

4286

12/31/2002

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

THIS AGREEMENT, Entered into and effective January 1, 1999 between the Charter Township of Bangor, hereinafter called the "Township", and Local No. 1682 of the International Association of Fire Fighters, also known as the Bangor Township Fire Fighters Association, hereinafter called the "Union".

ARTICLE I
RECOGNITION

Section 1.1 Bargaining Unit

The Township recognizes the Union as the sole and exclusive collective bargaining agent in respect to rates of pay, wages, hours of employment, and working conditions for the full-time Fire Fighters employed by the Township, excluding the Chief, but including the Assistant Chief and other employees subordinate to the Chief.

Section 1.2 Agency Shop

The Township agrees that all employees in the bargaining unit shall be members in good standing of the Union. Any member of the bargaining unit who is not a member of the Union on the date of execution of this Agreement shall become a member of the Union fifteen (15) days after date of execution of this Agreement. Any employee who chooses not to become a member of the Union will pay equivalent sums to cover the Union services, as exclusive bargaining agent. Further, any employee hired after date of execution of this Agreement shall become a member of the Union after a thirty (30) day period or pay equivalent sums to cover the Union services. Any member of the bargaining unit who is not a member in good standing with the Union or any member who will not pay equivalent sums for the Union services shall not be retained by the Township. This shall be a condition of employment.

Bangor Township

Section 1.3 Dues

The Township shall deduct, as dues, from the pay of each employee the required amount for the payment of Union dues. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, shall be forwarded to the Union Treasurer within ten (10) days after such collections have been made.

Section 1.4 Bulletin Boards

The Union shall be provided suitable bulletin boards including at least one (1) at each station for the posting of Union notices or other materials; such boards shall be identified with the name of the Union, and the Union may designate persons responsible therefore.

Section 1.5 Continuation of Working Conditions

The Township agrees to maintain all present conditions of employment that are specifically accorded the employee, or were or are awarded to them by practice and custom, where said conditions relate to vacations, wages, hours, and conditions of employment and are now in effect by rule or custom or practice, except where said conditions are provided for in this Agreement, and in such event, this Agreement shall

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control. This provision shall not apply to inadvertent or bona fide errors made by the employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date said error becomes known to the parties.

Section 1.6

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Township or in any way abridging or reducing such authority.

Section 1.7 Union Business

Any one member of the Union collective bargaining committee may have time off without loss of pay for collective bargaining negotiations if he is scheduled to work, if the time off doesn't interfere with department operations and doesn't necessitate overtime; if no one on the collective bargaining committee is scheduled to work, no one will receive pay. A current list of Union Executive Board members and Collective Bargaining Committee members shall be forwarded to the Fire Chief in writing.

ARTICLE II. **HOURS OF WORK**

Section 2.1 Fire Fighting Force/Twenty-four (24) Hour Personnel

Effective January 1, 1996, the scheduled workday will consist of twenty-four (24) consecutive hours. Twenty-four hours shall be defined as a shift. The starting time of each shift will be 8:00 a.m. Fire Fighters shall be required to work an average of 56 hours per week, with a minimum of 9 shifts for each twenty-eight day period.

Section 2.2 Trading of Time by Employees

Trading of time shall be permissible with prior notice to the Chief or Officer in charge of the Department when the Chief is not available.

Section 2.3 Like Work-Like Pay Provision

When an employee is assigned to a higher classification by the employer, he shall be paid the rate of the higher classification. Like pay for like work shall be compensable for only the actual time on duty in the respective acting capacity. In the event of the trading of time no compensation shall be paid.

ARTICLE III. **VACATIONS**

Section 3.1

Fire Fighters shall receive vacation benefits as outlined below:

A. As of an employee's first anniversary date from his/her date of hire, he/she shall be credited with 120 hours to be used between the first and second anniversary dates, to be taken consecutively or separately.

B. As of an employees second anniversary date from his/her date of hire, he/she will be credited with 16 hours times the number of months until December 31st of that year to be taken consecutively or separately. If the seniority date falls in November or December, those hours (up to 32) may be carried over to the next calendar year. From that point forward, he/she will be credited with 192 hours annually to be taken consecutively or separately.

C. As of the employee's 10th anniversary date from his/her date of hire, he/she shall be credited with 216 hours to be taken consecutively or separately on an annual schedule. Thereafter, during the calendar year of which an anniversary date of hire occurs, each employee's total number of credited vacation hours shall be increased by 24 hours for each year of service thereafter to a maximum of 312 after the 14th anniversary from his/her date of hire as follows:

After 11 years, 240 hours
After 12 years, 264 hours
After 13 years, 288 hours
After 14 years, 312 hours

All vacation requests must be approved by the Chief who shall have the sole responsibility for the vacations scheduled. Employees claiming priority by virtue of seniority shall be required to choose vacation days by February 1 of each year. Vacation to be scheduled in minimum of four (4) hour blocks. Vacations will be granted on an annual schedule, between January 1 and December 31.

Section 3.2 Unused Vacation

Unused vacation shall not be paid or carried over to any future year or time.

Section 3.3 Vacation Carryover

If any employee is deprived of a scheduled vacation by action of the employer, the employee shall be entitled to elect whether to accept pay for the deprived vacation or to reschedule it. In the event that the employee elects to reschedule a deprived vacation, he/she shall be entitled to priority in rescheduling it. If such deprived vacation cannot be rescheduled during the calendar year in which it is available, the employee shall be entitled to a three month extension of time in which to reschedule the vacation.

ARTICLE IV. HOLIDAYS

Section 4.1 Paid Holidays

The Township agrees to eight (8) paid holidays at the rate of \$150.00 per holiday, said premium to be paid whether the employee works the holiday or not. If the employee works the holiday, he shall be paid straight time pay for the hours worked in addition to receiving the holiday pay. Holiday pay shall be paid quarterly in the amount of \$300.00 on March 31, June 30, September 30 and December 31 of each year. If an employee has worked less than 80% of his scheduled work days in a calendar quarter due to non-duty-related illness or injury, the amount of holiday pay for that quarter will be pro-rated to an amount equal to the percentage of scheduled work days the employee actually did work in that quarter.

Section 4.2 Designated Holidays

The Township agrees that New Year's Day, Good Friday, Memorial Day, Veterans Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas shall be holidays to which the provisions in the preceding Section apply.

Section 4.3 Non-paid Holidays

Christmas Eve and New Year's Eve will be considered holidays for overtime purposes only.

ARTICLE V. LEAVES OF ABSENCE

Section 5.1 Sick Pay

An employee who is sick or injured or otherwise disabled shall be paid his/her regular wages by the employer until such time as he/she becomes eligible to collect long-term disability benefits. A doctor's certificate shall be required of any employee who is sick, injured or disabled three or more consecutive workdays. If the employee fails to submit a doctor's certificate after three or more consecutive workdays off, this will result in loss of wages for said unexcused time off. If an employee is off work for more than 30 consecutive calendar days, he/she shall be required to submit additional doctor's reports on or before the first of the month, every month until the employee returns to work to verify the employee's continued illness, injury or disability. In the event that the Township disagrees with the opinion expressed in the doctor's report or other proofs submitted as required by the preceding sentence, the Township may require the employee to be examined by a doctor chosen by the Township at the Township's expense. In the event that the employee disagrees with the opinion expressed by the Township's doctor, the two doctors shall agree upon a third doctor who shall examine the employee. The opinion of the third doctor shall be binding on both parties. The cost of the third doctor shall be divided equally between the employee and the Township. In the event that any employee shall call in sick more than five non-consecutive work days in any calendar year, the Township may require him/her immediately to be examined by a doctor chosen by the Township at Township expense to verify the current sickness, injury or disability.

Section 5.2 Funeral Leave

Two (2) workdays leave with pay, from notification of death through the day of burial, shall be granted to the employee in case of death of a member of his immediate family. A member of the immediate family shall be defined as wife, husband, child, mother, father, brother, sister, including mother-in-law and father-in-law, sister-in-law and brother-in-law, grandmother and grandfather, and foster parent or legal guardian.

Section 5.3 Personal Leave

Unpaid personal leave may be granted upon recommendation of the Chief with the approval of the Fire Board for any specific reason other than employment for up to 90 days. Any extension of such leave or personal leave for any longer period requires approval of the Township Board. Should the reason for such leave terminate early, the employee will return to work within three calendar days or commencement of their next duty day, whichever occurs earlier, or his/her seniority and employment shall be terminated.

Section 5.4 Jury Duty Leave

An employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend in court as a juror or prospective juror in a Court of Record; provided, however, that the employee shall account to the Township for such sums received in payment-this shall mean that he/she is entitled to receive payment from the Township of only the difference between said compensation and his/her regular pay for that period.

ARTICLE VI **INSURANCE**

Section 6.0

The Township shall pay full premiums and absorb all future increases for the insurance as described below, unless a premium payment limit is specifically set forth.

Section 6.1 Hospitalization

The Township will provide a policy of medical-health insurance for all full-time employees in the bargaining unit and their dependents with optical and dental riders added as agreed upon by the parties, providing, however, the Township shall pay the premium as provided for herein for up to twelve (12) months for employees on job related accident or illness sick leave and up to six (6) months for employees on non-job related accident or illness sick leave, with independent medical examination required if requested by the Township Board. Thereafter, said employee on accident or sick leave may continue said coverage for such time limit and upon such terms and conditions as allowed by the then medical-health insurance contract by personal payment of the premium. Coverage as provided for herein shall be continued for retirees, paid for by the Township until the individual retiree first becomes eligible for Medicare, as long as the total annual policy premium does not exceed One Thousand Nine Hundred and 00/100 Dollars (\$1,900.00), the retiree can avail himself of coverage hereunder by paying to the Township Clerk the difference between the actual policy premium and One Thousand Nine Hundred and 00/100 Dollars (\$1,900.00).

Section 6.2 Life Insurance

Effective January 1, 1996, the Township will furnish Fifty Thousand and 00/100 Dollars (\$50,000.00) group life insurance with double accidental death and dismemberment for all full-time employees in the bargaining unit.

Section 6.3 Dental Insurance

The Township shall furnish and pay for such improvement in dental insurance as agreed upon by the parties. All of the insurance benefits are set forth more specifically in the insurance contracts themselves, copies of which insurance contracts have been or shortly hereafter will be furnished to the Union.

Section 6.4 Long-Term Disability

The Township shall provide an UNUM Life Insurance Company of America 180 day elimination period long term disability policy.

Section 6.5 Maximum Coverage

It is contemplated that all of the aforementioned insurance benefits and plans will be coordinated and construed to the extent possible under the terms and conditions of each policy so as to afford the employees in the bargaining unit the maximum coverage obtainable under any available combination or application of said benefits and plans, and any insurance carrier may be substituted for any named herein, providing the coverage is comparable.

ARTICLE VII. OVERTIME

Section 7.1 Rates

Overtime shall be paid at the rate of one and one-half (1 1/2) times the straight time rate of pay, overtime opportunity to be distributed evenly among the men. When overtime occurs on a Sunday or holiday, the rate shall be two (2) times the straight time rate of pay. For callbacks to an emergency incident, employees shall be paid a minimum of one hour overtime for each callback incident.

Section 7.2 Emergency Overtime

Reserves may be utilized for emergency call back incidents but only after employees in the bargaining unit have been asked to work.

Section 7.3 Compensatory Time Off

An employee who works overtime may elect to receive in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half hours (two hours for Sunday and holiday overtime) for each hour of employment for which overtime compensation would otherwise be required, provided that the employee has not accrued more than 36 hours for 56 hour employees and 24 hours for 40 hour employees hours of compensatory time for hours worked. Comp-time shall not create overtime. Any employee who has accrued the maximum hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. At the time of termination of employment, if an employee has accrued compensatory time off at a rate of compensation not less than: the employee's average regular rate over his last three years of employment; or, the employee's final regular rate, whichever is higher. An employee who has accrued compensatory time off should request comp-time in writing five (5) calendar days prior to said requested time off if the use of the compensatory time does not unduly disrupt departmental operations. The Township shall retain the management right to terminate the election to take compensatory time off at any time. The Township shall retain the management right to eliminate accumulated compensatory time off at any time. In such event, the Township shall pay employees for accrued compensatory time off at the regular rate earned by the employees at the time they receive payment. Any employee desiring to elect to use compensatory time off in lieu of overtime pay shall make such election immediately after working the overtime by notifying the fire department or township official delegated the responsibility of keeping track of overtime in the manner established by the township. In the event that an election to receive compensatory time is not made immediately following working such overtime, overtime shall be paid.

ARTICLE VIII.
STAFFING

Section 8.1 Minimum Staffing

No less than three (3) full time Fire Fighters will be on duty at any time unless a manpower shortage occurs and no full time Fire Fighters are available to work the overtime.

Effective January 1, 2000, no less than four (4) full-time Fire Fighters will be on duty at any time. The Fire Chief or the Fire Marshall may be counted as the fourth (4th) Fire Fighter on duty during such periods that he is actively on duty and is within the boundaries of the Township; in no event shall there be fewer than three (3) full-time Fire Fighters on duty even during such periods that the Fire Chief or Fire Marshall may be counted. During such periods that neither the Fire Chief nor the Fire Marshall may be counted, there shall be four (4) full-time Fire Fighters on duty at all times unless a manpower shortage occurs and no full-time Fire Fighters are available to work the overtime.

ARTICLE IX.
UNIFORMS AND EQUIPMENT

Section 9.1 Uniforms

The Township shall furnish to each new employee three (3) long sleeve, three (3) short sleeve shirts, three (3) work pants uniforms, one (1) winter coat and one (1) lightweight uniform jacket or vest. Uniforms will be replaced if damaged beyond repair or are no longer fit for presentable wear. After ninety (90) days satisfactory service, the Township shall furnish each man with a dress uniform to consist of one (1) pair of trousers and uniform cap, one (1) shirt badge, and one (1) hat badge. All uniforms must be made of blue cloth. Each employee in the bargaining unit will be paid the sum of \$100.00 per year to defray the cost of cleaning uniforms, payment to be made on or before December 31 of each calendar year. In the event any employee shall not work at least 75% of his scheduled work days, the cleaning allowance shall be prorated by the ratio actual days worked bears to days scheduled to work.

Section 9.2 Fire Fighting Equipment

The Township shall furnish fire fighting equipment to consist of helmet with liner, insulated fire boots, coats with liners, and insulated gloves. Fire fighting equipment shall be N.F.P.A. approved.

Section 9.3 Replacement

Fire fighting equipment and uniforms will be replaced when they no longer fit or are presentable for wear.

Section 9.4 Cleaning

The employee will be responsible for the care and cleaning of issued uniforms and fire fighting equipment.

Section 9.5 Township Property

Fire fighting equipment, dress uniforms, and work uniforms will be worn for Fire Department duty and functions only and shall remain property of the Township.

ARTICLE X. SENIORITY

Section 10.1 Seniority

Seniority is hereby granted to all employees of the Township within the bargaining unit. Seniority in the case of the employees of the Township within the bargaining unit is to be determined on the basis of the employee's last date of hire and shall not be affected by race, sex, marital status or dependents of the employee. There shall be no replacement of employees of the Township within the bargaining unit by temporary employees, seasonal employees, or persons on relief rolls.

Section 10.2 Seniority List Determination

At the date of execution of this Agreement, the Township will furnish to the Union a seniority list that is up-to-date and which will show the individual employee's hiring date, name, and seniority period. A new seniority list shall be provided by the Chief, on or before April 1 of each year thereafter. The seniority date of every employee shall be determined by the day, month, and year he/she was last hired by the Township as members of the Township Fire Department. In the case of two (2) or more employees hired on the same date, or in any other case where two (2) or more employees would otherwise be at the same level, seniority will be determined alphabetically by surname. This roster shall be furnished during the term of this Agreement. Said seniority list will be posted on bulletin boards provided by the Township in each station so that each employee may know his/her seniority, and the Township will furnish the Union President the same list at the Union's request. If the seniority date posted is not contested by either party within thirty (30) days (after posting), then said date of seniority is to be presumed conclusively correct.

Section 10.3 Loss of and/or Accumulation of Seniority

An employee may lose his/her seniority for the following reasons only:

1. He/she voluntarily quits Township employment.
2. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement, or by other provisions of this Agreement he/she is discharged and said discharge is not reversed.
3. He/she retires.
4. He shall not accumulate seniority while off sick or on leave of absence for any reason after one (1) year. He shall not lose his seniority while off sick or on leave of absence in any event for one (1) year, provided, however, if his sickness or leave of absence is a result of an accident, or injury on the job, then he shall not lose his seniority for a period of two (2) years or the length of seniority which he has acquired to the date of such accident or injury, whichever is longer.

ARTICLE XI **PROMOTIONS**

Section 11.1 Posting

Classification openings for Lieutenant, Captain, Training Officer, Assistant Chief, Public Education Officer, EMT I/C and Fire Inspector will be posted for 15 days. Testing will occur within 30 days of the final posting day. Testing will consist of a written test, to be agreed upon by the Chief and the Union.

Section 11.2 Seniority Points

Seniority points will be given to each applicant at the rate of 1/2 point for each year of service.

Section 11.3 Oral Interview

An oral interview with a committee of three will be conducted. The committee will consist of two Fire Officers from communities agreed to by the Township and the Union, and a Bangor Township resident mutually agreed to by both the Township and the Union. The Chief and Township Supervisor may sit on the committee as ex-officio members.

Section 11.4 Cumulative Score

The seniority points and final test score will be added together to account for 70% of the total score. The oral interview will account for 30% of the total score. The applicant with the highest total accumulative score will be awarded the position.

ARTICLE XII **LAY-OFF**

Section 12.1 Lay-off

In the event that Bangor Township is required to lay-off employees, the lay-off of employees by the Township shall be determined by seniority. The employee with the least amount of seniority shall be the first employee to be laid off. The employee with the next least amount of seniority shall be the next laid off, etc. In any event, no permanent employee shall be laid off from any position while any temporary or seasonal employee is still employed in the same position.

Section 12.2 Recall to Position

Employees laid off under Section 12.1 above shall be given the opportunity for reinstatement before any new personnel are hired, and those employees shall be reinstated according to the procedure that the last employee that was laid off shall be the first employee to be reinstated. An employee who has been laid off and reinstated shall not lose any seniority accumulated prior to the lay-off.

Section 12.3 Notification of Lay-Off

The employer shall notify the Union of the need to reduce the number of employees who are on the payroll within the Bargaining Unit at least 30 days before the effective date of a lay-off. Such notice shall be given in writing, addressed to the Union by certified mail. The notice shall disclose the number of positions

affected, the rank or classification of each position so affected and the units, if any, which are to be disbanded. Immediately after issuing the notice, the employer shall give the union a reasonable period of time, of no less than 15 days, within which it will meet and confer with the Union to discuss such an action. The employer shall respond to any proposals which the Union may make in response to the subject matter of the notice.

Section 12.4 Disbandment

Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 21 days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him/her. The notice also shall reasonably state the reasons for the action, and any rights the employee may have in regard to his/her employment. A copy of the notice also shall be timely delivered to the Union.

Section 12.5 Recall Notice

Notice of recall to the employees former positions shall be given to the employee in writing at his/her last known post office address, it being the employees obligation to notify the Township Clerk, or other designated agent of the Fire Department, of any change in address while laid off. The notice shall be by certified mail, return receipt requested. The employee shall be given 21 days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Township Clerk.

ARTICLE XIII.

REPRIMANDS - DISCIPLINE - PUNISHMENT

Section 13.1 Discipline

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for cause, and in no event until he/she and union shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within ten (10) days of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in the Agreement, the burden shall be upon the Township to justify the action complained of.

Section 13.2 Notification of Discipline

The Chief shall communicate all disciplinary orders to members of stations in writing.

ARTICLE XIV.

GRIEVANCE AND PROCEDURES

Section 14.1 Grievance Procedure

Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

STEP 1 - An aggrieved employee through the Union, or the Union in behalf of one (1) or more employees, in its own behalf, may initiate a grievance by submitting such grievance in writing by certified mail, return receipt requested, to the Chief of the Department within fifteen (15) days after the occurrence or omission giving rise to the grievance, unless the employee does not have knowledge of the facts upon which the grievance is based, in which case the time limitation provided herein may be extended so that

the grievance may be presented as provided within fifteen (15) days after such employee does have such knowledge, but in no event shall the period be extended beyond thirty (30) calendar days of its occurrence. The Chief shall reply in writing by certified mail, return receipt requested, within fifteen (15) days thereafter. Failure to submit the grievance or failure to reply thereto within the aforesaid time period shall be deemed to settle the matter in favor of the other party.

STEP 2 - If the matter is not satisfactorily resolved in the First Step, the Union may appeal in writing by certified mail, return receipt requested, to the Township Supervisor, or Township Clerk in the absence of the Supervisor, within fifteen (15) days following the reply of the Chief. The Township Supervisor or Clerk shall reply in writing by certified mail, return receipt requested, fifteen (15) days thereafter. Failure to appeal or failure to reply to the appeal within the aforesaid time period shall be deemed to settle the matter against the party so failing to submit grievances or so failing to reply.

STEP 3 - If the matter is not satisfactorily resolved in the Second Step, the Union may appeal to the Township Board by mailing its written appeal by certified mail, return receipt requested, to the Township Supervisor or Clerk. Such Union appeal shall be taken within 15 calendar days following the reply in writing by certified mail, return receipt requested, within 25 calendar days. Failure to appeal or failure to reply to the appeal within the aforesaid time period shall be deemed to settle the matter against the party so failing to submit grievances or so failing to reply.

STEP 4 - In the event the matter is not settled in the last preceding Step, the Union may, within 30 calendar days from receipt of the Township Board's written Step 3 reply, request that the matter be submitted to an Impartial Arbitrator selected by mutual agreement of the parties and/or in accordance with the rules of the American Arbitration Association. The decision of the Impartial Arbitrator shall be final and binding on both parties. The Impartial Arbitrator shall have no right to amend, alter, or change the terms of the Agreement, nor to make any recommendations on changes, nor rule on any matter not arising out of the meaning or application of the terms of this Agreement. The fees and expenses, if any, of the Impartial Arbitrator shall be paid for by the losing party.

Section 14.2 Statutory Compliance

The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedure or remedies afforded to any employee by law.

Section 14.3 Union Rights

The Union shall have exclusive authority to initiate, prosecute, and adjust grievances under this Article.

ARTICLE XV. PENSION BENEFITS

Section 15.1 Pension Plan

The Township agrees to keep in force the present Pension Plan through the Michigan Township Association. The cost of such plan shall be five (5%) percent of the employee's wages, to be paid by the employee through deductions. The cost of the Pension Plan to the Township shall be ten (10%) percent of the employee's wages, employee and employer contributions to be adjusted to current wage scales on January 1 of each year according to Pension Plan requirements. An employee shall be allowed to contribute up to ten (10%) percent of his/her wages in addition to the above mentioned five (5%) percent. Said additional

contribution shall not be matched by the Township. Plan benefits and commencement of pension contributions for new hires shall be as set forth in the plan itself.

Section 15.2 Retirement Benefits

Effective January 1, 1999, employees shall have the right to retire at age fifty-five (55) with no minimum years of service, or at age fifty (50) with thirty (30) years of service. If the employee retires at age fifty-five (55), he may draw the entire amount contributed to the Pension Plan, with all interest and dividends, or he may leave said money in the Pension Plan and may draw said money out on a monthly basis. If the employee retires at age fifty (50), he may draw the amount contributed to the Pension Plan by the Employee, with all interest and dividends, but there will be a six (6) month waiting period before he may draw the amount contributed to the Pension Plan by the Township, with all interest and dividends; or he may leave said money in the Pension Plan and may draw said money out on a monthly basis. Employees retiring at age fifty-five (55), or at age fifty (50) with thirty (30) years of service, shall be covered immediately upon retirement by the retiree health insurance benefit as provided in Section 6.1.

**ARTICLE XVI
MANAGEMENT RIGHTS**

Section 16.1 Management Rights

The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation the determination of policies, operations, assignments, schedules, discipline, and lay-off, for the orderly and efficient operation of the Township.

**ARTICLE XVII
WAGES**

Section 17.1 Wage Scale

It is agreed that the annual wage scale prorated and paid biweekly shall be as follows:

	<u>Effective</u> <u>01/01/99</u>
Assistance Chief	\$40,830.00
Captain	\$39,551.00
Lieutenant	\$38,316.00
Fire Fighter	\$37,291.00

Section 17.2 New Hires

New Hire Employees shall be hired in at a base wage rate of \$23,366.00 during the first year of hire, \$27,366.00 during the second year of hire, \$31,366.00 during the third year of hire, and thereafter shall be paid at the rate of a Fire Fighter as set forth above. Merit pay will not be paid during the first year of hire.

Section 17.3 Employment Requirements

All members of the Fire Department shall be required to be State Licensed EMT's and State Certified Level 2 Fire Fighters. Qualifying for and maintaining said Licenses and said Certifications shall be considered a condition of further employment.

Section 17.4 Longevity Pay

Longevity pay, based on base wages for ranks will be paid to a maximum of 3% on or before July 1 of each year of this contract based on the following schedule:

- 1% for 5 or more years seniority
- 2% for 10 or more years seniority
- 3% for 15 or more years seniority

Section 17.5 Merit Pay

Merit pay will be paid in a lump sum on or before September 1 of each year of this contract for the following duties at the following rates:

Associates Degree	\$500.00*	
Public Education Coordinators	\$600.00	(non-officer)
EMT I/C Coordinator	\$600.00	(non-officer)
Fire Inspector	\$600.00	(non-officer)

*Any such degree must have been obtained from an accredited institution. "Accredited Institution" means accredited by one of the following regional higher education accrediting bodies: North Central Association of Colleges and Schools; Middle State Association of Colleges and Schools; New England Association of Colleges and Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; and, Western Association of Schools and Colleges.

Section 17.8 Fire Marshal

The Fire Marshall position will be maintained at the discretion of the Township. However, no bargaining unit employee other than the Fire Marshall shall be expected or required to perform any Fire Marshall duties or responsibilities unless mutually agreed upon by the Township and the Union. Further, if the Fire Marshall position is eliminated while a bargaining unit member occupies that position, that member will be restored to the position and rank last held prior to becoming the Fire Marshall with no loss of seniority. Any individual filling the position will be a member of the Bargaining Unit. No probationary employee will be eligible for the position.

Normal workdays will be Monday through Friday. Regular work hours will be 40 hours per week, 8 hours per day, commencing and ending anytime between 7:00 a.m. and 6:00 p.m. as shall be assigned to by the Fire Chief and the Fire Marshall. A half hour (1/2 hour) unpaid lunch break will be required.

Effective January 1, 1999, the Fire Marshall will receive an Assistant Chief's wage; however, the Fire Marshall shall not receive any merit bonus under Section 17.6.

The Fire Marshall shall be eligible for shift overtime as long as it does not conflict with the 40-hour schedule. It will be paid at the rate specified in Section 7.1 of this agreement.

The Fire Marshall shall receive twenty (20) vacation days and seven (7) personal days annually.

Unless specified in this section, all other provisions of the agreement apply to the Fire Marshall position.

The Fire Marshall will receive pay for ten (10) holidays. They are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

ARTICLE XVIII. **SCHOOL POLICY**

Section 18.1 Procedure

Fire Fighters who desire to attend schooling other than Department Training should follow the procedure listed below:

- A. Submit the school/seminar application form along with any pertinent details, funds requested, travel expenses (if any) to the Chief.
- B. The application will be reviewed by the Fire Department Officers at a monthly staff or special meeting and forwarded to the Fire Safety Committee for recommendation to the full Township Board. Consideration of Department benefit will be considered in this process. The final recommendation will be done by the Fire Chief. The Township Board must approve all training/classes and travel expenditures.
- C. Applicants should have the school information to the Chief as soon as possible prior to the school/seminar date to meet the time requirements of the above process. Special schools with unusual circumstances will have priority of their own (i.e. EMT I/C and the eight week Fire Inspectors School).
- D. Any applicant approved for a requested school will train other Fire Department employees in the skills and information received at said school/seminar when requested by the Fire Chief, provided that employees will not be required to do so outside of their regular scheduled work hours unless the employee agrees and receives overtime pay for doing so.
- E. An informal written overview on the school/seminar will be required after completion, if so requested by the Fire Chief.

Section 18.2 Required Schooling

All educational seminars or schooling that the Township requires the employee to attend will require the Township to pay all tuition, book costs, and any and all reasonable expenses of the employee as well as the employee's wages while traveling to and from said place of schooling and while in school, providing the employee completes the course.

Section 18.3 Continued Education

Continuing education classes, meetings (other than Department Training).

A. Continuing education classes must be pre-authorized by notifying the Chief in advance. If funds are required, Section 1 of this policy applies. Generally, Fire Fighters will be encouraged to attend these classes on-duty to the greatest extent possible with consideration for staffing.

Section 18.4 Educational Opportunities

Other educational opportunities will be posted on the bulletin board and special limitations may be noted on the announcements as required.

Section 18.5 Mandatory Training

Department Training: In the interest of safety to all department employees, attendance at monthly department training is mandatory. If a member cannot attend he should notify the Training Officer or Shift Commander.

Section 18.6 Tuition Reimbursement

Tuition Reimbursement: Classes that are job related will be paid by the Township, contingent on approval of the Township Board. Applicants should apply in writing in advance to the Chief. Candidates will be awarded tuition payments dispersed as equally as possible.

Section 18.7 National Fire Academy

National Fire Academy: The N.F.A. courses will be posted when available (usually each June/July). Employees shall be given the weekend before (Saturday/Sunday) and the weekend after (Saturday/Sunday) school off with prior authorization from the Fire Chief. The Township will pay for the students meal tickets, the Federal Government pays all other expenses.

Section 18.8 Paramedics/ALS Training

The Township shall pay for all tuition, books, and fees for any member of the bargaining unit, scheduled at the discretion of the Township to obtain paramedic/ALS training and certification; however, should the employee fail to successfully obtain paramedic/ALS certification within one (1) year of completion of the paramedic/ALS training course, the employee shall be required to reimburse the Township for all amounts paid by the Township through forfeiture of the employee's quarterly holiday pay until such time and to such extent that the amount is reimbursed in full. In the event an employee terminates his/her employment within three (3) years of commencement or one (1) year after certification, reimbursement for the course will be withheld from final paycheck(s).

ARTICLE XIX.
GENERAL

Section 19.1

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 provisions of this Agreement shall at any time be held contrary to the law by a Court of competent jurisdiction from whose final judgment 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 19.2 Response Requirements

No employee shall be required to respond to any fire alarm or otherwise to another community under any "mutual aid pact" or like agreement between this municipality and such other community if such alarm or requested response is related to a labor dispute in such other community.

Section 19.3 Physicals

The Township will provide physical examinations for members of the bargaining unit every year for those over 40 years old and every three years for those under 40 years old. The criteria for the physicals will consist of the following:

- Basic Examine
- Urine Analysis
- Pulmonary Function Test
- Audiometric Test
- EKG
- Comprehensive Metabolic Panel with Cholesterol & Triglyceride Screen
- Tuberculoses
- Cancer Screening

If the initial exam raises questions, the Township will pay for the following additional tests:

- Stress EKG
- Sigmoidalscope
- Back Screening

Section 19.4 Probation

Employees shall be hired on a probationary basis for a period of one (1) year during which period their employment may be terminated by the Township for any reason.

Section 19.5 Residency

All members within the Bargaining Unit on effective date hereof must establish residency within twenty (20) miles of Station 7. New employees must establish this residency requirement not later than six (6) months following completion of their probationary period.

Section 19.6 Station Preference

Employees within the Bargaining Unit shall have the right to Station preference subject to approval by the Chief, providing that they submit a letter requesting the same at least 30 days prior to either January 1 or July 1.

Section 19.7 Contingency Allowance

A station contingency allowance of \$1,500.00 per year shall be payable to Bangor Township Fire Fighters in the amount of \$125.00 each month.

Section 19.8

Any individual in the Fire Chief Position as of August 1, 1997 will be granted the opportunity to become a member of the Bargaining Unit in the event he/she is no longer in that position. Any seniority the individual had as a member of the Bargaining Unit, prior to accepting the position of Chief, will be restored. In the event the individual rejoins the Bargaining Unit, it will not be cause for the lay-off of any other member of the Bargaining Unit by the Township. In the instance of the Fire Chief rejoining the Bargaining Unit, the Township does retain the right to not fill a position due to retirement or resignation.

ARTICLE XX. DURATION

Section 20.1 Duration

The terms and conditions herein shall be effective January 1, 1999 replacing any and all other agreements heretofore entered into and shall continue in full force and effect and be legally binding upon the parties hereto, expiring December 31, 2002.

Section 20.2 Re-Opener

It is agreed that the parties hereto shall begin negotiations only with regard to Articles/Sections 2.2, 3.1, 6, 8.1, 17, and 20.2 on or before September 15, 1999 for modification to take effect January 1, 2000.

Section 20.3 Negotiations For New Contract

Further, it is agreed that the parties hereto shall begin negotiations with regard to a new contract to become effective upon the expiration of existing Agreements with all matters open for negotiation on or before June 1, 2002 upon written request of either party. In the event negotiations continue beyond the expiration date, the provisions of the existing Agreement, as amended, shall continue in full force and effect unless either party shall give the other written notice by certified mail, return receipt requested, of its intention to terminate said provisions, and if such notice is given, said provisions of said Agreement, as amended, shall terminate automatically at 8:00 a.m. one hundred and twenty (120) days following the date of receipt of said notice.

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

WITNESSES

DATED: _____

At Bangor Township
Bay City, Michigan

Contractw-amend98-99

THE CHARTER TOWNSHIP OF BANGOR,
BAY COUNTY, MICHIGAN

BY: _____
Joseph L. Rivet
Township Supervisor

LOCAL NO. 1682 OF THE
INTERNATIONAL ASSOCIATION OF
THE FIRE FIGHTERS, ALSO KNOWN AS
BANGOR TOWNSHIP FIRE FIGHTERS
ASSOCIATION, AFL-CIO

BY: _____
Leonard Klida
President, Local 1682 IAFF