

3/31/95

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CHARTER TOWNSHIP OF CLINTON

-AND-

LOCAL 1381 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
(CLINTON TOWNSHIP FIRE FIGHTERS ASSOCIATION, AFL-CIO
LOCAL 1381, IAFF)

April 1, 1993 - March 31, 1995

Clinton Township

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FIREFIGHTER'S UNION CONTRACT 1993 - 1995
PREAMBLE

THIS AGREEMENT entered into this _____ day of _____ 1993, between the CHARTER TOWNSHIP of CLINTON, and LOCAL 1381 of the INTERNATIONAL ASSOCIATION of FIRE FIGHTERS, hereinafter referred to as the UNION.

WITNESSETH:

WHEREAS, the parties hereto have negotiated a collective bargaining agreement and now desire to reflect all the terms and conditions of such agreement in this instrument which terms and conditions are as provided hereinafter.

NOW THEREFORE, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE I

GENERAL PROVISIONS

Section 1. Purpose

The parties hereto enter into this Agreement pursuant to the authority granted by Act 336, of the State of Michigan, 1947, as amended, and also as such Act is amended by Act 379 of the State of Michigan, 1965, as amended, to incorporate in this formal written collective bargaining agreement all the terms and conditions of employment for the Clinton Township Fire Department employees covered hereby which have heretofore been negotiated between the parties hereto.

Section 2. Definitions

(a) TOWNSHIP shall mean the Charter Township of Clinton, County of Macomb, State of Michigan, and its duly elected or appointed representatives.

(b) UNION shall mean LOCAL 1381 of the International Association of Fire Fighters (also known as the Clinton Township Fire Fighters Association, AFL-CIO) and its duly elected or appointed officers or representatives.

(c) EMPLOYEE shall mean all members of the Clinton Township Fire Department, except the Chief and/or the Deputy Chief.

1. Staff Employee shall mean all members of the Clinton Township Fire Department who are not customarily or usually engaged in fire suppression work. In dire emergencies a Staff Employee may be used for fire suppression work. A Staff Employee shall not be counted for safety minimum manpower purposes.

2. Line Employee shall mean all fire fighting members who are engaged in fire suppression.

(d) FIRE LIAISON OFFICER shall mean such person as may be appointed by the Township Board to coordinate the administration of the Fire Department as it relates to the implementing of the policies of the Board.

(e) CIVIL DISORDER shall mean any occurrence arising out of or directly connected with a voluntary act of aggression upon the citizens and/or property of the Township, County, State, or Nation wherein violence and destruction are enacted.

(f) KELLY shall mean the Seventy-Two (72) hour period each employee has off.

(g) CALL shall mean the responding to a fire or emergency.

(h) FUNERAL shall mean that period of time from death to burial that is normally incurred coincidental to the religious beliefs of the deceased.

(i) In the construction of the words used in this Agreement, whenever the singular is used, it shall include the plural and masculine and feminine genders shall include one another.

Section 3. Recognition of Union

The TOWNSHIP hereby recognizes the Union as the sole and exclusive bargaining representative of all full time Employees of the Clinton Township Fire Department.

Section 4. Duration of Contract

This agreement shall be effective at 12:01 A.M. on April 1, 1993 with respect to hours, wages and working conditions subject to the provisions contained in Schedule "A" and "B" incorporated herein and shall expire at 11:59 P.M. on March 31, 1995. The parties hereto mutually agree to undertake negotiations for any change of wages or fringe benefits or for the new Agreement after the expiration of this contract commencing ninety (90) days prior to the expiration of any of the terms herein mentioned and in the event that such negotiations extend beyond the expiration date of this agreement all work performed shall be governed by this Agreement until a new collective bargaining agreement is entered into.

Section 5. Union Business

(a) One (1) officer or duly elected or appointed representative of the Union shall be afforded time during regular working hours, without loss of pay, to fulfill their Union responsibilities, to include administration and enforcement of this agreement and the processing of grievances not to exceed two (2) hours in any Twenty-Four (24) hour shift for Line Employees, and not to exceed two and one half (2 1/2) hours in any work week for a Staff Employee.

The duly elected officers of the Union shall be allowed to attend local Union meetings while they are on duty, provided the officers are replaced from another

station without a loss of manpower and at no cost to the Township, but such leave shall not exceed a period of four (4) hours.

During contract negotiations, the four (4) hour limitation provisions shall not apply for meetings called by the Township or meetings agreed to by the Township for the purpose of negotiating this contract.

(b) Union Sponsored Activities

1. Two (2) duly elected delegates shall be allowed time off without loss of pay to attend the Michigan and International Fire Fighters Convention, however, this time shall be allowed as reasonably required, but in no event shall it exceed seven (7) consecutive calendar days per delegate.

2. Two (2) duly elected or appointed Union representatives shall be allowed time off, without loss of pay, to attend Union sponsored schools and work seminars, not to exceed in any one (1) calendar year seven (7) calendar days with approval of the Chief. Such approval shall not be unreasonably withheld. Such days shall not be deducted from vacation or sick days.

(c) Union Meetings

The Union may conduct Union meetings on Fire Department premises, provided that all such meetings shall commence not earlier than 7:00 P.M., and shall be limited to not more than two (2) meetings per week and a maximum of four (4) meetings per month. Each meeting shall be scheduled and conducted in a manner so as not to disrupt or otherwise interfere with the duties of the Employees and the operation of the Department. Extra meetings shall be allowed with the approval of the Fire Chief.

(d) Bulletin Boards

The Township shall provide one (1) bulletin board at each Fire Station for the exclusive use of the Union in posting notices which shall not include any written material of a political nature. Any and all matters posted shall be signed by an officer of the Union and in the absence of such signature may be removed by the Township. Such bulletin boards shall be identified with the name of the Union and the Union may designate such of its members as it may desire to be responsible for the maintenance and posting of materials thereon. Said bulletin board shall be afforded space in the dayroom of each station.

(e) Bresser's Cross Reference

The Township shall provide for the watch room at Headquarters Fire Station a current copy of "Bresser's" telephone cross reference book.

Section 6. Union Security or Agency Shop

As a condition of employment, all Employees shall sign a written authorization with the Township to have deducted from wages and paid to the Union a sum equal to the Employee's fair proportion of cost of negotiation, execution, administration and enforcement of this Agreement and its terms.

It is agreed that a fair proportionate share of the aforesaid cost is equal to the regular monthly membership dues as shall from time to time be promulgated by the Union membership and published by its officers.

Any Employee refusing to authorize such cost deduction, by the Township shall be subject to dismissal within thirty (30) days from the first day of employment without written authorization. Existing Employees at the date of execution of this Agreement who have not previously signed such authorizations

shall be subject to dismissal at the discretion of the Township Board upon refusal to so authorize within thirty (30) days of the execution of this Agreement.

Section 7. Exclusive Collective Bargaining Agreement

The Township shall not enter into any collective bargaining Agreement with an Employee or with any other collective bargaining organization which in any way conflicts with the provisions hereof during the terms of this Agreement.

Employees of the Fire Department of the Township shall continue to perform, and no other persons other than employees of the Fire Department of the Township shall perform, work normally and customarily performed by employees of the Fire Department of the Township, except this provision shall not apply to volunteer firemen. The number of volunteers (nine) presently with the Department may be maintained, but not increased.

This restriction on the performance of bargaining unit work by persons other than those employed within this collective bargaining unit shall commence upon the execution of this Agreement and shall continue in full force and effect.

Section 8. Dues and Fair Share Payments Payroll Deduction

The Township shall deduct Union dues or Fair Share Payments from each bi-weekly paycheck (member's monthly dues x 12 / 26 = bi-weekly amount), for each Employee from whom it receives written authorization to do so. Such dues or Fair Share Payments shall be forwarded to the Union's financial officer not later than Ten (10) days after such deductions are made.

Section 9. Leaves of Absence

(a) EDUCATIONAL LEAVES: Leaves of absence shall be granted an Employee to attend a recognized college, university or trade school full-time, provided the course of instruction is related to the Employee's employment opportunity with the Township. Before receiving such leaves or extensions thereof, the Employee shall submit to the Township satisfactory evidence that the school has accepted the Employee as a student and on the expiration of each semester or term shall submit proof of attendance during such term not to exceed two (2) Employees at any given time. However, when the Township can show compelling or emergency reason why the leave should not be granted, then the Township may withhold the leave of absence grant.

(b) GENERAL LEAVES: Leaves of absence for a reasonable period of time, not to exceed one (1) year, may be given without loss of rank or seniority, with approval and permission of the Township Board, for good cause shown, such as illness in the immediate family, jury duty or appointed public office. Such leaves may be extended for cause. Immediate family shall mean spouse and/or children or in the case of an estate settlement, father or mother of Employee or spouse.

(c) MILITARY LEAVE: Military leave will be granted any Employee upon entering the Armed Forces of the United States for one (1) enlistment not to exceed four (4) years or by virtue of being drafted. Upon release from active duty, said Employee shall be rehired upon the following terms:

1. Said Employee must have been separated from active service by means of an Honorable Discharge and shall not have been in said service for a period exceeding the four (4) years above mentioned whether drafted or otherwise.

2. Said Employee must request a rehire within Sixty (60) days from the date of discharge and the rehiring shall be effective within Sixty (60) days of application if Employee meets all other requirements of this paragraph.

3. Prior to rehire, the said Employee must successfully pass the required physical examination.

Where any aforementioned Employee has upon release from active duty been assigned to military reserve necessitating active participation in said Reserves, or by virtue of any National Guard status, then said Employee will be given the required time off to attend annual active duty training, monthly meetings and emergency activation if needed. Such Employees shall receive their salary provided they make up the number of work days missed while at camp; or taking the training required, provided however that at the election of the Employee if desired, they may return to the Township the money received from military duty and shall then receive full pay for the number of work days missed from the Township without having to make up said days provided the training does not exceed two (2) calendar weeks in any one (1) calendar year. Provided, further, that no Employee presently in the employ of the Township who is governed by this Agreement shall unilaterally enter into the Armed Forces of the United States or the National Guard service after the effective date of this Agreement and any such action by an Employee unilaterally shall not entitle them to the benefits above described.

In no event shall the above limitations apply to existing Employees who are presently under Military obligation either active, reserves or National Guard, nor shall such limitation have any effect on any new Employee who enters the Fire Department under any similar military obligation.

(d) REHIRE: Employees taking a leave of absence for any reason listed in Section 9,(a) or (c), will retain rank and seniority and will be rehired upon return according to the conditions therein stated. Prior to rehire, the said Employee must submit to and successfully pass a required reasonable physical examination after any extended leave of absence.

(e) FUNERAL LEAVE: When death occurs in the Employee's immediate family (i.e. spouse, parent, step-parent, grandparent, parent or step-parent of spouse, child, step-child, brother or sister) that Employee shall be excused for not more than two (2) normally scheduled working days immediately following the date of death (when circumstances allow) provided they attend the funeral. One (1) scheduled working day shall be allowed an Employee for the purpose of attending the funeral of any other relative not mentioned above. An additional two (2) work days shall be afforded to the Employee in case death occurs out of the State. These days shall be allowed without loss of pay and are not to be deducted from sick or vacation leave time.

(f) FUNERAL LEAVE FOR STAFF EMPLOYEES: When death occurs in the Employee's immediate family (i.e. spouse, parent, grandparent, parent of spouse, child, brother or sister) that Employee shall be excused, when required, for not more than three (3) normally scheduled working days; two (2) normally scheduled working days for in-laws and step relationships and one (1) scheduled working day shall be allowed an Employee for the purpose of attending the funeral of any other relative not mentioned above.

Section 10. Personal Business Days

Each full-time Employee shall be entitled to two (2) personal business days per year which shall not be deducted from sick leave and the parties agree the

interpretation for establishing the year will be based on the anniversary of appointment date in each case. Each Employee shall be entitled to take said personal business time off in increments of a minimum of four (4) hours.

If there are only five (5) officers on duty, one (1) officer will be allowed to take personal business time with the upgrade of a senior fire fighter.

In the event that Employees do not utilize their personal business days because of manpower requirements then and in that event those said personal days will be waived, and the Township shall pay such Employees three-quarters of one day's pay for each of the waived personal days. Payment shall be made in the first pay period following the Employee's anniversary date.

Section 11. Long Distance Telephone Calls

Any and all long distance calls made on telephones provided for use by Employees shall be logged with time, place called and length of call and number. Bills caused by these calls shall be paid by the Employee responsible for call. This is not intended to remove the Employee's right to call home once each day to check on safety and welfare of their family.

Section 12. Management Rights

The Township, on its own behalf and on behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and/or the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township and the adoption of such rules, regulations and policies as the Township may deem necessary shall be limited only by this agreement, subject only to the condition

that, except as modified in the collective bargaining agreement, all conditions of employment, as they existed on March 21, 1980, shall remain in full force and effect and no recognized practice or arbitral award defining rights and benefits shall be construed to be modified, except as specifically modified by the terms and conditions of a written agreement between the parties.

ARTICLE II

WORKING CONDITIONS AND SCHEDULE

Section 1. Maintenance of Equipment, Building and Grounds

(a) (1) Any major repairs on vehicles requiring the knowledge of a mechanic shall not be done by the Employees, unless a qualified mechanic is hired into the Department.

(2) All fire department vehicles must be inspected at least once each four (4) months. This is not to preclude more frequent inspection or care if shown to be necessary. This shall be done by a State certified mechanic of the Township's choosing. The inspections of each vehicle shall include at a minimum, by way of illustration and not limitation, visual and/or mechanical inspection necessary of the engine, steering mechanisms, brake system, lights, tires, hydraulic equipment, gears, gauges, transmission, ladders and exhaust system. A report of the mechanic will be given to the Union.

(b) BUILDINGS: The Employee's duties shall consist of keeping the quarters of all fire department vehicles clean along with all other work directly connected with fire fighting. In addition, the Employees agree to paint living quarters only not more than once each calendar year. Heavy maintenance work which requires special skill, including by way of illustration, but not limited to, carpentry work, plumbing, or electrical work, wall washing and painting shall not

be required. Employees shall not be required to work on the outside of buildings or on the grounds other than for window washing, cutting grass, and other types of work directly related to fire fighting.

(c) **GROUNDS:** Approaches will be kept clean and free of interference as much as possible. Snow shall be removed from the front of truck doors, sidewalks and parking area by mechanical means. Grass will be cut by Employees provided a power mower (riding mower at Garfield Station and Headquarters Station) is available. Shrubs and the ground around them will be maintained by the Employees as needed.

(d) **HYDRANT INSPECTION:** Fire Department personnel shall be responsible for testing and inspection of all fire hydrants located within the Township. Hydrant testing and inspection shall be conducted in the spring. Testing shall include flow testing and recording, checking for leaking valve stems and physical damage. All problem hydrants shall be turned over to the proper department for correction.

Section 2. Shift Hours and Maximum Work Week

The work day shall begin at 8:00 A.M. and continue for Twenty-Four (24) hours to 8:00 A.M. of the following day. The work shift shall be scheduled on a two (2) platoon system to provide the following arrangement for each Employee:

Work Twenty-Four (24) Hours

Off Twenty-Four (24) Hours

Work Twenty-Four (24) Hours

Off Seventy-Two (72) Hours

The maximum work week shall be as prescribed by Act 125 of the Michigan Public Acts of 1925, as amended by Act 115 of the Michigan Public Acts of 1965, during the term of this Agreement. Provided, however, the limitations on the work week imposed by said Acts shall not apply in cases of public necessity arising from great conflagration, riot, flood, epidemic of pestilence or disease or, for disciplinary measures.

For Staff Employees hours of work will be forty (40) hours per week, eight (8) hours per day with one (1) hour off for lunch. Scheduling of daily hours will be consistent with those presently worked by the Chief and Deputy Chief of Department, i.e., 0800 hours to 1600 hours or 0900 hours to 1700 hours.

Section 3. Safety-Minimum Manning Standards

(a) Pursuant to the stipulation of the parties during the Act 312 proceedings and the further negotiations between the parties to arrive at a collective bargaining agreement, the following language was adopted:

We find that a response of less than Three (3) Employees and a pumper is an unacceptable level of initial response to a building fire. It causes an unreasonable risk both to the fire fighter and the occupant.

We therefore conclude that meeting this need is of paramount importance and to that end contract language shall provide manning of the stations within the following guidelines, as a minimum except as otherwise provided.

In addition, pursuant to past practice and Department Directive #007-A dated July 19, 1990 and the negotiations between the parties minimum manpower shall be maintained as follows:

Commencing no later than November 20, 1993, minimum safety staffing for 24-hour personnel per shift shall be not less than 20 fire fighters in fire suppression, 5 of whom shall be officers. One of the five officers shall constitute an additional officer at Station #4.

A minimum of 2 fire fighters shall be assigned per rig.

If have 22 or more 24-hour personnel on duty, minimum assignments shall be as follows:

3 per pumper
2 per rescue squad
2 per ladder truck (except if
responding outside the Township,
then 4 per ladder truck)
2 per rig, otherwise

1 shift commander per shift
1 dispatcher per shift

Initial response to building fires shall meet the standard of three (3) fire fighters and a pumper.

Vacations: No more than five percent (5%) of line Employees shall be on vacation at any one time.

No personal leave days need be granted if such a grant would defeat the above manning provision.

One-Day Vacations shall be allowed on request in accordance with the present method of scheduling, provided that no more than Five percent (5%) of the line employees need be granted vacation on any day.

Section 4. Employee Time Trading

Employees may voluntarily trade work or sick leave days between themselves, provided that any such trade shall receive prior approval of the Chief, Deputy Chief, or in his absence, the officer designated by the Chief as next in charge, provided requests for time trading commencing Saturday or Sunday shall be made no later than 12:00 noon the preceding Friday, except in the event of an emergency.

Section 5. Relief

When Employees are at a fire at the duty changing hour and they are needed at the scene, then they shall receive time and one-half (1-1/2) pay until such time as they are relieved.

Section 6. Kelly Change

Employees required to change their Kelly shall do so without any loss to the Employee.

Section 7. Laundry and Linen Provisions

The Township shall provide the necessary service to launder all the linens and/or blankets that are reasonably necessary for the Employees needs.

Section 8. Recreational Equipment Budget

(a) Effective April 1, 1993 the Township shall allocate One Hundred Fifty (\$150.00) Dollars per station per contract year for recreational equipment, supplies, and repairs to same for the fire department and such equipment. supplies, and repairs to same shall be purchased and arranged by the UNION with a check issued by the TOWNSHIP and the UNION shall give copies of related invoices or receipts of such purchases or repairs to the accounting department in the month of March of every year. Monies not spent will be carried over by the Township at written request of the Union.

(b) Employees shall be allowed time, after all scheduled work is completed, to care for their personal vehicles. Such care should be done outside of any Township Building and should not interfere with Employees fire fighting duties.

Provided, however, that Employees shall not use Employer's materials and any injuries sustained while working on a personal vehicle shall be considered the responsibility of the individual Employee.

ARTICLE III
EMPLOYEE COMPENSATION

Section 1. Salary

(a) Each Employee shall receive a salary during the term of this Agreement in accordance with Schedule "A", SALARY SCHEDULE, incorporated herein by reference.

(b) The salary as set forth above shall be payable on Friday of each second week for the previous two (2) weeks worked. Each Employee's paycheck stub shall reflect, in all areas designated for same, any and all monies earned and paid. Determination shall be made as to Employee's hourly rate, overtime worked, and amount paid for same, pay for acting rank and amount paid for same, etc..

Section 2. Overtime and Callback

(a) Off-duty Employees who are called to respond to an emergency situation shall be paid at the rate of time and one-half for a minimum of Two (2) hours. In the event an Employee is required to work beyond Two (2) hours on one call, the rate of time and one-half shall prevail for the remaining hours or any part thereof worked. On-duty Employees who are required to work beyond 0800 hours (8:00 A.M.) to fill out reports shall be paid at the rate of time and one-half of the Employee's regular wage rate. Said on-duty Employees shall complete a report for any such time immediately thereafter.

(b) The call shall start from the time the Employee is contacted and responds affirmatively until the equipment is back in service, upon discretion of

the officer in charge, provided, however, that with relief the Employee can be sent home and the call terminated.

(c) Time and one-half shall be paid for every hour worked in excess of the regular work schedule set forth in Article II of this Agreement.

(d) When calling in additional Employees under this section, the parties agree that the fire fighters living closest to the fire or emergency scene shall be called first and additional calls will be made, if necessary, based on the same standard. The fire fighter on "watch" shall make every reasonable effort to see that the closest are called first.

(e) Overtime shall be scheduled by the O.D. at Headquarter's station. It shall be said officer's responsibility to equally distribute the overtime. Overtime shall be scheduled in not less than Twelve (12) hour increments.

With respect to this section, an officer will be called in to work overtime and callback only when an officer is needed. However, if the overtime list is exhausted and minimum safety manning is not satisfied this restriction shall not apply.

(f) Pay For Court Time

Employees who as a result of their employment within Clinton Township or while performing mutual aid duties are required to give testimony in Court while off duty relevant to their activities or observations shall be paid at the overtime rate of one and one-half (1-1/2) times their base hourly rate for all hours spent on such assignments with a minimum of three (3) hours for each appearance. Employees cannot receive more than One and one-half (1-1/2) times their base hourly rate even if their appearance is on a holiday or the Employee is on vacation.

Any fees applicable for Court appearances, except for mileage, shall be assigned to the Township.

Section 3. Longevity Pay

Each Employee shall receive longevity pay in accordance with the following schedule in addition to the base salary set forth in Schedule "A" attached hereto and made a part hereof, provided that the rates specified hereinafter shall be subject to a maximum salary of Thirteen Thousand (\$13,000.00) Dollars:

Two (2%) Percent of gross base pay beginning the Sixth (6th) year of service.

Four (4%) Percent of gross base pay beginning the Eleventh (11th) year of service.

Six (6%) Percent of gross base pay beginning the Sixteenth (16th) year of service.

Eight (8%) Percent of gross base pay beginning the Twenty-First (21st) year of service.

Ten (10%) Percent of gross base pay beginning the Twenty-Sixth (26th) year of service.

Longevity pay shall be due and payable in a lump sum payment on the last pay day in November in each year during the term of this Agreement.

Section 4. Holiday Pay and Birthday Leave

(a) All Line Employees shall be compensated for the following holidays at one-half (1/2) their base pay for a Twenty-Four (24) hour day. Said holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veteran's Day, Christmas Day, Washington's Birthday, Good Friday, Lincoln's Birthday, Columbus Day, Christmas Eve Day and New Year's Eve Day. Good

Friday shall be paid in June, and Christmas Eve Day and New Year's Eve Day shall be paid in November of each year.

The Employees shall receive holiday pay on the last pay day in November for the holidays earned up to that time, except Washington's and Lincoln's Birthdays and Good Friday shall be paid on the first pay day in June.

For any Employee who has worked less than One (1) year or who terminates employment prior to receipt of holiday pay* shall receive immediately upon termination all of accrued holiday pay prorated on the basis of the number of calendar months worked as compared to Twelve (12) calendar months.

(b) Each Employee shall receive a day off with pay for their birthday. The Employee shall be allowed to choose what day to take off for the birthday provided it does not interfere with a previously scheduled vacation. Birthday and/or vacation days will have equal status and scheduling will be done on a first request basis.

(c) All Staff Employees shall receive a day off with pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Veterans Day, Christmas Eve Day, Christmas Day, Presidents' Day, Good Friday, Columbus Day, and New Years Eve Day provided that the Staff Employee works his/her scheduled day before and after a holiday unless the day is excused by the Department Head or his/her designee. If required to work or called in on a covered Holiday, then that Employee shall receive double pay for a minimum of two (2) hours. Time and one-half shall be paid for every hour worked in excess of the regular work schedule set forth in Article II of this Agreement.

Section 5. Food Allowance

Each fire fighting Employee shall receive, in addition to their regular salary, a food allowance to be paid on the last payday of November of each year. The date for determining the annualized payment will be October 31st (inclusive) of each year.

Effective April 1, 1987, food allowance will be paid at the rate of Six Dollars-Fifty-Two cents (\$6.52) per shift. Effective April 1, 1988, and annually thereafter, the food allowance per shift will be determined by multiplying the percentage of increase or decrease from September 1st through August 31st of each year of the Consumer Price Index (for food only) using the all urban consumers Detroit area schedule (305.3 August 87) to the previous year's food reimbursement.

Food allowance shall be payable to those Employees who work the majority of the meal time hours. Meal time hours are 0800 to 1800 hours. For the purpose of this section time off as provided in Article I, Section 5(a) shall be treated as time worked. Staff Employees shall not be eligible for food allowance under this provision.

Section 6. School Tuition

With the approval of the Chief, any employee who, on their day off, attends a college, university, trade school or technical school in a curriculum related to the fire services, shall be reimbursed by the Township in the amount of the tuition and books paid as is the current practice, except that the Township shall only reimburse tuition up to an amount equal to the cost for twenty (20) credit hours per year based upon the per credit hour cost at Macomb Community College.

Upon completion of a course with a passing grade, approval of such reimbursement shall be granted by the Chief.

Section 7. Pay for Assuming Higher Rank

(a) An officer shall be in charge of each station at all times. In the event that the above principle is not possible and an officer is not available, a senior Employee must assume the responsibilities of the officer and shall be compensated at that officer's prevailing rate of base pay.

(b) Temporary assumption of duties and responsibilities of higher rank - Anytime in the course of employment that an Employee is required to assume the duties and responsibilities of higher rank, the Employee shall be compensated at the higher rank base pay for all hours worked. This provision excludes periods of up to a minimum of Two (2) hours, however, any work beyond Two (2) hours, will be compensated at the higher rated job. At no time will this rate of pay be higher than that of the rank immediately above the Employee's existing rank. This paragraph 7 (b) is to be applied to limit the maximum pay for a substitute being compensated at a higher rated job to that of a Lieutenant's pay at the headquarters station.

Section 8. Repair or Replacing of Personal Property

The Township agrees to repair or replace articles of personal property, except wallets, money or coins in wallet, provided that such damage was caused without negligence on the part of the Employee and was also caused in the course of employment. The articles of personal property that the Township will repair or replace under this paragraph refers to articles of personal property carried on the person of the Employee during the course of employment.

Section 9. Educational Incentive

This program is offered to encourage Employees to improve their job skills, to increase their value to the Township and to assist them in preparing for future advancements with the Township.

Educational increments will be allowed each Employee of the fire department on an annual basis on the following basis:

Fire Science Certificate, an additional Two Hundred (\$200.00) Dollars.

Fire Science Associate Degree, an additional Two Hundred (\$200.00) over the Certificate amount.

B.S. Degree Fire Science or associated field, an additional Two Hundred (\$200.00) Dollars over the Associate Degree.

Application for course work leading to any of the above degrees shall be approved by the Fire Chief on the basis that it is course work directly related to the Employee's present job or directly related to a promotional position.

In no case will educational incentive exceed a maximum of Six Hundred (\$600.00) Dollars for any Employee. The Employee shall receive the above amounts commencing on the next pay period following receipt of proof of said Certificates and/or degrees by the Fire Chief.

Educational incentive shall be added to the base rates provided herein and shall be added to each Employee's straight time hourly earnings for all hours worked. The educational incentive shall be taken into account in computing overtime, vacation payments, holiday payments, call in, sick leave payment and other compensated time off.

Effective upon contract signature, we agree that to avoid a two tier system the present educational allowance will be superseded by a one time payment unless the Employee possesses a bachelor's degree or higher.

Upon completion of a fire science certificate, which is equal to approximately 30 hours, a one time bonus would be paid of \$500.00.

Upon completion of a fire science associates degree, which is approximately 60 hours, a one time bonus would be paid of \$1,000.00.

Upon completion and achievement of Bachelor of Science Degree in Fire Science or an associated field, a \$600.00 annual payment shall be paid to the employee for a period of 5 consecutive years so long as the employee is employed by the Township.

That as an inducement to the fire fighters that are already drawing an educational allowance, each of these employees shall receive an extra bonus, to wit: fire fighters with a certificate would receive an additional \$500.00, a fire fighter with an associates degree \$1,000.00 and the fire fighter with a Bachelors Degree or greater degree, \$1,600.00.

It is agreed that any employee receiving an educational allowance would have to give back the allowance if they leave the employ of the Township within 12 months of receiving the same unless they were retiring. Naturally, if an employee is retiring and if his educational incentive is still active it will be null and void at the time of retirement.

Section 10. Personnel Record

All Employees shall be entitled to review and copy any and all records held by the TOWNSHIP and/or by the Chief with regard to that individual's employment with the TOWNSHIP. These records shall be made available during regular business hours, 1000--1600 hours, by the Chief and/or his designee upon reasonable request.

Section 11. **Mileage Payments**

Employees shall be paid mileage at the prevailing established rate for Township employees when required by Chief, Assistant or designee to provide private transportation as a result of their employment with the township, and in the same manner as other employees.

ARTICLE IV

VACATION

Section 1. Amount of Vacation

Each Line Employee after having satisfactorily completed the probationary period, shall be entitled to accumulate one-half (1/2) paid working day vacation for each month of completed service from the date of hire, through the fourth (4th) year of employment, and beginning the fifth (5th) year of employment, shall be entitled to three-quarters (3/4) of a paid working day per month through the Tenth (10th) year of service. Any Employee who has completed ten (10) years of service shall thereafter accumulate vacation days at the rate of one (1) day per month. Beginning the twentieth (20th) year of service the Employee will receive one (1) additional day per year.

Each Staff Employee shall be entitled to Fourteen (14) days annual vacation to accumulate at one and one-sixth (1 1/6) paid working day vacation for each month of completed service from the date of appointment, through the fifth (5th) year of employment as measured from the original date of hire, and beginning the sixth (6th) year of employment, shall be entitled to twenty-one (21) days annual vacation at one and three-quarters (1 3/4) of a paid working day per month through the twelfth (12th) year of service. Any Employee who has completed

twelve (12) years of service shall be entitled to twenty-six (26) days annual vacation at two and one-sixth (2 1/6) paid working days per month of service.

Such vacation time may accumulate to a maximum of Eighteen (18) vacation days for Line Employees and thirty (30) days for Staff Employees in any calendar year and any accrued vacation time in excess of the amount shall be forfeited, except in case of an Employee who, through no fault of their own, has to work because of an emergency, i.e. civil disorder, great conflagration, flood, epidemic of pestilence or disease.

Not more than Twelve (12) consecutive vacation days may be taken at one time.

In case of an Employee who through no fault of their own loses vacation because of an emergency, shall be allowed to take vacation immediately following such emergency even though another Employee is scheduled for that time. They shall both be allowed to take a vacation at that time. Provided such Employee shall be allowed to receive full-time pay in lieu of such vacation if so elected.

Section 2. Scheduling of Vacations

(a) Vacations may be taken at any time throughout the calendar year, provided that the scheduled dates are posted in accord with this Agreement, on the roster and approved by the Chief at least Five (5) calendar days in advance. An Employee may select single vacation days after March 1 st of each year when posting of same shall be given by notice in advance by at least Five (5) calendar days and when same is approved by the Chief. Not more than five (5%) percent (rounded up at .5 or above and rounded down if below .5 to nearest whole number) of line employees shall be on vacation at any one time.

(b) Vacation choices shall be listed not later than March 1 st of each calendar year pursuant to Article V, Section 2. Once scheduled, a vacation may be altered, provided it does not interfere with a previously scheduled and posted vacation of another Employee. Once a vacation is scheduled it may not be cancelled unless it is cancelled Six (6) days prior to the start of the vacation. If more than five (5%) percent (rounded up at .5 or above and rounded down if below .5 to nearest whole number) of line Employees have scheduled the same vacation date and a conflict exists, it shall be resolved pursuant to Article V, Section 2.

(c) An Employee shall not be allowed to receive vacation during Christmas and New Year's more than once every Two (2) consecutive years. This vacation time to be rotated according to seniority.

(d) Vacations for Staff Employees may be taken at any time throughout the calendar year, provided that the scheduled dates are approved by the Fire Chief or designee.

ARTICLE V

TRAINING, PROBATIONARY PERIOD AND ANNIVERSARY DATE

Section 1. Training, Probationary Period, Anniversary Date

All new employees shall attend the fire department training academy at Macomb Community College or a recognized center of learning of equal or better qualifications.

Upon satisfactorily completing the training program, the Employee shall be placed on the fire department roster, with all benefits; and commence the six (6) months probationary period.

Employees hired after October 4, 1993, upon satisfactorily completing the training program, shall be placed on the fire department roster, with all benefits;

and continue the 12 month probationary period. Probation is the twelve (12) month period from date of hire.

If employment continues beyond the probationary period, the anniversary date of service for all purposes under this Agreement, shall be measured from the original date of appointment to the Fire Academy.

Section 2. Seniority

(a) A seniority list is hereby established which shall set forth the length of service of each Employee as of the Employee's original date of appointment to the Department. Employees shall have their name added to the seniority list at the conclusion of their probationary period as of the original date of appointment to the Department. In the event Two (2) or more Employees have an identical original date of appointment, said Employees shall be placed on the seniority list according to their total Civil Service test scores in descending order.

(b) Seniority as determined by Section (a) above shall be used solely for determining conflicts in vacation schedules of Employees, and for no other purposes, except as superceded by Article XVII.

Seniority and its application for all other purposes including layoff and rehire shall be governed by 1935 PA 78, MCLA 38.501 et. seq., as amended, except as superceded by Article XVII.

ARTICLE VI

SICK LEAVE

Section 1. Award and Accumulation of Sick Leave

Each Employee shall be awarded One (1) day per calendar month for sick leave.

Effective April 1, 1988: Each Line Employee shall be awarded Fifteen (15) hours per calendar month for sick leave. (Seven point Five [7.5] days annually).

Each Staff Employee shall be awarded one (1) day per calendar month for sick leave.

Unused sick days will be accumulated to the Employee's credit without limit, for use at any future time.

Section 2. Service Connected Injury

(a) No sick days shall be charged to the account of Employees who are ill or who have suffered an injury arising out of and connected with their employment and which prevents them from their performance of their duties for the Township.

(b) Provisions of the worker's compensation laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between Eighty Percent (80%) of their regular rate of pay and the amount received from worker's compensation for the duration of the recovery not to exceed six (6) months from the date of injury, accident or illness.

For the initial six (6) month period recited above, the Employees shall be allowed to accrue benefits, including seniority, as though they were working. At

the termination of the said initial six (6) month period, if the Employee cannot return to work then they shall be granted a second six (6) month extension upon application to the Township Board. The second extension shall not include salary, pay supplements, or benefits unless approved by the Township Board. However, the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six (6) months.

At the end of the second extension, if the Employee cannot return to work in the same capacity, the Employee's employment relationship shall cease unless the Township Board grants further extension.

During the second six (6) month extension, and no later than ten (10) months from the injury, the Employee shall notify the Township of their decision to apply for a disability retirement to allow necessary time for the processing prior to the cessation of the employment relationship with the Township.

Normal payroll tax deductions will be made on the supplement check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all worker's compensation checks which they have received to the accounting department.

Section 3. Non-Service Connected Injury

When Employees are injured or otherwise too ill to perform their duties and such illness or injuries are not connected with or arising out of employment with the Township, the period for which they are unable to work will be charged to sick days at the rate of One (1) sick day for each regularly scheduled work day and full compensation will be continued through this period to the extent of the number of sick days accumulated to the Employee's account, provided it shall be

the duty of any such Employees to give reasonable notice to the Township of inability to perform their duties within a reasonable period upon knowledge thereof.

An Employee so disabled may request to be placed on light duty for the duration of the disability, with no reduction in wages or benefits, and the Township shall grant such a request provided such a position is available.

Light duty shall, by way of illustration, include but not be limited to watchroom duties, operating telephones and radios, and dispatching functions.

Section 4. Sick Leave Uses

(a) The parties hereto agree that emergency sick leave shall be granted for actual lapse time and the fire fighter shall be charged for sick leave to the next One-half (1/2) hour after return. However, if the Township Fire Department has to pay more than Two Hundred (\$200.00) Dollars to other Employees for call in time because of the above, then this provision shall be null and void. Such Two Hundred (\$200.00) Dollars shall apply to each contract period.

(b) Serious illness of a spouse, children, or natural parents shall warrant use of sick leave by Employee, provided proper arrangements can be made with the Employee's immediate superior.

Upon request of the Fire Chief or his designee, a fire fighter shall be required to present written documentation of a family member's illness when sick leave is taken for such illness.

(c) The Township may require medical evidence of illness from the Employee for any sick leave extending beyond Two (2) consecutive work days, or for habitual sick leave for the same illness.

Upon request of the Fire Chief or his designee, a fire fighter shall be required to present an excuse for illness for a sick day taken a day before or after a vacation leave.

(d) One (1) sick day per contract year may be used as a personal business day, upon reasonable notice to the Township. This day is not accumulative.

Section 5. Leave Day Records

(a) Each calendar month, the Chief of the Department or his designated representative shall have available the number of leave days, sick days, personal days and birthday leave days each Employee has utilized and the number of such days each Employee has remaining.

By the Fifteenth (15th) of each month the Chief or his designee shall prepare a summary of these day records in Four (4) copies and deposit same in the Union Basket for posting by the Union.

(b) Conversion of Accumulated Benefit Hours: The formula for converting Sick Leave and Vacation Days, for 56 hour accruals to equate 40 hour accruals is as follows: Conversion of hours to be "Hours In Bank x 40/56 = Hours In New Bank." e.g., 100 days x 24 hrs = 2,400 hours x 40 = 96,000 / 56 = 1,714.2857 hours/ 8 = 214.2857 days at 8 hours.

ARTICLE VII

IMMUNIZATION

The Township shall provide each Employee through such doctor as the Township may designate with an annual Flu Shot and Tetanus Shots in accordance with the schedule established for the Fire Department personnel by the Macomb

County Board of Health and in addition thereto any and all other shots which may be recommended by said doctor.

ARTICLE VIII
INSURANCE BENEFITS

Section 1. Life Insurance

The Township shall provide each Employee at no cost to the Employee with a term group life insurance policy through such insurance company as the Township may designate in an amount of not less than Thirty Thousand (\$30,000.00) Dollars. In case of accidental death, double indemnity shall be provided. Upon retirement, the Township shall provide each Employee with a Ten Thousand (\$10,000.00) Dollar paid up term life insurance policy for the Employee and the Township shall pay the premium thereon.

Section 2. Hospitalization Insurance

The Township shall provide hospital, medical, and surgical insurance for each Employee who furnishes written election to accept such benefits and such insurance shall be Michigan Hospital Service (Blue Cross - Blue Shield Policy) designated as M.V.F. 2, or Comparable Policy may be designated from time to time which provides equal insurance benefits. The total cost of such insurance shall be paid by the Township for the Employees, wife, if any, and any minor dependent children. Employees shall receive the additional prescription benefits with Two (2) Dollar deductible if the same is available to the Township.

Prescriptions: Members using the basic Blue Cross/Blue Shield option shall fill drug prescriptions from a designated list of "Blue Preferred Plan" pharmacies to be distributed by the Township and supplied periodically by Blue Cross/Blue Shield from an updated list.

Section 3. Widow's and Family Benefits

Upon the duty-related death of any full time Employee of the Fire Department, the Township shall provide a hospitalization and medical insurance policy for the deceased's spouse and minor dependent children and the cost of said policy shall be paid for by the Township.

The policy referred to in this Section will be a type policy which shall be as equal as possible and providing hospitalization insurance policies as the Township provided for the Employee prior to his death, it being fully understood that it might not be possible for the Township to acquire the same hospitalization policy under its present group insurance arrangement.

The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries, however, in the case where there are minor dependent children of the deceased Employee, then in that event, the widow, children or guardian for the minor dependent children may elect to have the Township acquire the said hospitalization insurance policy for said children with the cost of said policy being paid for by the Township until the child(ren) is (are) no longer minor dependent children.

Section 4. Hospitalization Retiree Benefits

The Township shall provide each Employee who retires with a hospitalization insurance policy equal to that which they had while they were working, with the exceptions of coverage under the IMB-OB rider. The policy shall cover the retiree, retiree's spouse, and any minor dependent children. If the Employee qualifies for Medicare, then the Township shall pay for a Blue Cross M-65 Policy or the equivalent that supplements the Medicare Program.

Section 5. Dental Plan

The Township shall provide a dental plan from Delta Dental Plan of Michigan for the Employee and family which shall give the Employee and family coverage as follows:

- **Class I Preventative Benefits - 100 % coverage,**
- **Other Class I Benefits - 60 % coverage**
- **Class II Benefits - 60 % coverage**
- **Maximum contract benefits for Class I and Class II Benefits shall be Eight Hundred (\$800.00) Dollars per person total per contract year.**
- **There shall be no deductible provision.**

Section 6. Optical Insurance

The Township shall provide an optical insurance plan which covers annual eye examinations and the annual purchase and/or replacement of single and multi-corrective lenses (bi and tri-focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the Employees, their spouses, and any minor dependent children.

Scheduled Benefits providing for:

Eye Examination	\$45.00
Glasses	\$37.00
Lenses	\$25.00
Frames	\$12.00
Contact Lenses	\$37.00

ARTICLE IX

EQUIPMENT, UNIFORMS AND CLOTHING ALLOWANCE

Section 1. Equipment

(a) To facilitate proper management of stations and efficient coordination of personnel and related activities the officers in charge of shifts and/or stations upon request, shall be provided with all necessary equipment and supplies by the Chief and/or his designee within a reasonable period of time after request is made.

(b) The Township shall provide each Employee with a complete set of protective clothing, rubber goods, helmet, turnout boots, gloves, and other equipment which may be necessary for the health, welfare, safety and protection of the Employees as determined by the Township Fire Chief, Union President and Fire Liaison Person with the understanding that the Chief shall have final approval on all such determinations. Such equipment shall be inspected at least once every Six (6) months and if any equipment is found to be defective or in need of repair through normal usage or wear, it shall be replaced or repaired at the expense of the Township. All coat liners shall be cleaned periodically as required. If the Union or any Employee feels that the provisions of this Section are not being upheld, they shall immediately submit a complaint to the Fire Liaison Officer who shall take appropriate action concerning the same, but all parties agree that any question concerning the use of experimental or new equipment shall not be a

matter that is subject to grievance procedures. The Township shall provide contour pads for each bed for the Department which shall be cleaned as necessary.

(c) A Safety Committee consisting of Two (2) members designated by the Union and Two (2) members designated by the Employer, who can be Union members, is hereby created. The Committee shall be responsible for, inter alia, the review of all protective clothing and safety equipment worn and used by the Employees and recommendations for purchase of new and/or different protective clothing and equipment as required. This Committee shall meet at least once a month or as frequently as required, more or less. All recommendations of the Committee for the purchase or replacement of equipment shall be deferred to the Township Board for its action.

Section 2. Uniforms and Clothing Allowance

Each Employee upon appointment to the Fire Department, shall furnish such complete uniform as may be required and thereafter, they shall receive the sum of Two Hundred Fifty (\$250) dollars each six (6) months, for the purpose of maintaining, cleaning, and/or replacing such uniforms or parts thereof. In the case of Employees who are required to wear dress uniforms to or at work continuously, the amount shall be three hundred fifty (\$350) each six (6) months. Provided, however, Employees serving in the Fire Department at the time of this agreement shall receive such amount on June 1 and December 1 of each calendar year in accordance with the policy heretofore established for clothing maintenance and replacement.

In the event of termination of employment by death, retirement, resignation or in any manner or means whatsoever such payment shall be prorated based on

the anniversary date of Employee as related to the aforesaid dates for this allowance.

Each Employee upon appointment to the Fire Department and completion of probation, shall receive a separate allowance of Three Hundred Thirty-Five (\$335.00) Dollars to be applied towards the purchase of a dress uniform.

It is further agreed that any change in uniform requirements or style of uniforms as specified or practiced in the past, shall be done at no cost to the Employee, and reimbursement will be made to the Employee following receipt of cost statement by the Chief or his designee. It is further agreed that any such changes shall take place among all Employees in as short as time as practical.

The Employee shall have the option to wear a jumpsuit of the same color as the normal work uniform in the evening hours, weekends or holidays.

In the event that an Employee chooses to wear a jumpsuit, as provided above, they shall purchase this optional uniform at their own expense from their clothing allowance.

It is further agreed a blue type T-shirt approved by the Chief shall be allowed for wear after normal business hours, except for the Employee on watch.

Each Staff Employee shall receive the sum of Three Hundred (\$300.00) Dollars each six (6) months, for the purpose of maintaining, cleaning, alterations, sewing on of buttons, repairs or patches, and/or replacing such uniforms or parts thereof.

ARTICLE X

FIRE FIGHTING DURING CIVIL DISORDERS

Section 1. Personal Protection

Any Employee who responds to a fire or other emergency situation during civil disorder shall not be required to ride in the open.

When responding to an area of civil disorder, the officer in charge of any responding piece of equipment shall have the authority to withdraw the Employees and/or equipment if, in their opinion, they are being harassed to the extent that the Employees and/or equipment are endangered.

Section 2. Delegation of Authority

The officer in charge of any responding piece of equipment to an area of civil disorder shall have the authority to withdraw the Employees and/or the equipment if they are being harassed to the extent that the Employees and/or equipment would be endangered.

Section 3. Police Protection

During any civil disorder, the Township shall provide each piece of equipment responding to any alarm with police protection, whenever and wherever possible.

Section 4. Fire Arms

No Employee shall carry or use any fire arms.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 1.

The procedure for mediating and resolving grievances provided hereinafter shall apply to any and all grievances which any Employee may have, provided, however, except that in those cases where the Employee files a complaint or grievance with the Civil Service Commission under Act 78 they will not be eligible for the use of arbitration under the contract as described herein.

Section 2. **Procedure**

The affected Employee has the right to attend any and all grievance procedures. A grievance committee, not to exceed Three (3) Employees, designated by the Union, shall be established to process grievances according to the following procedure:

STEP ONE: An Employee and/or the grievance committee shall present any complaint, except those regarding wage discrepancies, within Twenty (20) calendar days of knowledge or notice of the act or occurrence. Any act or omission relating to wage discrepancy shall be grievable within Sixty (60) calendar days of the act or occurrence giving rise to the loss. The grievance shall be presented to the officer in charge of the grieving Employee's shift and the parties shall attempt to resolve the matter at that level. No grievance shall be granted in STEP ONE without the approval of the Fire Chief or his designee.

In the event the Employee chooses to present the complaint without the intervention of the grievance committee, they shall be given the opportunity to be present.

Any complaint concerning the direct action of the Chief or his assistant, or any grievance that may affect large numbers of Employees may be commenced at STEP TWO of this procedure.

STEP TWO: If the grievance is not settled in STEP ONE, the Employee and/or the grievance committee shall submit the grievance in writing to the Fire Chief or his designee within Five (5) days of the conclusion of STEP ONE. The Fire Chief shall attempt to resolve the grievance by conference with the Employee and the grievance committee within Five (5) days of the receipt of the written grievance, and shall furnish written reply to the Employee and the grievance committee within Five (5) days of the conference with the Employee and the grievance committee.

STEP THREE: If the grievance committee is not satisfied with such reply, the grievance committee shall give notice to the Fire Liaison Officer of the Township that the decision of the Fire Chief is being appealed within Five (5) days of such reply. The Fire Liaison Officer shall attempt to resolve the grievance by conference with the Employee and the grievance committee. Either party may include other resource people as may be deemed necessary at this conference. Within Ten (10) days following the conference, the Fire Liaison Officer shall furnish his written decision to the Employee and the grievance committee.

STEP FOUR: If the grievance is not satisfactorily adjusted in the last preceding step, either party, the Union or the Township Board, may in writing request arbitration of such grievance within Fifteen (15) days after notice of the Fire Liaison Officer's decision. Such notice may be given by either party.

The arbitration proceedings shall be conducted by an arbitrator selected by the Township and the Union. The Arbitrator shall be a person mutually agreed

to by both the Township and the Union. In the event the parties have not agreed to an arbitrator within Ten (10) days after notice of request for arbitration has been received, an arbitrator shall be selected and appointed in accordance with procedures of the American Arbitration Association and such arbitrator shall have authority to hear and decide the case.

The decision of the arbitrator shall be final and binding on both parties, and the arbitrator's decision shall be rendered within Thirty (30) days of the close of the hearings.

Expenses for the arbitrator's services and the proceedings shall be shared equally by Township and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. A verbatim record of the proceedings may be had by either the Township or the Union, if either party requests one, providing the cost of such record shall be borne by the party requesting it.

Section 3. Time Periods

(a) Any period of time specified in the grievance and arbitration procedure for the giving of notice or the taking of action shall be interpreted to exclude Saturdays, Sundays and Holidays. Also, any of the time limits incorporated herein may be extended by mutual written agreement of the parties.

(b) There shall be no punitive action taken or discipline initiated against any Employee for any action resulting in a grievance, so long as that grievance is being pursued along the proper channels and the outcome determined according to the conditions of this agreement.

ARTICLE XII

VACATION AND SICK LEAVE UPON TERMINATION OF EMPLOYMENT

Upon termination of employment by Employees prior to their Anniversary Date, they shall be credited with earned vacation pay for the current year prorated on the basis of the number of weeks worked from the last Anniversary Date to Fifty-Two (52) weeks. The Employee shall receive full pay for such vacation time plus any accumulated time, which shall be paid within Thirty (30) days after termination of employment.

Upon the retirement of an Employee who has completed at least Five (5) Years of service or upon the death of an Employee, they or their named beneficiary in the case of death, shall be paid for One-Half (1/2) of any accumulated or unused sick days at the Employee's then prevailing base rate of pay. In case of death of any Employee, the named beneficiary shall receive full compensation for any accumulated and unused vacation days due the Employee, also full pay for any part of Holiday pay owed to the Employee, and the Employee's prorated amount they would have received for food and clothing allowance that has already been earned by comparing the full month's worked to Twelve (12) months per calendar year.

ARTICLE XIII

SEVERABILITY, DISTRIBUTION AND AUTHORITY OF AGREEMENT

Section 1. Severability

This agreement and each of the terms and conditions hereof is subject to the laws of the State, Federal or Local government in all respects and in the event that any provision hereof is at any time held to be invalid by a Court of competent

jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement, and the parties hereby agree that insofar as possible, each of the items and provisions hereof are severable.

Section 2. Distribution of Agreement

The Township shall cause One (1) copy of this Agreement and any future Addendums, if any, to be distributed to each Employee covered hereby. The Township shall also distribute to the Union a total of Twenty-Five (25) copies of this Agreement.

Section 3. Authority of Agreement

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this agreement shall conflict with any Ordinance or Resolution of the Township, appropriate Township amendatory or other action shall be taken to render such Ordinance or Resolution compatible with this Agreement.

Section 4. Unilateral Changes Prohibited

The Township shall make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, which are contrary to the provisions of this Agreement or otherwise.

ARTICLE XIV

JURY DUTY

Employees required to be available for jury selection or service shall receive their regular daily wage for each day which would have been worked but for such jury participation, provided that the Employee turns over to the Township any

remuneration received for said jury duty, except mileage fees. The Employee shall be allowed a reasonable period of time within which to return to work upon completion of said jury duty.

ARTICLE XV

PENSIONS

Section 1. Multiplier

The Firemen and Policemen Pensions Act (MCLA 38.551), Section 6(1)(e), shall be amended for Fire Department members providing for a regular retirement pension equal to Two Point Five (2.5%) Percent of the member's average final compensation multiplied by the first Twenty-Five (25) years of service credited to the member, plus One (1%) Percent of the member's average final compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of Twenty-Five (25) years.

Section 2. Average Final Compensation

The Firemen and Policemen Pensions Act (MCLA 38.551), Section 6(1)(f), shall be amended for Fire Department members providing that "average final compensation" shall mean the average of the Three (3) years of highest annual compensation received by the member during their Ten (10) years of service immediately preceding their retirement or leaving service.

Section 3. Employee Contribution

Member Employee's contribution into Act 345 pension fund is Six (6%) percent of all taxable wages. Effective April 1, 1990, said contribution shall be reduced to five percent (5%), and effective April 1, 1992, to Four (4%) percent. Employee pension contributions are to be retroactive to April 1, 1990.

Section 4. Annuity Withdrawal

Upon normal service age, excluding disability or early retirement, members of the bargaining unit shall be entitled to withdraw up to their accumulated contributions (including interest) to the system, provided that they agree to accept an appropriate lesser monthly benefit. Such lesser benefit is to be computed by the Township's actuary using a method intended to prevent such contribution withdrawal from costing the Township or the pension fund any additional monies. For the purpose of this calculation the actuary shall use the then current interest rate for the immediate annuities published by the Pension Benefit Guarantee Corporation and the actuary shall also use the mortality table used for the most recent regular actuarial determination.

Section 5: Surviving Spouse Benefit for Retiree on Duty Disability Retirement.

A surviving spouse of a retiree who is receiving a duty disability pension at the time of death shall continue to receive the same duty disability pension benefit throughout the life of the surviving spouse. It is understood that this would entitle the surviving spouse to the same benefit he/she would receive had the retiree lived to the age of fifty-five (55) years and has selected their spouse as beneficiary under Act 345.

ARTICLE XVI

SCOPE OF AGREEMENT

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties desire to enter into a collective bargaining agreement during the term

hereof and they respectively acknowledge that many matters were considered in negotiations which were not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiation, all except as otherwise provided herein, they mutually do not desire to incorporate them in a collective bargaining agreement during the term hereof. Provided, however, collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, they shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are requested. The other party shall within Twenty (20) days give written answer to such letter advising whether or not they desire to negotiate, and advising when and where the parties meet. It is further agreed that during the term of this contract that the current residency policy of the Township will prevail.

ARTICLE XVII

PROMOTION SYSTEM

PURPOSE

The Township and the Union are committed to the maintenance and advancement of a qualified, experienced, and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. It is also recognized that a meaningful promotion system must give due consideration to technical knowledge, aptitude, ability to lead and prior experience.

To accomplish the foregoing the parties have developed a promotional system as follows:

Section 1. General Qualifications

The following qualifications and requirements shall apply to promotion to all ranks and classifications:

a. **Performance Probationary Period.** Each person appointed to a rank/classification under this system shall be required to serve a six (6) month performance probationary period.

At any time during the performance probationary period, the appointee may be returned to previous rank or grade. If at the close of the probationary period term, the conduct or capacity of the probationer has not been satisfactory to the appointing authority, the probationer shall be notified within ten (10) days, in writing, that he/she will not receive appointment. At the close of the probationary period, the employee shall receive written notification on his/her satisfactory performance within ten (10) days and will be permanently appointed upon the completion of the requirements for that rank/classification. Any disputes to be handled through applicable contract language.

b. To determine an applicant's eligibility for promotion or to calculate his/her seniority credit, the closing date for determining his/her seniority shall be the effective date of promotion.

FOR LINE POSITIONS:

Section 2. Eligibility and Requirements for Rank and Classification

a. Fire Sergeant

1. **Eligibility:** All fire fighting personnel with five (5) years seniority or more.

2. **Seniority:** Rank on eligibility list shall be determined by actual time served in the fire fighting classification.

3. **Qualification:** Each applicant must successfully complete all courses necessary to be Fire Officer I certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

b. **Fire Lieutenant**

1. **Eligibility:** Fire Sergeants with two (2) years or more in grade or current rank. If there are less than enough applicants, Fire Sergeants with less than two (2) years service in grade or current rank will be eligible.

2. **Seniority:** Rank on the eligibility list shall be determined by actual time served in the Sergeant classification.

3. **Qualification:** Each applicant must successfully complete all courses necessary to be Fire Officer II certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

c. **Fire Captain**

1. **Eligibility:** Fire Lieutenants with two (2) years or more in grade or current rank. If there are less than enough applicants, Fire Lieutenants with less than two (2) years service in grade or current rank will be eligible.

2. **Seniority:** Rank on the eligibility list shall be determined by actual time served in the Lieutenant classification.

3. **Qualification:** Each applicant must successfully complete all courses necessary to be Fire Officer III certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

d. **Deputy Chief**

1. **Eligibility:** Any applicant who has, as a minimum, five (5) years service in fire suppression as a command officer and has successfully completed all courses necessary to be Fire Officer I, II and III and who holds the current rank of Captain or its equivalent.

If there are less than enough applicants, any Lieutenant or its equivalent will be eligible. All applicants must have two (2) years service in grade.

2. **Seniority:** Rank on eligibility list shall be determined by actual time served in current rank.

e. **Chief**

1. **Appointment of the Chief will be from the ranks.**

2. **Eligibility:** An applicant who has, as a minimum, five (5) years service in fire suppression as a command officer and has successfully completed all courses necessary to be Fire Officer I, II and III and who holds the rank of Deputy Chief with two (2) years or more in grade.

If there is no applicant, Fire Captains or its equivalent with two (2) years or more in grade will be eligible.

3. **Qualification:** An applicant must possess, as a minimum, an Associates Degree in Fire Science from an accredited Michigan institution of higher learning, prior to appointment.

FOR STAFF POSITIONS:

f. **Training Instructor and Fire Inspector**

1. **Eligibility:** All fire department personnel with five (5) years seniority or more.

2. **Seniority:** Rank on eligibility list shall be determined by department seniority.

3. **Qualification:** Each applicant must achieve the appropriate certification within two (2) years.

a. For Fire Inspector this will be the state "Certified Fire Inspector" certification.

b. For Fire Instructor this will be the state certified "Fire Training Instructor."

g. **Training Coordinator**

1. **Eligibility:** Training Instructor with two (2) years service in grade or current rank. If there are less than enough applicants, Training Instructors with less than two (2) years service in grade or current rank will be eligible. If there is still less than enough applicants, Fire Lieutenants or greater, and Fire Inspectors or greater will be eligible.

2. **Seniority:** Rank on eligibility list shall be determined by actual time served in individuals qualifying rank/classification.

h. **Fire Marshal**

1. **Eligibility:** Fire Inspector with two (2) years service in grade or current rank. If there are less than enough applicants, Fire Inspectors with less than two (2) years service in grade or current rank will be eligible. If there

are still less than enough applicants, Fire Lieutenants or greater, and Training Instructors or greater will be eligible.

2. Seniority: Rank on eligibility list shall be determined by actual time served in individual's qualifying rank/classification.

Section 3. Rules and Regulations

Eligibility Lists

a. The Act 78 Commission shall certify and maintain current eligibility lists.

b. Eligibility lists which have been challenged, shall be held in abeyance pending final resolution of the challenge by the Act 78 Commission.

Section 4. General Provisions

a. In the event that the next individual eligible for promotion either declines that promotion or returns to his/her previous rank or classification as provided in Section 1(a) of this Article, that individual shall then be next in line for subsequent promotions without any loss of seniority rights.

b. The Township shall fill all vacancies immediately upon the said position becoming vacant.

c. An employee in a rank/classification shall not accumulate seniority for promotional purposes, outside of rank/classification currently held.

d. Employees presently holding the rank of Sergeant or Lieutenant shall be considered as having successfully completed all courses necessary to be certified Fire Officer I or Fire Officer I & II respectively as set forth by the Michigan Fire Fighter Training Council.

Section 5.

This promotional system as defined in this section, shall be the sole determining factor for all promotions within the bargaining unit as defined in Article XVII, of the Collective Bargaining Agreement.

Section 6.

There shall be a window period of three (3) years from November 9, 1988 in which qualified employees have the time to qualify in the standards set for that rank.

Section 7.

If through no fault of the candidate or Township, certification classes cannot be accomplished in the three (3) year period, qualifying time limits may be extended by mutual agreement.

ARTICLE XVIII

MEDICAL FIRST RESPONDER PROGRAM

The parties agree that the Township shall initiate a Medical First Responder Program on a trial basis. The trial basis shall continue until the next contract negotiations are concluded. It is understood that the discretion to deploy manpower and equipment shall be with the Township.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 17th day of November, 1993 at Clinton Township, Macomb County, Michigan.

TOWNSHIP OF CLINTON
MACOMB COUNTY, MICHIGAN

By JAN TRUAX
JAN TRUAX
By MARGE M. RAMA Deputy Clerk
~~DENNIS C. TOMLINSON~~
MARGE M. RAMA

LOCAL 1381, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By DUANE CLARK
DUANE CLARK
By CRAIG MACPHERSON
CRAIG MACPHERSON

SALARY SCHEDULE "A"
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF CLINTON
AND LOCAL 1381 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

Salary Schedule "A" is predicated on:

- 56 Hours Per Week; 2,912 Hours Per Year for Line Employees
- 40 Hours Per Week; 2,080 Hours Per Year for Staff Employees
- Fire Marshall = Captain + 3%
- Training Coordinator = Captain + 3%
- Fire Inspector/Training Officer = Lieutenant's rate

(If the State or Federal law is revised and mandates less than 56 hours per week, such law will not decrease the salary of the Employees during the term of this agreement);

	<u>3% Effective</u> <u>April 1, 1993</u>	<u>3% Effective</u> <u>April 1, 1994</u>
Fire Fighter		
Start	\$24,633.25	\$25,372.25
6 Months	26,666.62	27,466.62
12 Months	30,733.67	31,655.68
18 Months	32,767.16	33,750.17
24 Months	34,800.68	35,844.70
30 Months	36,834.20	37,939.23
36 Months	38,867.72	40,033.75
42 Months	39,883.76	41,080.27
48 Months	40,901.31	42,128.35
Sergeant:	<i>42,537.30</i>	
Start	\$42,627.20	\$43,813.48
6 Months	44,173.45	45,498.61
Lieutenant:		
Start	\$45,940.36	\$47,318.57
6 Months	47,707.30	49,138.52
Fire Inspector/ Training Officer		
Start	\$45,940.36	\$47,318.57
6 Months	47,707.30	49,138.52
Captain:		
Start	\$49,615.58	\$51,104.05
6 Months	51,523.89	53,069.61
Fire Marshal/ Training Coordinator		
Start	\$51,104.05	\$52,637.17
6 Months	53,069.61	54,661.70

A. Employees taking any above Staff positions shall receive fifty (50%) percent of the difference between their existing pay rate and the new pay rate for

the first six (6) months and receive the balance of the difference in the second six (6) months.

B. Any employee who becomes a Staff Employee and is already on a higher salary schedule than the Staff position to which he/she is being promoted will receive the next higher salary level above his/her current salary level.

LETTER OF AGREEMENT

Pursuant to negotiations between the Township of Clinton and the Clinton Township Fire Fighters Association, Local 1381, IAFF, the parties agree:

That "unscheduled" absences shall not include a loss of work due to non-duty related injury or illness which extends beyond three (3) consecutive work days, and

That personal vehicle care at the station shall be permitted by Employees only while on duty, and that such care be restricted to personal vehicle driven to the station that day.

That vacation calendar shall be posted by the fifteenth day of March showing Employee vacation status at that time. Copy of same shall be placed (by the Chief or assistant) for posting at headquarters station, and

That the Employees shall be notified in writing two (2) weeks prior to the issuance of any payroll check from which disciplinary fines are deducted, and

That the Court Order of Judge Daner and stipulations are incorporated herein.

DATE: February 2, 1988

UNION:

 /s/
Frank Heeney,
President

 /s/
Robert C. Elliott,
Vice President

TOWNSHIP:

 /s/
Kenneth H. Bobcean,
Supervisor

 /s/
Dennis C. Tomlinson,
Clerk

LETTER OF UNDERSTANDING

Health Insurance

The Union agrees to supply the Township with a list of Employees interested in converting to P.P.O or Blue Care Network providers.

It is further agreed that the Township will arrange, through Blue Cross/Blue Shield, a presentation of the Employee benefits to be derived from acceptance of the above provider plans.

DATE: February 2, 1988

UNION:

 /s/
Frank Heeney,
President

 /s/
Robert C. Elliott,
Vice President

TOWNSHIP:

 /s/
Kenneth H. Bobcean,
Supervisor

 /s/
Dennis C. Tomlinson,
Clerk

LETTER OF AGREEMENT

Driver's Licenses

The issue of Fire Department Employee driver's licenses shall, for the term of this contract, be left to the discretion of the Fire Chief. The Chief shall, inter alia, have the discretion to mandate all Fire Department Employees who are required to drive a Fire Department vehicle possess a valid Michigan driver's license. Failure to provide a proper license when requested will authorize the Chief to impose sanctions. It shall be the Employee's responsibility to notify the Chief if his/her license is suspended.

DATE: _____, 1991

UNION:

/s/
Thomas Kuehn,
President

/s/
Duane Clark,
Vice President

TOWNSHIP:

/s/
Mark Kohl,
Supervisor

/s/
Dennis C. Tomunson,
Clerk

LETTER OF UNDERSTANDING

This Letter of Understanding between Clinton Township Firefighters Local 1381 and the Township of Clinton will provide for an efficient change of Fire Department work uniform from the present dark blue work uniform to provide a light blue long/short sleeve uniform shirt of the type "Flying cross-highest" and navy blue pants of the type "The Fechheimer Bros. Co." currently available at Douglas the Tailor's in Roseville.

To facilitate the above the Union hereby agrees that Article IX, Section 2, Paragraph 4 of the current 1982-85 Contract, is waived for this Uniform change and tailoring for the contract period following 1982-85 Contract only and the Union further agrees that this change as described above will be done at no cost to the Township.

Uniform change will take place on February 1, 1986 for all Fire Department employees covered by this Agreement.

/s/ L. Eschenburg
FOR TOWNSHIP

/s/ F. Heeney
FOR UNION

/s/ G. Walker
FOR TOWNSHIP

/s/ R. Elliot
FOR UNION

Dated 12-5-85

January 16, 1990

Clinton Township Fire Fighters Physical Training Program

Health and safety have been strongly emphasized in the fire service throughout the country. Right in our own county of Macomb several fire departments have adopted physical fitness programs in an effort to improve the condition and well being of their fire fighters. Some time ago Local 1381's members gave its safety committee the job of formulating its own program of physical fitness. We did this in a joint effort with the Clinton Township board members. These are the goals we hope to achieve.

1. To reduce the risk of heart attack.
2. Better equip fire fighters to handle the rigors of fire fighting.

This is to be accomplished by:

1. Providing basic physicals tailored for fire fighters in conjunction with guidance about health and fitness. Experts from Mt. Clemens General Hospital, Life Trends program, will establish and oversee this program. The results of those physicals, and all information revealed or exchanged in these guidance sessions, will be confidential between the fire fighters and the employees and agents of the hospital.
2. Provide exercise equipment at all four stations. The equipment so provided will be comparable in all four stations. Specific times for exercise will be daily from 0900 through 1000 hours. Employees unavailable during these hours will exercise at another convenient time to be determined jointly by the employees and his then commanding officer. Adequate clean up time will be allowed after the program.

The Clinton Township fire fighters realize the importance of a physical fitness program. The benefits to the Township and its residents will result in a money savings to them by not having long term duty disabilities.

Sincerely,

/s/

Sergeant S. Wyciechowski
Chairman Physical fitness committee
Local 1381