

12/31/2002

5104

AGREEMENT

Between

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 1721

JANUARY 1, 2000 - DECEMBER 31, 2002

*West Bloomfield Township*



A G R E E M E N T

between

THE CHARTER TOWNSHIP OF WEST BLOOMFIELD

And

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 1721

January 1, 2000 - December 31, 2000



CHARTER TOWNSHIP OF WEST BLOOMFIELD TOWNSHIP

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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COLLECTIVE BARGAINING AGREEMENT

CONTRACT

This contract entered into December 14, 2000, effective January 1, 2000, between the Charter Township of West Bloomfield, Michigan, a Michigan Township, hereinafter called the "Township" and Local No. 1721 of the International Association of Firefighters, hereinafter called the "Union", and ending December 31, 2002.

WHEREAS, the Union was certified on March 7, 1968, by the Michigan Labor Mediation Board as the representatives for the purpose of collective bargaining for certain employees of the Township, to wit: All full time Firefighters.

WHEREAS, the Township and the Union have bargained collectively as such term is defined in Section 15 of Act 336 of the Public Acts of 1947 as amended and have reached certain agreements with respect to wages, hours, and other terms and conditions of employment with respect to the bargaining unit, and,

WHEREAS, the Township and the Union now desire to execute a written contract reincorporating these agreements,

NOW THEREFORE, the Township agrees that the employment of the employees included within the bargaining unit as of the date hereof and during the life of this contract, and the Union, on behalf of such employees, agrees that they shall be employed in accordance with the terms of this Contract as hereinafter set forth.

## ARTICLE I

### SCOPE OF CONTRACT

1. This Contract shall be applicable to all full time Firefighters employed by the Township of West Bloomfield. The word "employee", as used in this Contract shall be deemed to mean full time Firefighters unless the context in which the word is used clearly indicates otherwise.
2. Union Sole Bargaining Agent.
3. Nothing herein contained shall be held to restrict or impair the right of the Township, as employer, to direct the work of its employees and to establish reasonable rules and regulations relating to the performance of the work while on duty, not inconsistent with the terms of this contract.
4. Nothing in this Contract shall be held to conflict with the laws of the United States or the State of Michigan relating to veterans' preferences, wage and hour laws, workers' compensation, or unemployment compensation laws, laws regulating the employment of Firefighters or other similar laws, it not being intended hereunder to limit the rights of employees afforded by such laws in any way.
5. All full time Fire Department personnel may, but are not required to become affiliated with Local 1721, International Association of Firefighters.
6. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE II

### UNION ACTIVITIES

1. Employees shall be represented by the Local Union president, or in his absence, the Local Union vice-president, or elected steward.
2. Employees shall not spend time on Union business during regular working hours except when the same involves a grievance or problem arising out of this Contract the nature of which is such that it cannot be conveniently disposed of outside of regular working hours and it does not interfere with the work of the Township Fire Department.
3. The Union shall be permitted to erect suitable bulletin boards including one at each Fire Station for the purpose of posting Union notices or other materials. This bulletin board will be provided by the Township. Such boards shall be identified with the name of the Union and the Union shall designate the persons responsible therefor. Such boards shall be kept in proper order and shall not be allowed to become an eyesore. The bulletin board shall not be used by the Union or any member of the bargaining unit for advertising or for posting or distributing pamphlets or political matters of any kind whatsoever.
4. The Union, upon approval of the Fire Chief, 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. A fixed time, date and place for Union meetings will be as agreed by the Fire Chief and Union president.

## ARTICLE III

### GENERAL PROVISIONS

1. No employee shall have any financial dealings with the Fire Department and/or the Township except as provided for in this Contract.
2. General orders shall be posted on the bulletin board of each Fire Station with respect to housecleaning, maintenance of equipment, personal appearance, etc.
3. Orders shall be posted at each Fire Station in regard to the dispatch of fire trucks on all types of fires.
4. Other Agreements: The Township shall not enter into any agreements with its employees individually or collectively which in any way conflicts with the provisions of this Contract. The Township shall not enter into

agreement with any other organization which in any way conflicts with the provisions of this Contract.

5. Other Organizations: Employees may belong to other organizations, but such other organizations shall not represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.
6. Mechanical work may be performed by non-bargaining unit employees. The Department may assign unit members to perform mechanical work as necessary to meet the needs of the operation.
7. In the event the Township incurs actuarial and/or legal fees in the processing, calculation of benefits and/or compliance with a Court ordered domestic relations order or an eligible domestic relations order, the involved employee shall be responsible for the re-payment of such actual fees incurred by the Township. Such re-payment may be allowed through payroll deduction under such terms as are acceptable to the Township.

#### ARTICLE IV

##### GRIEVANCE PROCEDURES

1. Nothing in this Article shall prevent any individual employee from exercising the rights granted to him under Section 11 of Act 336 of the Public Acts of 1947 as amended.
2. For the purpose of this Contract, a grievance is defined as an alleged violation of this Contract.
3. The following procedures shall apply in presenting a grievance to the Township:
  - A. The steward or the Union President shall present the grievance in writing to the Fire Chief. A grievance must be presented in writing within seven (7) calendar days after the employee has knowledge of its occurrence or it shall be considered waived. For purposes of this Section, a "regularly scheduled calendar working day" is Monday through Friday excluding Saturday, Sunday and observed holidays.
  - B. The grievance shall be answered in writing by the Fire Chief within five (5) days after the grievance is presented to him.

- C. If no further action is taken within five (5) days after service of the written answer upon the Steward, or the Union President, the answer will be considered to be accepted and no further action may be taken upon the grievance.
  - D. If, within five (5) days after service of the answer, the answer is not accepted by the steward, or the Union President, the Union President may demand that the grievance be submitted to the Supervisor. In such event, the Fire Chief shall furnish copies of the grievance and of his reply to the Supervisor. The Supervisor shall schedule a hearing upon such grievance within ten (10) days thereafter. The Supervisor shall represent the Township and the Union may be represented by not more than three (3) representatives who shall be designated by the Union President.
  - E. If the matter is not resolved by the Supervisor and the representatives of the Union, within five (5) days, a hearing will be scheduled before the Personnel Practices Committee of the Township Board. The Personnel Practices Committee will establish a hearing of such grievance within ten (10) days thereafter. The Union may be represented by not more than four (4) representatives who will be designated by the Union President.
  - F. If the matter is not resolved by the Supervisor, or the Personnel Practices Committee and the representatives of the Union within thirty (30) days, either the Township or the Union may request the assistance of a mediator in accordance with the provisions of Act No. 336 of the Public Acts of 1947 as amended.
  - G. If the matter cannot be resolved by the foregoing procedure, with or without mediation, the matter shall be submitted to arbitration by an arbitrator to be chosen by agreement of the Township and the Union. In the event that the Township and the Union are not able to agree upon the identity of the arbitrator, the matter shall be submitted to the American Arbitration Association for selection of an arbitrator.
  - H. Should the matter be submitted to arbitration, arbitration shall proceed in accordance with the rules of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon both the Township and the Union.
4. In the event of a grievance being presented, the Township and the Union shall each bear its own expenses. In the event of submission to arbitration, the Township and the Union will share the expenses of arbitration equally.



5.
  - A. Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual. For purposes of this Article, the term Union "representatives" refers to the Union President or Steward.
  - B. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure.
  - C. Any grievance that either (a) is not processed or (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Township, the employee or employees involved, the Union and its members.
6. No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned at this regular rate of pay.
7. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any supplement or amendment thereto or to go beyond the scope of the grievance as filed in writing. The arbitrator shall have no power to substitute his discretion in cases where the Township is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the arbitrator decides he has no power to decide or rule on an issue, he shall so rule and the matter shall be referred back to the parties.
8. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure.

ARTICLE V

SALARY PROVISIONS

A. The annual rates of pay applicable to members of the bargaining unit will be as follows:

1. Effective January 1, 2000 to December 31, 2000

Firefighter: Start	\$ 30,271.00
After 1 Year	\$ 33,520.00*
After 2 Years	\$ 37,957.00
After 3 Years	\$ 42,237.00
After 4 Years	\$ 45,567.00
After 5 Years	\$ 49,036.00

Fire Inspector: \$ 53,940.00

Lieutenant: \$ 53,940.00

Captain:	24 hour	\$ 59,331.00
	40 hour	\$ 59,331.00

2. Effective January 1, 2001 to December 31, 2001

Firefighter: Start	\$ 31,179.00
After 1 Year	\$ 34,526.00*
After 2 Years	\$ 39,096.00
After 3 Years	\$ 43,504.00
After 4 Years	\$ 46,934.00
After 5 Years	\$ 50,507.00

Fire Inspector: \$ 55,558.00

Lieutenant: \$ 55,558.00

Captain:	24 hour	\$ 61,111.00
	40 hour	\$ 61,111.00

3. Effective January 1, 2002 to December 31, 2002

Firefighter: Start		\$ 32,114.00
After 1 Year		\$ 35,562.00*
After 2 Years		\$ 40,269.00
After 3 Years		\$ 44,809.00
After 4 Years		\$ 48,342.00
After 5 Years		\$ 52,022.00
Fire Inspector:		\$ 57,225.00
Lieutenant:		\$ 57,225.00
Captain:	24 hour	\$ 62,944.00
	40 hour	\$ 62,994.00

\* Employees who have completed the 240 hour State of Michigan certified firefighter training program will start at the one (1) year rate and progress thereafter based upon service with the Department.

- B. A retroactive payment, consisting of the difference between the rates set forth above and the rates actually paid since January 1, 2000, will be paid to each employee based upon the hours for which the employee has been paid since January 1, 2000. The retroactive payment will be made within thirty (30) days after the contract has been ratified and signed by both principal parties. The retroactive payment will be made on payments based upon the hourly rate, including but not limited to, wages, overtime, sick leave incentive, EMS incentive, and holiday pay. The payment will be made to all employees on the active payroll at the time of ratification by both parties and (normal and disability) retirees who retired after January 1, 2000. Employees who resigned or were terminated are ineligible for such payment.
- C. In the event no officer is in service for a shift and/or station and the senior man assigned to a shift and station (or in the event the Chief assigns a more senior man to the shift and station) is directed by the Fire Chief to be in charge of the station and is in charge of the station for at least four (4) consecutive hours, the Firefighter will be paid the Lieutenant rate of pay for that period of time.

- D. In the event a unit member is directed in writing by the Township to serve as Acting Fire Chief, he will be paid an additional five (5%) percent over the Captain rate of pay for the period he is directed to, and does, perform the duties of Acting Fire Chief. This salary provision will take effect after the parties new contract is signed by the parties and in the event a unit member is directed to serve as the Acting Chief as set forth in this Article.

ARTICLE VI

FOOD ALLOWANCE

1. A food allowance of \$500.00 will be paid to each employee on February 15th of each year. To be eligible for this food allowance, each employee must have been paid for 80% of the time in each month that comprises the preceding calendar year. In the event an employee leaves prior to this date, or starts employment during the preceding calendar year, or has not been paid for 80% of the time in any month during the preceding calendar year, a proration of this amount will be made.

ARTICLE VII

LONGEVITY PAY

1. In addition to the pay provided for in Article V, the employee shall receive, with the next pay after the anniversary date of hire, a sum equal to the percentage of his annual base rate of pay then in effect based upon his length of service at that time. The payment will be based upon the employee's date of hire and the amount of time actually worked in the preceding calendar year (i.e., anniversary date to anniversary date).

<u>Length of Service</u>	<u>Percentage of Annual Pay</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	10%

2. Longevity pay is earned in the calendar year (anniversary date to anniversary date, inclusive) prior to the date on which the payment is made. Longevity pay credit is earned according to the schedule set forth above and the employees seniority on his anniversary.
3. The foregoing longevity payments are based on a full twelve (12) months of service. An eligible employee must be paid for eighty (80%) percent of the scheduled work time within a given calendar month to earn longevity payment credit under the above schedule. If an employee retires under the provisions of the West Bloomfield Township Employee Retirement System or voluntarily resigns with at least two (2) weeks advance written notice to the Township, the employee will receive a pro-rated longevity payment based on the number of months of service in that anniversary year.

## ARTICLE VIII

### OVERTIME PAY

1. Overtime pay under this Agreement, with the exception of Section 3 below, shall be paid in accordance with applicable State and Federal legislation. Subject to Article VIII, Section 5 below, the Department will continue to schedule unit members on a fifty-six (56) hour average work week basis. The Township will continue to calculate overtime in conformance with current practice, provided that: The hourly and daily rate will continue to be computed as follows: Annual base salary divided by 2912, except that for purposes of calculation of overtime pay, the hourly rate will be computed as follows: Annual base salary and longevity divided by 2912. Paid absent time shall be counted as time worked for the purpose of computing overtime payments both under the contract and for statutory overtime.
2. The Fire Chief may, in a case of emergency, require an employee to work overtime or to call an employee back to work on a period when he would otherwise be off work, subject to the provision of Act 125 of the Public Acts of 1925 as amended.

3. If an employee is required by his supervisor to work longer than twenty-four (24) hours on any regular working day, he will be compensated at an hourly rate equal to one and one-half (1-1/2) times his average hourly rate. In the event that an employee is called back for duty by his supervisor on a day when he would not normally be on duty because of an emergency or other circumstances, he will be compensated at an hourly rate equal to one and one-half (1-1/2) times his average hourly rate, and he will be entitled to not less than two (2) hours pay at overtime rates, regardless of the time actually spent on duty. Should an employee be subpoenaed to appear as a witness in court for matters that have arisen from and as a direct result of his employment with the Township, and in which the Township is not a defendant, at a time when he is not normally on duty, he will be paid for that time actually spent in court, provided prior written notification has been given to the chief of the department, at an hourly rate equal to one and one-half (1-1/2) times his average hourly rate and he will be entitled to not less than two (2) hours pay at time and one-half (1-1/2), regardless of the time actually spent in court. The employee must be off duty at the time of testifying and any subpoena fees received will be turned into the Township Treasurer.
4. Overtime permit sheets when applicable and time sheets for each work period forwarded to the Accounting Department. Overtime is to be paid on the next practicable pay period.
5. It is understood that during the life of this Agreement, The Township shall have the right to schedule firefighters on the basis of 216 hours in each 28 day cycle. The Fire Chief may schedule the hours off in each cycle in order to obtain the 216 hours. In the event such a schedule is implemented, the salaries set forth in the Agreement shall continue to be paid for 54 hours of work instead of the current 56 hours. In other words, if the 216 hour schedule is adopted, the hourly rate will be based on the annual salary divided by 2808 (as opposed to current 2912) and time and one-half (1-1/2) will be paid for hours worked beyond 54 hours in a week. In the alternative, during the life of this Agreement, the Township may elect to give an additional day off on a periodic basis in lieu and instead of paying any additional overtime rates for those hours in excess of 54 hours each week.
6. In the event the Township requires an employee with an advanced EMT license to attend training programs and/or classes during the employee's non-work hours for the purpose of maintaining the employee's EMT license, the Township will pay for such approved course contact hours (no travel time) at the rate of time and one-half (1-1/2) of the employee's normal straight time rate. The training programs and/or classes must be approved in advance, in writing, by the Township.

7. The provisions of this Article shall remain in effect for that period, and to the extent, required by State and/or Federal Legislation.
8. All overtime must be authorized and approved by the Department.
9. The Township may compute overtime on a 24 day cycle basis, in accordance with standards set by Federal and State Law.
10. There shall be no set-off of contractual overtime pay previously earned against statutory overtime due.
11. Effective January 1, 1988, overtime pay will be calculated and paid as follows:
  - A. Under a 24 day work period: Each employee will receive in addition to his regular base pay --
    - I. An extra half-time pay for all regular scheduled hours in excess of the standard set by Federal/State Law, which is currently 182. e.g. since a firefighter has currently 192 regular scheduled work hours in a 24 day period, he will receive half-time pay for ten (10) hours, or five (5) hours of pay.

The hourly rate for purposes of calculating the half-time pay is annual base salary plus longevity divided by 2912.
    - II. Time-and-one-half pay for all hours worked at times other than on regular scheduled duty hours. The hourly rate for purposes of calculating this time-and-one-half pay is annual base salary plus longevity divided by 2912.
  - B. Under a 28-day work period:

Same as above, except under (I) replace "182" with "212", and replace the second sentence with: "e.g., since a firefighter has either 216 or 240 regular scheduled work hours in a 28 day period, he will receive half-time pay for four (4) hours during a 216 period and for 28 hours during a 240 period".

12. A log shall be kept for all overtime hours, except emergency fire runs, worked by each employee. Emergency fire runs are defined as all non-medical emergency fire department runs. All overtime other than emergency callback or special projects as described in (1) below shall be offered first to those employees having the least number of overtime hours on the log; in the event that two (2) or more employees have the same number of hours on the log, the employee with the highest department seniority will be called first. However, there will be two (2) exceptions to the foregoing:

1. To the extent as is reasonably necessary to accommodate the department's special needs such as mechanics, paramedic coordinator, video operators, arson investigators, photographers and topographers, these persons may be offered overtime out of order, but all overtime hours worked by them will be recorded on the log.
2. If no officer is on duty which requires overtime, the overtime will be offered first to those officers having the least number of overtime hours on the log.

The overtime log will be updated by 6:00 p.m. everyday. Overtime slips must be turned in immediately at the end of the overtime period worked.

NOTE: The log will start at 0 on January 1, 1988 and the initial offering shall be by highest department seniority.

After January 1, 1988, employees who become newly eligible to work overtime will be placed on the log with the then current average of hours of all employees in the log.

In the event of an error, the only remedy shall be to place the aggrieved party at the top of the list until such time as he/she is offered and accepts the next available overtime assignment. (Effective upon ratification and signing of the contract).

In the event the Department is unable to contact an employee by 11:00 p.m. for an overtime work assignment the next day, such employee shall be by-passed and will retain his/her position on the call-in list. (Effective upon ratification and signing of the contract).



13. Nothing contained herein shall be construed as impairing the Departments right to discontinue call-back assignments for AMET's runs.
14. Effective January 1, 1992, in lieu of pay for overtime, an employee shall be entitled, if he/she so elects, to receive compensatory time off. Compensatory time off may be accumulated to a maximum of fifty-six (56) hours outstanding at any one time. The election for compensatory time must be indicated on the day on which it is earned. Compensatory time may be taken, in not less than a four (4) hour minimum, upon Department Approval. Approval will be granted if no more than three (3) unit members, excluding captains, are scheduled off. It is understood that the use of compensatory time shall not cause the payment of overtime. An employee, upon two (2) weeks written notice to the Township may elect to receive the equivalent of his/her accumulated compensatory time in cash in his/her next regular pay.

Effective January 1, 1994, the maximum accumulation shall be increased to one hundred (100) hours outstanding at any one time.

## ARTICLE IX

### HOLIDAY PAY

1. Holidays Defined: The following calendar days, or calendar days customarily celebrated in lieu thereof, shall be deemed holidays for purposes of this Agreement as Exhibit A.
2. Because the employees in the bargaining unit are required to work their regular shift regardless of the occurrence of a holiday, no additional time off will be authorized for holidays for employees within the bargaining unit. Each employee shall, however, be paid for each such holiday at the rate of one-half (1/2) of his base pay for a twenty-four (24) hour work day. Base pay for a twenty-four (24) hour work day shall be determined by dividing the annual salary of the employee as of the date of the holiday, by the average number of twenty-four (24) hour days normally worked during a full year. The holiday pay beginning with New Year's Day through Christmas shall be added to employee's pay for the period ending on the last day of November. This will be paid in a separate check.

## EXHIBIT A

1. New Year's Day
  2. Memorial Day
  3. Independence Day
  4. Veteran's Day
  5. Washington's Birthday
  6. Lincoln's Birthday
  7. Labor Day
  8. Thanksgiving Day
  9. Christmas Day
  10. Columbus Day
  11. One-half day before Christmas  
One-half day before New Year's Day
  12. Floating Holiday
3. Effective January 1, 1994, subject to the provisions of this Section employees may take up to three twenty-four (24) work days off with regular straight-time pay in lieu of the paid holiday time set forth in this Article. Each day so taken shall be deducted from the days allotted to each employee (i.e. two (2) holidays at one-half day for each twenty-four (24) hour day so taken). The usage of time shall be consistent with the needs of the operation and shall be at the discretion of the Department. The usage of time shall not cause or result in the payment of overtime to another employee. Days off must be scheduled in advance and the employee must receive advance approval from the Department.

## ARTICLE X

### VACATIONS

1. Employees will be entitled to annual vacations in accordance with the following schedule:

Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary year is measured from the employee's anniversary date (i.e., last date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will

be awarded an employee on his anniversary date. An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

Seniority

After one (1) year to and including after four (4) years	6 consecutively scheduled 24 hour work days
After five (5) years	7 consecutively scheduled 24 hour work days
After six (6) years to and including after nine (9) years	9 consecutively scheduled 24 hour work days
After ten (10) years	10 consecutively scheduled 24 hour work days

2. Effective January 1, 1989 employees will be entitled to annual vacations in accordance with the following schedule:

Seniority

After one (1) year to and including after four (4) years	6 consecutively scheduled 24 hour work days
After five (5) years	7 consecutively scheduled 24 hour work days
After six (6) years to and including after nine (9) years	9 consecutively scheduled 24 hour work days
After ten (10) years to and including after fourteen (14) years	10 consecutively scheduled 24 hour work days
After fifteen (15) years to and including after nineteen (19) years	11 consecutively scheduled 24 hour work days
After twenty (20) years	12 consecutively scheduled 24 hour work days

3. Vacations will be granted at such times during the employee's anniversary year as are suitable, considering both the wishes of the employee and the efficient operation of the Township. Vacations will be subject to the prior approval of the Fire Chief. Vacations may be split into one or more periods providing such scheduling does not drastically interfere with the operations of the Fire Department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken. In emergency situations, vacations may be temporarily suspended. Vacations may not be accrued from year to year.
4. Employee's vacation requests shall be posted on the bulletin board at the main station not later than May 1 of each year. Selection of vacation time shall be based upon seniority --- first by seniority in rank, second by seniority in the department. Each platoon shall select independently of the other.
5. If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation in the following year. In the case of resignation from the Fire Department, employee will receive full pay for accumulated vacation time, provided severance is mutual and at least two weeks notice of resignation is given.
6. An employee may extend his/her vacation by use of a personal leave day, upon approval of the Fire Chief.
7. Vacation time may be taken, in not less than a four (4) hour minimum, upon Department approval. Short-term and 24 hour vacation requests (i.e. non-primary picks) will be honored on a first come first served basis. Approval will be granted if no more than three (3) unit members, excluding captains, are scheduled off. It is understood that the use of vacation time will not cause the payment of overtime. (Effective upon ratification and signing of the contract).

## ARTICLE XI

### RETIREMENT

1. Employees included within the bargaining unit shall be entitled as a condition of their employment, to the benefits of the retirement program

approved by the West Bloomfield Township Board (the basic plan) and presently in effect which retirement plan is incorporated herein by reference. Effective April 1, 1982, the pension formula will be changed from one percent (1%) of final average earnings to one and one-half percent (1-1/2%) of final average earnings.

2. The mandatory retirement age will be sixty-five (65) years of age and the employee will normally retire on the first day of the month following the employee's sixty-fifth (65th) birthday. Upon written application and good cause shown, the Township Board may, in its sole discretion, grant an exception to this requirement for such periods of time as it deems appropriate. The normal retirement age will be as set forth in the retirement plan, i.e. age 60. Effective December 31, 1989, the normal retirement age will be age fifty-five (55). Effective January 1, 1993, the normal retirement age will be age fifty-three (53). Effective January 1, 1994, the normal retirement age will be age fifty-two (52).
3. The Township will provide a voluntary employee contribution qualified plan for deferred compensation.
4. The Township will establish a defined contribution pension plan to which the Township will contribute an amount equal to five (5%) percent of each employee's aggregate total earnings for each fiscal year with full vesting in the employee after ten (10) years of service with the employer.
5. The Township reserves the right to select the carrier(s), to change carrier(s), and to become self insured, provided that the dollar amount and/or benefits of such coverages is not reduced and the eligibility requirements under such contracts are not increased.
6. Effective January 1, 1997, the Township agrees to apply the following benefit formula to those employees who retire at normal retirement age after January 1, 1997. The combined benefits under the plans set forth in paragraphs 1 and 4 above equated to the actuarial equivalent of a straight life annuity for the employee alone will not be less than 2.75% of the employee's final average compensation multiplied by the employee's years of credited service (up to a maximum of eighty 80% percent) at the time of retirement. This minimum benefit shall be payable until the age at which unreduced social security benefits are available.

Upon attaining the age of which unreduced social security benefits are available the combined benefits under the plans set forth in paragraphs 1 and 4 above equated to the actuarial equivalent of a straight life annuity for the employee alone will not be less than 2.25% of the employee's final average compensation multiplied by the employee's years of credited service (up to a maximum of eighty (80%) percent) at the time of retirement. This minimum benefit shall be payable for the remaining lifetime of the employee.

The 2.75% minimum benefit level will be computed as follows: The benefit (1.5% single straight life annuity) payable under the basic plan set forth in paragraph 1, the actuarial equivalent single straight life annuity under the defined contribution pension plan set forth in paragraph 4, and a supplement, if necessary, to bring the benefit level to 2.75%. At the age at which unreduced social security benefits are available, the minimum benefit level shall be revised to be 2.25% and computed on the same basis set forth above.

If an employee withdraws any part or all of his account from the defined contribution pension plan, the benefit payable under this provision shall be reduced by the actuarial equivalent of such withdrawal; the amount of reduction shall be the single straight life annuity which could have been purchased from the amount withdrawn if said amount had remained in the defined contribution pension plan until retirement. In the event the employee's benefits under paragraphs 1 and 4 above equal or exceed 2.75%, or 2.25% as applicable, no additional payments or supplements will be made under this provision. Cost of living adjustments, if any, under the basic plan set forth in paragraph 1 will be paid as set forth in the basic plan irrespective of whether any supplement is paid under this provision.

7. Designated beneficiaries of an employee who dies while in service are entitled to the full vested portion of the employee's multivestor pension monies.
8. Duty Disability Pension - effective July 1, 1988:
  - A. In the event an employee is disabled and unable to work within the Fire Department at his regular base salary as a result of a duty connected personal injury or illness arising out of, and in the course of his employment, and the employee in fact is eligible for, and is paid, Workers' Compensation benefits, the employee shall after a period of two (2) years, be eligible for

a duty disability pension equal to fifty (50%) of FAE (effective January 1, 1998 - sixty-six and two-thirds (66-2/3%) percent of FAE) until normal retirement age. Any workers compensation redemption shall be pro-rated until regular service retirement age and offset against future disability pension payments.

- B. Once a duty disabled employee reaches normal retirement age and is eligible for regular pension benefits, the employee will receive normal pension benefits in lieu of the duty disability pension.

The regular pension benefit shall be calculated so as to include service credit for all time during which the employee is duty disabled. Final average earnings shall be that as determined at time of disability.

- C. At any time, the Township may, at its discretion, require that the employee submit to physical and/or mental tests by a Township appointed Doctor to verify that the employee continues to suffer from a duty related disability, as shown by medical evidence, which prevents the employee from performing his regular assigned duties. In the event that the employee is found medically able to return to work, the employee shall be returned to active duty, except as provided in D. below.
- D. In the event that the employee disagrees with the findings of the Township appointed doctor, he may, within thirty (30) days of such examination submit evidence from another doctor. The cost of this second opinion shall be borne by the employee. If the Township and the Union do not agree after the second medical opinion, a third opinion will be secured from the Chief of Medical Staff of William Beaumont Hospital, or his designee(s). The findings of such third doctor will be final. The cost of securing such third opinion shall be divided equally by the Township and the Union. If the third doctor determines that the employee is medically able to perform his regular duties, the employee shall be returned to active duty.
- E. This benefit shall be applicable to all persons in employee status on or after January 1, 1988.

9. Effective January 1, 1988, the current pension plan provision entitled, "Death Before Retirement - Spouses Basic Pension Benefit" will be revised to provide a minimum service requirement of ten (10) years and a minimum age requirement of thirty-five (35) years of age. Effective January 1, 1998, the current pension plan provision entitled "Death Before Retirement - Spouse Basic Pension Benefit" will be revised to provide a minimum service requirement of ten (10) years.
10. Effective January 1, 1997, all unit members shall contribute two (2%) percent of gross pay computed on the same basis as the Township's contributions to the basic plan set forth in paragraph 1.
11. Effective thirty (30) days after ratification and execution of the contract by both principal parties, the current pension plan shall be amended to provide the spouse with a line of duty death benefit. The spouse of an employee, who dies as a result of a duty connected personal injury or illness arising out of, and in the course of his/her employment, will be eligible for a line of duty death pension benefit and no employee minimum age or service requirement shall apply. The spouse's line of duty death pension benefit shall be sixty-six and two-thirds (66-2/3%) percent of the employee's base wage at the time of death, or the employee's full pension benefit to which the employee is entitled, whichever is greater. This pension shall be subject to set off and reduction by the amount of any workers compensation benefits provided, however, that a pension received under this Section shall not be considered a "like benefit" under 161 of the Workers Compensation Act. Any workers compensation redemption shall be pro-rated and offset against future disability pension payments. Health insurance shall be provided to the surviving spouse on the same basis as though the employee were receiving a duty disability pension benefit.
12. Effective January 1, 1997, the joint and survivorship option offered by the retirement plan shall 'pop-up' to the unreduced pension amount if the designated beneficiary dies before the retiree. The unreduced pension amount will be payable for those months occurring after the month of the designated beneficiary's death.
13. Effective January 1, 1998, the current pension plan provision Section 6.03 Spouse's Annuity Coverage shall be revised by changing fifty (50%) percent to sixty-six and two-thirds (66-2/3%) percent.
14. A. Final average earnings shall be based on the employee's highest four (4) consecutive years in the last ten (10) years of employment.



- B. In the event an employee incurs a duty-connected personal injury or illness arising out of and in the course of his employment and receives Workers Compensation payments and the Township supplemental payments under Article XX, Section 1 (Short-Term Disability), sub-section b (Compensable Illness or Injury) during the employee's last five (5) years of employment, such combined payments equaling 100% of the employee's straight-time pay shall be treated as regular pay for pension contributions and credit purposes for the duration of such payments up to twenty-six (26) weeks.
  
- C. In the event an employee incurs a disabling injury or disabling illness (which necessitates the employee's absence from work for three (3) or more months) during the last five (5) years prior to retirement, such employee may select the employee's highest four (4) years in the last ten (10) years of employment.

## ARTICLE XII

### DISCHARGE OR DISCIPLINE

1. The Township shall notify the local Union President promptly in writing upon the discharge or discipline of an employee.
  
2. Should the discharged or disciplined employee or the Union President consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Union President or his duly designated representatives, to the Township within three (3) regularly scheduled calendar working days. The Township will review the discharge or discipline and answer the complaint in writing within three (3) regularly scheduled calendar working days after receiving the complaint. If the decision is not satisfactory to the Union, the correction of the discharge or discipline shall be considered a proper one for grievance procedure. For purposes of this Section a "regularly scheduled calendar working day" is Monday through Friday excluding Saturday, Sunday and observed holidays.
  
3. Any employee shall have a reasonable opportunity to have a Union representative present at the time official oral or written disciplinary action is imposed.

## ARTICLE XIII

### WORK SCHEDULE

1. Work Schedule: Subject to Article VIII, Section 6, the work schedule for employees shall be established by the Fire Chief, subject to the limitations prescribed by Act 125 of the Public Acts of 1925 as amended.
2. Employees may be permitted to voluntarily trade work or leave days, subject however, to the approval of the Fire Chief.
3. Deductions from an employee's pay shall be made for all absences from work not authorized by the provisions of this Contract.

## ARTICLE XIV

### SENIORITY

1. New employees hired after the active date of this agreement in the bargaining unit shall be considered as probationary employees for the first twelve (12) months of their employment. The twelve (12) months probationary period shall be accumulated within not more than eighteen (18) months. When an employee finishes the probationary period his name shall be entered upon the seniority list and he shall be given a seniority date twelve (12) months prior to the date he completed his probationary period. There shall be no seniority among probationary employees. Seniority for employees hired on the same date shall be determined by the employees composite test scores. In the event of a tie, the following tie-breakers shall be utilized in sequential order: written examination score, oral examination score, date of application, by lot conducted by the Fire Chief and the Union President at which the involved employees will be given the opportunity to be present. The twelve (12) month probationary period may be extended by mutual written agreement between the Township and the Union. (Effective upon the ratification and signing of the contract).

2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment as set forth in this agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the Township for other than Union activity.
3. Seniority shall be based on the classification of the employee in accordance with the employee's last date of hire. The Township will prepare a seniority list showing names of all employees entitled to seniority. It will keep the seniority list up to date at all times, and will provide the local Union President with up to date copies of the seniority list whenever changes are made. Seniority cases not falling clearly within these rules shall be settled by agreement between the Township and the Union.
4. An employee shall be terminated and lose his seniority rights if he:
  - A. Quits.
  - B. Is discharged and not reinstated.
  - C. Is laid off for a period of more than two (2) years.
  - D. Is absent without a reasonable excuse for two (2) consecutive working days and without notice to the Township of such excuse within the two (2) days or a reasonable excuse for failing to so notify the Township within the two (2) days.
  - E. Fails to return from a leave of absence, vacation or sick leave at the designated time without a reasonable excuse.
  - F. Retires.
5. Upon the signing of this Agreement, the Township and the Union will initial an up-to-date seniority list. The Township shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within thirty (30) days thereafter; and, if not so requested, the list shall become final at the end of such period. The Township shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the

Township be required to pay back-pay by reason of the correction of an error on such list.

## ARTICLE XV

### LAY OFF AND RECALL

1. A lay off is a reduction in the working force.
2. In the event of a lay off, the following procedure shall be followed:
  - A. Probationary employees will first be laid off.
  - B. Employees holding seniority will then be laid off according to seniority, beginning with the lowest seniority.
  - C. Exceptions to this procedure may be made by written agreement by the Township and the Union.
3. Employees to be laid off for an indefinite period of time shall receive at least fourteen (14) calendar days notice of layoff. The local Union's secretary shall be notified of the employees being laid off the same day the notices are issued to the employees.
4. When the working force is increased after a lay off, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by certified mail and a copy shall be made available to the Union. If an employee fails to report for work within ten (10) days from the date of the mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the Township. The Township may grant reasonable extensions of this period of time in those cases where the employee is unable to report to work.

## ARTICLE XVI

### AUTHORIZED ABSENCE

1. Authorized absence without pay may be granted by the Township for a good cause shown subject to the efficient operation of the Fire Department. Such absence shall be granted if the employee is called for jury duty, appearance in Court pursuant to a duly issued subpoena, or other similar absences beyond the control of the employee.

## ARTICLE XVII

### SICK AND EMERGENCY LEAVE

1. Employees shall be entitled to absence without loss of pay for sickness, or other good cause, upon application by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when some compelling necessity prevents the employee from performing his assigned duty. Sick and emergency leave days shall be accumulated at the rate of one-half (1/2) day per month after the probationary period. In order to earn a one-half (1/2) day of sick leave, an employee must work and be paid for, or be on an authorized paid leave as set forth in this Agreement, for eighty (80%) percent of his scheduled working days within the calendar month. Unused sick and emergency leave days not taken in any one (1) fiscal year may be accumulated for use in the future, but such accumulation shall not exceed one hundred (100) days. Effective January 1, 1990, the maximum accumulation allowed shall be reduced to seventy-five (75) days. Effective January 1, 1991, the maximum accumulation allowed shall be reduced to fifty (50) days. Under this section, a day shall be considered to be a 24 hour work day. Sick days shall be earned at the rate of one-half (1/2) day per month during the probationary period, but shall not accrue to the employee unless, and until, he has successfully completed his probationary period. Sick days that have been deducted during probationary period may be reimbursed against these days after they accrue at the rate of pay prevailing at the time such leave was taken.
2. On January 1st of each year, all full-time seniority employees will be granted one (1) day of paid leave for use during that fiscal year for personal reasons which require the employee's absence during normal working hours. Applications for such leave must be made in writing at least three (3) days before taking such leave (except in case of emergencies) and the applicant must receive the approval of the Fire Chief or his designated representative, before taking such leave. The personal leave day may not be accumulated or carried over from year to year, and will be forfeited if not used by December 31st. The number of employees allowed to take leave pursuant to this Article at any one time will be within the sole discretion of the Township.
3. On November 30 of each year, the number of unused sick leave days in each employee's sick leave accumulation shall be computed and each employee having more than seventy-five (75) days (Effective January 1, 1991: fifty (50) days) to his/her credit will receive one-half (1/2) pay in cash for sick leave days in excess of seventy-five (75) days (Effective January 1, 1991: fifty (50) days). The payment will be made in the first payroll period in December each year.

(For purposes of implementing this provision, employees will be paid for accumulated sick leave days between 75 and 100 as of November 30, 1990 within thirty (30) days after the contract has been ratified and signed by both principal parties. The payment for the days in excess of fifty (50) as of November 30, 1991 will be made in December, 1991).

## ARTICLE XVIII

### FUNERAL LEAVE

1. Definition of Funeral Leave: Funeral Leave is an absence from work for which the employee is paid just as if he were at work. The reason for the absence is the death of a member of his immediate family or household as described by the following provision of this plan.

2. Eligibility for Funeral Leave Use:

A. All employees after three months period shall be eligible to use Funeral Leave.

B. The deceased must bear one of the following relationship to the employee:

Spouse	Brother	Spouse's parent
Child	Sister	Spouse's grandparent
Parent	Aunt	Step-mother or father
Guardian	Uncle	Brother-in-law
Grandparent	Grandchild	Sister-in-law

Any member of the employee's household who makes his/her residence with the employee at the time of his or her death.

3. Use of Funeral Leave:

A. Funeral Leave is an absence from work, with pay, due to the death of a member of an employee's immediate family or household. The length of the leave shall be at the discretion of the Fire Chief, depending on the relationship of the employee to the deceased and geographical location of the funeral, but in no case shall leave for one death be longer than three (3) consecutive calendar days. In case of extenuating circumstances, additional days may be granted by the Township Board.

B. Effect of Funeral Leave on Sick Leave and Annual Leave accumulations:

Time taken off with pay as Funeral Leave shall not be deducted from either the employee's annual leave accumulation or his sick leave accumulation.

ARTICLE XIX

INSURANCE

1. Life Insurance - The Township agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the group life insurance of thirty thousand (\$30,000) dollars and thirty thousand (\$30,000) dollars for accidental death and dismemberment for seniority employees. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium. Effective January 1, 1999, the group life insurance shall be increased to sixty thousand (\$60,000) dollars.
2. Hospitalization Insurance -
  - A. The Township agrees that, for the duration of this Agreement, it will continue to pay the premium to furnish the health insurance set forth in this sub-section A. Effective sixty (60) days after ratification of the contract by both principal parties, the current health insurance for seniority employees shall be changed to Blue Cross/Blue Shield Community Blue PPO Plan 1, SOCT, FC, SD, (\$5 Preferred Prescription Drugs MOPD, PD-CM, PCD), PD-MAC, MOPD with Riders: CB-PCM Rider (Community Blue Preventive Care Benefits Rider); CB-ET \$25 Rider (Community Blue Emergency Room \$25 Co-pay Requirement) and CB-MHP 20% Rider (Community Blue Mental Health Parity Rider). At this time the foregoing health insurance is implemented, the PPOS in effect during the January 1, 1996 - December 31, 1999 contract shall be discontinued. Premium to be deducted from payroll during probationary period. If probation is successful the employee is reimbursed for the premium.

B. The Township will provide the employee the option of selecting coverage under Blue Cross/Blue Shield hospitalization insurance (with Master Medical) the same in effect during the January 1, 1996 - December 31, 1999 contract. This option is subject to the condition that such coverage is available to the Township. An employee selecting this option shall be responsible for any premium costs above those for the insurance set forth in sub-section A above and shall pre-pay each month the difference in such costs.

3. Drug Rider - \$5.00 co-pay. (\$5 Preferred RX drug card).

4. Dental Insurance - The Township agrees that, for the duration of this Agreement, it will pay the premiums to furnish group dental insurance family coverage, for full-time seniority employees. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium. Effective January 1, 1999, the annual maximum payment shall be as follows:

Dental Class I-III	-	\$1,000
Class IV	-	\$1,000

5. Short-Term Disability Insurance - The Township agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the Short-Term Disability insurance currently in force for seniority employees. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium. Effective July 1, 1984, the Short-Term Disability insurance will provide for benefits of \$250.00 per week for twenty-six (26) weeks if sick or disabled and unable to work.

Effective thirty (30) days after the contract has been ratified and signed by both principal parties, the Short-Term Disability insurance will provide for benefits of \$300.00 per week for twenty-six (26) weeks if sick or disabled and unable to work. Effective January 1, 1992, the Short-Term Disability Insurance will provide for benefits of \$350.00 per week for twenty-six (26) weeks if sick or disabled and unable to work.

The insurance coverage will begin the first day for an accident and the eighth day after the beginning of an illness. The insurance benefit is payable under the terms of Article XX, Disability Leave.



6. The Township agrees that for the duration of this Agreement, it will pay the premiums to furnish the Long-Term Disability insurance, as set forth in the Aetna proposal to the Township for seniority employees. Premium to be deducted from payroll during probationary period. If probation is successful, the employee is reimbursed for the premium. The insurance benefit is payable under the terms of Article XX, Disability Leave. Effective thirty (30) days after the contract is signed, the maximum benefit shall be \$2,000.00 per month.
7. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. No matter contained in this Article shall be subject to the Grievance Procedure.
8. Except as set forth in Article XX, Disability Leave, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that if an employee is temporarily laid off his insurance shall be continued in force (if permitted by the insurance carrier) for the period for which the Township has pre-paid the premium, if any, but in no event longer than thirty (30) days.
9. Except as set forth in Article XX, Disability Leave, it is understood that the Township's sole obligation under this Article is to pay the premiums (except for probationary employees) to provide the insurance coverage set forth above for eligible employees who are actively working.
10. The Township reserves the right to select the carrier, to change carriers and to become self-insured, provided that the dollar amount and/or benefits of such coverage is not reduced and the eligibility requirements under such contracts are not increased.
11. In the event a dispute arises under Article XIX, Section 10, the Union may file a grievance under Article IV, Section 3 D, directly with the Township Supervisor and within ten (10) days thereafter submit the grievance directly to arbitration in accordance with Article IV, Section G.

12. The Township will provide group optical insurance, family coverage for full-time seniority employees. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or time limits, contained in the contract between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. The Township reserves the right to select the carrier, to change carriers, and to become self insured.

## ARTICLE XX

### DISABILITY LEAVE

1. Short-Term Disability (up to twenty-six (26) weeks)

- a. Non-compensable illness or injury:

In the event an employee is ill or disabled and unable to work within the Fire Department at his regular salary, as a result of an illness or injury not compensable under the Worker's Compensation Act, the employee will receive insurance benefits in accordance with Article XIX, Section 6, Short-Term Disability Insurance for the period of such absence but not to exceed twenty-six (26) weeks from the date of such illness or injury. The employee may also use a pro-rata amount of his earned sick leave and/or vacation leave, if any, to equal 100% of his normal base salary. It is understood that the insurance benefit and sick leave, if any, may not exceed 100% of the employee's normal base salary. Payments made by the Township shall be deducted from the employee's accumulated sick and/or vacation leave on a pro-rata basis.

- b. Compensable illness or injury:

In the event an employee is disabled and unable to work within the Fire Department at his regular salary as a result of a duty-connected personal injury or illness arising out of and in the course of his employment, and in fact, is paid Worker's Compensation Benefits, the employee will be paid for those days the employee would otherwise have been scheduled to work 100% of his regular straight time pay, such payment to consist of Workers' Compensation Benefit payments as supplemented by the applicable

payments to eligible employees under any other disability insurance plan provided by the Township. It is understood that the Township's responsibility pursuant to this Section is to pay the difference, if any, between such one-hundred percent (100%) of the regular straight-time pay and the compensation set forth above. The payments set forth in this Section will be made for the period of absence but not to exceed twenty-six (26) weeks from the date of such illness or injury. A duty-connected illness or injury shall be such an illness or injury which is compensable under the provisions of the Michigan Workers' Compensation Law. The Township may, at its option, require a confirming statement from a medical doctor relative to the nature of the injury or illness and the duration of such absence.

2. Long-Term Disability (in excess of twenty-six (26) weeks)

In the event an employee is unable to return to work within the twenty-six (26) week period described in Section 1 above due to either an non-compensable or compensable illness or injury, the employee will receive insurance benefits in accordance with Article XIX, Section 6, Long-Term Disability Insurance.

- a. Pending the determination by the Long Term Insurance carrier of the employee's eligibility, the Township will advance to the employee the benefit payments provided under the Township's Long Term Disability Insurance program which would be payable if the employee is determined eligible if the following conditions have been met:
  1. The affected employee must apply for such long term disability insurance benefits and provide all information necessary to process his/her application for such benefits in good faith and in a timely manner. The Township will make available at Township offices the necessary forms.
  2. The employee must enter a written agreement to reimburse the Township for all such payments in the event the Long Term Disability Insurance carrier determines that the employee is not eligible for the payment of Long Term Disability Insurance payments. The Township may also recover such payments through payroll deduction or withholdings from the employee's final paycheck(s).

The Township agreement and all such payments shall cease upon a determination by the Long Term Disability Insurance carrier that the employee is not eligible for payments under the insurance plan.

3. Insurance Continuation:

- a. In the event a seniority employee suffers a compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for two (2) years from the date of such illness or injury, except that health insurance may be continued as provided under Article XXXIV, Health Insurance for Retirees.
  - b. In the event a seniority employee suffers a non-compensable disability as set forth in this Article, the Township will continue the hospitalization and life insurance for one (1) year from the date of such illness or injury.
4. An employee unable to return to work within two (2) years of the date of the illness or injury, shall be deemed to be permanently disabled and shall be terminated from Township employment subject to review and approval of the Township Board.
- a. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered to the employee.
  - b. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
  - c. Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
  - d. All employee and dependent insurance coverage shall cease on the date of termination, except that health insurance may be continued as provided under Article XXXIV, Health Insurance for Retirees.
  - e. A non-duty disabled firefighter shall receive up to a total of two (2) years service credit for pension purposes for the period he is off work due to the non-duty disability.

5.
  - a. In the event a seniority employee suffers a compensable disability as set forth in this Article, the employee will continue to accrue longevity, holiday, vacation and sick leave credit during the period of such illness or injury (for those months in which the employee is paid at least eighty (80%) percent of his/her base salary from the Township or Township provided programs) up to a maximum period of two (2) years. Any payments made during this period will be made at the applicable rate of the base salary of the employee's rank.
  - b. In the event a seniority employee suffers a non-compensable disability as set forth in this Article, the employee will continue to accrue longevity, holiday, vacation and sick leave credit during the period of such illness or injury (for those months in which the employee is paid at least eighty (80%) percent of his/her base salary from the Township or Township provided programs) up to a maximum period of one (1) year. Any payments made during this period will be made at the applicable rate of the base salary of the employee's rank.
6.
  - a. In the event that a bona fide dispute arises over whether a disability is compensable or noncompensable, the Township agrees to continue the hospitalization and life insurance coverages of the employee until such dispute is resolved, but in no event beyond two (2) years of the date of the illness or injury. To be eligible the employee must enter a written agreement to reimburse the Township for all payments to provide such coverages (after one (1) year after the date of such illness or injury) if the disability is determined to be noncompensable. The Township may also recover such payments through payroll deduction or withholdings from the employee's final paycheck(s).
  - b. In the event the dispute is not resolved within two (2) years of the date of the illness or injury, the employee may continue hospitalization insurance under the applicable plan for up to eighteen (18) months by pre-paying each month to the Township the cost of the premiums. If the employee pre-pays the premiums as set forth in this paragraph and a final determination is made that the disability is compensable, the Township will reimburse the employee for the premium payments made by the employee under this paragraph for up to eighteen (18) months or the date of the final determination, whichever occurs first.

## ARTICLE XXI

### EMPLOYMENT MEDICAL EXAMINATION

1. All employees must pass a medical examination given by a Township designated physician before starting to work. The cost of the medical examination is to be borne by the Township.
  - A. You will be notified by the Chief of the time and place of your medical examination.
    1. The Township shall, at its expense, provide each employee an annual physical examination
      - a. Including, but not limited to, a chest X-Ray
      - b. Electrocardiogram
      - c. Blood test
    2. Such examination shall be scheduled as nearly as possible on the anniversary of the employee's last physical examination.
    3. Results of this examination shall be made known to the Fire Chief and to each individual employee.
    4. It is understood that the annual physical examination is provided by the Township for those employees who wish to voluntarily participate in the program. The physical examination will be scheduled during the employee's non-working hours. Employees desiring an annual physical will notify the Fire Chief by February 1st of each year.
2. The Township may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for illness or injury which has resulted in lost work time exceeding three (3) consecutive work days.
3. A. The Township may, at its discretion, require that employees submit to physical and mental tests and examinations by a Township appointed doctor when such tests and examinations are considered to be of value to the Township in maintaining a capable work force, employee health and safety, etc., providing however, that the Township will pay the cost of such tests and examinations.

- B. The Township reserves the right to require an employee to take an involuntary sick or health or disability leave of absence, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties. Such disability shall be deemed just cause for the purposes of this Agreement.
- C. In the event the employee disagrees with the findings of the Township appointed doctor, he may, within thirty (30) days of such examination submit evidence from another doctor substantiating the employee's opinion. The cost of this second opinion shall be borne by the employee. If the Township and the Union do not agree after the second medical opinion, a third opinion may be secured from a doctor mutually agreed upon by the Union and the Township. This opinion shall be secured within ten (10) days after the selection of the doctor as outlined above. The cost of securing such third opinion shall be divided equally by the Township and the Union. The findings of such third doctor will be final. If at any time within a year after the final decision above, the employee is found to be restored in health, mental or physical, as substantiated by medical evidence, which medical evidence is acceptable to both the Union and the Township, to such an extent that he can resume his previous duties, he shall be reinstated without a loss of seniority. During the time he is not on duty, under the provisions of this Article, he shall accumulate no benefits.

## ARTICLE XXII

### UNIFORMS

1. The Township shall furnish each firefighter, upon confirmation, with the department uniform set forth in Appendix B. Procedures for procuring uniforms will be as set forth in Appendix B.
2. Each full time seniority employee shall be entitled to a uniform allowance for the procurement of items set forth in Appendix B and the replacement of worn items, in the amount of \$250.00 per fiscal year or an average of \$250.00 per fiscal year over any three (3) consecutive fiscal years i.e. unused portions may be used in the subsequent two (2) fiscal years.

3. The Township will establish uniform standards. The specifications shall be strictly adhered to by all employees. The Fire Chief shall be the final authority in regard to conformance to standards. The Chief, or his designee, may reject any item not in conformance with the specifications and deny the use of the uniform allowance for said item. (Effective upon ratification and signing of the contract).

## ARTICLE XXIII

### PROMOTIONS

SECTION A. In order to be eligible for promotion to the next higher rank within the bargaining unit, an employee must attain placement on the Department eligibility roster as provided in this Article.

SECTION B. The preparation of an eligibility roster will be announced as follows:

1. The Chief will announce anticipated examination dates not more than six (6) months nor less than three (3) months in advance.
2. To the extent possible, the Chief will furnish a bibliography and/or outline covering the contents of the written examination. The Township will use its best efforts to post the bibliography for the written examination at the time the anticipated examination date is announced. The bibliography will consist of those sources from which the written examination will be drawn. It is understood that the number and identity of the sources will be determined by the Township. The Township will use its best efforts to provide the source materials at each engine house for the use of the members.
3. The Chief will announce the specific examination dates at least thirty (30) days in advance.

SECTION C. Firefighters must have five (5) years (effective January 1, 1997 - ten (10) years) experience in the West Bloomfield Fire Department as full-time, paid employees before they are eligible to write and compete for promotion to the next higher rank.



Lieutenants who have served in that rank for two (2) years are eligible to compete for the position of Captain. Lieutenants must be full-time, paid employees in order to qualify.

Those employees who have attained the minimum service levels by the date of the first examination will be eligible to participate in the competitive examinations, provided the employee must request to participate in the examinations by submitting an appropriate request to the Chief no later than twenty-one (21) days prior to the first examination date.

SECTION D. The competitive elements of the examination will consist of a written examination and oral examination made up of three (3) Fire Department Command Officers from outside Fire Departments. The passing grade in each element of the examination shall be seventy percent (70%), and the failure of an applicant in any element shall disqualify him from further consideration. All applicants who pass the written examination shall be given the oral examination.

SECTION E. Effective January 1, 1997, candidates will be ranked on the basis of a composite score computed as follows:

1. The percentage (%) attained on the written examination multiplied by seventy-five (75%) percent.
2. The percentage (%) attained on the oral examination multiplied by twenty-five (25%) percent.
3. In addition, seniority points (up to a maximum total of twenty-two and one-half (22.5) points) will be awarded to attain a total composite score as follows:

0 to 5 years of service: 0 points

6 years to 10 years of service: One (1) point for each year of such service (maximum of five (5) points).

11 years of service to 15 years of service:  
One and one-half (1-1/2) points for each year of such service (maximum of seven and one-half (7-1/2) points).

16 years to 20 years of service: Two (2) points for each year of such service (maximum of ten (10) points).

Seniority points will be computed as of the date of the first examination. Fractional years of service will be disregarded, i.e., seniority credit will be computed based upon the employee's seniority as of the employee's last anniversary date preceding the first examination.

SECTION F. The eligibility roster will remain in effect for a period of eighteen (18) months. This period may be extended for a period of up to six (6) months by the Township. No more than two (2) months shall elapse from the termination date until a new examination date is posted. Any vacancies in officer ranks occurring during the interim between the termination date of the previous list and the posting of the new eligibility list shall be filled from the new list.

SECTION G. Any individual promoted to a higher rank shall serve one (1) year probationary period in that rank starting from the date of appointment. Individuals promoted to Lieutenant will successfully complete the Fire Officer II program. The program will be provided at the Township's expense and will be completed during the probationary period, unless such program is unavailable at local training facilities. Individuals promoted to Captain will successfully complete the Fire Officer III program. The program will be provided at the Township's expense and will be completed during the probationary period, unless such program is unavailable at local training facilities.

SECTION H. In the event the Township wishes to fill a permanent position in the involved rank, the Chief will appoint an individual who is in the top two (2) of the eligibility roster on the date of appointment. The list of the top two (2) on the eligibility roster shall be revised after each appointment.

SECTION I. If the Township creates a new job covered by the labor agreement, the Township shall fill such position under the provision of this Article.

SECTION J. If no employee passes the testing procedure for a promotion or new job within the bargaining unit, the Township may consider persons other than employees covered by this agreement for the position, provided, however, such persons shall be tested along with any employees in the Department for such position.

## ARTICLE XXIV

### PROHIBITION OF STRIKES

1. The Union agrees that there shall be no strikes, slow-downs, stoppage of work, or any interference with the efficient management of the Fire Department for any reason. It is agreed that neither party will commence any legal action against the other unless and until the party against whom the complaint or contention is aimed shall have been allowed a reasonable opportunity to correct the same and shall have refused to do so.

## ARTICLE XXV

### RESIDENCY

1. All employees shall, as a condition of continued employment, be residents and reside in that area, contained within a circle the radius of which is twenty-five (25) miles and the center of which is the geographical center of West Bloomfield Township, which is hereby defined as the common section corner of Sections 15, 16, 21 & 22 of T2N, R9E, West Bloomfield Township, Oakland County, Michigan.
2. The Township may, in its sole discretion, employ new employees without regard to the requirements of Paragraph 1 of this Section, provided that such new employees become residents and reside in that area set forth in Paragraph 1 of this Section, within ninety (90) days after successfully completing the probationary period of employment.
3. Employees who, on December 17, 1973, did not reside within the area set forth in Paragraph 1 of this Section shall be exempt from the requirements of Paragraph 2 of this Section, provided however, that said employees shall (at such time as they change their place of residence from the one held, as shown by the Township's records, on December 17, 1973) move their residence within the distance from the geographical center of the Township as set forth in Section 1 above.
4. It shall be the responsibility of each employee to immediately notify the Township Clerk's Office of any change of address or telephone number. The employee's address and telephone number as it appears on the Township's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

## ARTICLE XXVI

### CONTINUING EDUCATION

1. Permanent, full-time seniority employees who enroll in approved fire or medical related classes may apply to the Township for reimbursement of the tuition fee. It is understood that payment of all or part of the tuition fee up to one (1) course per semester is within the sole discretion of the Township. If the Township agrees to pay all or part of the tuition fee, payment will be made directly to the institution and the course grades will become part of the employee's personnel records. It is understood that if the course is not completed in a satisfactory manner or the employee resigns or is terminated within one (1) year following the completion of the course work, the employee will reimburse the Township for the full amount paid by the Township in six (6) monthly installments or in the event of resignation or termination in one (1) lump sum to be deducted from the employee's final pay check(s).

Release time for approved classes will be granted if the minimum daily staffing level as determined by the Chief and/or his designee in his sole discretion are maintained. Minimum daily staffing level for school shall be the same as minimum daily staffing level used for overtime. It is understood that such release time will not cause the payment of overtime.

Release time will be granted only for those classes which are required for completion of the employees specific degree or certificate. It is the responsibility of the employee to assure that his/her shift is covered in the event staffing levels fall to the minimum prior to the employee using release time.

In the event two (2) or more members desire to be released during the same time period and insufficient staffing exists to allow multiple releases, the affected members will resolve the conflict themselves.

Nothing herein shall limit the Township from releasing employees from duty for required education or education the Fire Chief feels is beneficial.

2. It is understood that any books or materials purchased by the Township will remain the property of the Township.

## ARTICLE XXVIII

### SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

## ARTICLE XXIX

### DEPARTMENT RULES

The Township may adopt, publish, change, amend and enforce reasonable rule and regulations for all employees, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

## ARTICLE XXX

### MANAGEMENT RIGHTS CLAUSE

#### Section 1.

The Township Board on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Township Board, including, but without limiting the generality of the foregoing, the right (a) to manage its affairs efficiently and economically,

including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services; (b) to introduce new equipment, methods of processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to sub-contract or purchase the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installations; (e) to hire new employees, to assign and lay off employees; (f) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (g) to determine lunch, rest periods, and cleanup times, the starting and quitting times; (h) to discipline, demote, suspend and discharge employees for just cause; (i) to carry out cost and general improvement programs; (j) to transfer, promote, employees within the department; (k) to select employees for promotion or transfer to supervisory or other positions within the department; (l) to establish training requirements for purposes of maintaining or improving professional skills of employees. It is understood that the rights, powers, authorities, duties and responsibilities provided in this Article are limited by the express provisions of this Agreement.

#### Section 2.

Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the Township.

### ARTICLE XXXI

#### JURY DUTY

1. When an employee is required to serve on a jury, he will be excused from his regular duties on the days he is required to, and does, appear in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary.
2. The Township will pay such employee for time actually lost from his scheduled work hours (exclusive of work premiums) less his jury fees received for such days.

## ARTICLE XXXII

### LICENSURE

Section A - For the period of time the Township decides to operate an Advanced Life Support EMS Program, the following provisions shall apply.

Section B - The Township shall determine the number of ALS EMS units placed in service. The Department shall determine the AEMT complement. The AEMT complement will consist of two (2) AEMTs plus a number determined by the Township required to staff each ALS EMS unit up to a maximum of twelve (12) AEMTs for each ALS EMS in service.

Section C - Employees who are designated in the AEMT complement (which number is currently designated as a maximum of thirty-eight (38)) shall be required to maintain a valid AEMT license and perform the duties of the AEMT, as a condition of continued employment. Only those required to be licensed and actively practicing AEMTs will be considered and counted as part of the AEMT complement.

1. Employees who are in the above designated AEMT complement shall participate in the required Continuing Medical Education classes to insure their license will be renewed upon its expiration.

In the event such an employee fails to meet state licensing requirements, the employee will be allowed to work as a regular firefighter (no advanced AEMT duties) until the AEMT license is reinstated.

The employee shall attend the necessary class(es) as directed by the Department. In the event the employee again fails to meet the state licensing requirements by taking the required classes or by failing to take the first available examination, the employee will be terminated from Township employment. No overtime payments will be made for any training during this period.

The employee must take the refresher course at his own expense and on his own time and take the next available examination.

In any event, failure to become recertified within one (1) year (or as extended by the Township if no state examination is given in the prior three (3) months prior to the expiration of the one (1) year period), after the date the license expired shall result in termination of employment.

2. In the event an AEMT loses his license due to disability or other reason beyond the control of the employee, the employee will be exempted from the requirements of this provision.
3. In the event an AEMT loses his license for reasons other than those set forth in sub-sections 1 and 2 above, the employee may be disciplined up to and including termination. Such discipline shall be subject to the grievance procedure.

Section D - AEMT Staff Reduction - In the event the designated complement is reduced, AEMTs will be removed from the complement in the following order until the newly designated AEMT complement staffing level is reached:

1. AEMTs will be allowed to voluntarily withdraw from the AEMT complement on a Department seniority basis (as compared to other AEMTs) under Section G of this Article.
2. If after application of subsection 1 above, there are more AEMTs in the complement than necessary to fill the designated AEMT complement, the surplus AEMTs will be removed from the complement on the basis of inverse Department seniority (as compared to other AEMTs).



Section E - Surplus AEMTs - In the event more AEMTs are employed than necessary to fill the designated complement under Sections B and C above, the following shall apply:

1. Surplus AEMTs will not be required to maintain their licensing.
2. Surplus AEMTs who choose to continue their license, shall be allowed to participate in the Township sponsored continuing medical education program as necessary to maintain their license.
3. Surplus AEMTs will be eligible for the AEMT expense reimbursement.
4. Any surplus AEMT who chooses to let their license expire shall notify the Department at least three (3) months before said expiration. The Department shall then notify the Union.
5. Currently licensed surplus AEMTs must be available for assigning to the complement based on the needs of the Department.

SECTION F - AEMT Staff Increase - In the event the Township determines that an insufficient number of AEMTs exist to fill the designated AEMT complement under Sections B and C above, employees may be required to license or re-license as, and perform the duties of AEMTs, as follows:

1. Volunteers, who are non-officers, based upon seniority.
2. If additional personnel are required, non-officers based upon inverse department seniority.

SECTION G - Exit from the AEMT Complement - An AEMT who wishes to withdraw from the AEMT complement shall adhere to the following guidelines:

1. An AEMT must maintain his AEMT license for three (3) years before he is eligible to exit from the complement.

2. In the event there are surplus AEMTs currently licensed, available for assignment to the complement the following shall apply:
  - a. Letter of intent to withdraw from the complement will be accepted at any time and will be held for a thirty (30) calendar day period.
  - b. Once a letter of intent to withdraw is received, the Department shall notify the Union, who shall notify the members of the AEMT complement, that they have a thirty (30) day opportunity to withdraw from the complement.
  - c. At the end of the thirty (30) day period, the member with the highest seniority shall be released from the complement and replaced with the surplus AEMT.
  - d. In the event and to the extent that the Fire Department exceeds the designated AEMT complement under Section B and C above, AEMTs who wish to do so shall be allowed to exit the AEMT complement on the basis of highest department seniority.
3. Prior to advertising for new employees, the Department will advise the Union and during the next forty-five (45) calendar day period an AEMT may file a written request to withdraw from the AEMT complement. Once the forty-five (45) day period expires, the withdrawal request may not be rescinded and once the request is approved and the employee is released from the complement, the employee may not participate in the AEMT program in the future without Department approval. Withdrawal requests will be granted (provided the minimum staffing level is maintained) based upon Department seniority (as compared to other AEMTs). When the Department is hiring and a withdrawal request has been filed, the Township will make every effort to hire an AEMT. The individual to be released from the complement will be released when the new hiree fulfills the State Certified Firefighter Training requirements, is certified and successfully completes the probationary period.

#### SECTION H - Basic EMT Program

1. A current basic EMT, who is not a member of the AEMT complement, may leave the basic EMT program at any time.

2. Employees may request to participate in the basic EMT training program. The Township will pay the cost of tuition and books. No overtime will be paid for course work/training time outside of the employees normal scheduled hours. In the event the employee does not complete the training program, the employee shall reimburse the Township (through payroll deduction) for the costs of the books and tuition.
  
3. An employee who requests and receives basic EMT training shall maintain his basic EMT license for a minimum period of three (3) years. In the event the employee does not complete the minimum period, the employee shall reimburse the Township (through payroll deduction) for the costs of the books and tuition.

SECTION I - In the event higher AEMT staffing levels for each ALS EMS unit are imposed by the law, the provisions of this Article shall be subject to re-negotiation by the parties.

SECTION J - All employees hired after January 1, 2000 shall, as a condition of employment, maintain a valid AEMT license for a minimum period of fifteen (15) years from the employee's date of hire.

### ARTICLE XXXIII

#### AEMT EXPENSE REIMBURSEMENT

Effective January 1, 2000, those individuals who are licensed to work as AEMT's, regardless of any temporary assignment to an apparatus and/or station without an advanced life support unit, will be reimbursed for expenses entailed in the procurement and retention of their AEMT certification and licenses by the payment of a stipend according to the following schedule:

Less than 3 years of seniority as an AEMT	2% of the Firefighters top base salary.
Over 3 years of seniority as an AEMT	4% of the employee's base salary.

The above referenced stipend shall be divided into and paid in four (4) quarterly payments. The reimbursement payments will be made within two (2) weeks after each calendar quarter, (i.e. March 31, June 30, September 30 and December 31). The individual must have held the AEMT certification and license throughout the calendar quarter to be eligible for this payment.

#### ARTICLE XXXIV

##### HEALTH INSURANCE FOR RETIREES

1. The Township will provide and pay for BC/BS health insurance coverage for retirees in good standing under the Township's retirement system who are regular service retirees of at least fifty-five (55) years of age and at least twenty (20) years of seniority (effective January 1, 1994: or at least fifty-two (52) years of age and at least twenty-five (25) years of seniority) or who are receiving workers' compensation and/or duty disability pension benefits. The level of coverage provided shall be Blue Cross/Blue Shield hospitalization insurance (with Master Medical and drug rider) the same as in effect during the January 1, 1996 - December 31, 1999 contract, including spouse coverage.

If available to the Township and approved by the carrier, the Township will provide the retiree the option of selecting coverage under one of the HMO's or Community Blue PPO Plan 1 then provided to active employees; provided that the retiree be responsible for any costs above the cost of Blue Cross/Blue Shield coverage for active employee and shall pre-pay each month the difference in such costs.

- A. In the event a unit member, who has at least twenty (20) years of seniority but who has not yet attained the age of fifty-five (55), or twenty-five (25) years of seniority but who has not attained the age of fifty-two (52), elects early retirement and receives pension benefit payments under the early retirement option of the Township retirement plan, such early retiree shall be eligible for the health insurance for retirees set forth in Article XXXIV upon attainment of age fifty-five (55), or fifty-two (52),
2. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's insurance plan shall be considered the secondary insurance.

3. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. Upon the retirees receipt of Medicare health insurance benefits, the Township may provide BC/BS complementary coverage, which, together with Medicare, provides the same level of coverage as is currently provided to employees.
4. Any funds established by the Township shall be vested in the Township, and no employee covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the Township, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the Township. Furthermore, the Township reserves the right to change providers.
5. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse, is actively employed by another employer and covered by his/her employer's health insurance program, if that program provides equivalent or better coverage at no expense to the retiree or spouse.
6. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife.
  - A. In the event the employee select one of the survivorship options in the pension plan, the spouse will continue to be eligible for the benefits of this Section as long as he/she continues to be eligible for and receives the survivorship pension benefits.
  - B. In the event that the spouse shall have comparable or better insurance available, the Township shall have no obligation to continue coverage. In the event the spouse loses the comparable coverage the spouse will then become eligible for coverage from the employer.
7. An employee, who attains the required retirement age and retires under the provisions of the Township's retirement system, but who is not yet eligible for Township provided health insurance, may at his/her expense provide health insurance for him/herself, spouse and eligible dependents at the election of the retiree. The provision of this coverage is subject to the approval of the insurance carrier and is subject to all the terms and conditions contained in the contracts

between the carrier and the Township. To maintain coverage, the retiree must pay in advance each month the full cost of the premiums by depositing the required amount with the Township Treasurer's Office.

8. During such period of time that a retiree is eligible for and receiving Township provided health insurance (or retiree paid insurance under Section 7 above) under the provisions of this Article, the retiree may at his/her expense provide health insurance to his/her eligible dependents (not including spouse) at the election of the retiree. The provision of this coverage is subject to the approval of the insurance carrier and is subject to all terms and conditions contained in the contracts between the carrier and the Township. To maintain coverage, the retiree must pay in advance each month the full cost of the premium for the eligible dependent (including any additional costs for a student rider) by depositing the required amount with the Township Treasurer's Office.

#### ARTICLE XXXV

#### FORTY (40) HOUR CAPTAIN

The parties agree that the Township may assign a Captain to a 40-hour average work week schedule for such periods of time as the Township may determine. In such an event, the following provisions shall apply with reference to certain fringe benefit Articles contained in the Agreement between the parties.

#### ARTICLE VIII - OVERTIME PAY:

Calculation of the hourly and daily rate shall be: annual base salary divided by 2080. The overtime rate shall be paid after eight (8) hours in a workday, or after forty (40) hours in a workweek. Paid absent time shall be counted as time worked for the purpose of computing overtime payments.

#### ARTICLE IX - HOLIDAY PAY:

In lieu of the holidays set forth in the contract, the 40 hour Captain will receive the following holidays: New Year's Day; Martin Luther Kings, Jr. Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Eve; Christmas Day; New Year's Eve. Holiday pay shall be calculated as follows: Annual base salary divided by  $2080 \times 8 =$  daily rate. Holiday pay = 12 days computed at the straight time daily rate. A lump sum holiday payment shall be made in November of each year. The Department may require the 40 hour Captain to work on up to three (3) holidays per year and no additional compensation will be paid for such time worked.

ARTICLE X - VACATIONS:

Existing vacation will be converted on the basis of eight (8) hours. Future accumulation as per the contract converted to an eight (8) hour basis by utilizing a factor of .667. The employee will receive an additional twelve (12) days of vacation time to be taken on the designated holidays.

PERSONAL LEAVE:

Existing personal leave accumulation shall be converted to an eight (8) hour basis by utilizing a factor of .667. Future accumulation shall be at the rate of three (3) eight (8) days per year.

ARTICLE XVII - SICK AND EMERGENCY LEAVE:

The employee's existing sick leave accumulation will be converted to eight (8) hour days by utilizing a factor of .667. Future accumulation shall be at the rate of one (1) eight (8) hour day per month. Accumulation may not exceed 100 eight (8) hour days.

ARTICLE XXII - UNIFORMS:

The uniform allowance shall be \$300.00 per fiscal year. The Township will provide for adequate and proper cleaning of uniforms. Uniforms are to be presented for cleaning at the establishment selected by the Township. In the event the Department determines that a different uniform is required, the department will provide the initial issue.

It is understood by the parties that this assignment, and the continuance of this assignment, is within the sole discretion of the Township.

ARTICLE XXXVI

ASSISTANT FIRE CHIEF

1. The Township may create a new position of Assistant Fire Chief for such periods of time as the Township may determine. The position shall not be in the bargaining unit represented by the Union.
2. That both parties agree to amend Article I, Section I to specifically exclude the position of Assistant Fire Chief.
3. The selection and assignment of the Assistant Fire Chief shall be the right of the Township; provided that, the Assistant Fire Chief shall be appointed from amongst the Captains of the bargaining unit

represented by the Union. Should no Captain accept the position of Assistant Fire Chief and the Township desires to fill the position, the appointment shall be made from amongst the Lieutenants in the bargaining unit.

4. The salary for the Assistant Fire Chief shall be set by the Township. The position shall be considered an exempt position and the incumbent shall not be eligible for any overtime payments. All other economic fringe benefits, including but not limited to pension, shall be the same as those provided for unit members in the collective bargaining agreement between the Township and the Union or as outlined in the Letter of Understanding.
5. The duties and assignments of the Assistant Fire Chief shall be as determined by the Fire Chief.
6. The Assistant Fire Chief shall continue to accrue seniority and those benefits based upon seniority while serving as Assistant Fire Chief. In the event the Assistant Fire Chief is returned to the bargaining unit under sections 6, 7, 8 and/or 9 set forth below, the Assistant Fire Chief shall be credited with all accrued seniority and benefits. The individual shall receive the salary and benefits then in effect for the position last held.
7. The Township shall have the continued right to eliminate the position of Assistant Fire Chief in which event the Assistant Fire Chief shall be returned to the rank last held within the bargaining unit. However, in no event will any Union member be demoted or laid-off in order to accommodate the Assistant Fire Chief returning to the bargaining unit.
8. The Assistant Fire Chief shall serve as Assistant Chief at the pleasure of the Fire Chief. In the event the appointment is rescinded, the Assistant Fire Chief shall be returned to the rank last held within the bargaining unit. However, in no event will any Union member be demoted or laid-off in order to accommodate the Assistant Fire Chief returning to the bargaining unit.
9. In the event a vacancy exists in his former rank (ie..The rank last held before appointment as Assistant Fire Chief) the Assistant Fire Chief may resign from the position and return to his former rank.
10. In the event the Assistant Fire Chief becomes subject to disciplinary action (ranging from up to and including termination from employment), the disciplinary action shall be processed in



accordance with the grievance and arbitration procedure contained within the collective bargaining agreement between the Township and Local 1721. However, in no event shall the Union be obligated to defend, hold harmless or provide legal counsel to the Assistant Fire Chief should the Assistant Fire Chief be subject to disciplinary action.

11. In the event the Union ever withdraws its agreement to any term or provision of this Article, the Township may discontinue the position.

Furthermore, the below will also apply:

#### ARTICLE IX - HOLIDAY PAY:

In lieu of the holidays set forth in the contract, the Assistant Fire Chief will receive the following holidays: New Year's Day; Martin Luther Kings, Jr. Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Eve; Christmas Day; New Years' Eve. Holiday pay shall be calculated as follows: Annual base salary divided by 2080 x 8 = daily rate. Holiday pay = 12 days computed at the straight time daily rate. A lump sum holiday payment shall be made in November of each year. The Department may require the Assistant Chief to work on up to three (3) holidays per year and no additional compensation will be paid for such time worked.

Existing accumulation of vacation, sick and emergency leave and personal leave shall be converted to an eight (8) hour basis by utilizing a factor of .667.

#### ARTICLE X - VACATIONS:

Existing vacation will be converted on the basis of eight (8) hours. Future accumulation as per the contract converted to an eight (8) hour basis by utilizing a factor of .667. The employee will receive an additional twelve (12) days of vacation time to be taken on the designated holidays.

#### PERSONAL LEAVE DAYS:

Existing personal leave accumulation shall be converted to an eight (8) hour basis by utilizing a factor of .667. Future accumulation shall be at a rate of three (3) eight (8) hours days per year.

#### ARTICLE XVII - SICK AND EMERGENCY LEAVE:

The employee's existing sick leave will be converted to eight (8) hour days by utilizing a factor of .667. Future accumulation shall be at the rate of one (1) eight (8) hour day per month. Accumulation may not exceed one-hundred (100) eight (8) hour days.

#### ARTICLE XXII - UNIFORMS:

The uniform allowance shall be \$300.00 per fiscal year. The Township will provide for adequate and proper cleaning of uniforms. Uniforms are to be presented for cleaning at the establishment selected by the Township. In the event the department determines that a different uniform is required, the department will provide the initial issue.

## ARTICLE XXXVII

### FIRE INSPECTOR

The parties agree that the Township may create a new position of Fire Inspector and assign the Inspector to a 40-hour average work week schedule for such periods of time as the Township may determine. In such an event, the following provisions shall apply with reference to certain fringe benefit Articles contained in the Agreement between the parties and with respect to certain requirements of the position.

#### ARTICLE VIII - OVERTIME PAY:

Calculation of the hourly and daily rate shall be: Annual base salary divided by 2080. The overtime rate shall be paid after eight (8) hours in a workday, or after forty (40) hours in a workweek. Paid absent time shall be counted as time worked for the purpose of computing overtime payments.

#### ARTICLE IX - HOLIDAY PAY:

In lieu of the holidays set forth in the contract, the inspector will receive the following holidays: New Year's Day; Martin Luther Kings, Jr. Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Eve; Christmas Day; New Year's Eve. Holiday pay shall be calculated as follows: Annual base salary divided by 2080 x 8 = daily rate. Holiday pay = 12 days computed at the straight time daily rate. A lump sum holiday payment shall be made in November of each year. The Department may require the Inspector to work on up to three (3) holidays per year and no additional compensation will be paid for such time worked.

#### ARTICLE X - VACATIONS:

Existing vacation will be converted on the basis of eight (8) hours. Future accumulation as per the contract converted to an eight (8) hour basis by utilizing a factor of .667. The employee will receive an additional twelve (12) days of vacation time to be taken on the designated holidays.

#### PERSONAL LEAVE:

Existing personal leave accumulation shall be converted to an eight (8) hour basis by utilizing a factor of .667. Future accumulation shall be at the rate of two (2) eight (8) hour days per year.

#### ARTICLE XVII - SICK AND EMERGENCY LEAVE:

The employee's existing sick leave accumulation will be converted to eight (8) hour days by utilizing a factor of .667. Future accumulation shall be at the rate of one (1) eight (8) hour day per month. Accumulation may not exceed one-hundred (100) eight (8) hour days.

ARTICLE XXII - UNIFORMS:

The uniform allowance shall be \$300.00 per fiscal year. The Township will provide for adequate and proper cleaning of uniforms. Uniforms are to be presented for cleaning at the establishment selected by the Township. In the event the Department determines that a different uniform is required, the Department will provide the initial issue.

The Inspector shall receive the same annual base salary as a Lieutenant; however, time spent in the Inspector position will not be considered time spent in the Lieutenant position for purposes of promotion, i.e. an Inspector may bid on a Lieutenant position but not a Captain position unless the inspector was eligible to write for the Captain position prior to becoming an inspector.

The notice requirements in Article XXIII, Promotions, Section B subsection 1 is waived.

In the event that fewer persons apply than the number of positions available, the ten (10) year requirement will be lowered to five (5) years.

An employee accepting a promotion to the Inspector position will agree to a four (4) year commitment to the position unless the individual is promoted to Lieutenant or Captain or reassigned by the Department, i.e. the individual shall not seek a voluntary reassignment to the rank of Firefighter or return to his former rank during the four (4) year commitment. After the four (4) year commitment the employee may return to fire suppression at the same rank as left.

Any employee eligible for retirement within four (4) years of the testing date shall not be eligible for the position.

The Township will pay for all training, schooling and certifications that the Township determines are necessary for this position.

It is understood by the parties that this assignment, and the continuance of this assignment, is within the sole discretion of the Township.

ARTICLE XXXVIII

TERMINATION

This Agreement shall terminate on December 31, 2002.


The Agreement shall remain in full force and be effective during the period of negotiations unless and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

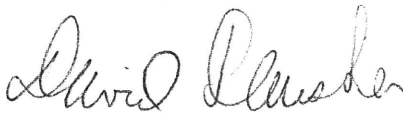
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date.

IN WITNESS WHEREOF the parties hereto have set their hands and seals at the Charter Township of West Bloomfield, this day of December 14, 2000.

WEST BLOOMFIELD FIREFIGHTERS  
ASSOCIATION, LOCAL 1721

CHARTER TOWNSHIP OF  
WEST BLOOMFIELD

By:   
Daniel Dawe  
Union President

By:   
David Flaisher  
Township Supervisor

Dated: 13 Dec 2000

Dated: Dec 14, 2000

APPENDIX B

1. The Township shall furnish, maintain or replace the following equipment:

(NFPA approved fire fighting equipment)

- fire coat
- bunker pants/suspenders
- fire boots
- helmet/eye protection
- gloves
- hood
- safety glasses
- patches

2. The Township will furnish new employees (probationary) the clothing listed below. All clothing for probationary employees will remain the property of the Township and must be turned in should the employee leave the Township employ.

- 3 dark blue work shirts (long sleeve with patches)
- 3 dark blue work pants
- 1 basketweave leather belt
- 1 pair shoes
- 1 each winter and summer coat with patches
- 1 I.D. card

3. Upon confirmation of Probationary Employees, the Township will furnish the following:

- 3 light blue work shirts with patches
- 3 dark blue work pants
- 1 dress uniform blouse (double breasted coat)
- 1 dress white shirt (long or short sleeve)
- 1 dress uniform pant
- 1 dress hat
- 1 wool tie
- 2 breast badges

4. Upon promotion in rank above Fire Fighter, the Township will update uniforms by furnishing the following:

- 1 helmet NFPA approved
- update dress uniform and dress hat
- 2 breast badges (Lt./Capt.)
- 1 set collar pin bugles (Lt./Capt.)
- 1 set bars (Lt./Capt.)

Captain

- 6 White Shirts with patches (long or short sleeve)
- 3 Work Pants
- 1 Tie
- 1 Belt

5. An open purchase order will be established for each employee for purchase of the following items:

- black oxford shoe
- weinbrenner style #1253 black boot
- wellington style #1843 black boot
- light blue work shirt (long or short sleeve)
- dark blue work pants
- Capt's. white shirt (long or short sleeve)
- Capt's. work pants
- light weight jacket (dark blue)
- winter jacket w/liner (dark blue)
- light weight insulated vest (dark blue)
- heavy weight vest (dark blue)
- squad suit (dark blue)
- wool sweater (dark blue)
- badge tabs
- baseball cap with patch

- wool gloves
- helmet ratchet retrofit kit
- bunker pant cargo pockets
- basketweave leather belt
- breast badge
- wool cap

Other items of fire apparel or equipment may be purchased upon prior approval of the Fire Chief.

6. The uniform allowance may be used by an employee to purchase one (1) each of items listed in Section 1 above, provided that such items be maintained or replaced by the uniform allowance.
7. Each employee is expected to maintain a complete work uniform set in good condition to include the following:

- 3 light blue shirts (long or short sleeve) with patches
- 3 dark blue work pants
- 1 pair shoes
- 1 belt
- 2 breast badges

An employee may be directed to purchase work uniform items listed above to satisfy this requirement. Each January, the Department will inspect fire safety gear, dress uniforms and work uniforms. Dress uniform items will be replaced by the Department if worn or damaged. Lost or poor fitting dress uniform items will be altered or replaced through the uniform allowance.

8. Each employee will be required to furnish the Department a list of current sizes on a form provided by the Department.

## VISION CARE BENEFITS

Vision Care benefits cover services and materials that promote optimum visual health. Payment to participating Michigan providers and out-of-state providers for covered services is based on a Reasonable and Customary charge, as determined by Blue Cross Blue Shield of Michigan.

Vision examination and testing, lenses, frames, and contact lenses from non-participating Michigan providers are paid to the subscriber at 75% of the Reasonable charge, less applicable copayments.

The highlights of this Vision Care Program are:

### MEMBER COPAYMENTS

The member is required to pay the following for vision care services:

Service	Copayment
Vision Examination and Testing:	\$5.00
Frame and Lenses:	\$7.50
Contact Lenses: (Therapeutic only)	\$7.50

### EXAMINATION AND TESTING

One vision testing examination per member is payable every 24 months. However, if upon examination by an optometrist, a member is referred to an ophthalmologist concerning a vision problem and this subsequent examination occurs within 60 days, both examinations are covered as a Vision Care benefit. Only one examination copayment is required of the member. The examination includes:

- n Visual acuity tests
- n External examination of the eye
- n Medications for dilating pupils and desensitizing eyes
- n History, summary, and findings
- n Binocular measure
- n Ophthalmoscope
- n Patient history
- n Tonometry

Plan A80

These benefit descriptions are intended as an easy-to-read guide. This is not a contract. An official description of benefits is contained in applicable Blue Care Network/Blue Cross Blue Shield of Michigan certificates and riders.



## VISION CARE BENEFITS

### FRAME AND LENSES

One frame and one pair of lenses is payable every 24 months for each member. A prescription change is not required and the member may order new lenses or frame to be used with his or her current frame or lenses. This benefit includes:

Lenses	Frame
<ul style="list-style-type: none"> <li>n Standard size (less than 65 mm)</li> <li>n Glass or plastic lenses</li> <li>n Single vision lenses</li> <li>n Bifocal lenses</li> <li>n Trifocal lenses</li> <li>n Tints (<u>only</u> if medically necessary)</li> </ul>	<ul style="list-style-type: none"> <li>n Standard size (less than 65mm)</li> <li>n Choice of frame:                             <ul style="list-style-type: none"> <li>- metal</li> <li>- plastic</li> <li>- wire</li> </ul> </li> </ul>

### CONTACT LENSES

In lieu of frame and lenses, one pair of contact lenses is payable every 24 months for each member. If medically necessary to correct vision to 20/70 or better, or if certain other visual conditions exist, contact lenses are covered.

Up to \$35 is allowed for contact lenses purchased for cosmetic reasons.

This benefit includes a choice of:

- |                     |    |                      |
|---------------------|----|----------------------|
| n Daily-wear lenses | or | Extended-wear lenses |
| n Hard lenses       | or | Soft lenses          |
| n Single lenses     | or | Bifocal lenses       |


**AGREEMENT**  
**Between the**  
**Charter Township of West Bloomfield**  
**and the**  
**International Association of Firefighters, Local 1721**

**LETTER OF UNDERSTANDING**

This Letter of Understanding is entered by and between the Charter Township of West Bloomfield (hereinafter referred to as the "Township") and IAFF, Local 1721 (hereinafter referred to as the "Union") to memorialize the parties' agreement referenced below during the course of the parties' negotiations for the January 1, 2000 - December 31, 2002 collective bargaining agreement.

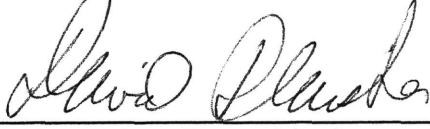
The Township and Union understand and agree that the overtime list shall remain unchanged. New hires shall be placed at the bottom of the list upon completion of probation.

**FOR THE UNION:**

  
\_\_\_\_\_  
Dan Dawe, Union President

Dated: 15 Dec 2000

**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
David Flaisher, Township Supervisor

Dated: Dec 14, 2000

**AGREEMENT**  
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**Charter Township of West Bloomfield**  
**and the**  
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The Township and Union understand and agree that after the completion of the pending Lieutenant/Captain promotional examinations, the Department will conduct such examinations on a fixed pre-announced date in February ~~and~~ March.

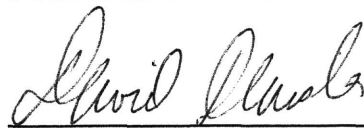
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**FOR THE UNION:**

  
\_\_\_\_\_  
Dan Dawe, Union President

Dated: 15 Dec 2000

**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
David Flaisher, Township Supervisor

Dated: Dec 14, 2000

**AGREEMENT**  
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The Township and Union understand and agree that the following agreement shall apply to sick leave:

"The Department may require an employee who has utilized sick time to bring in a statement from a licensed physician setting forth the reasons for the absence where there is a documented pattern of abuse."

**FOR THE UNION:**

  
\_\_\_\_\_  
Dan Dawe, Union President

Dated: 15 Jan 2000

**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
David Flaisher, Township Supervisor

Dated: Dec 14, 2000

**AGREEMENT**  
**Between the**  
**Charter Township of West Bloomfield**  
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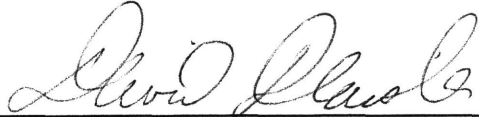
The Township and Union understand and agree that bargaining unit member Byron Burress, for purposes of vacation calculation, will be credited with service credit from October 18, 1989.

**FOR THE UNION:**

  
\_\_\_\_\_  
**Dan Dawe, Union President**

Dated: 15 Jan 2000

**FOR THE TOWNSHIP:**

  
\_\_\_\_\_  
**David Flaisher, Township Supervisor**

Dated: Dec 14, 2000

AGREEMENT

BETWEEN  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 1721  
and  
WEST BLOOMFIELD TOWNSHIP

Letter of Understanding

It is hereby agreed by and between the Charter Township of West Bloomfield (hereinafter referred to as the "Township") and IAFF, Local 1721, (hereinafter referred to as the "Union") that, in the event unit member Charles Haviland retires from Township employment before the new collective bargaining agreement between the Township and Union is ratified by both principal parties, the terms of the parties new contract (January 1, 2000 - December 31, 2002) will be retroactive and applicable to Charles Haviland as set forth in the parties Settlement Agreement.

FOR THE UNION:

  
\_\_\_\_\_  
Daniel Dawe, President

Dated: 10/23/00

FOR THE TOWNSHIP:

  
\_\_\_\_\_  
Jeddy Hood, Township

Dated: 10/26/00

## VISION CARE BENEFITS

### General Limitations and Exclusions

In addition to other limitations noted in this proposal, the following would be limited or excluded.

- n Charges for sunglasses (tints above Rose #2) above the charge for regular lenses.
- n Charges for photosensitive or anti-reflective lenses above the charge for regular lenses.
- n Charges for medical or surgical treatment.
- n Charges for drugs or medications not administered for the purpose of a vision examination and test.
- n Charges for procedures considered special or unusual, such as orthoptics, vision training, subnormal vision aids, aniseikonia lenses, and tonography.
- n Charges for services for any condition, disease, ailment, or injury related to or caused by the member's employment.
- n Charges for services provided or a frame or lenses ordered before the member's contract effective date, or after termination of coverage.
- n Charges for a frame or lenses delivered 60 days after termination of the member's contract.
- n Charges for services or material which may be obtained free of charge.
- n Charges for unnecessary or experimental services or materials, based on accepted ophthalmic practice.
- n Charges for materials not prescribed by a physician or optometrist.
- n Charges for services or materials to the extent for which benefits are payable under another health care program.
- n Charges for replacement of lost or broken lenses or frames, unless the member is otherwise eligible for optical services under the limitations of this program.
- n Charges for optional services or materials, such as oversize lenses, non-therapeutic tints, blended bifocals, designer frames, and optical coatings.
- n Charges for the completion of insurance forms.

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