

6/30/2004

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**AGREEMENT BETWEEN
TOWNSHIP OF LEONI AND
LEONI TOWNSHIP**

**ASSOCIATION LOCAL 1766 OF
THE INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS, AFL-CIO**

Leoni, Michigan

JULY 1, 2000 – JUNE 30, 2004

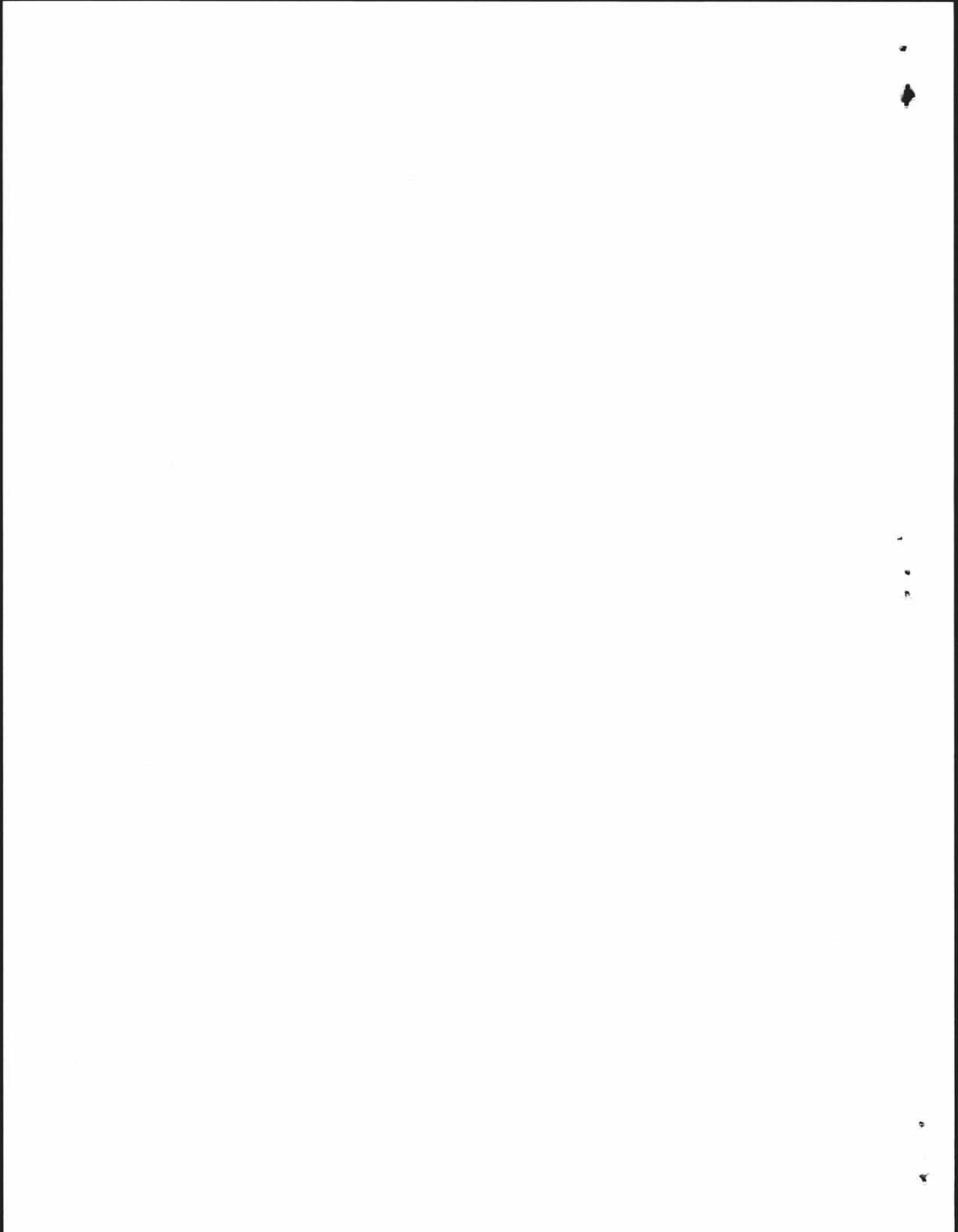
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RELATIONS THROUGH
LABOR AND INDUSTRY
AND THE STATE UNIVERSITY

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AGREEMENT

This Agreement, Made and Entered Into This First Day of July, 2000, by and between the TOWNSHIP OF LEONI, Jackson County, Michigan, hereafter referred to as the "Township" and Local 1766 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, MICHIGAN STATE FIREFIGHTERS, AMERICAN FEDERATION OF LABOR CONGRESS OF INDUSTRIAL ORGANIZATION, CANADIAN LABOR COUNCIL, hereafter referred to as the "UNION".

ARTICLE I

MANAGEMENT RIGHTS

SECTION 1. The Township retain the inherent and so0sole rights to manage the Fire Department and any right to manage heretofore established and practiced which is not inconsistent with this Agreement, is reserved to Management Among the right of Management, but not as an exclusive list thereof, are the right to decide the number departments and their location, the number of personal, the machines and other equipment to be used in such departments, to establish and change work schedules, to maintain order and efficiency in the department and its operation, to hire, layoff, assign work to employees, reassign, transfer promote and denote employees, suspend, disciplined discharge employees for cause, determine the starting and quitting shifts and the number of hours to be worked to assign overtime, to introduce new and improved methods and facilities or change existing methods, or facilities, such rights however, to be subject to and not inconsistent with the terms and provisions of the Agreement, according to State and Federal Laws.

ARTICLE II

RECOGNITION, AGENCY, SHOP & DUES

SECTION 1. The Township recognizes the Union as the exclusive bargaining agent for all employees of the Leoni Township Fire Department, but excluding the Chief.

SECTION 2 Membership in the Union is not compulsory, Employees have the right to join or not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards to such matters.

SECTION 3. Membership in the Union is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Union for benefits he or she received from representation. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally without regards as to whether or not an employee is a member of the Union. The terms of this Agreement have been equally for all employees in the Bargaining Unit and not solely for the benefit of the members of the Union. Accordingly, it is agreed that it is fair that such employee in the Bargaining Unit pay equally for benefits received and each assume their fair share of the obligation to support the Union commensurate with the grant of equal benefits contained in this Agreement.

SECTION 4. The Township agrees that as a condition of continued employment all present and future employees within the Bargaining Unit all either become and remain members in good standing in the union or shall pay to the Union an amount of money equal to that paid by the employees who are members of the Union, limited, solely to the amount of money equal to the Union's regular usual dues, but shall not include any special increases or other requirements of the Union and for special support from its members in excess of regular dues.

(a) Present employees not members of the Union on the effective date of this Agreement shall, on or before the 181st day following the effective date of this Agreement, or the signing date of the Agreement, whichever is later, shall become a member in good standing or tender such fees as is set forth in Section 4 above. New employees hired after the effective date of this Agreement shall on the 181st day of employment, become a member of the Union or tender an amount equal to dues as set forth in Section 4 above.

(b) The Union shall accept such initiation fees and periodic due and if requested shall accept into membership each employee who becomes eligible to become a member of the Collective Bargaining Unit who tenders to the Union the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

SECTION 5. The Union agrees to furnish the Township with checkoff authorization conforming to law.

SECTION 6. The Union shall submit to the Township a statement of the amounts due to the Union by each employee for Union dues. The Township shall then deduct the amount due from each employee's pay and transmit the total deduction to the Financial Secretary of the Union, provided however, the Union shall have submitted to the Township an authorization card signed by the employee from whose said deductions are to be made.

SECTION 7. The Township will use its best efforts to the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to properly refund such monies as soon as practical.

SECTION 8. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Township pursuant to this Section and agrees to indemnify and save the Township harmless by virtue of such collections and payments to the Union.

ARTICLE III

GRIEVANCE

SECTION 1. A Grievance is hereby defined to be any dispute or controversy between the parties of this Agreement, or between the Township and any employee covered by this Agreement, with respect to matters arising out of circumstance and conditions subsequent to the date of this agreement.

SECTION 2. The time element in the steps can be shortened or extended by mutual agreement.

SECTION 3. Any employee grievance or Union grievance not presented for disposition through the grievance procedure in fifteen (15) calendar days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim or in the case of continuing circumstance which constitutes the subject matter of such grievance, the grievance shall not here after be considered a grievance under this Agreement.

SECTION 4. If called in, the committeeman will make a careful investigation of the grievance before it is reduced to the formality of a written complaint in order to ascertain that the grievance complaint is justified under the terms of this Agreement and that there is reasonable grounds to believe that the claim is true in fact. The grievance complaint shall set forth all the facts necessary to understanding of the issues involved, and it shall be free from charges of language not germane to the real issue or conducive to subsequent calm deliberation.

SECTION 5. It is the intent and desire of the Township and Union that the investigation and discussion of grievances be conducted in manner to minimize lost time. The committeeman or president shall not leave their work to investigate grievances or conduct Union business without receiving the prior approval of the Chief and/or his representatives. Such approval will not be arbitrarily withheld, and shall be granted when requested, except when the immediate absence of the committeeman or president would interfere seriously with their job.

SECTION 6. The Grievance Procedure shall be as follows:

Step 1. Any employee having a grievance will take this matter up within twelve (12) calendar days of its occurrence with the Chief.

Step 2. If the grievance is not settled at the first step, it shall thereupon be reduced to writing on forms to be provided for that purpose by the Township, properly dated and signed by the employee and/or his committeeman. The Chief shall note on the grievance his disposition thereof, the written grievance so filed cannot be expanded or enlarged. The Chief's answer shall be made within five (5) calendar days. If no answer is forthcoming the grievance will be treated as denied and can automatically be moved to the next step. After receipt of the answer, if the Union fails to move the grievance to the next step within seven (7) days, the grievance will be considered dropped.

Step 3. If the grievance is not settled in the preceding step, the written grievance shall be presented to the Township Supervisor. The grievant has a right to be represented by the Bargaining Committee or its designee. The meeting with the Township Supervisor shall be held within ten (10) calendar days after submission of the grievance. After the hearing, the Supervisor shall have seven (7) calendar days to submit his answer. The Supervisor's last answer shall be considered final unless mediation is requested within ten (10) calendar days.

Step 4. In the event mediation is involved, the parties shall meet at the call of the mediator in an endeavor to resolve the dispute. If the grievance is not resolved at the meeting, it will be considered dropped and the Supervisor's last answer shall be considered final unless arbitration is requested within fifteen (15) calendar days after that meeting.

Step 5. Arbitration: Any unresolved grievance which is related to the interpretation, application or enforcement of a provision of the Agreement, or any written Supplementary Agreement, and which has been fully processed through the last step of the Grievance Procedure may be submitted to arbitration by either party in strict accordance with the following:

(a) The arbitrator shall have no power to establish a new rate or to change existing wage rate structure, or establish new jobs or change the existing job context or to establish work standards.

(b) Within thirty (30) days after notice of intention to arbitrate is given to the other party, the Township and the Union shall attempt to agree upon an arbitrator within ten (10) days and if this cannot be done, the American Arbitration Association shall be requested to provide an arbitrator

(c) The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and he shall be without power and authority to make any decision; (1) contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of the Agreement.

(d) The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the Grievance Procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the party against which the grievance is brought.

(e) The decision of the arbitrator in a case may not require a retroactive wage adjustment in another case.

(f) The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the Township.

(g) In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such cases, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

(h) The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employee other than the aggrieved and his union representative shall not apply to their participation in arbitration cases.

SECTION 7. The Union is entitled to a grievance committee of three (3) men and may call in representatives at any stage of the Grievance Procedure.

SECTION 8. Up to two (2) Union officials shall be allowed reasonable time off, with pay, during work hours for union business, including conventions providing the two officials are not on the same shift.

ARTICLE IV

NON-DISCRIMINATION

SECTION 1. The Township and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to the fair employment practices as well as the moral principles involved in the area of Civil Rights and in accordance therewith, there shall be no discrimination against any person or persons, in violation of applicable laws.

ARTICLE V

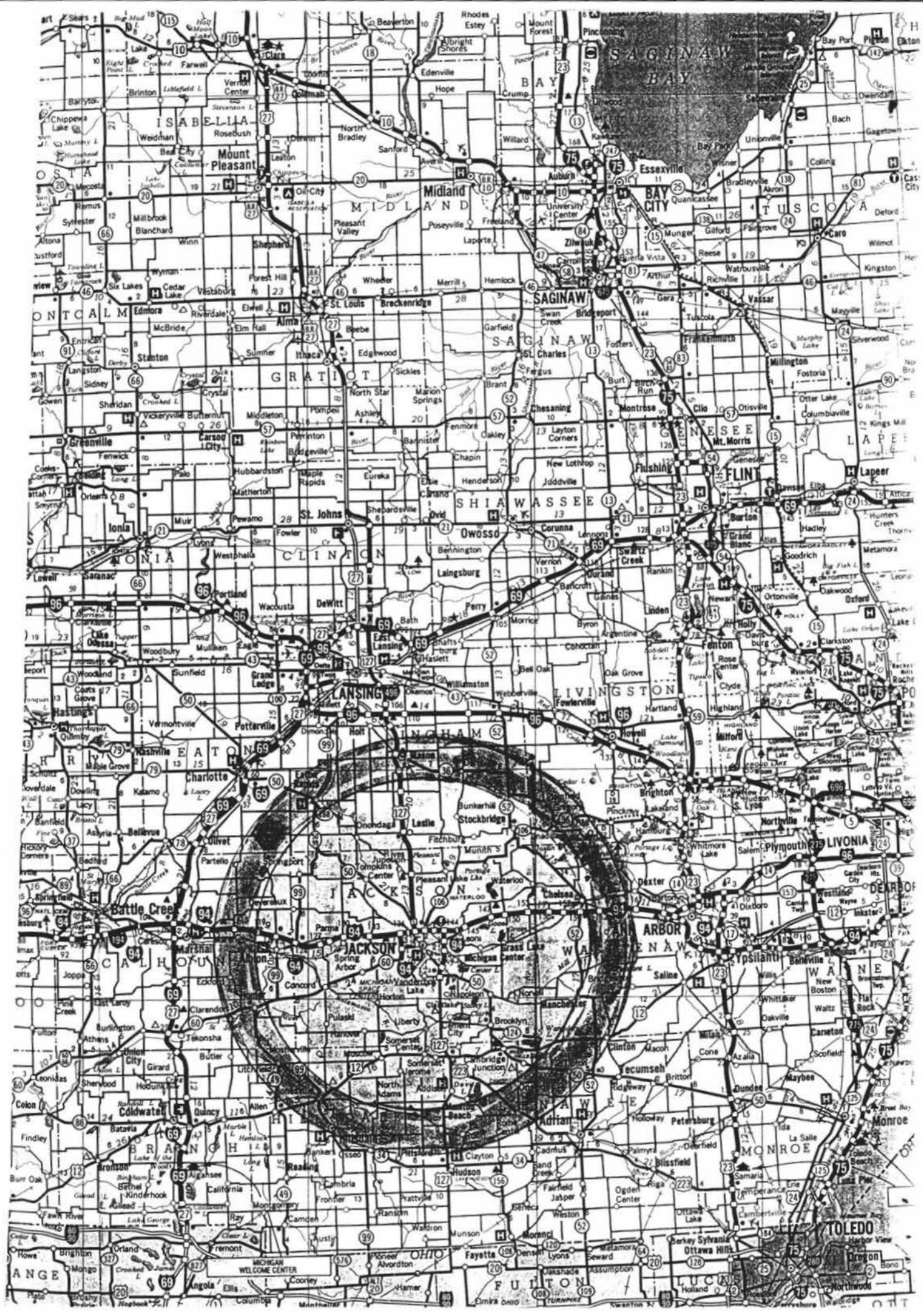
INTERFERENCE WITH WORK

SECTION 1. The Union agrees to refrain from any interference with work that would violate the Public Employment Relations Act. The Township will not lockout any employee during the term of this Agreement.

ARTICLE VI

RESIDENCE

SECTION 1. It is agreed by both parties that all employees covered under this Agreement shall reside twenty (20) miles radius of the City of Jackson, per attached map.



ARTICLE VII

LAYOFF AND RECALL

SECTION 1. In the event it becomes necessary to layoff employees, they will be laid off in accordance with seniority, starting with the employees with the least seniority. New employees shall not be hired until all laid off employees have been recalled, and the return to work shall follow the seniority list in reverse order. However, an employee will be removed from the seniority list and not subject to recall two (2) years after the employee's layoff date.

SECTION 2. Recall shall be by certified letter, returned receipt requested. The president of the Union shall be notified of all recalls. If an employee does not report for work fifteen (15) calendar days after notice of such recall, his name shall be removed from the seniority list.

SECTION 3. It is the responsibility of the laid off employee to notify the Township and the Union of any change of address and if failure to receive notice occurs for this reason, the employee will be treated as if he has quit.

SECTION 4. All laid off employees will be required to pass a physical examination after six (6) months layoff.

ARTICLE VIII

LEAVE OF ABSENCE

SECTION 1. All reasons for leaves of absence shall be in writing stating the reason for request and the approximate length of leave requested and a copy shall be sent to the Union. An employee with an on or off-the-job injury or sickness will, upon request, have one (1) year leave of absence after using up all of his benefits providing the employee is working no other jobs during the leave of absence.

SECTION 2. A twenty-four (24) hour firefighter shall receive a twenty-four (24) hour funeral leave time to be taken on or before the day of the funeral. The funeral leave includes the immediate family defined as husband, wife, father, mother, children, step-children, grandparents, sisters, brothers, mother-in law, father-in-law, and foster parents of the firefighter or firefighter's spouse, also guardians, brothers-in-law, sisters-in-law, or other persons living in the firefighter's household.

ARTICLE IX

GENERAL

SECTION 1. It is understood and agreed that any authority the Township had prior to the signing of this Agreement, is retained by the Township, except those special abridged, delegated, or granted therein.

SECTION 2. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

SECTION 3. If any article or section of the Agreement or any supplemental 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 should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 4. The Union shall furnish the Township with a list of Union Officers, Bargaining Committeemen, and such other Union representatives, including their term of office and who are authorized to act for the Union negotiations. When any changes occur in the list of authorized representatives, the Township shall be notified within a reasonable period of time.

SECTION 5. Maintenance of Conditions. Working conditions in effect at the time of execution of this Agreement shall remain in effect and no employee shall suffer a reduction in benefits as a consequence of the execution of the Agreement.

SECTION 6. Correspondence. Township Officials including the Fire Chief, shall answer in writing, any correspondence from the Union and its representatives within fifteen (15) calendar days from the date that the correspondence was received. The Union or its representatives shall answer, in writing, any correspondence from Township Officials or the Chief within fifteen (15) calendar days, from the date such correspondence is received.

ARTICLE X

MISCELLANEOUS

SECTION 1. Volunteer firefighters not covered by terms of this Agreement may temporarily perform work covered by this Agreement for purposes of instruction training, fill in, or in case of emergency.

SECTION 2. No captains will be on a Union Bargaining Committee for so long as there is no Fire Chief of the department.

SECTION 3. The Union shall retain its bulletin boards in each station. Such boards shall be provided by the Township and identified with the name of the Union and for Union use only, and the Union will designate persons responsible therefore.

SECTION 4. The Township shall furnish to the Union office space in one of the engines house at no cost to the Union.

SECTION 5. Discipline-Discharge. When the Township feels disciplinary action is warranted, such action must be initiated within five (5) Township working days from the date of the occurrence of the condition giving rise to the action. Written notification of disciplinary action shall be sent to the employee and the Union. The employee shall have the right to Union representation at any time.

SECTION 6. Any State or Federal Union Representative, outside of Local 1766 will check in the Township Office prior to visiting any operating Fire Station.

ARTICLE XI

JURY DUTY AND COURT TIME

SECTION 1. An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. such leave will not be deducted from sick leave or vacation time. Time spent in court under subpoena while off duty, as a result of Township employment, shall be reimbursed at the rate of overtime.

ARTICLE XII

SENIORITY

SECTION 1. New employees shall complete a probationary period of one (1) year before they may accumulate seniority and the Union agrees that probationary employees have no seniority rights. Termination of probationary employees is not subject to the grievance procedure of arbitration.

SECTION 2. The Township shall furnish the Union with an up-to-date copy of seniority list every six (6) months.

SECTION 3. Seniority shall begin at the end of the employee's probationary period but shall be retroactive back to the date of hire and shall be broken only by voluntary quit, discharge, which is not reversed by the Grievance Procedure, or for the reasons set below:

- (a) The employee is absent for three (3) consecutive work days without notifying the Township or Fire dispatcher.
- (b) He falsifies reasons for the leave of absence, or missing shifts.
- (c) Retirement.
- (d) The employee is laid off for two (2) years.

SENIORITY LIST - LEONI FIREFIGHTERS

SHERMAN BERKEYPILE (CAPTAIN)	06-21-79
MARK DEMOSIUK	09-30-87
KEITH BUSHOUSE	11-17-88
GREG JONES (CAPTAIN)	06-24-89
JOHN HARTESTY (CAPTAIN)	11-24-89
WILLIAM WARBLow	04-19-92
CHRIS HUTTENLOCKER	05-06-96
ROSS EMERSON	05-10-96
STEVEN MILLER	11-06-96
SCOTT COTA	06-30-97
TONY EDGING	07-10-97
TOM COFFEY	02-28-99

ARTICLE XIII

PROMOTIONS

SECTION 1. Promotion will be made within the bargaining unit and shall be made on the basis of seniority and qualifications as defined in the next section of this article. Job vacancies will be posted for a period of fifteen (15) calendar days in a conspicuous place in each station.

SECTION 2. The following is a list of qualifications for promotions within the bargaining unit.

- (a) A written exam.
- (b) Seniority.
- (c) An oral interview with the Township Board or its

representative.

SECTION 3. A member of the bargaining unit accepting a promotion to the position of Chief shall have his seniority frozen, for purposes of this Agreement, at the time of said promotion. If the employee again returns to the bargaining unit, he shall only be credited with the seniority he had standing to his credit at time of his promotion.

ARTICLE XIV

SICK DAYS

SECTION 1. Each Member of the bargaining unit shall be entitled to the following sick days.

(a) An employee shall be entitled to ten (10) sick days per year to accrue proportionately for each month of employment.

(b) An employee may accumulate sick days from year to year. All accumulated sick leave up to maximum of fifth (50) days shall be placed in a current sick leave bank.

(c) On each employee's anniversary date, the Township shall buy back all accumulated sick days in the employee's current sick leave bank in excess of fifth (50) days, at the employee's current daily rate.

(d) An employee terminating his employment by reason of attained retirement age, or by reason of medical or disability retirement or death, shall receive full credit or compensation for the accumulated sick days in his current and reserve sick leave bank, at the employee's current daily rate. In all other cases of termination, the employee shall receive credit or compensation for one half ($\frac{1}{2}$) of the accumulated sick days in his current or reserve sick bank, at the employee's current daily rate.

(e) Any employee entitled to receive credit or compensation for accumulated sick leave days shall have the option of terminating his employment with pay by as many days early as he has accumulated sick leave.

(f) Employees taking sick time shall, upon request, be required to produce a doctor's statement verifying illness, as the cause of time off.

ARTICLE XV

HOLIDAYS AND PAY

SECTION 1. all members of the bargaining unit shall receive holiday pay for the following days during the calendar year:

MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, NEW YEARS DAY, THE DAY BEFORE CHRISTMAS, THE DAY BEFORE NEW YEARS, EASTER, VETERANS DAY, AND WASHINGTON'S BIRTHDAY.

SECTION 2. Employees shall be paid, as provided, for the eleven (11) holidays above, providing they meet the following eligibility rule:

(a) The employee must have worked the last regularly scheduled work day before and after the holiday, except when, either before or after, the employee is on vacation, leave of absence, excused absence, lay-off, regular days off, or in the event of trade time.

SECTION 3. Employee shall be paid for each of the eleven (11) holidays whether worked or not at the rate of fifty dollars (\$50.00) per holiday. Employees working any of the eleven (11) holidays shall be paid an extra fifth dollars (\$50.00) for each holiday worked.

ARTICLE XVI
VACATION AND PAY

SECTION 1. The vacation time off shall be as follows:

- (a) Employees working the twenty-four (24) hour day shifts.
- | | |
|----------------------|--------------|
| 6 months to 1 year | 4 work days |
| 2 years to 6 years | 6 work days |
| 7 years to 12 years | 9 work days |
| 13 years to 18 years | 12 work days |
| 18 years and after | 15 work days |

SECTION 2. The Chief shall schedule vacation leave according to seniority of employees, with at least a five (5) day notification.

SECTION 3. An employee who is discharged for cause shall forfeit his vacation pay. An employee who quits or is laid-off shall receive his accumulated vacation pay.

SECTION 4. An employee must take his or her vacation within one year after its accrual or it is forfeited. An employee must work a full calendar year or accrue an annual anniversary before being able to take vacation time. A job related injury shall not cause a forfeiture of vacation time.

ARTICLE XVII
INSURANCE, CLOTHING ALLOWANCE
FOOD ALLOWANCE AND EDUCATION EXPENSE

SECTION 1. The Township agrees to provide medical insurance for employees and their dependents, Blue Cross/Blue Shield 6920, 0665, 0300 Plan, with major medical and prescription.

SECTION 2. In addition the Township shall provide for the employees and their families Blue Cross/Blue Shield Dental Plan CR-25-50-50, MBL-\$1,000.00.

SECTION 3. All firefighters and their families shall be provided with optical insurance, Blue Cross/Blue Shield "Optical HSI Vision Rider" and the Medical Emergency Rider.

SECTION 4. (a) Upon an employee retiring after July 1, 1994, the Township will provide Blue Cross/Blue Shield (BC/BS) medical insurance per Group Plan 456686-900 for the employee and the spouse of the employee providing the employee has been employed full-time in the Leoni Township Fire Department, for at least twenty (20) years and is at least fifty-five (55) years of age.

(b) Upon an employee retiring after July 1, 1997, the Township will also provide the employee and the employee's spouse with BC/BS Dental Plan CR-25-50-50, MBL-\$1,000.00 and BC/BS Optical HSI Vision Rider.

(c) The cost of the insurance shall be paid 70% by the Township and 30% by the employee.

SECTION 5. The Township shall provide for each employee a life insurance policy insuring the employee's life in the amount of Twenty-Five Thousand (\$25,000.00) dollars. This insurance shall provide for double indemnity for accidental death, whether occurring on-duty or off-duty. The Township shall also provide life insurance in the amount of Two Thousand (\$2,000.00) dollars on the spouse, and One Thousand (\$1,000.00) dollars on each child. The carrier of such policy shall be selected by the Township.

(a) The above benefits in SECTION 1-4 shall continue for one (1) year, from the date of an injury for an employee with a work-related injury if the injury prevents the employee from working for the employer.

(b) If an employee is unable to work because of an off-the-job injury or sickness, the above benefits shall continue for six (6) months after the employee has used up all of his accumulated sick days.

SECTION 6. An employee injured on the job and receiving workman's compensation shall receive supplemental pay from the Township for twelve (12) weeks from the time the workman's compensation payments begin. In no event shall the combined payments be more than the employee's normal regular weekly salary.

SECTION 7. Each full-time employee shall receive an annual clothing allowance in the amount of Four Hundred (\$400.00) dollars payable as follows: Fifty (\$50.00) dollars on the first day of June and Fifty (\$50.00) dollars on the first day of December. Three Hundred (\$300.00) dollars of uniforms per year. This allowance will be paid to the supplier. With the year running July 1 - June 30.

SECTION 8. Each full-time employee shall receive an annual food allowance in the amount of Six Hundred (\$600.00) dollars, payable as follows: Three Hundred (\$300.00) dollars on the first day of June & Three Hundred (\$300.00) dollars on the first day of December.

SECTION 9. (a) The Township shall annually appropriate and set aside the sum of Five Hundred (\$500.00) dollars to provide for firefighter education of the department. Said sum shall be expended in such amount and at such times as determined by the Township for fire fighting instruction, classes, and field activities as the Township considers properly conducted and sponsored programs.

(b) The aforementioned appropriation of money in section a above shall be separate and distinct from compensation received by members of the bargaining unit for education courses or schools attended.

(c) Where the employee has successfully completed a certified fire fighting program (or job related courses) shall be eligible for additional compensation providing the employee has prior board approval to attend the educational programs. The reimbursement shall be for the tuition cost for college credit hours providing to employee maintains a "C" average.

(d) All other one (1) or two (2) day schooling, that is job related shall be compensated in the amount of Ten (\$10.00) dollars per school day. Compensation to be paid the first day of July each year.

SECTION 10. The Township shall provide for each employee an insurance policy for weekly disability pay in the amount of 50% of weekly base salary with a maximum of One Hundred and Fifty (\$150.00) dollars, for sickness and accident off the job. To take effect after all sick time has been used up.

ARTICLE XVIII

PERSONAL DAYS

SECTION 1. All employees shall receive one (1) personal day per year. Personal days may be accumulated from year to year or taken at will of the employee. If an employee wishes to take a personal day, th employee shall notify the Department within twenty-four (24) hours prior to the scheduled work day or shift to take four (4) hours or more. The employee shall notify the Department at least one (1) hour prior to an emergency leave, with a minimum of twelve (12) hours off.

ARTICLE XIX

FIRE RUNS

SECTION 1. Two firefighters must accompany each fire vehicle to the site of a fire. It is left up to the Township to determine how it will staff or otherwise make arrangements for having a minimum of two (2) firefighters accompany each fire vehicle to the site of the fire.

ARTICLE XX

WAGES AND HOURS

SECTION 1. The pay period shall be every other Wednesday.

SECTION 2. The work week will be according to Public Act #125.

SECTION 3. Commencing as of July 1, 2000, the rates shall be as follows, which shall be known as the base salary.

	<u>7/1</u> <u>2000</u>	<u>7/1</u> <u>2001</u>	<u>7/1</u> <u>2002</u>	<u>7/1</u> <u>2003</u>
Start	\$29,812.41	\$31,004.91	\$32,245.11	\$33,212.46
1 yr.	\$32,671.06	\$33,978.15	\$35,337.28	\$36,397.40
2 yrs.	\$33,219.32	\$34,548.09	\$35,930.01	\$37,007.91
3 yrs.	\$33,533.23	\$34,874.56	\$36,269.54	\$37,357.63
4 yrs.	\$33,967.55	\$35,326.25	\$36,739.30	\$37,841.48
7 yrs.	\$35,044.11	\$36,445.87	\$37,903.70	\$39,040.81

CAPTAIN: A captain shall be paid at the firefighter's rate designated above plus an additional \$2,000.00 per annum.

ACTING CAPTAIN: A firefighter taking the place of a captain will receive an additional \$10.00 per day providing no captain is on duty.

SECTION 4. Employees who are called back during scheduled time off shall be paid at time and one-half (1½) their hourly rate determined by dividing their base pay by 2,912 hours.

SECTION 5. The Township shall pay time and one-half (1½) for all hours worked over fifty-four (54) hours, including sick or vacation fill-in time, and call back time on alarms.

ARTICLE XXI

PHYSICAL FITNESS

SECTION 1. Employees are expected to be physical fit to perform their duties. The Township may adopt a reasonable physical fitness training program in order to permit employees to attain reasonable levels of physical fitness. Such a program will include in-service training for a reasonable length of time before employees are expected to attain a reasonable attainable level of fitness.

ARTICLE XXII

PHYSICAL

SECTION 1. Effecting one (1) year after any physical fitness program is adopted by the Employer as described above, "the employer reserves the right to require employees to take sick leave, who are not physically fit, to perform their duties in a satisfactory manner. Such action shall only be taken if physical examination at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's finding, then the employee at his own expense may obtain a physical examination from a medical doctor (MD or DO) of his choice. Should there be a conflict in findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the employee shall give the employee a physical examination. The fees charged by the third doctor shall be shared by the Employer and the employee and his finding shall be binding on the employee, Employer and Union."

ARTICLE XXIII

WAIVER

SECTION 1. The parties acknowledge that during the negotiations which resulted in the Agreement, each had no 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 understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement,

each voluntarily and unqualified waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects, or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that neither party has relinquished any rights or given any position or affected its right to interpret the collective bargaining agreement, by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

ARTICLE XXIII

DURATION AND SCOPE

SECTION 1. This agreement shall become effective on July 1, 2000 and shall remain in full force and effect until June 30, 2004. It shall automatically be renewed from year to year thereafter, unless either party shall give the other party written notice of desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing by registered mail, at least ninety (90) days prior to expiration of contract.

TOWNSHIP OF LEONI

BY: Donald J. Phelan
SUPERVISOR

BY: Joan Spicer
CLERK

BY: Norma Jean Herman
TREASURER

LEONI TOWNSHIP ASSOCIATION LOCAL 1766
OF THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS AFT-CIO

BY: Mark H. Demasini
PRESIDENT

BY: William C. Walker
SECRETARY-TREASURER

BY: Christopher J. Wuthrich
VICE-PRESIDENT

DATED: 6-28 -, 2000

LETTER OF UNDERSTANDING
BETWEEN THE TOWNSHIP OF LEONI, JACKSON COUNTY, MICHIGAN
AND LEONI TOWNSHIP ASSOCIATION LOCAL NO. 1766 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

The employer, Leoni Township, agree to use its best efforts possible to maintain four (4) firefighters on duty at all times. As long as the Township maintain this position in good faith, the Union agrees that it will not demand enforcement of a current labor contract provision which requires that any fire truck leaving a station for the scene of a fire is required to be manned by two (2) firefighters upon leaving the station.

It is the intent of the Employer and the Union that this letter of understanding is not to be incorporated into a labor contract and is not to be used to establish or as a precedent for any future contract provisions.

This letter of understanding is to remain in effect through June 30, 2004.

Dated: 6-28-2000

TOWNSHIP OF LEONI

By: Mark H. Demorel

By: Joan Spier

Its: President

Its: Clerk

Dated: 6-28-2000

LEONI TOWNSHIP ASSOCIATION
LOCAL NO. 1766 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

By: Christopher Hattback

By: David L. Peterson

Its: V.P.

Its: Supervisor