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12/31/2000

Waterford Township
Waterford, Michigan
48329

A G R E E M E N T B E T W E E N

THE CHARTER TOWNSHIP OF WATERFORD
5200 CIVIC CENTER DRIVE
WATERFORD, MICHIGAN 48329

AND THE

WATERFORD PROFESSIONAL
FIREFIGHTERS ASSOCIATION

LOCAL 1335 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

JANUARY 1, 1998 - DECEMBER 31, 2000

Waterford Township

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COLLECTIVE BARGAINING AGREEMENT

This agreement entered into between the CHARTER TOWNSHIP OF WATERFORD, MICHIGAN, a Michigan Charter Township, hereinafter called the "Township" and LOCAL NO. 1335 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter called the "Union".

WITNESSETH

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

ARTICLE I - PURPOSE AND DEFINITIONS

SECTION 1 - PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts 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 firefighting services; and to provide an orderly and equitable means of resolving future differences between the parties.

SECTION 2 - DEFINITIONS

"Township" shall mean the Charter Township of Waterford, Michigan.

"Union" shall mean Local No. 1335 of the International Association of Firefighters and its affiliates.

"Employees" shall mean the uniformed employees of the Fire Department except for the Chief and Assistant Chief.

"Kelly Day" shall mean the 24 consecutive hour time off duty in each six day period of engaging in firefighting or being subject to the hazards thereof as required by Act 125, Public Acts of 1925, as amended, to reduce the average work week to 53 hours.

Whenever the singular is used, it shall include the plural.

ARTICLE II - COVERAGE

This Agreement shall be applicable to the employees of the Fire Department of the Township except the Chief and the Assistant Chief.

ARTICLE III - RECOGNITION

The Township of Waterford recognizes Local 1335 Waterford Township Professional Firefighters, affiliated with the AFL-CIO through the International Association of Firefighters and affiliated with the Michigan State Firefighters Union, as the sole representatives of its members, covered by this agreement for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment. It shall be the joint concern of the Township and the Union that no discrimination will be exercised against any Fire Department employee because of individual bias, race, creed, organizational activity, or membership in any specific group. The provisions of this working agreement shall apply to Fire Department employees.

ARTICLE IV - DUES AND DEDUCTIONS

SECTION 1 - GENERAL

The Township shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, fees, and assessments. Such sums, accompanied by a list of employees from whom no deductions were made and the reasons therefore shall be forwarded to the Union Treasurer within thirty (30) days after such collections have been made.

SECTION 2 - AUTHORIZATION TO DEDUCT DUES

Deductions shall be made only when the Township has received an authorization for check off of union dues, fees, and assessments properly executed by the employee.

SECTION 3 - UNAUTHORIZED DEDUCTIONS/DUPLICATE PAYMENTS

In cases where a deduction is made that duplicates a payment that an employee has already made to the Union or when a deduction is not in conformity with the provisions of the Union constitution and by-laws, a refund to the employee will be made by the Local Union.

SECTION 4 - EMPLOYER LIABILITY

The employer shall not be liable to the Union for reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken, or not taken, by the Employer for the purpose of complying with Article IV of this Agreement.

ARTICLE V - UNION ACTIVITIES

SECTION 1 - GENERAL

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal. Each employee who is a member of the Union on the effective date hereof shall, as a condition of employment, maintain his membership in the Union during the term of this Agreement.

SECTION 2 - RELEASE TIME

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the Township, processing of grievances, and administration and enforcement of this Agreement. The Union President or Secretary shall have time off without loss of pay to attend Civil Service Meetings excluding meetings which do not affect the Fire Department. If either Union Officer is off duty and available, he shall make every effort to attend the meetings.

SECTION 3 - SEMINARS AND CONVENTIONS

A. Any one (1) member of the Union during each year elected to attend a state or international function of the Union, such as conventions or educational conferences, shall be allowed time off for a period not to exceed five (5) consecutive calendar days, without loss of time or pay for his regularly scheduled work day and/or work days to attend such conferences and/or conventions.

B. In the year of the biannual state convention of the Union, any two (2) members of the Union elected to attend said state convention shall be allowed time off for a period not to exceed three (3) consecutive calendar days without loss of time or pay for their regularly scheduled work day and/or work days to attend said convention.

C. Written notice shall be submitted to the Fire Chief fifteen (15) days in advance.

SECTION 4 - BULLETIN BOARDS

The Union shall be provided suitable bulletin space, including at least one (1) at each fire station, for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union. The Union may designate persons responsible therefore. The bulletin boards shall not be used by the Union or its members for disseminating propaganda and among other things, shall not be used for posting or distributing pamphlets or other matters dealing with political matters.

SECTION 5 - MEETINGS

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties for the employees or the efficient operation of the Fire Department.

SECTION 6 - EMPLOYEE REPRESENTATION

An employee shall be given the opportunity to have an authorized representative of the Union present at any time the employee feels that such representation is necessary. The Union shall furnish a list to the Chief and the Director of Fiscal & Human Resources, the names of all Union Officers and Union Representatives for grievance procedures and contract negotiations.

ARTICLE VI - OTHER AGREEMENTS AND ORGANIZATIONS

SECTION 1 - OTHER AGREEMENTS

The Township shall not enter into any agreements with its employees individually or collectively which in any way conflicts with the provisions hereof. The Township shall not enter into any agreements with any other organization which in any way conflicts with the provisions hereof.

SECTION 2 - OTHER ORGANIZATIONS

Employees may belong to other organizations, but such other organizations shall not represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

SECTION 3 - MUTUAL AID

The Township will not enter into any mutual aid agreement with any other governmental unit for fire protection without written notice to the Union that such mutual aid agreement is to be considered and an opportunity for a representative of the Union to be heard by the Township Board before such agreement is approved.

ARTICLE VII - WAGES

SECTION 1 - BASE WAGES

A. The salary schedule attached hereto as Exhibit "A" shall be in effect for the term of this Agreement. Exhibit "A" is attached hereto and made a part hereof.

B. Exhibit "A" will reflect a 3% wage increase on January 1, 1998, a 3% wage increase and \$250.00 on January 1, 1999, and a 3% wage increase and \$250.00 on January 1, 2000. A 0% increase in 1995 was agreed to in exchange for the increase in pension multiplier from 2.25% to 2.5%.

SECTION 2 - LONGEVITY PAY

A. In addition to the salary set forth in the salary schedule attached hereto as Exhibit "A", employees shall receive the following percentage of base pay as longevity pay:

| <u>Years of Employment</u> | <u>Percent of Salary Step</u> |
|----------------------------|-------------------------------|
| 15 - Years | 8% |
| 20 - Years | 10% |

B. The longevity pay shall be paid proportionately over the regular twenty-six (26) pay periods. Each employee to be eligible for longevity pay shall have in fact served at least six (6) years as of his anniversary date. To be eligible for higher levels, the employee must have served nine (9) years, twelve (12) years, fifteen (15) years, and twenty (20) years respectively.

C. The Township and the Union further agree that longevity pay will never be a subject of bargaining in future negotiations.

SECTION 3 - ANNIVERSARY DATE

The anniversary date, for purposes of the Article, shall be measured by reference to the original date of appointment to the Township.

SECTION 4 - OVERTIME

Overtime is authorized time worked in excess of 22.7 hours, (eight (8) hours for forty (40) hour per week employees) beginning with the starting time of the employee's shift, except in cases where a routine and previously assigned shift change occurs and time in excess of fifty-three (53) hours per week for fifty-three (53) hour per week employees, and forty (40) hours for forty (40) hour per week employees. Authorized vacation, sick leave, and holidays shall be considered as time worked. Employees shall work overtime when necessary and overtime on any job shall be allocated as evenly as possible among all employees qualified to do the work.

SECTION 5 - CALL BACK TIME

Employees called back outside of their regular hours shall be paid for the total time worked with a minimum of three (3) hours. Such pay shall be discontinued at the beginning of a regular work day. Where possible, call back time shall be evenly distributed among the employees of the department.

SECTION 6 - OVERTIME AND CALL BACK PAY

Overtime and call back pay shall be compensated at the rate of time and one-half of the employee's hourly rate of pay based on his annual salary.

SECTION 7 - POSTING OVERTIME SHEETS

Between the first and tenth of each month, the Township shall post at each fire station a departmental summary of all overtime hours worked during the preceding month by all employees. Each monthly summary of overtime hours shall be cumulative.

SECTION 8 - COMPENSATORY TIME

A. An employee may elect to accumulate compensatory time, in lieu of monetary payment for overtime worked and shall be entitled to one and one half (1 1/2) hours off with regular pay for each one (1) hour of overtime accumulated, provided however, that an employee may accumulate not more than ninety-six (96) hours of compensatory time, and provided further, that an employee must use or cash in as overtime any accumulated compensatory time within six (6) months of the date earned.

B. An employee who desires to utilize the compensatory time to which he is entitled, shall make request therefor to his immediate supervisor, and said request shall be honored subject to availability of request dates as determined by department manpower needs. Due regard shall be given to seniority.

C. In the event of death, retirement or termination, an employee's accumulated compensatory time shall be paid in cash to the employee or his beneficiary.

D. Employees shall earn compensatory time or overtime for required training that is not available or cannot be scheduled in house.

SECTION 9 - FOOD ALLOWANCE

Each twenty-four (24) hour employee will be paid \$800.00 food allowance annually.

ARTICLE VIII - HOURS OF EMPLOYMENT

SECTION 1 - WORK SCHEDULE

A. The standard work week of a twenty-four (24) hour employee shall be fifty-six (56) hours per week as permitted by Act No. 115 of the Public Acts of 1965 as amended. All scheduled work hours above the average fifty-three (53) hours per week will be paid as overtime.

B. The standard work week of those in the Fire Prevention Division and those in training shall be forty (40) hours per week. Forty (40) hour per week employees shall be scheduled and on duty for a full eight (8) hour work day, which at present shall be 8:00am to 4:00pm.

C. Those employees with less than two (2) years seniority, and other employees who request training and/or educational courses approved by the Chief may be assigned to a forty (40) hour work week until the completion of the courses.

SECTION 2 - TRADING OF DAYS

Subject to department manpower requirements and the following rules, employees shall be permitted to voluntarily trade work or leave days as follows:

1. Twenty-four (24) hours notice should be given by each member who desires to trade a full day's time and said trading must be approved by the Officer in Charge in advance. The "Officer in Charge", for the purpose of granting approval under this section, shall be the Chief, Assistant Chief, or Senior Officer on duty, or the Engineer on duty at Station One. When the Engineer on duty at Station One is the "Officer in Charge", such Engineer will be paid the wage rate of Lieutenant as shown in Exhibit "A" for such duty time.

2. Time due shall be paid back on demand of the member having time coming. Forty-eight (48) hours notice shall be given to the member owing time.

3. The member working in, whether for a twenty-four (24) hour period or short duration change, shall report for duty in uniform and in a condition so as to be able to perform the duties as prescribed by the Officer in Charge.

4. All changes shall be recorded in the day book at the respective station and Station One notified that the change is made by the Officer in Charge. The change shall be recorded on a ledger at Station One.

5. All changes shall be requested on a Trade Day Form supplied by the Township and then submitted to the Officer in Charge for approval.

6. If, in the judgment of the Chief or Assistant Chief, any change of time, whether full time or short duration, works as detriment to the Fire Department, they may refuse to grant permission for the change. Approval for trading of a single day or less shall not be unreasonably withheld by the Officer in Charge.

7. Five work days will be all that any member may owe at any one time. In unusual situations, an increase in the number of trade days owed may be allowed by agreement between the Chief and the Union President.

8. No buying of time shall be permitted.

SECTION 3 - OVERTIME RULES

The following rules have been set up to govern the working of overtime by members of the Fire Department. Any discrepancies should be brought to the attention of the Chief or the Assistant Chief by the Local Union President or by his/her duly authorized representative.

1. The employee with the least amount of overtime in their Kelly Group will be called first. If he refuses, he will be charged with a refusal and the next man with the least amount of time will be called, and so on to the third man.

2. No one will be called to work their Kelly Day on either end of his vacation unless the other employees in their Kelly Group have first been called. If he/she refuses, they will not be charged with a refusal.

3. No one will be called to work a Kelly Day falling between vacation days.

4. A man working a trade day, if called, will not be charged with refusing an overtime day.

5. Partial overtime days worked will be recorded separately by the number of hours worked. Each time a employee's overtime totals twenty-four (24) hours, he will be charged with one overtime day on the overtime list.

6. Fire Prevention Division Personnel will be allowed to work overtime in the Firefighting Division only after all available possibilities have been exhausted within the Firefighting Division.

7. The overtime schedule will run continuously.

SECTION 4 - COURT APPEARANCES

Employees subpoenaed to appear in court because of job related court cases during non-working hours will be paid time and one-half for such time spent in court. Any fees received by the employee will be turned over to the Township. Employees called back for court appearances shall be paid a minimum of three (3) hours provided:

(1) Documentation is presented to the Chief of the court appearance with a punched-out time from the court.

(2) The employee released by the court prior to three (3) hours shall complete the three (3) hours in a station assignment.

ARTICLE IX - HOLIDAYS

SECTION 1 - HOLIDAYS DEFINED

The following calendar days, or calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purposes of this Agreement:

- New Years Day
- Washington's Birthday
- Martin Luther King's Birthday (24-hour personnel only)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (40-hour personnel only)
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Years

SECTION 2 - HOLIDAY PAY

A. Each twenty-four (24) hour employee shall receive thirteen (13) days holiday pay based on his base salary divided by 121.5 with the dividend multiplied by six and one-half (6.5). The holiday pay shall be added to the base salary on the first day of each year. If an employee's base salary changes during the year, his holiday pay shall be figured again using the above procedure and his new base salary.

B. Forty (40) hour per week employees will have the above designated holidays off and will be paid his/her normal biweekly-weekly base salary for those holidays not worked. Any forty (40) hour employee in training at the time of the holiday, and such training requires their attendance on a designated holiday, shall make arrangements with the Fire Chief to take off work for an eight (8) hour period at some other mutually agreeable time.

ARTICLE X - VACATIONS

SECTION 1 - ELIGIBILITY AND AMOUNT

Seniority employees shall be eligible for annual vacations with pay on the following basis:

- | | |
|--------------------------|---------------------------------|
| A. FIREFIGHTING DIVISION | |
| 1 year of service | Six and one-half (6 1/2) |
| through 5 years | twenty-four (24) hour work days |
| | per year plus Kelly Days |

Over 5 years of service and through 10 years of service

Nine and one-half (9 1/2) twenty-four (24) hour work days per year plus Kelly Days

Over 10 years of service

Twelve and one-half (12 1/2) twenty-four (24) hour work days per year plus Kelly Days

B. FIRE PREVENTION DIVISION

1 year of service through 5 years

Thirteen (13) eight (8) hour work days per year

Over 5 years of service and through 10 years

Nineteen (19) eight (8) hour work days per year

Over 10 years of service and through 15 years

Twenty-five (25) eight (8) hour work days per year

Over 15 years of service

Twenty-nine (29) eight (8) hour work days per year

C. Employees shall be allowed unlimited splitting of vacation days provided at least one (1) hour at a time is taken. Two (2) employees will be allowed off on vacation per shift. Additional men off on vacation will be granted, with a standby man, at the Chief's or his designees' discretion. A maximum of one (1) year of earned vacation may be carried over provided that at least one-half (1/2) of each year's earned vacation is used each year, and that vacation time carried over will not be entitled to seniority preference.

SECTION 2 - DESIGNATION OF VACATION PERIOD

Annual vacation will be granted to employees at the convenience of the Township and must be approved in advance. Employees first choice of vacation time shall be approved by the shift Captain not later than March 1st each year. The second choice of vacation time shall be posted and approved not later than April 1st of each year. The first choice shall be based on seniority; first by seniority in rank, and second by seniority in the department. The second choice shall be based on the seniority procedure reversed. Each shift shall select independently of the other. Additional vacation shall be scheduled on a first come first serve basis but shall not, in any way, interfere with any employee's first or second choice.

SECTION 3 - TERMINATION OF EMPLOYMENT

In the event employment is terminated prior to the anniversary date, an employee shall be deemed to have earned vacation pay in the ratio that the number of weeks from the last anniversary date bears to 52, payable forthwith, at his then prevailing daily rate, based on the whole years of completed service.

SECTION 4 - ANNIVERSARY DATE

Refer to Article VII, Section 3

SECTION 5 - DEATH

In the event of the employee's death, any unused earned vacation will be paid to the beneficiary.

ARTICLE XI - SENIORITY

SECTION 1 - GENERAL

A. Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, or Section 3 of this Article.

B. Seniority shall be adjusted for all non-paid leaves and a single disciplinary action of five (5) days or more for twenty-four (24) hour employees, or ten (10) days or more for forty (40) hour employees.

SECTION 2 - SENIORITY LIST

The Fire Department shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted thereafter on the Main Fire Station bulletin board, for a period not less than 30 days and a copy of same mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be handled through civil service channels and not through the grievance procedure.

SECTION 3 - APPLICATION OF SENIORITY

A. Station assignment to be based on seniority for other than probationary employees except at the discretion of the Chief for good cause.

B. A change in shift shall be made for good cause only.

C. In cases of temporary changes of station assignments, the least senior employee, except those in probationary status, will be transferred before employees with greater seniority.

D. Senior employees of rank affected by an assignment shall have preference over a junior employee of the same rank, all circumstances being equal.

E. Once every two (2) years, all Driver Engineers (non-EMS) shall be given the opportunity to choose their station, within their kelly group and shift, based on their seniority. Such choices shall be subject to the Chief's final approval.

ARTICLE XII - SICK LEAVE

SECTION 1 - GENERAL

Each employee shall be entitled to sick leave, with pay, for any illness or non-work related injury, up to 60 consecutive calendar days for each illness or injury. Sick leave shall be defined to mean illness or incapacity to perform his/her duties. With approval of the Chief, sick leave shall be granted to an employee required to attend to an ill or incapacitated member of an employee's family living in the employee's household.

SECTION 2 - OTHER EMPLOYEE BENEFITS

An employee on sick leave shall be deemed to be on continued employment for purposes of computing all benefits. Sick days shall be construed as days worked.

SECTION 3 - VERIFICATION

After three (3) consecutive days of absence or upon indication of sick time abuse, the employer may request reasonable verification of illness. Upon five (5) consecutive days of absence, the employee may be required to be examined by a Township selected physician at the Township's expense.

SECTION 4 - PAY-OFF OF EMPLOYEES ACCUMULATED SICK TIME

Accrued sick time as December 31, 1994 shall be paid to the employee under the following schedule:

A. Each employee's pay-off shall be determined by multiplying one-half of the accrued sick time hours (a maximum of 1200 hours) by the employee's rate of pay as of the date of ratification of this agreement by both parties.

B. If the pay-off is \$1,500 or less, payment will be made in one lump sum on or about March 15, 1995.

C. If the pay-off is between \$1,500 and \$7,499 payment shall be made in annual installments of \$1,500 per year commencing on or about March 15, 1995 and the first pay period in January each year thereafter, provided that the final installment shall be only for the balance then due.

D. If the pay-off is \$7,500 or more, payment will be made in five (5) equal annual installments commencing on or about March 15, 1995 and the first pay period in January each year thereafter.

E. At the employee's option, payments in accordance with the foregoing schedule may be delayed until date of retirement provided written notice of such election is made to the Township payroll office in writing within fifteen (15) days after ratification of this agreement by both parties.

F. In case of death of the employee, the entire remaining balance of the payoff, if any, shall be immediately paid in full to the beneficiary.

SECTION 5 - ADDITIONAL VACATION TIME

An employee who does not use sick leave in a calendar quarter will be credited with one-fourth (1/4) day (6 hours) additional vacation time for a maximum of one (1) day per year. The first calendar quarter will be January, February, March; the second April, May, June; the third July, August, September, and the fourth October, November, and December.

SECTION 6 - PERSONAL LEAVE

A. Twenty-four (24) hour employees may use up to twenty-four (24) hours personal leave time per year. Forty (40) hour employees may use up to sixteen (16) hours personal leave time per year. Personal days will not accumulate from year to year and must be requested in advance except in an emergency which must be specified.

B. The personal leave request will not be denied provided no other employee is on personal leave at the same time. The personal leave time can be split no more than one time, with a minimum increment of four (4) hours.

ARTICLE XIII - LONG TERM DISABILITY

SECTION 1 - ELIGIBILITY AND BENEFITS

A. All full time seniority employees employed in the positions or classifications as defined, established and set forth in Schedule "A" of this agreement are eligible to receive benefits under this section, except as otherwise limited herein.

B. In the event that an employee, eligible to receive long term disability benefits becomes injured, sick or disabled, so as to prevent him/her from engaging in his/her occupation, and requires the regular care and attendance of a legally qualified physician or surgeon, the employer shall pay benefits in an amount equal to three-fourths (3/4) of the employee's regular wage, less deductions as required by law, commencing on the sixty-first day after said employee's illness, injury or disability.

C. Benefit payments will be paid on regular employee payroll dates, and shall continue for a maximum of twelve (12) months from the last day the employee has worked, or until the employee returns to work, whichever is earlier.

D. No employee shall be eligible for the payment of benefits hereunder until a proper claim therefor has been presented to the Township, and the Township reserves the right and opportunity to have a physician of its choice examine the employee whose injury or sickness is the basis of a claim for benefits, when and as often as it may reasonably require during the pending of any claim hereunder.

SECTION 2 - LIMITATION AND EXCLUSIONS

A. No benefits shall be paid for any sickness or injury for which the employee is entitled to benefits under any worker compensation or occupational disease law.

B. Benefit payment will be reduced by an amount received by the employee from any other employer paid sick and accident insurance policy, disability retirement program, regular retirement program, or social security payments.

C. No sick and accident benefits shall be provided while an employee is laid off, discharged, retired or receiving a pension from the Township.

D. No sick and accident benefits shall be provided for any loss caused by war or any act of war, whether declared or undeclared, or while in the service of the National Guard, or any military or naval services of any country.

SECTION 3 - OTHER BENEFITS

An employee shall continue to gain seniority while receiving benefits and also receive family medical, dental, optical and life insurance for a period of twelve (12) months from the original day of illness, injury or disability.

ARTICLE XIV - OTHER LEAVE

SECTION 1 - LEAVE POLICIES

Leave policies are based on the assumption that the privilege of all types of leave will be extended to an employee only if he has properly carried out work assigned and has been on the job a reasonable amount of time during the year.

SECTION 2 - MILITARY LEAVE

Leave with full pay may be granted for training in one of the recognized military reserve organizations for a period not to exceed fifteen (15) consecutive calendar days per year.

SECTION 3 - CIVIL LEAVE

Leave with full pay shall be granted for jury duty and similar official assignments; all fees received for the aforesaid leave period shall be paid to the Township forthwith upon receipt by an employee.

SECTION 4 - FUNERAL LEAVE

Two (2) days leave may be granted an employee because of death in his immediate family. Generally any person domiciled with an employee shall be considered as a member of his immediate family. In addition, a mother, father, brother, sister, son, daughter, grandparent, aunt, uncle, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or comparable relative shall be considered a member of the employee's immediate family.

SECTION 5 - PENSION BOARD MEETING ATTENDANCE

The Township will allow a member of the Union who is a member of the Waterford Township Police and Fire Pension Board to attend the annual MAPERS meetings and receive regular pay for those days of the meeting which would be regular work days.

ARTICLE XV - EXAMINATIONS

SECTION 1 - GENERAL

The Township may, in it's sole discretion and at it's expense, require each employee or all employees to take an annual physical examination, including but not limited to a chest x-ray and electrocardiogram.

SECTION 2 - MEDICAL AND PSYCHOLOGICAL EXAMS

The Township may, upon reasonable basis, require that employees submit to a psychological and medical test and examinations by a Township-appointed doctor provided, however, that the Township will pay the costs of such tests and examinations. The test and/or examination must be requested by a command officer. A "Command Officer shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer. "Reasonable Basis" is defined to mean objective, articulable, and specific facts which would support a reasonable individualized suspicion that the employee to be tested may be in need of counseling or may be impaired in his or her ability to safely and effectively perform his or her duty. Where "Reasonable Basis" is based on personal observation by a command officer, the objective facts must be articulable, and may include the person's appearance and behavior.

SECTION 3 - PROVISIONS

The Township, if possible, may but shall not be required to provide other employment for employees found unfit for fire service as a result of his physical examination. The other employment shall be, if reasonably possible, in the Fire Department in order to enable the employee to qualify for retirement under Article XXI of this Agreement.

ARTICLE XVI - INSURANCE

SECTION 1 - LIFE AND ACCIDENT

A. The Township shall provide \$10,000.00 accidental job incurred life insurance to all seniority employees.

B. The Township shall provide \$50,000.00 term life insurance including double indemnity and family plan as offered by the Michigan State Firemen's Association to all seniority employees.

SECTION 2 - MEDICAL AND HOSPITAL

Effective September 1, 1998 the Health coverage shall be as follows; (For previous coverage's refer to 1995/1997 contract)

A. Eligible employees may choose, during the Township's open enrollment period occurring after July 1, 1998, and thereafter during subsequent open enrollment periods, one of the following health insurance's:

Option 1. Blue Care Network HMO, Group #89044 (attached hereto as Appendix A) \$5.00 Rx.

Option 2. Blue Cross/Blue Shield Preferred Provider Plan, PPO/MMC4 Group #08751 Suffix #661 (attached hereto as Appendix B), \$5.00 Rx.

Option 3. Blue Cross/Blue Shield Traditional MMC4 Group #08751 (attached hereto as Appendix C), \$2.00 Rx.

B. The standard hospitalization insurance programs set forth in Option 1 and Option 2 above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier.

C. An employee who elects Option "3" above shall pay the difference between the premium rate of Option "2" and Option "3". The employee shall sign the appropriate authorization and shall make such payment through payroll deductions. The coverage under Option "3" shall be for the eligible employee and his/her spouse and dependent children as defined by the carrier.

D. Michigan Blue Cross and Blue Shield Preferred Provider Plan hospitalization and medical insurance coverage and benefits shall be provided by the Township for all bargaining unit employees and probationary employees. Coverage shall be effective thirty (30) days following date of hire that is closest to the 1st of the month at not less than the existing levels and benefits of MVF-1 and Master Medical coverage. The employer agrees to provide the prescription rider to the Blue Cross/Blue Shield Plan with no prescription costing the employee more than \$5.00.

E. Employees who have health insurance provided to them through a spouse or by other means may elect to waive coverage and receive an annual payment of \$1,500.00. Should the employee lose his/her alternative coverage, they may rejoin the Township plan at any time provided they reimburse the Township for the pro rated share of the \$1,500.00 payment. Effective August 1st, 1998 the \$1,500.00 payment shall be increased to \$2,800.00 (paid \$80.00 biweekly).

The employee may elect, at the annual open enrollment period, to receive the hospitalization coverage options or the payment in lieu of coverage.

F. Between the dates of May 1, 1999 and June 1, 1999 both parties agree to pursue the option to switch the base Health Care Plan to offer Blue Cross Community Blue Options and adjust the pay accordingly. This switch will only be made if both parties are agreeable to the new Option. If no agreement can be reached, then the coverage as listed in Option "2" as stated in the agreement as Blue Cross/Blue Shield Preferred Plan PPO/MMC4 Group #08751 Suffix #661 shall remain as the base Plan, paid in full by the Township.

Neither party shall invoke the 312 arbitration process if the parties are unable to reach agreement on a change from the current Blue Cross PPO Coverage to Blue Cross Community Blue.

SECTION 3 - RETIREE COVERAGE

A. The conventional Blue Cross/Blue Shield coverage with \$2.00 co-pay will be provided those employees who retire under the employee's retirement plan. The coverage so provided will continue until such retired employee becomes eligible for Blue Cross/Blue Shield M-65 coverage or age sixty-five (65), whichever first occurs. M-65 coverage will be furnished to all retired employees who have reached age sixty-five (65) and are covered by Medicare. All such coverage will not be provided by the Township if available from another source.

B. Employees shall be eligible for the foregoing insurance, based upon length of service (including purchased Military Time), on the following basis;

Minimum of twenty-five (25) years of service - the Township shall pay 100% of the premium.

Minimum of twenty (20) years of service - the Township shall pay seventy-five (75%) of the premium.

Minimum of fifteen (15) years of service - the Township shall pay fifty (50%) of the premium.

The service requirement shall not apply to disability retirements, or retirements at, or above the age of sixty (60), except deferred retirement of voluntary separation.

SECTION 4 - WORKER'S COMPENSATION

A. An employee who suffers injury or illness during the course of employment shall be entitled to Worker's Compensation benefits in accordance with the laws of the State of Michigan. In the event of a dispute over whether or not the injury or illness is compensable under the law, the initial determination shall be the Township's subject to the employee's right to file a petition for benefits. During the pendency of such petition, the employee shall receive sick leave payment or other paid leave for which the employee is eligible, until such time as the dispute is resolved.

B. For a maximum period of one (1) year from date of injury, illness, the Township shall supplement the worker's compensation payments so that the employee will receive 100% of the employee's normal net take home pay, (including mandatory overtime for 24-hour employees). The supplementary payment shall be determined by calculation of the non-taxable status of worker's compensation payments and the employee's normal Federal and State tax withholding, and FICA payments, and shall not include any other deductions.

C. If an employee has been receiving sick pay or other paid leave benefits prior to the determination of worker's compensation eligibility, upon determination of and payment of retroactive compensation benefits, the employee shall reimburse the Township for the difference between the pay received and the pay the employee should have received under the provisions of paragraph B, above.

D. If the disability continues beyond one (1) year and the employee is not on disability retirement, such injured or ill employee may use accumulated vacation and sick leave pay to continue the supplement the employee would have received under the provisions of paragraph B, above.

E. During such period of job-related disability and while receiving full pay as set forth in this section, the employee shall continue to receive all other benefits the employee otherwise would be entitled to had the employee been working.

SECTION 5 - LIABILITY AND PROPERTY DAMAGE

The Township of Waterford does further agree to provide liability and property damage insurance covering all claims or suits, costs, losses, and expenses arising out of the actions or conduct of Fire Department personnel covered by this Agreement in the performance of their duties, except acts or omissions constituting gross negligence or willful and wanton misconduct, in such amounts and from insurance carriers as the Township Board from time to time determine. The choice of carriers and amounts of coverage are exclusively reserved to the Township and shall not be subject to the grievance procedure.

SECTION 6 - ALTERNATIVE HEALTH INSURANCE

The Township and Association agree that alternative health insurance plans to Blue Cross/Blue Shield may be obtained in order to obtain less costly insurance as long as the benefits are equivalent. In the event of a dispute over whether such less costly insurance provides equivalent benefits, the parties shall agree on a neutral third party to make such determination, and is binding on the parties.

SECTION 7 - DENTAL PLAN

A. The Township shall provide each employee, effective six (6) months following their date of hire, including their eligible spouse and children, with dental insurance providing basic services, preventive services, restorative services, oral surgery services, endodontic services, periodontic services and prosthodontics services with a 75/25 co-payment and a \$1,000.00 maximum per year per person; and orthodontic services with a 75/25 co-payment and a \$1,000.00 maximum lifetime per person coverage effective the first of the month following Township Board approval.

Effective January 1, 2000, Section 7 - Dental Plan shall be eliminated from the contract and replaced with the following new Section 7.

A. Effective six (6) months following their date of hire, the Township shall provide each employee, eligible spouse and children, with dental insurance providing basic services, preventative services, restorative services, oral surgery services, endodontic services, periodontic services and prosthodontics services with a 75/25 co-payment and a \$1,000.00 maximum per year per person; and orthodontic services (to age 19) as provided under the Township's contract with Delta Dental with a 75/25 co-payment and a \$1,000.00 maximum life time per person coverage.

SECTION 8 - OPTICAL PLAN

The Township shall provide each employee, including spouse and children, with an optical plan which provides for a maximum reimbursement payment not to exceed \$100.00 every twenty-four (24) months for employee and each eligible dependent. The employee must obtain authorization forms from Payroll prior to obtaining optical services and then complete an application for reimbursement, submitting appropriate receipts.

SECTION 9 - HEALTH INSURANCE/DISABILITY RETIREE

The Township shall provide personnel, who have taken a job related disability retirement, and dependents, with Blue Cross/Blue Shield coverage presently provided bargaining unit members, until the job related disability retiree reaches age 55, at which time a normal retirement shall be taken, provided if the retiree obtains other employment which provides the insurance coverage or becomes eligible for other coverage, such Blue Cross/Blue Shield coverage provided by the Township shall cease. In the event this other coverage is discontinued, the Township shall re-instate its retiree coverage.

SECTION 10 - HEALTH INSURANCE/SURVIVING DEPENDENTS

A. Surviving dependents of future deceased employees and surviving dependents of future retirees shall be provided with comparable medical insurance, with the exception of the dental and optical, at levels and same conditions provided active members of the Association.

B. If the surviving dependent(s) has medical insurance available from another source, no such insurance will be provided by the Township. This benefit shall cease when the surviving spouse becomes eligible for Medicare or Medicaid, remarries, or becomes eligible to obtain coverage from another source.

C. The spouse must provide the Township with an affidavit annually, attesting to his/her ineligibility of other medical coverage for the spouse and dependents.

SECTION 11 - LIABILITY AND PROPERTY DAMAGE INSURANCE

A. The Township of Waterford does further agree to provide false arrest, liability and property damage insurance covering all claims or suits, costs, losses and expenses arising out of the actions and conduct of Fire Fighters, during the course of or in the performance of their duties as Fire Fighters, in such amounts and from such insurance carriers or sources of equal coverage as the Township Board may from time to time determine. The choices of carriers and amounts of coverage are exclusively reserved to the Township and shall not be subject to the grievance procedure.

ARTICLE XVII - UNIFORM ALLOWANCE

SECTION 1 - FIREFIGHTING EQUIPMENT

The Township shall provide all firefighting equipment required for employees.

SECTION 2 - WORK UNIFORMS

The Township shall provide each employee with work uniforms. These uniforms shall be replaced as needed at Township expense.

ARTICLE XVIII - TUITION REIMBURSEMENT

The Township shall reimburse a seniority employee for costs of tuition and books under the following terms and conditions:

1. All courses must be approved in advance by the Chief.
2. An employee must be enrolled in an educational program leading to an appropriate degree or to improve professional competence in the fire service.
3. An employee must satisfactorily complete the course with a "C" average or better (or the equivalent of a "C" average if a numerical grading system is used).
4. Reimbursement will be made upon submission of evidence of satisfactory completion of each course to the Township.
5. Attendance at classes shall not at any time interfere with the normal work shift of an employee.
6. All future jobs, schools, or special positions (i.e. arson investigation, paramedic training) will be posted and all local members interested, be allowed to apply for the position. Those members with the most seniority being considered first.
7. Tuition and book reimbursement is limited to a Bachelor's Degree level of work.
8. Probationary employees are eligible for reimbursement only when required by the Township to take such studies.
9. The employee shall repay the Township for any tuition reimbursement received from the Township if the employee's employment with the Township is voluntarily terminated or is terminated as a result of employee discipline. Reimbursement shall be in accordance with the following schedule:

| <u>TERMINATION</u> <u>PRIOR TO END OF YEAR</u> | <u>REIMBURSEMENT</u> |
|---|----------------------|
| 1 | 100% |
| 2 | 75% |
| 3 | 50% |
| 4 | 25% |

ARTICLE XIX - MAINTENANCE OF CONDITIONS

SECTION 1 - GENERAL

Customary and usual wages, hours, and conditions of employment in effect, subject to Article XXIV, Section 1, at the execution of this Agreement shall, except as revised herein, be maintained during the term of this Agreement.

SECTION 2 - UNILATERAL CHANGES PROHIBITED

Neither the Township nor the Union will make any unilateral changes in wages, hours, or conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

SECTION 3 - SUPERSESION AUTHORITY

This Agreement shall supersede any rules and regulations inconsistent herewith, except Public Act 78 of 1935 or any other laws of the State of Michigan. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, appropriate Township amendatory, or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

ARTICLE XX - WORKING RULES

SECTION 1 - GENERAL

The governing body of the Fire Department shall adopt rules for the operation of the department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement and are not contrary to existing law, or the best interest of the people of Waterford.

SECTION 2 - DISCIPLINE AND DISCHARGE

Disciplinary matters shall be subject to grievance and arbitration procedures contained in this Agreement, and as provided in State Civil Service, Public Act 78 of 1935.

SECTION 3 - HOUSE DUTIES

An employee shall not be required to perform duties of a heavy maintenance nature or duties which would normally require the service of a carpenter, plumber, electrician, or painter. An employee shall not be required to wash walls more than once per calendar year. An employee shall not be required to shovel snow from driveways.

SECTION 4 - DISCIPLINARY ACTION FOR HOUSE RULES

Disciplinary action for violation of house duties shall be as follows:

- ... First Offense - Verbal Warning
- ... Second Offense - Written Warning to the employee with a copy to the Union.
- ... Third Offense - Disciplinary action in accordance with grievance procedure contained in this Agreement and as is provided in State Civil Service Act being Public Act 78 of 1935 as amended.

ARTICLE XXI - ABSENTEEISM

In justice and in fairness to the Township and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

ARTICLE XXII - RETIREMENT

SECTION 1 - GENERAL

A pension plan for all firefighters in the unit will be provided under the terms of Act 345 of Public Acts of 1937 as amended by the parties.

SECTION 2 - ANNUITY WITHDRAWAL

Effective January 1, 1987 firefighters in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

A. Definitions: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions, (with interest), at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.

B. Application: A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.

C. Waiver of Notice: The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension board, however; under no circumstances can it be increased.

D. Computation of annuity: The parties agree that the Merrill-Lynch Bond Index will be used for the purpose of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. This option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

E. Upon retirement, an employee electing annuity withdrawal, may delay actual withdrawal for a period of one (1) year after retirement; provided, however, the election to withdraw shall be made at the time of retirement as required above and no interest shall accrue on amounts not withdrawn at the time of retirement, and the benefit level shall be determined and paid as though the annuity portion had been withdrawn at the time of retirement. The Township shall have no liability in respect to any taxes imposed on employee for such withdrawal.

SECTION 3 - THREE (3) OF TEN (10)

For purposes of computing retirement benefits, Final Average Compensation shall be determined based on either of the following two options at the employee's election:

1. The last three (3) consecutive years of employment from the date of retirement, or
2. Any three (3) of the last ten (10) calendar years of employment prior to retirement.

For purposes of calculation of annual compensation, any retroactive payments shall be considered part of the compensation in the year earned, and not necessarily in the year paid.

SECTION 4 - 2.5 MULTIPLIER

Effective January 1, 1998, for all employees in the bargaining unit, the pension multiplier used to compute the annual pension shall be 2.5% for all years of service up to a maximum of seventy-five (75%) percent times Final Average Compensation (FAC). This increased benefit shall be fully paid by the Employer with no increase in the employee's contribution. The pension benefit shall not be re-computed when the employee receives Social Security payments, and the multiplier shall remain 2.50 percent of FAC.

SECTION 5 - SURVIVOR BENEFITS

Survivor benefits eligibility shall be reduced from twenty (20) years to fifteen (15) years.

SECTION 6 - MILITARY SERVICE CREDIT

A. Effective July 1, 1995, when computing a member's service credit, the member shall be given service credit for not more than five (5) years active military service to the United States Government. Payment to the retirement system shall be fifty percent (50%) of the actuarial determined township contribution rate for the year in which the purchase is elected. Service shall not be creditable if it is or would be creditable under any other Federal, State or locally publicly supported retirement system. This restriction shall not apply to those persons who have or will have required retirement eligibility under the Federal Government for service in the Reserves, such as a member with two (2) years of military service for the American armed forces may purchase up to two (2) years of credit. Assuming the member purchases the two (2) years military credit, the member will only have to work twenty-three (23) years to satisfy the twenty-five (25) year service requirement for normal or voluntary retirement. Any military service time purchased shall not be subject to annuity withdrawal.

B. The current policy on the purchasing of military time remains effective until July 1, 1995.

SECTION 7 - TWENTY-FIVE (25) AND OUT

Effective January 1, 1992, a member who has twenty-five (25) or more years of service, may leave the service and receive the full retirement benefits payable throughout their life as provided from their straight life (regular) pension amount.

ARTICLE XXIII - STRIKE PROHIBITION

This Union agrees there shall be no strikes, slow downs, stoppage of work, or any interference with the efficient management of the Fire Department. It is agreed by the parties hereto that nothing contained in this section or any part of this Agreement shall be construed or used in any manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action unless and until the parties to the complaint or contention shall have been allowed a reasonable opportunity to correct the same and shall have refused to do so.

ARTICLE XXIV - GRIEVANCE PROCEDURES AND ARBITRATION

SECTION 1 - DEFINITIONS AND STEPS

A. Definition of Grievance

A grievance is a disagreement or dispute which may arise between members of the Union and the Township, and/or Department Administration concerning the meaning, application, or interpretation concerning the provisions of this Agreement.

B. Grievance Steps

It is mutually agreed that all grievances that may arise shall be settled in accordance with the procedure herein provided:

Step I

By conference, requested in writing by the aggrieved employee, between the Employee, the Steward, and the Fire Chief within twenty (20) days of the knowledge of the grievance. In disciplinary cases, management shall notify the Union within twenty (20) days of disciplinary action or notify of possible disciplinary action.

Step II

If unresolved through the above conference, the Union will reduce the grievance to writing, setting forth the nature of the grievance, and/or specifying the provisions of this Agreement allegedly violated and submit it to the Fire Chief within seven (7) calendar days of the above conference. The Fire Chief shall give written answer to the grievance within seven (7) calendar days after its receipt.

Step III

If the Union is dissatisfied with the written answer in Step II, they shall, within five (5) calendar days, request in writing a meeting with the Township Supervisor. A copy of the written grievance shall accompany the Union's request of a meeting. The Township Supervisor or his designees shall establish a meeting within ten (10) calendar days of receipt of the written request for a meeting. The Township Supervisor and/or his designee shall meet with the Grievance Committee in an attempt to resolve the grievance. The Township Supervisor and/or his designee shall give a written answer within five (5) calendar days after such meeting.

Step IV

In the event Step III answer fails to settle the grievance, the Union shall, within ten (10) calendar days of the Township's written answer, notify the Township in writing of its intent to go to arbitration. Within twenty (20) calendar days of the Union's intent to arbitrate, the Union shall make a Demand for Arbitration with the Michigan Employment Relations Commission, Labor Arbitration Service.

C. * Arbitration

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 power to add to, subtract from, or modify any position of this Agreement or supplemental agreements between the parties. Payment of the expenses, costs, and fees of the Arbitrator shall be borne equally by the Township and the Union.

D. Election of Remedies

Where an employee is disciplined and elects to contest the measures, he shall elect to submit his protest to the Act 78 procedure or the grievance procedure. He shall not have the benefit of both; Use of one shall bar the use of the other.

E. Policy Grievance

Any grievance involving two or more employees or the Union may be filed directly as Step II as a "Policy Grievance". Such policy grievance must be filed within thirty (30) days of knowledge of the grievance.

F. Time Limits

In the event that the Township refuses or fails to answer a grievance within the time limits set forth in this Article, the grievance shall advance automatically to the next higher step of the grievance procedure. Time limits may be extended by mutual agreement between the parties.

SECTION 2 - INVESTIGATING GRIEVANCES

When it becomes necessary for the Grievance Committee to investigate grievances referred to them by a Steward, a member of the grievance committee shall be given reasonable time off the job, with pay, to investigate the alleged grievance fully. Each grievance committee member shall inform his supervisor sufficiently in advance as to allow a relief employee to fill his job.

SECTION 3 - TIME OFF FOR GRIEVANCE COMMITTEE

The members of the Grievance Committee shall be relieved from their duties with the Township upon reasonable notice to their immediate department head to enable them to negotiate or appear before the department head, Township Board, or Fire Civil Service Commission on all grievances that have been referred for settlement or hearing thereon. The Township shall pay all members of the Grievance Committee or Negotiation Committee when they are conducting negotiations or appearing before any person or body in the hearing of a grievance at their regular rate of pay for all time consumed during their regular working day.

SECTION 4 - TIME OFF FOR WITNESSES

When the Grievance Committee, the Township Supervisor, or Township Board deem it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties upon due advance notice to their department head and shall be compensated at their regular rate of pay for all time consumed during their regular working day.

ARTICLE XXV - GENERAL

SECTION 1 - SEPARABILITY

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Township, the Union, and the employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to the contrary to law by a court of competent jurisdiction from whose final judgment or decree and 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.

SECTION 2 - DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be distributed by the Township to all Employees.

ARTICLE XXVI - PROMOTION

SECTION 1 - TWENTY-FOUR (24) HOUR PERSONNEL

Promotions within the bargaining unit shall be on the basis of seniority (time in rank) and qualifications, provided however that the Employer may select from the top two (2) eligible employees for promotion consideration. In order to be eligible for promotion to Lieutenant or Captain, an employee must have completed the appropriate Michigan Firefighters Training Council course. Such courses shall be taken on the employee's own time and at the employee's expense.

| <u>PROMOTION TO</u> | <u>COURSE</u> |
|---------------------|----------------|
| Lieutenant | Fire Officer 1 |
| Captain | Fire Officer 2 |

SECTION 2 - FIRE INSPECTOR AND FIRE MARSHAL

A. In order to be eligible for promotion to Fire Inspector, both seniority, regardless of rank, and Fire Officer I are required. Employees promoted to Fire Inspector must become State Certified Fire Inspectors.

B. In order to be eligible for promotion to Fire Marshal, seniority in rank of Fire Inspector-Lieutenant and successful completion of the State Certified Fire Inspector school are required. Only in the event of the discontinuation of the State Certified Fire Inspector school will Fire Officer I and II combined be accepted as a requirement. If only one person is qualified, the next senior person, regardless of rank, will be eligible.

SECTION 3 - NEW PROMOTIONAL SYSTEM

Effective January 1, 1997 promotions shall be based on an agreed upon procedure to be established jointly by the Union and the Township. If no new procedure can be agreed upon prior to January 1, 1997, promotions after that date shall be determined by the Township's Police and Fire Civil Service Commission procedures.

ARTICLE XXVII - DURATION

SECTION 1 - GENERAL

This Agreement shall be effective the first day of January, 1998 and shall remain in force to and include the thirty-first day of December, 2000.

SECTION 2 - FUTURE NEGOTIATIONS

The parties agree that commencing not later than August 31, 2000, they will undertake negotiations for a new agreement for succeeding years.

SECTION 3 - EXTENSION OF AGREEMENT

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


ARTICLE XXVIII - MANAGEMENT RIGHTS

A. It is understood and agreed that the Employer has all the customary and usual rights, powers, functions, and authority of management except as those rights, powers, functions, and authority specifically abridged or modified by this Agreement.

B. The Union recognized the Employer's right to manage its affairs and direct its work force within the existing framework of the Statutes of the State of Michigan to maintain the Township of Waterford in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards.

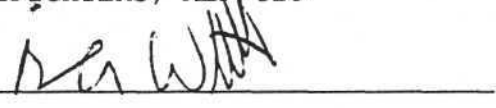
IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives the day and year first above written.


CHARTER TOWNSHIP OF WATERFORD

By: 
Township Supervisor

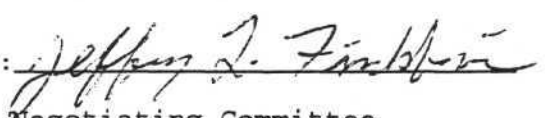
By: 
Township Clerk

WATERFORD PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 1335 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

By: 
President

By: 
Secretary

By: 
Negotiating Committee

By: 
Negotiating Committee

Charter Township of Waterford
Group #89044 Suffix #000

Blue Care Network
HMO'

HOSPITAL SERVICES

Number of Days of Care
 Semi - Private Room (*Inpatient only*)
 In - Hospital Physician Care
 General Nursing Care
 Surgery (*including all surgical services, anesthesia, lab, x - rays and drugs*)

Unlimited
 Covered in full
 Covered in full
 Covered in full
 Covered in full

EMERGENCY MEDICAL CARE

(*approved diagnosis only*)
 Hospital Emergency Room
 Urgent Care Center
 Physician's Office
 Ground Ambulance Services

\$25 copay
 \$10 copay
 \$5 copay
 Covered in full

DIAGNOSTIC AND THERAPEUTIC PROCEDURES (*Outpatient*)

Laboratory Tests
 Diagnostic X - rays
 Radiation Therapy

Covered in full *
 Covered in full *
 Covered in full *

MATERNITY SERVICES PROVIDED BY PHYSICIAN

Pre and Post Natal Care
 Delivery in Hospital and Well - Baby Care in Hospital

\$5 copay
 Covered in full

PHYSICIAN OFFICE SERVICES

Routine Office Visits
 Consulting Specialist Care (*where referred*)
 Periodic Physical Exam
 Routine Pediatric Care

\$5 copay
 \$5 copay
 \$5 copay
 \$5 copay

PREVENTIVE SERVICES

Immunizations
 Mammography Screening
 Pap Smears
 Vasectomies, Tubal Ligations
 Infertility Counseling/Treatment

Covered in full *
 Covered in full *
 Covered in full *
 50% copay on all associated costs
 50% copay on all associated costs

* *Office visit copay may apply per member, per visit*

Charter Township of Waterford
Group#89044 Suffix#000

Blue Care Network
HMO'

ALLERGY CARE

Testing, Evaluation, Serum
Allergy Injections

Covered in full
Covered in full

DURABLE MEDICAL EQUIPMENT

50% copay (*when medically necessary*)

**PROSTHETICS, ORTHOTICS &
CORRECTIVE APPLIANCES**

50% copay (*when medically necessary;
replacement due to normal wear and tear
is not a benefit*)

**SKILLED NURSING FACILITY CARE
PREGNANCY TERMINATIONS**

45 days per calendar year
50% copay (*once every two years - first
trimester only*)

PHYSICAL THERAPY (60 day period)

\$5 copay (*condition is subject to significant
improvement within 60 days*)

MENTAL HEALTH CARE

Outpatient Visits
Inpatient Psychiatric Hospital Services

20 visits per calendar year, covered in full
Covered in full up to 45 days per calendar
year, renewable after 60 days out

ALCOHOLISM & SUBSTANCE ABUSE

Outpatient Visits for Crisis Intervention and
Short - Term Therapy
Intermediate Care

20 visits per calendar year, covered in full

Detoxification

PRESCRIPTION DRUGS

One program per 12 month period,
Covered in full
Covered in full

\$2 copay (*includes contraceptives*)

BENEFIT DOLLAR MAXIMUMS

Lifetime Maximum Benefit

Unlimited

Calendar Year Deductible

Single

N/A

Family

N/A

Co - Insurance

N/A

Out - of - Pocket Maximum

Single

N/A

Family

N/A

NOTE: This *benefit explanation is not a policy or guarantee of benefits; its use is only to provide general information.*

1 FAILURE TO USE YOUR SELECTED PRIMLY CARE PHYSICIAN OR APPROVED REFERRAL
for services will result in no benefits payable.

Charter Township of Waterford
Group #08751 Suffix #661
Fire Union

Blue Cross / Blue Shield
PPO' / MMC4

HOSPITAL SERVICES (Inpatient)

Number of Days of Care
 Semi-Private Room or Intensive Care
 In-Hospital Physician Care
 Surgery
 Anesthesia
 Laboratory Tests and X - Rays

365 days; 60 day renewal
 Covered in full
 Covered in full
 Covered in full
 Covered in full
 Covered in full

EMERGENCY MEDICAL CARE
(approved life - threatening illness or accidental injury only)

Hospital Emergency Room

Covered in full
(with approved diagnosis for life - threatening illness or accidental injury)
 \$15 Limitation
 90% after Master Medical deductible
 90% after Master Medical deductible

Emergency Room Physician Services
 Physician's Office
 Ambulance Service

DIAGNOSTIC AND THERAPEUTIC PROCEDURES (Outpatient)

Laboratory Tests
 Diagnostic X-rays
 Radiation Therapy

\$5 or 10% copay *(whichever is greater)*
 \$5 or 10% copay *(whichever is greater)*
 \$5 or 10% copay *(whichever is greater)*

MATERNITY SERVICES PROVIDED BY PHYSICIAN

Pre and Post Natal Care
 Delivery in Hospital

90% after Master Medical deductible
 Covered in full

PHYSICIAN OFFICE SERVICES

Office Visits

90% after Master Medical deductible
(injury or illness only)

CHIROPRACTIC SERVICES/ SPINAL MANIPULATION

90% after Master Medical deductible
(Acute - 20 visits in 1st 90 days; 2 visits per month thereafter - Chronic)

**Charter Township of Waterford
Group #08751 Suffix #661
Fire Union**

**Blue Cross / Blue Shield
PPO' / MMC4**

ALLERGY CARE

Testing, Evaluation, Serum Injections

90% after Master Medical deductible

DURABLE MEDICAL EQUIPMENT

90% after Master Medical deductible

**PROSTHETICS, ORTHOTICS &
CORRECTIVE APPLIANCES**

90% after Master Medical deductible

MENTAL HEALTH CARE

Outpatient Visits

75% after deductible

Inpatient Care

45 days at 100%

SUBSTANCE ABUSE

Outpatient Visits

Covered up to annual minimum
dollar amount set by state
(no Master Medical coverage)

Inpatient Care

Unused Mental Health Care days
(no Master Medical coverage) 1

**PRESCRIPTION DRUGS (Preferred -
Includes Mail Order Drug Plan)**

\$5 copay

BENEFIT DOLLAR MAXIMUMS

Hospital/Medical/Surgical

Unlimited

Master Medical Lifetime Maximum Benefit

\$1,000,000

Master Medical Deductible

Single

\$50

Family

\$100

Master Medical Co - Insurance

90/10%

Master Medical Out - of - Pocket Maximum**

Single

\$1,050

Family

\$1,100

These out - of - pocket maximums do not include Substance Abuse and Private Duty Nursing.

NOTE: This benefit explanation is not a policy or guarantee of benefits; its use is only to provide general information.

' FAILURE TO USE A PPO HOSPITAL OR PHYSICIAN will result in a 15% sanction.

Charter Township of Waterford
Group #08751 Suffix #001
Fire Union

Blue Cross / Blue Shield
Traditional / MMC4

HOSPITAL SERVICES (Inpatient)

Number of Days of Care
 Semi - Private Room or Intensive Care
 In - Hospital Physician Care
 Surgery
 Anesthesia
 Laboratory Tests and X - Rays

365 days; 60 day renewal
 Covered in full
 Covered in full
 Covered in full
 Covered in full
 Covered in full

EMERGENCY MEDICAL CARE
*(approved life - threatening illness or
 accidental injury only)*

Hospital Emergency Room

Covered in full
*(with approved diagnosis for life-threatening
 illness or accidental injury)*
 \$15 Limitation
 90% after deductible
 90% after deductible

Emergency Room Physician Services
 Physician's Office
 Ambulance Service

**DIAGNOSTIC AND THERAPEUTIC
 PROCEDURES (Outpatient)**

Laboratory Tests
 Diagnostic X - Rays
 Radiation Therapy

\$5 or 10% copay *(whichever is greater)*
 \$5 or 10% copay *(whichever is greater)*
 \$5 or 10% copay *(whichever is greater)*

**MATERNITY SERVICES PROVIDED
 BY PHYSICIAN**

Pre and Post Natal Care
 Delivery in Hospital

90% after deductible
 Covered in full

PHYSICIAN OFFICE SERVICES

Office Visits

90% after deductible
(injury or illness only)

**CHIROPRACTIC SERVICES/
 SPINAL MANIPULATION**

90% after deductible
*(Acute - 20 visits in 1st 90 days;
 2 visits per month thereafter - Chronic)*

Charter Township of Waterford
 Group #08751 Suffix #001
 Fire Union

Blue Cross / Blue Shield
 Traditional / MMC4

ALLERGY CARE

Testing, Evaluation, Serum Injections

90% after deductible

DURABLE MEDICAL EQUIPMENT

90% after deductible

**PROSTHETICS, ORTHOTICS &
 CORRECTIVE APPLIANCES**

90% after deductible

MENTAL HEALTH CARE

Outpatient Visits

75% after deductible subject to
 \$2,000/yr & \$5,000/lifetime maximums
 45 days at 100% subject to
 \$15,000/yr & \$30,000/lifetime
 maximums (*combined with Substance
 Abuse*) 60 day renewal (*additional days
 under Master Medical covered at 50%
 after deductible up to maximums*)

Inpatient Care

SUBSTANCE ABUSE

Outpatient Visits

Covered up to annual minimum
 dollar amount set by state
 (*no Master Medical coverage*)

Inpatient Care

Unused inpatient mental health care
 days (*no Master Medical coverage*)

PRESCRIPTION DRUGS (Traditional)

\$2 copay

BENEFIT DOLLAR MAXIMUMS

Hospital/Medical/Surgical

Unlimited

Master Medical Lifetime Maximum Benefit

\$1,000,000

Master Medical Deductible

Single

\$50

Family

\$100

Master Medical Co - Insurance

90/10%

Master Medical Out - of - Pocket Maximum **

Single

\$1,050

Family

\$1,100

****These out - of - pocket maximums do not include Mental Health / Substance Abuse and Private Duty Nursing.**

NOTE: This benefit explanation is not a policy or guarantee of benefits; its use is only to provide general information.

MEMORANDUM OF UNDERSTANDING REGARDING ALCOHOL AND DRUG POLICY

I. PURPOSE

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Waterford Township Fire Department and its fire fighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

II. BENEFITS: INCONVENIENCE: COOPERATION:

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those, who because of alcohol or drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

III. DEFINITIONS:

- A. Alcohol or Alcoholic Beverage - means any beverage that has an alcoholic content, excluding, "other medicines" taken in compliance with Section V.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, or judgement of the individual consuming it.
- C. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer - means the Officer, Acting Officer or individual who is the member's immediate superior in the chain of command.

- F. Shift Commander - means the Shift Officer who is on duty at #1 Station.
- G. Impairment - to injure by weakening, diminishing or decreasing strength and value, physical or mental.
- H. Use - to avail oneself of, put to one's own purpose. To consume or expend by using.
- I. Employee Assistance Program - means Employee Assistance Program provided by the Department of Human & Fiscal Resources, Waterford Township.

IV. EMPLOYEE ASSISTANCE PROGRAM OF THE DEPT. OF FISCAL & HUMAN RESOURCES.

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self referral, recommendation or referral by a supervisor. No employee will be disciplined on account of any request for assistance under this section, nor will any employee be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Employees who have exhausted their accumulated sick leave will be allowed to use vacation time, personal leave days, etc.
The cost of rehabilitation will be borne by the employer. The rehabilitation program used will be agreed to by the Township and Union.
- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year; must maintain at least weekly contact with the Fire Chief's office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

V. **PRESCRIPTION DRUGS:**

- A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his / her regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (a) and (b), above, with respect to a particular prescription drug or other medicine can be disciplined or required to attend employee assistance on account of that particular prescription drug or other medicine.

VI. **PROCEDURES FOR TESTING:**

A. Demand for Testing

The Township may require departmental personnel to submit to a test for illegal drugs, prescription drugs or alcohol under the following circumstances:

- 1. The employee is, based on "reasonable basis", requested/ordered to submit to testing by a command officer.

B. Standards for Determining Reasonable Basis

- 1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
- 2. "Reasonable Basis" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.

3. Where the "reasonable basis" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

C. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he/she may be directed to return, or be taken when impairment is suspected, to a station to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a signed, dated, timed, and contemporaneous report reducing the objective facts and reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that same time, be given the opportunity to explain his/her behavior, action or appearance. Upon request, the employee shall have the right to Union representation. Failure of the command officer to prepare the report in accordance with the procedure outlined in this section shall render any subsequent test and discipline based upon that test void.

D. Review of Report

- If, following the employee's explanation, the command officer determines that a test is still required, he / she shall submit a copy of his / her report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his / her behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the shift commander, and any discipline based upon that test, shall be void.

E. Demand for Testing

- If the shift commander has determined that a test shall be ordered, the order will be given by a command officer. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire or he / she otherwise be in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.

F. Identification of Employee

The employee's identity shall be checked and verified, by the requesting supervisor / command officer at the time of the testing request / order.

G. Drug Testing Procedure

The procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test, will all be in conformance with Federal Regulations (Federal Register, Volume 53, No. 69, Pg. 11979-11989.)

H. Alcohol Testing Procedure

Testing for alcohol will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

VII. **EMPLOYEE ASSISTANCE AND DISCIPLINE:**

- A. An employee who tests positive for illegal, controlled or prescription substances, or alcohol, shall be required to participate in the Employee Assistance Program. Employees who successfully complete the program to the satisfaction of the program's director or supervising physician shall not be disciplined for their drug use.
- B. Employees who fail to complete the Employee Assistance Program as specified in (A) above, may be disciplined for their employment-related drug use.
- C. Employees whose drug use, or alcohol or prescription drug abuse, is discovered by the Township in some manner other than by the drug test outlined in this policy / article shall be treated as if he / she had tested positive under this policy / article.
- D. Notwithstanding any other provision of this policy / article, where an employee engages in conduct which, given proof of his / her on-duty, intoxicated state, creates an unreasonable risk of harm to any person; that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. It is agreed that discipline under this section shall include discharge of the employee only in the most severe case.
- E. Notwithstanding any other provision of this agreement, where an intoxicated employee violates the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. "Appropriate discipline" is defined as discipline of precisely the same severity that the employee would have received for his / her conduct while not intoxicated.

- F. The Township shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the program. A positive test result under this provision shall have the same effect, as a positive test result under Section VI, or Section VII c.
- G. An employee shall have the right to avail him / herself of the Employee Assistance Program no more than twice in any five year period, or three times during the employee's career in the Fire Department. An employee who tests positive after his / her right to utilize the Employee Assistance Program has expired under this subsection may be disciplined under the "just cause" provision of the Collective Bargaining Agreement. The Township in its sole discretion, may permit an employee to avail him / herself of the Employee Assistance Program more frequently than provided in this subsection.

VIII. GRIEVANCE PROCEDURE:

All actions and decisions made pursuant to this Alcohol and Drug Policy shall further be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure.

IX. EFFECTIVE DATE - NOTICE TO EMPLOYEES - OTHER LAWS:

- A. The policies set forth in this policy guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before being hired.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

X. UNION HELD HARMLESS:

This drug testing program is solely initiated at the behest of the Township. The Township shall be solely liable for any legal obligations, costs, and attorneys' fees arising out of the provisions and / or application of this Agreement relating to drug testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program and the Township agrees to indemnify the Union and its members from and against all claims or suits arising out of the creation, implementation, or administration of this drug testing program. Said indemnification shall take the form of defense and payment of any judgments, settlements, costs, or attorneys' fees.

EXHIBIT "A"

DRIVER ENGINEER

| EFFECTIVE DATE YEARS | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 |
|----------------------|----------|----------|----------|----------|----------|
| 1/1/98 | \$25,905 | \$29,556 | \$33,209 | \$36,860 | \$40,512 |
| 1/1/99 | \$26,933 | \$30,693 | \$34,456 | \$38,216 | \$41,977 |
| 1/1/2000 | \$27,991 | \$31,864 | \$35,740 | \$39,613 | \$43,487 |

DRIVER ENGINEER - PARAMEDIC

| EFFECTIVE DATE | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS |
|----------------|----------|----------|----------|----------|----------|
| 1/1/98 | \$28,242 | \$31,892 | \$35,545 | \$39,197 | \$42,850 |
| 1/1/99 | \$29,340 | \$33,099 | \$36,862 | \$40,623 | \$44,386 |
| 1/1/2000 | \$30,471 | \$34,342 | \$38,218 | \$42,092 | \$45,967 |

FIRE LIEUTENANT

| EFFECTIVE DATE | DATE OF PROMOTION | 90 DAYS AFTER PROMOTION |
|----------------|-------------------|-------------------------|
| 1/1/98 | \$41,891 | \$43,266 |
| 1/1/99 | \$43,398 | \$44,814 |
| 1/1/2000 | \$44,950 | \$46,409 |

FIRE LIEUTENANT - PARAMEDIC

| EFFECTIVE DATE | DATE OF PROMOTION | 90 DAYS AFTER PROMOTION |
|----------------|-------------------|-------------------------|
| 1/1/98 | \$44,228 | \$45,602 |
| 1/1/99 | \$45,805 | \$47,220 |
| 1/1/2000 | \$47,430 | \$48,887 |

EXHIBIT "A"

| EFFECTIVE DATE | FIRE CAPTAIN DATE OF PROMOTION | 90 DAYS AFTER PROMOTION |
|----------------|-----------------------------------|----------------------------|
| 1/1/98 | \$44,740 | \$46,210 |
| 1/1/99 | \$46,333 | \$47,846 |
| 1/1/2000 | \$47,973 | \$49,532 |

| EFFECTIVE DATE | FIRE CAPTAIN - PARAMEDIC DATE OF PROMOTION | 90 DAYS AFTER PROMOTION |
|----------------|---|----------------------------|
| 1/1/98 | \$47,075 | \$48,545 |
| 1/1/99 | \$48,738 | \$50,251 |
| 1/1/2000 | \$50,451 | \$52,009 |

FIRE INSPECTOR

| EFFECTIVE DATE | DATE OF PROMOTION | 90 DAYS AFTER PROMOTION |
|----------------|-------------------|----------------------------|
| 1/1/98 | \$50,389 | \$52,103 |
| 1/1/99 | \$52,151 | \$53,916 |
| 1/1/2000 | \$53,966 | \$55,783 |

FIRE MARSHAL

| EFFECTIVE DATE | DATE OF PROMOTION | 90 DAYS AFTER PROMOTION |
|----------------|-------------------|----------------------------|
| 1/1/98 | \$54,021 | \$55,463 |
| 1/1/99 | \$55,892 | \$57,377 |
| 1/1/2000 | \$57,819 | \$59,349 |

