

4204

12/31/2003

Agreement

Between

***CHARTER TOWNSHIP OF
YPSILANTI***

-AND-

***FIREFIGHTERS LOCAL UNION
NO. 1830***

***Effective
January 1998 through December 2003***

Ypsilanti Township

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APPROVED BY THE BOARD OF DIRECTORS
JANUARY 1, 2014
EFFECTIVE DATE

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ARTICLE 1 - PREAMBLE

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of Public Acts of 1947, 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 maintain exemplary fire protection services; and to provide an orderly and equitable means of resolving further differences between the parties.

The Charter Township of Ypsilanti and Fire Fighter Union Local 1830 further recognize that the Ypsilanti Township Fire Department is a source of pride for the Township and the Fire Department members. It is highly encouraged and professionally understood that an active bond between the Fire Department and the Township citizens should be maintained and nurtured through various community activities beyond the scope of this Agreement. To that end, the Union and Township agree that the Fire Fighters may participate on behalf of the department and the Township in community activities during their working hours. The Union agrees that it will encourage its members to participate and be involved in such activities as part of the Union's commitment to the Township and its citizenry.

ARTICLE 2 - SUCCESSORS

Section 1

This Agreement shall be binding in its entirety upon the parties hereto, their successors, assigns, and transferees, including but not limited to any new governmental instrumentality which shall come into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, charter amendment, or other governmental enactment and replace the Township as the Employer of the Fire Department employees.

Section 2

The parties further agree that they shall meet to discuss any future impact on the firefighters' bargaining unit, which may result from the possible replacement of the Township of Ypsilanti as the Employer of the Fire Department employees.

ARTICLE 3 - DURATION

Section 1

This Contract entered into by the parties on the 22nd day of July, 1999, shall be effective the first day of January, 1998, and shall remain in full force and effect to and including December 31, 2003.

Section 2

Negotiations for a successor agreement to this Contract shall begin no later than September 15, 2003.

Section 3

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

ARTICLE 4 - DEFINITIONS

"Township" - shall include the elected or appointed representatives of the Township of Ypsilanti, Michigan.

"Day" - shall, except as context indicates otherwise, mean a twenty-four (24) consecutive hour day for the employees of the Fire Department.

"Union" - shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

"Employee" - shall mean all personnel employed by the Fire Department, except the Fire Chief and clerical support.

"Firefighter" - shall mean all fire suppression personnel regardless of rank unless otherwise specifically excluded in this agreement.

"Straight-Time" - shall mean the base pay plus the applicable longevity step and training increment of the employee.

"Sick Day" - An employee on sick leave shall be considered sick only on scheduled workdays but not while on scheduled time off.

"Average Final Compensation" shall for all purposes be construed to include base pay, vacation pay, holiday pay, longevity pay, overtime pay, training increments and sick leave pay while absent from work, and payments for unused vacation pay made at the time of retirement. Final Average Compensation shall not include any payment in consideration of unused sick leave, allowances for any clothing, food, or reimbursed expenses. Any changes are subject to negotiations.

ARTICLE 4 - DEFINITIONS (con't)

"Gender" - Whenever a male gender is used in this agreement, it shall be construed to include both male and female employees.

"Scheduled Off" - Refers to any instance where the employer has notice prior to the duty day that the employee will be unavailable to report for duty with the exception of sick time, and educational release time. Absences due to work related injuries under Article 36, Section 1 shall not be counted as scheduled off after the initial 14 calendar days of leave.

ARTICLE 5 - EMPLOYEE COVERAGE OF AGREEMENT

This Agreement shall be applicable to all employees of the Fire Department, as the term "employee" is used in this Contract. The Township agrees to hold the Union harmless for any actual or incidental damages by the exclusion of the Fire Chief.

ARTICLE 6 - RECOGNITION

The Township recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

ARTICLE 7 - OTHER AGREEMENTS AND ORGANIZATIONS

Section 1

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

Section 2

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

ARTICLE 8 - UNION SECURITY

It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership, and pay the Union's uniform dues and initiation fee. It shall be a continuing condition of employment that all employees who are not members of the Union, and who do not become and remain members of the Union and pay its uniform dues and initiation fees, shall alternatively pay a bargaining service fee (hereinafter referred to as agency shop service fee) in an amount equivalent to such uniform dues and initiation fees. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer; and the Union agrees to hold the Employer harmless for any suit or claim of liability arising out of this section. It is further agreed that the Union will submit a letter to the Employer requesting dismissal of any employee not complying with this section.

ARTICLE 9 - RIGHT TO MANAGE

The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, except issues covered by law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, the Township reserves unto itself all rights which are inherently and ordinarily vested in and exercised by employers, unless specifically limited by a provision of this Agreement; however, this section shall not be considered to increase any power or right in the Union or in any way limit or decrease any rights or powers of the Township's inherent right to manage.

ARTICLE 10 - DUES DEDUCTION

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. Such dues accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who have authorized such deductions and from whom no deductions were made and the reasons therefor, shall be forwarded to the Union office within ten (10) days after such collections have been made.

ARTICLE 11 - UNION ACTIVITIES

Section 1 - General

Employees and their Union representatives employed by the Township shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection prescribed by law.

Section 2 - Bulletin Board Area

The Union shall be provided suitable bulletin board areas, including at least one at each fire station and sub-station, for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union shall designate persons responsible therefor.

Section 3 - Meetings

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

Section 4 - Representation

- (a) The Union shall be represented by the following committees and stewards: One (1) Chief Steward, one (1) steward from each shift, a bargaining committee, a grievance committee, and any other committees that this Agreement warrants, including but not limited to a health and safety committee and a special conference committee.

ARTICLE 11 – UNION ACTIVITIES (con't)

- (b) Legal counsel and representatives from the International and State Fire Fighters Union may be present at meetings between the Township and the Union.
- (c) Committees shall be limited to five members or less.
- (d) The stewards may request the Chief Steward, and/or the President's assistance at any time.
- (e) The Union shall notify the Township of the names and addresses of all stewards and committee members.
- (f) Officers of the Union (and other representatives of the Union who have the prior approval of the Chief) shall be afforded reasonable time off during working hours, without loss of pay, to fulfill their union responsibilities, including negotiations with the Township, processing grievances, and the administration and enforcement of this Agreement, but not for organizational meetings of the Union.

Section 5 - Release Time

The Union will be given 216 hours of release time annually to attend functions of the International or State union, such as conventions or educational conferences. Such time shall be allowed off with pay. Written request for this time off must be made three duty days prior to the time off. The balance of unused release time from the previous calendar year shall be carried over to the next year to be used after the current years release time, and must be used or lost. The total release time in any given calendar year shall not exceed 432 hours.

ARTICLE 12 - JOINT LABOR MANAGEMENT TEAM

Local 1830 and the Charter Township of Ypsilanti establish a labor/management team for the purpose of discussing and making recommendations for long range planning, department policy, health and safety issues, major capital expenditures and operational issues.

The labor/management team shall be seven (7) members consisting of four (4) labor representatives designated by the union and three (3) management representatives. Labor representatives should include a member of the executive board of Local 1830 and one representative from each shift. Management representatives should include the Fire Chief, the Human Resources Director and a member of the Township Board.

The labor/management team will meet regularly at a minimum of once monthly.

The labor/management team is recognized as a function of the Fire Department. Off-duty employees will be compensated at one and one-half (1-1/2) times their straight time rate for any authorized team activity.

ARTICLE 13 - FIREFIGHTER DUTIES

The duties of a firefighter, as that term is used with regard to employees covered by this Agreement, shall include extinguishing and investigating fires, the performance of overhaul and salvage work at the fire site, assisting in the providing of emergency medical treatment, and related functions. Firefighters shall drive, operate, and maintain all fire fighting apparatus and fire fighting tools, as well as all trucks, cars, and other vehicles utilized by the Fire Department. Firefighters may be required to train other firefighters and to demonstrate fire prevention techniques to the public. Firefighters shall be responsible for the day to day housekeeping duties at all fire stations and for the maintenance of grounds associated with the Fire Department and to perform any other duties related to the Fire Department that are assigned to them.

ARTICLE 14 - SENIORITY

Section 1

Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, as amended.

Section 2

Any reassignment in days, platoons, shifts or stations shall be subject to seniority and qualifications.

Section 3

Annually, the employees shall be allowed to bid dispatch or their stations for duty assignment. If there is an opening because of changes in assignment, those members of that shift shall have first bid on that assignment and if no one from that shift bids on the assignment, it shall be opened for bidding department-wide.

Section 4

When there is an opening on a shift caused by reassignment, retirement, early out, medical retirement, or layoff, etc., the position shall be posted within ten (10) days of said opening occurring. The opening shall be posted for a ten (10) day period. After this ten (10) day posting period, if the opening is not filled by job posting, the opening shall be awarded on a first-come,

ARTICLE 14 – SENIORITY (con't)

first-served basis until the position is filled. This process shall not apply to openings caused by long-term illness or injury.

ARTICLE 15 - HOURS OF EMPLOYMENT

Section 1

The work schedule of employees for the Fire Department shall be as prescribed by Act 125, Public Acts of 1925, as amended by Act 604, Public Acts of 1978, as amended.

Section 2

Employees shall be permitted to voluntarily trade work or leave days subject to the approval of the Fire Chief or the Fire Chief's designated representative. Employees who fail to follow the procedures set out for receiving approval and documenting the trading of leave or workdays shall be docked pay for the period that they have a substitute working for them.

Trade requests for shift officers shall not be approved if it creates a situation where there is no shift officer on duty.

ARTICLE 16 - 40 HOUR PERSONNEL

When the Township creates a forty (40) hour a week position the terms of the Collective Bargaining Agreement shall apply with the following exceptions or as specifically agreed otherwise.

Section 1

Forty (40) hour personnel shall be paid overtime at the rate of 1-1/2 times their hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall not be converted to compensatory time. Forty-hour personnel shall not be eligible for firefighter overtime.

Section 2

The shift officer, Captain/Lieutenant, shall assume command of all incidents. Forty-hour personnel, when called to an incident, shall report to the Incident Commander for assignment.

Section 3

Forty (40) hour personnel shall receive the following holidays off with pay: New Years Eve, New Years Day, Martin Luther King Jr. Day, President's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. In the event that a holiday falls on the employees regularly

ARTICLE 16 - 40 HOUR PERSONNEL (con't)

scheduled day off, they shall receive the day prior to the holiday off with pay. When two holidays fall in succession on the employees regularly scheduled days off, they shall receive the last scheduled workday prior to the holidays and the first scheduled workday following the holidays off with pay.

Section 4

Such employee will accrue eight (8) hours sick leave per month to a maximum of 1720 hours. All of the hours accrued over 1720 will be paid in the same manner as provided in Article 35 Section 6.

Section 5

Forty (40) hour personnel shall be eligible for annual vacation with pay on the following basis:

After 1 year -	80 hours annually
After 5 years -	120 hours annually
After 10 years -	160 hours annually
After 15 years -	200 hours annually

Vacation time may be taken in a minimum of four (4) hour segments. No more than eighty (80) consecutive hours may be taken in a thirty (30) day period without permission of the Fire Chief. Employees will be permitted to bank 100 hours each year pursuant to the language in Article 34, Section 5.

ARTICLE 16 - 40 HOUR PERSONNEL (con't)

Section 6

Forty (40) hour personnel shall receive twenty-four (24) hours of personal time annually. This time shall be non-cumulative from year to year. Personal time may be taken in a minimum of four (4) hour segments.

Section 7

In lieu of a food allowance, forty (40) hour personnel shall receive a lump sum payment equivalent to 50% of the annual food allowance per Article 31 of this agreement.

ARTICLE 17 - FIRE MARSHAL

Section 1

The position of Fire Marshal for promotional purposes shall be equal to the rank of Captain. The Fire Marshal shall work a forty (40) hour workweek. The Fire Marshal shall receive a base hourly rate, plus longevity and training increments.

Section 2

Wage increases for the Fire Marshal shall be tied to the bargaining unit contract using a multiplier of 1.5 of the wage increase for captains. The 1.5 multiplier shall also apply to longevity steps and training increments.

Section 3

The Fire Marshal's work schedule is forty (40) hours per week, Monday through Friday, eight (8) hours per day. Regular work hours are to be established between 0800 and 1700 hours. The Fire Marshal shall be paid for call-ins, investigations, and any meeting after regularly scheduled work hours where attendance is required and approved by the Fire Chief, at 1-1/2 times the employee's straight-time rate, but shall not receive compensatory time.

ARTICLE 17 - FIRE MARSHAL (con't)

Section 4

The Fire Marshal will be provided a vehicle for duty use. The fire Chief will determine the availability of the vehicle for driving to and from work.

Section 5

The Fire Marshal shall be considered as a forty (40) hour employee under Article 16. Except as provided for in this Article and in Article 16, the Fire Marshal shall be covered by all the other terms and conditions of employment of the Collective Bargaining Agreement.

Section 6

In addition to the provisions of Article 32, the Fire Marshal shall receive annually a \$200.00 clothing allowance.

ARTICLE 18 - NEW HIRES

Section 1

It shall be a condition of continued employment that within twelve (12) months of date of hire as a full-time firefighter each new hire must pass both Firefighter Part 1 and Part 2 of the state examination as required by Act 291 of the Public Acts of 1966 as amended. In the event a firefighter candidate fails to achieve a passing score, they shall be given the opportunity of retaking the state examinations. If the firefighter candidate fails to pass the examinations on their second attempt, this shall be cause for discharge. New hires who have previously passed Firefighter Part 1 and Part 2 state examinations and who provide the Township with certification may be exempt from taking and passing the state examinations within twelve (12) months after their date of hire.

Section 2

An evaluation committee composed of the officer(s) and two (2) firefighters from the assigned shift shall be established for each probationary employee. A recommendation as to whether the employee has successfully completed the probationary period shall be given to the Fire Chief or his designated representative prior to the end of the employee's probationary period. Each firefighter shall have a one (1) year probationary period to determine if that individual meets the standards of the Fire Department.

ARTICLE 18 - NEW HIRES (con't)

Section 3

If a firefighter is hired without an EMT license, they shall be required to take the courses and to pass such tests as are necessary to become a licensed EMT whenever such courses are made available to them and paid for by the Township. As a condition of continued employment, all employees hired after March 31, 1984 shall be required to obtain and to maintain an EMT license.

Section 4

Employees shall notify the Township immediately upon revocation or suspension of their driver's license or at any other time the employee does not possess a valid Michigan driver's license.

Section 5

If a firefighter is hired without Firefighter II Certification, they shall be given an eighty (80) hour orientation program and sent to a Firefighter Academy or other program to secure a Firefighter II Certification. Upon receiving the certification, the firefighter shall be assigned to a shift for thirty (30) calendar days for the purpose of evaluation. The evaluation committee shall submit to the Fire Chief a written report on this firefighter within five (5) calendar days of the conclusion of this thirty (30) day evaluation period. At the end of the thirty (30) day period, the Fire Chief and the evaluation committee shall determine if the firefighter is ready for permanent

ARTICLE 18 – NEW HIRES (con't)

assignment. The firefighter may be assigned sooner if the evaluation committee and the Fire Chief agree prior to the end of the thirty (30) days that the firefighter is ready for permanent assignment. When it is determined that the firefighter is ready for permanent assignment, they shall be counted on the floor for staffing purposes and assigned wherever needed.

If a firefighter is hired with Firefighter II Certification, they shall be given an eighty (80) hour orientation program and then assigned to a shift for a sixty (60) calendar day period for purposes of evaluation. During this sixty (60) day period, if the evaluation committee determines that the firefighter does not meet the standards of the fire department, they may submit to the Fire Chief a written report and request the firefighter be sent to a firefighter academy or for additional training. Upon completion of the sixty (60) day evaluation period, the evaluation committee shall submit within five (5) calendar days a written report to the Fire Chief. Together, the Fire Chief and the evaluation committee shall determine if the firefighter is ready for permanent assignment. The firefighter may be assigned sooner if the Fire Chief and the evaluation committee agree prior to the end of the sixty (60) days that the firefighter is ready for permanent assignment. When it is determined that the firefighter is ready for permanent assignment, they shall be counted on the floor for staffing purposes and assigned wherever needed.

In the absence of the Fire Chief, the Joint Labor Management Team shall designate a shift officer to make these evaluations and determinations.

ARTICLE 18 – NEW HIRES (con't)

Section 6

If any employee is injured or becomes ill during their probationary period and is absent for longer than fourteen (14) calendar days they will have their probation extended for a period equal to the duration of their illness or injury.

ARTICLE 19 - FILLING OF VACANCIES

Section 1

It is agreed by the parties that the provisions of the Township Civil Service Commission procedures shall be modified so as to allow the Civil Service Commission to accept outside applications for the position of Fire Chief in addition to applications from within the Department when the position becomes open. Outside applications must be from individuals in positions functionally equivalent to or above the rank of captain in the Ypsilanti Township Fire Department. For purposes of testing for the fire chief position, the fire marshal position and the captain position in the Ypsilanti Township Fire Department shall be considered equal in rank. The Commission shall adhere to the provisions of Act 78 in all other aspects.

Section 2

It is further understood that should the Township change the requirements for the Fire Chief position, such changes shall not be effective unless they are made more than two (2) years prior to the posting of a vacancy in that position.

Section 3

The parties agree that the Civil Service Commission shall be directed and required to maintain continuous eligibility lists for all fire suppression positions including firefighter, lieutenant and captain. The Township agrees that it will take the necessary steps to start the process to fill any

ARTICLE 19 – FILLING OF VACANCIES (con't)

vacancy in any position, excluding the Fire Chief, within two (2) weeks of the date when the vacancy occurs. The Township agrees to complete the entry level appointment process within forty-five (45) calendar days and the promotional process within seven (7) calendar days of starting the process.

The parties further agree that it will take appropriate action to insure that the Civil Service Commission meet these requirements. It is understood that the requirement of filling a firefighter vacancy shall not apply so long as the Township maintains a minimum of thirty-three (33) fire suppression personnel inclusive of officers and firefighters, and excluding the Fire Chief.

The Township agrees that it will take all necessary action to fill forty (40) hour positions within six (6) months of the date when the vacancy occurred.

Section 4

In addition to the applicable provisions of Public Act 78, the Civil Service Commission shall include the Michigan Firefighter Training Council Fire Officer I certification as a requirement for any candidate to be certified as eligible for appointment to the position of lieutenant.

Section 5

In addition to the applicable provisions of Public Act 78, the Civil Service Commission shall include the Michigan Firefighter Training Council Fire Officer I and II certification as a

ARTICLE 19 – FILLING OF VACANCIES (con't)

requirement for any candidate to be certified as eligible for appointment to the position of captain.

Section 6

It is agreed that if a person promoted to a position above the rank of firefighter voluntarily steps down from that position, they shall return to the rank of firefighter. Further they shall not be eligible for future promotions for a period of two years from the date of which they stepped down. Any fire suppression officer wishing to step down may do so at any time. Any officer holding a forty-hour position may step down only when there exists a valid eligibility list from which to certify a replacement.

ARTICLE 20 - REHIRE OF EMPLOYEES

Section 1

An employee who voluntarily terminates their employment and is subsequently rehired by the Township shall start at the wage rate for a six (6) month employee plus the applicable longevity pay based upon their prior years of service at the time of their termination.

Section 2

All former employees who request rehire shall be required to take and pass the physical exam and physical fitness (agility) exam required of new hires on the current eligibility list before they will be rehired. Rehired employees shall be placed on probation for a one (1) year period. All other terms of employment of the above employee shall be in accordance with Act 78.

ARTICLE 21 - LAYOFF BENEFITS

Section 1

In the event of a layoff, employees will receive pay for all accrued vacation days. Employees may request pay for all unused sick days at the rate of one hundred percent (100%). If employees are recalled to work, they may have their sick days or any portion thereof reinstated by repaying to the Township the money paid to them within ninety (90) days of their return to work. Employees may have a pro rata amount of sick time returned to them by paying a portion of this amount, but all money must be paid within ninety (90) days.

Section 2

Employees who are laid off shall receive all medical, dental, and vision benefits afforded to full-time personnel for a period of three (3) months. Employees may continue these benefits past three (3) months by making arrangements to pay the premiums in advance each month to the Township.

Section 3

Employees on layoff will continue to accrue service time through the layoff for a period equal to their seniority at the time of his layoff.

ARTICLE 22 - SUBCONTRACTING

The Employer shall not contract out work if there are qualified employees at work or in layoff who can perform the work in question, unless there is a special agreement with the union.

ARTICLE 23 - WORK STOPPAGE

Section 1

The Union agrees that during the life of this Agreement neither the Union, nor its officers or agents, will authorize, instigate or engage in a strike, slowdown, or other material interference with the essential fire fighting operations of the Employer. The Employer agrees that during the same period there shall be no lockouts.

Section 2

It is further agreed that if during the term of this Agreement the present Michigan Compulsory Arbitration Act shall lapse, expire or be repealed or not renewed or reenacted, then the parties agree that the terms and conditions of employment, including wages and hours, shall be subject to:

Mediation for a period of at least thirty (30) days and thereafter subject to compulsory, final and binding arbitration before a three (3) member arbitration panel, as outlined in Act 312 of Public Acts of 1947 as amended, and that the Township and Union will share the arbitration expenses equally. The neutral arbitrators shall be designated by the Michigan Employment Relations Commission (MERC) according to their procedures.

ARTICLE 24 - DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause. Employee discipline shall be handled in accordance with P.A. 1935, No. 78 (Act 78), except that an employee against whom charges have been preferred under Act 78, in lieu of requesting a hearing before the Act 78 Civil Service Commission under that Act, may waive their right to that hearing and elect to process a grievance in accordance with Article 25, provided that it is understood that whichever avenue is selected will bar proceedings or relief under the other avenue. The election of remedies between the Grievance Procedure and Act 78 shall take place upon the filing by the employee of a request for a hearing before the Act 78 Civil Service Commission, or upon filing by the employee, or the Union on the employee's behalf, of a written grievance, whichever occurs first.

ARTICLE 25 - GRIEVANCE AND ARBITRATION

Section 1

- (a) An individual employee grievance must be presented in writing within seven (7) calendar days from the date of the occurrence of the event giving rise to the grievance. Management shall answer within seven (7) days from the receipt of the grievance in writing. In the event grievances are not presented within the seven (7) day limit, it shall be considered that no grievance exists, with the exception of discrepancies in wage payments on which there will be a forty-five (45) calendar day time limit from the event giving rise to the grievance for presentation of the grievance. If there is no reply by Management within the seven (7) day limit, it shall be considered that the grievance is upheld.
- (b) If the seventh (7th) day falls on the weekend or a holiday, the date for submission of a grievance shall be extended to the first (1st) following workday that the Township offices are open.

Section 2

- (a) Such grievances shall be presented in the following manner: First verbally to the Officer in charge of the shift; then verbally to the Fire Chief; then in writing to the Fire Chief; and next to the Human Resources Director; next to the Township Supervisor; and then if still unresolved, it shall be submitted to arbitration as hereinafter provided.

ARTICLE 25 – GRIEVANCE AND ARBITRATION (con't)

- (b) Each step under Section 2 (a) shall comply with the time limitation set forth in Section 1 (a) and 1 (b).

Section 3

Any grievance not settled during the foregoing steps may be submitted to Arbitration, by written notice to the other party within thirty (30) days after receipt of the answer of the Township Supervisor. The party desiring arbitration shall then file a request for arbitration with the American Arbitration Association. A request for arbitration by either party to the Contract shall be binding on both parties.

Section 4

Selection of an arbitrator is to be made through the American Arbitration Association, in accordance with the policies of the American Arbitration Association, and both parties agree to furnish all papers and information necessary for the selection of an arbitrator.

Section 5

It shall be the duty of the arbitrator selected to establish a date, time, and place for the hearings to take place, and notify all parties concerned.

ARTICLE 25 – GRIEVANCE AND ARBITRATION (con't)

Section 6

The arbitrators shall, within thirty (30) days after the hearings have concluded, render a decision, and notify all parties in writing of the decision. The decision of the arbitrator shall be final and binding on all parties, and any provisions of the arbitrator's decision shall be implemented immediately.

Section 7

During the procedures of grievance or arbitration, such evidence and witnesses may be presented as deemed necessary by both parties involved.

Section 8

Cost of arbitration shall be equally divided between the Union and the Township; and their respective shares shall be paid forthwith upon presentation of a statement for the amount of such costs.

Section 9

Time limits set forth in the Grievance Procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the contract, with copies to all parties involved.

ARTICLE 25 – GRIEVANCE AND ARBITRATION (con't)

Section 10

The Union shall have exclusive authority on behalf of employees in the bargaining unit to initiate, prosecute and adjust grievances under this Article. Grievances procedures in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedure or remedies afforded to any employee by law except as provided in Article 24.

ARTICLE 26 - SPECIAL CONFERENCES

Section 1

Special conferences may be arranged between the Union and the Employer, upon request of either party. Such meetings shall be between at least three (2) representatives of the Employer and at least three (3) representatives of the Union. Arrangements for such meetings shall be made by mutual consent, in advance, and agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Discussions shall be confined to the agenda.

Section 2

Any matters or actions mutually agreed to may be initiated with proper action of the Union and the Township without respect to the time limits set forth in this Agreement.

ARTICLE 27 - WAGES

Section 1 – Wage Schedule

Employees shall receive the following cents per hour base wage increases:

Position	1/1/1998	1/1/1999	1/1/2000	1/1/2001	7/1/2002	1/1/2003
Firefighter 6 months	\$.00	\$.40	\$.43	\$.44	\$.47	\$.64
Firefighter 12 months	\$.00	\$.40	\$.43	\$.44	\$.47	\$.64
Firefighter 18 months	\$.00	\$.40	\$.43	\$.44	\$.47	\$.64
Firefighter 24 months	\$.00	\$.40	\$.43	\$.44	\$.47	\$.64
Firefighter 30 months	\$.00	\$.40	\$.43	\$.44	\$.47	\$.64
Firefighter 36 months	\$.00	\$.40	\$.43	\$.44	\$.47	\$.64
Lieutenant	\$.00	\$.42	\$.45	\$.46	\$.49	\$.68
Captain	\$.00	\$.44	\$.47	\$.49	\$.52	\$.71
Fire Marshal	\$.00	\$.66	\$.71	\$.74	\$.78	\$ 1.06

In lieu of a cents per hour base wage increase for 1998, Firefighters shall receive a lump sum payment equivalent to \$.40 per hour, Lieutenants shall receive a lump sum payment equivalent to \$.42 cents per hour, Captains shall receive a lump sum payment equivalent to \$.44 per hour and the Fire Marshal shall receive a lump sum payment equivalent to \$.66 per hour.

In addition to the cents per hour base wage increase above, the employees shall receive market wage adjustments as follows:

Position	1/1/1999	1/1/2002	1/1/2003
Firefighter start	\$2,000 (.67)	\$1,500 (.50)	\$1,000 (.34)
Firefighter 6 months	\$2,000	\$1,500	\$1,000
Firefighter 12 months	\$2,000	\$1,500	\$1,000
Firefighter 18 months	\$2,000	\$1,500	\$1,000
Firefighter 24 months	\$2,000	\$1,500	\$1,000
Firefighter 30 months	\$2,000	\$1,500	\$1,000
Firefighter 36 months	\$2,000	\$1,500	\$1,000
Lieutenant	\$2,000	\$1,500	\$1,000
Captain	\$2,000	\$1,500	\$1,000
Fire Marshal	\$3,000 (1.44)	\$2,250 (1.08)	\$1,500 (.72)

ARTICLE 27 - WAGES (con't)

The base hourly rates inclusive of cents per hour increases and market adjustment shall be as follows:

Position	1/1/98	1/1/99	1/1/00	1/1/01	1/1/02	7/1/02	1/1/03
Firefighter start	8.64	9.71	10.14	10.58	11.08	11.55	12.53
Firefighter 6 months	8.97	10.04	10.47	10.91	11.41	11.88	12.86
Firefighter 12 months	10.05	11.12	11.55	11.99	12.49	12.96	13.94
Firefighter 18 months	10.44	11.51	11.94	12.38	12.88	13.35	14.33
Firefighter 24 months	11.19	12.26	12.69	13.13	13.63	14.10	15.08
Firefighter 30 months	11.49	12.56	12.99	13.43	13.93	14.40	15.38
Firefighter 36 months	13.13	14.20	14.63	15.07	15.57	16.04	17.02
Lieutenant	13.90	14.99	15.44	15.90	16.40	16.89	17.91
Captain	14.66	15.77	16.24	16.73	17.23	17.75	18.80
Fire Marshal	21.91	24.01	24.72	25.46	26.54	27.32	29.10

Section 2 - Longevity Pay

Employees in addition to their base hourly rates shall receive longevity pay as follows:

Five (5) years of service	-	\$.40 per hour
Ten (10) years of service	-	\$.80 per hour
Fifteen (15) years of service	-	\$1.20 per hour
Twenty (20) years of service	-	\$1.60 per hour

- (a) Employees shall become eligible to earn their longevity steps on the completion of each five (5) years of service.
- (b) Employees who become eligible to receive the longevity pay shall receive such longevity increment on the first pay next following the anniversary date in which said employee becomes eligible.

ARTICLE 27 - WAGES (con't)

Section 3 - Training Increments

Employees who achieve and maintain the following levels of training, licensure or certification shall receive in addition to their base hourly rate the following pay:

EMT	.35 per hour
Associate Degree in Fire Science	.25 per hour

Effective January 1, 2001, training pay shall be as follows:

EMT	.35 per hour
Associate Degree in Fire Science	.35 per hour

Section 4

Any employee required to work in a capacity above their normal rank shall be compensated accordingly.

ARTICLE 28 - OVERTIME AND COMPENSATORY TIME

Section 1 - Overtime Pay

- (a) The standard workweek shall remain on an average of 56 hours per week for all firefighters working a normal 24-hour work shift. Overtime pay shall be paid to employees of the Fire Department for all work in excess of their regularly scheduled workday (24 consecutive hours) or for an excess of 212 hours in a 28 day period as required by Act No. 604 of the Public Acts of 1978. For purposes of complying with that Act No. 604, the parties acknowledge that all hours for which the employee receive compensation directly from the Township shall be counted as hours worked, excluding payments made pursuant to Article 36, Section 1. Such overtime shall be paid at 1-1/2 times the employee's straight time hourly rate. For purposes of this Agreement, the employee's straight time hourly rate shall be the rate set forth in Article 27 plus the applicable longevity and training increments.
- (b) Employees shall not be eligible for overtime until completion of requirements set forth in Article 18, Section 5, with the exception of emergency call-in or special duty assignment.
- (c) The Department shall maintain an accurate record of overtime hours charged to the employee. The following procedure shall be followed when calling for overtime, except for emergency call-in situations and for assignments requiring special knowledge, skills or abilities. Filling of overtime shall begin in inverse

ARTICLE 28 – OVERTIME AND COMPENSATORY TIME (con't)

order of overtime hours missing previously charged to the employee, i.e., beginning with the employee with low overtime hours and working progressively through the list to the employee with high hours.

Employees will be charged for the overtime hours they accept and agree to work with adjustments made if the overtime assignment is of duration other than initially scheduled. **Any overtime assignment of less than eight (8) hours shall be non-chargeable.** Advance filling of overtime shall be permissible. An employee shall not be bypassed until they have been contacted and have had the right to accept or refuse said overtime or until 1900 hours on the day previous to the shift in which the overtime is needed.

Section 2 - Hold-Over Pay

An employee who is held over at the end of shift or during a scheduled time-off shall be paid the applicable overtime rate for all time worked with a minimum of ½ hour pay.

Section 3 - Emergency Call-In Pay

An employee who is called in for an emergency situation shall be guaranteed a minimum of four (4) hours of pay at the applicable overtime rate. An emergency situation shall be defined as any situation in which there is an urgent or immediate need to utilize off-duty personnel, as determined by the Fire Chief or the Officer in Charge. Employees shall be

ARTICLE 28 – OVERTIME AND COMPENSATORY TIME (con't)

expected to immediately report to duty when contacted during an emergency call-in situation, except those employees who are sick, injured or otherwise physically incapacitated to the extent that they can not perform the duties required. To insure the most efficient response, off duty personnel shall be called based on their proximity to the fire station(s). Call in pay shall start fifteen (15) minutes prior to the employee's arrival at the station or assignment and upon notification of the Officer in Charge or dispatch.

Section 4 - Non-Emergency Call In Pay

An employee who is called in for non-emergency situation shall be guaranteed a minimum of two (2) hours of pay at the applicable overtime rate. A non-emergency situation is any temporary assignment, which requires the use of off duty personnel and is not an emergency operation. Examples include, but shall not be limited to: fire prevention, training, public education. Filling of this overtime shall be done through established procedures as outlined above in Section 1 (c).

Section 5 - Compensatory time

Employees who work overtime shall have the option of receiving compensatory time instead of overtime pay. Employees may receive one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked. Compensatory time can be used by requesting the time off and receiving the approval of the Fire Chief or their designee.

ARTICLE 28 – OVERTIME AND COMPENSATORY TIME (con't)

This request can be made no sooner than forty-eight (48) nor less than one (1) hour prior to the time requested off. Compensatory time will not be granted if it causes overtime.

Employees shall be allowed to accumulate at any one time a maximum of 480 hours of compensatory time. Once the employee accumulates the maximum amount of compensatory time, the overtime will be paid to the employee until the compensatory time bank is reduced to less than 480. Employees will be able to use their compensatory time in a minimum of a four-hour segment, with additional time scheduled in a minimum of two (2) hour increments. Compensatory time off shall not be started later than 2000 hours. Employees on compensatory time must be scheduled to return by 2230 hours or be scheduled off for the remainder of the shift.

Employee may request pay out of compensatory time annually, provided the employee submits a written request no later than November 15th of that year. Requested pay out shall be paid to the employee no later than the second pay period of December. If and when an employee goes on early out, or exercises their terminal leave option, any unused compensatory time can be converted to sick time or be paid to the employee.

ARTICLE 29 - HOLIDAY PAY

Section 1

All 24-hour employees of the Fire Department shall receive holiday pay in the sum of eight (8) twenty-four hour days at straight time pay. For the purpose of this section, the eight holidays are: January 1; President's Day (as celebrated on the third Monday of February); Easter Sunday; Memorial Day (as celebrated on the last Monday of May); July 4; Labor Day; Thanksgiving; and Christmas Day. Effective 1/1/2000 payment shall be made in two increments of 96 hours, one in March and one in October. Any employee who leaves employment from the Township shall be paid for the holiday in which they were employed. Any advanced holiday pay will be repaid to the Township.

Section 2

Employees who are scheduled to work and actually work on January 1; President's Day (as celebrated on the third Monday of February); Easter Sunday; Memorial Day (as celebrated on the last Monday of May); July 4; Labor Day; Thanksgiving; Christmas Day; shall be paid one and one-half (1-1/2) times their regular straight time rate for the hours worked on this shift. This additional pay shall not be converted to compensatory time. A holiday is considered as the twenty-four (24) hour period starting at 0800 hours on the date of the holiday. Effective 1/1/2002, employees shall be paid 1-1/2 their regular straight time for hours worked on Martin Luther King Jr. holiday (as celebrated on the third Monday of January).

ARTICLE 29 - HOLIDAY PAY (con't)

Section 3

Any employee who works overtime on any holiday as set forth in Section 2 shall be paid at a rate of two times their regular straight time rate for hours worked.

ARTICLE 30 - COURT APPEARANCE AND JURY RELEASE TIME

Section 1

If an employee is called to serve on a jury on a regularly scheduled duty day and they actually serves on jury duty beyond 5:00 p.m., they shall be released from duty for the entire shift without loss of pay. If, however, they are released before 5:00 p.m., then they shall return to duty. Any compensation received by the employee from the court, less mileage reimbursement, shall be turned over to the department.

Section 2

If an employee is required by subpoena to appear in court on an off-duty day as a result of a job-related incident, providing they are not a party to the proceeding, they shall turn over to the Department any compensation received from the court or the parties less mileage reimbursement, and be paid by the Department at one and one-half (1-1/2) times their regular hourly rate for the time they are required to be in court. The employee shall be paid a minimum of two hours of pay for this appearance. To be compensated for any time over two hours, the employee will provide verification to the Department of such time through a filled out court appearance form furnished by the Court.

ARTICLE 31 - FOOD ALLOWANCE

Section 1

The Township shall pay each employee an annual Food Allowance in the amount of \$1,100.00.

Food allowance is payable with the December bills.

Section 2

New employees, after completion of their one (1) year probationary period, will receive the Food Allowance prorated from the date of hire.

ARTICLE 32 - PROTECTIVE CLOTHING AND UNIFORMS

Section 1

The Township shall furnish and maintain all protective clothing in accordance with MIOSHA Part 74. The employee shall be responsible for all items issued by the Employer that are lost or damaged due to negligence or abuse on the part of the employee.

Section 2

The Township shall in addition thereto pay each employee of the Fire Department after one (1) year of service in the Department, an uniform allowance, \$200.00 per year. Uniform allowance is payable with the December bills. New employees, after completion of their probationary period, will receive the clothing allowance prorated from the date of hire.

Section 3

The Township shall furnish and maintain work uniforms at no less than the existing level.

Section 4

If the Township changes the style of the required dress uniform, any employee who has a currently required dress uniform in wearable condition will have a new dress uniform purchased for them.

ARTICLE 33 - PERSONAL LEAVE

An employee shall be permitted seventy-two (72) hours of personal leave per year after one (1) year of services. A request for personal leave must be made to the Fire Chief, or his authorized representative, not prior to twelve (12) calendar days nor less than one (1) hour prior to the time requested off. A request for personal leave shall be granted if the granting will result in the employer not having more than three (3) firefighter "scheduled off" for that time. Personal leave shall not be granted for a paid holiday designated in the Contract. Personal leave once granted to an employee may be canceled no less than twenty-four (24) hours prior to the scheduled starting time, except in extreme emergency with the approval of the Fire Chief and/or their designated representative.

Personal leave may be taken as a twenty-four (24) hour day or in twelve (12) hour segments commencing at either 0800 or 2000 hours. Personal leave requests received after 0800 hours for the second half of that shift shall not be granted if the granting creates an overtime position that cannot be filled by off duty personnel.

ARTICLE 34 - VACATION LEAVE

Section 1 - Eligibility and Amount

- (a) Employees shall be eligible for annual vacation days with pay on the following basis:

After 1 year of service	-	6 Days
After 3 years of service	-	8 Days
After 5 years of service	-	10 Days
After 10 years of service	-	11 Days
After 15 years of service	-	12 Days

Effective January 1, 2000 add:

After 20 years of service	-	14 Days
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- (b) Employees shall be eligible for the increase in their vacation days based upon their years of service as of their anniversary date. Employees shall be eligible to use these additional days after their anniversary dates.

- (c) In the case of an employee who has less than one (1) year of service at the time of vacation scheduling, the employee shall receive a proportionate number of vacation days, in relation to that portion of the year the employee has been employed, to be scheduled between their one year anniversary date and December 31st of that year.

ARTICLE 34 – VACATION (con't)

Section 2 - Scheduling

- (a) No more than two firefighters may be scheduled on vacation leave during the same time.
Vacation leave may be scheduled when it does not create more than three (3) firefighters scheduled on personal leave, vacation leave, and compensatory time combined during the same time.
- (b) Two officers on the same shift shall not be scheduled on vacation leave during the same time.
- (c) Vacation leave may be canceled no less than four (4) calendar days prior to the scheduled starting time, except in emergency situations with the approval of the Fire Chief and/or their designated representative. Firefighters on the affected shift should be notified by the Officer In Charge upon cancellation of any vacation leave that creates an opening that did not already exist for that time. Such time shall be awarded according to seniority to those requesting within the first eight (8) hours after notification. After this initial eight (8) hour period, such time shall be awarded to those requesting on a “first come-first served” basis.

ARTICLE 34 – VACATION (con't)

Section 3 - Choosing Vacations

The annual choosing of vacation leave for the following year should be started by December 1st and completed by December 20th whenever possible. Vacation leave shall be chosen starting with the most senior firefighter on each shift as of December 1st, and continuing down the seniority list until each firefighter has chosen their vacation as listed below:

Step (1)

For initial scheduling purposes firefighters shall be allotted the following summer (April through September) and winter vacations:

After 1 year of service	- 3 summer & 3 winter days
After 3 years of service	- 4 summer & 4 winter days
After 5 years of service	- 5 summer & 5 winter days
After 10 years of service	- 6 summer & 5 winter days
After 15 years of service	- 6 summer & 6 winter days

Effective January 1, 2000

After 20 years of service	- 7 summer & 7 winter days
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Each employee may choose one (1) winter and one (1) summer vacation. Employees may choose up to their maximum allotted days for each period as outlined above. The choice of days must be consecutive. An employee may choose less than the maximum allotted days and either choose the remaining days in Step 2 or leave them unscheduled. It shall be the responsibility of the firefighter to schedule and use the remaining days within the terms of the collective bargaining agreement by December 31 of the year the vacation is to be taken or lose them.

ARTICLE 34 – VACATION (con't)

Step (2)

After the completion of Step 1, any days open for vacation may then be scheduled according to seniority. These days need not be scheduled consecutively nor within the winter/summer time constraints of the initial Step 1 scheduling. After the lowest seniority firefighter on the shift has made their selections the Officer In Charge shall post the scheduled vacation leave for the shift.

Step (3)

After the completion of Step 2, any days open for vacation may be chosen on a “first come-first served” basis.

Section 4 - Vacation 1/2 Days

Up to forty-eight (48) hours of vacation leave may be chosen in twelve (12) hour segments commencing at either 0800 or 2000 hours on Saturday and Sunday, or at 2000 hours on weekdays. A request for this leave must be made to the Fire Chief, or their designated representative, not prior to twelve (12) calendar days nor less than one (1) hour prior to the requested time off. These requests shall not be granted if they create an overtime situation.

ARTICLE 34 – VACATION (con't)

Section 5 - Banked Vacation Days

Employees who have completed 22 years of credited service shall be allowed to bank up to six (6) vacation days in each of their 23rd and 24th year of credited service in accordance with Article 42, Section 2 or Article 35, Section 8 (c). At the end of their 24th year of credited service, the vacation days previously banked shall remain banked and they shall not be allowed to bank any additional vacation days. Banked vacation days shall be paid to the employee in conjunction with their early out or terminal leave options.

ARTICLE 35 - SICK LEAVE

Section 1

Any full-time officer or regular firefighter who has been continuously on the active payroll of the Ypsilanti Township Fire Department for six (6) months, and is unable to work because of a bona fide non-occupational personal illness or injury or the serious illness or injury or death of any member of their immediate family, shall be entitled to sick leave with pay in accordance with the provisions herein set forth.

Section 2

A new employee will receive three (3) working days of sick leave credit on the first day of the month in which the employee completes the first six (6) month of employment. Each employee will thereafter receive one (1) working day of sick leave credit for each month of subsequent service.

Section 3

Any employee to receive benefits under the plan may draw upon their accumulated sick leave credits if they are absent during their scheduled days because of:

- (a) Their bona fide non-occupational personal illness or injury;
- (b) The illness or injury of a member of their immediate family, namely: spouse, child, step-child, or any family member who lives with or under the support of said employee.

ARTICLE 35 – SICK LEAVE (con't)

- (c) The serious illness or injury of a member of their immediate family, namely: parent, parent-in-law, brother, sister, or grandchild subject to verification by medical certificate of illness.

Section 4

An employee who calls in sick may report for duty under the following scenarios:

- (a) If, when the employee calls in, they are able to designate a time they will be reporting for duty, or
- (b) If the employee calls in and later determines they are able to report to work:
 - (1) If overtime was called, the return shall be at the discretion of the employee called for overtime and shall be coordinated through the shift officer. OR
 - (2) If no overtime was called, the employee shall notify the shift officer and shall report for duty.

When an employee leaves work because of illness before the completion of their shift, whether they return to work or not, they shall be charged for the time missed against their accumulated sick leave.

Section 5

The Department may investigate any illness or injury and may require a certificate from a doctor that the illness or injury is bona fide. Sick leave credits will not be allowed when absence is due

ARTICLE 35 – SICK LEAVE (con't)

to the use of narcotics or intoxicants, willful misconduct, or any injury incurred while self-employed, or employed by other than the Department. Any time taken off under the pretext of sickness when an employee does not have sick leave credits shall be considered unapproved time off unless the employee returns to work with a doctor's certificate stating that it was necessary for them to be off work on leave without pay. Proper disciplinary action will be taken by the department in any case where it finds abuse.

Section 3,4 and 5 may be periodically reviewed to evaluate and modify at the request of either party.

Section 6

Sick time will be allowed to accumulate to a maximum of one hundred (100) days. Payment will be made on July 1 of each year for one hundred percent (100%) of all accumulated sick time in excess of one hundred (100) days. The period used for determining the payment will be January 1 to December 31 of the preceding year. All sick days due employees shall be entered in the sick leave book not later than December 31 of the year in which they are accumulated and this total shall be used as the basis of sick leave pay out. These days shall be paid at the employee's current rate on the date of payment.

ARTICLE 35 – SICK LEAVE (con't)

Section 7

Upon retirement, an employee would have the option to receive either a lump sum payment of fifty percent (50%) of their accumulated sick time, as heretofore defined, or to begin a terminal leave which would pay one hundred percent (100%) of the accumulated sick time on a weekly basis.

Section 8

- (a) Retirement benefits and terminal leave, if opted, will be drawn simultaneously upon retirement from the Department. It is understood that a person on terminal leave will be considered a retiree as defined in the contract.
- (b) Terminal leave, as used herein, is defined as the means of drawing one hundred percent (100%) of accumulated sick leave upon actual retirement from the Township.
- (c) An employee in their twenty-fifth (25th) year of retirement credited service shall have an "early out" option of using all or part of their accumulated sick leave credit and/or banked vacation days immediately prior to their approved retirement date for their last scheduled duty days. The employee must notify the Employer of their intent at least sixty (60) calendar days prior to utilization of these sick leave credits and/or banked vacation days in this manner so that the Employer may make scheduling arrangements. While on this leave, the employee shall be eligible for all fringe benefits except that they shall not

ARTICLE 35 – SICK LEAVE (con't)

accrue sick days or vacation days. An employee who chooses this option may not return to service without the approval of the Fire Chief.

Section 9

Any employee who leaves the Department for reasons other than just cause termination, retirement, medical reasons, or as in Section 8(c) above, will be paid for one-half (1/2) of their unused sick leave. They shall not be allowed the terminal leave option. Employees terminated for just cause shall not be paid for any unused sick leave.

Section 10

In case of death while actively employed, the employees beneficiary shall be paid fifty percent (50%) of the employees unused sick leave.

ARTICLE 36 - DUTY DISABILITY LEAVE

Section 1

An employee who is absent from work because of occupational injury or disease arising out of and in the course of employment, compensable under the Worker's Compensation Act of the State of Michigan, will be paid straight time wages for the loss of all scheduled work hours caused by such injury or disease, less the amount of payments made under the Worker's Compensation Act. To remain eligible for salary continuation during the period of compensable injury, the employee must submit a monthly doctor's statement to the Human Resources Department certifying their continued disability and incapacity to perform their duties. Failure to provide this certification may result in the termination of the salary continuation. An employee shall not be charged sick time if injured on the job.

Section 2

Employees who go on workers' compensation shall have their unused vacation days frozen at the time they go on workers' compensation. They shall not accrue any vacation or sick days after being on workers' compensation leave for six (6) months. If the employee returns to work in a subsequent calendar year, he/she will be allowed to utilize those previously frozen vacation days along with those accrued during the time actually worked by the employee in the previous year. This amount utilized shall not however, exceed the employee's normal annual allotment of vacation days.

ARTICLE 37 - LIMITED DUTY

When an employee of the department is temporarily unable to perform the essential duties of their position due to injury, illness or pregnancy, documented by a physician's certification, the employee may request a limited duty assignment. The Township shall assess its needs, available assignments and tasks within the Fire Department to determine if a limited duty assignment can be made available and then determine if the individual is capable of performing this work. A limited duty assignment can not displace a person in a bid position unless agreed to by the person occupying the position and the union.

The Management of the Fire Department shall prescribe hours of work for limited duty assignments. An employee on a twenty-four (24) hour shift when assigned to a limited duty assignment of forty (40) hours or less per week will be paid their hourly rate at a multiplier of 1.5 for all hours worked. Consequently, any time taken off while on this limited duty assignment of forty (40) hours or less, will be charged to the employee's time bank at the same multiplier of 1.5 for all hours taken. Persons who work a forty (40) hour shift shall be paid their straight time for hours worked in a limited duty assignment. An employee on a limited duty assignment shall receive all other benefits normally received on regular duty assignment. In no event shall a limited duty assignment last more than six (6) months.

ARTICLE 38 - BEREAVEMENT

Section 1

In the event of the death in an employee's immediate family, namely; spouse, child, step child, parent, step parent, grand parent, grand child, brother, sister, or current spouse's parent an employee shall be granted funeral leave credit for duty days falling within three calendar days prior to the day of the funeral and one calendar day following the day of the funeral.

In the event of a death in the employees extended family, namely; great grand parent, step brother, step sister, brother-in-law, sister-in-law, aunt or uncle in direct blood relation shall be granted funeral leave credit for duty days falling within two calendar days prior to the day of the funeral and ending on the day of the funeral.

Funeral leave days for the above named relatives are not to be deducted from the employee's accumulated sick time. Any additional leave time requested for the bereavement of a member of the employee's immediate family or for the bereavement of a person of significant relationship to the employee shall be deducted from the employee's time bank in the following sequence: sick time, personal time, vacation time.

An employee shall be eligible to receive the above benefits provided notification is given to the department prior to the date of the funeral and the employee provides verification of this fact to their supervisor.

ARTICLE 38 – FUNERAL LEAVE (con't)

Section 2

An employee scheduled off on vacation, personal leave or compensatory time who has a death in their family and is eligible for benefits in accordance with Section 1 of this article may reschedule their vacation, personal leave or compensatory time for a later date providing they notify the department prior to the date of the funeral and provides the department with verification of attendance.

ARTICLE 39 - INSURANCE

Section 1

The Township shall obtain and pay the full cost of providing term life insurance in the amount of \$35,000 death benefit for all employees who have completed ninety-days of employment. This insurance shall include coverage for accidental death and dismemberment.

Section 2

The Traditional Michigan Blue Cross and Blue Shield Master Medical health insurance benefit with a \$2.00 prescription drug and optical rider shall be provided for all employees and their families at no cost to the employees. This coverage shall become effective on the employee's date of hire.

Section 3

The Township will provide for each employee and family, dental insurance coverage at no cost to the employee. Dental insurance coverage shall be provided under the Delta Dental Program Class I, II, and III. The Township will provide the Delta Dental 100-50 plan. Dental coverage shall become effective on the employees 61st day of employment.

ARTICLE 39 - INSURANCE (con't)

Section 4

The Township shall provide bargaining unit members with the option of selecting their health insurance carrier. The selection will be on an annual basis, if allowed by the carrier, and must be done prior to March 1 of each year. The selection shall be made from the current Blue Cross policy and an HMO selected by the Employer and Union. The Employer, however, shall not be required to make payments for alternate health coverage above the current Blue Cross premium amount. Should the employee wish to participate in the HMO, the employee through payroll deduction shall pay any increase in cost above the Blue Cross premium.

Section 5

The Township shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Township if they are covered under the health insurance of their spouse, significant other, or another employer. These employees who chose to withdraw shall receive annually a \$2,000.00 payment in lieu of health insurance. This payment shall be made in two installments: one in March and one in October. To participate in this plan, the employee must notify the Employer prior to March 1 of each year and provide verification of the alternative coverage.

If the employee has a "life event" as defined in section 125 of the Internal Revenue Code, they shall notify the Township Human Resources Department immediately and will be returned to the Township coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow.

ARTICLE 39 - INSURANCE (con't)

The employee shall refund to the Township a pro rata amount of their payment based on when the employee is returned to the regular coverage. If for any reason their plan shall jeopardize the tax-exempt status of the health benefits for other employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.

Section 6

There shall be no double coverage of employees. If the spouse of an employee covered by this collective bargaining agreement is also a Township employee, they must choose which coverage to be under, as they will not receive both. They will receive the \$2,000.00 annual payment in lieu of the second health care coverage, once they are outside of the second coverage.

Section 7

An employee who has a disabled person(s) other than their spouse or eligible dependent children who are either related to the employee by blood or marriage and who live in the home of the employee and qualify as a dependent for purposes of the employee's federal income tax, shall have made available to them a rider for "Sponsored Dependent" health care coverage as provided by the employees' selected health insurance carrier. This coverage shall be provided at the expense of the employee with payment due by the fifth of the month prior to the month of coverage.

ARTICLE 40 - PHYSICAL FITNESS

Section 1

The Township shall provide at its expense a physical examination for each employee in accordance with NFPA 1582, Standard on Medical Requirements for Fire Fighters. Said physical shall be mandatory for all employees and arrangements shall be made by the Employer. Said physical will include an electrocardiogram and may include a chest x-ray at the employee's option and at the physician's discretion. The employees shall furnish the Employer with a signed release before taking the physical examination. Copies of the results of the physical shall be furnished upon request to the employee's doctor. Physical examinations will be scheduled while the employee is on duty whenever possible. An Employee scheduled for physical examination while off duty shall be compensated at the applicable overtime rate.

Section 2

A physical fitness/wellness program shall be provided to the employees at the expense of the Township. The physical fitness/wellness program shall be comprised of an initial evaluation; ongoing service re-evaluation; program supervision by trained personnel; and an educational program designed to meet the needs of the firefighters. The Township will provide for the equipment and the preventative maintenance and repair of the equipment to insure the continuation of the program. Participation in the physical fitness/wellness program is mandatory

ARTICLE 40 – PHYSICAL FITNESS (con't)

and will be scheduled into the workday. The Letter of Agreement entered into by the parties, November 1996, details the scope of the physical fitness/wellness program and is included in this contract as a reference document.

ARTICLE 41 - EDUCATION & TRAINING

Section 1

The Township agrees to pay for tuition for educational and training courses for which the employee has received prior approval of the Fire Chief to attend and the courses have been successfully completed by the employee by the receipt of a passing grade, if one is given, or receipt of a certificate of completion.

Section 2

The Township agrees to reimburse the employee for the cost of books for all job related courses. For non-job related courses, the Township will reimburse the employee up to \$125.00 per course for books upon presentation of a receipt. Any reimbursement for books will be contingent upon the employee receiving a passing grade, if one is given, or receipt of a certificate of completion. Books are to remain the property of the employee.

Section 3

In the event that the Township pays for expenses in advance and the employee does not attend or complete the course, the employee shall reimburse the Township. It is understood that circumstances such as personal illness or family illness may arise and that this repayment may be waived for valid reasons as determined by the Fire Chief or the Human Resources Director.

ARTICLE 41 – EDUCATION & TRAINING (con't)

Section 4

Employees shall be released with pay for job related courses which have been requested by the Firefighter and approved by the Fire Chief. No more than two (2) employees on any shift may be released for such classes at any one time. If more than two (2) employees request time off, it shall be determined by seniority of the employees requesting time off who shall receive the time off.

If granting the time off will require calling someone in on overtime, the employee requesting such time off shall be released without pay. If no employees can be found to work the overtime assignment, then the employee will not be released. Exceptions may be granted at the discretion of the Fire Chief.

Section 5

No more than two (2) employees per shift shall be released with pay to attend Michigan Firefighter Training Council approved fire officer training courses applicable to their next level of promotion without regard to section 4 above. Procedure for selection shall be developed by Local 1830 and submitted to the Fire Chief.

ARTICLE 41 – EDUCATION & TRAINING (con't)

Section 6

The Township shall have the right to schedule up to two (2) departmental meeting or training sessions for all employees annually. Employees shall be expected to attend unless they have prior approval from the Fire Chief or the Human Resource Director to be excused. Off-duty personnel will be compensated at one and one-half (1-1/2) times their hourly rate.

ARTICLE 42 - RETIREMENT

Section 1

All employees of the Ypsilanti Township Fire Department shall be covered under Act 345 of the Public Acts of 1937, as amended.

Section 2

All employees of the Ypsilanti Township Fire Department may retire upon written notice to the Human Resources Department and copied to the Retirement Board, after completing twenty-five (25) years of credited service with the Ypsilanti Township Fire Department, as described in Act 345 of the Public Acts of 1937, as amended. The figure of 2.5% shall be used to compute the retirement benefits of the retiree. Employees shall be entitled to the Military Service Credit as provided in Act 345. Final Average Compensation shall be calculated on the three (3) years of highest annual compensation received by an employee during the ten (10) years of service immediately preceeding retirement. Effective as of January 1, 2000, the figure of 3% shall be used to compute the retirement benefits of the retiree.

Section 3

The employee contribution to retirement shall be five (5) percent of gross earnings. Effective January 1, 2000 the employee contribution to retirement shall be six (6) percent

ARTICLE 42 – RETIREMENT (con't)

of gross earnings. Employees hired on or after January 1, 2000 shall contribute seven (7) percent of the gross earnings to retirement.

Section 4

For all employees who retire after January 1, 1989, the Township shall provide life insurance in the amount of \$35,000.00 without accidental death and dismemberment until the employee reaches age 65. At age 65, the life insurance benefit shall be reduced to a \$5,000.00 death benefit only.

Section 5

Employees, who retire after January 1, 1989, shall continue to receive the health coverage listed in this Agreement until age 65. The Township shall pay for this coverage if not provided by the Retirement Fund. At age 65, the Township shall provide these employees only with a Medicare supplement instead of the health care coverage in Article 39. The Township shall provide coverage for the employee's family so long as the employee is living. If the employee's spouse reaches age 65, the Township shall provide the spouse with the above Medicare supplement as long as the employee is living.

The full cost of the health care benefits for retired employees shall be paid from a voluntary employees' beneficiary associations established by the Township, which shall be considered part of the Retirement Fund. These health care benefits shall be considered

ARTICLE 42 – RETIREMENT (con't)

included in the “pensions and benefits payable” from the Retirement Fund for purposes of Act 345. These health care benefits will be funded through the voluntary employees’ beneficiary association in the same manner as the pension benefits are currently funded, from appropriations made by the Township pursuant to Act 345.

ARTICLE 43 - LOST PERSONAL ITEMS

Section 1

Management agrees to replace or reimburse the employee for any watch or corrective lenses up to a maximum of \$250.00, any hearing aid up to a maximum of \$500.00, any badge, name bar, or collar pin, damaged or lost in the performance of duties, provided the employee has registered said articles prior to the loss with the Fire Chief, stating the make, model, number, style and cost. Upon losing or damaging such item, the employee must notify management in writing of the covered article that is lost or damaged and the circumstances.

ARTICLE 44 - TESTING OF AERIAL APPARATUS

All aerial devices shall be tested according to NFPA Standard 1914. A true copy of the test results shall be supplied to the union and each member of the Joint Labor Management Team.

ARTICLE 45 - CENTRAL DISPATCH

The Township shall have the right to establish a central/regional dispatch system to handle emergency calls. If such a system is established, there shall be no reduction in fire department staffing levels as a result of the Township's participation in a central/regional dispatch system.

ARTICLE 46 - RESIDENCY REQUIREMENT

Any member of the Ypsilanti Township Fire Department shall reside within thirty (30) miles of the Township boundaries. Exceptions may be granted by the Township Board.

ARTICLE 47 - GENERAL

Section 1

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, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree 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

A copy of this Agreement shall be distributed by the Township to all employees of the Fire Department, with extra copies supplied to the Union. The Township shall provide sixty (60) copies within thirty (30) days of signing the final agreement.

ARTICLE 48 - MAINTENANCE OF CONDITIONS

Section 1

The Township will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement contrary to the provisions of this Agreement or otherwise.

Section 2

Management reserves the right to make reasonable work rules.

Section 3

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, the Township shall take amendatory or other action to render such ordinance or resolution compatible with this Agreement.

ARTICLE 49 – WAIVER CLAUSE

Each party hereto agrees that the other party shall not be obligated to bargain collectively with respect any subject or matter not covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

LETTER OF AGREEMENT - 1

Fire Department operations and the increase in wage and fringe benefits set out herein will cause the Fire Department expenditures to exceed projected revenues and reserves under the current millage levy for fiscal year 2003 and perhaps as early as fiscal year 2002. The current millage levy for the Fire Department is authorized through 2001. It is agreed that the Township shall seek a millage renewal and increase sufficient to fund the collective bargaining agreement provisions. If either or both proposals fail, the Township shall, as soon as feasible seek a second millage renewal and/or increase sufficient to fund the collective bargaining agreement. If the second millage effort fails, the Township shall have the right to re-open the collective bargaining agreement for the purpose of renegotiating the wage provisions for the remaining term of the agreement. The Fire Department millage proposals shall not be tied to any other millage proposal.

LETTER OF AGREEMENT - 2

The Charter Township of Ypsilanti and Ypsilanti Township Fire Fighters Local 1830 agree to the following:

- 1) Both parties agree to the consolidation of the Holmes Road Fire Station and the Central Fire Station with the relocation of the Holmes Road Fire Station staff to the Central Fire Station. Both parties support this consolidation as a safer and more efficient means of delivering services to the residents of Ypsilanti Township.
- 2) To insure existing levels of protection to the first response areas, both parties agree that following this consolidation, the Department will maintain a minimum deployment of five (5) fire suppression personnel at the Central Fire Station, two (2) at Station 3, and two (2) at Station 4. Any remaining fire suppression personnel at the Central Fire Station will be used to fill absences at substations created by employee leave time. At the request of either party, the parties shall meet to discuss this staffing allocation. If the parties agree to a change in the allocation, they shall incorporate the change into a supplemental letter of agreement.
- 3) The parties acknowledge that upon implementation of this agreement rebidding of station assignments will be necessary.
- 4) The parties agree that this letter of agreement shall be a supplement to their 1998 through 2003 contract.

LETTER OF AGREEMENT

November, 1996

THIS LETTER OF AGREEMENT is entered into between the Charter Township of Ypsilanti and Fire Fighters Local 1830 for the purpose of fulfilling the requirement set forth in Article 14. Physical Fitness, Section 2 of the Collective Bargaining Agreement reached by the parties on December 7, 1995.

Article 14, Physical Fitness, Section 2 states "The collective bargaining unit shall present a physical fitness proposal for implementation that is acceptable to the Township Board."

IT IS THEREFORE AGREED AS FOLLOWS:

PROGRAM SCOPE: The physical fitness program shall be comprised of 1) an initial evaluation component, 2) an ongoing service re-evaluation, 3) program supervision by trained personnel, and 4) an educational program designed to meet the needs of the fire fighter. The specifications listed below are to be considered as minimum program requirements.

ARTICLE ONE - FITNESS ASSESSMENT AND TESTING

The American Heart Association and the American College of Sport Medicine guidelines shall be utilized for medical testing procedures as outlined below:

Section A - Medical History Review

1. Medical History Questionnaire
2. Review Present Medical Symptoms
3. Coronary Risk Factor Profile

Section B - Health Risk Appraisal

1. Medical History and Behavior Evaluation
2. Specific Health Recommendation by Physiologist

Section C - Nutritional Profile

1. Assess Participant's Dietary Habits/Needs
2. Recommend Specific Dietary Profile

Section D - Anthropometric Measures

1. Estimate of Total Body Fatness
2. Calculate Desired Body Weight

Section E - Cardiorespiratory Fitness

1. Determination of Maximal Oxygen Uptake Through Submaximal Exercise
2. Testing Procedures
 - a. Nine to Twelve Minute Application
 - b. Progressive Work Presented in Three to Four Minute Stages
3. Monitoring of Vital Signs, Perceived Exertion and Skin Color

Section F - Strength, Endurance, and Flexibility Testing

1. Upper Body
2. Lower Body
3. Low Back Flexibility

ARTICLE TWO - EXERCISE PRESCRIPTION

The exercise prescription shall be made utilizing guidelines approved by the American College of Sports Medicine. Each participant shall receive an individualized exercise prescription based upon the following: health risk status, current fitness status, individual needs, interest and objectives, and the occupational need. Endurance exercise shall be prescribed in terms of intensity, duration, and frequency with specific target heart rates, and exercise workloads given. Strength training shall be prescribed in terms of intensity, volume, and frequency that is based upon a minimal standard reflecting occupational requirements.

ARTICLE THREE - PROGRAM MAINTENANCE AND SUPERVISION

Maintenance and supervision of the fitness program shall require four hours of professional services per week. The professional services listed below shall be provided to insure maintenance of the program and participant supervision.

Section A - Development of Operating Policy and Procedure

Reference resources such as, but not limited to, the National Fire Protection Association, the United States Fire Administration, the International Association(s) of Fire Fighters and/or Fire Chiefs, and the local insurance carrier (Meadow Brook Claims Service) representing the Charter Township of Ypsilanti may be utilized to develop standard operating procedures and policies that are to apply to the physical fitness program. This document will define entry, assessment, and minimal exercise standards. Additional information will describe safety precautions, record maintenance, program evaluation, emergency procedures, and equipment maintenance.

Section B - Health and Fitness Assessments

The health and fitness procedures described above will be provided on a semi annual basis with the professional staff arranging convenient scheduling for participants to undergo the screening.

Section C - Continuing Education

The professional staff shall provide at a minimum quarterly educational programs and materials, with each session containing a minimum contact time of two hours. These programs and materials shall be in regards to exercise and general health related topics.

Section D - Records and Data Collection

The professional staff shall develop a recording system which will document the facility usage and specific participant training.

Section E - Quarterly and Annual Reports

The professional staff shall prepare regular reports describing participation in the program and its effectiveness.

Section F - Annual Preventive Maintenance

The professional staff shall maintain equipment records and schedules, and provide annual preventive maintenance on all equipment.

ARTICLE FOUR - PROFESSIONAL STAFFING QUALIFICATIONS

All professional staff responsible for the above services will have demonstrated academic excellence in completing a four year degree program in exercise physiology or have a Michigan licensure as a registered nurse. All staff will have completed a qualified hospital based program in cardiac rehabilitation, have demonstrated experience and competency in graded exercise testing and exercise prescription, and shall either have certification as an exercise specialist by the American College of Sports Medicine or be eligible for that certification.

THE PARTIES FURTHER AGREE TO THE FOLLOWING:

1. Participation in the physical fitness program shall be mandatory for members of Local 1830. The physical fitness program shall be recognized as daily scheduled training permitting all on duty fire department personnel access to the central facility during reasonable business hours to participate in their prescribed physical fitness program. Scheduling of physical fitness training shall take into consideration time periods of high incident response occurrences.
2. Stations Three and Four shall be individually equipped with a Schwinn Air-Dyne, a set of dumb-bells of five pound increments ranging from five to sixty pounds, an appropriate dumb-bell rack, and a multi-station single stack weight machine. The above equipment shall be available to on duty personnel in the event of extenuating circumstances that would prevent sub-station personnel from participating in their prescribed physical fitness program at the central facility during regular business hours. If purchasing the listed equipment is prohibited in 1996 due to budget restraints, a subsequent purchase process shall be initiated in 1997. In addition, personal physical fitness training equipment shall be permitted in conjunction with departmental physical fitness training equipment.
3. Only the professional staff shall have access to information concerning individual employees, including, but not limited to, test results, prescriptions, and achievements, which information shall remain strictly confidential following established policies and procedures of the Charter township of Ypsilanti Personnel Manual. The Township shall have access to all statistical data results of fire department personnel as a group, but shall not be entitled to receive or review any individual results. At no time shall disciplinary action be taken against an employee of the fire department for failure to produce positive results and/or progress, or in meeting any service performance standards.



4. All Charter Township of Ypsilanti "regular" employees shall have limited availability to the physical fitness training facility at the central fire station seven days a week at reasonable times to be coordinated between the Human Resources Department and the Fire Department. It shall be the responsibility of the Human Resources Department to develop and implement policies and procedures for participating township employees outside the fire department. All Township employees, prior to utilizing the physical fitness facility shall have a medical clearance from their family physician and shall receive an orientation comprising of equipment familiarization and maintenance, and respective facility policies. Facility use by township employees shall be limited to the physical fitness facility, the public restrooms and drinking fountain adjacent to the lobby.

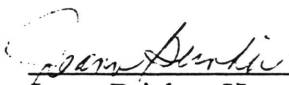
5. Participating township employees outside the fire department shall be required to present an individual photo identification card issued by the Human Resource Department to gain entry to the physical fitness facility. All township employees shall be required to sign a roster after gaining entry through the lobby and upon exiting the facility.

6. A physical fitness training dress code shall be developed and incorporated into the department dress code. The Human Resource Department shall establish a dress code for township employees outside the fire department that reflects similar standards of appropriate athletic attire.

This Letter of Agreement shall be considered as a supplement to the current collective bargaining agreement.

Charter Township of Ypsilanti

Firefighters Local 1830


Joann Brinker, Human Resource Dir.


Larry James, President Local 1830

11/20/96
Date

11-22-96
Date

**UNION CONTRACT BETWEEN
THE CHARTER TOWNSHIP OF YPSILANTI AND
MEMBERS OF FIRE FIGHTERS LOCAL UNION 1830
EFFECTIVE JANUARY 1, 1998 – DECEMBER 31, 2003**

Approved by Management:

By: Karen Lovejoy-Roe
Karen Lovejoy-Roe, Supervisor
Charter Township of Ypsilanti

7/21/99
Date

By: Brenda L. Stumbo
Brenda L. Stumbo, Clerk
Charter Township of Ypsilanti

7/21/99
Date

By: Larry Doe
Larry Doe, Treasurer
Charter Township of Ypsilanti

7/22/99
Date

Approved by the Union:

By: Keith Harr
Keith Harr, President
Firefighters Local 1830

7-19-99
Date

By: Larry F. Gable
Larry Gable, Vice President
Firefighters Local 1830

7-20-99
Date

By: Phillip O. Caldwell
Phillip Caldwell, Recording Secretary
Firefighters Local 1830

7-19-99
Date

By: Mike Colter
Mike Colter, Treasurer
Firefighters Local 1830

7-20-99
Date



