

12/31/96

AGREEMENT
BETWEEN
CHARTER TOWNSHIP OF DELTA
AND
FIREFIGHTERS ASSOCIATION OF MICHIGAN

Effective January 1, 1994 to December 31, 1996

Delta Township

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 1994, by and between the Charter Township of Delta, hereinafter referred to as the "Employer", and the Firefighters Association of Michigan, hereinafter referred to as the "Union".

PURPOSE AND INTENT

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

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

ARTICLE 1
RECOGNITION

1.1: The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

INCLUDED IN THE BARGAINING UNIT: All regular full-time employees of the Delta Township Fire Department including Paramedics, Captains, Engineers, Lieutenants and Paramedic/Fire Fighters;

BUT EXCLUDING: The Fire Chief, Fire Marshal(s), EMS Director, all clerical employees, all appointed or elected officials, all volunteers, all employees under contract with another labor organization and all other employees employed in and through the Charter Township of Delta.

ARTICLE 2
NON-DISCRIMINATION

2.1: This Agreement shall be applied uniformly to all eligible members of the bargaining unit, the Employer and the Union and there will be no discrimination with respect to conditions of employment.

ARTICLE 3
CAPTIONS

3.1: The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 4
GENDER

4.1: Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5
EMPLOYEE RESPONSIBILITIES

5.1: The Union agrees that its members will perform efficient services and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

ARTICLE 6
ACCESS TO THE OPERATIONAL PREMISES

6.1: Representatives of the Union may enter the operational premises for any proper Union business; provided they have secured prior permission of the Employer or his designee. The Employer shall grant permission to the Union representative to visit the Employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE 7
CHANGE IN PERSONAL STATUS

7.1: Employees shall notify the Personnel Section of the Accounting Department of any change of name, address, telephone number, marital status or number of dependents promptly, within

five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving his employment and this Agreement.

ARTICLE 8
SUPPLEMENTAL EMPLOYMENT

8.1: Employees may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that such supplemental employment shall in no way diminish their obligations under this labor agreement and to the Employer. Employees will notify the Employer when commencing supplemental employment.

ARTICLE 9
UNION REPRESENTATION

9.1: Employees covered by this Agreement shall be represented by one (1) bargaining unit steward per shift.

9.2: The bargaining unit steward shall represent the employees and shall be authorized to resolve grievances on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees, the bargaining unit and the Employer.

9.3: The Union shall designate to the Employer, in writing, the bargaining unit steward and the Employer shall not be required to recognize or deal with any employee other than the one so designated, provided, however, in the absence of the steward, the Union President or Vice President may appoint an alternate steward by notifying the Fire Chief in writing.

9.4: Steward Rights. A steward shall first receive permission from his immediate supervisor during working hours to leave his work station with pay and shall report back promptly when his part in the grievance adjustment has been completed. The steward shall not leave the Employer's premises and will be allowed to leave ten (10) minutes before a meeting with a designated management representative and must return within ten (10) minutes after the meeting is concluded.

9.5: The Employer agrees to permit the steward to post and maintain Union notices on the Union bulletin board when expressly authorized by officers of the Union.

The steward shall be an employee of the Delta Township Fire Department and shall perform the duties of the classification for which he is employed.

ARTICLE 10
UNION SECURITY - AGENCY SHOP

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

- A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required, under this Agreement, to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation, along with the grant of equal benefit contained in this Agreement.

- B. In accordance with the policy set forth under this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present, regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later and for new employees, the payment shall start thirty-one (31) days following the date of employment.
- C. Any employee who has failed to either maintain membership or pay the requisite agency fee shall

not be retained in the bargaining unit covered by this Agreement, provided, however, no employee shall be terminated under this Article unless:

1. The Union has notified him by letter addressed to his address last known to the Union spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Township for termination from employment as provided for herein, and,
2. The Union has furnished the Township with written proof that the foregoing procedure has been followed or has supplied the Township with a copy of the notice that the employee has not complied with such request. The Union must further provide the Township with written demand that the employee be discharged in accordance with this Article and provide to the Township, in affidavit form signed by the Union Treasurer, a certification that the amount of the delinquency does not exceed the collective bargaining service fee, including but not limited to, the cost of administering and negotiating this and succeeding Agreements.

10.2: If any provision(s) of this Article is invalid under federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

ARTICLE 11
DUES CHECK-OFF

11.1: The Employer agrees to deduct from the pay of each employee all dues and initiation fees of the Union and pay such amount deducted by mailing same to the Treasurer of the Firefighters Association of Michigan at 28815 W. Eight Mile Road,

Suite 103, Livonia, MI 48152 or at such other address as the Union may from time to time designate for each and every employee; provided, however, that the Union presents to the Employer an authorization signed by such employees allowing such deduction and payment to the Union.

11.2: Indemnify Employer. The Union agrees to indemnify and save the Employer harmless against any or all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees or dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer at the address on file with the Employer.

ARTICLE 12
AUTHORIZATION FORM

Please Print:

By: _____, _____, _____
LAST NAME FIRST NAME MIDDLE
INITIAL

TO: Township of Delta, Michigan

Effective _____, I hereby authorize you to deduct from my earnings \$ _____ bi-weekly or such other amount as the Union may certify as my share of the cost of administration and negotiation of this and succeeding collective bargaining agreements with the Township of Delta. In consideration of the Township of Delta for providing this deduction service, I agree to hold the Township harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing this deduction service. I further specifically agree that in the event that a refund of sums deducted under this Authorization is due to me for any reason, that in further consideration of the Township providing this deduction service, to seek such refund from the Union. The amounts deducted hereunder shall be paid to the Treasurer of the Union at the address provided by said Union. This authorization shall remain in effect unless terminated by me in writing, or upon termination of this Agreement or upon termination of my employment, whichever occurs first.

Employee's Signature

Address

City State Zip

ARTICLE 13
SAVE HARMLESS

13.1: In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind of nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 14
MANAGEMENT RIGHTS

14.1: The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township shall be limited only by the provisions of this Agreement.

14.2: Without limiting the generality of the foregoing, except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish and update policies and procedures; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools and equipment to be used and the discontinuance of any service, materials or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased; to contract or subcontract or purchase any or all work for the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; and in all respects to carry out the ordinary and customary function of management.

14.3: Except as this Agreement otherwise provides, the Employer shall also have the right to hire, promote, assign, transfer, layoff and recall personnel, to suspend, discharge or otherwise discipline employees for just cause; to make judgments as to ability and skill; to determine work loads; to provide for and assign relief personnel.

ARTICLE 15
NO STRIKES

15.1: The Employer will not lock out employees during the term of this Agreement.

15.2: The parties to this Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are essential services.

15.3: Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the Employer during the term of this Agreement. In the event of a work stoppage or other curtailment of production, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

15.4: In the event of a work stoppage or any other curtailment by the Union or the employees covered hereunder during the term of the Agreement, the Union, by its officers, agents and shift representative, shall immediately declare such work stoppage or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

ARTICLE 16
SPECIAL CONFERENCES

16.1: Special Conferences for important matters will be arranged between the Local President or his designee and the Employer or its designated representative upon the request of either party. Such meetings shall be between one (1) representative of the Union and one (1) representative of management.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined between the hours of 8:00 a.m. and 5:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Township Board and/or a representative of the Union.

16.2: Upon written request, the Union representative may meet at a place designated by the Employer on the Employer's property for up to one-half (1/2) hour immediately preceding the conference with the representative of the employees.

ARTICLE 17
GRIEVANCE PROCEDURE

17.1: A grievance, under this Agreement, is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit.

All grievances are limited to matters of interpretation or application of the provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein.

All grievances must be signed and dated by the aggrieved employee and name the article(s) that is being violated. The Union, in its own behalf, may initiate a grievance through the steward. All grievances must be presented within seven (7) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

For the purpose of the grievance procedure, a day shall be deemed to mean Monday through Friday, exclusive of holidays.

STEP 1. The Employee or the Union having a complaint shall first take up the matter with the Chief.

The employee and/or Union shall reduce the matter to written form stating all facts in detail and submit the same to the Chief or his designee. A meeting shall be arranged between the employee and/or Union representative and the Chief and/or his designated representative to discuss said grievance at a mutually agreeable time within ten (10) calendar days of the submission of said grievance. The Chief shall, within ten (10) calendar

days of said meeting, record his disposition on all copies of the grievance form, returning two (2) copies to the steward.

STEP 2. In the event the grievance is not satisfactorily settled at Step 1, the Union or the Employee may, within five (5) calendar days after the decision is rendered referred to in Step 1 above, request a hearing before the Township Manager. The Township Manager will schedule a hearing within fifteen (15) days following the Union's or employee's request. The Township Manager will provide his written answer within ten (10) days following the hearing.

17.2: The Employer and the Union representatives shall be allowed counsel in any step of the grievance procedure if they so desire.

17.3: Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.

17.4: Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits shall be automatically closed upon the basis of the Employer's last disposition.

17.5: The Employer shall not be required to pay back wages for periods of more than seven (7) days prior to the time a written grievance is filed; provided that in the case of a pay shortage of which the employee had not been aware of before receiving his pay, any adjustments made shall be retroactive to the beginning of the pay period; providing the employee presented his grievance within seven (7) calendar days after receipt of such pay.

17.6: All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less compensation, if any, earned elsewhere during the period in question which such compensation is attributable to the incident giving rise to the claim for back wages and which would not have been earned otherwise. Back pay shall also be reduced by any unemployment compensation received during the period in question. The Township will be responsible for notifying the Michigan Employment Security Commission that the individual

grievant/claimant has repaid said unemployment compensation directly to the Township as a result of the grievance-arbitration proceeding in order that the Township and the grievant/claimant shall be given the proper credit for said repayment.

17.7: When an employee is given a disciplinary discharge or a written reprimand and/or warning which is affixed to his personnel record, the steward will be promptly notified in writing of the action taken.

17.8: Arbitration. Either the Union or the Employer may request arbitration of an unsettled grievance. The party desiring arbitration must notify and the other party must receive such notice, in writing, of such desire within thirty (30) calendar days of the day the written disposition given under the last step of the grievance procedure provided for in this Agreement, except in discharge cases and in that event, notice must be sent and received within fifteen (15) days of the written disposition given under the last step of the grievance procedure provided for in this Agreement or the time when the Employer's answer was due, whichever applies. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate within time periods referred to above, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within the thirty (30) or fifteen (15) calendar days or within a longer period if mutually agreed upon, the moving party must file a demand for arbitration with the American Arbitration Association in accordance with the applicable rules of the Association. The demand must be in writing and received by the opposite party within the appropriate time periods. If the thirty (30) or fifteen (15) calendar day time limit, or longer period if mutually agreed upon, is not strictly adhered to by the moving party, then that party shall forfeit the right to continue through arbitration.

17.9: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or supplemental agreement. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

The arbitrator elected shall have no power to hear the case if the moving party has not adhered strictly to the above time limits.

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

17.10: The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

17.11: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

17.12: Any award of the arbitrator shall not be retroactive more than seven (7) days prior to the time the grievance was first submitted in writing except as provided in Section 5.

17.13: There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the bargaining unit, all bargaining unit employees and the Employer.

ARTICLE 18
PROBATIONARY EMPLOYEES

18.1: All new employees shall serve a probationary period of six (6) months, during which time they will be termed "probationary employees." At the sole discretion of the Employer, if the Employer believes that the employee has not satisfactorily completed his first six (6) month probationary period, the Employer may extend the probationary period for an additional six (6) months with the Union's approval.

18.2: A probationary employees' service with the Employer may be terminated at any time by the Employer, in its sole discretion, and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

18.3: After an employee has successfully completed his probationary period of employment, he shall become a regular full-time employee and his seniority shall start at his most recent hire-in date of full-time employment.

18.4: During this probationary period, employees will be evaluated.

ARTICLE 19
EVALUATION REPORTS

19.1: Each employee's performance shall be reviewed prior to the expiration of the probationary period and will be reviewed annually thereafter by the Chief.

Evaluation reports may be reviewed by the employee and the employee will be given an opportunity to make any written comments he/she feels appropriate.

Evaluation reports may be utilized by the Township for any lawful purpose.

ARTICLE 20
DISCIPLINE AND DISCHARGE

20.1: The right to discharge, suspend, or discipline employees shall remain at the sole discretion of the Employer. Discharge, suspension or discipline must be by proper written notice to the employee and the Union and shall be for just cause.

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

20.3: Such charges and specifications shall cite the specific sections of the Rules and Regulations and/or appropriate law or ordinance which the member is alleged to have violated.

20.4: Should the discharged, suspended or disciplined employee and the Union consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the Employer.

20.5: Acknowledgement of Discipline. The employee will be required to acknowledge receipt of the discipline and/or discharge except that the employee may request the presence of a steward prior to signing. It shall clearly indicate that the employee's signature does not mean that they agree to the charges or penalties.

20.6: If an employee who was disciplined fails to file a grievance within the time specified in the grievance procedure, he shall forfeit his rights to the grievance procedure.

ARTICLE 21
SENIORITY

21.1: Seniority shall mean the status attained by an employee's continuous length of service in the Fire Department.

21.2: An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

ARTICLE 22
SENIORITY LIST POSTINGS

22.1: The Employer agrees to post and update annually a seniority list. An employee's standing on the published list will be final unless protested by the employee in writing within ten (10) calendar days, to the Employer, from the date of posting on the Employer's bulletin board.

ARTICLE 23
LOSS OF SENIORITY

23.1: An employee's seniority and employment shall terminate if:

- A. The employee quits; or
- B. The employee is discharged; or
- C. The employee fails to return to work within three (3) working days after issuance of the Employer's notice of recall by certified mail to the employee's last known address as shown on the Employer's records. (It shall be the responsibility of the employee to provide the Employer with a current address); or
- D. The employee is absent from work for two (2) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence; or
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer; or

- F. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or
- G. A settlement with the employee has been made for total disability; or
- H. The employee is retired; or
- I. The employee is laid off or has not worked for the employer for a continuous period exceeding the length of his employment or two (2) years, whichever occurs sooner; or
- J. He is convicted of any felony or criminal offense providing for imprisonment of one (1) year or more; or
- K. Is not legitimately able to fulfill his assigned duties; or
- L. Being intoxicated when reporting for duty, and/or drinking intoxicating beverages while on duty; or
- M. The employee is involved in the sale or consumption of illicit illegal substances such as drugs while on the Employer's property; or
- N. The employee is convicted of the sale of drugs and/or alcoholic beverages to minors at any time.

ARTICLE 24
INCIDENTAL OPPORTUNITIES

24.1: Applying the principles of economy and efficiency, the Township will offer incidental employment first to full-time employees, provided that the Township will not have to call in an employee on an overtime basis to replace the full-time employee afforded the incidental employment opportunity. "Incidental employment opportunity" as referred to in this Article is defined to mean an opportunity to assist in securing new township fire department equipment or fire department equipment which has been submitted to a contractor for major modifications. Incidental employment, as referred to herein, refers to employment relating to the fire department only. Notwithstanding the provisions of this Article, the Chief of the Department may, without involving bargaining unit personnel, personally pick up and deliver any Fire Department equipment.

ARTICLE 25
TRANSFERS

25.1: Temporary Job Transfer. When additional manpower is needed to assist production in another department or classification, the Employer reserves the right to make transfers from where manpower is available. If the necessary volunteers are not obtained, then transfers shall be made on the basis of inverse seniority from among those qualified employees available for such transfer. Employees who are temporarily transferred shall not suffer a reduction in wages. Employees temporarily transferred to a higher classification shall receive the rate of the higher classification for the period while so assigned.

25.2: Transfers from Bargaining Unit. An employee transferring outside the bargaining unit shall retain, but not accumulate, seniority. If the employee elects to return to the bargaining unit within six (6) months, or if the Employer wishes the employee to return to the bargaining unit within six (6) months from the date of transfer out of the bargaining unit, he shall be returned to the bargaining unit, and he shall be assigned to work that is available at the classification he held at the time he was transferred out of the bargaining unit. But in no event shall he be assigned to a higher category or classification and/or pay than he previously held at the time he transferred out of the bargaining unit.

ARTICLE 26
PROMOTIONS

26.1: Whenever a vacancy that the Employer is going to fill occurs, the Employer will post a notice of such vacancy, on the bulletin board, for a period of seven (7) calendar days. The job posting shall include the job classification and qualifications necessary for consideration.

26.2: Applicants shall be chosen on the basis of qualifications and skill. In the event an applicant is applying for a promotional position, this applicant will be considered in light of the promotional examination procedure of the Delta Township Fire Department which may from time to time be modified after consultation with the Union, however, the procedure in effect at the time of ratification of this agreement is incorporated by reference as Appendix "C" to this Agreement. Applicants from within the bargaining unit will be given equal consideration with all other applicants.

26.3: An applicant from within the bargaining unit who is appointed to a promoted position shall meet all job performance requirements.

An evaluation of the promoted employee will be conducted by the Fire Chief after four (4) weeks in the position. Any employee wishing to return to his/her previous rank shall be allowed to do so within the first four (4) weeks of the promotional probationary period. Likewise, the Fire Chief can, following his four (4) week review, make a determination of unsatisfactory performance and return the employee to his/her previous rank.

In the event an employee remains in the promoted position, he/she will be again evaluated at six (6) months of employment in the promoted position. If the employee is found to be satisfactorily performing, he/she will then be removed from promotional probationary status and eligible for scheduled salary increases. In the event that the Fire Chief determines that the promotional candidate has not satisfactorily performed during the promotional probationary period, the employee will be returned to his/her former rank and any applicable rate of pay.

26.4: An employee promoted from within the bargaining unit to a higher ranking position shall, subject to the limitations set forth in subsection 27.3 above, receive that rate of pay in the higher ranking position which results in an increase in salary over the employee's rate of pay prior to the promotion.

26.5: The Delta Township Fire Department career ladder will be utilized for promotions within the bargaining unit during the life of this agreement. In the event the Employer desires to change the career ladder, the Employer will give the Union notice of intended changes and an opportunity to bargain over such changes.

ARTICLE 27
LAYOFF AND RECALL

27.1: Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

27.2: Order of Layoff.

- A. No permanent or probationary employee shall be laid off from his position in the Fire Department while any temporary or provisional employees are serving in the same position class in that Department.
- B. Except as provided below, the layoff of probationary or permanent employees in the Fire Department shall be in inverse order of seniority.

27.3: Demotion in Lieu of Layoff.

- A. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to the next lower position in the employee's division.
- B. If there is no lower position in an employee's division, that employee who so requests shall in lieu of layoff be demoted or reassigned through those classes in other divisions in which the employee previously held permanent status.

27.4: Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

27.5: Preferred Eligible Lists.

- A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced within the Fire Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which displaced.
- B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted or reassigned unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is less. Employees shall be recalled from layoff or shall be restored to positions from which demoted or reassigned in the Fire Department before any other persons are selected for employment or promotion in those ranks.

27.6: A laid-off seniority employee, if recalled to a job, shall be required to take the recall. Failure to take such offered work, except as provided in section 28.7, shall result in loss of seniority and discharge.

27.7: During the period of layoff, an employee may be recalled to a temporary position. The employee would be classified as a temporary employee; be paid at the rate of pay for the position; and be entitled only to those benefits given temporary employees. An employee may decline recall to a temporary position without jeopardizing his position on the preferred eligible list.

Employees on layoff may be recalled to fill positions for employees absent due to illness, accident, pregnancy, and on-the-job injuries; however, such recalls shall be only for as long as the regular employee is absent or disabled or until the position is declared vacant. An employee may decline such recalls without jeopardizing his position on the preferred eligible list.

- 27.8: A. The order of recalling laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- B. Notices of recall shall be sent by certified or registered mail or telegram to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three (3) calendar days and shall return to work within five (5) calendar days after issuance of notice or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer.

ARTICLE 28
INDEFINITE LAYOFF POLICY

In the event of an indefinite layoff, each full-time non-probationary employee shall receive:

Two weeks pay	plus
Sick time accumulated	plus
Vacation time accumulated	plus
Health insurance	provided for 3 months
Dental insurance	provided for 3 months
Disability insurance	provided for 3 months
Life insurance	provided for 3 months

ARTICLE 29
RETURN OF TOWNSHIP PROPERTY

Employees shall have the responsibility of turning in all Employer equipment and property at termination of their employment. This provision shall apply at the time of voluntary and involuntary termination, layoff or retirement.

ARTICLE 30
SAVINGS

30.1: In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

30.2: In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE 31
WORK RULES

The Employer reserves the right to publish and enforce from time to time new work rules, policies, and regulations not in conflict with this Agreement after discussion with the Union.

ARTICLE 32
SAFETY REGULATIONS

The Employer agrees to comply with safety regulations as required by the appropriate regulatory agency.

It will be the responsibility of each employee to report immediately to his supervisor any malfunction of equipment, personal injury or any unsafe working conditions which he may observe. Failure of an employee to adhere to safety regulations may be treated as a cause for discipline.

Employees are required to properly utilize all required safety devices.

ARTICLE 33
EMERGENCY CONDITIONS

It is agreed by both parties that certain conditions will present emergencies demanding that the public interest be placed above that of either party or the requirements of this contract. Under such conditions, the Chief may call in such employees as, in his judgment, can handle the work to be done and seniority shall not apply to the selection of employees to work or the requirements that certain employees work.

Employees shall be required to work the emergency.

All other overtime and callback will be by classification and equalized to the extent possible.

ARTICLE 34
REPORTING FOR WORK

An employee not reporting for work shall notify the department, if possible, one (1) hour before his starting time and shall advise the department as to the reason for his inability to work. Failure to report for work without reasonable cause and/or failure to advise the department of suitable reasons for inability to work may constitute grounds for disciplinary action.

ARTICLE 35
UNION ACTIVITIES

35.1: Officers and other representatives of the Union will be afforded reasonable time during regular working hours, without loss of pay, to fulfill their Union responsibilities, including processing of grievances and administration enforcement of this Agreement but excluding contract negotiations.

35.2: The Union will be provided a three foot by three foot (3' x 3') space at each station for the posting of Union notices.

35.3: The Union may schedule one (1) meeting per month on Fire Department property, provided the Chief is given reasonable advance notice thereof and such meetings are not disruptive of the duty of the employees or the efficient operation of the Department. The meeting will not exceed one (1) hour.

35.4: A special meeting can be called to be held at the Fire Department facilities, with the permission of the Chief or his designee.

35.5: The president and secretary of the Union shall each be allowed five (5) days off, without pay, to attend Union seminars and conferences. All requests for leave under this provision must be made in writing to the Chief of the Fire Department no later than fifteen (15) days prior to the time that the leave is to commence. An employee receiving leave under this provision may utilize employee accumulated vacation leave during the period of his absence.

35.6: The Union, in contract negotiations, may be represented by employees in the bargaining unit, not to exceed three (3). In

addition, the Union may be represented in contract negotiations by counsel or FAOM representatives not to exceed three (3).

35.7: Members of the Union's negotiating team will be allowed to swap time, if necessary, to attend contract negotiations. The Chief will be given six (6) hours advance written notice of the employees involved in the swap.

ARTICLE 36
WORK WEEK

The normal duty week for regular full-time employees of the Fire Fighting Division will be an average of fifty-six (56) hours per week.

The Fire Fighting Division will operate on a three-platoon system for the duration of this Agreement. The cycle will be: twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, twenty-four (24) hours off duty, twenty-four (24) hours on duty, ninety-six (96) hours off duty, thereafter continuing on the same cycle. The twenty-four (24) hour period on duty will start at 7:00 a.m. and end at 7:00 a.m. the following day.

This article shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week, or pay per day or per week.

The starting and quitting time of each shift may be changed to meet the operating needs of the Township, however, the Township will first confer with the Union before implementing any such changes.

Subject to department manpower requirements as determined by the Chief, or an individual designated by the Chief to act in his absence, employees shall be permitted to voluntarily trade work or leave days, providing, that to insure coverage of shifts, employees scheduled to work must inform the Chief or an individual designated by the Chief to act in his absence of any voluntary trade of work days or leave days and such originally-scheduled employees shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the originally-scheduled employee.

In the event an officer trades with a firefighter, the senior firefighter shall be in charge, absent an officer, without step-up pay.

For the purpose of calculating fringe benefits, base compensation shall be redefined as regularly scheduled hours worked, as defined in this Article, times the employee's straight time rate.

ARTICLE 37
OVERTIME

37.1: Overtime pay shall be paid for employees of the Firefighting Division for all work in excess of an employee's regularly scheduled work day, twenty-four (24) consecutive hours, and at such other times as required by law. Any overtime paid will be paid at one and one-half (1-1/2) times the employee's prevailing hourly rate.

ARTICLE 38
CALL-IN PAY

38.1: Employees who sign the call-in roster for ambulance crew, squad crew or who respond to an all-call alarm and are called back to duty during scheduled off-duty time shall be compensated for a minimum of one (1) hour at one and one-half (1-1/2) times the employee's prevailing hourly rate. Employees who are called back to duty, in instances other than those set forth above, during scheduled off-duty time shall be compensated for a minimum two (2) hours at one and one-half (1-1/2) times the employee's prevailing hourly rate.

38.2: All callback scheduling and operations shall be authorized by the Fire Chief or his designated representative.

38.3: The Employer will maintain a list of departmental personnel listed in increasing order of seniority by classification.

In determining the order of priority for overtime work, the Chief or his designee, will refer to the overtime list. The overtime list will be followed on requests for overtime work utilizing a rotation method. If an individual on the list declines the offered overtime work, the refusal will be charged against him and the next person on the list will be requested to respond. If an individual is not contacted on the overtime request, the request for overtime shall not be charged against his standing. The list will be followed and when exhausted, the Employer may offer the work to members of the part-time force and/or may order in the least senior qualified employee except as otherwise set forth herein.

If there is an absence of a paramedic thereby leaving less than two paramedics on a shift, the Employer will attempt to fill the vacancy by first offering the vacancy to bargaining unit paramedics before calling in non-bargaining unit personnel. The EMS Director may perform paramedic service as in the past. Non-bargaining unit personnel shall not be bumped by bargaining unit personnel from the hours the non-bargaining unit employee accepted for call-in.

In the event there is an error made as to why is called in, it will be remedied by affording the employee who should have been called in the next opportunity for similar overtime work. Errors in call-in shall not be subject to the Grievance Procedure.

In all cases of overtime call-in availability, the Chief or his designee shall retain jurisdiction to determine the number of men needed to determine whether a situation necessitating call-in for overtime exists.

ARTICLE 39
PYRAMIDING

Premium payments shall not be duplicated for the same hours worked under any articles of this Agreement.

ARTICLE 40
LEAVES OF ABSENCE

40.1: The Employer may grant any full-time seniority employee an unpaid leave of absence provided such employee shall make written application for same with the Employer, giving his reason for requiring a leave, at least fifteen (15) days prior to the proposed commencement of such leave unless excused by the circumstances.

40.2: If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee may be terminated from his job.

40.3: Except in the case of a leave recognized by the Family and Medical Leave Act, during an approved unpaid leave of absence, an employee may arrange for continuation of health, life, dental, and long-term disability insurance by agreeing to pay the premiums therefor at the time they become due each month.

For an approved unpaid leave of absence under the Family and Medical Leave Act, continuation of health insurance shall be in accordance with the requirements of the law.

40.4: Time absent on unpaid leaves of absence shall not be counted as time at work for any purpose. Benefits and seniority will be frozen; no additional benefits and seniority will accrue.

EXCEPTION: If an employee is eligible for long term disability benefits due to sickness or injury, all fringe benefits shall continue for the first ninety (90) days of the leave of absence.

40.5: Leaves of absence which are granted for reasons recognized by the Family and Medical Leave Act of 1993 shall be governed and administered in accordance with the terms of that law and shall supersede all other terms of this collective bargaining agreement which may be in conflict.

ARTICLE 41
PERSONAL ILLNESS

Permanent, full-time employees shall earn sick pay credit hours as follows:

Twelve (12) hours per month of continuous employment with a maximum accumulation of eight hundred sixty-four (864) hours.

All full-time employees asking for credit for sick leave must notify the Chief or designee by phone at least one (1) hour, if possible, before the start of the day for which credit is asked. Failure to timely notify the Chief or his designee will result in lost time unless the failure to so notify is excused by the Chief because of extenuating circumstances.

No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence, nor will sick leave credits accumulate during layoff.

Sick leave may not be used for vacations or to extend vacations, nor can it be used to extend holidays or weekends.

The Chief or his designee shall be responsible for reviewing and approving employee's requests for sick leave. A doctor's report may be requested and submitted by the employee if the Chief or his designee believes such leaves are being abused, otherwise no paid sick leave will be granted.

Should an employee be unable to report for work after a two (2) working day period, then the employee must report for work following the illness with a certificate by a doctor or other proof

of adequate reasons for absence on such sick leave, otherwise such leave pay shall be denied unless excused by the Chief.

An employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to return to work without limitations or restrictions.

The Employee will receive payment for one year's accumulated sick leave credit for each year the total accumulated credit exceeds the maximum allowable accumulation for the employee.

Upon retirement, voluntary termination or death, an employee or beneficiary will be paid for the total sick time accumulated at the time of such retirement, termination or death, subject to the maximum allowable accumulation set forth in this Agreement.

In the interest of the safety of the individual employee, the fellow employees, and the Township, an employee may be required by the Township to undergo a physical examination by the Township's designated physician and at the Township's expense.

The Township reserves the right to layoff or terminate an employee found by examination to suffer from any physical or mental condition which may make continued employment hazardous to himself or others.

ARTICLE 42
JURY DUTY AND WITNESS PAY

42.1: Any permanent full-time employee who has completed his probationary period and is summoned and reports for jury duty prescribed by applicable law, shall be paid the difference between the jury duty fee which he receives for such service and his then-current straight time rate which he would have received if he had worked, for the working time actually lost. In order to receive payment under this section, an employee must give the employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that the jury duty was performed on the days for which payment is claimed.

The employee is expected to report for work on any scheduled work day when the jury is not in session. Often jury members are dismissed early in the day or week. In such event, the employee is expected to return to his job promptly. The employee's seniority continues to accumulate during jury duty leave.

42.2: Employees subpoenaed to appear as a witness in a judicial or administrative proceeding arising out of the course of employment will receive the difference between his straight-time pay and the fees for appearing as a witness for the time spent in court appearances. In the event an employee appears as a witness during regularly scheduled off-duty hours the employee will receive the difference between one and one-half (1-1/2) times his straight-time hourly pay and the fees for appearing as a witness for the time spent in court appearances.

Employees will provide the Chief or his designee with prompt notice of his call as a witness and provide evidence of witness service and of the payment received for it.

ARTICLE 43
BEREAVEMENT LEAVE

43.1: Bereavement Leave. Employees shall be entitled to funeral leave with pay up to two (2) twenty-four (24) hour duty days in the event of death in the employee's immediate family.

43.2: Immediate Family Defined. An employee's immediate family is defined as current spouse, child, father, mother, sister, brother, grandparent, stepmother, stepfather, current spouse's father or mother, grandchildren, stepchild or any dependent who resides permanently with the employee's family in the employee's household.

43.3: Other Leave. One (1) day leave of absence with pay may be granted a permanent, full-time employee immediately following the death of a current spouse's brother, sister, stepbrother, step sister or grandparent.

43.4: Qualifications. No bereavement benefit will be paid unless the employee attends the funeral of the deceased and it shall be the employee's responsibility to provide the necessary proof of death, relationship and attendance upon returning to work if so requested. No reimbursement shall be authorized for any part of the bereavement leave of absence which falls on part of the employee's vacation or sick time, or during such time the employee is not scheduled to work. Employees shall be paid at their regular straight-time rate of pay for the hours for which they qualify for bereavement leave.

ARTICLE 44
VACATION

44.1: Eligibility. Employees who have been employed by the Employer for a period of six (6) months in a full-time position, shall be entitled to a vacation as provided for in the following schedule:

<u>Years of Service</u>	<u>Vacation Allowance</u>
1 through 5	11-1/3 hours per month - 136 hours per year
6 through 15	16 hours per month - 192 hours per year
16 or more	20-2/3 hours per month - 248 hours per year

44.2: Vacation pay shall be computed at the employee's current regular rate of pay, minus any shift or premium pay.

44.3: Vacation time will not be allowed without a written request from the employee, approved by the Employer. Requests for vacation leave must be submitted at least thirty (30) days in advance of the anticipated leave. The Employer's grant or denial of the vacation leave request shall not be a proper matter for a grievance. In the event of conflicting vacation schedule requests, if the Employer determines that a request can be granted, preference will be given to the employee with the most seniority within the classification.

- 44.4: A. The Employer or his designated representative shall determine the number of employees who can be excused for vacation purposes at any one time.
- B. No vacation time off shall be cumulative from year to year and no vacation pay will be paid in lieu of vacations except in cases of extraordinary circumstances. An employee having accumulated twelve (12) months' vacation credit hours in a calendar year and fails to take such vacation within the following twelve (12) month period, is subject to forfeiture of the accumulated vacation credit hours exceeding the twelve (12) month vacation credit hour accumulation.

44.5: Vacations will be granted at a time when the vacation will not interfere with the Employer's work operation.

44.6: No vacation shall be earned while an employee is on an unpaid leave of absence or when an employee is laid off from work.

44.7: If an employee's employment is terminated prior to any anniversary date after his first year upon which he would have qualified for vacation with pay, he will be entitled to any pro-ration of the vacation pay he has accumulated. An employee terminated for cause will be ineligible for vacation pay.

44.8: In the event an employee suffers a physician-certified illness during a scheduled vacation period, such days of illness shall not be charged against his allotted vacation time but shall be charged against an employee's accumulated sick leave.

ARTICLE 45
HOLIDAYS

45.1: Holiday pay shall be One Hundred Dollars (\$100.00) for each authorized holiday and Fifty Dollars (\$50.00) for each authorized half-day holiday.

45.2: Payment for the following holidays shall be made in a lump sum payment on or about the fifteenth (15th) of November:

- New Year's Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

The day preceding both Christmas and New Year's Day are considered as paid half-day holidays, only when Christmas or New Year's do not fall on either Saturday, Sunday or Monday.

45.3: When a holiday falls on a Saturday, the preceding Friday shall be considered the paid holiday, and when the holiday falls on Sunday, the following Monday shall be considered the paid holiday.

45.4: If an employee is on layoff or any unpaid leave of absence, he shall not receive holiday pay for that day.

ARTICLE 46
WORKER'S COMPENSATION

Pursuant to Michigan Law, the Employer provides, at its sole expense, Worker's Compensation coverage for each employee covered by this Agreement.

On-the-job injuries must be reported immediately and medical assistance obtained within twenty-four (24) hours of the injury.

An employee unable to continue or adequately perform the assigned work due to a job-related injury, may be eligible for Worker's Compensation under the State of Michigan, Worker's Compensation Laws.

On the day of a job-related injury, the Township shall pay the employee the normal regular straight-time hourly rate for such time lost.

Employees receiving Worker's Compensation benefits for injuries and/or illnesses arising out of and in the course of their employment with Delta Township will, for a period of up to twenty-four (24) consecutive calendar months, be paid that portion of his regular straight time earnings which, together with such compensation, equals his regularly scheduled earnings.

After twenty-four (24) continuous months, an employee receiving Worker's Compensation benefits shall be entitled to utilize accumulated unused sick leave and vacation leave credits to the extent of the difference between the compensation payments and the employee's regular pay.

An employee shall continue to accrue and receive benefits so long as he had paid leave benefits available and deductions are being made from said benefits. When this period has lapsed, the employee shall be deemed to be on inactive status and will not be eligible to accrue or receive benefits other than those set forth in this Article.

Employees must submit a copy of any Worker's Compensation payments they receive before the Employer is obligated to apply the provisions of this Article.

ARTICLE 47
HEALTH INSURANCE

The Township shall provide a health insurance policy for each permanent, full-time employee, the employee's current spouse

and dependents; the plan to be Blue Cross/Blue Shield Master Medical with a Master Medical deductible of \$100.00 employee or \$200.00 family. The Employer reserves the right to change carriers or be self-insured or have a combination thereof with a sixty (60) day notice to the Union, provided the benefits are equivalent or better. Health care coverage will provide for pre-determination together with a Five Dollar (\$5.00) co-pay prescription rider, ML, FAE/RC riders.

The Employer will provide for up to twenty-four (24) months continuation of the medical health insurance for any Employee who incurs a duty-related disability.

ARTICLE 48
DENTAL INSURANCE

The Township shall provide each permanent, non-probationary employee, current spouse and dependents a dental insurance policy at no cost to the employee. The coverage hereunder will be the same as provided to all non-affiliated employees of the Township.

ARTICLE 49
LIFE INSURANCE

The Township shall provide and pay the premium therefor for a Death Benefit insurance policy equal to one and one-half (1-1/2) times the employee's annualized base compensation and to include a Double Indemnity feature for accidental death for any cause whatsoever.

ARTICLE 50
LONG TERM DISABILITY INSURANCE

In order to protect the employee from experiencing financial hardship due to a prolonged recuperation in the event of disability, the Township has provided Long Term Disability insurance.

The Long Term Disability insurance commences the 91st day after injury or illness and continues to age seventy (70).

The first ninety (90) days of compensation shall be paid from the employee's accumulated sick time credits, if available, up to the maximum of eight hundred sixty-four (864) hours.

In the event that the cost to the Township for providing Long Term Disability insurance exceeds 1.5 times the cost to the Township in effect on September 4, 1984, employees will pay fifty (50%) percent of any premium costs in excess of 1.5 times the rate in effect on September 4, 1984. Contribution by the employee toward the premium cost will be paid through payroll deduction.

ARTICLE 51
HEALTH INSURANCE FOR RETIREES

The Township shall provide health insurance for a retiree and the retiree's unremarried surviving spouse on a "shared-cost" basis contingent upon the number of years of continuous service at retirement date.

Only those employees qualifying by definition of retiree and having attained retirement age shall be eligible for this benefit.

The Township's cost participation shall pertain to the premium for "Complementary/Coordinated" benefit coverage only. Definitions applicable to this section are:

<u>Retiree:</u>	An employee with at least twenty (20) years continuous service in a permanent, full-time classification.
<u>Retirement Age:</u>	The normal retirement age shall be sixty-five (65) years of age with an optional early retirement at fifty-five (55) years of age.
<u>Retirement Date:</u>	That day after the last day worked (or for which an employee receives compensation).
<u>Complementary/ Coordinated Benefit Coverage:</u>	Health insurance that compliments and/or is coordinated with Medicare/Medicaid.

The "Schedule of Shared Participation Rates" are as follows:

<u>Years of Service</u>	<u>Employer Share</u>	<u>Employee Share</u>
20	75%	25%
21	80%	20%
22	85%	15%
23	90%	10%
24	95%	5%
25	100%	0%

The "Schedule of Shared Participation Rates" referred to above shall apply to any employee who retires after September 4, 1984.

Effective July 1, 1991, an employee seeking early retirement between ages fifty-five (55) and sixty-five (65) will be allowed to remain on the Township's policy, if he/she desires. The Township's cost participation shall be limited to 30% of the then-current cost of 2-party premium. The balance of the cost shall be borne by the retiree. Coverage shall be equal to that coverage the employee had prior to retiring except that the Master Medical deductible shall be \$150-\$400 and prescription drug rider shall be eliminated.

ARTICLE 52
PENSION AND/OR RETIREMENT PLAN

The Employer shall continue its present Money Purchase Retirement Plan for all permanent, full-time employees recognized by this Agreement.

Employees hired prior to November 20, 1984, and who were participants in the plan shall receive 100% vested interest rights to the amounts contributed on their behalf after twenty (20) months continued employment with the Township.

Delta Charter Township presently contributes 12.5% of each eligible employee's annual base compensation to the "Money Purchase Retirement Plan." An employee may also personally contribute to the Plan, and if so, such additional contribution is limited to 10% of the employee's annual base compensation. An employee's voluntary contribution to the plan may be carried out through payroll deduction provided that the Employer is presented with an appropriate signed authorization.

The vested interest rights of employees under the Money Purchase Retirement Plan are as follows:

Less than 3 years of service	0%
3 years of service	20%
4 years of service	40%
5 years of service	60%
6 years of service	80%
7 years of service or more	100%

Effective as soon as administratively possible, the employees shall be provided a pension through the Michigan Municipal Employees Retirement System with the following benefit program:

- Age and service - 50/25
- Multiplier - B-4
- Final Average Compensation - FAC 3

The current assets of the Money Purchase Retirement Plan shall be transferred to MERS on behalf of the bargaining unit members. At the time the assets are transferred the employees' contribution to the Money Purchase Retirement Plan shall cease. The Employer obligation for providing the MERS pension shall be a maximum of nine percent (9%) of an employee's income (as defined by the MERS Plan). Any required additional contribution (as determined actuarially) shall be made by employees through payroll deduction.

Employees shall be permitted to purchase up to five (5) years of either military, past service or generic time. The cost of this service shall be paid entirely by the employee. Employees are not permitted to use any of the accrued Money Purchase Retirement Plan monies for purchasing service.

ARTICLE 53
LONGEVITY

Employees who have been employed by the Fire Department for a period of five (5) continuous years in a permanent, full-time classification, shall be eligible to receive longevity pay on or about December 15th of each year, based upon the following schedule:

5 through 10 years	1-1/2% of the annual base wage
11 through 15 years	2-1/2% of the annual base wage
16 or more years	3-1/2% of the annual base wage

Eligibility is determined whereby an employee's anniversary date must fall on or before December 15th the year the longevity is to be paid.

Basis of payment is to be predicated upon the annual annualized base compensation as of November 30th preceding the date on which the payment is to be made.

ARTICLE 54
WAGES

The classification and hourly rates of pay of employees in the bargaining unit are as set forth in the attached "Appendix A" to this Agreement.

ARTICLE 55
COST OF LIVING ALLOWANCE

During the term of this Agreement, a cost of living allowance will be paid in accordance with the attached "Appendix B" to this Agreement. Effective July 1, 1994, the Cost of Living provision shall cease.

ARTICLE 56
MILITARY SERVICE

Any employee desiring military leave shall submit written application to the personnel committee at least two (2) weeks prior to separation except in cases of state or national "Declaration of Emergency".

An employee volunteering for active military service will be granted a leave of absence without pay covering one period of service. The employee does not participate in the Township's benefit program while completing this period of service. Upon release from active service the right to return to Township employment must be exercised within the time allowable by law.

Permanent, full-time employees will be granted a temporary military service "leave of absence" to fulfill the statutory obligations required as a member of the military reserve or National Guard. The employee will receive the difference between military and Township wages upon submission of the completion of training and military pay records.

Permanent, full-time employees volunteering to serve beyond the statutory obligation as a military reserve or National Guard, will be granted a leave of absence except that such service shall relieve the Township from any obligation to pay the difference between the military and Township wage.

Permanent, full-time employees ordered to active duty as a reservist will be paid the difference between the military and Township wage for a period of fifteen (15) work days, and thereafter an employee will be considered on an unpaid leave of absence and will not participate in the Township's benefit program.

ARTICLE 57
LOSS OR DAMAGE TO PERSONAL PROPERTY

An employee's personal property, limited to eyeglasses, contact lenses, and wristwatches, lost or damaged during the performance of the employee's regular job, excluding normal wear and tear, shall be repaired or replaced by the Township in the case of eyeglasses and contact lenses but limited to One Hundred Dollars (\$100.00) per year for wristwatches under the following circumstances:

- A. The intentional acts of third parties caused the damage.
- B. The damage was caused by an unknown defect or malfunction in equipment or supplies provided to the employee by the Township, or which the employee was not aware.
- C. The damage or loss was caused by a known defect or malfunction in equipment or supplies provided to the employee after the employee reported the defect or malfunction to the Township, and the Township failed within a reasonable time to correct the defect or malfunction thereby causing damage or loss to the employee's personal property.
- D. Damage arose out of and in the course of the employee's work and was not the result of any negligence on the part of the employee.

ARTICLE 58
MATERNITY LEAVE

Leaves of absence requested for the purposes of child birth, care of a child following birth, or placement of a child for adoption or foster care with an employee shall be in accordance with the terms of the Family and Medical Leave Act. An employee shall be required to utilize accumulated sick leave time for disabilities occasioned by pregnancy or child birth.

When an employee first becomes aware of being pregnant, it is required that the employee's supervisor be presented with a statement from the employee's health care provider indicating the employee's ability to perform and probable date of delivery.

ARTICLE 59
FOOD ALLOWANCE

The Township will pay each employee of the Firefighting Division a quarterly food allowance of One Hundred Thirty Dollars (\$130.00). This allowance will be paid at the end of the first payroll period following the quarter in which payment is due. In the event an employee fails to complete the period for which payment is due he shall be paid on a pro-rata basis.

ARTICLE 60
UNIFORM ALLOWANCE

The Township will furnish to members of the Firefighting Division the following:

- One (1) pair of boots
- One (1) coat
- One (1) pair of gloves
- One (1) helmet
- One (1) pair of bunker boots
- One (1) pair of bunker pants
- One (1) safety belt
- One (1) pair of suspenders

Equipment provided by the Township which is lost or damaged during the course of duty will be replaced by the Township at its expense, provided, however, that such loss or damage did not result from employee negligence.

New hires of the Firefighting Division will also be furnished with the following:

- Five (5) shirts
- One (1) pair of shoes
- Three (3) pair of pants
- One (1) belt with buckle
- One (1) winter jacket
- One (1) summer jacket
- One (1) pair of ambulance gloves

The Township will make available to each full-time employee of the Fire Fighting Division a uniform maintenance

allowance of twenty-five dollars (\$25.00) per month. Any employee having a cumulative balance on the books of the Township under the old agreement shall be entitled to use such balance until it is exhausted. No negative balance will be permitted.

ARTICLE 61
TRAVEL ALLOWANCE

Employees will be reimbursed twenty cents (\$.20) per mile for each mile that an employee is required to drive his own vehicle in the course of his employment.

ARTICLE 62
MANDATORY TRAINING SESSIONS

All employees participating in mandatory training sessions during their off-duty hours shall be compensated at one and one-half (1-1/2) times their straight-time hourly rate for the time spent in said training programs.

ARTICLE 63
JOB-REQUIRED LICENSES

The Township agrees to pay the fee for all job-required licenses.

ARTICLE 64
TUITION REIMBURSEMENT

64.1: Attendance at Mandatory Courses. The Township will pay the tuition expense and course materials cost for employees attending educational courses at the direction of the Township. All books and course materials will be the property of the Township. In the event an employee attends a mandatory educational course while off-duty, he/she will be compensated at time and one-half his/her straight-time hourly rate for time spent in attendance at course classes.

An employee attending educational courses will obtain the prior approval of the Chief or Township Manager for room, board and travel expenses.

64.2: Attendance at Non-Mandatory Courses. The Township will reimburse tuition costs only for an employee's attendance at elective non-mandatory educational courses which are directly related to the employee's employment with the Township.

Reimbursement will be made only after course completion and only if the employee receives a passing grade.

ARTICLE 65
EDUCATIONAL INCENTIVE

The following educational incentive plan will apply:

Associate Degree in Fire Science	base wage + 2%
Associate Degree in E.M.S.	base wage + 2%
E.M.T. License	One Hundred Dollars (annually)
E.M.T. Specialist License	Two Hundred Dollars (annually)
Instructor Coordinator	Two Hundred Dollars (annually)

The E.M.T. License, E.M.T. Specialist License and Instructor Coordinator incentive payments will be payable each year on or about November 15th.

ARTICLE 66
SAFETY COMMITTEE

The Township and the Union agree to cooperate in the establishment of a Safety Committee for the purpose of promoting safety, including safety awareness among members of the bargaining unit and the Township in addition to the identification and correction of unsafe work practices and equipment consistent with the mission of the department.

There shall be equal members of Township and Union Committee Representatives which may be increased or decreased upon mutual agreement.

The committee shall initially consist of two (2) members selected by the Union and two (2) members selected by the Township.

ARTICLE 67
STATION DUTIES

Routine station duties will generally end at twelve noon (12:00 p.m.). Routine station duties include such items as housekeeping chores, rig checks, cleaning, painting, washing walls and mowing lawns.

In the event employees are unable to perform routine station duties because of calls to service, such work will be done after twelve noon (12:00 p.m.) until the work is completed.

Repairs, maintenance and installations of new equipment is not included in the definition of "routine station duties" and these functions are to be performed throughout the work day.

ARTICLE 68
COMPLETE AGREEMENT

68.1: It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

68.2: The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by parties hereto.

ARTICLE 69
PAST PRACTICES

Both the Township and the Union subscribe to the principal that this contract should be the complete Agreement between the parties.

The parties, however, recognize that it is most difficult to enumerate in an agreement practices inherent in a relationship of many years duration.

If the Township proposes any change in any understanding, agreement, or past practice, involving wages, hours and/or working conditions during the life of this Agreement which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

If the parties are unable to reach an agreement within thirty (30) days of their initial meeting, the dispute shall be submitted to arbitration under Step Five (5) of the Grievance and Arbitration provision of this Agreement. The Union shall have the burden of proving a past practice and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the Township shall prevail if the Township can show fair and reasonable justification for the change.

ARTICLE 70
DRUG TESTING POLICY

70.1: Description. This directive outlines the procedures relating to administration of the Township's drug testing policy.

70.2: Policy. The Township intends to give the same consideration to persons with chemical (alcohol and other drugs) dependencies as it does to employees having other diseases. However, the Township cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol. With the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal Township benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use, or possession of illegal drugs or drugs which have not been legally obtained by employees is prohibited. Arriving for work under the influence of drugs or alcohol to the extent that job performance is adversely affected is also prohibited. In such cases, disciplinary action, up to and including termination, will be imposed.

It is the intent of the Township, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

70.3: Procedure.

- A. Testing of employees shall be conducted only under the following circumstances:
1. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).
 2. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found to

- have been brought by the employee in an area controlled or used exclusively by the employee (e.g., employee's locker, etc.).
3. Following a serious accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.
 4. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
 5. Routinely to all job applicants to whom a job offer is being considered within the Fire Department.
- B. An employee ordered to submit for testing shall be informed of the underlying reasons why he is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of steward representation consistent with the applicable collective bargaining agreement. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a three hour period to submit to testing, he shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.
- C. The supervisor requesting the test shall fill out the designated Form A.
- D. For urine testing, the urine specimen shall be obtained from the employee as follows:
1. The employee shall be escorted to the bathroom or other medical facility.
 2. The supervising officer (or medical personnel) shall hand the employee the specimen bottle, labeled with the employee's name, the date, name of staff witness, and any other relevant identifying information. This information shall be typed or written in indelible ink.

3. The supervisor (or designated medical personnel) shall personally watch the employee to insure that the employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the employee urinate into the bottle or take other precautions. The foregoing shall be conducted by staff of the same sex, in private, and outside the presence of other employees if conducted within Township facilities. Employees will be required to indicate to the employer the types of prescribed or over the counter drugs they are taking prior to the test.
4. If the employee is unable to provide a urine specimen immediately, he shall be detained until he is able to provide a urine specimen. Employees unable to provide a urine specimen within three (3) hours of being ordered to do so shall be considered to be refusing to submit the specimen.
5. After the bottle is filled, the supervisor (or designated medical personnel) must not lose sight of it or compromise such other precautions as may have been taken until he obtains it from the employee.

For the testing of alcohol, an alternative method of testing (e.g. breathalyzer or blood sample) will be utilized.

- E. The supervisor or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated Form A. If the employee is unable within three (3) hours of being ordered or if the employee refuses to submit to the test, this fact shall be noted on Form A.
- F. The urine specimen shall be forwarded to a contract laboratory for testing and processed as follows:
 1. The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation on Form A. The number of persons handling the specimen should be minimized.

2. For applicants to positions within the Fire Department, the thin layered chromatography (TLC) test shall first be administered. The TLC testing shall be performed by sending the sample to a contract laboratory. The results obtained shall be noted on the form. If a positive result is obtained on an applicant, a second test shall be performed on the same specimen using an alternative scientific method Enzyme Multiplied Immunoassay Technique (EMIT). In the event that both tests are positive, an applicant may request at applicant's cost the same be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If that test is negative, the applicant will be reimbursed.

For all tests, the lab shall be instructed:

- a. To freeze all specimens yielding positive results.
 - b. To return the Form A, the lab report and any printouts showing positive results.
3. For employees, the GC/MS test shall be performed.
- G. Reporting of Results. Form A, together with all printouts of positive results and any lab reports, shall be forwarded to the Township Manager who will be responsible for interviewing the employee regarding the results.

70.4: Confidentiality. The Township Manager will be designated to receive any positive reports. He/she will notify medical and other members of the Township strictly on a need-to-know basis.

No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

70.5: Use of Results.

- A. Any action to be taken on receipt of a positive report which has been confirmed will be taken by the agency head only after receiving a report from the Township Manager.

- B. The detection of the use of any illegal drug may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his system, and if need be, substantiate his explanation with medical evidence.
- C. Obviously, the presence of a drug such as phencyclidine (PCP) is self-explanatory. However, the use of prescribed drugs could be an indication of a possible health problem and close look will be given to the employee's job responsibilities and whether the use of these drugs poses a potential hazard to himself, his fellow employees or the general public.
- D. In keeping with Township policy, every effort should be made to assist the employee to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, then appropriate disciplinary action shall be instituted.

ARTICLE 71
DURATION

This Agreement shall be in full force and effect from January 1, 1994, to and including December 31, 1996, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, cancel or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

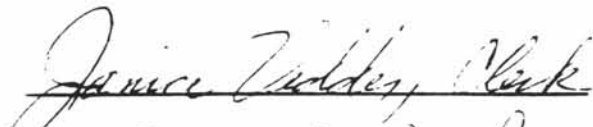

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 18 day of July, 1994.

FIREFIGHTERS ASSOCIATION
OF MICHIGAN


FOR THE CHARTER TOWNSHIP OF
DELTA



DELTA TOWNSHIP FIREFIGHTERS
ASSOCIATION



Janice Zedler, Clerk



APPENDIX "A"

DELTA CHARTER TOWNSHIP
FIRE DEPARTMENT
SCHEDULE OF ANNUALIZED WAGES

Pay Range 7/1/94 (Annually)

<u>POSITION</u>	<u>PROBATION</u>	<u>SIX MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
Captain	34,353.92	35,969.84	37,181.85	38,393.83	39,605.80	40,817.83
Lieutenant	32,394.17	33,921.74	35,065.72	36,209.68	37,353.64	38,497.61
Engineer	31,003.58	32,469.52	33,565.54	34,661.57	35,757.57	36,853.60
Paramedic/FF	31,003.58	32,469.52	33,565.54	34,661.57	35,757.57	36,853.60
Paramedic	26,085.22	27,304.50	28,219.02	29,133.51	30,047.99	30,962.50

Pay Range 7/1/95 (Annually)

<u>POSITION</u>	<u>PROBATION</u>	<u>SIX MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
Captain	35,384.53	37,048.93	38,297.30	39,545.64	40,793.97	42,042.36
Lieutenant	33,365.99	34,939.39	36,117.69	37,295.97	38,474.25	39,652.53
Engineer	31,933.68	33,443.60	34,572.50	35,701.41	36,830.29	37,959.20
Paramedic/FF	31,933.68	33,443.60	34,572.50	35,701.41	36,830.29	37,959.20
Paramedic	26,867.77	28,123.63	29,065.59	30,007.51	30,949.42	31,891.37

Pay Range 7/1/96 (Annually)

<u>POSITION</u>	<u>PROBATION</u>	<u>SIX MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
Captain	36,446.07	38,160.40	39,446.22	40,732.01	42,017.79	43,303.64
Lieutenant	34,366.97	35,987.57	37,201.22	38,414.84	39,628.48	40,842.11
Engineer	32,891.69	34,446.91	35,609.68	36,772.45	37,935.20	39,097.98
Paramedic/FF	32,891.69	34,446.91	35,609.68	36,772.45	37,935.20	39,097.98
Paramedic	27,673.80	28,967.34	29,937.55	30,907.74	31,877.91	32,848.11

Hourly rates can be calculated by dividing annual rates by 2912.

APPENDIX "B"

COST OF LIVING ALLOWANCE

All permanent, full-time employees shall receive a "cost-of-living allowance" (C.O.L.A.) quarterly.

Probationary, seasonal, temporary, part-time and/or contractual employees shall not be eligible for C.O.L.A. consideration.

Terminating employees shall not be eligible for any adjustment or payment of C.O.L.A. in final settlement.

The C.O.L.A. shall be based upon the Consumer Price Index (C.P.I.) published by the Bureau of Labor Statistics, United States Department of Labor and the Wall Street Journal newspaper (1982-84 = 100).

On each successive July 1, the salary schedules shall be adjusted by an amount equal to the percentage change in the C.P.I., not to exceed 10% except by Board of Trustees approval, for the twelve month period ending the preceding March 31st.

Computation of the quarterly C.O.L.A. shall be in accordance with the following formula:

"Quarterly Base Compensation Paid Annualized" times the "Quarterly Percentage Change," equals the quarterly "Cost-of-Living Allowance."

(C.P.I. at the end of the quarter divided by the C.P.I. at the beginning of the quarter. minus one, equals the quarterly percentage change in the Consumer Price Index.)

"Base Compensation" shall be understood to include all wages paid an employee for a normal pay period including straight time paid for regular hours worked, authorized vacation or compensatory time used, excused sick leave available from sick time credit hours accrued and any officially recognized paid holiday.

"Base Compensation" shall NOT include overtime paid, extended sick leave, Workers' Compensation, pension contribution, lump sum payment for excess sick time credit, longevity, compensatory or termination payments.

The C.O.L.A. shall not be added to the base rate for any classification, except as otherwise provided herein.

No adjustment, retroactive or otherwise, shall be made in the amount of the C.O.L.A. due to any revision which later may be made in the published figures for the "index" for any month on the basis of which the allowance shall have been determined.

<u>For Wages Paid</u> <u>Quarter Ending</u>	<u>Payment to be</u> <u>Issued During</u>
March 31	May
June 30	August
September 30	November
December 31	February

Continuation of the C.O.L.A. shall be for the duration of this Agreement.

In the event the Bureau of Labor Statistics shall not issue the appropriate "index" on or before the beginning of one of the pay periods during the month C.O.L.A. payments are due, any adjustments in the allowance required by such index shall be effective at the beginning of the first pay period after receipt of such index.

Annualized C.O.L.A. payments shall not exceed ten (10) percent of the Base Compensation for each year ending June 30th.

This C.O.L.A. provision shall cease on June 30, 1994 and be replaced with the attached wage schedules in Appendix A.

APPENDIX "C"

DELTA TOWNSHIP FIRE DEPARTMENT

PROMOTION EXAMINATION PROCEDURE

I. GENERAL

- A. Promotional examination for the career positions of Engineer, Lieutenant, E.M.S. Director, Captain, Fire Marshal, and Assistant Chief shall be held upon 60 days notice of any or all of the above position vacancies.
- B. All career (full time) employees of the Delta Township Fire Department who meet the eligibility requirements shall be eligible to take the promotional exams.
- C. The Promotional Examination Procedure shall be approved by the Delta Township Public Safety Committee and the Delta Township Manager.
- D. Promotional Examinations shall be conducted by the Delta Township Fire Department under the immediate supervision of the Fire Chief.
- E. Only those career personnel who have passed the competitive promotional examination procedure shall be eligible to be considered for promotion.
- F. The promotional examination process does not limit or exclude the Delta Township Fire Department from going outside of the Department and its career employees to seek and accept applications from qualified persons meeting the eligibility requirements as stated in II-A of the Promotion Examination Procedures.
- G. Any career (full time) employee accepting a position in the Fire Prevention Division shall retain the same rank while serving in that division as that held in the Fire Suppression division but will not exercise such rank in the normal line of duty. The intent of this statement is to assure an individual the right to make a lateral transfer into the Fire Suppression division if and only when such a position becomes available and if the individual requesting such change qualifies on the promotional examination for said available position.
- H. Promotional examinations will be given to all career employees eligible for the next higher rank. However,

the Township reserves the right to open the promotional examination to any other career employees at a lower rank if the candidates directly below the position opening do not qualify for the next higher rank.

- I. All career employees serving above Level IV will be non-Union employees and will work at the pleasure of the Board of Trustees under the direct supervision of the Fire Chief.
- J. Only the study materials for the Engineer, Lieutenant and Captain positions are complete at this time.

II. ELIGIBILITY

In order to be eligible to take the promotional examinations, a candidate must meet the following service, training, educational and experience requirements:

A. SERVICE REQUIREMENTS:

- 1. Paramedic/Firefighter with two (2) years of service from the date of appointment to date of examination shall be eligible to take the promotional examination for Engineer.
- 2. Paramedics with two (2) years of service from the date of appointment to date of examination shall be eligible to take the promotional examination for EMS Director.
- 3. Paramedic/Firefighters, Engineers and Lieutenants with three (3) years of experience from the date of appointment to date of examination shall be eligible to take the promotional examination for Captain. (Refer to page 1, H.)
- 4. Lieutenants with three (3) years and Captains with two (2) years experience from the date of appointment to date of examination shall be eligible to take promotional examination for Assistant Chief.
- 5. Paramedic/Firefighters, Engineers, Lieutenants or Captains with a minimum five (5) years of service from the date of appointment to full time status shall be eligible to take the promotional examination for Fire Marshal.

Credit in service time will be given for officially appointed and documented "Temporary" service time, e.g., temporary Engineer, temporary Lieutenant, temporary Captain, temporary Fire Marshal.

B. TRAINING REQUIREMENTS:

1. Must be a certified Firefighter II and EMT to be promoted to Engineer rank.
2. Must be a certified Firefighter II and EMT to be promoted to Lieutenant rank.
3. Must be a certified Firefighter II and Paramedic to be promoted to EMS Director.
4. Must be a certified Firefighter II and EMT to be promoted to Captain rank.
5. Must be a certified State Fire Inspector to be promoted to Fire Marshal rank.

C. EDUCATIONAL REQUIREMENTS:

1. Level I PARAMEDIC and PARAMEDIC/FIREFIGHTER -
High School Diploma or equivalent and
Paramedic Certificate
- Level II ENGINEER - High School Diploma or
equivalent
- Level III LIEUTENANT - High School Diploma or
equivalent
- Level IV CAPTAIN - High School Diploma or
equivalent and Firefighter II
Certificate
- Level V EMS DIRECTOR - High School Diploma or
equivalent and Paramedic Certificate
Instructor Certificate
- Level V FIRE MARSHAL - Firefighter II
Certificate - High School Diploma or
equivalent
- Level V ASSISTANT CHIEF - A.A. Fire Science or
equivalent - High School Diploma or
equivalent

III. EXAMINATION PREPARATION

A. WRITTEN EXAMINATION:

The written examination questions for all ranks shall be prepared under the general supervision of the Fire Chief.

For ranks of Engineer, Lieutenant and Captain, the Fire Suppression examinations shall consist of one hundred fifty to one hundred eighty (150-180) questions each. There shall be one examination each for the ranks of Fire Marshal, Assistant Chief and EMS Director to consist of one hundred questions each.

B. PERFORMANCE EXAMINATION:

The performance examination for all ranks shall be prepared under the general supervision of the Fire Chief.

For the rank of Engineer, the performance examination shall consist of hands-on performance of various evaluations, fire ground operations and decision making problems.

All participants shall take the written exam and performance exam but may elect of their own choice to waive forty (40) percent possible credit for the performance test. Normal weight shall be 70% written and 30% performance.

The decision to elect the (40) percent possible credit on the performance test must be made prior to the promotional examination.

- C. For the rank of EMS Director, Lieutenant, Captain Fire Marshal and Assistant Chief, there is hereby established an assessment center process. This will test the applicant's managerial ability through a practical test involving the handling of a situation exercise in both field and managerial decision making appropriate to the level being tested. Also an oral interview and oral presentation will be part of the assessment center process.

IV. EXAMINATION DATES:

A. The next Delta Fire Promotional Examination will be held as needed. Applicants will be notified of the specific dates.

B. Lateness policy:

Starting time/s for the written examination will be posted on all announced examinations. There will be no deviation from or grace period allowed from these announced times. Applicants arriving after the doors close will not be allowed.

V. PROMOTIONAL LISTS:

Separate promotional lists will be established in the six career areas: Engineer, Lieutenant, EMS Director, Captain, Fire Marshal and Assistant Chief. An individual will be required to take the examination covering the career area in which promotion is desired. It will not be permissible for an individual to take more than one examination unless the Township authorizes a special examination. For the rank of Fire Marshal, EMS Director and Assistant Chief, one promotional list each shall be established. For these ranks, applicants must take the Specialty Examination and Assessment Center.

VI. APPLICATIONS:

The promotional examination application is attached to this notice. This form must be returned by 1700 hours on the date that is set by notification of the Fire Chief. NOTE: the applicant must indicate which of the specialty examinations they are applying for.

When completed, return the form to:

Fire Chief
Delta Township Fire Department
7614 W. Saginaw
Lansing, Michigan

VI. STUDY MATERIAL:

The list of study material from which the examination questions will be taken is attached. No reference sources are listed for the Assessment Center since it involves general knowledge acquired by experience.

A copy of all reference sources will be maintained at the Delta Township Fire Department where they shall be available for study by applicants taking any of the promotional examinations. These references shall be available 60 days prior to the test dates. The references will remain at the Delta Township Fire Department and may not be removed by any applicant.

VIII. EXAMINATION RULES AND REGULATIONS:

- A. No calculators or slide rules will be permitted to be used during the examination.
- B. The material in the hydraulics test utilizing K-factors for flow calculations will not be covered in the examination.
- C. All hydraulics calculations reflecting the Delta Township Hydraulics Policy may be used. Rules of thumb and fire ground simplification calculations should not be used.
- D. No paper, books, or reference material will be permitted in the examination room. Scrap paper and pencils will be provided.

IX. COMPUTING EXAMINATION CREDITS:

A. ENGINEER

- 1. Written examination score and performance examination, plus
- 2. Service points (1/2 point for each 12 months of career service completed with Delta Township Fire Department on date of examination for a maximum total of 6 points.)

A passing score of 70% is necessary on the written examination and performance examination before any service points shall be added. Grades on the written examination of 69% or less cannot become passing grades with the addition of service points.

B. LIEUTENANT, CAPTAIN, FIRE MARSHAL, EMS DIRECTOR AND ASSISTANT CHIEF

- 1. Written examination score (50%)

2. Assessment Center (50%)
3. Service points (1/2 point for each 12 months of career service completed on date of examination for a maximum of 6 points)

A passing score of 70% is necessary on the written examination and assessment center before any service points shall be added. Grades on these examinations which total 69% or less cannot become passing grades with the addition of service points.

X. SECURITY PROCEDURES:

Prior to beginning the question writing process the Fire Chief will submit for approval by the Delta Township Personnel committee and the Public Safety Committee a full set of detailed security procedures to ensure that the entire examination process is properly administered from a security point of view.

XI. APPEAL PROCEDURES:

- A. Appeals on credit for service points shall be made to the Fire Chief, who shall make a recommendation to the Delta Township Personnel committee. All service point appeals must be made within ten (10) days of initial notification of service points.
- B. The Assessment Center content and process is not appealable.
- C. The written examinations may be reviewed within seven (7) days of the written examination.
 1. Upon entering the classroom, each candidate will be given a copy of the examinations taken, correct answer keys, pencils, writing paper and appeal form (copy attached). All reference materials will be available in the classrooms for use by the candidates. And, a listing of the reference source and page number/s for each question will be provided.
 2. Upon leaving the classroom the candidates must leave all materials with the proctor including completed appeal forms. When return to the proctor is completed, appeal forms shall be

stamped and logged on a receipt provided to the candidate.

3. The Fire Chief shall establish an Appeals Review panel comprised of three knowledgeable Fire Service Personnel who did not take the examination. This panel shall review the appeals and provide their recommendation to the Chief.
4. The Fire Chief shall then rule on the appeals.
5. A copy of the appeal/s submitted by each candidate shall be mailed to each respective candidate.
6. After all appeals have been ruled on, each applicant will be notified of his/her final examination scores.

XII. ELIGIBILITY LISTS:

The eligibility of each rank shall be posted as soon as practical, but not to exceed 60 days following the written examination.

The eligibility lists for Engineer, Lieutenant, Captain, etc. shall be organized within the career ladder and each rank within the career ladder.

Each rank within each list shall be shown as "outstanding" (scores between 90-100); "well qualified" (scores between 80-89). Within each category the list will be in numerical order showing the individual's composite score computed in IX above, and the date of eligibility.

The eligibility lists shall remain in effect from the date of posting until the date of the next examination. Openings for promotions, which occur between the date of exam and posting of a new eligibility list, shall remain vacant until promotions can be made from the new list.

XIII. SPECIAL EXAMINATION:

In the event the eligibility list for a particular rank in the career ladder becomes exhausted prior to the next regularly scheduled examination, or if for some reason the Public Safety Committee and the Personnel Committee decrees it is appropriate, a special examination may be authorized by the Chief of the Fire Department. These same procedures shall be followed.

The list created by the special examination shall expire when the regularly scheduled examination is given.

STUDY MATERIALS
OFFICERS PROMOTIONAL EXAMINATIONS
SUPPRESSION EXAMINATION

REFERENCE	ENG.	LT.	CAPT.
1. International Fire Service Training Association, ESSENTIALS OF FIRE-FIGHTING, 2nd Edition, Fire Publications, Oklahoma State University, 1983			
a. Chapter 1-14 and 17	X		
b. Chapter 4-7, 11 and 16		X	
c. Chapter 2, 6-9, 11 and 16			X
2. International Fire Service Training Association, FIRE DEPARTMENT COMPANY OFFICER, 1st Edition, Fire Publications, Oklahoma State University, 1981			
a. Chapter (Intro. 1, 6 and 10)		X	X
3. International Fire Service Training Association, FIRE SERVICE RESCUE PRACTICES, 5th Edition, Fire Publications, Oklahoma State University, 1981			
a. Chapters 1, 3, 4, 6 and 10			X
b. Entire text (EXCEPTION: Intro Chapter 1, 7, 8) (INCLUDED: 5 through page 90: Chapter 6 through page 136)		X	
4. International Fire Service Training Association, INTRODUCTION TO FIRE APPARATUS PRACTICES, 6th Edition Fire Publications, Oklahoma State University, 1980			
a. Chapter 2-6	X		
b. Chapter 4, 6, 8 and 9			X

- | | | | | |
|----|-------------------------------------------------------------------------------------------------------------|---|---|---|
| 5. | BRANNIGAN, FRANCIS L., BUILDING
CONSTRUCTION FOR THE FIRE SERVICE,
2nd Edition, Boston, MA NFPA, 1982 | | | |
| | a. Chapter 1-3 | X | | |
| | b. Chapter 4-5, 7 and 8 | | X | |
| | c. Chapter 2-5, 7, 8 and 11 | | | X |
| 6. | DELTA TOWNSHIP EMERGENCY FIRE AND
RESCUE OPERATIONS PLAN | | | |
| | a. Entire, Annex G | | X | X |
| 7. | DELTA TOWNSHIP WATER SUPPLY POLICY | | | |
| | a. Entire document | X | X | X |
| 8. | DELTA TOWNSHIP FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES,
1st Edition, 1985 | | | |
| | a. Entire document | | X | X |
| 9. | DELTA TOWNSHIP HAZ-MAT MANUAL
1986 Edition | | | |
| | a. Entire document | X | X | X |

STUDY MATERIALS
OFFICERS PROMOTIONAL EXAMINATIONS
EMERGENCY MEDICAL SERVICES

REFERENCE

1. Grant, Harvey and Murray, Robert -- EMERGENCY CARE, Washington, D.C., Roberg J. Brady Co. 1983, 3rd Edition
 - a. Entire text
2. Tri-County EMS MEDICAL PROTOCOL, as adopted in March 1985
 - a. Entire text
3. Standards and Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiac Care, JAMA, Reprint August 1, 1980
 - a. Parts I-V
 - b. Entire text
4. International Fire Service Training Association. FIRE SERVICE RESCUE PRACTICES, 5th Ed.
 - a. Chapter 1, 4, 5, 6, 7 and 9
5. Caroline, Nancy L., EMERGENCY CARE IN THE STREETS, Boston, Massachusetts, Little, Brown and Co., 2nd Edition
 - a. Entire text
6. Delta Township Emergency Fire and Rescue Disaster Plan. Yet to be approved by the Board of Trustees
 - a. Entire text
7. A GUIDE TO ARRHYTHMIA INTERPRETATION AND MANAGEMENT, by Norma Shepard, et al.
 - a. Critical Care Nurse, September/October 1982

STUDY MATERIALS
OFFICERS PROMOTIONAL EXAMINATIONS
FIRE MARSHAL EXAMINATIONS

REFERENCE

1. National Fire Protection Association, NFPA #101 CODE FOR SAFETY TO LIFE FROM FIRE IN BUILDING AND STRUCTURES, Boston, Massachusetts, 1976
2. FIRE PREVENTION CODE, Act #207, State of Michigan, 19____, Complete supplement
3. DELTA TOWNSHIP ORDINANCES (Pertaining to Fire Codes, Water Supply Policy, etc.)
4. UNIFORM FIRE CODES, 1985 Edition, NFPA, Boston, Massachusetts
5. Brannigan, Francis L., BUILDING CONSTRUCTION FOR THE FIRE SERVICES, 2nd Edition, Boston, Massachusetts, NFPA, 1982
6. Delta Township Fire Department BUILDING INSPECTIONS MATERIALS, compiled 1985, and PRE FIRE PLANNING MATERIALS, compiled 1985, and HAZARDOUS MATERIALS MANUAL, 1986 Edition
7. International Fire Service Training Association, INDUSTRIAL FIRE PROTECTION, 1st Edition, Fire Publication, Oklahoma State University 1982
 - a. Chapters 2, 3, 8 and 9

STUDY MATERIALS
OFFICERS PROMOTIONAL EXAMINATIONS
ASSISTANT CHIEF

REFERENCE

1. International Fire Service Training Association, ESSENTIALS OF FIREFIGHTING, 2nd Edition, Fire Publications, Oklahoma State University, 1983
 - a. Chapters 2, 6, 9, 11-16
2. Brannigan, Francis L., BUILDING CONSTRUCTION FOR THE FIRE SERVICE, 2nd Edition, Boston, Massachusetts, NFPA 1982
 - a. Chapters 2, 4, 7, 8 and 11
3. DELTA TOWNSHIP FIRE DEPARTMENT RADIO COMMUNICATIONS MANUAL, adopted January 1987
4. DELTA TOWNSHIP EMERGENCY FIRE AND RESCUE OPERATIONS PLAN
 - a. Entire text
5. DELTA TOWNSHIP ORDINANCES (pertaining to Fire Codes, Water Supply Policy, etc.)
6. EMERGENCY RESPONSE GUIDEBOOK, 1984, U.S. Department of Transportation
 - a. Material in pp. i-iv
7. National Fire Protection Association, NFPA #101 CODE FOR SAFETY TO LIFE FROM FIRE IN BUILDINGS AND STRUCTURES, Boston, Massachusetts, 1976
8. International Fire Service Training, FIRE DEPARTMENT COMPANY OFFICER, 1st Edition, Fire Publication, Oklahoma State University, 1981
 - a. Entire text
9. International Fire Service Training Association, CHIEF OFFICER, 1st Edition Fire Publication, Oklahoma State University, 1985
 - a. Entire text

DELTA TOWNSHIP FIRE DEPARTMENT
PROMOTION EXAMINATION APPLICATION

NAME: _____ SS# _____
FIRST M.I. LAST

MAILING ADDRESS: _____

CITY _____ STATE _____ ZIP _____

EXACT DATE OF APPOINTMENT TO
DELTA TOWNSHIP FIRE DEPARTMENT: _____

CURRENT RANK: _____

EXACT DATE OF APPOINTMENT TO THIS RANK: _____

CAREER AREA: () ENGINEER () CAPTAIN () LIEUTENANT
() FIRE MARSHAL () ASSISTANT CHIEF

DATE: _____ SIGNATURE: _____

(To be completed by Fire Department/Chief)

Date of Appointment to Fire Department _____

Date of Appointment to Present Rank _____

As of _____ individual will have completed _____
years _____ months _____ days of career
service in the Delta Township Fire Department.

Individual has completed the necessary training, education and
experience requirements of the Career Development Program of the
DTFD.

Signature: _____ Date: _____
Chief

THIS FORM MUST BE RETURNED BY 1700 HOURS ON _____

Victor C. Hilbert, Chief
Delta Township Fire Department
7614 W. Saginaw Highway
Lansing, MI 48917

DELTA TOWNSHIP FIRE DEPARTMENT
PROMOTION EXAMINATION APPEAL

NAME _____
 First M.I. Last Soc. Sec. No.

Department Where Currently Assigned: _____

PART A - To be filled in by applicant. One copy of this form must be completed for each item appealed.

I am appealing the following: _____

because: _____

Date: _____ Signature: _____

PART B - To be completed by the Fire Chief.

I recommend _____ accepting _____ rejecting this appeal because

Date: _____ Signature: _____

DELTA TOWNSHIP FIRE DEPARTMENT

CAREER LADDER

ASSISTANT CHIEF

(LEVEL V)

Training

Fire Administration Class
Staff and Command School
State Fire Instructor
EMT Certified
Promotional Examinations

Education

AA Degree/or Equivalent

General and
Specific
Experience

2 years at level III
5 years in Fire Suppression

FIRE MARSHAL

(LEVEL V)

Training

Fire Administration Class
State Fire Inspector Class (240 hours)
Promotional Examination

Education

AA Degree/or Equivalent

General and
Specific
Experience

5 years in Fire Suppression
Blue Print Plans Review Experience
Pre-Fire Planning
Building Inspection

EMS DIRECTOR

(LEVEL V)

Training

Fire and/or Paramedic Administration
State Certified Paramedic
Supervisory Practices Class
Promotional Examination

Education

30 Semester hours, or 45 credits in EMS

General and
Specific
Experience

EMT Instructor/Coordinator
CPR Instructor
Paramedic CRT Instructor
2 years as Paramedic/Firefighter

CAPTAIN	(LEVEL IV)
Training	Certified EMT Certified Firefighter II 15 credits in Fire Science Courses Promotional Examination
Education	High School or equivalent
General and Specific Experience	1 year as Lieutenant or Engineer or 4 years in Fire Suppression
LIEUTENANT	(LEVEL III)
Training	Certified EMT Certified FF II 15 credits in Fire and Rescue courses Promotional Examination
Education	High school or equivalent
General and Specific Experience	1 year as Engineer 3 years in Fire Suppression
ENGINEER	(LEVEL II)
Training	Certified EMT Certified FF II Promotional Examination
Education	High School or equivalent
General and Specific Experience	2 years experience in Fire Suppression
PARAMEDIC/FIREFIGHTER	(LEVEL I)
Training	State Certified Paramedic Certified Firefighter II
Education	High School or equivalent Completion of Paramedic Course
General and Specific Experience	Letter of Recommendation 6 months practical field experience