

12/31/2002

6533

AGREEMENT

by and between

CHARTER TOWNSHIP OF LANSING, MICHIGAN

and

FIREFIGHTERS ASSOCIATION OF MICHIGAN

Effective JANUARY 1, 2000, through DECEMBER 31, 2002

Charter Township

TABLE OF CONTENTS

| | <u>PAGE</u> |
|--|-------------|
| AGREEMENT | 1 |
| ARTICLE I RECOGNITION OF THE UNION | 1 |
| ARTICLE II MANAGEMENT RIGHTS | 1 |
| ARTICLE III UNION SECURITY | 3 |
| ARTICLE IV UNION BARGAINING COMMITTEE | 6 |
| ARTICLE V LEAVES OF ABSENCE | 6 |
| ARTICLE VI HOLIDAYS | 7 |
| ARTICLE VII OTHER AGREEMENTS AND ORGANIZATIONS | 7 |
| ARTICLE VIII WAGES | 8 |
| ARTICLE IX MAINTENANCE OF CONDITIONS | 9 |
| ARTICLE X GENERAL | 9 |
| ARTICLE XI DURATION | 10 |
| ARTICLE XII INSURANCE | 10 |
| ARTICLE XIII SICK LEAVE | 12 |
| ARTICLE XIV FUNERAL LEAVE | 14 |
| ARTICLE XV FIRE MARSHAL | 14 |
| ARTICLE XVI GRIEVANCE AND ARBITRATION | 15 |
| ARTICLE XVII WORK WEEK | 16 |
| ARTICLE XVIII JURY DUTY AND WITNESS PAY SUPPLEMENT | 17 |
| ARTICLE XIX MISCELLANEOUS | 18 |
| ARTICLE XX SENIORITY | 19 |
| ARTICLE XXI LOSS OF SENIORITY | 20 |
| ARTICLE XXII LONGEVITY PAY | 20 |
| ARTICLE XXIII VACATIONS | 21 |
| ARTICLE XXIV UNION STEWARDS | 22 |
| ARTICLE XXV CLOTHING | 22 |
| ARTICLE XXVI NON-DISCRIMINATION | 23 |
| ARTICLE XXVII SPECIAL CONFERENCES | 23 |
| ARTICLE XXVIII WAIVER | 24 |
| ARTICLE XXIX RETIREMENT | 24 |
| ARTICLE XXX WORKER'S COMPENSATION | 25 |
| ARTICLE XXXI FIRE CHIEF | 25 |
| ARTICLE XXXII DAMAGED PROPERTY | 26 |
| ARTICLE XXXIII DISCIPLINE AND DISCHARGE | 26 |
| APPENDIX "A" | 27 |
| APPENDIX "B" DESCRIPTION OF INSURANCE PLANS | 28 |
| MEMORANDUM OF AGREEMENT | 29 |
| FIRE MARSHAL DUTIES | 29 |

AGREEMENT

Agreement between the **CHARTER TOWNSHIP OF LANSING, MICHIGAN**
and **FIREFIGHTERS ASSOCIATION OF MICHIGAN**.

This Agreement is entered into between the Charter Township of Lansing, Michigan, a Municipal corporation, hereinafter referred to as the "Township" and the Firefighters Association of Michigan hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to promote sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise hereunder, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours and conditions of employment.

ARTICLE I **RECOGNITION OF THE UNION**

1.1: Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947, as amended, the Township hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees covered by the bargaining unit.

1.2: The bargaining unit shall consist of all full-time firefighters regularly employed by the Township.

ARTICLE II **MANAGEMENT RIGHTS**

2.1: The Charter Township of Lansing, Michigan, 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 constitution of the State of Michigan and of the United States.

2.2: 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 Charter Township of Lansing, Michigan, 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 the services to be rendered, the control of materials, tools and equipment to be used, and the discontinuances of any services, material or methods of operation, subject to the specific terms of this Agreement;
- B. To introduce new equipment, methods machinery or process, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To purchase any or all work, processes or services, consistent with the terms of this Agreement;
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size;
- F. To hire, assign and lay off employees;
- G. To permit municipal employees not included in the bargaining unit to perform bargaining unit work when an emergency exists which places a demand on the Township necessary for the conduct of municipal services when bargaining unit personnel are not reasonably available;
- H. To direct the work force, assign work and determine the number of employees assigned to operations;
- I. To establish, change, combine and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification, subject to negotiations with the Union;
- J. To determine lunch, rest periods and cleanup time, the starting and quitting time and the number of hours to be worked;
- K. To establish work schedules not inconsistent with the terms of this agreement;
- L. To discipline, demote and discharge employees with seniority for just cause;

- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs, provided that no rule will be adopted without notice to the Union; and its enforcement may be subject to the grievance procedure;
- N. To transfer and promote employees from classification, department or shift to another subject to the specific terms of this Agreement;
- O. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work;

ARTICLE III
UNION SECURITY

3.1: The Employer will not discriminate against any employee because of membership in the Union.

3.2: Checkoff. The Employer agrees to deduct from the regular monthly pay of each Union member who has on file an executed check-off authorization form, the Union dues or service charge for the following month subject to all of the following subsections.

3.3: Checkoff Authorization.

- A. The Union shall obtain of its members a completed check-off authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof. The Union shall exclusively use the following check-off authorization form as herein provided for (see attached page)
- B. All check-off authorization forms shall be filed with the Township Clerk, who may return any incomplete, or incorrectly completed forms to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.
- C. The Employer shall check-off only obligations which come at the time of check-off and will make checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

- D. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's Treasurer, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

3.4: Agency Shop Provisions.

- A. During the term of this Agreement employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership or pay a service charge, the sum to be equivalent to the legally permissible proportionate cost of negotiations and administering the bargaining agreement.
- B. During the term of the Agreement, employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, on or before the 10th day after the 30th day following the beginning of their employment in the unit, shall be required as a condition of continued employment to become and remain members of the union or pay a service charge for representation, the sum to be equivalent to the legally permissible proportionate cost of negotiations and administering the bargaining agreement.
- C. An employee who shall tender a fully executed check-off authorization form for deduction of Union membership dues or the service charge shall be deemed to have met the conditions of this section. An employee who does not have a check-off authorization form in effect and is more than sixty (60) days in arrears in payment of the membership dues or the service charge for representation shall have the service charge amount deducted from his/her pay pursuant to *MCLA § 408.477; MSA § 17.277 (7)* at the request of the Union. In the event of any dispute between the employee and the Union regarding the appropriate amount of the service charge, the amount in dispute shall be held in escrow or such other course of action shall be taken as directed by the court.
- D. Employees of the bargaining unit that are represented by the Union shall be determined to be in compliance with this Union security clause if they are not more than sixty (60) days in arrears in payment of the Union dues or service charge.

ARTICLE IV
UNION BARGAINING COMMITTEE

4.1: The bargaining committee of the Union will include not more than three (3) employees of the Lansing Township Fire Department and may include not more than two (2) non-employee representatives. The Union will furnish the Supervisor with a written list of the Union's employee bargaining committee prior to the first bargaining meeting.

ARTICLE V
LEAVES OF ABSENCE

5.1: Forms. All leaves of absence for employees covered here-, by shall be initialed by the Fire Chief on a change of status notice form and approved by the Township Supervisor.

5.2: Military Leave. Military leave shall be accorded to employees according to law. A copy of the applicable law shall be provided at the employee's request.

5.3: Leaves of Absence. Annually each employee shall be granted paid personal leave in the following amounts:

Firefighter: Two (2) working days

Fire Marshal: Four (4) working days

Personal leave shall be granted pursuant to the following restrictions:

- A. Personal leave must be applied for and approved in advance by the Fire Chief.
- B. Personal leave shall not be granted unless sufficient employees are remaining on duty to adequately staff the Department in the judgment of the Fire Chief.
- C. Any unused personal leave time up to a maximum of 24 hours may be carried over to the following year, but the time carried over must be used that following year.

5.4: The Family and Medical Leave Act will be administered according to State and Federal guidelines.

ARTICLE VI
HOLIDAYS

6.1: Employees covered hereby are entitled to a holiday premium of One Hundred Twenty-Five Dollars (\$125.00) per each authorized holiday. The authorized holidays are:

| HOLIDAYS | |
|--|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday (January 15 th) | Thanksgiving Day |
| Good Friday | Day after Thanksgiving Day |
| Easter | Christmas Eve |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Eve Day |

6.2: An employee must work in full his/her last regularly scheduled shift immediately prior to and immediately after the holiday, unless on a paid leave day approved by the Employer.

ARTICLE VII
OTHER AGREEMENTS AND ORGANIZATIONS

7.1: Other Agreements. The Township shall not enter into any agreement with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

7.2: Other Organizations. Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organization

represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

7.3: One officer or other representative of the Union shall be afforded time during working hours without loss of pay to fulfill Union responsibilities including processing of grievances and the administration of this Agreement, but only to the extent such activities do not conflict with previously scheduled duties. Union business may be interrupted at any time by fire calls.

ARTICLE VIII
WAGES

8.1: The salary schedule attached hereto as Appendix "All shall be in effect for the term of this Agreement.

8.2: Any full-time firefighter who holds an associates degree in fire science shall receive an educational benefit of Three Hundred Dollars (\$300.00) per year. All course fees incurred for fire science courses applicable to a degree shall be reimbursed after successful completion of the course.

8.3: Full-time firefighters will receive, on a calendar year basis, the following license fees:

| LICENSE FEES | | | |
|---------------------|------------------|-----------------------|----------------------|
| Year | EMT Basic | EMT Specialist | EMT Paramedic |
| 2000 | \$275.00 | \$350.00 | \$433.00 |
| 2001 | \$275.00 | \$425.00 | \$591.00 |
| 2002 | \$275.00 | \$500.00 | \$750.00 |

The amounts referred to above will be paid on a pro-rated basis. Payment will only be made for the highest license obtained. Payment is made the second pay period in November and is not rolled into the base rate.

ARTICLE IX
MAINTENANCE OF CONDITIONS

9.1 The Township agrees to maintain all present conditions of employment that are specifically accorded the employee by prior agreement or memorandum of understanding, where said conditions relating to the vacations, wages, hours and conditions of employment are not in effect by rule, except where said conditions as referred to are modified by this Agreement and in such event, this Agreement shall control.

9.2: Relations to Regulations, etc. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any ordinance or resolution of the Township, appropriate Township amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

ARTICLE X

GENERAL

10.1: Separability. This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit; and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XI
DURATION

11.1: Duration. This Agreement shall be effective JANUARY 1, 2000, and shall remain in force and effect to and including DECEMBER 31, 2002.

11.2: Extension. In the event that negotiations extend beyond said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending Agreement upon a new contract, subject to termination by either party upon three (3) days written notice, except as provided in Section 3 hereof.

11.3: The Union recognizes that strikes or work stoppages are contrary to law and public policy. The Township Board and the Union subscribe to the principle that differences shall be resolved by appropriate peaceful means in keeping with the concept of public service, without interruption of fire protection at normally prevailing levels. Accordingly, the Union agrees that during the term of this Agreement or if this Agreement shall expire and there shall be no controlling Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Township Board by any firefighter or group of firefighters.

11.4: The Township agrees there will be no lockouts.

ARTICLE XII
INSURANCE

12.1: The Employer shall make full payment of monthly premiums toward health insurance coverage for the employee and his/her eligible family members through the plan described in Appendix B of this Agreement.

12.2: The Employer will make full payment of premiums to provide dental care insurance and vision care insurance for the employee and his/her eligible family members through the plan described in Appendix B.

12.3: The Employer may change insurance carriers; however, the Employer shall first notify the Union in writing that it wishes to change carriers, at least three (3) months prior to any anticipated change. Any such change shall not substantially affect the present level of such coverage.

12.4: The Employer may offer a Flex Benefits Plan affording employees the option of waiving health insurance, dental insurance or both for additional compensation equal to not less than one-half ($\frac{1}{2}$) of the amount of premium to which the employee would otherwise have been eligible for payment from the Employer for the health insurance and/or dental insurance coverage waived.

12.5: The Township shall obtain for each employee life insurance of Twenty-Five Thousand Dollars (\$25,000.00), the premium of which is to be paid in full by the Township. This insurance shall provide for double indemnity for accidental death, whether occurring on duty or off duty.

12.6: The Township shall pay the following percentage amounts of premium cost of providing health insurance coverage for retiree and spouse, provided the employee retires after reaching age 50 and after January 1, 2000.

Health insurance coverage shall be that as defined in Appendix B of the agreement as follows:

20 years of service = 75%

The Township shall contribute a dollar amount equal to 75% of the then-current insurance rate for 2-party coverage.

25 years of service = 100%

The Township shall contribute a dollar amount equal to 100% of the then-current insurance rate for 2-party coverage.

The surviving spouse of a deceased retiree may participate in the Employer's group health insurance provided the employee retired after January 1, 2000, and provided the spouse pays 100% of the single-person coverage to the Employer each month on or before the premium due date. This coverage shall only remain available so long as the Employer's group insurance carrier provides for such

participation. The Union agrees not to raise spousal coverage of a deceased retiree as a bargaining issue for no less than six (6) years from and after the commencement date of this Agreement.

At any time that the retiree and/or spouse is eligible for Medicare, the liability of the Employer shall be limited to providing the Medicare filler at the same premium percentage amounts that were provided prior to employee and/or spouse becoming eligible for Medicare. The Medicare filler shall be defined as the amount of coverage necessary to fill the difference between Medicare coverage and the level of coverage described in Appendix B of this agreement.

12.7: The Township agrees to maintain its present errors and omissions insurance policy, provided that coverage is available at a reasonable premium amount. If the Township determines to discontinue its errors and omissions insurance coverage due to the above conditions, it is agreed that the Union has the right to reopen negotiations on this issue.

12.8: The Employer shall provide a Long Term Disability Plan that provides sixty-six and two-thirds percent (66⅔%) of the first Seven Thousand Five Hundred Dollars (\$7,500.00) of monthly earnings with a maximum monthly benefit of Five Thousand Dollars (\$5,000.00). There is a one hundred eighty (180) day waiting period with a maximum payable benefit until age 65.

ARTICLE XIII **SICK LEAVE**

13.1: Employee may utilize sick leave for absence due to their illness, or the illness of one of their immediate family members residing in the same household which necessitates absence from work. A maximum of two days per year will be allowed for family member illness and a medical certificate confirming the illness must be provided if required by the Township.

13.2: Employees may accrue sick leave on the basis of one (1) sick leave day per month of service, but no less than three (3) sick leave days at the commencement of

employment and not to exceed fifteen (15) sick leave days for the first year of employment and a maximum of twelve (12) days per year thereafter.

13.3: Sick leave accruing at an employee's credit which is not used during the year in which it is earned may accumulate from year to year to a maximum of seventy-three (73) duty days for 24-hour personnel. The Fire Marshal may accumulate a maximum of one hundred ten (110) duty days. Effective beginning with the 1991 contract year, and each year thereafter, an employee shall be paid at the end of year twenty-five percent (25%) of his/her unused sick leave in excess of the maximum accumulation allowed.

13.4: Sick leave shall be granted on the basis of time actually used, in minimum increments of one (1) hour.

13.5: When an employee is not able to report to work due to illness or injury, he/she shall notify his/her station officer as soon as possible. A physician's certificate or other satisfactory evidence of illness and recovery may be required by the Chief before the member returns to duty, however, the above - referenced regulation shall not be deemed as barring the Chief from reviewing any case or granting such concessions as he/she deems fit.

13.6: Sick leave is any period during which a member is incapacitated by illness or injury.

13.7: Injury leave is any period during which a member is incapacitated by reason of injuries or illness arising in the course and as a result of his/her Department employment.

13.8: A firefighter may use his/her accumulated sick time and/or vacation time to supplement the difference between the Worker's Compensation check and his/her normal take-home pay for an on-the-job injury, after the expiration of his/her supplemental benefits provided for in Article XXX.

ARTICLE XIV
FUNERAL LEAVE

14.1: A member shall be granted time off **with** pay from notification of death until the work day after the funeral when a member of his/her immediate family dies.

14.2: Reasonable time off, with pay, will be granted when the funeral is out of town, but not to exceed three (3) days.

14.3: The immediate family shall mean: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparents, grandparents-in-law, grandchildren, or any other person living in the same household. In the discretion of the Chief, and/or Supervisor in the Chief's absence, other persons living in the household of the employee may be included.

ARTICLE XV
FIRE MARSHAL

15.1: Hours of Work. The Fire Marshal **will** normally work between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Fire Marshal will work emergency call outs when requested, and occasionally twenty-four (24) hour shifts and fill in due to absences caused by vacation, personal leave, etc.

15.2: Transportation. A car shall be furnished by the Employer for Fire Department use.

15.3: The Fire Marshal will be granted all other benefits and conditions to members of the bargaining unit.

15.4: The Township may combine the duties of Fire Marshal with those of the Fire Chief. When the duties of the Fire Marshal are performed by the Fire Chief, those duties shall not constitute bargaining unit work and the provisions of this Article shall not apply. However, when the duties of Fire Marshal are performed as a separate position, the duties shall be bargaining unit work and the provisions of this Article shall apply.

ARTICLE XVI
GRIEVANCE AND ARBITRATION

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

- Step 1. An aggrieved employee through the Union, or the Union in behalf of one or more employees or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the Department, or in the absence of the Chief to the Township Supervisor, within ten (10) calendar days after the occurrence or omission giving rise to the grievance. The Chief (or Township Supervisor) shall reply within ten (10) calendar days thereafter. No grievance will be considered or discussed which is presented later than ten (10) calendar days after knowledge or such has happened, with the exception of wage claims which shall be presented no later than thirty (30) calendar days.
- Step 2 If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the Public Safety Committee of which the Township Supervisor shall be deemed to be the Chairman for purposes of processing grievances. That appeal shall be filed within ten (10) calendar days following the reply of the Chief, (or Township Supervisor) or if no reply has been received from the Chief (or Township Supervisor) within ten (10) calendar days following submission of the grievance under Step 1, within the next ten (10) days. The Public Safety Committee Chairman shall reply in writing within ten (10) days thereafter.
- Step 3. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may within ten (10) calendar days request arbitration in writing. The other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) calendar days of the request for arbitration, the party requesting arbitration shall

promptly thereafter file the demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association. The expenses of the arbitrator, excepting the parties own expenses, shall be borne equally by the Union and the Township. Either party can have the proceedings recorded and a copy thereof will be provided to the Arbitrator as the official record.

- A. The authority of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement. The arbitrator shall have no authority to add to, subtract from, modify, alter, amend, or ignore any of the terms of this Agreement.
- B. The arbitrator shall have no power to decide questions concerning discharge or discipline of probationary employees.
- C. In case of improper discipline or discharge the arbitrator shall have the power to order back-pay when pay has been lost due to an improper discharge or discipline, taking into account compensation earned elsewhere during the period in question which would not have been earned otherwise and unemployment compensation benefits received.
- D. The award of the arbitrator shall be final and binding on the parties and affected employees subject only to review by the courts of the State of Michigan.

16.2: No grievance shall be initiated without the consent of the individual involved.

ARTICLE XVII WORK WEEK

17.1: The duty week for the Fire Fighting Division shall be an average of fifty-six (56) hours per week, three (3) platoon schedule. A duty day shall begin at 7:00 a.m. and end at 7:00 a.m. the following day. The Township shall have the option of changing starting time subject to negotiation.

17.2: Fifty-six (56) hour employees who, having reported to work, are required to remain on duty for a period in excess of twenty-four (24) consecutive hours shall be paid at the rate of time and one-half (1½) the regularly hourly rate of pay for the hours worked in excess of said twenty-four (24) consecutive hours with a one (1) hour minimum payment.

17.3: Employees who are called back to duty during scheduled off duty time shall be compensated for a minimum of two (2) hours at one and one-half (1½) times the regular hourly rate.

17.4: The Township agrees that during the term of this Agreement there shall not be less than four (4) full-time firefighters on duty twenty-four (24) hours a day on all days.

17.5: Any training or meeting that is deemed mandatory by the Fire Chief must be attended by all of the bargaining unit, whether on or off duty. This is to include recertification of certificates or licenses. All off-duty personnel attending will be compensated in accordance with the contract.

ARTICLE XVIII

JURY DUTY AND WITNESS PAY SUPPLEMENT

18.1: During the period when an employee is performing jury duty service the Township will pay him/her the difference, if any, between his/her fees for jury duty service and the pay he/she would have received had he/she worked his/her scheduled shifts during his/her period of jury duty, provided that the employee gives the Township Supervisor or the Fire Chief or their designee prompt notice of his/her call for jury duty service, and thereafter, provides evidence of his/her performance of jury duty service and of the payment he/she received for it.

18.2: The Township will pay an off-duty employee who is required, as a result of being served with a subpoena, to serve as a witness in conjunction with his/her Lansing Township duties, at the rate of time and one-half (1½) his/her regular hourly rate for all time so served, with a two-hour minimum, minus any monies received from the Court for such witness service.

ARTICLE XIX
MISCELLANEOUS

19.1: Address and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the payroll, shall keep the Township currently advised of his/her correct mailing address and his/her telephone number.

- A. In the case of an employee on the Township's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the clerk's office or fire headquarters and returns such form there, duly completed.
- B. In the case of an employee off the Township's active payroll (such as layoff, leave of absence, vacation, etc.) notice of the change of address or the telephone number shall be deemed given only if the employee follows the procedure above or gives notice by registered mail or receipted mail addressed to "Township Clerk Lansing Township Hall, Lansing, Michigan."
- C. The Township shall be entitled to rely on the last address and telephone number furnished to it by an employee.

19.2: Bulletin Boards. The Township shall provide bulletin board space of not less than six (6) square feet at each of the Township's fire stations for the posting of notices and communications regarding union business and for reasonable use by the members of the bargaining unit. The Township reserves the right to prohibit and remove any such communications which are illegal, inflammatory and/or disruptive of the normal operation of the fire station as permitted by law.

19.3: Effect of Invalidity of Provisions in this Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect. In the event any provision of this contract shall be determined to be illegal as provided in this section, negotiations with respect to the provision may commence within thirty (30) days from the determination.

19.4: All new fire vehicles purchased after January 1, 1997, by the Township of Lansing will be equipped with air conditioning.

ARTICLE XX
SENIORITY

20.1: New employees hired in the Department shall be probationary employees for the first year of their employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and his/her seniority shall be continuous from his/her date of hire.

20.2: The Union shall represent all employee's of the Fire Department, including probationary employees, except in cases of discipline, discharge or lay-off. Probationary employees and the Union shall not be entitled to the grievance procedure for discharge, discipline, or lay-off.

20.3: Seniority shall be on a Department-wide basis in accordance with employees last date of hire in the Lansing Township Fire Department or date of last transfer to the Lansing Township Fire Department.

20.4: Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

20.5: The seniority list of the date of this Agreement will show the names and dates of all employees of this unit entitled to seniority.

20.6: The Employer will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies of the list in December and June of each year.

20.7: Once the overtime board has been exhausted and there are no full-time personnel available to work, the Fire Chief may declare a staffing emergency and, after notifying a member of the Union's Executive Board, the Fire Chief has the authority to call back the lowest seniority firefighter to work the designated hours. Part-time personnel may cover the shift in the event full-time firefighters are unavailable or refuse the call-back.

If that person is not available then he/she will continue up the seniority list to fill the opening. The responding person will then be charged the hours worked on the overtime board. All wages will be paid at existing call-back and overtime wages.

20.8: All employees shall have and maintain an EMT Basic State License as a condition of continued employment. Any EMT Specialist or Paramedic License secured prior to or during the course of employment must be maintained as a condition of continued employment.

ARTICLE XXI
LOSS OF SENIORITY

- 21.1: An employee shall lose his/her seniority for the following reasons only:
- A. He/she quits.
 - B. He/she is discharged.
 - C. He/she is absent for one (1) working day without notifying the Employer without reasonable excuse. After such absence, the Employer will send written notification to the employee at his/her last known address that his/her employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
 - D. If he/she transfers to another job in the Township outside of the Fire Department.
 - E. If he/she is laid off and is not recalled within twenty-four (24) months from the date of layoff.
 - 1. Layoff and Recall by Seniority. Low seniority first for layoff and high seniority first for recall - with twenty-four (24) months limit for recall without loss in seniority.
 - F. If he/she has not worked, for reasons other than lay-off, for a period of eighteen (18) months or more.

ARTICLE XXII
LONGEVITY PAY

22.1: In addition to the salary set forth in Appendix "A", employees shall receive longevity pay as follows:

| LONGEVITY PAY | |
|---------------------------|------------------------|
| Years of Service | Percentage of Base Pay |
| After 5 Years of Service | Two Percent (2%) |
| After 10 Years of Service | Four Percent (4%) |
| After 15 Years of Service | Six Percent (6%) |
| After 20 Years of Service | Eight Percent (8%) |
| After 25 Years of Service | Ten Percent (10%) |

- A. Employees shall become eligible to earn their first longevity step upon completion of five (5) years of service.
- B. Employees who become eligible to receive longevity pay shall receive such longevity increment on the first pay period next following the anniversary date on which the said employee became eligible and on the first pay period next following the anniversary date of such year thereafter.
- C. Longevity shall be subject to payment upon a maximum of Twenty Thousand Dollars (\$20,000.00).

ARTICLE XXIII
VACATIONS

23.1: Personnel covered hereby are entitled to vacation credits as follows:

| VACATIONS | |
|-----------------------------------|------------------------------------|
| Years of Service Completed | Credited Duty Days / Hours |
| One (1) Year | Three (3) Duty Days or 72 Hours |
| Two (2) Years | Six (6) Duty Days or 144 Hours |
| Eight (8) Years | Nine (9) Duty Days or 216 Hours |
| Twelve (12) Years | Twelve (12) Duty Days or 288 Hours |

23.2: Vacations may start on any weekday subject to prior scheduling in accordance with the rules and regulations of the department.

23.3: Vacations may be taken in time increments of no less than four (4) hours subject to prior approval of the Fire Chief or Township Supervisor.

23.4: Any employee shall have the option to carry over up to a maximum of seventy-two (72) hours of vacation from anniversary date to anniversary date or at the end of the employee's anniversary year sell back up to a maximum of seventy-two (72) hours of vacation time back to the Township at the employee's straight time hourly rate.

ARTICLE XXIV
UNION STEWARDS

24.1: Employees covered hereby will be represented by Stewards. There shall be one (1) Steward on each shift. In the absence of a Steward, the Union's President or Vice President may appoint alternate Stewards by notifying the Fire Chief in writing.

ARTICLE XXV
CLOTHING

25.1: The Employer agrees to furnish the original issue of work clothes and further agrees to replace original issue as needed. Original issue to include:

| ORIGINAL ISSUE OF WORK CLOTHES | |
|---------------------------------------|---------------------------|
| Four (4) | Work Shirts |
| Four (4) | Work Pants |
| One (1) | Black Leather Belt |
| One (1) | Pair of Shoes [as needed] |

25.2: The Township shall provide winter jackets.

25.3: The Township shall provide one (1) turnout coat per quarter until all full-time firefighters are provided with a new turnout coat meeting Federal standards.

25.4: The Township shall provide one (1) pair of bunker pants to each employee.

25.5: The Township shall provide a washer/dryer and appropriate detergents at each station or a laundry service or other suitable means for the cleaning of clothing worn by the firefighter while on duty and soiled by bodily fluids, blood, saliva, and/or regurgitated or excretory matter of those persons attended to by the firefighter in the line of duty.

25.6: The Employer shall pay the sum of Three Hundred Dollars (\$300.00) to each employee per year for a cleaning allowance payable in the first pay period of June of each

year. Effective January 1, 2002, the cleaning allowance will be Three Hundred Fifty Dollars (\$350.00) to each employee per year.

25.7: The Township will provide four (4) work T-shirts per year as needed. Employee may request the purchase of sweatshirts in lieu of their yearly T-shirt allotment with the Fire Chief's approval of the logo. The cost of the sweatshirts shall not exceed the price of the four T-shirts.

If the employee wishes to purchase additional quantities of either, they will be required to reimburse the Township for any additional costs.

25.8: The Township shall provide each full-time firefighter with a personal *Scott Airmask*.

ARTICLE XXVI **NON-DISCRIMINATION**

26.1: No person employed by the Fire Department nor applicants for Fire Department employment shall be discriminated against because of sex, race, creed, color or national origin.

26.2: Membership in the Union shall be open to every employee in the bargaining unit covered by this Agreement on a non-discriminatory basis.

ARTICLE XXVII **SPECIAL CONFERENCES**

27.1: Special conferences for important matters will be arranged between the Local Union President and the Township Supervisor, or his/her designated representative, upon request of either party. Such meeting shall be between one (1) or more representatives of the Township and one (1) or more representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda, unless both parties agree to include other items. The members of the Union attending such a conference shall receive their regular pay if then on duty. Such conferences may be attended by representatives of the State and/or International Union.

ARTICLE XXVIII
WAIVER

28.1: Parties hereto agree that during the negotiations pursuant to which this Agreement was reached, each party had a full and adequate opportunity to discuss and negotiate all matters which are or may have been subject to negotiation. To the extent that any such matters are not included herein the parties hereby waive the right to reopen negotiations.

28.2: In the event that either party wishes to reopen the contract with respect to any provision which does not expressly provide for reopening the contract during the term of this contract or for any additional provisions which a party may wish to have added to the contract, such renegotiations shall occur in accordance with the following procedure:

- A. Written notice of request to reopen must be served on the Chief Executive Officer, of either the Union or the Township.
- B. The notice shall state specifically matters to be discussed during supplementary negotiations and no expansion into other areas shall be permitted. Reopened negotiations shall only be commenced upon mutual agreement of the parties within ten (10) days after receipt of notice of request to reopen.
- C. In the event that the contract is reopened for partial negotiations or renegotiation, any agreement must be reached within thirty (30) days and if no agreement can be reached within thirty (30) days then no further negotiations shall take place except upon mutual consent of the parties.

ARTICLE XXIX
RETIREMENT

29.1: The Township shall provide retirement contributions from the effective date of this Agreement of fifteen percent (15%) of base salary up to a maximum base salary of Thirty Thousand Dollars (\$30,000.00), provided that any employee whose base salary exceeds Thirty Thousand Dollars (\$30,000.00) shall continue to have the retirement contribution made on his/her behalf by the Township based upon a base salary of Thirty Thousand Dollars (\$30,000.00). Effective January 1, 1995, the maximum base amount shall be raised to Thirty-Two Thousand Dollars (\$32,500.00).

29.2: Upon death or retirement, the Township agrees to pay for fifty percent (50%) minus three (3) duty days, of the maximum accumulated sick leave. This payment shall be at the employee's current rate of pay. Example: (50% of 48 duty days = 24 minus 3 = 21 duty days pay out.)

29.3: As of January 1, 1997, the Township pension plan will continue to require that all employees have the same coverage, including caps and benefits.

29.4: The Union shall have the right to have one (1) union member appointed to the Township Pension Board.

29.5: Any employee hired by the Township after January 1, 2000, will be subject to a vesting schedule as follows:

| | |
|----------------------------------|------|
| After one (1) year of service | -0- |
| After two (2) years of service | -0- |
| After three (3) years of service | 50% |
| After four (4) years of service | 100% |

ARTICLE XXX
WORKER'S COMPENSATION

30.1: An employee injured in the performance of his/her duties for the Charter Township shall be entitled to a supplement of the difference between weekly take home pay and Worker's Compensation if he/she is disabled and unable to perform his/her work assignment and is placed upon Worker's Compensation. Supplement shall be limited to one hundred eighty (180) days or six (6) months from the date of injury. Coverage shall always equal 100% of the take home pay for on-the-job injuries for the first year.

within a window of 12 months, if window could ever be applied
in a 12 month period
we will supplement
no more than 6 months

ARTICLE XXXI
FIRE CHIEF

31.1: In the absence of an appointed Fire Chief, all references to "Fire Chief" or "Chief" in the contract by and between the Township and the Union shall be read to mean the Supervisor of the Township or such person with authority to act in his/her stead in his/her absence.

31.2: Should a member of the bargaining unit be promoted by the Township to the position of Fire Chief and later resigns or is discontinued by the Township from the position of Fire

Chief, that bargaining unit member shall be able to return to the bargaining unit ranks according to his/her seniority rights previously acquired prior to the promotion of Fire Chief.

ARTICLE XXXII
DAMAGED PROPERTY

32.1: In the event a firefighter damages his/her watch, glasses or contact lenses in the line of duty, he/she shall be entitled to repair or replacement of the glasses or contact lenses not to exceed a cost of One Hundred Twenty-Five Dollars (\$125.00) per pair and reimbursement to a maximum of Fifty Dollars (\$50.00) for damages to a watch.

ARTICLE XXXIII
DISCIPLINE AND DISCHARGE

33.1: Discipline is primarily the responsibility of the Fire Chief or his/her designee. All disciplinary action(s) against employees with seniority shall be for just cause. Discipline shall be positive, developmental and progressive in nature except for serious violations.

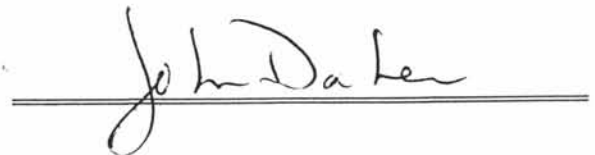
FIREFIGHTERS ASSOCIATION OF MICHIGAN:





Dated: 1/7/08

CHARTER TOWNSHIP OF LANSING:





Dated: Jan 7, 2000

APPENDIX "A"

| WAGES | | | |
|--|---------------------------------------|---------------------------------------|---------------------------------------|
| Years of Service | Effective: 01/01/2000 [†] | Effective: 01/01/2001 [†] | Effective: 01/01/2002 [†] |
| 0 - 1 Year | \$29,245.42 | \$30,122.78 | \$31,026.46 |
| 1 - 2 Years | \$34,495.78 | \$35,530.65 | \$36,596.57 |
| 2 - 3 Years | \$35,220.09 | \$36,276.69 | \$37,364.99 |
| 3 - 4 Years | \$35,859.93 | \$36,935.73 | \$38,043.80 |
| Engineer | \$37,500.27 | \$38,625.28 | \$39,784.04 |
| Lieutenant | \$38,978.53 | \$40,147.88 | \$41,352.32 |
| Captain | \$39,826.16 | \$41,020.94 | \$42,251.57 |
| Fire Marshall | \$40,155.67 | \$41,360.34 | \$42,601.15 |
| Deputy Chief | \$41,118.30 | \$42,351.85 | \$43,622.40 |
| [†] Rates are effective the first full payroll period after the indicated date. | | | |

APPENDIX "B"

DESCRIPTION OF INSURANCE PLANS

A. Physicians Health Plan Plus

Effective January 1, 2000, the health insurance plan will be modified to the PHP, Option 3, which provides for the following co-payments:

\$10.00 - Office Visit

\$15.00 - Urgent Care

\$25.00 - Emergency Room

\$10.00 - Drug

Employer will pay seventy-five percent (75%) of the cost of syringes and test strips for diabetics.

Vision. Employer will pay fifty percent (50%) of the cost of lenses or contact lenses up to a maximum of One Hundred Twenty-Five Dollars (\$125.00) every two (2) years. In addition, the Employer will pay up to Forty Dollars (\$40.00) of the cost for frames every two (2) years.

Bills to be submitted to Clerk's office for payment.

B. United Health & Life Dental Insurance

Employer will pay twenty-five percent (25%) of reasonable and customary fees for crowns and inlays to make up for the difference in United Health & Life Insurance Coverage (50%) and present coverage (75%).

MEMORANDUM OF AGREEMENT

RE: FIRE MARSHAL DUTIES

It is hereby agreed by and between the CHARTER TOWNSHIP OF LANSING ("Township") and the FIREFIGHTERS ASSOCIATION OF MICHIGAN ("Union") as follows:

The Township shall have the option to combine the duties of the Fire Marshal with those of the Fire Chief. When the Fire Marshal duties are performed by the Fire Chief those duties shall be duties of the Fire Chief outside of the bargaining unit and shall not be governed by the terms of the Master Agreement. If the Township determines that the duties of the Fire Marshall are to be performed as a separate position, the Fire Marshal position shall be a bargaining unit position governed by the terms of the Master Agreement.

This agreement between the Township and the Union is entered into this 7th day of Jan., 2000, by and between the undersigned parties whose authorized agents have affixed their signature as follows:

FIREFIGHTERS ASSOCIATION OF
MICHIGAN:

Thomas C. [Signature]

Dated: 1-12-00

CHARTER TOWNSHIP OF
LANSING:

John Daker
Susan L. [Signature]

Dated: Jan 7, 2000

MEMORANDUM OF AGREEMENT

RE: HEALTH CARE



It is hereby agreed by and between the CHARTER TOWNSHIP OF LANSING ("Township") and the FIREFIGHTERS ASSOCIATION OF MICHIGAN ("Union") LOCAL NUMBER FIVE (5) as follows:

On February 15, 2000 the Lansing Township Board of Trustees approved the following language to be incorporated in the Agreement by and between CHARTER TOWNSHIP OF LANSING and FIREFIGHTERS ASSOCIATION OF MICHIGAN LOCAL NUMBER FIVE (5):

Moved by Treasurer Rodgers, supported by Trustee Jakovac, that the Board continue to apply insurance provisions of collective bargaining agreements as they have been applied in past practice with respect to "then current rate" language, Article 12, Section 6, Firefighter's Agreement.

Therefore, the Township agrees to continue to pay medical premium increases in the same proportion as their initial premium.

**FIREFIGHTERS ASSOCIATION OF
MICHIGAN LOCAL FIVE:**

**CHARTER TOWNSHIP OF
LANSING:**




Dated: _____

Dated: June 9, 2000