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12/31/96

AGREEMENT

BETWEEN

**THE CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN**

A MUNICIPAL CORPORATION

AND

LOCAL #1737

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

**HARRISON TOWNSHIP
FIREFIGHTER'S ASSOCIATION**

**JANUARY 1, 1995 -
DECEMBER 31, 1996**

Harrison Township

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AGREEMENT

This Agreement entered into as of February 27, 1996 by and between the Charter Township of Harrison, Macomb County, Michigan, a Municipal Corporation, hereinafter referred to as the "TOWNSHIP", and Local #1737 of the International Association of Firefighters, also known as the Harrison Township Firefighters Association, hereinafter referred to as "ASSOCIATION" or "EMPLOYEES".

PURPOSE AND INTENT

It is recognized by both parties that the best interests of the Charter Township of Harrison Fire Department are of paramount concern and that any labor disputes between the bargaining unit and the Township will be resolved in an orderly manner without interruption of public services, as provided under the provisions of this Agreement.

The parties recognize that the interests of the community and the job security of the members of the bargaining unit depend upon the Township's success in establishing a proper service to the community.

RECOGNITION

Section 1. The Township recognizes the Association as the sole and exclusive collective bargaining representative for all its employees of the Fire Department of the Township, with the exception of the Chief Officer, and part-paid firefighters. Covered employee(s) are sometimes referred to herein as "Employee(s)" or "firefighter(s)".

(a) The Township shall not enter into any agreements with its Employees covered by this bargaining unit, individually or collectively, or any other organization which, in any way, conflict with the provisions hereof, as set forth in Act #379 of the Public Acts of 1965, as amended.

(b) For those Employees who become members of the bargaining unit and who properly execute payroll deduction authorization cards, the provision of which must conform to the legal requirements imposed by the State and Federal Law, the Township agrees to deduct from their second paycheck of the month, the regular monthly Association dues and service charge, as authorized, and forward the same to the Association Treasurer by the 20th day of each month.

(c) Employees who are not members of the Association, as a condition of employment, commencing on the 31st day of their employment with the Township, and continuing during the term of this Agreement, while employed as a member of the bargaining unit and so long as they remain non-members of the Association, shall pay to the Association each month a service charge equal to regular Association monthly dues and any special assessments for applied uniformly to other members, in the amount certified to the Township by the Treasurer of the Association.

Section 2. Dues. Dues shall be established from time to time by the Association. A copy of dues schedule will be forwarded to the Township Payroll Department thirty (30) days prior to implementation by the Association Treasurer.

Section 3. Employees shall be deemed to be in compliance with Section 1(c) above, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues, assessments or service charges.

Section 4. Employees who fail to remain in compliance with Section 1(c) above shall be terminated within thirty (30) days following receipt of notice from the Association to the Employer when a member of the bargaining unit is in violation of this Article.

Section 5. Save Harmless. In the event the Employer, acting on the written request of the Association, discharges or attempts to discharge an Employee for violation of this Article, the Association shall indemnify and defend the Township or take over the entire defense thereof, against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature, that shall arise out of action taken by the Township for the purpose of complying with the provisions of this Agreement.

ARTICLE 1. ASSOCIATION ACTIVITIES

Section 1. Purpose of the Association. Employees and their Association Representative shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Section 2. Officers and Representatives of the Association, not to exceed four (4) in number, shall be afforded reasonable time off during regular working hours without loss of pay to fulfill their Association responsibilities, including but not limited to: Negotiations with the Township, investigation and processing of grievances, and administration and enforcement of this Agreement. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted. Members of the Association's negotiating committee, if otherwise scheduled to work during negotiation sessions, will be required to furnish work replacements without expense to the Township, unless man power levels permit negotiators to be released from duty.

Section 3. Association Meetings. The Association 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. Transferring of Employees from

one station to another will be allowed to carry on such meetings, subject to manpower requirements.

Section 4. Access to Fire Department. Representatives of the Association may enter the Fire Department premises for any proper bargaining unit business, provided they have secured prior permission of the Employer or his designee. The Employer or his designee shall grant permission to the Association Representatives to visit the Employees for the above limited purpose at a mutually agreeable time and place.

Section 5. Bulletin Boards. The Association shall be provided suitable bulletin board space, including space for at least one (1) bulletin board at each station, for the posting of Association notices or other materials.

Section 6. Executive Board. It is agreed that two members of the Association's Executive Board may be released from duty to attend the bi-annual IAFF International Conference and two (2) member to attend the bi-annual MSFFU State Conference and the MSFFU quarterly district meetings.

With the approval of the Chief of the Department, members may be released from duty to attend conferences and workshops sponsored by the International Association of Firefighters that are of mutual benefit to the parties.

In no case shall a member be released from duty for more than two (2) successive work days for attendance to any union function. Approvals will not be arbitrarily withheld and all reasonable requests shall be approved.

ARTICLE 2. NON-DISCRIMINATION - GENDER

Section 1. The Charter Township of Harrison, either in hiring, promoting, disciplining, assigning to jobs, or in reference to any other term or condition of employment, agrees not to discriminate against any Employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law, membership in or activity on behalf of the Association or participating in the grievance procedure. The Association agrees to admit any persons to its membership and to represent all Employees without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law.

Section 2. Reference in this Agreement to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 3. WAIVER

(a) It is the intent of the parties hereto that the provisions of this Agreement, and a supplemental letter between the Township and the Union, of even date, which supersede all prior agreements and understandings between such parties shall govern their relationship and shall be the source of any rights or claims which may be asserted.

(b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered, only by mutual agreement in writing hereafter signed by officers of the parties hereto. The parties acknowledge that during 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 Employer and the bargaining unit, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 4. SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any provisions herein contained is so rendered invalid, upon written request by either party hereto, the Township and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 5. EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to Employees covered by this Agreement or any agreement or contract with said Employees, individually or collectively, which in any way affects wages, hours, or working conditions of said Employees or any individual Employee, or which in any way may be considered a proper subject for collective bargaining.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 1. Definitions. A grievance shall mean a complaint, by an Employee or group of Employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Section 2. Procedure. Grievances shall be presented and adjusted according to the following procedure:

VERBAL PROCEDURE. An Employee and/or the Union Representative shall discuss his grievance with the Fire Chief in an effort to resolve the problem.

STEP ONE: In the event the matter is not resolved informally, a written grievance may be filed by the Association and/or the Employee with the Fire Chief within ten (10) working days following the occurrence which is the basis of the grievance.

(a) Within ten (10) working days after receipt of the written grievance, the Fire Chief shall communicate his decision, in writing, together with supporting reasons, to the aggrieved Employee and to the Association President, or his designated representative.

STEP TWO: Within ten (10) working days after receiving a reply, if the Employee or the Union still feels aggrieved, appeal by the Employee or the Union may be taken to the Township Controller and Township Supervisor. The appeal must be in writing and filed within that period. A meeting between the Union President or the Steward and/or the Employee and the Township Controller and Township

Supervisor, will be arranged by the Township Supervisor or Controller to discuss the grievance within ten (10) working days from the date the grievance is received by the Controller and Supervisor. Within ten (10) working days after that meeting, either party may request a second meeting in this Step Two, with the attendance of a State Mediator, on a date established by him. Within ten (10) working days after the date of the last of said meetings, if the grievance is not settled, the Controller or Supervisor shall communicate their decision, together with the supporting reasons, to the aggrieved party and to the Union.

STEP THREE: If the Township and the Association shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation or misapplication of specific articles or sections of this Agreement, the grievance may be appealed to arbitration within thirty (30) calendar days after the decision or reply of the Township. Such appeal shall be in writing, and shall be delivered to the Township Controller, and Supervisor, within the said thirty (30) calendar day period, and if not so delivered, the grievance shall be deemed abandoned, except in an emergency which is beyond the control of either party. If the parties are unable to agree upon an arbitrator, he shall be appointed under the procedures and rules of the American Arbitration Association.

The arbitrator so selected will confer with the parties and hold hearings promptly, and will issue his decision not later than thirty (30) calendar days from

the date of the close of the hearing. The Arbitrator's decision shall be in writing, and will set forth his findings of fact, reason and conclusion on the issues submitted. The Arbitrator's findings shall be final, and unappealable and binding on all parties to the dispute. The Arbitrator shall have sole responsibility of determining whether or not the dispute is "arbitrable". It is the specific intent of the parties that each of the parties waives any further right of appeal from the finding or award of the Arbitrator. The parties shall have the right to mutually agree in writing to set aside and/or modify the award of the Arbitrator at any time. It is the understanding that the parties may not set aside and/or modify the Arbitrator's award unilaterally.

The cost of arbitration shall be shared equally between the Township and the Association. Each party shall be responsible for compensating its own representatives and witnesses.

Section 3. General Provisions.

1. The primary purpose of this Procedure is to secure, at the lowest level possible, solutions to any grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
2. The number of days indicated at each level of the Grievance Procedure shall be considered as maximum and every effort should be made to expedite the Grievance Procedure; however, time limits may be extended by mutual agreement of the Township Supervisor and the President of the Association in writing. In the

event either party fails to answer or respond, the grievance shall be considered decided in favor of the opposite party.

3. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties.

4. In the course of investigation of any grievance, representatives of the Association will report to the immediate Supervisor of the building being visited and state the purpose of the visit, immediately upon arrival.

5. No grievance shall be considered unless it is presented to and discussed with the Fire Chief or in case of grievances involving economic issues or discharge, presented to the Township Supervisor and Controller, within ten (10) working days following the occurrence which is the basis of the grievance.

6. It shall be the continued practice of the Township to assure to every Employee an opportunity to have the unobstructed use of this Grievance Procedure without fear of reprisal or without prejudice in any manner to his professional status.

7. The Association, recognizing the importance of the Employee's occupation, expects its members to conduct themselves, in all aspects of their employment, in an ethical and proper manner; and will, upon receipt of notice from the Township or its representatives, that any Employee has abused any privilege granted in this Agreement, exert all reasonable efforts to rectify any abuse.

8. A grievance may be withdrawn at any level of the Grievance Procedure without prejudice.

9. All grievances involving either economic issues or discharge shall be initiated and processed starting at Step Two of the Grievance Procedure. Grievances will be received at Step 1 and immediately forwarded to Step 2 by presentation of the grievance to the Township Supervisor and Controller by a Union representative.

10. For the provisions of this Article, a working day shall be defined as a calendar day, excluding Saturdays, Sundays, Holidays and other days when the Township offices are not open to conduct business.

11. All claims for back salary under the Grievance Procedure shall be limited to the salary or compensation the Employee otherwise would have earned from the Township, and shall be reduced by any compensation he shall have earned from any gainful employment during hours he otherwise would have worked for the Township or unemployment compensation benefits he may have received during the period of back pay. The Employee shall be required to certify receipt of such amounts to the Employer in writing as a condition to receiving any back pay award. An arbitrator may add statutory interest to a back pay award.

12. In the event of the absence from work of a Township or Association officer, he shall select a designee to act for him in the Grievance Procedure. The designee of the Fire Chief will be the Township Controller or his Management Designee.

ARTICLE 7. SAFETY CLAUSE

Section 1. A Safety Committee shall be composed of an Association Representative and a Township Representative, who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the Township has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No Employee shall be penalized for reporting unsafe conditions.

Section 2. The Township shall consider the personal safety of the Employees in establishing operational procedures.

ARTICLE 8. DISCHARGE AND DISCIPLINE

Section 1. The right to discharge, suspend or discipline Employees shall remain at the sole discretion of the Employer as set forth in Act #78 of the Public Acts of 1935, as amended. Discharge, discipline or suspension must be by proper written notice to the Employee.

Section 2. The discharged or suspended or disciplined Employee will be allowed to discuss his discharge, suspension or discipline with his Association Representative and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer, or his designated representative, will discuss the discharge, suspension or discipline with the Employee and the steward.

Section 3. The Employee will be required to acknowledge receipt of verbal counseling and/or written warnings and reprimands or forfeit his right to the Grievance Procedure, except that an Employee may request the presence of his Association Representative prior to signing. It shall clearly indicate that the Employee's signature does not mean that he agrees to the charges or penalties.

Section 4. Should the discharged, suspended or disciplined Employee consider the discharge, suspension or discipline to be improper, an appeal may be filed under the provisions set forth in Act #78, or a grievance may be presented in writing, through the Association to the Employer. In the event an Employee elects to file an appeal under the

provisions set forth in Act #78, he shall forfeit his right to future grievance proceedings under the provisions of this Agreement, and vice versa.

Section 5. No economic loss due to disciplinary action taken by the Employer shall occur until such time as the appeal as set forth under Act #78, or grievance has been withdrawn, settled, or finally decided, except in cases where there is a formally charged felony, or it is reasonable to believe that harm to the Department's reputation or the safety of the Department's members could result from the continued participation of an individual in Department activities. If no appeal or grievance has been filed, any economic loss shall occur no sooner than the first pay day following a ten (10) day period after receipt of written notice of the discipline.

Section 6. 1. The Township retains the right to establish and enforce uniform and reasonable rules of conduct for Employees, and prescribe penalties for violation thereof. The Township, at least ten (10) days prior to the publication and enforcement of any such rules, agrees to submit a copy of same to the Association President. Upon request, representatives of the Township will meet with representatives of the Association within the ten (10) day period to hear the Association's comments and/or suggestions concerning same. The grievance procedure shall be available to the Association to challenge the validity or reasonableness of any such rules and penalties therefor, and their application.

2. The Employee is determined to have resigned his position when he does not report to work three (3) consecutive regularly scheduled work days without notifying the Chief of the Department and it is physically possible for him to report.

ARTICLE 9. RESIDENCY/CALL-BACK

Section 1. The establishment of residency in Harrison Township is not a condition of employment.

Section 2. Call-Back

A. Non residents will be eligible for emergency call-back only if they can reliably respond within fifteen (15) minutes of the call-back message. At the discretion of the Fire Chief, or his designee, employees unable to respond within fifteen (15) minutes may be called back for incidents of long duration (structure fires, haz-mat incidents, natural disasters, etc.)

B. The Township may utilize part-time, certified employees not in the bargaining unit eligible to perform bargaining unit work, providing that reasonable efforts to use eligible members of the bargaining unit have been exhausted. When available, full time personnel eligible for call back, will be used.

C. Eligibility for call-back for non-township residents shall be within the sole discretion of a Board consisting of the Chief and a designate of the Union. Their decision is non-grievable under Article 6 (Grievance Procedures).

D. No punitive action, coercion, or reprisal shall occur to any employee due to non residency of said employee.

ARTICLE 10. SEPARATION AND VOLUNTARY TERMINATION

Section 1. All Employees will notify the Employer, in writing, at least two (2) weeks prior to voluntarily terminating employment with the Township. Failure to provide two (2) weeks written notice may result in loss of accumulated benefits, unless otherwise agreed to between the parties.

Section 2. Employees shall have the responsibility of turning in all Township property and equipment at termination of employment. The Employee shall be charged for all items not returned. The Fire Chief shall maintain a list of such property and equipment issued by the Township to the Employee in each Employee's file.

ARTICLE 11. MANAGEMENT RIGHTS

Except as specifically and expressly limited by this Agreement, the Employer shall have the customary and regular authorities and functions of management, the right to manage and direct the operations of its Fire Department and its firefighting Employees. The Township shall be the sole determinant of the types and levels of services to be rendered to its citizens. The Township 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. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically modified, limited or relinquished herein are resolved to and remain vested in the Township. The exercise of such management rights shall in no case be arbitrary, capricious, or discriminatory.

ARTICLE 12. LAYOFF AND RECALL

Section 1. As provided for in Act #78, Public Acts of 1935, as amended, layoff of Employees shall be by seniority and the following order shall be followed, provided that the Employees who remain are capable of performing the work available:

- (a) Probationary Employees.
- (b) Remaining seniority Employees shall then be laid off in the order of their seniority, starting with the lowest seniority Employee affected.

In the event of a layoff, the Employer will notify the affected employees as soon as possible. Employees will be given the opportunity in cases of layoff to individually pay premiums for all insurance coverages carried by the Employer, if permitted by the insurance carriers.

Section 2. A laid off seniority Employee, if recalled to a job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 3. The order of recalling of laid off Employees shall be in the inverse order in which the Employees are laid off and shall be subject to the same conditions of layoff.

Notices of recall shall be sent by certified or registered mail, or telegram to the Employee's last known address as shown on the Employer's records, and it shall be the obligation of the Employee to provide the Employer with a current address and telephone number. A recalled Employee shall notify the Employer, within three (3) consecutive days

after receipt of recall, of his intent to return to work and will return to work within seven (7) consecutive calendar days after notifying the Employer of the same, or his employment shall be terminated without recourse to this Agreement, unless the time is extended by the Employer.

Section 4. There shall be no layoff of any member of the Fire Department except for emergency conditions or a necessary reduction in the work force. Efforts will be made to effectuate any such reduction in force through attrition, normal retirement, voluntary resignation or death.

ARTICLE 13. ABSENTEEISM

Section 1. Due to the importance of community safety, it is expected that Employees work their scheduled working hours according to the schedule prepared by the Employer. Employees who will be absent shall notify their duty officer in advance and obtain authorization for same.

Section 2. Tardiness. A firefighter finishing his shift shall be required to hold over until a tardy replacement firefighter appears for duty, if necessary to maintain minimum manning requirements (Article 14). A tardy firefighter shall and hereby agrees to reimburse the Township (by means of the docking of his pay) for the amount of any additional pay, plus overtime premium, which the Township is required to pay the firefighter holding over because of the tardy Employee being late for or absent from work. A firefighter who is late for work, which does not result in the Township having to pay any additional pay to an Employee holding over, in addition to other appropriate discipline, may have his pay docked for a minimum of 15 minutes for the fourth (4th) and all succeeding instances of tardiness of 15 minutes or less occurring in any twelve (12) month period.

ARTICLE 14. HOURS OF EMPLOYMENT/MANNING REQUIREMENTS

Work Schedule: The work schedule of Employees shall be as prescribed by Act #125, Public Acts of 1925, as amended by Act #115, Public Acts of 1965, as amended by Act #604, Public Acts of 1979.

Section 1. The normal work week of the Firefighting Division shall consist of an average of fifty-six (56) hours per week in any work period of twenty-eight (28) consecutive days.

Section 2. The shift change time for the stations shall be 0800. The pay period shall start at 0800 hours on Thursday, and run for fourteen (14) days until 0800 hours on the second successive Thursday.

Section 3. In connection with the operation of the Harrison Township Fire Department, during the term of this Agreement, the following agreements shall be in effect:

(a) The present two (2) platoon system shall be continued. No shift shall fall below four (4) duty men with a minimum of two (2) officers. One Officer and one Firefighter will be assigned to duty at each Fire Station.

(1) The minimum officer rank of the Harrison Township Fire Department through the term of this Agreement shall be one (1) Assistant Chief, three (3) Captains, four (4) Lieutenants and four (4) Sergeants.

- (b) At least one (1) of the firefighters in service assigned to each ALS unit should be certified in an advanced EMT classification.
- (c) At all times, enough Michigan State Department of Public Health certified Employees should be on duty to comply with current state laws.
- (d) Flex time schedules may be created for the functions of forty (40) hour personnel.

ARTICLE 15. CHANGE IN PERSONAL STATUS

Employees shall notify the Employer of any change of name, address, telephone number, marital status and number of dependents, promptly, within seven (7) calendar days after such change has been made. The Employer shall be entitled to rely upon the Employee's last name, address, telephone number, marital status, and number of dependents shown on its records for all purposes involving his employment and this Agreement.

ARTICLE 16. PAY DAY

Pay day shall be every fourteen (14) days, on Wednesday, for an annual total of twenty-six (26) pay periods per year. Barring unforeseen circumstances, the Township Treasurer or designee shall deliver pay checks to Fire Station Number 1 by or before 10:00 a.m. on pay day.

Documented payroll information shall be submitted to the Chief for approval and timely submission to the Accounting Office. Delayed documentation will be included and paid at the next regular pay period after submission.

ARTICLE 17. REST PERIODS AND STATION CLOSING

Section 1. An Employee who reports for overtime duty between midnight and 0700 hours, or reports for overtime which extends past midnight, and is scheduled to work the following day commencing at 0800 hours will be afforded a rest period of two (2) uninterrupted hours (not counting emergency calls). The rest period will be afforded at 1000 hours provided all equipment is in service, ready for use. During rest, phones in the dorm rooms will be shut off.

Section 2. Providing all essential daily work has been done, employees may retire at any time after 2000 hours. The station must be cleared of all persons other than Harrison Township firefighters and official guests of the department and the doors locked, no later than 2000 hours.

ARTICLE 18. PROBATIONARY EMPLOYEES

Section 1. All new Employees shall serve a probationary period of fourteen hundred fifty-six (1456) hours of compensated on-duty hours of active employment, excluding all hours compensated to the Employee while taking courses of study or education, and uninterrupted by any type of service break, during which time they will be termed "probationary employees". New Employees shall also be required to complete 300 hours of course study at the MCCC fire academy, unless waived by the Fire Chief by reason of the new Employee's prior firefighting experience or related training or education, as a condition of completion of probation.

Section 2. A probationary Employee's services with the Employer may be terminated at any time by the Employer at its sole discretion and neither the Employee so terminated nor the Association shall have recourse to the Grievance Procedure regarding such termination.

Section 3. During the probationary period, an Employee shall accrue provisional credits for employee benefits, but shall not be eligible for Employee benefits, except sick day credits, worker's compensation, hospitalization and other insurance, as provided for in this Agreement. After an Employee has successfully completed his probationary period of employment, he shall be credited for all benefits earned during the probationary period and shall become a regular full-time Employee and his seniority shall start as of last date of hire.

All persons hired after the date of July 1, 1984 by the Township as employees hereunder, shall be subject to the following conditions of employment:

(a) Such persons shall be paid at the wages set forth in the tables of Article 44 hereof, whichever table applies.

(B) Each such Employee shall be required, within two (2) years of beginning of his employment with the Township, to have attained certification as an Advanced Emergency Medical Technician by the Michigan Department of Health, at the Employee's own expense and time. Such certification shall be maintained so long as the Employee holds the classification of a firefighter and will not apply to any employee who attains the rank of Assistant Chief.

1. Failure to achieve such certification within the two (2) year period or maintain same where required, unless extended or excused for good cause by the Chief Officer of the Fire Department, will be grounds for immediate discharge.

2. If formal classes required for such certification are scheduled only during periods when the Employee is otherwise scheduled to work, he will be granted time off, and his work schedule re-arranged, so he can attend such classes.

ARTICLE 19. SENIORITY

Seniority, and its application, shall be governed by the provisions of Act #78, Public Acts of 1935, as amended, and shall apply only for the purposes of layoff and recall or wherever else specifically called for in this Agreement.

Section 1. Seniority is defined as total continuous length of employment with the Township, and shall be determined from the time the Employee's pay starts as of his last date of hire and shall be applied as set forth in this Agreement.

Section 2. An Employee shall lose his seniority for the following reasons:

- (a) The Employee voluntarily quits.
- (b) The Employee is discharged.
- (c) When an Employee fails to report to work from a layoff when recalled in accordance with layoff and recall provisions provided for in this Agreement.
- (d) The Employee is off three (3) consecutive regularly scheduled work days without notifying the Chief of the Department and it is physically possible for him to report.
- (e) The Employee has voluntarily retired.

Section 3. For promotional purposes, seniority is determined by time in grade.

ARTICLE 20 - PROMOTIONAL ADVANCEMENT

Section 1. When vacancies exist in the current rank structure, promotions shall be made based on the procedure outlined and agreed to in this Article.

Section 2. Qualifications. The following qualifications must be met prior to a candidate being promoted (except where noted).

- Sergeant:
1. A current AEMT license issued by the State of Michigan.
 2. Completed twenty (20) credit hours of the Fire Science Certificate program from an accredited two or four year college.
 3. In addition, upon promotion to the rank of Sergeant, the candidate must complete and pass the classes necessary for certification as Fire Officer One, within one (1) year. Failure to do so is grounds for demotion.
 4. Testing: A written test shall be given to eligible candidates by the Civil Service Commission on an annual basis during May. Upon request of a candidate, a list of materials will be provided sixty (60) days prior to the test. This test will be a pass/fail test, with a score of seventy percent (70%) the minimum for passing. Candidates successfully passing the exam will be placed on an eligibility list in order of seniority. Candidates

must have five (5) years in grade as a Harrison Township Full-Time Firefighter to test.

- Lieutenant.
1. A current AEMT license issued by the State of Michigan.
 2. Completed twenty (20) credit hours of the Fire Science certificate program from an accredited two or four year college.
 3. Passes the classes necessary for certification as Fire Officer Two.

- Captain:
1. A current AEMT license issued by the State of Michigan.
 2. Certificate of Fire Science issued by an accredited two or four year college.
 3. Passes the classes necessary for certification as Fire Officer Three.

Section 3. A. All vacancies in the above ranks shall be filled by the members occupying the next lowest rank. The member who has most time in grade in the next lowest rank shall be given the next promotion. Example: a vacancy in the Captain rank will be filled by the most senior (time in grade) qualified Lieutenant. If no qualified candidates exist in the next lowest rank, candidates from lower ranks who meet the qualifications become eligible for promotion.

B. The Charter Township of Harrison reserves the right to disqualify a candidate for promotion for cause. Cause shall be consistent with Act 78. The Employee may appeal management action under Article 8 of this Agreement.

Section 4. Assistant Chief: The following procedures shall be used for promotion to Assistant Chief.

A. Qualifications:

1. A Basic EMT license issued by the State of Michigan.
2. A Certificate of Fire Science from an accredited two or four year college.
3. A four (4) year University Degree in Fire Science, EMS, Public Administration, Management, or Fire Related.
4. In addition upon attaining the rank of Assistant Chief, the candidate may be required to complete, if available, a Certified Fire Inspector Course as well as Basic and Advanced Arson Investigation Programs.
5. Passes the classes necessary for certification as Fire Officer III.

B. Testing: A written test shall be given by the Civil Service Commission. A score of seventy (70) percent will constitute a passing grade.

- C. Seniority: Captains testing for the position of Assistant Chief shall be given one (1) point per year for each year in rank of Captain (not to exceed ten (10) points).
- D. Scoring: The final score shall be determined by adding the written test score and the seniority points. The highest scoring qualified candidate will be promoted.
- E. The testing process will begin upon the Township being notified of a pending vacancy in the Assistant Chief rank. Upon request of eligible candidates, a list of study materials must be provided sixty (60) days prior to the test.
- F. Should the Assistant Chief position be vacated prior to the completion of testing, the Captain/Fire Inspector shall be temporarily promoted to Assistant Chief until the testing process is completed.

Section 5. Effective Date: The new promotional system for each rank shall become effective as the current promotional lists for that rank expire.

Section 6. An Employee promoted to any of these positions named above shall be subject to a probationary period of six (6) months in accordance with Act 78.

Section 7. The Fire Chief of the Harrison Township Fire Department shall be determined through a selection process adopted by the Township Board in exercise of its discretion and without regard to the provisions of Act 78, MCLA 48 eq seq. Any members of the bargaining unit who otherwise meet the minimum requirements for application for Fire Chief shall be considered.

ARTICLE 21. OVERTIME

Section 1. An Employee shall be entitled to receive one and one-half (1-1/2) times his applicable regular hourly rate as set forth in Article 44 for authorized time worked by him or otherwise compensated to him in excess of an average of fifty-three (53) hours per week in any consecutive twenty-eight (28) day period. Overtime pay will be computed and paid in the following manner:

- (a) For unscheduled overtime (call-back) - a full hour for each such excess hour or portion thereof;
- (b) For scheduled overtime - for all such excess time computed (prorated) to the nearest minute.

Section 2. In accordance with past practice (a) time worked known to constitute scheduled overtime will be computed bi-weekly and paid on the next pay day following the time worked and (b) call-back overtime will be computed monthly and paid on the second pay day of the following month. (Example: call-back overtime earned in the month of August will be paid on the second pay day of September).

Section 3. Employees are subject to being called in on their off-duty hours for proper functioning of the department in the event of emergency(ies). When an Employee is called in, he will be paid at his regular rate plus overtime. All off-duty Employees are required to answer calls from the dispatcher at the earliest possible time, and report to duty when ordered, subject to Article 9 of this Agreement.

ARTICLE 22. UNPAID LEAVES OF ABSENCE

Employees may request and receive a leave of absence, without pay, for reasonable cause. Should the Employer refuse the leave, the Employee shall be given reasons why the leave was refused. To qualify for an unpaid leave of absence, the Employee must have been employed with the Township for a period of not less than one (1) year. During the period of the leave, the Employee will agree to maintain his own hospital-medical-surgical-drug coverage premiums, as well as his life insurance premiums. Any sick leave time, annual leave, or any other time or benefits accrued at the time an Employee begins an unpaid leave of absence shall be held in escrow for the Employee without additional accrual until his return to active employment and the Employee shall not suffer a loss of such benefits as a result of his absence. The Employer agrees to place a man returning from leave into the job classification and rank that he held at the time that he left. The Employer also agrees to place the Employee into the wage and benefit scale in force upon his return.

An unpaid leave of absence may be granted for a period of up to one (1) year. The Employee may request an extension of such leave no later than thirty (30) days before the expiration of his existing leave.

An Employee who obtains such a leave of absence by misrepresentation of purpose shall be subject to disciplinary action up to and including discharge.

ARTICLE 23. SICK LEAVE

Section 1. Firefighting Division.

(A) Accumulation of Sick Day Credits.

1. For the purpose of this section, "sick day" shall mean a twenty-four (24) hour duty day.
2. Each Employee may earn twelve (12) sick days of twenty-four (24) hours each for a maximum total of 288 hours per year, at the rate of one (1) sick day for each month in which he is engaged in active duty with the Township Fire Department, or is on vacation (annual leave) or sick leave.
3. Employees may accumulate a maximum of twenty (20) sick days, or a total of 480 hours.
4. Each non-occupational illness is to be documented by a physician's report after a period of three (3) consecutive working days off.

(B) Charges Against Credits.

1. In case of illness, the Employee shall inform the senior duty officer of his illness.
2. Sick leave may be used by an Employee only in the event of the Employee's disability, surgery, pregnancy, or exposure to contagious disease endangering others (and for which disability the Employee is not eligible for Workers' Compensation benefits) or for illness, injury or death in the Employee's immediate family, which

necessitates absence from work. The term "immediate family" as used in this section shall mean parents, grandparents, aunts, uncles, children, brothers and sisters of the Employee or of the Employee's spouse, and also any member of the Employee's household.

Section 2. Members Working Forty Hour Shifts.

(A) Accumulation of Sick Day Credits.

1. For the purpose of this section, "sick day" shall mean an eight (8) hour day.
2. Each Employee may earn twenty-five (25) days of eight (8) hours each for sick days for a maximum total of 200 hours per year, at the rate of one (1) such day for each month in which he is engaged in active duty with the Township Fire Department or is on vacation (annual leave) or sick leave.
3. Employees may accumulate a maximum of forty (40) sick days, or a total of 320 hours.
4. Each non-occupational illness is to be documented by a physician's report after a period of five (5) consecutive working days off.

B. Charges Against Credits.

1. In case of illness, the Employee shall inform the senior duty officer of his illness.
2. Sick leave may be used by an Employee only in the event of the Employee's disability, surgery, pregnancy, or exposure to contagious disease endangering others

(and for which disability the Employee is not eligible for Worker's Compensation benefits) or for illness, injury or death in the Employee's immediate family, which necessitates absence from work. The term "immediate family" as used in this section shall mean parents, grandparents, aunts, uncles, children, brothers and sisters of the Employee or of the Employee's spouse, and also any member of the Employee's household.

Section 3. Payment of Unused Sick Days.

(A) When a firefighter leaves Township employment, he shall be paid one-half ($\frac{1}{2}$) of his accumulated sick days; provided sick days accumulated through June 30, 1979 shall be determined as of June 30, 1979, and are not subject to payment until the firefighter leaves Township employment and further, shall only be reduced when used by a firefighter who has no accrued sick days as a result of employment from July 1, 1979 or thereafter. Payment shall be made at 66.6666% of the applicable overtime rate of pay.

(B) All sick days that accrue after July 1, 1979 shall be used for sickness by the firefighter, provided a maximum of twenty (20) sick days of twenty-four (24) hours each for a total of 480 hours may accumulate and one-half ($\frac{1}{2}$) of the accumulated sick days over 480 hours shall be paid for in the last pay period of each month. Payment of sick leave hereunder shall be made at the Employee's straight time rate at the time of payment.

(C) For employees hired after January 1, 1993, sick time bank pay-off will not be included in computing final average compensation for pension purposes. Payment of sick

time banks will not have the five (5%) per cent employee pension contribution deducted for employees hired after January 1, 1993.

(D) The employees hired prior to January 1, 1993 shall have their sick bank pay-off included in final average compensation for retirement purposes and be charged five (5%) per cent for pension contribution.

Section 4. PREGNANCY/CHILD CARE LEAVE

A. It shall be the responsibility of the Employee to immediately notify the Chief or his designee, as soon as possible, when it is known that she is pregnant. She shall also immediately submit a physician's recommendation as to her ability to continue full time active duty as required, or be placed by the physician's recommendation on light duty forty (40) hours per week during the remainder of the pregnancy. Return to full time active duty following pregnancy shall be established based on physician's recommendation.

B. Any Employee who becomes a parent shall be entitled to a non-paid child care leave, but for a period not to exceed twelve (12) months thereafter. An extension of any non-paid leave may be granted by the Employer in its sole discretion, if the Employee is unable to return to work, but in no event shall the total time granted for leave exceed two (2) years. Upon return of an Employee from an approved non-paid leave, the Employee shall be reemployed at the original position and classification at the time of such leave of absence. It is agreed that no fringe benefits shall accrue nor shall any accrued sick time or vacation time be payable, during a non-paid leave of absence; however, seniority shall accrue. It is also agreed that when an Employee returns to work after an approved non-paid leave of absence, vacation and sick time benefits will be prorated according to a full year's service less the time of the approved leave.

C. Applicable federal law minimums shall apply.

Section 5. An employee will receive two (2) duty days off with pay, not chargeable to sick or vacation time accumulation, for attendance at the funeral of the Employee's spouse, children, parents and spouse's parents.

Forty hour employees will receive three (3) days off with pay, not chargeable to sick or vacation time accumulation, for attendance at the funeral of the employee's spouse, children, parents, and spouse's parents.

Section 6. A bank of approximately 100 man days shall be administrated by a panel of three Harrison Township Firefighters.

Upon completion of this agreement a bank shall be established by the Township of 100 sick days, and replenished at a rate not to exceed 100 days a year up to the maximum of 100 man days.

The panel shall consist of the Chief or his designee, a member appointed by the Union Executive Board and a member to be chosen by the two members. Each member is hereby charged to make panel decisions in the best interest of the Harrison Township Fire Department and the provisions of this article.

Application can be made to the panel for the granting of emergency sick leave only when the member has exhausted all regular sick leave and has a need for additional time off due to an illness or injury or the need for additional sick leave is imminent.

The panel shall grant emergency sick leave only in the minimum amount needed to maintain the members status until a return to normal duty, retirement or separation.

Emergency sick leave shall be granted only when all of the following criteria is met:

1. Valid documentation of an illness or injury is submitted per private physician.
2. A determination is made that light duty per contract is not a medical option.
3. Retirement is not unavoidable.

The panel has the right to withhold the granting of emergency sick leave when it finds that the applicant has abused his or her own sick leave, the illness or injury is the result of illegal activity on the part of the applicant, or the application is an attempt to deceive or defraud the department. The panel's decision shall be final and binding.

ARTICLE 24. PERSONAL LEAVE

Section 1. Personal leave time will be earned at the rate of three (3) nonchargeable days per year from the anniversary of each such Employee's date of hire, for all Employees in the bargaining unit. A probationary employee shall be granted two (2) personal leave days during his/her first year of employment, subject to approval by the Chief or his designee.

(a) For the purpose of this section, the Employee's anniversary date shall be the determining factor for crediting personal days, and said days shall not be carried forward into the next year.

(b) Personal time cannot be used in less than one (1) hour leave periods.

(c) Personal leave time may be taken with any other leave time.

(d) Provided a replacement is available (if needed), personal leave time may be taken on short notice, and may be taken without giving a reason for wanting the time off.

(e) Personal leave is granted only after FD-12 is submitted, approved, signed and returned by the Officer in command.

ARTICLE 25. LEAVES - GENERAL

Section 1. Leave Requests:

(a) Leave requests (except for sick leaves) shall be normally submitted one (1) month in advance.

(b) No leave application shall be considered until the copy is submitted to the Platoon Captain for his signature and returned.

(c) The Platoon Captain shall be responsible for the processing of leave applications and approving such leaves in accordance with Fire Department policies.

(d) Leave time on short notice (less than 30 days) may be approved provided the Department minimum manpower requirements of Article 14 herein are met, subject to the provisions of this Section. Single day detail for educational purposes shall have priority over all short notice annual leaves, except personal leave or approved annual leave. The Chief, or his designee, may in his discretion waive the requirements of this Section in consideration of personal hardships. All education details, wherever possible, will be scheduled at least two (2) weeks in advance.

(e) Sick leaves (because of the illness of the Employee himself, his spouse or a child of his) shall take precedence over other types of leaves. Other types of leaves may be canceled when such leaves cause available man power to fall below the department man power requirements.

(f) Prior to utilization of leave time, the Employee must have earned such leave time.

(g) Any and all leaves may be canceled at the discretion of the Chief of the Department, with valid reasons stated.

(h) These general provisions shall apply to all ranks except those working a permanent forty (40) hour schedule.

Section 2. Leaves From 0800 - 2000.

It is the intent of this article to allow the continued practice of Annual Leave. and Sick Leave usage(s) as in the past, so long as the daily work routine is uninterrupted. To assure that the daily work shall be performed, and to assure that Leaves shall not be in any way hindered, the following guidelines shall apply:

(a) Usage of Annual Leave or Sick Leave for less than twelve (12) hours may require the Employee to perform essential duties beyond 1500.

(b) Leaves of four (4) hours or less - The Employee may be required to perform essential duties upon returning on an hour for hour basis. (One hour of Leave = One hour Work)

(c) There shall be a four (4) hour maximum limit for any Leaves exceeding four (4) hours.

(d) The performance of essential duties shall not continue past 2000, (Bedtime), and shall allow for One (1) hour meal(s).

(e) This Article does not apply to Personal Time.

ARTICLE 26. VACATIONS

Section 1. Employees shall be entitled to a vacation upon completion of their probationary period. Vacations shall be computed from the Employee's anniversary date of full-time employment. If an Employee works less than a full year, he shall earn vacation on a pro-rated basis.

Beginning July 1, 1989, vacation hours shall be earned as follows:

A. 56 Hour Per Week Employees:

Beginning years of Service	Maximum Annual Vacation Accumulation (hours)	Hours of Vacation Accrued Per Bi-Weekly Pay Period
1	144	5.54
2 - 3	168	6.46
4	192	7.38
5	216	8.31
6 - 8	240	9.23
9 - 10	264	10.15
11	288	11.08
12 - 14	312	12.00
15 - 20 and over	336	12.92

B. 40 Hour Per Week Employees:

Beginning Years of Service	Maximum Annual Vacation Accumulation (hours)	Hours of Vacation Accrued Per Bi-Weekly Pay Period
1 - 2	104	4.0
3	120	4.62
4 - 6	136	5.23

7 - 9	152	5.85
10 - 12	168	6.46
13 - 15	176	6.77
16 - 18	184	7.08
19 and over	192	7.38

For purposes of this section, years of continuous service shall mean an Employee's seniority as that term is set forth and defined in Article 19.

Section 2. Maximum Vacation Accumulation. Employees shall be allowed to accumulate vacation time up to the following maximum:

- A. 56-hour per week Employees 1,200 hours.
- B. 40-hour per week Employees 800 hours.

The Township shall not be obligated to any Employee for compensation who is laid off, resigns, retires, or is otherwise separated from the service of the Township for accrued vacation above the following maximum:

- A. 56-hour per week Employee 720 hours.
- B. 40-hour per week Employee 480 hours.

For employees hired after January 1, 1993, vacation/annual leave time bank pay-off will not be included in computing final average compensation for pension purposes. Pay-off of vacation/annual leave time banks will not have the five (5%) per cent employee pension contribution deducted for employees hired after January 1, 1993.

The employees hired prior to January 1, 1993 shall have their vacation/annual leave bank pay-off included in final average compensation for retirement purposes and be charged five (5%) per cent for pension contribution.

Section 3. Extended Vacations: Employees may be afforded extended vacations from time to time throughout their Fire Department career, providing the annual vacation schedule permits and it does not interfere with the operation of the Department. The same Employee cannot take an extended vacation every year.

Extended vacation shall mean: The total amount of vacation days an individual accrues in one (1) year, from anniversary to anniversary. For example, a firefighter accrues six (6) vacation days, if he takes more than six (6) days, this would be considered an extended vacation.

Section 4. No more than one (1) firefighter per shift per platoon will be allowed to be on annual leave (vacation) at one time. Provided, if six (6) Employees are scheduled and available for work, two (2) Employees per shift per platoon may be allowed to be on annual leave at the same time, provided the absence of the second Employee will not result in the Township having to pay overtime premium to another Employee.

ARTICLE 27. OVERTIME CANCELLATIONS

Individuals shall be given the opportunity to work, at tasks assigned by management, overtime hours that have been scheduled and subsequently canceled with less than seven days (158 hours) notice. This provision only applies to cancellations resulting from:

1. Cancellation of a detail.
2. Transfer
3. On job sick leave.

ARTICLE 28. TRADING OF DAYS AND TIME

An Employee may trade days and/or time (except personal time off) providing the employee supplies the Fire Chief, or his designee, with a written request (FD-12) at least twelve (12) hours in advance of the requested trading days and/or time. Minimum trade time shall be one (1) hour. The trading of time, unless requested by the Employer, shall not directly or indirectly cause additional cost to the Employer other than that which would have been caused had the trade not taken place.

ARTICLE 29. MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions. Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved or modified herein, be maintained during the terms of this Agreement.

Section 2. Unilateral Changes. The Township will make no unilateral changes in wages, hours and conditions of employment during the terms of this Agreement, either contrary to the provisions of this Agreement or established departmental rules and regulations, practice and customs and/or administration policy, unless both the Township and the Union agree on the change.

Section 3. Relation to Regulations This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, appropriate amendatory action or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. The Union and its members share the Township's desire and goal that its Fire Department be well trained, equipped and cost efficient. We will continue to cooperate in every way toward the goal that Harrison Township have the finest Fire Department in the Country.

The Union does not intend that "Maintenance of Conditions" be used to interfere with the Township's right, and indeed obligation, to train, equip and direct its Fire Department. The purpose of "Maintenance of Conditions" is to protect the Union and its members from

any arbitrary, unreasonable, or discriminatory changes in terms and conditions of employment. The Union will not use the "Maintenance of Conditions" clause to impede legitimate management decisions, e.g. to create new positions not included in this bargaining unit.

It is understood that this restriction on the performance of Bargaining Unit work by persons other than those employed within this Collective Bargaining Unit shall not serve to foreclose the Township of Harrison from utilizing the established Mutual Aid Pact it has with existing communities.

Section 5. The Township shall give advance notice to the Union of any proposed changes to any Mutual Aid Agreement with other neighboring communities. This section does not allow the Union any right to negotiate or approve any Mutual Aid Agreement prior to Township implementation.

ARTICLE 30. WORK STOPPAGE

Section 1. The parties to this Agreement mutually recognize that the services performed by the Employees covered by this Agreement are services essential to the public health, safety and welfare. Therefore, the Association agrees that, during the life of this Agreement, neither the Association, its officers or agents or Employees will authorize, instigate, aid or condone or engage in a strike, or other interference, to include picketing, in or out of uniform, within the Township operations. The Employees further pledge that there will not be any concerted failure to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole, or in part, from the full, faithful and proper performance of the duties of their employment. The Township agrees that during the life of this Agreement, there shall be no lockouts.

Section 2. Individual Employees or groups of Employees who violate Section 1. of this Article, will be subject to discipline up to and including discharge.

ARTICLE 31. SUPPLEMENTAL EMPLOYMENT

Members of the bargaining unit may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to Harrison Township, and supplemental employment shall in no way conflict with regularly assigned duties. It is also agreed that commercial activities shall not be performed on or with township property and/or at township expense.

ARTICLE 32. HEALTH AND FITNESS

Section 1. Physicals A. All new Employees shall submit to a physical examination prior to being hired. Firefighters must meet the health standards as established by the Civil Service Commission prior to being hired.

B. To be retained as a firefighter, each Employee shall submit to a physical examination at intervals that comply with NFPA and/or MIOSHA standards, but in no event to exceed thirty-six (36) months.

Upon request of the Township Board, Employees must submit to further physical examination to remain qualified for work. In the event a firefighter is determined unqualified for medical reasons to continue as a firefighter, the Township may require retirement under Michigan Act #345 of 1937.

C. As a condition of continued receipt of benefits, the Employer, at its expense, may require the Employee to submit to a physical examination or other tests as recommended by its physician, in order to verify the Employee's ability to return to full-time work as it relates to illness or injury leave.

Section 2. Physical Fitness A. Fitness evaluation and fitness counseling shall be part of the routine physicals provided by the department.

B. A committee consisting of members of the Fire Department, appointed by the Chief, shall be established to make recommendations and assist in administering a health

fitness program for the department. The Township reserves the sole right to determine the extent of resources (financial and manpower) committed to this program.

C. The Township recognizes that the employees agreed to reduce the down time from 1500 hours to 1600 hours for the sole purpose of the physical fitness program, with the understanding that a quality program will be continued.

Section 3. Drug and Alcohol Testing. A. Policy The Fire Department recognizes illicit drug usage as a threat to the public welfare and the employees of the department. Thus, as part of the fitness program, the Fire Department will take the necessary steps, including drug testing, to eliminate illicit drug usage. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs. No member of the Fire Department shall be discharged for illegal drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

B. Informing Employees About Drug Testing: All employees will be fully informed of the Fire Department's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer shall inform the employees of how the tests are conducted, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until

this information is provided to him. A copy of this article shall be distributed to each employee and this shall fulfill the requirements put forth in this section.

C. Employee Testing: Employees may be tested only under the following circumstances: at time of hire, when probable cause exists to believe the firefighter is under the influence of drugs and anytime the firefighter is hospitalized as a result of an on the job injury. Random or mass testing is prohibited. No such testing may be conducted without the written approval of the Chief Officer in charge of the unit. The Chief Officer in charge shall have training in determining when it is appropriate to order testing with cause and must document in writing who is to be tested and why the testing was ordered. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

D. Urine Collection: Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the samples shall be conducted to prevent the submission of fraudulent tests. In testing which could result in employee discipline, if the test result is positive a split sample shall be reserved for independent analysis by the employee, at his/her expense. Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

E. **Breathalyzer and Blood Sample Collection:** Samples taken for breathalyzer analysis or blood analysis for the purpose of determining alcohol interaction shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. In testing which could result in employee discipline, if the test result is positive, a split sample shall be reserved for independent analysis by the employee at his/her expense. Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

F. **Urine Testing Procedures:** All samples shall be tested for **CHEMICAL ADULTERATION, NARCOTICS, CANNABIS, PCP, COCAINE, AMPHETAMINES, AND SEDATIVES.** The testing shall be done by a Selected Laboratory and the following standards shall be used:

DRUG TESTING STANDARDS

DRUG CONFIRMATION	SCREENING TEST	
Amphetamines	300 ng/ml Amphetamine	500 ng/ml GC-MS
Barbiturates	200 ng/ml Barbiturate	500 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	500 ng/ml GC-MS
Cannabis	50 ng/ml Delta-THC	100 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	500 ng/ml GC-MS
Narcotics	100 ng/ml Morphine	500 ng/ml GC-MS
PCP	25 ng/ml PCP	100 ng/ml GC-MS

No test result shall be treated as "Positive" unless the minimum screening and confirmation standards set forth above have been met or exceeded.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrophotometry, and no records of unconfirmed positive tests shall be released or retained by the laboratory.

Testing shall be conducted in a manner to insure that an employee's legal drug use does not affect the test results.

All results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported.

Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the Fire Department.

G. Drug Dependency Program: Each person testing positive for illicit drugs or alcohol intoxication shall be medically evaluated, counseled and treated for rehabilitation, if required. In addition, at any time an employee may voluntarily enter the drug dependency program without fear of disciplinary actions against him. This program is designated to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this Program shall remain confidential and shall not be released to the public.

H. Right of Appeal: Each employee has the right to challenge the results of drug testing in the same manner that he may grieve any managerial action.

I. Duty Assignment After Treatment: Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment.

J. Right of Union Participation: At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

K. Union Held Harmless: This drug testing program is solely initiated at the request of the Employer. The Fire Department shall be solely liable for any legal obligations and costs arising out of the provision and/or application of this collective bargaining agreement relating to drug testing. The Union shall be held harmless for violation of any worker rights arising from the administration of the drug testing program.

L. Conflict with Other Laws: This article is no way intended to supersede or waive an employee's federal or state constitutional rights.

ARTICLE 33. PAYROLL DEDUCTION

Payroll deduction for Employees will be available to an Employee after the Employee gives the Township authorization to withhold the given amount from his check for items authorized for members of the Association.

Where payroll deduction is provided for U.S. Savings Bonds, for an Employee, the Savings Bonds shall be delivered to the Employee in a sealed envelope.

ARTICLE 34. INSURANCE

Section 1. Life and Accident: \$50,000.00 Life and Accident insurance coverage and benefits shall be provided for all Employees. In case of on the job injury or death, double indemnity shall be provided. Upon retirement, the policy shall remain in force with a death benefit of \$15,000.00 at the expense of the Township.

Section 2. Probationary Employees will not be assigned firefighting, hazardous duty, or emergency life support assignments until group term life insurance is in effect and the probationary Employee will be notified by the Township.

Section 3. Liability Insurance: During the term of this contract, the liability insurance coverage for the Harrison Township Fire Department will not be reduced or cancelled by action of the Township.

Section 4. Blue Cross, Blue Shield Medical, Hospital & Prescription

Michigan Blue Cross and Michigan Blue Shield hospital, medical, surgical and drug insurance coverage with \$5.00 co-pay on prescriptions, MVF-1 and additional catastrophic rider (Master Medical), shall be provided all Employees. The Employer agrees to provide a Dental Plan under the Dental Care Network offered by Michigan Blue Cross/Blue Shield with a maximum participation of Twelve Hundred Dollars (\$1,200.00) per person per year. In its sole discretion, the Township, may in lieu thereof, provide at least equivalent (hospital-medical-surgical-drug-dental) coverage from another carrier (including the Governmental Voluntary Employee Benefit Trust, administered by Yeager and Company,

Inc.) And which will guarantee no loss of coverage or benefits to any Employee during any period and which will not curtail an Employee's ability to select his own doctor or medical facility. There will be no loss of coverage or benefits in any interim changeover of the contract.

Section 5. Hospitalization on Retirement: When an Employee retires in accordance with Section 6, Act #345, he and after his death, his surviving spouse, shall continue to receive full paid Blue Cross and Blue Shield Insurance, (or such equivalent coverage as set forth in Section IV of this Article), provided the retiree, or after his death, his surviving spouse, does not work elsewhere on a full-time basis ("full time basis" to be determined at the mutual discretion of the Township Board and Local #1737 negotiating committee).

Section 6. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory, governmentally-sponsored insurance programs.

ARTICLE 35. LONGEVITY

Section 1. Each Employee shall receive longevity pay in accordance with the following schedule, in addition to their regular salary. The percentage below is to be applied to the annual base salary in effect during the work period preceding the anniversary of Hire date. Payments will be made after completion of continuous years service as of the anniversary date of employment as follows:

Upon completion of the:

Third and Fourth years	1.5%
Fifth, Sixth and Seventh years	2.5%
Eighth and Ninth years	4.0%
Tenth, Eleventh and Twelfth years	5.0%
Thirteenth and Fourteenth years	6.5%
Fifteenth, Sixteenth and Seventeenth years	7.5%
Eighteenth and Nineteenth years	9.0%
Twentieth year and thereafter	10.0%

Longevity pay shall be made the first pay day subsequent to the Employee's anniversary date of full-time employment. Upon the death or retirement of an Employee, he, or his legal representative in the case of death, shall be paid his longevity pay for the current period on a pro-rata basis computed from his previous anniversary date to the death or retirement, as the case may be.

ARTICLE 36. UNIFORM AND FOOD ALLOWANCE

Section 1. Fire Protection Clothing and Equipment: The Township shall furnish all Employees with safe and suitable protective clothing and equipment as needed.

Section 2. Uniform Allowance: The Township shall, in addition thereto, and subject to Section 3 of Article 44, provide each Employee of the Fire Department, a uniform allowance according to the following schedule:

- (a) Work Uniform Members: Effective January 1, 1993, members who report for duty in a work uniform shall receive a uniform allowance of \$450.00 per year, increased to \$500.00 per year, effective January 1, 1994.
- (b) Dress Uniform Members: Effective January 1, 1993, members who report for duty in a dress uniform shall receive a uniform allowance of \$450.00 per year, increased to \$500.00 per year, effective January 1, 1994.
- (c) Initial Uniform Allowance: The Township shall allow \$450.00 for each new Employee as a uniform allowance for the first year, for the purchase of adequate items for present duty or dress uniform, and will be paid as follows: A partial payment of Fifty (50%) per cent shall be made upon hiring and the balance of Fifty (50%) per cent will be paid upon completion of probation.

Section 3. Personal Property. In his sole discretion the Fire Chief may approve reimbursement for or replacement by an employee of eyeglasses, dentures and wrist watches lost or damaged while on firefighting duties, less any amount recoverable therefor by the

Employee through any insurance policy. The Fire Chief will deny reimbursement for items lost or damaged by reason of the negligence of the Employee, or poor judgment under the circumstances.

Section 4. Food Allowance: Effective January 1, 1993, Twenty-four (24) hour firefighters shall receive an annual food allowance of \$625.

All food and uniform allowances will be paid on the first pay day subsequent to the Employee's anniversary date of full-time employment.

ARTICLE 37. PENSION

Section 1. a. Pursuant to Act #345, Public Acts of Michigan, 1937, as amended, the retirement benefit formula of the final average compensation will be 2.5%.

b. All Association members (Employees) will contribute 5% of their payroll earnings.

c. Voluntary Retirement: After vesting a member shall be eligible for voluntary retirement when the sum of the member's years of credited service and the member's age meet or exceed seventy-five (75). An eligible member may then retire from service upon written application to the Retirement Board.

Section 2. In accordance with Section 6, (2)(f), of Act #345, the Township may decline to return the disability retiree to active service if the Township can prove that financial hardship makes it impossible to do so without resulting in layoffs. Any failure by the Township to return the disability retiree to active service will be subject to the grievance arbitration procedure. If the Township does refuse to return the disability retiree to active service, said individual shall continue to receive his same disability pension, and shall not in any way suffer a loss as a result of the Township's refusal to return him/her to active service.

If the disability retiree is returned to active service, the following shall apply in addition to the provisions of Act #345:

(a) The reemployed individual shall be returned at the rank last held by him/her prior to the disability, and shall be paid the current wages and benefits applicable to that rank.

(b) The reemployed individual shall perform the duties as assigned ie; (1.) a firefighter returning as an employee shall act in the capacity of a firefighter, (2) a Sergeant, Lieutenant, or Captain returning as an employee shall act in a capacity up to but not to exceed his/her rank at the time of the disability retirement.

It is understood that to the extent the above provisions conflict with Act #345, the above provisions shall supersede Act #345.

Section 3. Extend the sixty (60%) per cent death benefit for spouses described in Section 6(1) (h) of Act 345 to include: .

- a. Spouses of active members whose deaths were not service-connected. The widow/widower and their children (dependents) will receive hospital-medical insurance as defined in this contract as long as the spouse does not remarry or is employed and receiving hospital-medical coverage from an employer, or
- b. Spouses of disability retirants who die prior to age 55.

Section 4. Increase benefits by changing the definition of "average annual compensation" to the average compensation of the three (3) highest years within the last five (5) years of employment. To be effective as of January 1, 1996.

Section 5. An annuity buy back has been agreed to by the parties and will be revenue neutral in its final form:

Section 6. See pages 39 and 48 for inclusion of sick and annual leave banks in retirement final average compensation calculations.

ARTICLE 38. HOLIDAY PAY

All employees shall receive a flat rate holiday pay of Two Thousand (\$2,000.00) dollars per year regardless of his/her rank and the number of holidays worked during the year. Holiday pay shall be paid the first payday subsequent to the employee's anniversary date of full-time employment.

In the event of termination of employment, an employee shall be paid on a pro-rata basis of \$5.48 daily.

Example: If an employee terminates his/her employment 185 days after his/her anniversary date, he/she shall be paid \$1,013.80 which is $\$5.48 \times 185$ days.

ARTICLE 39. INCENTIVE PAY

Section 1.

(a) A firefighter certified as a Basic Emergency Medical Technician, or as a Specialist Emergency Medical Technician, approved and certified by the State of Michigan Department of Health will receive an additional salary increment equal to three (3%) per cent of his base wage (as set forth in Article 45) per year.

(b) A firefighter certified as an Advanced Emergency Medical Technician approved and certified by the State of Michigan Department of Health will receive an additional salary increment equal to seven (7%) per cent of his base wage (as set forth in Article 45) per year, or seven (7%) per cent of the base wage (as set forth in Article 45) of a Lieutenant, whichever amount is less, and effective with the date of the new rank structure (Article 14, Section 3(d)).

(c) Such payments will continue so long as the Employee performs such skill as assigned by the Department for the Emergency Medical Service and retains the basic, specialists, or advanced E.M.T. certification by fulfilling all training and retraining requirements.

(d) The additional annual incentive pay salary increments for basic, specialists, and advanced E.M.T.'s will cease upon the failure of the firefighter to maintain his certification.

(e) A firefighter shall receive only one (1) incentive for any classification of E.M.T., i.e. there is to be no duplication of incentive salary increments.

(f) Firefighters who have successfully completed requirements and received a certification in Fire Science from an accredited institution shall receive an additional increment calculated at two (2%) per cent of his/her base wage (as set forth in Article 44) per year.

(g) An Employee, who is eligible, may receive increments for one (1) class of E.M.T. and Fire Science Certificate.

(h) The incentive pay is in addition to the applicable regular hourly rate as set forth in Article 45, for the purpose of overtime and longevity.

The annual incentive rate shall be converted (and paid) to hourly rates using a factor of 2808, except that the factor for forty (40) hour employees shall be 2080.

(I) The Township shall schedule and pay for the cost of maintaining certification for basic, specialist, and advanced emergency medical technicians.

(j) A recertification bonus of \$750.00 shall be paid annually for an ACLS Certification. This bonus shall only be paid if the employee shall give evidence of a valid Certification to the Accounting Department (Controller) on the anniversary date of the original Certification. The recertification bonus shall not be included in item (h) above. Employees not holding ACLS certification on the date of this Contract, will receive a recertification bonus one (1) calendar year after submission of recertification of original

certification to the Accounting Department. Pension contribution will not be withheld from this bonus and this bonus will not be included in final average compensation for retirement purposes.

Section 2 Employees hired after January 1, 1996 shall only receive the following incentive amounts.

(a) All personnel certified as (AEMT) Advanced Emergency Medical Technicians, approved and certified by the State of Michigan Department of Health, shall receive a payment of \$2,800.00 once each year at the employee's anniversary date.

(b) Payments payable as in (a) above for Fire Science Coursework as follows:

A minimum of Fire Science Certificate	\$800.00
---------------------------------------	----------

Copy of Certificate will be submitted to the Accounting Office for inclusion in the Employee's personnel file.

Section 3a Employees hired after January 1, 1996 will not have their incentive payments added to their base salaries for the purpose of overtime, longevity or final average compensation for retirement purposes.

3b The Township shall pay the cost of tuition, books and supplies to retain certification of AEMT as required.

3c Payments for AEMT will cease upon the firefighter or officers failure to maintain his certification.

Copy of Certificate will be submitted to the Accounting Office for inclusion in the Employee's personnel file.

ARTICLE 40. OCCUPATIONAL INJURY OR SICKNESS

(a) Worker's Compensation Benefits: Each Employee who is unable to work as a result of an injury or sickness arising from the performance of his duty, related to Township work, shall be paid by the Township the difference between his regular rate of pay and his Worker's Compensation Benefits for the duration of said Worker's Compensation benefits, without loss of sick days.

This compensation shall remain in effect for a period not to exceed one (1) year. If, at the end of one (1) year, the employee is still unable to report to work, he shall be retired, according to Act #345, Public Acts of 1947, as amended.

ARTICLE 41. TRAVEL EXPENSE REIMBURSEMENT

Employees required to use their own car in the pursuit of their duties will receive the following reimbursement on a monthly basis:

The Township agrees to pay the amount of mileage which is approved by the Harrison Township Board; however, in no case will it be less than \$0.20 per mile during the term of this agreement, or the cents per mile allowed by the Internal Revenue Service, if higher.

All requests for reimbursement of necessary expenses incurred will be documented and supported on the forms to be furnished by the Employer. It is agreed that if the Employer provides vehicles, this provision would become null and void.

ARTICLE 42. ALTERNATIVE (OR LIGHT DUTY)

Upon submission of medical documentation acceptable to the employer, that an employee is unable to temporarily perform firefighting/EMS duties due to non-line-of-duty injury or illness, the Fire Department will provide, at an employee's request and with the written approval of the Chief, alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful, identifiable, and cost effective way to the function and mission of the Department. The parties agree that the alternative duty assignment are to be of a temporary nature and will continue for such period as may be acceptable to the Chief. An employee assigned to alternative duty shall not be counted for purposes of minimum manning.

Alternative duty personnel shall be assigned a forty (40) hour work schedule. The employees normal 56-hour rate of pay as established in Article 44 along with all applicable incentives provided for in the current Collective Bargaining Agreement shall remain intact. Leave time shall be accrued at the 56-hour rate, and any leave time taken will be equalized at 1.4 conversion rate.

Employees working alternate duty shall not suffer any loss of pay or benefits. No more than one (1) employee may be assigned to alternative duty at any one time, unless each additional alternative duty assignment requested is approved by the Township Board.

This Article does not apply to employees injured on the job.

ARTICLE 43. BENEFITS PAYABLE UPON SEPARATION

Section 1. The following definitions shall cover all types of separation from Township employment (as amended).

Dismissal	Separation caused by unsatisfactory performance of duties.
Involuntary	Separation under the provisions of Act #345 of the Public Acts of 1957 or by death or layoff of the employee.
Voluntary	Any separation not covered by the above definitions of "Dismissal" and/or "Involuntary".
Type of Benefit:	Dismissal Voluntary Involuntary
VACATION LEAVE	Actual accrued hours Article 26 Section 1
SICK LEAVE	50% of accrued hours Article 23 Section 3
HOLIDAY PAY	Pro-rated Article 38
LONGEVITY	Pro-rated Article 35
OVERTIME	Actual accrued hours Article 21 Section 1

All pay allowances and benefits shall be computed from the anniversary date of employment. In the event of separation by death of the Employee, payment of the applicable benefits will be made to his beneficiary or estate.

Section 2. When employment and seniority is interrupted by discharge, quit, leave of absence, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs, or until the next payment is due, whichever is later.

Section 3. Any uniform allowance paid an Employee under Article 36 during his last twelve (12) months of employment with the Township shall be prorated on a monthly basis for the number of such months following the date of termination, and that portion shall be returned to the Township by a reduction of the other benefits owing to the separated Employee.

ARTICLE 44. FIRE DEPARTMENT SCHEDULE OF WAGES

SCHEDULE OF WAGES 1995

Section 1. Effective for employees hired prior to January 1, 1993.

Hourly Rate	Rank	Annual
\$ 7.721	Probation - Fire Fighter	\$23,084.62
8.879	After 12 Months - Firefighter	26,547.31
10.211	After 24 Months - Firefighter	30,529.41
12.470	After 36 Months - Firefighter	37,286.24
14.730	After 48 Months - Firefighter	44,043.05
15.467	Sergeants	46,245.20
16.704	Lieutenants	49,944.81
18.040	Captains (56) hours	53,940.40
25.933	Captains (40) hours	53,940.40
28.008	Assistant Chief (40) hours	58,255.63

SCHEDULE OF WAGES 1996

Section 2. Effective for employees hired prior to January 1, 1993.

Hourly Rate	Rank	Annual
\$ 7.952	Probation - Fire Fighter	\$23,777.16
9.145	After 12 Months - Firefighter	27,343.73
10.517	After 24 Months - Firefighter	31,445.29
12.844	After 36 Months - Firefighter	38,404.82
15.172	After 48 Months - Firefighter	45,364.34
15.931	Sergeants	47,632.55
17.205	Lieutenants	51,443.16
18.581	Captains (56) hours	55,558.61
26.711	Captains (40) hours	55,558.61
28.848	Assistant Chief (40) hours	60,003.29

SCHEDULE OF WAGES 1995

Section 1. Effective for employees hired after January 1, 1993.

Hourly Rate	Rank	Annual
\$ 7.721	Probation - Fire Fighter	\$23,084.62
9.123	After 12 Months - Firefighter	27,276.31
10.524	After 24 Months - Firefighter	31,467.99
11.926	After 36 Months - Firefighter	35,659.67
13.328	After 48 Months - Firefighter	39,851.36
14.730	After 60 Months - Firefighter	44,043.05
15.467	Sergeants	46,245.20
16.704	Lieutenants	49,944.81
18.040	Captains (56) hours	53,940.40
25.933	Captains (40) hours	53,940.40
28.008	Assistant Chief (40) hours	58,255.63

SCHEDULE OF WAGES 1996

Section 2. Effective for employees hired after January 1, 1993.

Hourly Rate	Rank	Annual
\$ 7.952	Probation - Fire Fighter	\$23,777.16
9.396	After 12 Months - Firefighter	28,094.59
10.840	After 24 Months - Firefighter	32,412.03
12.284	After 36 Months - Firefighter	36,729.46
13.728	After 48 Months - Firefighter	41,046.90
15.172	After 60 Months - Firefighter	45,364.34
15.931	Sergeants	47,632.55
17.205	Lieutenants	51,443.16
18.581	Captains (56) hours	55,558.61
26.711	Captains (40) hours	55,558.61
28.848	Assistant Chief (40) hours	60,003.29

ARTICLE 45 - DESIGNEE OF FIRE CHIEF

During temporary periods of absence of the Fire Chief for any reason, the Township Controller will act on his behalf in the administration of this Agreement.

ARTICLE 46. TERM OF CONTRACT

Section 1. Duration. This Agreement shall be effective January 1, 1995 and shall remain in full force and effect to and including December 31, 1996.

Section 2. Notification. In the event either party wishes to terminate this Agreement, it shall give written notice to the other party prior to the termination date. In the event notice is not given, this Agreement shall continue on a year-to-year basis. The termination date of this Agreement is December 31, 1996. Notices under this Section shall be sufficient if sent by certified mail:

To the Township: To the Township Supervisor at the Township offices.

To the Union: To any officer of Local Union 1737 IAFF at Harrison Township Firefighters Association, 27061 Crocker Boulevard, Harrison Township, Michigan 48045.

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

Date: February 27, 1996

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

HARRISON TOWNSHIP FIREFIGHTERS
ASSOCIATION, LOCAL #1737
I.A.F.F., AFL-CIO

By: Frank Share

Frank Share

Its: President

By: Edward Elliott

Edward Elliott

Its: Vice President

By: Warren Castor

Warren Castor

Its: Treasurer

By: David Barnes

David Barnes

Its: Secretary

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN,
A MUNICIPAL CORPORATION

By: Pamela A. Weeks

Pamela A. Weeks

Its: Supervisor

By: Kathleen M. Lyon

Kathleen M. Lyon

Its: Clerk

By: Patricia D. Switzer

Patricia D. Switzer

Its: Treasurer

LETTER OF UNDERSTANDING

EFFECTIVE FEBRUARY 27, 1996

This Letter of Understanding between Local #1737 International Association of Firefighters and the Charter Township of Harrison, entered into the 27th Day of February, 1996, shall be made part of the Collective Bargaining Agreement for the period January 1, 1995 through December 31, 1996 only and attached thereto.

1. Article 20. The requirement of having an AEMT certification for promotion to Captain will be waived for Lieutenant David Barnes. However, Lieutenant David Barnes will be required to have an EMT certification.
2. Article 14. The Township shall make a reasonable attempt to maintain an ALS response capability at all times.
3. During the period of sixty (60) days of the above effective date, members of Local #1737 working for the Charter Township of Harrison may retire at full pensions under the following terms and conditions:
 - a. The multiplier as indicated in Article 37, Section 1(a) shall be 2.8%.
 - b. The member has twenty (20) years of active full time service with the Township Fire Department.

At the expiration of the sixtieth day from the date of this Letter of Understanding the terms and conditions of Article 37 will revert to the language as contained in the contract dated January 1, 1993 through December 31, 1994 with the addition of Article 37, Section 3A.

HARRISON TOWNSHIP FIREFIGHTERS
ASSOCIATION, LOCAL #1737
I.A.F.F., AFL-CIO

By: Frank Share
Frank Share
Its: President

By: Edward Elliott
Edward Elliott
Its: Vice President

By: Warren Castor
Warren Castor
Its: Treasurer

By: David Barnes
David Barnes
Its: Secretary

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN,
A MUNICIPAL CORPORATION

By: Pamela A. Weeks
Pamela A. Weeks
Its: Supervisor

By: Kathleen M. Lyon
Kathleen M. Lyon
Its: Clerk

By: Patricia D. Switzer
Patricia D. Switzer
Its: Treasurer

LETTER OF UNDERSTANDING
EFFECTIVE FEBRUARY 27, 1996

This Letter of Understanding between Local #1737 International Association of Firefighters and the Charter Township of Harrison, entered into the 27th Day of February, 1996, shall be made part of the Collective Bargaining Agreement for the period January 1, 1995 through December 31, 1996 only and attached thereto.

It is the desire of both the Union and the Township that promotions be made from within the ranks of our current employees.

Any temporary reduction of the Officer staffing as indicated in Article 14, Section 3.a.1. is permitted when due to the promotional process indicated in Article 20 of the Agreement indicated above. The Union concedes that in the event of retirement of the forty (40) hour personnel, that additional time would be required for their replacement.


The promotionability of the members of the Union will be determined by the Civil Service Commission as defined in Article 20 of the Collective Bargaining Agreement as modified and amended by the following:

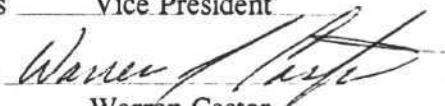
1. The temporary promotion ninety (90) day limit shall be waived during the term of this contract.
2. Candidates for promotion shall have until December 31, 1996 to fulfill the educational requirements indicated in Article 20 and shall serve in a temporary capacity until the requirements are fulfilled. Candidates who have not successfully completed the educational requirements by the above indicated date shall be returned to their former position.
3. In the eventuality there are insufficient candidates to fill the position of Sergeant, the time in service requirement may be amended during the term of this Agreement to three (3) calendar years in service with the Harrison Township Fire Department.
4. The requirements of the University four year degree for Assistant Chief shall be modified to read an Associates degree shall be required with the additional requirement that the individual so promoted shall have attained a four year university degree within three (3) calendar years or forfeit the promotion..

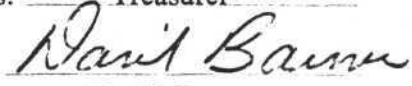
The Union waives its right to file a grievance under Article 6 of this Agreement based on promotions or promotionability of any member of the Union under Articles 14 and 20 of this Agreement except when the number of officers is reduced by a direct action of the Board of Trustees of the Charter Township of Harrison.

HARRISON TOWNSHIP FIREFIGHTERS
ASSOCIATION, LOCAL #1737
I.A.F.F., AFL-CIO

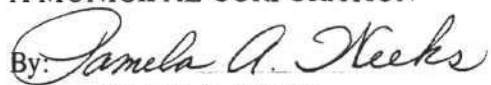
By: 
Frank Share
Its: President

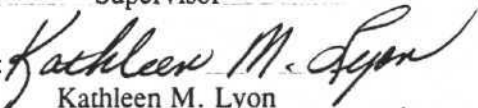
By: 
Edward Elliott
Its: Vice President

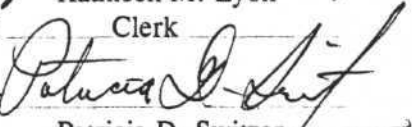
By: 
Warren Castor
Its: Treasurer

By: 
David Barnes
Its: Secretary

CHARTER TOWNSHIP OF HARRISON
MACOMB COUNTY, MICHIGAN,
A MUNICIPAL CORPORATION

By: 
Pamela A. Weeks
Its: Supervisor

By: 
Kathleen M. Lyon
Its: Clerk

By: 
Patricia D. Switzer
Its: Treasurer

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