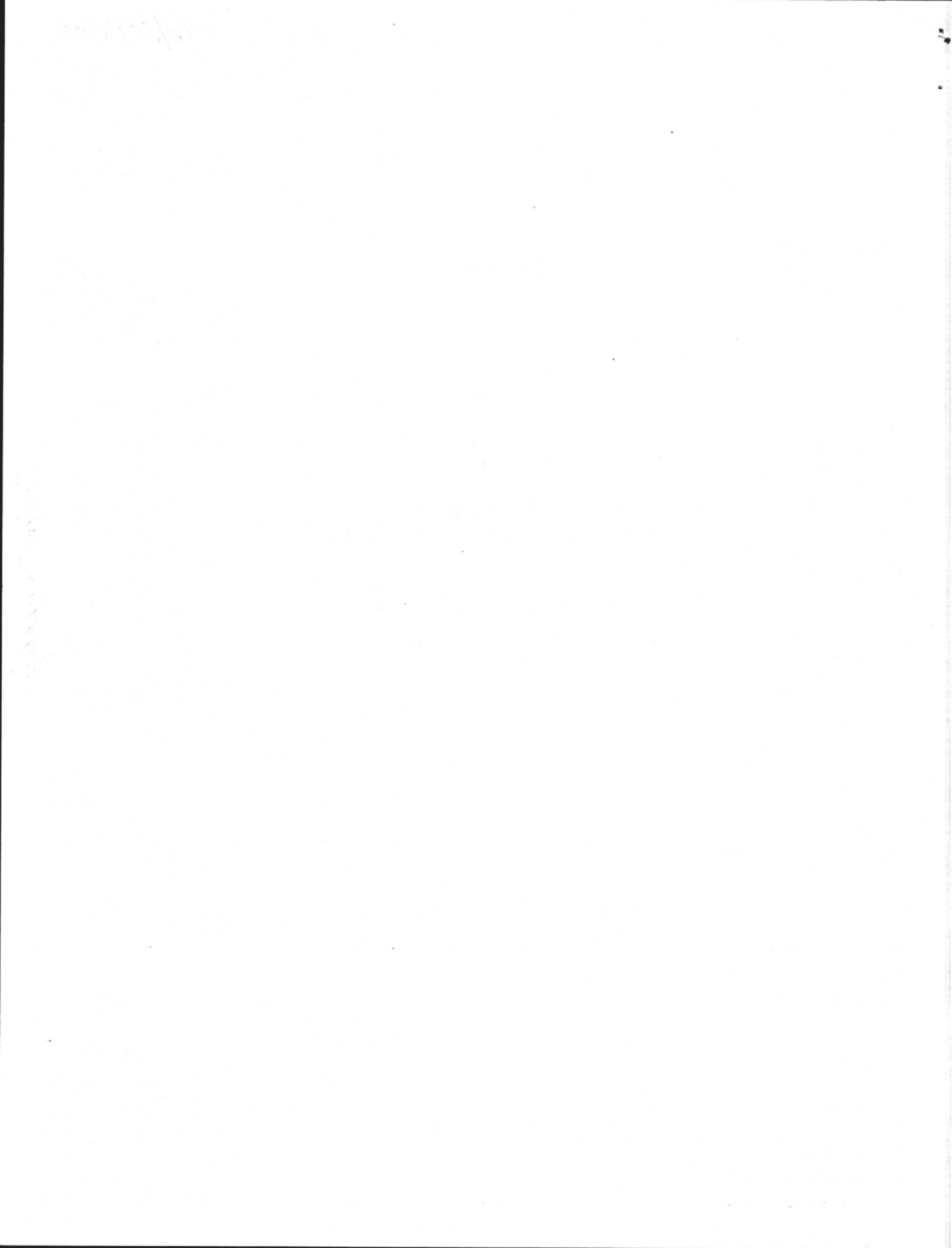


4432

6/30/2000

**AGREEMENT  
CHARTER TOWNSHIP OF CANTON  
-AND-  
LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
7/1/97 - 6/30/2000**

*Canton Township*



## TABLE OF CONTENTS

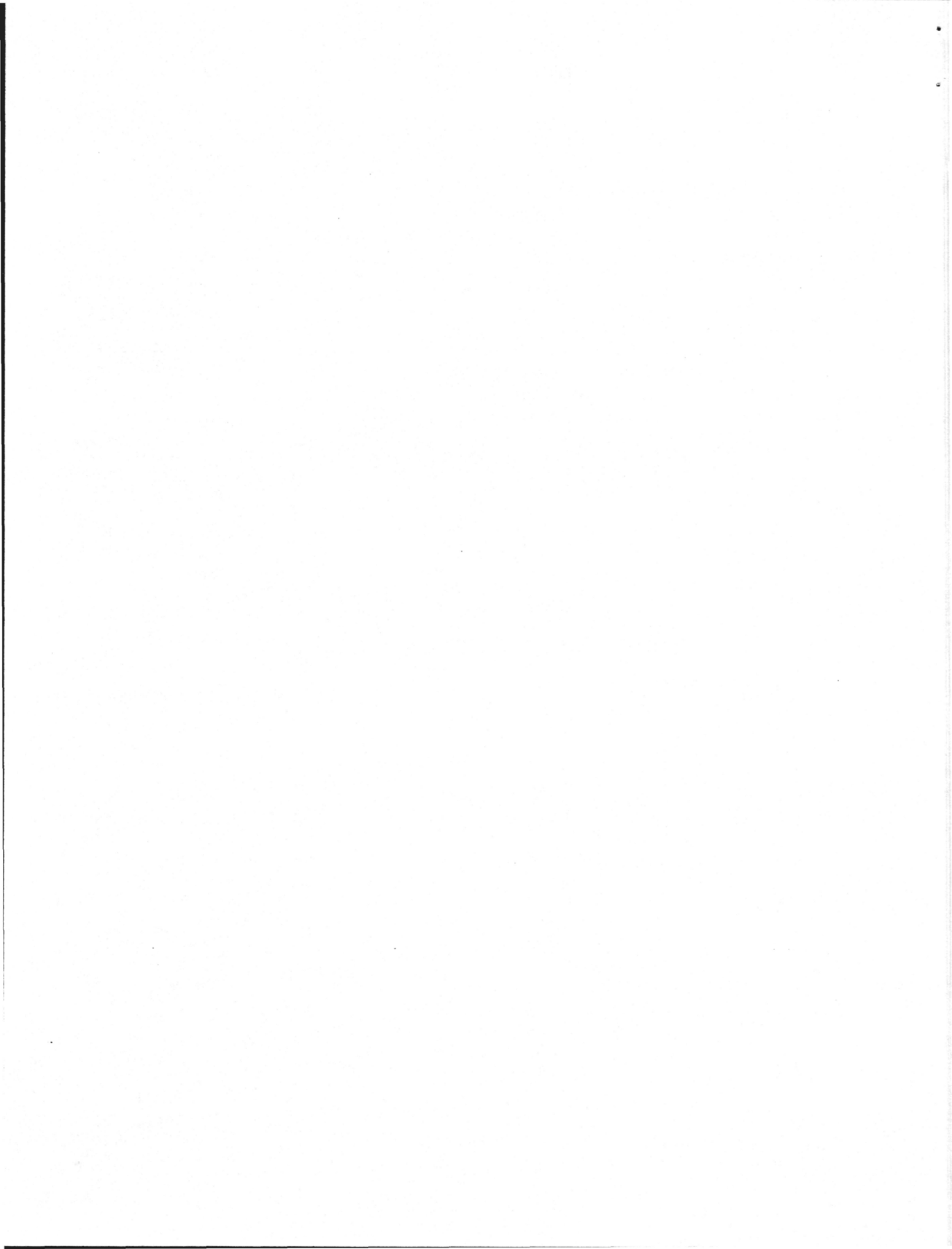
COLLECTIVE BARGAINING AGREEMENT .....	1
ARTICLE 1 - PURPOSE .....	1
Section 1. Purpose .....	1
Section 2. Definitions .....	1
ARTICLE 2 - COVERAGE .....	2
ARTICLE 3 - RECOGNITION .....	2
ARTICLE 4 - UNION SECURITY .....	2
ARTICLE 5 - UNION ACTIVITIES .....	4
ARTICLE 6 - OTHER AGREEMENTS AND ORGANIZATIONS .....	5
ARTICLE 7 - MANAGEMENT RIGHTS .....	5
ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION .....	6
Step I .....	6
Step II .....	6
Step III .....	7
ARTICLE 9 - DISCIPLINE .....	7
Disciplinary Action .....	7
Use of Past Record .....	8
ARTICLE 10 - SENIORITY .....	8
Section 3. Lay-off and Recall .....	9
Section 4. Promotions .....	10
Section 5. Fire Prevention Division .....	11
ARTICLE 11 - WAGES AND HOURS .....	15
Section 1. Wages .....	15
Section 2. Longevity Pay .....	16
Section 3. Hours of Employment .....	17
Section 4. Trading Time .....	17
Section 5. Overtime and Relief Work .....	17
Section 6. Work Out of Classification .....	17

## TABLE OF CONTENTS

ARTICLE 12 - VACATIONS .....	17
Section 1. Eligibility and Amount .....	17
ARTICLE 13 - ECONOMIC BENEFITS .....	19
Section 1. Sick Days .....	19
Section 4. Personal Days .....	20
Section 5. Workers' Compensation .....	21
Section 6. Uniforms .....	22
Section 7. Food Allowance .....	23
Section 8. Holiday Pay .....	23
Section 9. Funeral Leave .....	23
Section 10. Optical Program .....	24
Section 11. Pension Program .....	24
Section 12. Life Insurance .....	24
Section 13. Hospitalization and Surgical Coverage .....	25
Health Insurance .....	25
HMO Option .....	26
Retiree Health Insurance .....	26
Change In Carrier .....	27
Sickness and Accident Benefits .....	27
Short Term .....	27
Long Term .....	27
Dental/Orthodontics .....	28
Section 14. Liability Insurance .....	28
Section 15. Emergency Medical Technician .....	28
Section 16. Advanced Life Support .....	29
Section 17. Employee Fitness Program .....	30
Section 18. Tuition Reimbursement Program .....	31
ARTICLE 14 - STRIKE PROHIBITION .....	34
ARTICLE 15 - SAFETY .....	34
Section 1. Minimum Manpower Requirement .....	34
ARTICLE 16 - MAINTENANCE OF CONDITIONS .....	35
ARTICLE 17 - MISCELLANEOUS .....	35
Section 1. Parking .....	35
Section 4. Copy of Agreement .....	36
Section 5. Work and Training Schedule .....	36
Section 6. Mileage .....	36
Section 7. Court Time .....	37
Section 8. Jury Duty .....	37

## TABLE OF CONTENTS

Section 9. Repayments .....	37
Section 10. Light Duty .....	37
ARTICLE 18 - LEAVES OF ABSENCE .....	38
Section 1. Requesting Leaves of Absence .....	38
Section 2. Reasons For Leaves .....	38
Education Leave .....	38
Sick Leave .....	38
Pregnancy Disability Leave .....	38
Military Leave .....	38
Section 3. Returning From Leave of Absence .....	39
Section 4. Extensions of Leaves of Absence .....	39
Section 5. Copies of Leaves of Absence .....	39
Section 6. Seniority During Leaves .....	39
Section 7. Family and Medical Leave .....	39
ARTICLE 19 - SAVINGS CLAUSE .....	39
ARTICLE 20 - DURATION AND TERMINATION .....	40



**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

**COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT entered into this 24<sup>th</sup> day of November, 1997 between CANTON TOWNSHIP, Michigan, a Charter Township, hereinafter called the Township or Employer, and LOCAL NO. 2289 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as CANTON TOWNSHIP FIREFIGHTERS UNION, AFL-CIO, hereinafter called the Union.

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

**ARTICLE 1 - PURPOSE**

Section 1. Purpose

The parties hereto have entered into this agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to incorporate understanding previously reached and other matters into a formal contract; to promote harmonious relations between the Township and the Union, in the best interest of the community to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions

"Township" shall include the elected or appointed representatives of the Charter Township of Canton, Michigan.

"Union" shall include the officers and representatives of the Union.

"Business Day" shall, except as the contract indicates otherwise, mean an eight (8) hour day, Monday through Friday.

"Duty Day" shall, except as contract indicates otherwise, mean a 24-consecutive hour tour of duty.

"Employee" shall mean all full-time paid uniform Fire Department personnel, including Cadets. It shall exclude volunteer firefighters, civilian employees, and the Fire Chief.

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

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

**ARTICLE 2 - COVERAGE**

This agreement shall be applicable to all full-time uniformed employees of the Fire Department of the Township, except the Fire Chief, volunteers, and civilian employees. Cadets are covered, it being understood that there is no guarantee of employment for Cadets. They (Cadets) shall have preferential hiring treatment, and if employed by the Township, shall have date of entry seniority as of date of employment by the Township, providing they have successfully completed the probationary period.

**ARTICLE 3 - RECOGNITION**

The Township recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department as defined in Article 1, Section 2.

**ARTICLE 4 - UNION SECURITY**

Section 1. The parties recognize that all employees covered by this agreement should pay their fair share of the cost of negotiating and administering the agreement.

Section 2. It shall be a continuing condition of employment that all employees covered by this agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees, and assessments, or shall pay a collective bargaining service fee for the cost of negotiating and administering this and succeeding agreements; provided, however, that a monthly service fee deduction certified to the Township shall not change for the remainder of the fiscal year.

Section 3. Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this agreement; provided, however, no employee shall be terminated under this article unless:

(a) The Union has notified him by letter addressed to his address last known to the Union spelling out that he is delinquent to payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Township for termination from employment as provided for herein, and

(b) The Union has furnished the Township with written proof that the foregoing procedure has been followed and has supplied the Township with a copy of the notice that the employee has not complied with such request. The Union must further provide the Township with written demand that the employee be discharged in accordance with this article and provide to the Township, in affidavit form signed by the Union Secretary-Treasurer, a certification that the amount of the



**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

Section 4.

(a) The Township agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the Township deduction from pay for the remittance of sums to the Union shall provide to the Township an authorization in the form provided. The form shall include an agreement by the employee to hold the Township harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to the employee for any reason, such employee shall seek such refund from the Union.

(b) Such sums deducted from an employee's pay 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 had authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Secretary-Treasurer of the local within thirty (30) calendar days after such collections have been made.

(c) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(d) The Union shall indemnify and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

(e) The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

(f) If a member of the bargaining unit does not receive a paycheck due to reasons beyond his control, whereby dues, assessments, agency shop dues, etc. cannot be deducted, such dues, assessments, agency shop dues, etc. shall be waived until such time as the employee receives a paycheck. Sums for such dues and assignments shall be deducted for the months in which the employee receives a minimum of fifty-six (56) hours salary.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

(g) The Township shall take the necessary steps to allow, at the employee's request, and to the extent that the law permits, deductions to be made from paychecks for credit union deposits, such credit union deposits may be at the Community Federal and/or Public Service Credit Unions.

(h) The Township will consider township wide payroll savings bonds deductions for all employees subject to the following understanding:

(a) Employees signing up for such deductions to do so with the understanding that the deduction authorization will be in effect for one (1) year.

(b) There must be at least 50% or more of employees township wide signing up for such deductions.

**ARTICLE 5 - UNION ACTIVITIES**

Section 1. Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining, negotiations or other mutual aid and protection, to express or communicate any views, grievances, complaints or opinions related to the conditions of public employment or betterment of firefighters, all free from any and all restraint, interference, coercion, discrimination, or reprisal, and so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Section 2. Officers and other representatives of the Union shall be afforded a reasonable time during the regular working hours, without loss of pay, to fulfill their Union responsibilities, including the processing of grievances, and administration and enforcement of this Agreement. The Union will notify the employer of the names and titles of their representatives in writing. Such representatives will be permitted to act as such upon receipt of such written notification.

Section 3. The Union shall be provided suitable bulletin boards, including one at each fire station, for posting of Union notices or other material of Union nature only. Such board shall be identified with the name of the union. The Union will designate in writing the names of the persons responsible for posting such notices and keeping the board in a neat and orderly manner. The board shall not be used for trading post notices, local political, religious, or defamatory matters, or the like. Any such material shall be in violation of this Section and the Union shall remove such material. Any disagreement shall be subject to the grievance procedure.

Section 4. 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.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 5. Officers of the Union or their representatives shall:

- (a) Be allowed time off, with no pay, to attend the Michigan State Firefighters Union and International Association of Firefighters conventions.
- (b) Be allowed to attend, with no pay, Union seminars and/or conferences. Delegates to such activities may use personal leave and/or sick leave to attend such meetings, it being understood that not more than two (2) delegates will utilize this provision, provided sufficient notice of at least thirty (30) calendar days is given to the Fire Chief. It being further understood that delegates may "trade" duty days to attend such activities providing a shift officer is notified at least twenty-four (24) hours in advance that the delegate is trading off with an equally qualified employee.

Section 6. The Union in contract negotiations may be represented by employees in the bargaining unit, not to exceed four (4). In addition, the Union may be represented in contract negotiations by counsel and state or international Union representatives, not to exceed three (3).

**ARTICLE 6 - 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 conflicts 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 conditions of employment or in derogation of the exclusive bargaining agency of this Union.

**ARTICLE 7 - MANAGEMENT RIGHTS**

Section 1. 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 2. The management's rights, such as, but not limited to, establishing reasonable work rules, directing the work force, maintaining efficiency, hours of work, and discipline, are recognized by the Union. The Union shall have the right to grieve the reasonableness of the work rules.

Section 3. The management's right to use volunteers, make duty assignments, as presently practiced for paid employees, is also recognized. In the use of volunteers, management shall use the paid employees first. Full-time employees shall be called first for all overtime and call-in time. If no full-time employees are available, the management may then use volunteers.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 4. It is agreed that the maintenance of discipline is essential to the satisfactory operation of the Department. The Township agrees to abide by the principles of corrective action and graduated penalties in ordinary cases of discipline. However, it is recognized that the nature of the offense affects the severity of the penalty issued and that these principles need not be followed in cases of serious misconduct. Any contemplated disciplinary action must be taken within thirty (30) calendar days of the Public Safety Director's or Fire Chief's knowledge of the occurrence of the alleged violation, whichever occurs first, unless the investigation is continuing. This period may be extended by mutual agreement of the parties. The Public Safety Director will take into consideration the seriousness of the offense and the time period when the incident occurred prior to making any decision on discipline.

**ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION**

The following procedure shall be used to adjust, settle and dispose of employees' complaints.

Section 1.

Step I Any employee who feels aggrieved must request a pre-grievance hearing within five (5) business days of its occurrence, or awareness of monetary loss, to the Public Safety Director. The Public Safety Director will meet with the grievant and union steward within five (5) business days from the above request provided both the grievant and the Public Safety Director are available. The grievant will have his steward present at the presentation of the formal grievance, unless that presence is waived in writing. If discussion between the employee, steward, and Public Safety Director fails to settle the matter, it will be reduced to writing and presented to the Public Safety Director for his written, dated and signed disposition.

The Public Safety Director's written disposition must be returned within five (5) business days, if the Public Safety Director is available; but in no event longer than thirty (30) calendar days of the receipt of the written grievance.

All grievances involving disciplinary action initiated by the Public Safety Director shall be filed in writing with the designated Township representative (Step II) within five (5) business days after the discipline is given.

Step II If the Public Safety Director's answer is not satisfactory, the grievance shall be presented to the designated Township representative within five (5) business days after the Public Safety Director's answer is due. The designated Township representative will, within five (5) business days meet and discuss the grievance with the Union representative and grieved employee. The designated Township representative will respond to the grievance in writing within five (5) business days following this meeting.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Step III If, after reviewing the grievance, the Union feels the answer is not satisfactory, it may within fifteen (15) business days after the answer is due, and by written notice to the Administrative Services Director, request arbitration. Should the parties fail to agree upon an impartial arbitrator within fifteen (15) business days, then within a reasonable period of time, not more than seven (7) business days after notice of request for arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by the Union. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. Nothing shall preclude the parties from attempting to settle the dispute after request for arbitration has been made.

The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) calendar days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning, and conclusions on the issue submitted.

The power of the arbitrator stems from this agreement, and his function is to interpret and apply this agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any terms of this agreement. The decision of the arbitrator shall be final and binding upon the Employer, the employees, the Union, and the grievant. Resort to the grievance procedure is the exclusive method of "due process" available to members of the bargaining unit involving matters of application and interpretation of the agreement.

The cost of the arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expense.

Section 2. Time limits between the various steps may be waived and/or extended by mutual written agreement. If either party fails to comply with the time limits herein, the grievance will be considered settled in favor of the last moving party, without precedent.

Section 3. The Union shall have exclusive authority to initiate and prosecute grievances under this Article.

## **ARTICLE 9 - DISCIPLINE**

It is agreed that the maintenance of discipline is essential to the satisfactory operation of all departments. The Employer agrees that in carrying out this function, it will:

a. **Disciplinary Action**

Prior to issuing any disciplinary action, the accused employee will be presented with written notice of the charges filed against him. The accused employee has the right to an

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

informal hearing, conducted by the Public Safety Director, prior to the issuance of any disciplinary action. The Employer will provide the employee with an explanation of its evidence and the employee will have the opportunity to present his version of the incident. The employee shall be accompanied by his Union steward during the informal hearing, unless the steward's presence is waived in writing.

Any employee subject to a disciplinary action, will have his steward present to discuss the case in an area designated by the Employer before he is required to leave the property of the Employer, unless that presence is waived in writing. The steward will be called promptly. If desired, a grievance may be signed at this time.

All grievances involving a disciplinary action shall be filed in writing within five (5) business days, exclusive of premium pay business days, after the discipline is given. If the employee fails to file a grievance within this time limit, the penalty shall stand as final and binding except discharge cases shall automatically be set for hearing at Step II of the grievance procedure.

All grievances involving disciplinary matters shall be filed in writing at Step II of the grievance procedure.

When disciplinary action has been taken by the Employer against an employee, the Union shall be given a copy of the action taken.

b. Use of Past Record

In imposing disciplinary penalty on a current charge, the Employer will not take into account any prior infractions which occurred more than twenty-four (24) months previously in assessing penalties. (Upon request of the Union, the Employer shall supply a copy of the employee's disciplinary record.)

c. Resort to the grievance procedure shall be the sole and exclusive method of "due process" and redress available to all members of the bargaining unit in regards to all matters of application and interpretation of this agreement, including but not limited to all matters of discipline, discharge, layoff and promotion. Bargaining unit members shall have no right of appeal to any other forum including the Township Merit System Commission or any similar administrative body.

**ARTICLE 10 - SENIORITY**

Section 1. Upon completion of a successful one (1) year probationary period, seniority shall date back to the most recent date of hire as a full-time, regular employee with the Fire

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Department. It is understood and agreed by the Employer and the Union that probationary employees, other than promotional probationers, may be discharged by the Employer at any time prior to the end of this probationary period, without right of appeal to any forum including the contractual grievance/arbitration procedure, the Merit System Commission or any similar administrative body.

Section 2. An employee's seniority shall terminate for:

- a. discharge for cause.
- b. lay-off period equal to the employee's seniority at time of lay-off, not to exceed four (4) years. An employee does not accumulate seniority while on lay off, it being understood that the employee will be credited with seniority he had at the time of lay off, upon recall.
- c. being absent for three (3) consecutive scheduled duty days without notifying the management, or demonstrating his inability to do so.
- d. voluntary resignation from the department.
- e. failing, without cause, to return to work on the first scheduled duty day following termination of approved leave of absence or disciplinary suspension.

Section 3. Lay-off and Recall

If for any reason of economy it be deemed necessary by the Township to reduce the number of paid members of the Fire Department, the Township shall follow the following procedure:

Lay-off: Such removals shall be accomplished by laying off in numerical order commencing with the last person appointed to the Fire Department, until such reductions shall have been accomplished.

Recall: In the event the Fire Department shall again be increased in number to the strength existing prior to such reduction of members, the Firefighters laid off last under the terms of this Section shall be the first to be recalled before any new appointments to the Fire Department shall be made.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 4. Promotions

Promotions above the rank of Firefighter up to Fire Chief will be on the basis of seniority beyond that by appointment, with the understanding:

(a) The candidate will have to serve a one (1) year probationary period, upon the satisfactory completion of the one year probationary period the employee will be granted the permanent position. There will be an officer in charge at each station at all times.

(b) He will be paid one-half the difference in pay up to six months, three-quarters difference in pay up to nine months, and full pay thereafter.

(c) It being understood the candidate may be subject to disqualification during the one (1) year probationary period. The disqualification, if taken, is subject to the grievance procedure.

(d) The Employer reserves the right to determine the number of ranks required.

(e) Seniority is used to promote from one rank to the next rank and cannot be used to jump ranks. An employee may refuse a promotion. In the event eligible employees shall have the same seniority date, as of the signing of this agreement, the Public Safety Director shall have the discretion to make the promotion. Thereafter, seniority dates will be staggered according to the employee's date of hire in the Canton Fire Department. The program will be administered as follows:

1. The Township shall initiate promotions for vacancies it determines shall be filled in the ranks below the rank of Fire Chief but above Firefighter.

2. For promotion to any rank below Fire Chief, the individual promoted shall be the most senior employee in rank from the next lower rank to the rank in which the Township authorizes the promotion, provided:

(a) The individual to be promoted must have served a minimum of one (1) year in the next lower rank to the rank in which the Township authorizes the promotion; provided, that if no individual has served a minimum of one (1) year in the next lower rank to the rank in which the Township authorizes the promotion, the individual selected will be the most senior employee by rank in the rank from which the selection is made.



**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

(b) If two individuals are promoted to a rank on the same calendar day, then departmental seniority shall prevail between those two individuals for the purposes of determining which of the two is most senior in rank.

3. The employees to be promoted in accordance with the system shall be notified in writing by the Township. If such employee declines promotion, such employee shall reject the promotion in writing within ten (10) calendar days of such employee's first duty day on which work is performed following receipt of the Township's written notification. An employee's failure to timely notify the Township of his rejection of a promotion shall operate as an acceptance of the promotion.

(f) Employees shall be given thirty (30) calendar days notice prior to any shift changes unless mutually agreed to change without required notice. No shift changes will be made within five (5) calendar days of Christmas Day or New year's Day, unless mutually agreed to. It is understood that emergency situations will be mutually resolved.

Section 5. Fire Prevention Division

The Canton Fire Prevention Division shall consist of the Fire Marshal and such other personnel as the parties to this agreement may subsequently mutually agree. It is specifically understood that the Fire Prevention Division is a separate and specialized Division, requiring special qualifications.

The supervision, coordination and operation of the Fire Prevention Division shall be the responsibility of the Fire Marshal. Subordinate to the Fire Marshal shall be the Fire Inspectors, each members of the Fire Prevention Division.

The Fire Marshal and Fire Inspectors can be utilized in fire suppression activities as mandated by the Fire Chief.

The position of Fire Inspector in Fire Prevention shall be equivalent to that of Fire Sergeant in Fire Suppression, for purposes of economics only.

Fire Inspectors shall be eligible for appointment to the rank of Fire Marshal, upon successful completion of a pass-fail test. If more than (1) one eligible employee passes said test, then appointment shall be made on the basis of seniority within the Fire Prevention Division. If none of the eligible Fire Inspectors pass such examination, the position shall be opened to the next senior employee in Fire Suppression, on the same basis as originally offered Fire Inspectors.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Employees of the Canton Fire Department shall be eligible for appointment to the position of Fire Inspector and such appointment shall be solely on the basis of seniority as Firefighters upon successful completion of a pass-fail examination. Canton Township has the sole right to determine the number of Fire Inspectors in the Fire Prevention Division.

If no employee applies for a position in Fire Prevention (either Fire Marshal or Fire Inspector), the Township shall fill the vacant position from outside the bargaining unit.

Employees of the Fire Prevention Division are not eligible for promotions in the Fire Suppression Division.

Canton Township will provide and bear the full costs, excluding lunches, of training and subsequent expenses required, or incurred, for the State Certification, and renewals, of each Fire Inspector and Fire Marshal.

It is specifically understood that seniority in the Fire Suppression Division is "frozen" upon date of appointment to the Fire Prevention Division. Employees who return to the Fire Suppression Division, do so with seniority to date of appointment in the Fire Prevention Division.

Employees appointed to the Fire Prevention Division have a period of thirty (30) calendar days to return voluntarily without loss of seniority to their formerly held position in Fire Suppression. During this thirty (30) calendar day period their former position will not be filled. After this thirty (30) calendar day period, the employee may return, by written request to the Public Safety Director, to their former position in Fire Suppression only if, and when, a vacancy exists in that position.

Employees who request to return immediately, after the thirty (30) calendar days, can do so in the position of Firefighter in Fire Suppression.

In matters concerning fire prevention, inspection and investigation, the Fire Marshal shall report to the Fire Chief.

Employees of the Fire Prevention Division shall receive wages and fringe benefits equal to those offered similar rank in the Fire Suppression Division, with the following exceptions:

1. No food allowance or holiday allowance shall be paid.
2. If Fire Prevention employees are required to work a holiday, the employee shall be paid double-time for all hours worked. Employees of the Fire Prevention Division are entitled to the same Holidays as the Public Safety Director.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

3. Fire Prevention employees will work a 4 day - 10 hours per day schedule, Monday through Friday. Working hours shall be 8:00 A.M. to 6:00 P.M. with a one half(½) hour inservice lunch, unless mutually agreed between the employee and Fire Chief. Individual schedules shall be approved by the Fire Chief. The Employer shall have the right, in its sole and exclusive discretion, to reschedule employees with a minimum of a 72 hour notice for training, special events, court and emergencies.

Special event is intended to mean festivals, open houses or any special event where the general public is expected to attend. Normal scheduling of the Fire Safety House is not considered a special event.

Other special events can necessitate rescheduling of personnel during business days.

In converting to the 4-10 work schedule, all time referred to in the contract, including Vacation, Personal, Sick and Holiday, shall be converted on an hour for hour basis.

Either the union or the Employer may request to revert back to the five (5) day - 8 hours per day schedule with a minimum of sixty (60) calendar days notice. If either party requests to revert back, all language in Article 10, Section 5 of this agreement will also revert back (as in the contract 7/1/92 to 6/30/94).

All time worked in excess of the above shall be paid at time and one-half, unless the Fire Prevention employee, with the approval of the Fire Chief, elects to take compensatory time for said extra time worked. Employees are required to give twenty-four (24) hours notice prior to taking compensatory time.

4. The Employer will furnish the following uniform items to all Fire Prevention employees in lieu of any uniform or cleaning allowance:

- 1 Class A coat
- 1 Class A pants
- 4 Long sleeve shirts with patches
- 4 Short sleeve shirts with patches
- 4 Pants
- 1 Pair shoes or boots
- 1 Winter jacket with patches
- 1 Spring jacket with patches
- 1 Belt
- 2 Badges
- 1 Name plate
- 1 Badge holder

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

- 1 Tie with tie bar
- 1 Class A hat with hat badge and band

The employee must turn in all uniform items furnished upon termination or separation prior to issuance of final paycheck.

All employees shall receive replacement of all issued uniform items from the Fire Department upon the uniform item becoming worn, damaged and/or unserviceable, including weight gain or weight loss. Such uniform items shall be presented to the Public Safety Director for determination on the condition of the uniform item.

The Public Safety Director shall make all final determinations on any changes in the uniform.

The Employer shall provide for cleaning every six months, or as needed, for the following uniform items at no cost to the employees:

- (1) Class A hat
- (1) One jacket (winter and spring)

5. Fire Prevention employees shall receive twenty-four (24) hours of personal leave per year. Such employees may take personal leave in a minimum of two (2) hour increments with one (1) hour increments thereafter. Provided that only one (1) Fire Prevention employee may be off at a time unless otherwise approved by the Fire Chief. All other requirements regarding personal days, found in Article 13, Section 4 of this Agreement, shall apply to Fire Prevention employees.

6. Fire Prevention employees shall receive vacation according to the following schedule:

After one (1) year of service	40 hours
After two (2) years of service	80 hours
After five (5) years of service	120 hours
After ten(10) years of service	160 hours
After fifteen(15)years of service	200 hours

All other requirements regarding eligibility for vacation, including eligibility for bonus vacation days (on the basis of eight (8) hour vacation days), will be the same as those found in Article 12 of this Agreement, with the exception that employees in the Fire Prevention Division will be allowed to accumulate and carry over forty (40) hours of vacation, subject to the stated requirements for vacation accumulation and carryover found

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

in Article 12. Provided that only one (1) Fire Prevention employee may be off at a time unless otherwise approved by the Fire Chief.

**ARTICLE 11 - WAGES AND HOURS**

Section 1. Wages

The following wage schedule shall be in effect for the term of this agreement:

Wage Schedule Effective July 1, 1997 (2.5% + 1.0% for positions above Firefighter).

	<u>Start</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Firefighter	\$30,159	\$38,107	\$41,324	\$43,427	\$45,745
Firefighter (Hired on or after 7/1/97)	\$29,423	\$33,503	\$37,583	\$41,663	\$45,745
Firefighter/Medic	\$32,270	\$40,774	\$44,217	\$46,467	\$48,947
Firefighter/Medic (Hired on or after 7/1/97)	\$31,483	\$35,848	\$40,214	\$44,579	\$48,947
Sergeant	\$50,412				
Inspector	\$50,412				
Lieutenant	\$51,910				
Fire Marshal	\$53,486				

Wage Schedule Effective July 1, 1998 (2.25% + 1.0% for positions above Firefighter).

	<u>Start</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Firefighter	\$30,838	\$38,964	\$42,254	\$44,404	\$46,774
Firefighter (Hired on or after 7/1/97)	\$29,423	\$34,256	\$38,429	\$42,600	\$46,774
Firefighter/Medic	\$32,997	\$41,691	\$45,212	\$47,512	\$50,048
Firefighter/Medic (Hired on or after 7/1/97)	\$31,483	\$36,654	\$41,119	\$45,582	\$50,048
Sergeant	\$52,050				
Inspector	\$52,050				
Lieutenant	\$53,597				
Fire Marshal	\$55,224				

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Wage Schedule Effective July 1, 1999 (2.0%)

	<u>Start</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
Firefighter	\$31,455	\$39,743	\$43,099	\$45,292	\$47,709
Firefighter (Hired on or after 7/1/97)	\$29,423	\$34,941	\$39,198	\$43,452	\$47,709
Firefighter/Medic	\$33,657	\$42,525	\$46,116	\$48,462	\$51,049
Firefighter/Medic (Hired on or after 7/1/97)	\$31,483	\$37,387	\$41,942	\$46,494	\$51,049
Sergeant	\$53,091				
Inspector	\$53,091				
Lieutenant	\$54,669				
Fire Marshal	\$56,328				

Section 2. Longevity Pay

- a. The Employer agrees to grant longevity pay according to the following schedule:
- |                                  |              |
|----------------------------------|--------------|
| At five (5) years of service     | 2% of salary |
| At ten (10) years of service     | 4% of salary |
| At fifteen (15) years of service | 6% of salary |
| At twenty (20) years of service  | 8% of salary |
- b. All employees hired by the Township on or after 7/1/97 will be granted longevity pay according to the following schedule:
- a) Upon completion of five (5) years continuous service, eligible employees will be paid three hundred dollars (\$300).
  - b) An additional one hundred dollars (\$100) a year will be paid to eligible employees for each additional year of service beyond five (5) years to a maximum of one thousand five hundred dollars (\$1,500).
- c. Longevity payments will be made on the first pay period of November of each year. An employee must be on the payroll of the Township on the date that the longevity payment is made in order to receive said payment. Longevity pay shall not be prorated.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 3. Hours of Employment

The work week shall be fifty-six (56) hours per week on a three (3) platoon system.

The Employer may place an employee on a forty (40) hour per week schedule, but only for purposes of schooling away from Fire Department premises, providing the employee has the right to refuse the schooling. During this time the employee shall suffer no reduction in pay, and shall not be counted for minimum manpower purposes.

Section 4. Trading Time

Subject to manpower requirements, employees shall be permitted to voluntarily trade duty or leave days; provided that, to insure coverage of shifts, they inform the Public Safety Director, through the chain of command, twenty-four (24) hours in advance of the trade. This may be waived in case of unforeseen circumstances with the understanding that the employee originally scheduled to work shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the employee originally scheduled to work.

Section 5. Overtime and Relief Work

Any employee working relief or called back as relief after working his scheduled hours shall be paid at the rate of time and one-half (1½) for all hours worked (converted hourly rate). Overtime will be paid for call-back at a two hour minimum.

Section 6. Work Out of Classification

Any employee temporarily assigned to work in a higher classification for two (2) or more hours shall receive the rate of that higher classification, for all time worked.

**ARTICLE 12 - VACATIONS**

Section 1. Eligibility and Amount

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

- (a) After one (1) year of service-----three (3) duty days
- (b) After two (2) years of service-----six (6) duty days
- (c) After five (5) years of service-----nine (9) duty days
- (d) After ten (10) years of service-----twelve (12) duty days
- (e) After fifteen (15) years of service---fifteen (15) duty days

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

- (f) Employees with at least one (1) year seniority will be granted forty-eight (48) hours of bonus vacation time in the calendar year following a calendar year in which the employee has not used any sick time. One-half (½) hour of bonus vacation time will be deducted for each one (1) hour of sick time taken in a calendar year. If an employee uses ninety six (96) hours of sick time in one calendar year, he loses all bonus vacation time for the following calendar year.

Sick Time used for union business pursuant to Article 5, Section 5 (b) will not count toward the loss of bonus vacation time as described above. Bonus Vacation time may be taken in a minimum of two (2) hour increments, with one (1) hour increments thereafter.

- (g) Employees must take their vacation as earned. Carryover not to exceed nine (9) days may occur only with the permission of the Public Safety Director. An employee may cash out no more than six (6) days of unused vacation each year on the first pay of November or the first pay of June.

Section 2. The anniversary date of service, for the purpose of this Article, shall be measured by reference to the most recent date of appointment to the Fire Department. The vacation period shall be from January 1 to December 31 of each year.

Section 3. Employees separated from the Fire Department due to death or retirement shall be compensated in cash for all unused vacation time accumulated at the regular rate of pay at the time of separation. An employee resigning will likewise be paid providing he gives two (2) weeks written notice to the Public Safety Director of his intent to resign. Employees with less than one (1) year of service whose employment is terminated for any reason, or who resign, are not entitled to any vacation benefits.

Section 4. Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to January 15 of each year. Selection shall be based upon seniority in the Fire Department and each shift shall select independently of the other. Vacations shall be selected in the following manner:

- (a) Employees with six (6) or less vacation days may select during the "summer vacation pick period"(April through September). Selection shall be made by seniority.
- (b) Employees with over six (6) vacation days may select up to six (6) days during the "summer vacation pick period" (April through September) and the balance must be selected during the "winter vacation pick period" (October through March).
- (c) Selection in either period shall be by departmental seniority with the Public Safety Director having final authority to approve all vacation selections and make final vacation assignments. The Public Safety Director will not deny a vacation selection which coincides with a holiday period or



**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

with hunting season (October 1 through December 31) when the only reason for the denial is that any form of specialized training or schooling has been scheduled.

- (d) Vacation days may be taken in one (1) day increments.
- (e) No more than three (3) employees shall be allowed leave time per day in any combination of vacation or personal time with the understanding that vacation time takes precedence over personal time, provided however, that a qualified complement of employees, including at least one Command Officer, must remain available. Provided also that three (3) day vacations shall have precedence over one (1) day vacations.

Section 5. If an employee becomes sick or disabled during his vacation, he may, by notifying the Public Safety Director, or his shift commander on duty and upon proper medical certification of the sickness or disablement at the time it occurs, charge the time off to his sick days and have the period of sickness or disablement credited to his vacation time off and pay. In the event of a death in the employee's immediate family, for which the employee is entitled to Funeral Leave pursuant to Article 13, Section 9 of this Agreement, and if the death and funeral occur while the employee is on vacation, the leave time to which the employee is entitled pursuant to Article 13, Section 9, will be charged as Funeral Leave, and that time will then be credited to the employee's vacation allotment.

Section 6. If a regular pay day falls during the time of an employee's scheduled vacation, he may receive his check before going on vacation, providing he notifies the Township in writing at least one full pay period prior to the time he goes on vacation.

**ARTICLE 13 - ECONOMIC BENEFITS**

Section 1. Sick Days

For purposes of this section, "sick leave day" shall mean a 24-hour duty day.

- (a) Each employee shall be credited with one (1) sick leave day per month of service rendered.
- (b) Any employee going to a forty (40) hour week assignment shall keep his twenty-four (24) hour sick bank and be charged at 1/3 of a sick day (8 hours) if sick during such assignment. Such employee will earn one eight (8) hour sick day per month during such forty (40) hour week assignment and any accumulation while on forty (40) hour assignment will be at the rate of three eight (8) hour sick days equaling one twenty-four (24) hour sick day.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 2

- (a) An employee shall be entitled to charge accumulated sick leave credits for illness or injury; subject to verification by medical certificate or proof of illness, after being off work for two (2) consecutive twenty-four (24) hour duty days. The Employer reserves the right to conduct any reasonable investigation regarding an employee's use of sick days.
- (b) Duty-incurred illness or injury shall not be charged against the accumulated sick leave credits of the employee.

Section 3. Accumulation of sick days for actual use by employees during their employment with the Township shall not exceed the equivalent of 240 duty days. For purposes of payout of accumulated sick days following separation, death, or retirement, the accumulation of sick days shall not exceed the equivalent of 80 duty days.

An employee, upon separation for cause, shall not be paid any unused accumulated sick days. Upon death, retirement, or voluntary separation, providing written notice of resignation is given two (2) weeks prior to resignation, the employee or his beneficiary shall be entitled to payment for one-half (½) of the unused accumulated sick days, with the maximum possible accumulation for such purposes being 80 duty days. Sick days shall not be considered a right as such which the employee may use at his discretion, but shall be used only in case of his personal illness or disability. The sick day bank will be posted at the end of January each year.

An employee on sick time shall not receive more than 100% of his regular pay.

Section 4. Personal Days

For purposes of this Section "Personal Leave Day" shall mean a 24-hour duty day.

Employees will be granted two (2) personal leave days each year for personal business that can only be attended to during the course of the employee's regular duty day. Employees are required to give reasonable notice prior to taking the personal leave day. The personal leave days may be taken in a minimum of two (2) hour increments, with one (1) hour increments thereafter. There shall be no accumulation of personal leave days; days not used will be paid for in the last pay in December. Personal leave days may not be taken on a holiday (Holiday is defined as New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day, Day before New Year's) or the day before or after a vacation day. In unexpected emergency situations which may arise, the notice requirement will be waived upon substantiating the emergency.

When an employee is first hired, he shall receive personal leave days based on one (1) leave day for each six (6) full months which remain in the calendar year subsequent to the employee's date of hire.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Conversely, when an employee is terminated from the Township's employ, he shall be entitled to personal leave days based on accumulating one (1) personal leave day for each six (6) full months that the employee has worked in that calendar year. If the employee has already taken more personal leave days than he is entitled to pursuant to the above clause, then a dollar amount equivalent to the overpayment of personal days shall be deducted from the employee's final paycheck from the Township.

No more than three (3) employees shall be allowed leave time per day in any combination of vacation or personal time, with the understanding that vacation time takes precedence over personal time, provided however, that a qualified complement of employees, including at least one Command Officer, must remain available.

Section 5. Workers' Compensation

(a) Each employee will be covered by the workers' compensation laws of the State of Michigan. An employee off due to an injury or illness arising out of and in the course of employment shall be entitled to 100% of his base weekly earnings from the date of the injury, for a period of one (1) year, with no deduction from his sick leave bank. All appropriate payroll deductions will be taken from these payments. During this one-year period seniority, pension, hospitalization and insurance shall continue at full benefit level, all other fringe benefits shall be pro-rata upon the employee's return to work. As soon as workers' compensation checks are received by the employee for the period of illness or injury, the employee shall endorse and forward the check back to the Township. The Township may offer such an employee a job which the employee may not refuse if such job is available with the Fire Department.

(b) The Township reserves the right to participate in self-insurance programs to provide workers' compensation benefits.

(c) If it is determined that an employee's disability did not arise out of and in the course of employment, the employee is required to reimburse the Township for all payments made by the Township. The Township may utilize any accumulated sick, personal, vacation or leave time credited to the employee to recoup the amounts paid to the employee pursuant to Section 5(a). The Township shall also recover any excess payments the employee received. To avoid hardship on the employee, any such recovery of excess pay shall be made over the same length of time as that in which the excess payments were made, provided the employee remains employed by the Township. If the employee leaves the employment of the Township prior to completely reimbursing the Township for these payments, the Township may take any appropriate legal action.

(d) No employee shall receive more than 100% of his base salary while on a leave of absence due to duty related disability. In the event an injured employee becomes entitled to no fault work loss benefits through an Employer paid policy and workers' compensation benefits, the benefits will be

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

coordinated and the Township's obligation to supplement wage loss benefits under this Article will be limited to bringing the employee to his regular base wage rate.

**Section 6. Uniforms**

(a) The Township shall provide protective gear for each firefighting employee, such as: Helmet, boots, OSHA approved gloves, coat and bunker pants. Protective gear shall only be worn while at work.

(b) The Employer will furnish the following uniform items to all Fire Suppression employees in lieu of any uniform or cleaning allowance:

- 3 long sleeve shirts with patches
- 3 short sleeve shirts with patches
- 6 pants
- 2 sweatshirts
- 6 T-shirts
- 1 pair shoes or boots
- 1 winter jacket with patches
- 1 spring jacket with patches
- 1 belt
- 2 badges
- 1 name plate
- 1 badge holder

(c) The employee must turn in all uniform items furnished upon termination or separation prior to issuance of final paycheck.

(d) All employees shall receive replacement of all issued uniform items from the Fire Department upon the uniform item becoming worn, damaged and/or unserviceable including weight gain or weight loss. Such uniform item shall be presented to the Public Safety Director for determination on the condition of the uniform item.

(e) The Public Safety Director shall make all final determinations on any changes in the uniform.

(f) The Employer shall provide for cleaning every six months, or as needed, for the following uniform items at no cost to the employees:

- (1) one jacket (winter and spring)

(g) The Employer will provide a clothes washer and clothes dryer at each Fire Station.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 7. Food Allowance

Each full-time firefighting employee will be entitled to a food allowance in the total daily amount of \$5.00. To be eligible for this daily food allowance, the employee must be on duty for both the daily lunch and dinner periods, it being understood that the daily lunch and dinner periods normally fall between 12:00 noon and 7:00 P.M.. If employees work a split-shift, only an employee on duty for both the lunch and dinner periods will be paid the daily food allowance. The food allowance will be paid every pay period.

Section 8. Holiday Pay

In lieu of holiday pay as such, each full-time Fire Suppression Division employee will be granted a yearly cash allowance based on the following formula:

$$\text{Employee's Annual Base Pay} \div 2080 \text{ hrs.} \times 96 \text{ hrs.} = \text{Amount of Allowance}$$

This allowance shall be paid on the first pay in November each year. In the event that it is necessary to pro-rate an employee's Holiday Pay, it shall be prorated on the following basis:

The payment shall be pro-rated into increments of one twelfth (1/12). An employee is eligible for one (1) increment per month of completed service. A new employee hired prior to the 15th of a month will receive a full increment for that month. A new employee hired on the 15th of a month or later will not receive an increment for that month. Conversely, an employee who leaves prior to the 15th of a month will not receive an increment for that month. An employee who leaves on the 15th of a month or later will receive a full increment for that month.

Section 9. Funeral Leave

Employees shall be entitled to funeral leave with pay in the event of death in the employee's immediate family as determined under Paragraph 2.

- (a) Up to three (3) calendar days, if death occurs in local area.
- (b) Up to five (5) calendar days, if death occurs in outstate area, or in excess of 250 miles (driving miles, one way from Township Hall).
- (c) The Public Safety Director may grant a reasonable extension of leave to be deducted from the employee's sick days in the event of extraordinary circumstances. The Public Safety Director will exercise his right to grant extensions in a reasonable manner.

An employee's immediate family shall include wife, husband, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law,

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

grandparents, grandparents-in-law, and, in the event employee was raised or living with guardian or relative in same household, such person shall be determined as a member of employee's immediate family. The employee may be required to furnish proof of the death and that he attended the funeral.

Section 10. Optical Program

The Employer shall provide an optical program whereby employees and/or dependents may visit the optometrist or ophthalmologist of their choice for examination and corrective lenses. The Employer will reimburse employees up to \$80 for an examination, up to \$120 for corrective lenses or up to \$200 for an examination and accompanying corrective lenses for each eligible person. This will be limited to one visit per eligible person every two years. Employees will be required to pay for the examination and lenses and will be reimbursed by the Employer.

Section 11. Pension Program

- a) The Charter Township of Canton Retirement Plan, as amended, shall be continued for the duration of this Agreement. The current Principal Financial Group Contract shall be continued for the duration of that particular contract. The employee will contribute 5% of base pay and the Township 15% of base pay. Further, it is understood that there is no credit for past service prior to July 1, 1976. The determining factor for eligibility for retirement benefits is the number of years of full-time service as a Township employee, as stated in the Township's Retirement Plan. A participant with ten (10) years of service and age fifty-five (55) or twenty-five (25) years of service regardless of age, as determined pursuant to the Plan, may elect retirement benefits. Employees shall become vested in the Pension and Retirement Plan after they have completed at least four (4) years of service as defined in the appropriate Plan.
- b) A Pension Review Committee shall be established. One employee representative from this bargaining unit will be a member of the Committee. He shall be selected by the employees in the bargaining unit. This Committee shall meet on a regular basis to review the progress of the Township's Employee Pension Plan, answer questions employees may have regarding the Pension Plan, meet with the representatives of the company administering the Pension, and make recommendations to the Township Board regarding amendments to the Plan.

Section 12. Life Insurance

The Township agrees to provide each employee with group life insurance in the amount of \$50,000. New employees are covered the first of the month following date of hire.

Accidental death and/or dismemberment group coverage in the amount of \$50,000 will also be provided.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Retirees will be provided with \$1,000 group life insurance.

Section 13. Hospitalization and Surgical Coverage

A. Health Insurance

The Employer agrees to provide employees, their spouse and dependent children with Blue Cross/Blue Shield Trust 15-Plus 15, MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider, or with equivalent coverage. The Employer shall pay the full cost of this coverage.

The Employer has the right to select or change carriers, after discussion with the Union, provided that the coverage is equivalent to or better than the BC/BS Trust 15-Plus 15, MVF-1, Master Medical Option 5, ML Rider, \$5.00 MAC, APDBP drug prescription rider. New employees will be covered as provided for in the applicable insurance contract. The Employer will pay for only one insurance coverage per family.

An employee, after verifying to the Employer that he is covered by health insurance through his spouse, may elect not to participate in the health insurance plan currently offered to employees in the bargaining unit.

1. In such event, those employees who elect not to participate in such plan shall be paid a sum of twelve hundred dollars (\$1,200.00) annually which shall be paid in equal monthly amounts.
2. If an employee elects not to participate in the health insurance plan he will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if an employee loses health insurance coverage through his spouse, the employee will be allowed to re-enter the health insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.

The hospitalization and surgical insurance of an employee who suffers a duty related death shall be continued for the employee's spouse and dependent children. The insurance coverage for the spouse shall continue until such time as the spouse remarries, is eligible for health insurance through her employer or reaches age 65 whichever occurs first. The insurance coverage for a dependent child shall continue until the child attains his 19th birthday or is eligible for other coverage (e.g. if mother remarries, through his employer, etc.), whichever occurs first.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

**B. HMO Option**

An HMO option shall be made available to all employees. The Township reserves the right to cancel a particular HMO in its sole discretion with sixty (60) calendar days advance notice to employees.

**C. Retiree Health Insurance**

The Employer shall provide future retirees, their spouse and dependent children with Blue Cross/Blue Shield Trust 15, Plus 15, MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider, or equivalent or better coverage. Should the retiree move out of the Trust 15, Plus 15 (PPO) coverage area, the above outlined insurance will convert to traditional Blue Cross/Blue Shield with MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider. The Employer will pay 100% of the group rate for this coverage for employees who retire from the Employer with twenty-five years of service. The Employer will pay 50% of the group rate for this coverage for employees who retire from the Employer with more than ten (10) years of service and who have attained age fifty-five (55). Upon reaching age 65, the Employer will assume full cost of the Complimentary Medicare coverage, which will require the Employer to supplement the Medicare payment so that the employee is entitled to the above listed coverage.

The hospitalization and surgical insurance of a deceased retiree shall be continued for the retiree's spouse and dependent children. The hospitalization insurance coverage for the spouse shall continue until such time as the spouse remarries, is eligible for health insurance through her employer or reaches age 65, whichever occurs first. The insurance coverage for a dependent child shall continue until the child attains his 19th birthday or is eligible for other coverage (e.g. if mother remarries, through his employer, etc.), whichever occurs first.

Retirees who must pay 50% of the hospitalization and surgical coverage group rate shall pay such amount in advance on a quarterly basis. If payment is not received by the Township prior to the beginning of each quarter, the Township will mail a final request for payment to the retiree. Failure by the retiree to make full and complete payment each quarter within ten (10) calendar days after the final request for payment is sent by the Township shall result in the retiree being dropped from the hospitalization and surgical coverage effective immediately. It is the responsibility of the retiree to insure that the Township is notified of his current address at all times.

If there is a change in rates by the hospitalization and surgical insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following quarterly payment.

During all periods of time that a retiree or retiree's spouse is employed and said employer provides health insurance coverage, the retiree or spouse must take said health insurance coverage



**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

and the retiree and spouse shall cease to be eligible for the Retiree Health Insurance program set forth above. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's health insurance shall be considered the secondary insurance. Provided, however, that should the retiree or retiree's spouse cease to be covered by health insurance from an outside source, they shall again be eligible for the Retiree Health Insurance program set forth above.

**D. Change In Carrier**

The Township and Union agree that in the event the township desires to change any insurance carrier, or to participate in self-insurance programs, the parties will negotiate concerning the change, except as otherwise provided in this Agreement. If the parties cannot reach an agreement, the dispute will be submitted to an insurance arbitrator.

**E. Sickness and Accident Benefits**

1. **Short Term.** The Employer agrees to provide the employee with benefits which will pay 66 2/3%, up to \$125 per week, of the employee's weekly base earnings at the time of disability on a first day of accident, first day of hospitalization, eighth day of sickness for non-occupational accident or sickness for a period of up to 180 calendar days. After 180 calendar days, the employee is eligible for Long Term Disability benefits as provided in Article 13, Section 13 E2 of the contract.

The Short Term Disability Benefit will be supplemented by the employee's Sick Days to allow the employee to receive 100% of his base weekly salary.

The Township is fully self-insured for this Short Term Disability benefit.

2. **Long Term.** The Employer shall provide long-term disability benefits, subject to the carrier's terms and definitions and coordination of benefits provisions, as follows:

1. Disability - due to either service connected or non-service connected sickness or injury.
2. Elimination Period - 180 calendar days
3. Maximum Benefits - to age 65
4. Monthly Benefit - 60% of wages not to exceed \$2,000 per month.
5. Article 13, Section 5 shall prevail during calendar year of duty disability.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

F. Dental/Orthodontics

The Employer will provide a 60/40 dental plan with a \$1,000 per year maximum per person, with 50/50 orthodontic coverage with a \$1,000 lifetime maximum to age 19. Effective 7/1/99, the Employer will provide a 80/20 dental plan with a \$1,000 per year maximum per person, with 50/50 orthodontic coverage with a \$1,000 lifetime maximum to age 19. The Employer reserves the right to select the insurance carrier including self-insurance. The Employer shall pay for only one dental insurance coverage per family.

An employee, after verifying to the Employer that he is covered by dental insurance through his spouse, may elect not to participate in the dental insurance plan currently offered to employees in the bargaining unit.

1. In such event, those employees who elect not to participate in such plan shall be paid a sum of one hundred twenty dollars (\$120.00) annually which shall be paid in equal monthly amounts.
2. If an employee elects not to participate in the dental insurance plan, he will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if an employee loses dental insurance coverage through his spouse, the employee will be allowed to re-enter the dental insurance plan offered by the Employer on the first calendar day of the succeeding month after verifying said loss of coverage to the Employer.

Section 14. Liability Insurance

The Employer will provide liability insurance which will fully protect the employees from any damage claims arising in the course of their employment, providing such liability insurance coverage is reasonably available in the insurance market. The Employer has the right to participate in self insurance programs which provide the employees with this protection.

Section 15. Emergency Medical Technician

All employees shall be certified by the State of Michigan as Emergency Medical Technician, and shall continuously maintain EMT certification. All costs associated with maintaining an employee's EMT certification shall be paid by the Employer. The Employer shall not require that employees become certified above Basic EMT. Employees shall receive a yearly \$600 EMT allowance. This allowance will be paid on the first pay of December each year.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

EMT squad assignments will be made by the on-duty shift commander at each station at the beginning of each shift. The shift commander, in determining squad assignments, shall make such assignments according to the following:

- a. At Station 1, the Sergeant and the most senior firefighter, or in the absence of a Sergeant, the two most senior firefighters on duty will be excluded from squad assignment.
- b. At Station 2, the most senior firefighter on duty will be excluded from squad assignment.
- c. The shift/station commander on duty at each station will not be assigned to a squad.

This does not preclude temporary assignment of persons on duty to the squad based on the operational needs of the department. Nor does this preclude a senior employee from volunteering for squad assignment.

**Section 16. Advanced Life Support (ALS)**

1. The Township shall determine the staffing and daily assignment for the Advanced Life Support (ALS) Program in its sole and exclusive discretion. The minimum staffing per ALS unit will be two paramedics. ALS will be staffed by shift, by a formula of two paramedics x the number of ALS rigs in service + 3 additional paramedics. When the number of paramedics exceeds twenty-one (21), the parties shall meet and negotiate regarding further staffing.
2. The Township may terminate the ALS program at any time in its sole and exclusive discretion. If the ALS program is terminated, the Township will help the employees maintain their ALS certification.
3. Assignment to the ALS program shall be done on a volunteer basis. The Township shall not require that employees hired prior to 7/1/97 become certified above Basic EMT. All employees hired on or after 7/1/97 shall be ALS licensed. The most senior Firefighter/Medic will be allowed to withdraw from the ALS program/equalization as described in Section 4 below, providing there are enough less senior licensed Firefighter/Medics as stated by the formula in Section 1 above.
4. Total hours assigned to the back of the ALS unit will be kept by the Union and assignments to the back of the ALS unit will be based on equalization of time, with the lowest hours being required to work the back.
5. Employees who receive training for ALS shall be paid their regular rate of pay for any training done on their regular duty day. The employee shall receive paid overtime at time and one-half or Schedule Adjustment Time at straight time (at the employee's option) for any

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

training done on the employee's off days. Schedule Adjustment Time is defined as any time that an employee spends in approved training on the employee's off day will be adjusted on an hour for hour basis so that the employee will be allowed to schedule an equivalent amount of time off from his regularly scheduled duty day. This time shall be taken within the same pay period, one pay period prior or one pay period after the training date.

6. All continuing education credit classes for ALS license renewal will be done in-house whenever practical. Any classes that the paramedic is required to take away from the department off duty will be paid at overtime at time and one half or Schedule Adjustment Time at straight time (at the employee's option).
7. The Township will cover the cost of required schooling, continuing education and physical exams/vaccinations.
8. All licensed paramedics participating in the equalization as described in Sub-section 4 above will receive a base wage as Firefighter/Medic in accordance with Article 11, Section 1 Wages of this collective bargaining agreement with the exception of all Command Officers. Command Officers are exempt from the ALS equalization described in Sub-section 4 above. However, any Command Officer and Firefighter/Medic not participating in the equalization as described in Sub-section 4 above who maintains their ALS license will receive a \$1,300 annual ALS bonus to be paid on the first pay of November. If it becomes necessary to use a Firefighter/Medic collecting an annual ALS bonus instead of the Firefighter/Medic wage for more than thirty (30) calendar days, that employee will be placed on the Firefighter/Medic wage scale for as long as that employee remains in the ALS assignment equalization rotation. During this period the \$1,300 annual ALS bonus will be prorated by month.

Section 17. Employee Fitness Program

All employees shall have the option of participating in the Township's Physical Fitness Testing Program (PFT). The PFT shall be scheduled by the Township from May to October. Employees who successfully complete the PFT by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a \$250 fitness allowance payment on the first pay period of December. Those who fail to successfully complete the test or who are excused from participation will receive no fitness allowance.

Participants shall be permitted to dress in a comfortable, athletic-type clothing and wear running or athletic shoes.

Personnel on duty shall participate without loss of pay, personnel off duty shall not receive additional compensation.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

The physical fitness test shall consist of three (3) events; Pushups with a two (2) minute time limit, Situps with a two (2) minute time limit, and a Two (2) Mile Run.

- A. Pushups: Pushups shall be done with palms of the hands flat on the ground and toes on the ground, no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two (2) minutes. The exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back will constitute one (1) repetition. The exercise will have a two (2) minute duration.
- B. Situps: Situps shall be done with knees bent, arms folded over chest and the feet held down. The exercise will start with the participant lying with the upper body on the ground, then raise the upper body until the upper body is past the vertical, then lower the upper body back, but not to the point of touching the ground. Raising the upper body from the starting position and return to the starting position shall constitute one (1) repetition. The exercise will have a two (2) minute duration.
- C. Run: The run shall consist of traversing a measured two (2) mile distance within a time period.
- D. Scoring: Minimum acceptable scores are as follows:

Age	Pushups	Situps	Run
	<u>Men/Women</u>	<u>Men/Women</u>	<u>Men/Women</u>
18-25	40/18	40/27	17:55/22:14
26-30	38/15	38/25	18:30/22:29
31-35	33/14	36/23	19:10/24:04
36-39	32/13	34/21	19:35/25:34
40-45	30/12	32/19	20:00/26:00
46-50	28/11	30/17	21:00/27:00
51-55	26/10	28/15	22:00/28:00
56+	24/09	26/13	23:00/29:00

**Section 18. Tuition Reimbursement Program**

- A. Purpose and Scope:

This program is offered to encourage employees to improve their job skills, to increase their value to the Township and to assist them in preparing for future advancement with the Township.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

The scope of the program does not include special seminars or "short courses" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training.

**B. General Provisions:**

The following provisions are established to govern the administration of the Township's Tuition Reimbursement Program:

(1) Application for Tuition Reimbursement may be made by any employee who has completed his probationary period.

(2) Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (e.g. internship, work study, independent study, GI Bill, scholarships, vocational, rehabilitation, etc.)

(3) An application will be approved only for course work directly related to the employee's present job.

(4) Reimbursement shall be made only for course work completed at accredited colleges and universities (North Central accreditation).

(5) Reimbursement shall be limited to Eight Hundred (\$800.00) Dollars per participant per Township fiscal year for credit courses.

(6) Reimbursement for tuition shall be according to the following schedule:

100% reimbursement for courses completed with "C" or higher or numerical equivalent (70 or above)

0% reimbursement for courses with a grade less than "C" (below 70)

0% reimbursement for courses not completed (e.g. drop, incomplete, audit, withdrawal)

(7) Employees must submit an official school transcript showing final grade received. The employee shall be considered as having concluded a class when the term ends for which the school quotes the tuition fee.

(8) Because funds for the Tuition Reimbursement Program are limited, priority shall be governed by the date and time that completed applications are received in the Personnel Division. Approval and reimbursement is contingent upon the availability of funds as budgeted by the

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Township, the employee's successful completion of the course, and adherence to the procedures and policies of the Program.

(9) Expenses such as registration, books, lab fees, parking, mileage, etc., shall not be part of the Tuition Reimbursement Program.

(10) The applicant shall attend classes on his own time and without compensation from the Township.

(11) An employee must have prior approval for a course to receive reimbursement.

(12) The employee shall be required to refund all money received under the program in the event the employee separates from the Township service within a three year period subsequent to completion of the course. Payment shall be in one lump sum to be deducted from the employee's final paycheck or reimbursed forthwith by the employee upon termination of employment with the Township.

(13) An employee must apply for reimbursement within thirty (30) calendar days of receipt of the final grade in the course.

(14) It is the Township's belief that the reimbursement benefit under this policy will be considered income by the Internal Revenue Service. Therefore, this benefit will be subject to the appropriate payroll taxes.

(15) It is recognized that in an area as broad as Tuition Reimbursement, this policy may not cover all situations. The Merit Commission shall be the final authority in judging whether reimbursement shall be made. The decision of the Merit Commission shall be final and binding on all parties.

**C. Tuition Reimbursement Program Procedures**

1. An employee who wishes to apply for tuition reimbursement from the Township shall obtain an application form from his department. This application form must be completed by the employee and submitted to the employee's Department Director.
2. The application will be reviewed by the Department Director. If the application is approved by the Department Director, it shall be forwarded to the Personnel Manager. If approved by the Personnel Manager, then the employee shall be eligible for tuition reimbursement.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

3. Within thirty (30) calendar days after successful completion of an approved course, the employee shall present to his Department Director an official transcript of the course grade and credits as well as an appropriate receipt for tuition. This material will then be forwarded to the Personnel Division for review and approval or disapproval.
4. If the transcripts and receipts submitted to the Personnel Division are deemed acceptable pursuant to the Township's Tuition Reimbursement policy, the Personnel Division shall prepare and forward a check request to the Financial Services Division (Payroll) for the employee's reimbursement on the next regular pay.
5. All disputes regarding this Tuition Reimbursement Program shall be submitted to the Township Merit Commission. The decision of the Merit Commission shall be final and binding on all parties.

**ARTICLE 14 - STRIKE PROHIBITION**

Section 1. The Township agrees it will not lock out employees during the term of this Agreement.

Section 2. The Union and the members of the bargaining unit will not engage in or sanction any strikes, sitdowns, stay-ins, slow-downs, stoppages or sympathy strikes during the term of this Agreement.

**ARTICLE 15 - SAFETY**

Section 1. Minimum Manpower Requirement

(a) There will be eight (8) or more firefighting employees on duty and available to respond to runs during normal shifts.

(b) Insofar as it is possible, there will be six (6) firefighter employees at the main station and four (4) firefighter employees at the sub-station.

(c) There will be a command officer in charge at each station at all times. There will be no step-up pay for any employees above the rank of Firefighter who are required to replace or who perform all the duties of another command officer. Firefighters who replace or who perform all the duties of a command officer will be paid at the Sergeant's rate. For the purposes of step up pay, it is understood that there is only one (1) command officer position at each station. Station 1 will have a Lieutenant as the regularly scheduled shift commander and Station 2 will have a Sergeant as the regularly schedule station commander. There shall be an additional Sergeant assigned to Station 1 who shall be the least senior Sergeant, with the Fire Chief having the authority to reassign the Sergeant based on the operational needs of the department. Any individual who may be promoted to achieve this staffing will not be granted any retroactive benefits based



**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

on such promotion. He will receive all benefits, as set forth in the collective bargaining agreement, effective the date of any such promotion.

Section 2. The Township shall furnish the necessary equipment, in good working order, to insure the maximum safety to the employees.

Section 3. A Safety Committee shall be appointed on an annual basis and shall consist of the Township representative, the Public Safety Director and two firefighters to be designated in writing by the Union to the Township on an annual basis.

**ARTICLE 16 - MAINTENANCE OF CONDITIONS**

Section 1. Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, except as expressly agreed by the parties.

Section 2. The Township will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

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 Agreement shall prevail.

**ARTICLE 17 - MISCELLANEOUS**

Section 1. Parking

Suitable parking facilities for employee automobiles shall be provided at all Fire Department facilities, fire stations, and work sites.

Section 2. No employee of the Fire Department shall be required to do special skilled work usually performed by a skilled tradesman, (e.g. electrician, plumber, carpenter, or painter). However, this does not preclude any employee from voluntarily performing such work. The ordinary housekeeping, as presently performed, maintenance of grounds (such as cutting grass, shoveling snow) and such other tasks which are presently voluntarily performed, and that add to the safety and beautification of the station and property, shall continue.

Section 3. Members of the bargaining unit will not be required to wash outside windows when the temperature is below 40°.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 4. Copy of Agreement

One copy of this Agreement shall be distributed by the Township to all members of the bargaining unit. Distribution shall be made within thirty (30) calendar days after ratification and signing by all parties.

Section 5. Work and Training Schedule

Ordinary housekeeping will be completed between 8:00 A.M. and Noon with a one-half hour break period during this time. Employees are then entitled to a one hour lunch period. The regular work routine is not required to be followed on Sundays and Township holidays. However, on Sundays and Township holidays employees will perform all housekeeping required to keep Department stations clean and presentable to the public, and employees will maintain all equipment in a serviceable and ready condition. Hose testing will be done only between the hours of 8:00 A.M. and 3:00 P.M..

Normal shift training will be conducted Monday through Saturday between the hours of 8:00 A.M. to 5:00 P.M.. There will be no mandatory training on Sundays or Township holidays. All training shall be approved by the Training Committee with the Fire Chief having final authority.

The Employer may reschedule employees, on a hour for hour basis, who wish to voluntarily attend a training class on off duty time. Such rescheduling of time shall be during the employee's normal shift. The rescheduling of time shall not conflict with the granting of personal or vacation days, or minimum manning.

Employees shall have the option to accrue a maximum of eighty (80) hours compensatory time.

Employees are required to give reasonable notice when taking compensatory time. The Public Safety Director or his designated representative may grant approval with less notice at his discretion. It is understood that the Public Safety Director has the right to deny the taking of compensatory time, taking into consideration the operating needs of the Department.

No more than thirty-five (35) hours of compensatory time earned in one (1) year may be carried over to the following year.

All compensatory time not taken before December 31 or scheduled to be taken after December 31 of each year, or carried over shall be paid the last pay in December. Scheduled compensatory time must be scheduled prior to December 31.

Section 6. Mileage

The Township will reimburse employees 20¢ per mile for any mileage that the employee may incur while on duty, and which is related to the employee's firefighting duties.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 7. Court Time

(a) When an employee is subpoenaed to appear in court on a matter connected with the employee's employment with the Township, and the employee is not on duty, he shall receive one and one-half (1½) times his normal hourly rate of pay, for a minimum of two hours for time spent at court. If on duty, the employee may leave work with pay to attend such session, and then return back to work, provided the appearance is connected with the employee's employment with the Township.

(b) In the event an employee receives a fee for his appearance in court, said fee shall be turned over to the Township and the employee shall only receive compensation in accordance with this collective bargaining agreement.

Section 8. Jury Duty

When an employee with one (1) or more years of service is called to report for jury duty, he shall be paid by the Employer for each duty day spent performing jury duty, if the employee would otherwise have been scheduled to work for the Employer, an amount equal to the difference between the jury duty pay and his regular straight time rate, up to twenty-four (24) hours pay per duty day, for a period not to exceed thirty (30) calendar days in any one calendar year, and providing he submits proof of jury duty pay.

If the employee is excused from jury duty prior to the end of his scheduled duty day, he will be required to return to work to complete his scheduled duty day.

Section 9. Repayments

An employee shall repay all overpayments made to him by the Township. The maximum amount which can be deducted from any single paycheck is five percent (5%) of the employee's gross pay. There will be a two (2) year limitation period, beginning from the date of overpayment, within which the Township must begin making the deductions. This does not effect any right the Township may have under civil law.

Section 10. Light Duty

An employee who is off duty due to a service-connected or non-service-connected injury or illness may be assigned to light duty subject to the approval of the employee, employee's physician, and the employee's Public Safety Director. Employees on light duty shall be assigned to a 40 hour work week. Hours of work will be determined by the Public Safety Director. During any week worked less than 40 hours the employee shall use leave time, which shall include vacation time, sick time, personal time, or compensatory time. Work shall be limited to fire-related activities. During this time the employee shall suffer no reduction in pay, and shall not be counted for minimum manpower purposes. This light duty assignment may be terminated at the discretion of either party with written notice to the other party.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

While an employee is working a 40 hour per week light duty assignment the following shall prevail:

- A. The employee's hourly rate of pay shall be adjusted for a 40 hour week rather than a 56 hour week (Employee's annual salary ÷ 2912 for 56 hour week vs Employee's annual salary ÷ 2080 for 40 hour week).
- B. The employee shall be required to work forty (40) hours per week and shall receive Holiday Pay in accordance with Article 13, Section 8 of the contract.
- C. The employee shall be eligible for three (3) eight-hour days of Personal Time per year.
- D. The employee's Sick Days will be administered in accordance with Article 13, Section 1 of the contract.

**ARTICLE 18 - LEAVES OF ABSENCE**

Section 1. Requesting Leaves of Absence

Upon application to the Public Safety Director or his designated representative, a leave of absence may be granted, without pay, to employees for up to thirty (30) calendar days. Requests for more than thirty (30) calendar days may be granted but only upon approval by the Township Supervisor.

Section 2. Reasons For Leaves

Leaves may be granted for the following reasons, which are not all inclusive. Proof of the stated reasons may be required by the Township.

(a) Education Leave. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation, may attend a recognized university, trade school or technical school for a period not to exceed one year. Written proof of school attendance must be submitted, at the expiration of each semester.

(b) Sick Leave. Any employee known to be ill may be granted sick leave, without pay, for a period equal to his seniority, or two (2) years, whichever is greater. All sick leave shall be subject to such verification as the Township may see fit to require, including an examination at any time by a physician designated by the Township. The Township shall pay the examination fee.

(c) Pregnancy Disability Leave. (1) Pregnancy disability leave shall be administered in accordance with state and federal law. (2) A leave of absence for child care may be granted upon request for a period of not more than one (1) year. An extension may be granted for up to one (1) additional year.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

(d) Military Leave. For National Guard duty, Army encampments, Naval Reserve cruises.

**Section 3. Returning From Leave of Absence**

When returning from any leave of absence, it shall be the obligation of the employee to notify the Township that he is returning ready, willing and able to work three (3) calendar days before his return to work. For leaves of absence of thirty (30) calendar days duration or longer, the employee must give fifteen (15) calendar days notice of intention to return to work.

**Section 4. Extensions of Leaves of Absence**

Requests for extension of leaves of absence must be made fifteen (15) calendar days prior to the termination of the original leave. The Public Safety Director will give his answer, granting or denying the request for extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

**Section 5. Copies of Leaves of Absence**

The Union will be given copies of leaves of absence when granted.

**Section 6. Seniority During Leaves**

Seniority shall continue and accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the employee had at the time leave was granted, or two (2) years, whichever occurs first. No other fringe benefits will be continued or granted during the term of the leave of absence.

**Section 7. Family and Medical Leave Policy**

An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the Township's then existing FMLA Policy in addition to all other relevant sections of this contract.

**ARTICLE 19 - SAVINGS CLAUSE**

**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 contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and in-operative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

Section 2. This Agreement shall be binding on successors and assigns on both parties regardless of changes in management, consolidation, merger, transfer, annexation and location. This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any geographic alterations.

**ARTICLE 20 - DURATION AND TERMINATION**

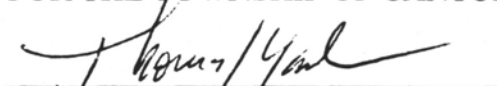

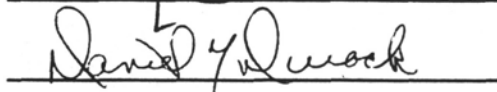
Section 1. This agreement shall be effective the 24<sup>th</sup> day of November 1997 and shall remain in full force and effect to and including June 30, 2000.

Section 2. The parties agree that, commencing not later than March 1, 2000 at the request of either party, they will undertake negotiations for a new agreement for a succeeding period.

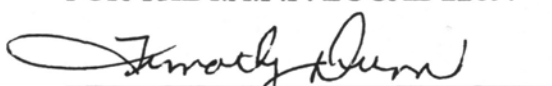
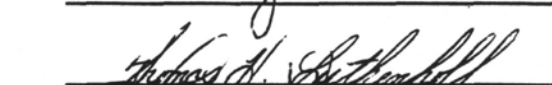
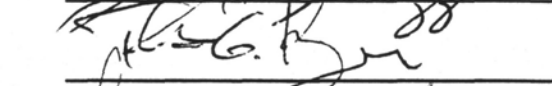
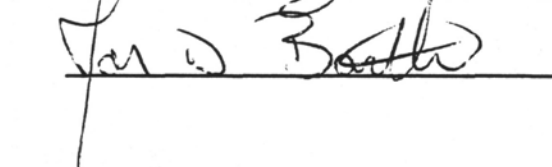
Section 3. In the event negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 24<sup>th</sup> day of November, 1997.

FOR THE TOWNSHIP OF CANTON:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE I.A.F.F. LOCAL 2289:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

---

**LETTER OF UNDERSTANDING**

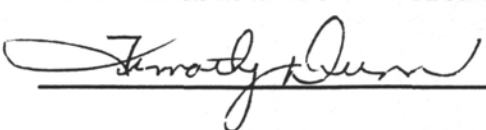
It is hereby understood and agreed by and between the Charter Township of Canton and Local 2289 I.A.F.F. that the seniority of Steven Apostal shall be determined as follows:

1. Steven Apostal's date of hire with Canton Township is 3/20/89. This shall be his seniority date for vacation eligibility, pension vesting, retirement, uniform allowance and longevity pay purposes.
2. Steven Apostal's date of hire as a Firefighter is 9/23/90. This shall be his seniority date for promotion, vacation pick, wages and layoff purposes.
3. Steven Apostal shall be placed on the Firefighters Union seniority list by his date of hire as a Firefighter. His Township date of hire shall be in parenthesis next to his Firefighter seniority date.

FOR THE TOWNSHIP OF CANTON:

  
\_\_\_\_\_

FOR THE I.A.F.F. LOCAL 2289:

  
\_\_\_\_\_

Dated: October 20, 1995

**LOCAL 2289 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
JULY 1, 1997 - JUNE 30, 2000**

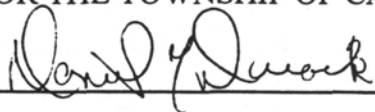
---

**LETTER OF AGREEMENT**

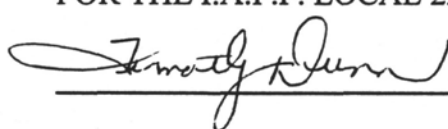
It is hereby understood and agreed by and between the Charter Township of Canton and Local 2289 I.A.F.F. that the seniority of Christopher Stoecklein shall be determined as follows:

1. Christopher Stoecklein's date of hire with Canton Township is 8/19/96. This shall be his seniority date for vacation eligibility, pension vesting, retirement, uniform allowance and longevity pay purposes.
2. Christopher Stoecklein's date of hire as a Firefighter is 5/15/97. This shall be his seniority date for promotion, vacation pick, wages and layoff purposes.
3. Christopher Stoecklein shall be placed on the Firefighters Union seniority list by his date of hire as a Firefighter. His Township date of hire shall be in parenthesis next to his Firefighter seniority date.

FOR THE TOWNSHIP OF CANTON:

  
\_\_\_\_\_

FOR THE I.A.F.F. LOCAL 2289:

  
\_\_\_\_\_

Dated: June 10, 1997

G:\ASDADMIN\WP60\UNIONS\FIRE\CONTRACT\97FIRE.WPD