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COLLECTIVE BARGAINING AGREEMENT
 BETWEEN
 THE CHARTER TOWNSHIP OF COMMERCE BOARD
 AND
 THE CHARTER TOWNSHIP OF COMMERCE PROFESSIONAL FIREFIGHTERS UNION
 APRIL 1, 1997
 THRU
 MARCH 31, 2001

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SALARY AND LONGEVITY SCHEDULES (SCHEDULE "A")

Commerce Township

INTRODUCTION

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF COMMERCE
AND
THE CHARTER TOWNSHIP OF COMMERCE PROFESSIONAL FIRE FIGHTERS UNION
LOCAL 2154, I.A.F.F.

This agreement is entered into this 10th day of May, 1997 by and between the Charter Township of Commerce Board, hereinafter referred to as the "Board" and the Charter Township of Commerce Professional Fire Fighters Union, Local 2154, hereinafter referred to as the "Union", which is affiliated with the Michigan State Fire Fighters Union, AFL-CIO through the International Association of Fire Fighters, and AFL-CIO Metropolitan Detroit.

WITNESSETH

Whereas, the Board and the Union have reached certain agreements with respect to hours, wages and terms and conditions of employment, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of Michigan of 1965, for all full-time uniformed Fire Fighters of the Charter Township of Commerce fire Department, except the Fire Chief.
- B. The term "employee" when used herein, shall refer to Fire Fighters included in the unit for bargaining as set forth. The term "Board" when used herein, shall refer to the Charter Township of Commerce Board and the Fire Chief.
- C. The Board agrees not to bargain with any other full-time uniformed Fire Fighters organization or individual employee other than the Union. Individuals and/or groups of employees shall be able to present their views to the Board and the Board shall be able to meet with any employee.

ARTICLE II

AGENCY SHOP

- A. Pursuant to Section 10 of PERA, as amended, employees have the right to join, not join, maintain or terminate their membership in the Union as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters.
- B. Except as provided elsewhere herein, all full-time employees in the bargaining unit shall, on or before the sixtieth (60th) day following the beginning of their employment;
- (1) Become members of the Union or
 - (2) Pay to the Union the amount of money, referred to as a service fee, which the Union certifies in writing as a cost equal to the Union's regular monthly dues.
- C. The interpretation, application, administration and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended and construed by the National Labor Relations Board and Federal Courts and to the extent that it does not conflict with any Federal or State Laws.
- D. An exception to Section B above shall be that any temporary or part-time employees shall not be required to join or pay a service fee.
- E. The Board shall deduct from each regular pay as dues or service fees from the pay of each employee from whom it receives a voluntary authorization to do so. Such sums accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union within thirty (30) days after such collections have been made.
- F. If an employee has tendered directly to the Union his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of any employee who has resigned from or has been expelled by the Union for any reason other than his failure to tender the dues or service fee to the Union, either directly or after revocation of his authorization.

(AGENCY SHOP con't)

- G. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other form of liability by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE III

RIGHTS AND RESPONSIBILITIES

A. Employee Rights and Responsibilities

1. Released Time: Officers of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill the Union responsibilities of negotiations with the Board, (or its designated representative) processing of grievances and administration and enforcement of this Agreement, provided there is sufficient manpower available so as not to unduly interfere with the operation of the department and permission is received. All matters involving the processing of grievances and administration and enforcement of this Agreement shall be conducted expeditiously and with as little lost time as possible.

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.

3. The employee accepts responsibility to strive for excellence as a fire fighter and to take advantage of opportunities for continually improving his work.

4. Nothing in this Agreement shall be construed to deny or restrict an employee's right under the Michigan Laws.

5. The Union may use a portion of the bulletin boards in either fire station to post notices of its business or social meetings.

6. The Union may schedule meetings at fire station property, after receiving permission from the Chief. The meetings are not to be disruptive of the duties of the employees or the efficient operation of the fire department. All requests for meetings should be requested twelve (12) hours in advance.

7. Seniority shall be defined as length of service as a full-time fire fighter with Commerce Township.

8. Employees hired new to the Fire Department shall serve a probationary period of one (1) year.

ARTICLE IV

MANAGEMENT RIGHTS

A. Rights of the Board: It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely the responsibility of the Township Board. Other rights and responsibilities belonging to the Township Board are hereby recognized prominent among which, but by no means wholly inclusive are: work to be performed within the unit; amount of supervision necessary; material and equipment selection methods; schedules of work; together with the selection of procurement; designing, engineering and the control of equipment and materials; to contract or otherwise except as they may otherwise be limited in this Agreement.

It is further recognized that it is the responsibility of the Township Board for the selection and the direction of the individual employees including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

Fire fighters

ARTICLE V

INSURANCE COVERAGE

A. PPO OR BLUE CARE NETWORK

Fire Fighters hired AFTER April 1, 1994 will only be offered a (1) PPO, (Plan S -PPO-with PDP \$3.00 PD-MAC/APDBP, or (2) BLUE CARE NETWORK for Health care coverage at Township expense, for each full-time employee, as a single subscriber, or married with spouse or married with spouse and family.

B BLUE CROSS/BLUE SHIELD

Fire Fighters hired before April 1, 1994 will be offered (1) Blue Cross/Blue Shield Comprehensive Hospital Room option MVF-1, D45NM, FC, FAE/RC, SD Prescription drugs with \$2.00 deductible and Master Medical Option II, (2) PPO-Plan S-with PDP \$3.00 PD-MAC/APDBP or (3) Blue Care Network, for each full-time employee, as a single subscriber, or married with spouse or married with spouse and family.

C. COORDINATION OF BENEFITS

It is understood that any employee covered by any other employer (i.e.: spouse's employer or other employer) paid Blue Cross/Blue Shield hospitalization insurance policy is not eligible for the above coverage.

D. DELTA DENTAL

The Board shall pay the cost of the following Delta Dental Insurance for each full-time employee as a single subscriber, or married with spouse, or married with spouse and family.

Class I, preventive, diagnostic and emergency palliative- 100 percent (100%); the balance of Class I benefits including radiographs - 50 percent (50%).

Class II, prosthetics - 50 percent (50%).

Maximum Contract Benefit - \$800.00 per person -
total per contract year on Class I and II Benefits.

E. LIFE INSURANCE

The Board shall provide each employee with a term life insurance policy or policies in the amount of \$25,000.00. The Board will provide, upon request a description of the policy or policies to the requesting employee.

(INSURANCE COVERAGE con't)

F. LIABILITY INSURANCE

Each employee shall be covered by the Township's Liability Insurance in a combined amount of at least two and one-half million dollars for each occurrence.

G BIDDING

The Township may bid out for all insurance plans for the most cost effective plan as long as it is equal to or is better than the existing plan.

H. ELIGIBILITY

The insurance benefits provided in this contract shall begin when the employee has properly completed the necessary forms according to the terms of each insurance carrier. Such insurance shall terminate when the employee's employment is terminated.

I. SURVIVOR'S BENEFITS

If an employee dies in the line of duty, the Board shall cover the spouse or spouse with family, with health insurance for one (1) year at one hundred (100%) percent of the cost, for the second year at seventy-five (75%) percent of the cost and for the third (3rd) and fourth (4th) year at fifty (50%) percent of the cost. Such insurance shall terminate when the spouse can be covered by health insurance through employment and/or re-marriage.

J. Notwithstanding the provisions of this Agreement, the terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters concerning the eligibility and termination of coverage.

ARTICLE VI
COMPENSATION

- A. The salary schedule and longevity schedule for employees covered by this Agreement is set forth in Schedule A which is incorporated in this Agreement. The schedule lists the amount a full-time employee can earn by being on duty a full year.
- B. Employee shall be paid every other Friday.
- C. Salary deductions are authorized for the Federal and State Income Tax, Social Security, Municipal and Health Services Credit Union and the present life insurance and Allocated Retirement Account program through the Manufacturers Life Insurance Company and union dues and/or service fee deductions and any other deductions authorized by the employee and approved by the Board.
- D. All hours assigned in excess of a fifty-six (56) hour week for regular uniformed personnel shall be paid at the rate of time and one-half of the employee's regular rate of pay. The employee shall work overtime when necessary and overtime shall be allocated as evenly as possible among all employees to perform this work. The fifty-six (56) hour week is the standard number of hours a fire fighter works based on 1925 Public Act 125, as amended (MCLA 123,841). The Township's obligation to pay overtime shall be established by applicable law.

HOLD BACK PAY - ONE (1) WEEK: The Township will hold back one weeks pay from each Fire Fighter in the same manner as hold back from other employees.

ARTICLE VII
CONTINUOUS OPERATION

- A. The Union shall not authorize, cause or engage in or sanction any strike, picketing while on duty, or refusal to perform the duties of employment, by any employee and no employee shall cause or participate in a strike, picket while on duty or refuse to perform the duties of employment. For a violation of any part of this Article the employee may be disciplined. The Union shall be liable for any and all damages and injuries incurred by the Board as a result of any violation of this Article authorized or sanctioned by it.

ARTICLE VIII
LEAVES

A. SICK LEAVE: An employee shall earn twelve (12) sick days a year accumulative to 24 days at the rate of one day per month worked and shall be provided with a Comprehensive Disability Insurance Program which commences after an elimination period for illness or injury when an employee is unable to work.

The Disability Insurance Program shall include a short term weekly income benefit plan providing thirteen (13) weeks of benefits at 66 2/3% of regular earnings not to exceed \$580.00 per week after a fourteen (14) day elimination period and a long term benefit plan providing monthly benefits at 60% of regular earnings up to \$2,500.00 per month without evidence until the age of 65 after one-hundred five (105) day elimination period.

In the event any member of the Fire Department is injured or becomes ill in the performance of his/her duty, whether during regular working hours or otherwise, he/she shall receive the difference between his/her base pay and any workers' compensation benefits received by him/her for the duration of his/her disability not to exceed one (1) year. The employee shall continue to accrue seniority while on disability, and no sick time will be lost or deducted.

While an employee is drawing disability insurance or worker's compensation, he shall continue to be covered with hospitalization insurance paid for and provided by the Board for up to one (1) year. Following completion of the above year, if the fire fighter is still drawing disability insurance for a duty related injury or should he remain on worker's compensation, the Board shall provide single person, married with spouse or married with spouse and family, with health care insurance.

Any employee absent because of illness for two (2) consecutive working days, or the working day before or after a holiday or vacation period, may be required to verify the absence was due to illness. When a fire fighter is placed off duty for sickness or injury by the Fire Chief or his designate, either in the line of duty or on leave, or calls the department advising that he will be off duty for sickness or injury he shall be expected to conduct himself in a manner consistent with his inability to perform his duty with the Commerce Township Fire Department.

B. JURY DUTY: An employee required to serve jury duty during part of his working day shall be paid for that day. Any compensation paid for jury duty shall be paid to the Board.

(LEAVES con't)

C. FUNERAL LEAVE: Upon notification to the Fire Chief, an employee shall be allowed up to two (2) working days, with pay, as may be required for a death in the immediate family. The immediate family defined as: Wife/Husband, Parents, Grandparents, Children, Aunts, Uncles, Step-parents, Brothers, Sisters, Grandchildren of her or his spouse. If any additional day is required or requested and if approved, shall be deducted from the employee's sick-leave time.

D. APPROVED ABSENCE LEAVE (NON-ACCUMULATIVE):

- a. When the Fire fighter needs emergency leave, during work time, for hospitalization of a member of the immediate family or a death in the immediate family (as defined in "C" above) if it occurred during work, they may have up to twenty-four (24) hours a contract year (deductible from sick leave accumulation).

The Fire Chief has the right to fill in for the absent fire fighter during this time as he sees fit.

ARTICLE IX
HOLIDAYS

A. The following days shall be deemed holidays for purposes of this Agreement:

\NEW YEAR'S DAY	\WASHINGTON'S BIRTHDAY
\LINCOLN'S BIRTHDAY	MEMORIAL DAY
THANKSGIVING DAY	INDEPENDENCE DAY
\CHRISTMAS DAY	LABOR DAY
\CHRISTMAS EVE	VETERAN'S DAY
\NEW YEAR'S EVE	THANKSGIVING FRIDAY (The day after Thanksgiving Day)

An employee whose duty day falls on a holiday and who works such day shall be paid straight time.

B. All employees shall be entitled to twelve (12) hours pay for each holiday whether worked or not.

C. Holiday pay will be paid in the first two weeks of December for the preceding year. If an employee is on disability, the holiday payment will be made for the holidays occurring within the first 30 days after the date of disability.

Dec 1 - to Dec 1

ARTICLE X

VACATIONS

A. Vacations shall be provided to full-time employees as follows:

1. Employees completing 1 full year receive 3 paid vacation days.
2. Employees completing 2 full years receive 3 paid vacation days.
3. Employees completing 3 full years receive 6 paid vacation days.
4. Employees completing 4 full years receive 6 paid vacation days.
5. Employees completing 5-8 full years receive 8 paid vacation days.
6. Employees completing 9-14 full years receive 9 paid vacation days.
7. Employees completing 15 full years and those years thereafter receive 10 paid vacation days.

B. Vacations shall be taken from seniority date to seniority date with thirty (30) days prior notice to the Fire Chief and with the Fire Chief's approval.

C. The fire Chief shall determine when vacations may be taken by a fire fighter. Seniority shall control.

D. VACATION CARRY-OVER:

A fire fighter completing three years with the Township may carry up to two (2) days of vacation into the following year every three (3) years provided the Fire Chief receives at least ninety (90) calendar days prior notice of the employees intention to carry such vacation days over to the next year.

After ten full years, the firefighters may carry over three (3) days under the same terms. The rate of pay for carried over days would be at the rate earned and only (three) fire fighters may carry over in any one year. First three (3) requests that are approved shall supersede seniority.

E. The present practice of granting vacation request whenever there are six employees available for work shall continue. Whenever there are more than six employees available to work, two fire fighters shall be allowed off on vacation at the same time provided that, if overtime is necessary for any day this circumstance will not be permitted more than six (6) days in each contract year.

F. If a work schedule change causes a disruption of a firefighter's approved vacation plan, resulting in a financial loss, that firefighter will be allowed to take the vacation as scheduled.

ARTICLE XI

RETIREMENT

- A. All employees shall be retired from regular employment on their sixty-fifth (65th) birthday, or if they become disabled, whichever occurs first.
- B. The Board and employees shall participate in a group Retirement Program known as Manulife New Dimensions Pension Program under the conditions set forth in Group Policy Number GM50502 with Manufacturer's Life Insurance Company. The Board shall contribute thirteen (13%) percent of the employee's base yearly salary to the program.
- C. An Employee who retires or terminates employment prior to age 55 shall be eligible to withdraw retirement benefits.
- D. Bargaining unit members shall be permitted to borrow against their retirement accounts the same manner as currently enjoyed by other township employees.
- E. Retirement Section
1. The board shall pay one-half (1/2) Blue care network or PPO Plan S with PDP \$3.00 PD-MAC/APDBP health care insurance for a fire fighter who retires under the following conditions:

55 years of age with 25 years of seniority.
 2. The retiree shall deposit (1) one month in advance his/her one-half of the monthly premium.
 3. Health insurance coverage shall be up to the age of 65.
 4. Should a retired Fire Fighter be covered or be eligible to be covered by other Health Care coverage either by spouse or other employment, he/she shall not be eligible for the Township coverage.
 5. Should a retired Fire fighter move out of state permanently he/she shall have the opportunity to convert to Blue Cross/Blue Shield coverage during the open enrollment period.

(RETIREMENT con't)

6. A retiree may have his/her spouse covered on the Township medical insurance at the retiree's cost until the spouse reaches age 65. To be eligible for such coverage, the retiree shall deposit one month in advance and each month thereafter with the Township Treasurer the full months costs of such coverage.

7. The Township agrees to provide for the retiree and spouse at age 65, a stipend payment for complementary health insurance coverage to augment federal and/or state provided programs up to forty-five (\$45.00) per month. To be eligible for such coverage, the retiree shall deposit one month in advance with the Township Treasurer the full costs of the retiree and spouses contributions, if any.

8. The Township agrees to provide for the spouse of an active employee whose spouse has attained the age of 65 a stipend payment for complementary health insurance coverage to augment Federal and/or State provided programs up to Forty-five (\$45.00) per month. To be eligible for such coverage, the employee shall deposit one month in advance with the Township Treasurer the full costs of the spouses contributions, if any. The employee's contribution may be made by payroll deduction.

ARTICLE XII

UNILATERAL CHANGES

- A. The Township will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement.

ARTICLE XIII

MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision of this Agreement is held invalid, the parties shall enter into negotiations in an attempt to adopt a replacement provision.
- B. A copy of this Agreement will be given to all members of the bargaining unit.
- C. CLOTHING ALLOWANCE
The Board will allow employees the following amounts for the replacement of clothing with the prior approval of the Fire Chief: \$325.00 for 1997-1998; \$350 for 1998-1999; \$375 for 1999-2000; \$400 for 2000-2001. If an employee's clothing is damaged beyond reasonable repair in the line of duty, in the discretion of the Fire Chief, such clothing will be replaced by the Board without the cost of replacement being deducted from the employee's clothing allowance. (See Attachment)
- D. TRADING DAYS
Employees may trade work days with prior approval of the Fire Chief.
- E. FOOD ALLOWANCE
Effective April 1, 1997, the food allowance stipend will be pro-rated based upon actual work time in the previous six (6) month period. Periods of absence in excess of 14 consecutive days, except vacations, will be deducted. The Board will provide a yearly food allowance, in the following amounts, \$210.00 which shall be payable on the first payday following September 1st of each year and \$210.00 on the first payday following March 1st of each year, for a total of \$420.00, a year for 1997-1998; \$220 for a total of \$440 for 1998-1999; \$230 for a total of \$460 for 1999-2000; and \$240 for a total of \$480 for 2000-2001. (See Attachment)
- F. OVERTIME HOURS
1. Overtime hours shall be divided as equally as possible among all fire fighters.
2. Overtime hours shall be computed and maintained from January 1 through December 31 of each calendar year.

(MISCELLANEOUS con't)

3. A current list showing all overtime hours shall be posted at each Fire Station.
 4. The fire fighter with the lowest amount of overtime hours worked shall be called first and on down the list.
 5. The Townships obligation to pay overtime shall be established by applicable law.
- G. The present policy whereby firefighters have to call the Chief's house to report illness will cease.

ARTICLE XIV
GRIEVANCE PROCEDURE

- A. A grievance is a claim based upon a bargaining unit member's belief that there has been a violation, misinterpretation or misapplication of a provision in this Agreement. Bargaining unit members also have the right to grieve any rule, regulation or order of the Board. This grievance procedure shall not apply to any matter over which the Board is without power to act. It is understood that in any matter wherein there is jurisdiction in another administrative agency, or other forum, this procedure shall not be applicable.
- B. All grievances must be filed within fifteen (15) calendar days after the occurrence or knowledge of the circumstance giving rise to the grievance, otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- C. An employee having a complaint shall first take up the matter with the Chief, with or without his Union representative. If no satisfactory answer or disposition is received within two (2) calendar days, the complaint shall be processed as follows:
- Step 1. The employee shall, within seven (7) calendar days after the Chief's answer or disposition (set forth in paragraph above) reduce the matter to written form stating all facts in detail and submit same to the Chief. The Chief shall, within five (5) calendar days from receipt of the written grievance, record his answer on the grievance form. He shall send copies to the grievant, the Union President and the Supervisor, Clerk or Treasurer of Commerce Township.
- Step 2. Failing to resolve the grievance in the first step, the grievant shall, within ten (10) calendar days of receipt of the Chief's answer, file the grievance with the Supervisor, Clerk or Treasurer of Commerce Township. The Commerce Township Board shall hold a hearing or designate one or more of its members to hold a hearing, within thirty one (31) calendar days of receipt of the grievance. Within fifteen (15) calendar days after the hearing, the Board shall render its decision on the grievance with copies to the grievant and the Union President.
- D. ARBITRATION: Step 3. The Union may request arbitration of an unsettled grievance. The Union must notify the Township Board in writing within thirty (30) calendar days of the date the Step 2 answer was given in the grievance procedure or the right to go to arbitration is forfeited.

(GRIEVANCE PROCEDURE con't)

After receipt of the written desire to arbitrate, the parties may agree upon an arbitrator. If the parties are unable to so agree within fifteen (15) calendar days of receipt of the request to arbitrate, the Union may submit the matter to the American Arbitration Association requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association.

- E. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to rule upon disputes involving any rule, regulation or order of the Board.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgement for that of the Board where the Board is given discretion by the terms of this Agreement.

- F. The time limits set forth in this Article may be extended upon mutual agreement of the parties.

The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness(es) or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

G. MISCELLANEOUS

1. The employee may have a minimum of one (1) Union representative at each of the steps present during the hearing.

2. The filing of a grievance shall in no way interfere with the right of the Commerce Township Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

ARTICLE XV

SWING FIRE FIGHTER

- A. If the swing fire fighter works ten (10) days or more within a twenty-eight (28) day cycle, he shall be paid at the rate of time and one-half for that tenth (10th) day and shall be given compensatory time off for each additional day.

If at the end of a calendar year the swing fire fighter shall have worked in excess of 2,912 hours, he shall be compensated at the rate of time and one-half for each hour worked in excess of 2,912 for which he has not previously been paid at the overtime rate.

Nothing within this provision is intended to modify the practice of paying overtime pursuant to Act 125.

- B. In scheduling vacations for the swing fire fighter, he shall select his vacation time in the same manner as other full-time firefighters except that he shall be entitled to take as days off the following number of calendar days for the following number of vacation days:

One vacation day..three calendar days

Two consecutive vacation days..eight calendar days

Three consecutive vacation days..thirteen calendar days

It is the intent of this provision that the swing fire fighter shall, as a result of this provision, receive equivalent vacation time off equivalent to other firefighters.

- C. When the swing position is open, the lowest seniority fire fighter that is assigned or the highest seniority fire fighter that volunteers for the open position, shall fill in for vacations, illness and other absences of firefighters and to perform such other fire department duties as determined by the Fire Chief. Should a seniority fire fighter volunteer for the swing position such service shall be for a minimum of one (1) year.

ARTICLE XVI

REDUCTION IN FORCE

- A. If for any reasons of economy the Township shall deem it necessary to reduce the number of fire fighters, layoffs shall be in seniority order, beginning with the least senior member.
- B. Prior to the official action to reduce an employee, representative(s) of the Board will meet with the Union President or designated to discuss the situation. This meeting shall be held at least fourteen (14) calendar days prior to the date the layoff becomes effective.
- C. In the event that the Township decides to increase the size of the Department to the level existing prior to the reductions as described above within two (2) years of the date of the layoff, before any new appointments are made, members laid off shall be recalled in seniority order, beginning with the most senior member on layoff.

ARTICLE XVII

PROMOTIONS

In the event that the Township intends to promote members within the bargaining unit, the Township shall notify the Union of its intent and upon the demand of the Union, this Agreement shall be reopened for the purpose of negotiating the standards and criteria for promotion. No promotions shall be made during the pendency of negotiations. In the event the parties are unable to reach agreement on the standards and criteria for promotions either party may invoke the provisions of Act 312, of the Public Acts of 1969, as amended.

ARTICLE XVIII

DISCIPLINE

- A. Whenever a member is disciplined he shall be provided with a written statement of the charges and the reasons for such action. This provision does not cover verbal or written reprimands. All charges shall be void unless issued within 90 calendar days of the alleged violation or knowledge thereof, except in the case of a probationer whose alleged violations may accumulate for the probationary period.
- B. Disciplinary decisions by the Township shall be subject to the grievance procedure. A grievance protesting a decision to discharge may be filed at the second step of the grievance procedure.
- C. In the event that a decision to discharge is presented to an arbitrator and the arbitrator exonerates the member on the charges the member shall be reinstated with full pay for the entire period during which he may have been prevented from performing his usual employment and no charges shall be officially recorded against his record.
- D. In the event the Township suspends a member without pay, such suspension will not exceed 30 calendar days.

ARTICLE XIX

EDUCATIONAL POLICY

1. All full time firefighters shall maintain the following education levels:
 - a) National Fire fighter Protective Association 1001 Certification
 - b) A current and valid advanced First-aid card (M.F.R.)
 - c) A current and valid C.P.R. card
 - d) AED Certification
2. The fire chief has complete discretion and non-grievable authority to approve of requests for fire fighters to attend educational training within the following confines:
 1. All requests must be within the budgeted amount available from the Township Board.
 2. All requests must be directly related to fire fighting/medical fields existing within the department as of this date:
 - a) College courses related to fire fighting
 - b) National Fire Academy Courses
 - c) M.F.F.T.C. Sponsored Courses
 - d) Classes related to the E.M.S. field
 3. Firefighters must complete the form requesting to attend an educational meeting at least (30) thirty days prior to the scheduled class or it will automatically be denied.
 4. If expenses are approved, reimbursement is contingent upon successful completion of the program and if grades are given the minimum acceptance is a grade of C.
 5. Whenever a fire fighter renews the training for Basic Emergency Medical Technical (BEMT) the Board will pay them \$100.
 6. Whenever a fire fighter becomes a Certified Fire Inspector, the Board will pay \$100.

ARTICLE XX

POSTING DEPARTMENT
JOBS, TRAINING OR SPECIAL POSITIONS

All Department jobs, training, or special positions shall be posted in all stations for at least two (2) weeks.

ARTICLE XXI

DURATION OF AGREEMENT

- A. The duration of this Agreement shall be April 1, 1997 through March 31, 2001.
- B. The wage increase awarded shall be retroactive to the beginning of the contract term. Retroactive wage increases shall be applied to all retirement contributions, longevity payments and holidays made under this contract. Any amounts awarded retroactively shall be paid within thirty (30) days of the approval of the Township Board of Trustee's and the Charter Township of Commerce Professional Firefighters Union, Local No. 2154, I.A.F.F.
- C. In the event negotiations extend beyond the duration date, this agreement shall remain in full effect until a new agreement is reached either by negotiation, mediation or arbitration.

DATED: JUNE 16, 1997

CHARTER TOWNSHIP OF COMMERCE
BOARD

Thomas K. Zoner
Thomas K. Zoner, Supervisor

Sandra S. Abrams
Sandra S. Abrams, Clerk

DATED: JUNE 16, 1997

CHARTER TOWNSHIP OF COMMERCE
PROFESSIONAL FIRE FIGHTERS
UNION LOCAL NO. 2154, I.A.F.F

Stephan R. Lyons
Stephan R. Lyons, President

Todd A. Martin
Todd A. Martin, Secretary

SCHEDULE "A"

Salary Schedule for fire fighters hired **after** April 1, 1994

		4/1/97		4/1/98		4/1/99		4/1/00	4%
Start	\$	27,040	\$	28,122	\$	29,246	\$	30,416	
After 1 year	\$	29,290	\$	30,461	\$	31,680	\$	32,947	
After 2 years	\$	31,539	\$	32,801	\$	34,113	\$	35,477	
After 3 years	\$	34,198	\$	35,566	\$	36,989	\$	38,468	
After 4 years	\$	36,858	\$	38,332	\$	39,865	\$	41,460	
After 5 years	\$	39,517	\$	41,098	\$	42,741	\$	44,451	
After 6 years	\$	42,179	\$	43,866	\$	45,621	\$	47,446	

Salary schedule for firefighters hired **before** April 1, 1994

		4/1/97		4/1/98		4/1/99		4/1/00
Start	\$	30,528	\$	31,749	\$	33,019	\$	34,340
After 6 months	\$	31,984	\$	33,264	\$	34,594	\$	35,978
After 1 year	\$	33,440	\$	34,778	\$	36,169	\$	37,616
After 2 years	\$	36,353	\$	37,807	\$	39,320	\$	40,892
After 3 years	\$	39,266	\$	40,837	\$	42,470	\$	44,169
After 4 years	\$	42,179	\$	43,866	\$	45,621	\$	47,446

LONGEVITY:

A. An employee hired **before** April 1, 1994, shall be paid longevity under the following guidelines:

5 full years through 9 full years	2%
10 full years through 14 full years	4%
15 full years through 19 full years	6%
20 full years and over	8%

		4/1/97		4/1/98		4/1/99		4/1/00
		42179.28		43866.45		45621.11		47445.95
5 through 9 years	\$	844	\$	877	\$	912	\$	949
10 through 14 years	\$	1,687	\$	1,755	\$	1,825	\$	1,898
15 through 19 years	\$	2,531	\$	2,632	\$	2,737	\$	2,847
20 and over	\$	3,374	\$	3,509	\$	3,650	\$	3,796

B. An employee hired **after** April 1, 1994, shall be paid longevity under the following guidelines:

6 full years through 9 full years	2%
10 full years through 14 full years	4%
15 full years through 19 full years	6%
20 full years and over	8%

		4/1/97		4/1/98		4/1/99		4/1/00
		42179		43866		45621		47446
6 through 9 years	\$	844	\$	877	\$	912	\$	949
10 through 14 years	\$	1,687	\$	1,755	\$	1,825	\$	1,898
15 through 19 years	\$	2,531	\$	2,632	\$	2,737	\$	2,847
20 and over	\$	3,374	\$	3,509	\$	3,650	\$	3,796

C. All hires after 4/1/97 shall be eligible for the following longevity payment:

6 through 9 years	\$	900
10 through 14 years	\$	1,650
15 through 19 years	\$	2,450
20 and over	\$	3,300

D. Payment of Longevity: Longevity pay shall be due to the employee on the employee's anniversary date and shall be paid on the pay period which falls on or immediately following the employee's anniversary date each year.

E. LONGEVITY ELIGIBILITY: Whenever an employee is not working for more than six months during his longevity pay period by reason of a non-duty related disability, the employee shall be entitled to maximum of six months longevity pay.

Whenever an employee is not working during his longevity pay period by reason of a duty related disability, the employee shall be entitled to full longevity pay. The Township's obligation to pay longevity pay under these circumstances shall not exceed one year. After the payments set forth above, no further payments will be made unless the employee returns to active employment.

FOOD ALLOWANCE SCHEDULE

September 1, 1997	\$210
March 1, 1998	210
September 1, 1998	220
March 1, 1999	220
September 1, 1999	230
March 1, 2000	230
September 1, 2000	240
March 1, 2001	240

CLOTHING ALLOWANCE SCHEDULE

April 1, 1997	\$325
April 1, 1998	350
April 1, 1999	375
April 1, 2000	400

JAMES R. MILLS
STEWART J. KA
DAVID C. KEMPER
ANTHONY J. KECHEKCYER
THOMAS L. FLEURY
ALEXANDER J. MIGNIO
T. P. KING
MA R. KUTEN
PAUL M. O'BRIEN
BRENT A. LUSK
LINDA M. FOSTER
ANDREA L. BOWMAN
JOHN K. SHELLEY
BRUCE M. BAGGARD

5TH FLOOR
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(A)

1904-1970

BLOCKFIELD HILLS OFFICE
SUITE 122
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BLOCKFIELD HILLS, MICHIGAN 48012
(313) 847-3114

MALCOLM L. DENISE
OF COUNSEL

January 30, 1989

Mr. James M. Moore
Gregory, Moore, Jeakle & Heinen
3727 Cadillac Tower Building
Detroit, MI 48225

Re: Charter Township of Commerce -and- Charter
Township of Commerce Professional Fire Fighters
Union, Local 2154, IAFF

Dear Mr. Moore:

This is to acknowledge receipt of your recent correspondence dated January 20, 1989 in which you stated your interpretation of the longevity eligibility language set forth in the Settlement Agreement. This interpretation comports with that of the Township..

Very truly yours,

Dennis B. DuBay
Dennis E. DuBay

cc: Mr. Robert Long
DBD/az

(B)

W. GLEN DEARLE
MARK L. HEINEN
JEFFREY J. ELLISON
SCOTT A. BRADY
DANIEL W. ROSE

January 20, 1989

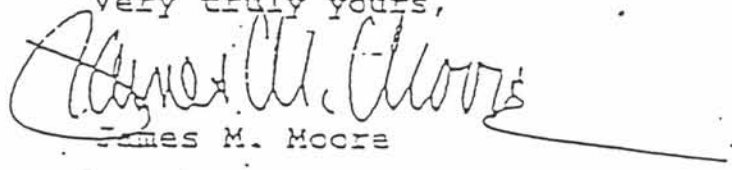
Dennis DuBay, Esq.
440 E. Congress 5th Floor
Detroit, MI 48226

RE: Charter Township of Commerce -and- Charter
Township of Commerce Professional Fire Fighters
Union, Local 2154, IAFF

Dear Mr. DuBay:

This is written to confirm the understanding of the parties regarding the administration of the first paragraph of the Longevity Eligibility language in the Settlement Agreement. The following examples are illustrative of the intent of the parties. If an employee worked during the first 7 months of his longevity pay period (anniversary date to anniversary date) and was off on a non-duty related disability for the remaining 5 months, he would receive 7 months of longevity pay. If the disability continued into a second longevity pay period for 5 months, but the employee returned to work for the final 7 months of the second longevity pay period, the employee would be entitled to 7 months longevity pay. If, however, the employee was off for 7 months of the longevity pay period on a non-duty related disability and worked the remaining 5 months, he would be entitled to 6 months longevity pay.

Very truly yours,


James M. Moore

JMM/pmr
cc: S. Lyons