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A G R E E M E N T

Between

BROWNSTOWN CHARTER TOWNSHIP
BOARD OF TRUSTEES

And

THE INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, UAW and its LOCAL NO. 157
BROWNSTOWN FIREFIGHTERS

Brownstown, Township

Effective December 28, 1992

Expires December 31, 1995

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A G R E E M E N T

PURPOSE AND INTENT

THIS AGREEMENT is entered into this 28th day of December, 1992, by and between the BROWNSTOWN CHARTER TOWNSHIP BOARD OF TRUSTEES (located at 21313 Telegraph Road), hereinafter referred to as the "Township" or "Employer" and THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, and its LOCAL NO. 157, BROWNSTOWN FIREFIGHTERS, hereinafter collectively referred to as the "Union."

WHEREAS, the general purpose of this Agreement is to set forth the terms and conditions of employment;

WHEREAS, it is the desire of the parties to promote orderly and peaceful labor relations and to provide procedures for the orderly resolution of complaints;

WHEREAS, the parties recognize the Township has obligations to the citizens and taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - RECOGNITION

SECTION 1. The Township hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America as the exclusive bargaining agent to the extent required under Act 379 of the Public Acts of 1965, as amended, for a unit consisting of all Firefighters employed by the Township, which unit is certified by the Michigan Employment Relations Commission in Case No. R91 J229, and excluding chief, deputy chief, assistant chief, battalion chief, fire inspector and all other employees.

SECTION 2. For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section 1.

SECTION 3. "Township" shall include elected or appointed officials of the Charter Township of Brownstown.

SECTION 4. The Township agrees not to negotiate with any other labor organization other than the Union with respect to the employees in the unit defined in Section 1 above.

ARTICLE II - UNION SECURITY AND CHECK-OFF

SECTION 1. Agency Shop - Pay Deduction.

- A. All employees in the bargaining unit shall, on the thirtieth (30th) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:
- (1) Become members of the Union; or
 - (2) Pay to the Union an amount of money equal to the Union monthly dues.
- B. In the event that an employee covered by Section (A) above does not join the Union or tender his/her service fee to the Union, through a voluntary deduction authorized, as provided below, on the thirtieth (30th) day as required, such employee shall be terminated within thirty (30) days from the date of request from the Union for termination; provided the Union has complied with the following:
- (1) Fulfilled its obligations by sending written notice to the employee that he/she has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the Township Board.
 - (2) Fulfillment of its responsibilities by sending written notice to the employee (copy to the Township Board) that he/she has not fulfilled his/her obligations by the requisite date and that a request for his/her termination was being made to the Township Board.
 - (3) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations; that it is an official request of the Union, and that the "save harmless" clause shall be put into effect.

SECTION 2. Authorization Card Availability. Union authorization cards shall be made available to new employees by the Township as part of the hiring-in process, together with a form of notification to new employees of immediate requirements having to do with Union membership pursuant to this Collective Bargaining Agreement. The Union authorization cards, when signed, are to be promptly delivered to the Chief Steward of the Local Union.

SECTION 3. Names of Employees. Immediately after the effective date of this Agreement, the Township shall furnish a list to the Union of all employees covered by this Agreement and shall thereafter notify the Union of any additions or deletions to said list within thirty (30) days thereof.

SECTION 4. Check-Off. The Township will deduct from the pay of employees who execute a valid authorization, the regular periodic Union dues (and applicable initiation fee for anyone joining the Union), and/or service charge of Local Union No. 157, UAW; provided, however, that the Union presents to the Employer authorizations signed by such employees, allowing such deductions and payment to the Local Union. The Union will notify the Township in writing of any past dues or initiation fees before the deduction is made. All deductions shall be made from the quarterly paychecks received by the employees. A check for all sums deducted under this Section shall be forwarded to the Financial Secretary of the Local Union no later than the twenty-fifth (25th) of said month in which the quarterly check is received.

SECTION 5. Check-Off Schedule. The Township, on its own form will furnish the Financial Secretary of the Local Union, a schedule of names and amounts of deductions from each employee when it submits the quarterly dues to the Union. Included in the form will be any additions or deletions.

SECTION 6. Check-Off Authorization. During the term of this Agreement, the Check-Off Authorization and Membership Form supplied by the Local Union shall be used for the purpose of dues and initiation fees.

SECTION 7. Authorization for Amounts. Each employee and the Union hereby authorize the Township to rely upon and to honor certifications by the Financial Secretary of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

SECTION 8. Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of the Article.

SECTION 9. The Chief Steward or his/her designee, along with the Station Captain, will be given the opportunity to meet with newly-hired employees.

ARTICLE III - REPRESENTATION

SECTION 1. The Township recognizes the right of its employees to elect a five (5) person Committee for purposes of representation, one of whom shall be designated as the Chief Steward. At least one (1) member shall be elected from each of the four fire stations. The Union shall designate alternates for each steward to act in the absence of the steward.

SECTION 2. The Township shall not recognize a Committee member until his/her name and position has been certified in writing by the Union to the Township.

SECTION 3. Grievances shall be processed at a time so as not to interfere with the normal operations of the Department. Grievances shall be reduced to writing at Step Two during non-working hours.

SECTION 4. The Chief Steward (or designee) shall reserve the right to call for assistance from the Regional Representative and/or Local staff, provided if the Regional Representative or Local staff is to be present during a grievance hearing or meeting with the Township, the Township shall be so notified as far in advance as possible.

ARTICLE IV - RULES AND DISCIPLINE

SECTION 1. The Township may adopt, revise, and amend reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties, and rules of conduct for the employees to follow. All new or amended rules will be posted five (5) days prior to their effective date. A draft copy of the new or amended rule shall be submitted to the Chief Steward five (5) days prior to the posting.

SECTION 2. No seniority employee shall be disciplined or discharged except for just cause. Cause for disciplinary action shall include, but not be limited to, failure to observe Departmental or Township rules, falsification of records, and failure to perform assigned duties. Employees disciplined or suspended, or discharged shall have the right to file a written grievance at Step Two of the Grievance Procedure within five (5) days of the action.

SECTION 3. Under normal circumstances, prior to taking disciplinary action against an employee, the employee shall have the opportunity to state his/her position and answer the charges against him/her. In any such meeting, the employee may request the presence of a Union Steward.

Copies of notices of disciplinary suspension and discharges shall be given to the employee and the Union Steward. If the Steward is not present in the meeting, the Union shall receive a copy of the notice within two (2) days.

SECTION 4. If an employee is suspended as a result of abnormal circumstances, the employee will be afforded the provisions of Section 3 within five (5) calendar days of the suspension. The Chief Steward may be present for discharges and serious discipline.

ARTICLE V - NEW OR CHANGED JOBS

SECTION 1. When a new job is to be placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is to be changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. If the Union wishes to discuss the new or changed job prior to its implementation, it shall file a written request for a meeting with the Chief within three (3) days of such notification. The meeting shall be held within five (5) days following the request. The Township will, after written notice to the Union, or after the meeting, if a meeting is requested, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Township to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period. If no rate is agreed upon, the Union may, within ten (10) days following the meeting, file a written grievance at Step Two of the Grievance Procedure.

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1. A "grievance" shall constitute a dispute concerning the interpretation, application or claimed violation of any Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure:

SECTION 2. Step One. If an employee feels he/she has a problem, he/she shall first discuss the problem informally with the Captain (or next ranking officer in the Captain's absence) of his/her station. The

employee may call a Steward. If the employee believes the problem constitutes a grievance, the matter shall, after the discussion with the Captain (or next ranking officer in the Captain's absence), be reduced to writing and presented to the Fire Chief or his/her designee, as provided in Section 2 below.

Step Two. A Union Representative shall reduce the grievance to writing on a mutually agreed-upon grievance form (and attached hereto), and present the grievance to the Fire Chief, or his/her designated representative. Said written grievance must be filed in writing at Step Two within ten (10) business days of the time the grievance arises. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed by the employee. The Chief or his/her designated representative shall arrange a meeting between representatives of the Department, the Chief Steward and a Union Steward (and the Grievant, if deemed necessary). If not resolved, the Chief shall answer the grievance in writing no later than ten (10) business days after the meeting with a copy to the Union.

Step Three. If the grievance is not resolved in Step Two, the Union shall, within ten (10) business days after the answer in Step Two, submit a written appeal and request to the Township Supervisor for a meeting between no more than two Local Union Representatives, a Representative from the Region (if requested by the Union), and the Grievant (if deemed necessary), and representatives of the Township (including a Representative from the Command Officers) in an attempt to resolve the grievance. The meeting shall take place within ten (10) business days from the date the request is received. Additional time may be allowed by mutual written agreement of the Township and the Union. The Township Board or its designated representative shall answer the grievance within ten (10) business days of the Step Three meeting.

Step Four. If the grievance is not resolved in Step Three, the Union may, within thirty (30) days after the meeting in Step 3, unless otherwise extended by mutual written agreement, submit the grievance to arbitration in accordance with the following procedure.

- A. Arbitration shall be invoked by written notice to the Township Supervisor of intention to arbitrate within the above period. The written notice shall include the article(s) and section(s) alleged to be violated and the relief requested. The Union shall file a Demand for Arbitration with the American Arbitration Association within ten (10) days following the notice to arbitrate and the arbitrator shall be appointed under its rules and procedures.
- B. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- C. Powers of the Arbitrator. It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
- 1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or commendation on its merits. There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the Township.

SECTION 3. The parties mutually agree that prompt resolution of grievances at the lowest possible step is beneficial and that the time limits are maximum periods which may only be extended by mutual written agreement of the parties. Grievances not reduced to writing or processed within the time limits shall be deemed waived or abandoned. Grievances not answered by the Township within the appropriate time limit shall be automatically referred to the next step, unless it is arbitration.

SECTION 4. The Township shall not be required to pay back wages for any period more than thirty (30) days prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his/her regular rate.
- B. No decision in any one case shall require a retro-active wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

SECTION 5. Any agreement reached between the Township and Union Representative(s) is binding on all employees affected and cannot be changed by any individual.

SECTION 6. Business days for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

ARTICLE VII - NO-STRIKE/NO LOCKOUT CLAUSE

SECTION 1. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of the Township's operations, including sympathy strikes, or slowdown of work.

SECTION 2. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article, subject to the Grievance Procedure of this Agreement as to the issue of whether or not the employee in fact violated the Agreement.

SECTION 3. All Committee persons and officers of the Local who are employees of the Township shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slowdown of work, or work interference of any kind.

SECTION 4. During the life of this Agreement, the Union shall not cause nor permit its members to cause nor shall any members of the Union engage in any strike or restriction of work, or refusal to perform work, because of a labor dispute between the Township and any other labor organization whether or not the other labor organization establishes a picket line.

SECTION 5. The Township agrees not to lockout any employee(s) during the life of this Agreement.

ARTICLE VIII - SENIORITY

SECTION 1. It is understood that employees are subject to a one year probationary period, during which time the Township shall

have the right to terminate said employees for any reason, without regard to the provisions of this Agreement, and no grievance shall arise therefrom. When an employee completes the probationary period, the employee shall be entered on the seniority list and his/her seniority shall date from his/her last permanent date of hire. Seniority for employees hired on the same date shall be determined by the last four digits of the employee's social security number. An employee's last permanent date of hire shall be determined to be the first Monday following obtaining the results of the health/physical exam.

SECTION 2. There shall be no length of service among probationary employees. In the event a probationary employee is laid off, the Township shall have no obligation to rehire him/her, and if he/she is rehired, he/she shall be treated for all purposes as a new employee, provided, however, that any probationary employee who is laid off following successful completion of Firefighter I shall be granted rehire rights based on their last permanent date of hire over new hires or probationaries who have not completed Firefighter I. Such rehired employees shall receive an adjusted seniority date granting credit for previous service if they complete their one-year probation within twenty-four (24) months from their original date of hire.

SECTION 3. Upon the signing of this initial Agreement, the Township and the Union shall initial an up-to-date seniority list. The Township shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within thirty (30) days thereafter; and, if not so requested, the list shall become final. The Township shall continue to furnish the Union with an up-to-date seniority list every six (6) months.

SECTION 4. An employee shall be terminated and lose his/her seniority rights if he/she:

- A. Quits.
- B. Is discharged for just cause and is not reinstated.
- C. Is laid off for a period of thirty-six (36) months or length of his/her service, whichever is less.
- D. Fails to maintain his/her required licenses.
- E. Is absent from three (3) successive meetings or drills without written permission from the Chief or his/her designee.
- F. Retires.

SECTION 5. It shall be the responsibility of each employee to notify the Township, in writing, of any change of address or telephone number immediately upon such change. A copy of the notice shall be given to the employee. The employee's address and telephone number as it appears on the Township's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

SECTION 6. An employee who was permanently transferred to a job outside the bargaining unit prior to the signing of the first Union contract shall retain and accumulate length of service. An employee who is transferred to a job outside the bargaining unit after the signing of this first agreement shall retain and continue to accumulate seniority for an additional period of one (1) year at which time his/her seniority shall be frozen. If any such employee is later transferred back to the bargaining unit by the Township, he/she may exercise his/her accumulated length of service credits in a previously-held rank. This clause shall not be construed to limit the Township's rights to terminate the employee for any reason while assigned to a job outside the bargaining unit.

SECTION 7. Promotions. Whenever a vacancy exists in an officers position within the bargaining unit which the Township intends to fill the following procedure will be followed:

- A. All employees who meet the minimum requirements for the position may apply.
- B. To be eligible for promotion to the position of Captain, an employee must hold the rank of Lieutenant; provided if no one applies, the position shall be open to all applicants eligible for the Lieutenant position.

To be eligible for promotion to the position of Lieutenant, an employee must hold the rank of Sergeant, provided if no one applies, the position shall be open for all applicants eligible for the Sergeant's position. To be eligible for promotion to the position of Sergeant, an employee must have four (4) or more years of seniority in the Brownstown Fire Department and hold a valid EMT License.

All officers must have and maintain a valid EMT License.

- C. The Department will review such factors as ability, qualifications (such as applicable test scores (if any), experience, prior work record, training/education) and Department seniority. In the event ability and qualifications of two or

more employees are deemed equal, the promotion will be given to the employee with the most date-of-entry seniority in the next lowest classification. Written notification will be sent to all candidates after the final selection is made. In the event the Department determines to utilize verbal and/or written tests, the Chief shall meet with the Committee to review the proposed testing procedure to be utilized.

- D. Employees promoted to an officer position shall be subject to a probationary period of six (6) months. The Township shall have the right to transfer said employee back to his/her previous classification at any time during the probationary period.

SECTION 8. Employees shall be laid off according to date-of-entry seniority within the affected classification by station, providing the remaining employees have the ability to perform the available work as set forth herein

- A. In the event an employee is laid off from his/her classification, he/she shall apply his/her date-of-entry seniority in a lower-rated classification (i.e., lower rank) in which he/she has date-of-entry seniority by station, to bump an employee with less date-of-entry seniority, provided he/she has the ability to perform the available work.
- B. For purposes of this Agreement, date-of-entry seniority shall be defined as the date appearing in the Township's records when an employee began working in a given classification, other than on a temporary basis.
- C. Employees shall be recalled according to date-of-entry seniority in reverse order of layoff, provided he/she has the ability to perform the available work.

ARTICLE IX - ANTI-DISCRIMINATION

SECTION 1. It is the policy of the Township and the Union that the provisions of this Agreement shall be applied to all employees covered hereby without regard to race, creed, color, national origin, age, marital status or sex. The ADA will be implemented on a case-by-case basis in compliance with the Act.

SECTION 2. The Township shall not discriminate against any employee because of his/her membership in the Union or acting on behalf of the Union.

SECTION 3. Any alleged violation of this article must be supported by written evidence at Step Two of the Grievance Procedure.

ARTICLE X - BULLETIN BOARD USE

SECTION 1. The Township shall provide the Union with a bulletin board at each station for posting of notices set forth in Section 2 below, provided such notices are initialed by the Chief Steward, or designee. The Union will submit one (1) copy of said notice to the Fire Chief.

SECTION 2. Notices shall adhere to the following guidelines:

- A. Notices of the Union social and recreational events.
- B. Notices of Union elections, appointments, and results thereof.
- C. Notices of Union meetings.
- D. Notices of Union education classes, conferences or conventions.

ARTICLE XI - SPECIAL CONFERENCES

The parties may, by mutual written agreement, arrange special conferences for important matters including matters involving health and safety. Such meetings are to be arranged between the Union and the Township Supervisor or his/her designated representative. Such meeting shall be between representatives of the Township and representatives of the Union. Each party shall have up to three (3) representatives. Arrangements for the matters to be taken up at said meetings shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Such meetings should be scheduled during the normal business hours of the Township unless otherwise agreed. Such a meeting may also be attended by a Regional or Local Representative of the Union, provided the Township is notified of said attendance prior to the meeting.

ARTICLE XII - SAFETY AND WELFARE

SECTION 1. The parties recognize that safety is a mutual concern and a joint responsibility. They also recognize the importance of obtaining input from the bargaining unit employees. The Union shall cooperate with the Township in encouraging enforcement of all safety rules and regulations.

SECTION 2. The employees shall make every effort to use and preserve the devices and equipment provided for their safety.

SECTION 3. An employee shall immediately report any physical injury sustained on duty to his/her immediate supervisor. The employee and his/her immediate supervisor shall make out a report in writing on forms furnished by the Township, shall turn in all available names and addresses of witnesses to any injury and the supervisor shall turn the report in to the Township Clerk.

SECTION 4. It is the duty of the employee and he/she shall immediately or at the end of his/her duties, report all defects of equipment to his/her immediate supervisor. Such report shall be in multiple copies, one copy to be retained by the employee.

SECTION 5. The Firefighters shall have the right to elect a health and safety representative from among seniority employees at each of the four stations. Such health and safety representatives may bring safety matters to the attention of their respective Captain. If the matter is not resolved, it can be reduced to writing as a grievance and filed with the Chief.

SECTION 6. There shall continue to be an EMS Committee which shall include two volunteers from each station. The EMS Committee shall meet on a regular basis. One Union Steward may attend all meetings of the Committee.

SECTION 7. In order to facilitate communications between the parties, time will be set aside from the scheduled officer's meeting on a bi-monthly basis for a meeting between the Chief Steward and Committee Members and the Department Chiefs (and any other designated representatives of the Township or the Union). Said meeting shall take place immediately prior to or at the conclusion of the officer's meeting. A proposed written agenda or topics for discussion shall be exchanged between the Chief and Chief Steward at least one week in advance, unless there is an issue that requires immediate attention. When there are no matters for discussion, the meeting shall be waived. In addition, every other officer's meeting shall be open to all employees in the bargaining unit. At the end of the first year, the parties shall review the above format and determine whether it should be continued.

ARTICLE XIII - LEAVES OF ABSENCE

SECTION 1. The Township may grant a personal leave of absence without pay to bargaining unit employees for a period up to ninety (90) calendar days. A written request for such leave must be submitted to the Chief or his/her designated representative and approved by the Department, in writing. Such leave may be extended for an additional ninety (90) days upon written approval by the Township. Seniority shall accumulate during such leave. Vacations will be handled consistent with present practice.

SECTION 2. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws and regulations.

SECTION 3. A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability, including maternity, shall at the written recommendation of a physician, be granted a health leave of absence, without pay for the duration of said illness or disability up to twenty-four (24) months. A written request for such a leave must be submitted to the Chief within ten (10) days from the start of the disability. Prior to the expiration of the leave, the employee shall notify the Township in writing of his/her intent to return to work accompanied by a written statement from his/her physician certifying the physical and mental fitness of the employee to fulfill his/her duties. Upon expiration of the leave, the employee will be returned to his/her former classification providing his/her date-of-entry seniority in the classification so entitles him/her and he/she can perform the available work. Seniority shall accumulate during such leave.

SECTION 4. An employee who is elected or appointed to a Township, County, State or Federal office shall be granted a leave of absence without pay or benefits for the duration of such term of office. Seniority shall accumulate during such leave.

SECTION 5. An employee who is elected to a full-time Union position or an employee selected as a delegate to a Union Conference or Convention shall be granted a leave of absence without pay or benefits for one year in the first instance and without pay not to exceed two (2) weeks in the second instance, provided no more than two employees shall be on each such leave at any one time and provided written application certifying the position appointed to and the duration of the leave is submitted by the Union at least seven (7) days prior to the requested effective date. The leave for a full-time Union position may be extended for additional periods of one (1) year upon written request. Seniority shall accumulate during said leave up to two (2) years.

SECTION 6. An employee, upon approval of the Chief, may be granted an educational leave of absence for one (1) year, without pay or benefits. Seniority shall accumulate during said leave.

SECTION 7. In cases of leaves for illness or injury compensable under workers' compensation, said leave shall be granted for the duration of the illness or injury up to three (3) years in accordance with the provisions of Section 3 above.

SECTION 8. All leaves shall be in writing signed by the Township and the employee receiving same with a copy to the Chief Steward.

ARTICLE XIV - WAGES AND HOURS

SECTION 1. The hours of work shall be set by the Township provided there shall be no guarantee of the amount of work in any period.

SECTION 2. Eligible Employees shall be placed on an hourly basis when answering fire and/or rescue calls. The hourly rate shall be computed at the following rates:

- A. Twelve dollars (\$12.00) for the first hour or any part thereof and six dollars (\$6.00) for any additional hours over five (5) minutes into the next hour.
- B. The pay shall be computed from the time of the alarm (provided the employee reports within fifteen minutes of the alarm) to the clear time of the station.
- C. Employees responding at or near the termination of the call will not be considered to have answered the call and they will not be listed on the run sheet as having responded to the call.
- D. It shall be the responsibility of the officer in charge of the call to ascertain the clear time and verify the personnel to be paid for the call.
- E. Personnel who must leave a call prior to the clearing of the call, because of work requirements or legitimate personal business, shall be paid for the response time they put in pursuant to Paragraph (A) above. A person having to leave must notify the officer in charge of the scene. If it is determined that the reason for leaving is not a bona fide one, or the person fails to notify the officer in charge that he/she is leaving, the Township reserves the right not to pay the

employee for the run; subject to applicable law. Personnel who report to calls fifteen minutes or more into a call shall be paid only if the Officer in charge approves the pay for that person, and notes the late response on the report.

- F. If a station is in service and another emergency call is received for that station, which that station can respond to, the second call shall, for pay purposes, be considered a continuation of the original call. For a response to be considered as a separate call, for pay purposes, all equipment must be at the station back in service and the station cleared to dispatch.
- G. In the event a call is cancelled, those employees who proceed to the station and remain at the station for the first hour of the call will be paid, provided it is understood that such employees may be assigned duties during such period. It shall be the responsibility of the senior officer who reports to verify the personnel to be paid for the call.

SECTION 3. Employees shall have a copy of their current First Responder and EMT licenses on file with the Department at all times. Employees will submit new or renewed licenses promptly to the Department.

SECTION 4. Effective January 1, 1993, the Township shall pay a yearly officer's stipend (prorated on a monthly basis), as shown below:

<u>Rank</u>	<u>Stipend</u>	<u>Monthly Proration</u>
Captain	\$300	\$25.00
Lieutenant	\$204	\$17.00
Sergeant	\$150	\$12.50

Provided, there shall be no payment of the stipend for any month in which an officer fails to attend the regular officer's meeting.

The stipend shall be paid during the month of December and shall cover the proceeding twelve (12) month period.

SECTION 5. Effective January 1, 1993, the Township will begin to pay \$6.00 per hour for time spent at required training sessions required by the Township and approved by the Chief, such as the quarterly ADT refresher training, annual hose testing, and annual inventory. It is understood that training and/or schooling necessary to obtain the medical first responder and EMT licensure, as well as other state mandated training, such as the

current forty-eight (48) hours of yearly firefighter training are excluded from the \$6.00 per hour provision.

SECTION 6. In the event an employee is subpoenaed to appear on behalf of the Brownstown Township Fire Department, the employee shall receive a stipend of \$100 for each day in which the employee is required to be in court and give testimony.

SECTION 7. In the event a member of the Union Committee is called out while in a meeting with management, the Committee member will be paid for the run.

ARTICLE XV - EMT's

SECTION 1. Employees who have an Emergency Medical Technician (EMT) License or obtain an EMT License shall continue to maintain said license for the duration of their employment. In the event such employee feels he/she is unable to renew the license due to extenuating medical or personal reasons, he/she may petition the department for an exemption.

SECTION 2. All employees must enroll in an employer-approved EMT Program within eighteen (18) months of their employment. The Township shall pay the cost of such program. An employee must successfully complete the program within a period of twelve (12) months or his/her employment shall be discontinued, unless at the end of the twelve (12) months, the employee is near the completion of an EMT Program, in which case the twelve (12) months can be extended by approval from the Chief.

SECTION 3. Upon successful completion of the EMT Training Program, the employees must take the State of Michigan EMT License test at the first available opportunity. If the license test is not successfully passed, a second test must be taken at the next available opportunity.

SECTION 4. In the event an employee fails to pass the State of Michigan EMT License test on the first try, the employee must immediately petition his/her EMT Course Instructor to make application for a Medical First Responder License as authorized by the State of Michigan First Responder Act. Failure to obtain a medical First Responder License within 150 days following results of the first EMT License test shall result in the employee being suspended. Such suspension will remain in effect until the employee either obtains an EMT or Medical First Responder License. If the employee fails to obtain either license within twenty-four (24) months from the date of the suspension, his/her employment shall be terminated.

SECTION 5. All employees are encouraged to obtain their EMT License. In the event that more than twenty-five (25%) percent

of all personnel taking the EMT License test in any twelve (12) month period fail to obtain their license, the parties mutually agree to reopen the EMT Agreement for the sole purpose of discussing whether or not to make an EMT License a condition of continued employment.

SECTION 6. Upon receipt of proof of certification of an EMT License, said proof of which must be provided to the Chief's Office within fourteen (14) days of receipt of such EMT License, the Township will:

- a) Pay the fee charged by the State to take the test for the license;
- b) Provide a one-time only gross lump sum payment of \$300. (Said payment shall only apply to employees who become EMT-certified for the first time on or after the date of ratification of this first Agreement.)
- c) For employee's renewing their EMT License, the Township shall provide a stipend of \$150 each time the license is renewed.

ARTICLE XVI - INSURANCE

SECTION 1. For the duration of this Agreement, the Township agrees to pay the premiums to provide the following:

- A. Group-Life Insurance in the amount of \$15,000. Effective the beginning of the month thirty (30) days following ratification of this Agreement, the amount of Life Insurance shall be increased from \$15,000 to \$20,000.
- B. Employees injured in the course of their employment compensable under Michigan Workers' Compensation shall be provided with compensation benefits as provided under the applicable statute (MCL 418.161). Pursuant to the said statute, members of a volunteer fire department are considered to be receiving the state average weekly wage at the time of injury for the purpose of calculating the weekly rate of compensation provided for under the workers' compensation statute.
- C. A \$250 per week Supplemental Workers' Compensation Disability benefit for 104 weeks with a heart disease or cardiac malfunction rider.

- D. A \$350 per loss physical damage coverage for volunteer firefighters' vehicles for physical damage to an employee's auto while acting in their capacity as a volunteer firefighter on behalf of the Township.
- E. A malpractice and liability insurance policy.

SECTION 2. An eligible employee who enrolls in the group life plan shall become insured upon the first of the month following his/her date of hire. Insurance coverages shall be discontinued the day the employee's services are terminated or when the employee goes on a leave of absence or is laid off.

SECTION 3. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limit, contained in the contracts between the Township and the carrier. Any rebates or refunds on premiums paid by the Township shall accrue to the Township. It is further agreed that the only liability assumed by the Township under this Article is to pay the premiums as provided herein. The Township reserves the right to change carriers or providers and/or to become self-insured.

The Township shall provide the Chief Steward with a copy of the insurance policies outlined in this article. In the event the Township changes carriers or providers, it shall provide comparable benefits and it shall supply the Chief Steward with a copy of the new policy.

With respect to liability insurance, the current benefit level is \$10,000,000. Should the carrier decline to continue to write a \$10,000,000 policy, or shall the cost of said policy escalate by more than ten (10%) percent of the annual premium, the Township reserves the right to reduce the amount of coverage, provided, prior to taking any such action, it shall meet with the Union and review the matter.

The Township will supply an outline or summary description of existing insurances to all firefighters.

SECTION 4. The Township will reimburse an employee for the cost of his/her group health insurance for up to twelve (12) months, in the event the employee, while in the course of his/her employment with the Township, suffers an injury compensable under the Michigan Workers' Compensation Act and his/her group health insurance with his/her regular employer is discontinued as a result of work incurred Township injury.

ARTICLE XVII - MISCELLANEOUS

SECTION 1. The Township shall continue to provide turnout gear for new hires. Following completion of six (6) months of employment, the Township will supply a jump suit, work uniform, badge, name bar and Departmental patch. After one (1) year of seniority, the Department will issue a pair of dress pants and shirt, a spring/fall coat, a winter coat, tie tack and patches. The Township will supply a rescue coat and patches for EMT's and first responders. Employees must turn in all clothing and equipment issued when they terminate their employment with the Township.

SECTION 2. In the event an employee or member of his/her immediate family residing in the employee's home is transported to the Hospital for a medical emergency by the Department, the Township shall waive the transportation fee.

SECTION 3. The Union may schedule its regular Union meetings in the fire station(s), provided such meetings shall not interfere with or disrupt the duties of the employees or the efficient operations of the Department. A request to conduct such a meeting in a fire station shall be made in writing to the Chief at least one (1) week in advance. The Union shall comply with all applicable building use policies. The Township shall also provide a file cabinet for use by the Union.

SECTION 4. The Department shall continue its policy of allowing husbands and wives and members of the immediate family residing in the household to serve together at the same station.

SECTION 5. The Chief Steward will be provided with a copy of any report or study presented to the Township Board involving the long range plans for the Fire Department or recommended changes in the operations of the Department.

SECTION 6. Requests for furnishings in a station shall be brought to the attention of the Station Captain and presented at the monthly officer's meeting.

SECTION 7. Copies of the monthly activity report will be made available to each station steward.

SECTION 8. Counseling services may be made available to employees in the event the employee experiences an extremely traumatic event in the course of his/her employment. A request for such services must be filed with the Chief.

ARTICLE XVIII - MANAGEMENT RIGHTS

The Township on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically, relinquished herein, reserved to and remain vested in the Township, including but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installation; (e) to determine the size of the workforce and increase or decrease its size; (f) to hire, assign, transfer, promote, and layoff employees; (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification, all subject to the provisions of Article VI, New or Changed Jobs; (i) to establish work schedules; (j) to discipline and discharge employees for just cause; (k) to carry out cost and general-improvement programs; (l) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

SECTION 2. Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities, and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Township.

SECTION 3. It is understood that the rights, powers, authority, duties and responsibilities provided in Sections 1 and 2 are limited by the express provisions of this Agreement.

ARTICLE XIX - GENERAL

SECTION 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect

to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 2. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

SECTION 3. If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section or persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. Upon request of either party, the parties shall meet to consider possible changes to replace any Section or Article held to be invalid.

SECTION 4. The Township may require that employees submit to physical and mental tests and examinations by a Township-appointed doctor when such tests and examinations are necessary to maintain a capable work force and employee health and safety, provided, however, that the Township will pay the cost of such tests and examinations. In the event it is necessary to require such test or examination, the Township will notify the employee in writing of the reason for the test and notify the Chief Steward that the test is being required. In the event a difference arises between the parties as to whether the employee is capable of performing his/her job, because the results from the Township-appointed doctor's examination and the employee's doctor examination conflict, the employee shall be examined by a third-party neutral physician from Ford Hospital, Oakwood, or University Hospital in Ann Arbor. The medical opinion of the third physician shall decide such question. Fees and expenses of the third physician shall be paid by the Township.

SECTION 5. All employees covered by this Agreement shall be, as a condition of employment and continued employment, be residents of Brownstown Township.

SECTION 6. While the right of contracting or subcontracting and/or transferring work is vested in the Township Board, it is agreed that in the case of contracting or subcontracting work regularly performed by members of the bargaining unit which would result in a layoff or termination of employment of a seniority employee, the Township will notify the Union in writing. Upon written request from the Union and within two (2) days from receipt of the notice, the Township will meet with the Union to discuss the work in question. Further, no final action shall be taken until the Union has had an opportunity to meet with the Township Board. The decision of the Township Board shall be final.

Command Officers may continue to perform work regularly and customarily performed by the bargaining unit.

In the event a question arises concerning the use of the mutual aide, the Union may request a special conference to review the matter.

SECTION 7. In the event the Township merges and/or combines two or more fire stations, the seniority lists of each station will be combined and the Township will meet with the Union to discuss the impact of the merger/consolidation and other ramifications.

SECTION 8. In the event a bargaining unit officer changes his/her residence which places him/her in another station area, he/she shall maintain his/her rank if the Township elects to maintain an additional officer. Said officer shall acquire a new date-of-entry seniority to the new station.

ARTICLE XX - DURATION

SECTION 1. The provisions of this Agreement shall be effective as of December 28, 1992 (the date of ratification by the Township), and shall continue to remain in full force and effect, to and including December 31, 1995, and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to December 31, 1995, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment or unless the parties mutually agree to extend the agreement while they continue negotiations.

IN WITNESS WHEREOF, the Union and the Township have caused this Agreement to be executed in their names by their duly authorized representatives on the day and year first above written.

BROWNSTOWN TOWNSHIP

UNITED AUTO WORKERS

By:

W.C. Ball
[Signature]
Larry D. Hanson
James Stewart
Harry W. Kuntel

By:

James Mac Bride
Chris Higgins
Charles Swathes
Charles A. Hodge
Bob King
Alan Shields
BILL THRASHER