP AND CHECKOFF

It is agreed and understood that all present and future firefighters covered by this Agreement who are members of the Association shall remain members in good standing for the duration of the Agreement as a condition of continued employment. All present and future firefighters covered by this agreement who on the effective date hereof were not members of the Association, shall within thirty (30) days after the effective date hereof, become and remain members in good standing as a condition of continued employment, or shall cause to be paid to the Association a representation fee equivalent to their fair share of the Association's cost of negotiation and administering this Agreement as set forth by the Association.

CHECKOFF -- The Township agrees to deduct from the wages of each individual in the bargaining unit, who voluntarily becomes a member, the Association dues subject to the following subsections:

- (a) The association shall obtain from each of its members a complete checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- (b) All checkoff authorization forms shall be filed with the Township's payroll office which shall return any incomplete or incorrectly completed forms to the Association's treasurer, and no checkoff shall be made until such deficiency has been corrected.
- (c) All other firefighters covered by this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall equal 100% or less of said dues and which sum shall accurately represent the amount said firefighters owe the Association as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, state, national or other dues or assessments or the amounts for association activities. The fair share representation shall be subject to that amount which the treasurer of the Association so notifies the Township.
- (d) The Township shall not enter into any agreement with one (1) or more of the firefighters defined in the bargaining unit of this Agreement or with any other organization which in any way conflicts with the provisions hereof.
- (e) The Association shall provide at least thirty (30) days written notice to the Township for the amount of Association dues and/or representation fees to be deducted from the wages of firefighters as in accordance with the section. Any change in the amount determined shall also be provided to the Township at least thirty (30) days prior to its implementation.

INDEMNIFICATION -- The Association agrees to defend, indemnify and save the Township harmless against any and all claims, suits and other forms of liability arising out this deduction from the firefighter's pay of Association dues and/or agency fees.

The Association agrees to refund to the Township any annuities paid to it in error, on account of the provision of this Article, upon presentation of proper evidence thereof.

CHECKOFF FORM -- The Union shall exclusively use the agreed checkoff authorization form.

ARTICLE V

UNION ACTIVITIES

Section 1. Release Time

With the approval of the Chief, officers and other representatives of the Union shall be permitted, at no cost of overtime to the Township, time off without loss of pay during regular working hours to conduct Union business. This shall include contract negotiations, union seminars, and settlement of grievances with the appropriate Summit Township officials.

Section 2. Bulletin Boards

The Union shall be provided adequate space (approximately 18" x 24") at each fire station for the posting of Union notices of the following types:

1. Notices of recreational and social events of the Union;
2. Notices of Union elections and results;
3. Notices of meetings of the Union;
4. Such other notices that have received the prior approval of the Chief.

The Union will designate persons responsible therefor and forthwith inform the fire chief of the names of such persons.

Section 3. Meetings

The Union may schedule a Union meeting on Fire Department property the second Monday of each month, insofar as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Department. Any Union meeting other than those designated above shall have prior approval of the Chief.

ARTICLE VI

HOURS OF EMPLOYMENT

Section 1. Work Week

The work schedule of the firefighters shall be as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965. For the life of this Agreement the work schedule for 24 hour firefighters shall be governed by the California 3 Platoon System.

Forty-five (45) hour firefighters will work an 8:00 am to 5:00 PM shift plus or minus one (1) hour. I.e: 7:00 am to 4:00 pm, 9:00 am to 6:00 PM, 7:30 am to 4:30 PM, etc., five days per week, Monday thru Friday. Change in shift starting time for forty-five (45) hour workweek shall be given (30) days notice.

Section 2: Trading Time

Subject to manpower requirements, firefighters shall be permitted to voluntarily trade work days or leave days. The trading of complete work days or leave days shall be at the sole discretion of the Chief.

Section 3: Changing of Shift or Days Off

For unplanned absences the Chief may change personnel from one shift to another to cover these openings. No less than four(4) days notice shall be given to the employee.

(a) In the event that a firefighter is forced to go on a shift other than his/her preference (24 to 9 or 9 to 24) he/she shall have the first right to return to his/her preferred shift when an opening occurs. All other openings shall be posted and filled by seniority preference.

Any 9 hour firefighter temporarily working on a 24 hour shift who takes sick leave and has his/her illness verified in writing by a doctor, shall have subtracted from his/her sick leave bank only 9 hours. If the sick time is not verified in writing by a doctor, he/she will have 24 hours subtracted from his/her sick leave bank.

A 9 hour firefighter temporarily working on a 24 hour shift shall have added, to his/her sick leave bank, 24 hours of sick leave benefit for each month worked.

(b) Permanent shift changes (24 hour to 9 hour or 9 hour to 24 hour) shall require no less than sixty (60) days written notice to the Employee, unless agreed upon by the Township and the Union, and shall be at the discretion of the Chief.

(c) Shift changes from one 24 hour shift to another 24 hour shift shall require no less than sixty (60) days written notice to the Employee, except in emergencies as determined by the Chief.

(d) If a 9 hour firefighter works a holiday while being temporarily assigned to a 24 hour shift, he/she shall receive one additional leave day. Such additional leave day shall be taken subject to manpower requirements as determined by the Chief.

Section 4. Replacement Schedule

Replacement shall be done on a rotation seniority basis. Employees and firefighters with the most department seniority would get first call at replacement time.

After a firefighter has worked twelve (12) to twenty- four (24) hours on replacement time, his or her name will go to the bottom of the list and the next firefighter on the seniority list shall get first call. If a firefighter on the top of the seniority list is not able to work at the time asked, the next firefighter on the list shall be asked, etc. Nothing provided herein shall prevent management from splitting the shift if no one is available for the full shift.

ARTICLE VII

ASSIGNMENTS, WORK DETAILS AND MAINTENANCE WORK

Station duties, assignments and fire department related work details and maintenance of equipment, station and grounds. Employees shall be responsible for the replacing of caps, operating nut, flushing, lubricating, gasket turning, painting of Township water hydrants and cleaning away the weeds and

growth in and about said hydrants, as shall be required by the Chief of the department, with reasonable consideration to ability.

The Union and members agree that for the life of the agreement they shall maintain the lawn and grounds at the Township Hall, and proper equipment shall be furnished by the Township for such purpose.

ARTICLE VIII

MANPOWER REQUIREMENTS, MANAGEMENT RIGHTS AND PHYSICALS

Section 1. Manpower Requirements

There shall be a minimum of two twenty-four (24) hour full time firefighters assigned to the main fire station at all times, except during emergency runs and road tests. There shall be a minimum of two nine (9) hour full time firefighters on duty at all other Summit Township Fire Stations, except during emergency runs, road tests, weekends and holidays. At no time shall a full time firefighter be required to work alone.

Firefighters hired before April 1, 1986 shall not be laid off during the life of this contract. Firefighters hired after April 1, 1986 are subject to working a second shift which may be established by the Township. Present employees do have a right to transfer to such shift in accordance with the needs of the Department and their seniority.

Section 2. Management Rights

The Union recognizes that except as specifically limited or abridged by the terms and provisions of this Agreement all rights to manage, direct and supervise the operation of the Fire Department and the firefighters are vested solely in the Employer.

Section 3. Physicals

Every year a firefighter shall have a physical examination at the expense of the Township. The scope of the examination shall be within the discretion of the examining physician or clinic who shall be selected by the Township. The physical examinations shall be performed by the same doctor or clinic for all firefighters.

Should a firefighter fail to pass the physical examination, he or she shall have the right to have his or her own independent medical examination at his or her own expense covering the subject matters failed. If the firefighter passes the second examination the parties hereto shall submit the matter pursuant to the grievance procedure of this agreement. The firefighter shall not be terminated from his or her employment unless a final adverse decision of the grievance procedure is rendered.

Section 4. Substance Abuse Testing

In the event the Employer has reason to believe that a firefighter is taking controlled substances and/or alcohol which could affect his or her duty performance, the Employer may require substance or alcohol abuse testing and the firefighter shall undergo such test as soon as possible upon request.

In the event that the results of such a test are returned positive, then the firefighter shall undergo counseling and treatment in an approved facility and/or approved program. Failure to undergo such counseling or treatment and/or successfully complete such program or treatment shall be grounds for discharge. In the event that the employee successfully completes the program or treatment, then no further disciplinary action shall be taken against him or her. Providing, however, that a reoccurrence of such abuse shall constitute grounds for disciplinary action including suspension and/or discharge. A firefighter who voluntarily enters a program shall not be disciplined as a result of any disclosures made of a pre-existing or continuing condition. A firefighter who is tested positive while in the program or after completion, may be subject to disciplinary action.

These provisions do not supersede work rules which prohibit an employee from being drunk on duty or under the influence of a controlled substance on duty that would impair his or her ability as a firefighter, and such work rules shall remain in effect notwithstanding this provision. In the event of any disciplinary action the firefighter has the right of grievance arbitration and in accordance with the grievance procedure.

Section 5. Rules and Regulations

The parties recognize the right of the Chief to promulgate reasonable work rules/regulations and orders; however, none of the above shall be inconsistent with the terms and conditions of this Agreement and the Union reserves the right to grieve the reasonableness of any work rule, regulation, or order which affects the terms and conditions of employment. In addition, any disciplinary action taken may be reviewed by exercise of the grievance procedure.

ARTICLE IX

OFFICERS

Section 1. Officers on Duty

There shall be an officer assigned at the main fire station at all times. If no Officer is on duty because of vacation, illness, etc. a firefighter shall be designated Acting Captain for the shift, by the Chief.

Section 2. Promotions

To be eligible for promotion to a command position an employee must have three (3) years seniority, and for other positions, one (1) year seniority. All promotions in the Fire Department shall be made from within the Fire Department eligibility list.

The criteria used to determine promotion shall be as follows:

1. Written test = 50% of total score
2. Oral review = 25% of total score
3. Seniority = 1 point per year of service, up to 25 points maximum

The applicant with the highest total score shall get the promotion. All applicants shall receive the same test and the same oral review. A study guide shall be provided for each applicant.

In the event of a tie on total score, seniority shall prevail.

Any promotion shall carry a one year probation period, at which time, if the employee is not able to perform in that position or decides he or she does not want that position, the employee shall return to the previous position he or she held before the promotion. If the firefighter disqualifies himself or herself, he or she shall return in accordance with his or her seniority to a firefighting position. The position of Assistant Chief shall be appointed by the Chief of the department. In the event of reduction of manpower because of economics or elimination of positions, department seniority shall prevail for layoff procedure.

The Township shall have the right to eliminate any newly created position as it deems necessary. Other criteria for promotions may be used if agreed upon in advance by the Union and the Chief.

Section 3. New Jobs/Positions

The Employer reserves the right to create new jobs and / or positions as needed in the Fire Department and shall establish the rate of pay for such job/position. Should the job/position be vacated, the Employer is under no obligation to fill the position. After such job/position is filled and operational for ninety (90) days, the Employer will discuss with the Union the rate, which is subject to negotiation.

If the Employer disqualifies a firefighter from the new job/position, such firefighter shall return to his/her former position. The firefighter shall maintain the rate of pay of the new job/position for a period equal to his/her time in the new job/position up to a maximum of ninety (90) days. Subsequently, anyone promoted to fill the "former positions" shall be bumped to their former position and former rate of pay. If a firefighter disqualifies himself/herself after ninety (90) days, he/she may return to their former position providing the position is open. If their former position is not open, he/she shall return in accordance with his/her seniority to a firefighter position.

Section 4. Recourse

If a firefighter believes that he or she has not been properly considered for a promotion, he or she may file a grievance claiming that Township acted in an arbitrary or unfair manner.

Section 5. Notice

Prior to the effective date of promotions, notification of promotion shall be made by posting it on the bulletin board not less than ten (10) days prior to the effective date of promotions.

Section 6. In - Rank Seniority

- (a) In the chain of command there shall be in - rank seniority.
- (b) At the time of promotion, the criteria used for determining promotion (oral, written, seniority, etc.) shall determine in - rank seniority.
- (c) In case of a tie for promotion, department seniority shall determine in - rank seniority.

ARTICLE X

WAGES AND HOLIDAYS

Section 1. Wages - See Attachment #1

(a) The hourly rate for twenty-four (24) hour firefighters is the employee's annual wage divided by 2,912 hours.

(b) Year One April 1, 1998 5%
Year Two April 1, 1999 4%
Year Three April 1, 2000 3%

(c) Shift Officers pay - Wage Scale plus \$2500.00

(d) Assistant Chief - Wage Scale plus \$3500.00

Section 2, Scheduled Holidays

The scheduled holidays are:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 3	Christmas Eve
July 4	Christmas Day
Labor Day	New Year's Eve

The nine-hour day firefighters shall be given the holiday off. If a holiday falls on a weekend or while on vacation, the nine-hour day firefighters shall be given the additional day or days off subject to manpower requirements and as assigned by the Chief.

ARTICLE XI

PERSONAL LEAVE

Firefighters shall have thirty-six (36) hours of personal leave, which can be used for any purpose on proper notice and at no less than one (1) hour intervals, with the approval of the Chief.

ARTICLE XII

OVERTIME, CALLBACK, REPLACEMENT, AND ACTING PAY

Overtime payments shall be in accordance with the Fair Labor Standards Act, as amended, which shall be used for computing overtime.

Section 1. Overtime for Firefighting

Overtime for firefighting shall be paid at the rate of time and one-half (1 1/2) of the firefighter's hourly wage and shall be paid in the firefighter's next regular pay period.

Section 2. Acting Pay

If a firefighter works in the capacity of an officer because of vacation or illness at the main station, he or she shall be paid \$25.00 acting pay above his or her twenty-four-(24) hour base pay. The firefighter listed on the log as officer in charge shall receive the pay.

A firefighter working the capacity of an officer shall be designated by the Chief. Additional number of officers and rank of the officers in the Fire Department shall be as recommended by the Chief of the Township of Summit.

Section 3. Layoff and Recall

For firefighters hired after April 1, 1986 seniority shall prevail as to layoff and recall.

ARTICLE XIII

VACATIONS

Section 1. Eligibility and Amount

Twenty-four (24) hour firefighters shall receive ten (10) scheduled twenty-four (24) hour work days of vacation after one (1) year of service, twelve (12) scheduled twenty-four (24) hour work days of vacation after five (5) years of service and fourteen (14) twenty-four (24) hour work days after ten (10) years of service with the Fire Department.

Nine-hour day firefighters shall receive vacations as follows:

one to five years: 16 work days;
five to ten years: 21 work days;
ten years and over: 27 work days.

Firefighters having one year (1) of service in before January 1, shall be entitled to the first year of vacation, to be taken between the end of their one year of service and April 1 of the next year.

To be eligible for twelve (12) days of vacation, an employee shall have served five (5) or more years of service with the Department as of his or her anniversary date. To be eligible for fourteen (14) days of vacation, an employee shall have served ten (10) or more years of service with the department as of his or her anniversary date.

Section 2. Designation of Vacation Periods

Firefighters shall select their vacations in the following manner: One vacation period may be selected between March 1 and March 15 by seniority. Senior firefighter may select first. If a firefighter has not made his or her vacation pick by March 15, he or she shall not select periods already taken by

another firefighter, seniority notwithstanding. This one time seniority pick may satisfy the March 16 through March 25 vacation pick requirements.

Between March 16 thru March 25, the twenty-four (24) hour day firefighters shall select a minimum of six (6), twenty-four (24) hour vacation days. These must be picked in a block of at least three (3) vacation days.

Between March 16 through March 25, the nine (9) hour day firefighter shall select a minimum of ten (10), nine (9) hour vacation days. These must be picked in a block of at least five (5) vacation days.

A firefighter may take a maximum of four (4) half days of his/her vacation each year, with the approval of the Chief.

A firefighter may cancel a vacation selection upon four-(4) days' notice prior to the start of a vacation, with permission of the Chief.

One firefighter from each twenty-four-(24) hour day shift may be on vacation at a time. One firefighter from the nine-(9) hour day shift may be on vacation at a time.

A firefighter shall be able to take vacations at any time between April 1 of one year and March 31 of the next.

Accrued vacations shall be paid pro-rata to firefighters who leave the fire department.

ARTICLE XIV

INSURANCE

Section 1. Hospitalization

The Township shall provide Blue Cross/Blue Shield, or equivalent, hospitalization insurance for the employee and his or her family, and said insurance shall be the policy and riders currently in effect for the Township, except that the prescription rider shall be a \$5.00 co-pay, and the employee shall be responsible for the first \$275.00 annual deductible.

Any employee who elects to withdraw from the Township hospitalization plan shall receive in lieu thereof One (\$1.00) Dollar per hour for time worked up to a maximum of Forty (\$40.00) Dollars per week or One Hundred Sixty (\$160.00) Dollars per month, after expiration of any premium period paid by the Employer. Said payments shall be premium reimbursement, not wages and shall be payable on April 1, August 1 and December 1, and said payments shall be prorated for employees entering or leaving employment or switching plans.

Any employee may re-enter the Township insurance policy subject to the then in effect BC/BS rules and eligibility requirements.

Section 2. Life Insurance

The Township shall provide such firefighter with a Twenty Thousand Dollar (\$20,000) double indemnity life insurance policy.

Section 3. Sick Leave

The firefighters will receive the benefits of the Summit Township sick leave plan, including the amendments to the same made by the firefighters and agreed to by the Township. (see attachment #2)

Section 4. Retiree Hospitalization and Medical Insurance

The Employer agrees to pay the premiums for retired employees and their spouses under the following conditions:

(a) An employee must have twenty-five (25) years of service and have reached the age of fifty (50) years. When an employee retires, then he or she shall notify the Township in writing, sixty (60) days prior to receiving his or her retiree, hospitalization and medical insurance benefits.

(b) The employee's spouse shall pay 60% of premium cost for coverage and the Township shall pay 40% of the premium cost for the spouse's coverage;

(c) A surviving spouse option is included in the present medical coverage. Upon the death of the employee the spouse may continue, under his or her own name and Social Security Number, Blue Cross/Blue Shield, or equivalent, coverage up to a period of 12 months following the death of such employee, at the rate of Section 4., Subsection B. In addition, health benefits provided other retired Township employees shall be extended to the fire-fighters.

(d) A retired employee must inform the Township each January 1 and July 1, in writing where they are living, if they are employed and by whom, any medical coverage from that job, and any medical benefits they are receiving. Failure to comply within sixty (60) days shall result in the termination of medical insurance benefits.

(e) In the event the employee does not pay the dependent share, notice will be sent to the employee after thirty (30) days, and in the event no payment is received after a total of sixty (60) days, the insurance will be terminated.

ARTICLE XV

PROTECTIVE CLOTHING / UNIFORMS

Section 1. Method

The Township shall supply all firefighting clothing and protective clothing to the employee. The Township standards shall apply to such clothing and protective clothing.

The Township shall replace at no cost to the employee such protective clothing, service clothing, and uniforms that may be damaged beyond repair while worn on duty. Such determination shall be solely in the discretion of the Chief. Protective clothing, service clothing and uniforms are the property of the Township and shall be returned to the Township when replaced, or when the employee leaves the employment of the Township.

ARTICLE XVI

TRAINING ALLOWANCE

All firefighters shall be eligible for training allowance for any schools, seminars and conferences related directly to fire department activities, provided such training is not offered by the Fire Department as part of its regular training program. All such schools, seminars and conferences shall be submitted to the Township Board for approval of expenses.

All firefighters shall be eligible for training reimbursement directly to the firefighter provided all receipts for registration, food, lodging and proof of successful completion are presented as proof of eligibility for reimbursement.

ARTICLE XVII

OPTIONAL BENEFITS

The Township shall make available to each firefighter annually a bonus of \$1,400.00 and will prorate that amount for employees leaving the service of the Township or for new hires during the term of the contract.

This money is to be used to purchase additional benefits, if desired, from a list of approved options. The options to be included for this contract's term are Vision and Dental Services. Additional options may be considered if recommended by the Oversight Committee and approved by the Board of Trustees. This approval shall not be unreasonably withheld, for requests within the \$1,400.00 amount. Selections resulting in costs greater than \$1,400.00 will be at the employee's expense. Any money not used by selections from available options shall be paid to the employee by December 1 of each year and tax on that amount will be withheld on the employee's W-2 statement.

An Oversight Committee will consist of one-(1) member of Local 1639, one-(1) member of the Township Staff and one-(1) member of the Township Board. The of this committee are:

1. Review proposals and recommend participation in both Dental and Vision programs considering:
 - a. Program coverage
 - b. Participant's requirements
 - c. Financial security of provider
 - d. Cost of the options
2. Consider and recommend advantages or disadvantages of inclusion of all Township employees in the program
3. Study and recommend possible changes or additions to the options to be included in the Article.

ARTICLE XVIII

PENSION

The employer has adopted a pension plan being the Michigan Employees Retirement System (MERS) Pension Plan, with benefit program B-4, E-2 and early retirement option F50/25. This is the only pension plan that will be in effect and offered to employees.

ARTICLE XIX

ENTRANCE REQUIREMENTS

The minimum entrance requirements of a firefighter shall be:

1. Minimum age 18 years;
2. High school graduate or equivalent of (GED, etc.);
3. Michigan State certified FF-1 and FF-2
4. Minimum State certified MFR
5. Haz-Mat Operations
6. Current Michigan Drivers License
7. Pass Physical Examination
8. Hepatitis B Immunization

New firefighter shall not receive the fringe benefits of this contract until he/she is employed for thirty-(30) days. These benefits are Hospitalization, Pension, Sick Leave and Life Insurance.

New hires shall receive the following: one-(1) winter coat, one-(1) spring/fall windbreaker coat with liner, one-(1) pair of work shoes, three-(3) pair work pants, five-(5) each long sleeve and short sleeve uniform T-shirts and one-(1) each long sleeve and short sleeve light blue uniform shirts. The Township will replace any uniform clothing or shoes if damaged or worn out, as necessary.

ARTICLE XX

GRIEVANCE PROCEDURE

A grievance in any dispute, controversy or difference between the parties to this Agreement arising under the terms and conditions of this Agreement.

STEP 1 - Informal Conference - Chief:

The aggrieved employee or group of employees will present the grievance to the Chief or his designated representative in writing. The grievance must be presented within ten (10) calendar days of the time that the employee knew or should have known of the existence of the event which gave rise to the grievance. The grievance shall be prepared in detail, setting forth such pertinent information as dates, times, names of parties, etc. The Chief or his designated representative will answer in writing within ten (10) calendar days of presentation.

STEP 2 - Written - Fire Committee: If the grievance is not settled in Step 1, it shall be presented to the Fire Committee within ten (10) calendar days after the Chief or his designee has given his written answer. The appeal to the Fire Committee shall be by letter addressed to the Township Attorney. The grievance shall be prepared in detail, setting forth such pertinent information as dates, times, name of parties, etc.

The Fire Committee or its designee will arrange a meeting to reply to the grievance within ten (10) calendar days or as soon as possible thereafter upon receipt of the written grievance. A final reply must be in writing and given to the Union within ten (10) calendar days of the meeting.

STEP 3 - Arbitration: In the event the Union does not accept the Second Step answer, it may submit the grievance to arbitration through the American Arbitration Association in accordance with its current voluntary labor arbitration rules, provided such submission is made within ten (10) calendar days after receipt by the Union of the Fire Committee's answer in Step 2 of the grievance procedure. The Union shall send a copy of said submission to the Township Attorney.

Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and shall not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his or her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this state of the grievance procedure.

The decision of the arbitrator shall be final and binding upon the parties hereto. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to the arbitration step.

Time limits under Steps One, Two and Three of the grievance procedure do not include Saturdays, Sundays and holidays.

ARTICLE XXI

FUNERAL LEAVE

A twenty-four-(24) hour firefighter shall receive twenty-four (24) hours funeral leave time, and a nine (9) hour firefighter shall receive twenty-seven (27) hours funeral leave time, to be taken on or before the day of the funeral.

The funeral leave includes the immediate family defined as husband, wife, father, mother, children, step-children, grandparents, sisters, brothers, and foster parents of the firefighter or firefighter's spouse, also guardians; brothers-in-law, sisters-in-law, or other persons living in the firefighter's household.

ARTICLE XXII

SENIORITY

Section 1. Probation. All newly hired firefighters shall undergo a probationary period of one (1) year. Probationary firefighters may be terminated for any reason without recourse to the grievance procedure. When a firefighter has successfully passed his or her probationary period his or her seniority shall be taken from the date of hire.

Section 2. Termination of Seniority. A firefighter's seniority and employment shall be terminated:

- (a) If he or she quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work or funds he or she fails or refuses to notify the Board of his or her intention to return to work within five (5) regularly scheduled working days after a written notice is sent by certified mail of such recall to his or her last address on record with the Board or, having notified the Board of his or her intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he or she is absent for three (3) consecutive regularly scheduled working days without notifying his or her supervisor or the chief within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made at the discretion of the Board if extenuating circumstances or emergencies made said notification impossible.
- (d) When he or she has been laid off for lack of work or funds for a period of twelve (12) or more consecutive months or the length of his or her seniority, whichever is greater.

ARTICLE XXIII

UNION ACTIVITY PROTECTED AND NO STRIKE OR LOCKOUT

Except for the right to strike or to withhold services, which is hereinafter prohibited, all other union activities are protected. Nothing shall abridge the right of any duly authorized representative of the Union to present the views of the Union to the citizen on issues, which affect the welfare of its members.

During the life of this Agreement there shall be no strike, suspension or stoppage of work by firefighters, nor shall there be any lockout by the Township in any part of the Township's fire fighting operations.

ARTICLE XXIV

UNILATERAL AGREEMENT

It is specifically understood and agreed that unilateral changes may be made by the Township at any time, provided that benefits to the firefighters under this Agreement are not lessened.

ARTICLE XXV

SEPARABILITY

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligation of the Township, the Union and the firefighters in the bargaining unit. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree has been made and if no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however all other provisions of this Agreement shall insofar as possible continue in full force and effect.

ARTICLE XXVI

POWERS OF THE EMPLOYER

The Township on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, except as abridged or granted by this contract.

ARTICLE XXVII

QUARTERLY MEETINGS

The Union and the Township agree to meet quarterly to discuss operations of the Fire Department. A fire operations committee shall be formed with two (2) members each from the Union and Township plus the Chief of the department.

The committee shall have the following responsibilities:

- (a) Discuss manpower requirements, equipment repairs and needs, and working and living conditions of the fire stations and Fire Departments;
- (b) Provide analysis of local fire fighting data;
- (c) Examine communities that are doing well in fire prevention and fire control which provided examples of proper factors leading to success;
- (d) Develop better understanding of the relationship between Township fires and firefighter activities;
- (e) Recommend new systems of fire control and fire prevention within the capabilities of the Department.

ARTICLE XXVIII

MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No firefighter shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

ARTICLE XXIX

REPRIMANDS, DISCIPLINE, DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Union is suspended from work for disciplinary reasons or is discharged from his or her employment after the date hereof and he or she believes he or she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the Chief within ten (10) days, excluding week-ends and holidays as defined in this Agreement, after such discharge or after the start of such suspension.

This written grievance shall be construed as a request under the Second Step of the grievance procedure and as a referral to the Fire Committee.

(a) The Employer agrees to promptly notify in writing the employee's Executive Board member (or, in his or her absence, the president of the Union) of such suspension or discharge and to state in said written notice reasons for the suspension or discharge.

(b) The Employer shall record such alleged violation of an employee on a pink slip which shall be filed in the employee's personnel file records, and contain a description of the alleged offense. Any employee receiving four (4) written warnings or reprimands within a twelve (12) month period shall be liable for suspension or discharge for just cause. For purposes of suspension or discharge the allegation contained in each written warning shall expire after twelve (12) months from date of issue.

(c) A suspended or discharged employee, if he or she so desires, will be allowed to discuss his or her suspension or discharge with his or her Executive Board member or with the nearest member of the Union's grievance committee who is readily available before being required to leave the property of the Employer.

(d) It is understood and agreed that when an employee files a grievance with respect to his or her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his or her authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

(e) A letter of reprimand or warning shall not be required in those cases where the employee is suspended or discharged, if the cause for such suspension or discharge is recklessness that is likely (more probable than not) to result in a serious accident while on duty, insubordination or conviction of any criminal felony offense carrying with it a maximum prison sentence in excess of ten (10) years. Discharge must be by proper written notice to the employee and the Union, and the Employer shall cite specific charges against the employee before any discipline or discharge.

(f) The Union hereby acknowledges that the Employer has adopted certain work rules, and that said rules in effect at the date of the signing of this Contract are reasonable, and that a violation of said rules shall be grounds for disciplinary action.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension, less such compensation as he or she may have earned at other employment which he or she obtained after his or her dismissal or suspension, during such time as he or she would otherwise have been at work.

Section 3: Reprimands

The treatment of letters of reprimand or warning will be as follows:

Each employee shall be informed when such a letter is inserted in his or her file. The member shall sign each such insert (not to approve the inserted matter, but to acknowledge the insertion). At the end of a two (2) year period following the insertion of such a letter, the employee may request a review to be made and unless there is a substantial reason otherwise, the letter shall be void for any disciplinary or other purpose.

In the event a letter is void because of time, an employee at any subsequent examination for promotion, may respond that said member has not been reprimanded for any violation so voided.

A member shall be allowed to see his or her file during normal business hours, under the supervision of the Chief.

Personnel file information shall be given out only with the consent of the employee, or as required by State law, Court order, subpoena, or in the course of litigation.

For purposes of privacy, members shall be allowed to use the department address as a personal address solely for all reports, complaints, testimony and department related activities.

ARTICLE XXX

DURATION

This Agreement shall become effective as of April 1, 1998 and the terms and provisions hereof shall remain in full force and effect through March 31, 2001, in the event negotiations for the successor agreement extend beyond March 31, 2001, all terms and provisions of this agreement shall remain in full force and effect until such time as the successor agreement is reached, providing both parties hereto are notified in writing at least sixty (60) calendar days prior to the expiration of this Agreement.

Failure to comply in the time period sixty (60) calendar days, would void the existing agreement after said contract time limits as agreed to in paragraph one (1), by both parties, excluding all provisions in compliance with State law.

The below signatures reflect agreement with attachments #1 and #2

TOWNSHIP OF SUMMIT

TOWNSHIP OF SUMMIT
FIREFIGHTERS ASSOCIATION
LOCAL NO. 1639 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS AFL-CIO

BY: Michael Trudell
Michael Trudell, Supervisor

BY: Scott Thornton
Scott Thornton

BY: Betty Bishop
Betty Bishop, Clerk

BY: Douglas Evert
Douglas Evert

BY: Steve Hammond
Steve Hammond

DATE: April 6, 1998

DATE: April 6, 1998

Attachment #1 Seniority Pay Rate 04/01/98
 Article X. Wages

Hrs	Yearly	Bi-wkly	Wkly	Hrly	x1/2 Hrly	Shift	x1/2 Shift	Long Cycle
Start								
56	25851.82	994.30	497.15	8.88	13.32	213.06	319.60	124.29
45	25851.82	994.30	497.15	11.05	16.57	99.43	397.72	
40	25851.82	994.30	497.15	12.43	18.64	99.43	447.44	
1 Year								
56	27555.22	1059.82	529.91	9.46	14.19	227.10	340.66	132.48
45	27555.22	1059.82	529.91	11.78	17.66	105.98	423.93	
40	27555.22	1059.82	529.91	13.25	19.87	105.98	476.92	
2 year								
56	30721.54	1181.60	590.80	10.55	15.82	253.20	379.80	147.70
45	30721.54	1181.60	590.80	13.13	19.69	118.16	472.64	
40	30721.54	1181.60	590.80	14.77	22.16	118.16	531.72	
3 year								
56	31819.87	1223.84	611.92	10.93	16.39	262.25	393.38	152.98
45	31819.87	1223.84	611.92	13.60	20.40	122.38	489.54	
40	31819.87	1223.84	611.92	15.30	22.95	122.38	550.73	
4 year								
56	32291.15	1241.97	620.98	11.09	16.63	266.14	399.20	155.25
45	32291.15	1241.97	620.98	13.80	20.70	124.20	496.79	
40	32291.15	1241.97	620.98	15.52	23.29	124.20	558.89	
5 year								
56	34696.71	1334.49	667.24	11.92	17.87	285.96	428.94	166.81
45	34696.71	1334.49	667.24	14.83	22.24	133.45	533.80	
40	34696.71	1334.49	667.24	16.68	25.02	133.45	600.52	
Capt's								
56	37196.71	1430.64	715.32	12.77	19.16	306.57	459.85	178.83
45	37196.71	1430.64	715.32	15.90	23.84	143.06	572.26	
40	37196.71	1430.64	715.32	17.88	26.82	143.06	643.79	
Asst Chief								
56	38196.71	1469.10	734.55	13.12	19.68	314.81	472.21	183.64
45	38196.71	1469.10	734.55	18.36	27.55	146.91	661.10	
40	38196.71	1469.10	734.55	16.32	24.49	146.91	587.64	
35	38196.71	1469.10	734.55	18.36	27.55	146.91	661.10	

04/01/99

Hrs	Yearly	Bi-wkly	Weekly	Hourly	x1/2 Hourly	Shift	x1/2 Shift	Long Cycle
Start								
56	25851.82	994.30	497.15	8.88	13.32	213.06	319.60	124.29
45	25851.82	994.30	497.15	11.05	16.57	99.43	397.72	
40	25851.82	994.30	497.15	12.43	18.64	99.43	447.44	
1 Year								
56	28657.43	1102.21	551.10	9.84	14.76	236.19	354.28	137.78
45	28657.43	1102.21	551.10	12.25	18.37	110.22	440.88	
40	28657.43	1102.21	551.10	13.78	20.67	110.22	495.99	
2 year								
56	31950.4	1228.86	614.43	10.97	16.46	263.33	394.99	153.61
45	31950.4	1228.86	614.43	13.65	20.48	122.89	491.54	
40	31950.4	1228.86	614.43	15.36	23.04	122.89	552.99	
3 year								
56	33092.66	1272.79	636.40	11.36	17.05	272.74	409.11	159.10
45	33092.66	1272.79	636.40	14.14	21.21	127.28	509.12	
40	33092.66	1272.79	636.40	15.91	23.86	127.28	572.76	
4 year								
56	33582.80	1291.65	645.82	11.53	17.30	276.78	415.17	161.46
45	33582.80	1291.65	645.82	14.35	21.53	129.16	516.66	
40	33582.80	1291.65	645.82	16.15	24.22	129.16	581.24	
5 year								
56	36084.58	1387.87	693.93	12.39	18.59	297.40	446.10	173.48
45	36084.58	1387.87	693.93	15.42	23.13	138.79	555.15	
40	36084.58	1387.87	693.93	17.35	26.02	138.79	624.54	
Capt's								
56	38584.58	1484.02	742.01	13.25	19.88	318.00	477.01	185.50
45	38584.58	1484.02	742.01	16.49	24.73	148.40	593.61	
40	38584.58	1484.02	742.01	18.55	27.83	148.40	667.81	
Asst Chief								
56	39584.58	1522.48	761.24	13.59	20.39	326.25	489.37	190.31
40	39584.58	1522.48	761.24	19.03	28.55	152.25	685.12	
45	39584.58	1522.48	761.24	16.92	25.37	152.25	608.99	
40	39584.58	1522.48	761.24	19.03	28.55	152.25	685.12	

04/01/00

	Yrs	Yearly	Bi-wkly	Weekly	Hourly	x1/2 Hourly	Shift	x1/2 Shift	Long Cycle
				Start					
6	25851.82	994.30	497.15	8.88	13.32	213.06	319.60	124.29	
5	25851.82	994.30	497.15	11.05	16.57	99.43	397.72		
0	25851.82	994.30	497.15	12.43	18.64	99.43	447.44		

1 Year

6	29517.15	1135.28	567.64	10.14	15.20	243.27	364.91	141.91	
5	29517.15	1135.28	567.64	12.61	18.92	113.53	454.11		
0	29517.15	1135.28	567.64	14.19	21.29	113.53	510.87		

2 year

6	32908.91	1265.73	632.86	11.30	16.95	271.23	406.84	158.22	
5	32908.91	1265.73	632.86	14.06	21.10	126.57	506.29		
0	32908.91	1265.73	632.86	15.82	23.73	126.57	569.58		

3 year

6	34085.44	1310.98	655.49	11.71	17.56	280.92	421.39	163.87	
5	34085.44	1310.98	655.49	14.57	21.85	131.10	524.39		
0	34085.44	1310.98	655.49	16.39	24.58	131.10	589.94		

4 year

6	34590.28	1330.40	665.20	11.88	17.82	285.08	427.63	166.30	
5	34590.28	1330.40	665.20	14.78	22.17	133.04	532.16		
0	34590.28	1330.40	665.20	16.63	24.94	133.04	598.68		

5 year

6	37167.12	1429.50	714.75	12.76	19.15	306.32	459.48	178.69	
5	37167.12	1429.50	714.75	15.88	23.83	142.95	571.80		
0	37167.12	1429.50	714.75	17.87	26.80	142.95	643.28		

Capt's

6	39667.12	1525.66	762.83	13.62	20.43	326.93	490.39	190.71	
5	39667.12	1525.66	762.83	16.95	25.43	152.57	610.26		
0	39667.12	1525.66	762.83	19.07	28.61	152.57	686.55		

Asst Chief

6	40667.12	1564.12	782.06	13.97	20.95	335.17	502.75	195.52	
5	40667.12	1564.12	782.06	19.55	29.33	156.41	703.85		
5	40667.12	1564.12	782.06	17.38	26.07	156.41	625.65		
0	40667.12	1564.12	782.06	19.55	29.33	156.41	703.85		

Attachment #2

ARTICLE XIV - INSURANCE

Section 3 - Sick Leave

WHEREAS, the Employer has instituted a sick leave plan and policy covering salaried employees; and

WHEREAS, the Union has reviewed such sick leave plan and policy and has expressed an interest in incorporating, with certain changes as set forth herein, the said sick leave plan and policy into the said Agreement between the parties.

NOW, THEREFORE, pursuant to all of the terms and conditions contained herein, the parties hereby covenant and agree as follows:

1. The Union and the Employer agree that the Summit Township Sick Leave Plan and Schedule of Benefits attached hereto, except as modified by the terms of Paragraph 2, below, shall be incorporated by reference, with the modification as set forth below, into the said Agreement between the parties covering the terms and conditions of employment between the members of the Union and the Employer.

2. The Employer Sick Leave Plan (the "Plan") and Schedule of Sick Pay Benefits (the "Schedule"), copies of which are attached hereto and incorporated by reference into the Agreement between the parties, as above set forth, shall be, and the same hereby are, modified to read as follows:

A. Section 3 of ARTICLE II of the PLAN shall read in its entirety:

3. Employee shall mean any person who is regularly employed by the Employer as a member of the Summit Township Fire Department and represented by Local 1639 of the International Association of Firefighters, AFL - CIO.

B. Section 1 of ARTICLE VIII of the Plan shall read in its entirety:

1. The Employer has established this Plan with the bona-fide intention and expectation that it will make the contributions required hereunder indefinitely. However, the parties realize that circumstances not now foreseen may make it either impossible or inadvisable for the Employer to continue to make financial contributions to the Plan or to keep the Plan in effect, and the Employer reserves the full and absolute right to discontinue the contributions hereunder as to the Schedule of Benefits; however, notwithstanding any such termination and subsequent nonfunding of the Plan by Employer, each Employee shall continue to earn and accumulate sick leave days at the rate of one (1) sick leave day per month of employment up to a maximum of six (6) calendar months or for the 24 hour day employee, 60 actual work days and for the 9 hour day employee 120 actual work days.

C. ARTICLE II of the Schedule shall read in its entirety:

II. Eligibility

1. All salaried or hourly employees who are members of the Summit Township Fire Department will become eligible as participants for the benefits of this Schedule after three (3) months of service.

2. A participant shall be entitled to the benefits provided in this Schedule commencing with the date the eligibility requirements of this Schedule are satisfied.

3. Each full-time employee employed prior to January 1, 1982 shall not be subject to this eligibility requirement.

D. ARTICLE III of the Schedule shall read in its entirety:

III. Benefits

A. Initial Benefit Day Account

1. Each full-time employee employed prior to January 1, 1982, shall have an Initial Benefit Day Account consisting of accumulated sick leave days equal in number to the number of months after January 1, 1975 and prior to December 31, 1981 during which said employee was employed by Employer.
2. Each full-time employee employed after December 31, 1981 shall have an Initial Benefit Day Account equal to zero (-0-).

B. Adjustment to Initial Benefit Day Account

1. Each full-time employee shall earn and have added to his or her Initial Benefit Day Account sick leave days to a maximum of twelve (12) working days per year to be earned and credited at the rate of one (1) sick leave day per month of employment from and after December 31, 1981, and after satisfying the eligibility requirements of ARTICLE II above.
2. Each full-time employee shall use and have subtracted from his or her Initial Benefit Day Account the number of sick leave days (or portions thereof) used by such employee from and after January 1, 1981.

Sick leave days shall be used and subtracted in an inverse order of their being earned; i.e., an employee's most recently earned sick leave days shall be used and subtracted prior to his or her earlier-earned sick leave days. When subtracting non-24-hour sick leave days from earned 24-hour sick leave days or when subtracting 24-hour sick leave days from earned non-24-hour sick leave days, non-24-hour sick leave days shall be converted into their equivalent in 24-hour sick leave days. (E.g., 9-hour sick leave days would be subtracted from 24-hour earned sick leave days at the ratio of 2.66:1).

C. Current Accumulated Sick Leave Days

The Initial Benefit Day Account for each employee initially established pursuant to Sub-paragraph A.1 or A.2 above, and as adjusted pursuant to Sub-paragraph B.1 (additions) and B.2 (subtractions) above, to date of computation, shall constitute the said employee's then Current Accumulated Sick Leave Days.

D. Miscellaneous

1. Each full-time employee may accumulate earned unused sick leave days from year to year.
2. If an employee calls in sick on a duty day, but said employee recuperates from his or her illness, he or she may return to duty providing he or she gives one (1) hour prior notification.
3. A current employee who has reached his or her fifth (5) year wage scale will establish and maintain a minimum sick leave bank equal to his or her accumulated sick leave days as of the date of the Contract not to exceed six (6) months. Sick leave days accumulated subsequent to the minimum bank may be used as follows:
 - a. Exchange for compensation based upon a forty-(40) hour work week. (See E. Waiting Period below).
 - b. Added to the existing bank so long as such bank does not exceed six (6) months of accumulated sick leave days.
 - c. Exchange for compensation such accumulated sick leave days as the employee desires with a portion of the accumulated sick leave days being added to the bank so long as the bank does not exceed a maximum of six (6) months unused sick leave days or drop below the minimum bank.

Current employees who have not reached the five- (5) year pay step shall not be eligible for compensation for sick leave days exchange privileges.

d. An employee who has accumulated more than six (6) months of sick leave days on the date of this Contract may elect not to cash in sick leave days exceeding six (6) months, but shall maintain a minimum bank of six (6) months.

E. Waiting Period

No waiting period is required, after satisfying the eligibility requirements of ARTICLE II, above.

1. Annually, or on April 1, all employees who have accumulated more than six (6) months of accumulated sick leave time in the previous year shall be compensated for those days at the forty (40) hour work week rate. A forty-(40) hour work week is defined as, annual salary divided by two thousand eighty (2,080) hours equals the hourly rate.

The hourly rate is then multiplied by eight (8) hours and equals one workday.

2. Upon termination of employment, a full-time employee shall receive compensation for all of his or her then current accumulated sick leave days at his or her then current daily rate based upon a forty (40) hour work week. If employment is terminated by death, the employee's designated beneficiary shall receive said compensation for the employee's then current accumulated sick leave days at this then current daily rate, based upon a forty (40) hour work week.

3. An employee, with the consent of Employer, may defer the time at which such benefits shall be paid with such deferral not to exceed one (1) year from the date of termination of employment.

G Sick Leave and Job-Related Injury or Illness

1. An employee whose absence results from injuries and illness arising out of and in the course of employment shall not have sick leave days deducted from his or her accumulated sick leave days, and an employee shall be paid his or her regular pay, plus benefits, less workers' compensation benefits, during the period of such injury or illness for a maximum period of six-(6) months following the onset of such injury or illness. Once an employee returns to work following such an absence, any subsequent absence resulting from injury or illness arising out of and in the course of employment, even if a recurrence or aggravation of a prior such injury or illness, shall be treated as a new absence commencing a new six-(6) month maximum leave as provided above. Further, during any such six-(6) month maximum leave under this provision, the Employer shall continue to make the same pension contribution on behalf of the employee as would have been remitted to the pension system were the employee still working in his/her usual capacity. From and after twenty-six (26) weeks the employee may use accumulated sick leave days and vacation days to supplement his or her workers' compensation benefits.

2 In all other respects and as to all of the particulars, the said Sick Leave Plan and Schedule of Benefits shall be incorporated into the Agreement between the parties, as aforesaid. □