

CASE # D-73-E1461

June 30, 1973

A G R E E M E N T

Between

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

TOWNSHIP OF SHELBY

And

SHELBY TOWNSHIP FIRE FIGHTERS ASSOCIATION

LOCAL #1338

For the Term Expiring: June 30, 1973

Local 1338

I. A. F. F.

5411 Wiley Dr.

Utica, Mich. 48087

SHELBY TOWNSHIP

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 SHELBY TOWNSHIP

 WATER DEPT.

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A G R E E M E N T

MEMORANDUM OF AGREEMENT for collective bargaining purpose made and entered the date hereinafter set forth by and between SHELBY TOWNSHIP, a Municipal Corporation of Macomb County, Michigan, hereinafter referred to as the "TOWNSHIP" and LOCAL #1338 of the International Association of Fire Fighters also known as Shelby Fire Fighters Association, AFL-CIO, hereinafter referred to as the "UNION".

WHEREAS, the parties hereto have for some length of time been collectively bargaining in good faith as required by Act 379 of the Public Acts of 1965,

WHEREAS, the parties have negotiated an acceptable agreement and now desire to set forth all of the terms and conditions of the agreement in this instrument; and,

WHEREAS, the parties desire to be governed hereby.

NOW, THEREFORE, in consideration of the promises each to the other made hereinafter set forth, the parties do agree:

PURPOSE

- 1.1 The parties enter into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to promote harmonious relations between the Township and the Union, in the best interest of the community; to improve the public fire fighting service, and to provide an orderly and equitable means of resolving any future differences between parties that might arise.

RECOGNITION

2.1 The Township recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the Fire Department for the purposes of collective bargaining in respect to rates of pay, hours of employment, and other conditions of employment. This Agreement shall be applicable to all employees of the Fire Department of the Township, except supervisory personnel as defined in Act 379 of the Public Acts of 1965, and civilian employees.

UNION SECURITY

3.1 Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union an amount equal to the Union's regular and usual initiation fee and a monthly service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the employer;

3.2 The Township shall deduct, as dues, or service charge, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, the fees, and assessments. Such sums accompanied by a list of employees who had authorized such deduction and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Treasurer in one payment. Said deductions shall be deducted from the first pay of the month and shall be forwarded within thirty (30) days after such collections have been made. Employees laid off shall have their dues, service charges, and assessments automatically resumed upon return to employment with the Fire Department.

UNION ACTIVITIES

4.1 Employees and their Union representatives shall have the right to organize together to form, join, assist in labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining and any other mutual aid and protection to negotiate or bargain collectively with the Township through representatives of their own free choice, to the extent authorized by Act 379 of the Public Acts of 1965 and not in conflict with Act 78 of the Public Acts of 1935 as amended;

4.2 The Union shall supply the Township with a duly authorized and up-to-date list of representatives, and any changes made therein from time to time identifying persons who will represent the Union for the purposes of this Agreement;

4.3 Not more than one (1) duly designated representative of the Union shall be afforded reasonable time off during regular working hours without loss of pay to fulfill or discharge Union responsibilities concerning the processing of grievances or the representation of employees and matters relevant to this or future agreements and administration and enforcement of this Agreement; provided, however, that for the purpose of negotiations, three such representatives shall be allowed time off. Notice shall be given to the Chief or commanding officer as the case may be. Time spent under this paragraph shall be so recorded in the station log;

4.4 One delegate shall be allowed to attend one or both the International Association Fire Fighters Convention or the Michigan State Fire Fighters Union Convention during the length of the convention with travel time; or in lieu thereof, a substitute meeting may be agreed upon;

- 4.5 A leave of absence shall be granted any member of this Local who may be elected to a full time office of the International Association of Fire Fighters, Michigan AFL-CIO, Michigan State Fire Fighters Union. This leave of absence shall not exceed two (2) years absence without the permission of the appointing authority. All leaves of absence shall count toward seniority and service credit; provided, however, no employee may receive a promotional appointment and continue on such leave of absence;
- 4.6 Upon the written approval of the Fire Chief, the Union may schedule meetings on Fire Department property so long as such meetings are not disruptive of the duties of the employees or the efficient operation of the department;
- 4.7 The Township shall not enter into any agreements with employees covered hereby either individually or collectively or with any other organization which in any way conflict with the provisions hereof, unless another exclusive bargaining agent is recognized by the State Labor Mediation Board pursuant to an election held under the provisions of Act 379 of 1965;

4.8 Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organization represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of the Union;

4.9 Employees affected or a representative of those employees shall be notified prior to any change affecting an employee or employees of the Department.

BULLETIN BOARDS

- 5.1 The Union shall be provided suitable bulletin boards, including at least one at each fire station for the posting of Union notices or other materials, and the Union may designate persons responsible therefore. The Fire Chief shall be shown the bulletin.

HOURS OF EMPLOYMENT

- 6.1 In the Fire Fighting Bureau, the standard work week of fire fighters shall be as prescribed by Act 125, Public Acts of 1925 as amended by Act 115, Public Acts of 1965, as amended;
- 6.2 For those employees designated as forty hour employees, a normal work week shall be eight (8) hours per day, and five (5) days per week. Starting time shall be as designated by the Fire Chief.

TRADING OF DAYS

- 7.1 Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or "off" days. Employees of the Fire Fighting Bureau shall make written application on forms provided for this purpose to the office of the Fire Chief or next in the chain of command. This form will be made out in triplicate at least twenty four (24) hours in advance of the trade. If adequate reasons are given why the trade could not be arranged earlier, the trade shall not be arbitrarily or unreasonably withheld. One copy of the form will be kept on file with the Fire Chief, one copy with the fire headquarters, one fully signed copy will be furnished to the man who is going to perform the duty;
- 7.2 If said employee fails to report for duty, as scheduled, due to illness or other reason, as provided under the Sick Leave provisions of this Agreement, he shall be charged said day, or the number of days equal to the days he was so scheduled, against his accumulated sick leave.

MILITARY LEAVE

8.1 The re-employment rights of employees who enlist or who are inducted into the Armed Forces of the United States shall be limited by applicable Federal Laws and Regulations.

SENIORITY

- 9.1 Seniority is defined as the total length of service with the Fire Department unbroken by any of the causes for loss of seniority set forth in Paragraph 9.6;
- 9.2 The seniority ranking of all employees shall be and remain as posted at the signing of this Agreement except as it may be accumulated or otherwise affected by leaves of absence without pay of longer than two (2) weeks. Leave for illness, injury or military duty with the Armed Forces of the United States, or under the provisions of Paragraph 4.5 shall not interrupt service toward seniority;
- 9.3 A seniority list for all employees of the Fire Department under this Agreement shall be submitted by the Fire Chief to the Union. Such list shall be posted and brought up to date as changes warrant;
- 9.4 The seniority list shall be established in accordance with the ^{ORIGINAL} date of hire. In the event that two or more men were hired on the same day, the order of the Civil Service list for entry of said men shall determine seniority ranking;
- 9.5 New employees shall be probationary employees for the first six (6) months of their employment during which period they shall have no seniority rights. After the completion of their probationary period, they shall be placed on the seniority list and shall carry as their anniversary or seniority date, their original date of hire;

9.6 An employee who quits or is discharged for cause shall lose all previous credited seniority.

LAY OFF AND RECALL

10.1 If there is to be a lay off of employees, the employees with the least seniority shall be the first to be laid off. Any employee being laid off shall receive two (2) weeks notice in advance of said lay off. When employees are recalled, the order of recall shall be the reverse of the order of lay off. Notice of recall shall be sent to the employee's last known address by registered or certified mail. If the employee fails to report to work within fourteen ^{calendar} (14) days after posting, he shall be considered to have quit.

PROMOTIONS

11.1 Promotions shall be in accordance with Act 78 of the Public Acts of 1935, as amended.

RELEASE TIME FOR ELECTIONS

12.1 If an employee is on duty on Election Day, he shall be granted sufficient time off to cast his ballot on Election Day.

GRIEVANCE PROCEDURE

13.1 The purpose of the grievance procedure is to secure at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure;

13.2 Should any grievances, disputes or complaints arise, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

13.2.1

Step 1:

By conference between the aggrieved employee and the Fire Chief within ten (10) days of the alleged grievance. Either the employee or the Chief may request the presence of the Union representative;

13.2.2

Step 2:

If the matter is not settled in Step 1, the grievance shall be reduced to writing, setting forth the paragraph of the Agreement in question and the relief requested and filed within fifteen (15) days of the alleged grievance. A conference shall then be held between a representative of the Union and the Chief and they shall make every effort to settle the grievance at this level;

13.2.3

Step 3:

If the matter is not settled in Step 2, a conference between a representative or representatives of the Union and the Township Supervisor, and/or his representative or representatives shall be held. Such conference is to be held within fifteen (15) days of the meeting in Step 2. The Township Supervisor, or his representative, shall render a decision in writing within ten (10) days of the conclusion of such conference;

13.2.4

Step 4:

In the event that the last step fails to settle the matter, it shall be referred to impartial arbitration upon request of either party. The Union Grievance Committee shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

13.3 The arbitrator shall be a person mutually agreed upon between the parties. If the parties cannot mutually agree upon an arbitrator, the moving party shall file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The arbitrator shall have no jurisdiction or power to alter the terms of this Agreement. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses who are called by them;

- 13.4 The right of either party to demand arbitration after an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the procedure immediately prior to arbitration, and any grievance not submitted or withdrawn within such period shall be deemed settled on the basis of the last answer given by the Township;
- 13.5 The time schedules as set out in the above steps may be extended by mutual agreement of the parties;
- 13.6 With respect to the processing, disposition and/or settlement of any grievance initiated under this Agreement, and with respect to any court or administrative action or proceeding alleging a claim arising out of the employment relationship, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement by and between the Township and the Union of any grievance or other matter shall constitute a full and complete settlement thereof and of related matters and shall be final and binding upon the Union and its members, the employee or employees, the Township and all persons involved or affected;

13.7 There shall be no appeal by an employee from any settlement of any grievance or other matter nor from the decision or award of an impartial arbitrator. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any court or administrative agency. Nothing in this paragraph shall be construed to prevent an employee from pursuing his internal Union remedies in accordance with the constitution of the Union;

13.8 No employee or other person shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union officer or representative has acted or failed to act relative to the presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union representative has authority or discretion to act or not to act under the terms of the Agreement;

13.9 Any matter affecting the majority of employees will be considered a policy grievance and introduced in Step 2 of the Grievance Procedure;

13.10 In lieu of processing a grievance under this Grievance Procedure, an employee may elect to pursue any administrative or statutory procedure available to him under applicable law;

13.11 It shall be the policy of the Department to warn an employee orally of any infraction of the rules of the Department, when practicable.

MANAGEMENT RIGHTS

14.1 The Township shall manage the Fire Department and direct the working forces. The management of the Fire Department includes the right to plan, direct and control fire operations; to hire, promote, demote, transfer, suspend or discharge employees for just cause; to lay off employees for reasons of economy; to introduce new or improved methods, equipment, processes, materials or facilities; to establish Fire Department Rules and Regulations, except that such rules shall not be arbitrary and capricious, and to determine work schedules. These rights of the Township are not all inclusive but indicate the types of matters or rights which belong to and are inherent to municipal management, as governed by Michigan statute.

SEPARABILITY AND SAVINGS CLAUSE

- 15.1 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 remaining portions of the Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect;
- 15.2 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 provision held invalid;
- 15.3 The Township will make no unilateral changes in wages, hours and other conditions of employment during the term of this Agreement contrary to the provision of this Agreement.

STRIKE PROHIBITION

- 16.1 The Union agrees there shall be no individual or concerted effort on the part of any of its members to participate in strikes, slow downs, sick-ins or stoppage of work to cause interference with the Fire Department of Shelby Township.

WAGES

17.1 The following provisions pertain to wages that shall be in effect during the terms of this Agreement. The general increases provided for in these provisions recognize that the maintenance and improvement in the standard of living of the members of the Fire Department depends upon technological progress, better methods, processes, tools and equipment and a cooperative attitude on the part of all parties in such progress. It further recognizes the principles that to increase effectiveness and efficiency of the Fire Department with the same amount of human effort is a sound economic and social objective;

17.2 Wage Table:

The annual wage of a fire fighter after one (1) year's service shall be:

	Effective: July 1, 1971	Effective: July 1, 1972
Fire Fighter	\$11,300.00	\$12,091.00

See "Exhibit A" attached to this Agreement
for complete Wage Table.

17.3 Wages between rank shall be based on a percentage relationship between the fire fighter and officers of a higher rank rounded to the nearest whole dollar, as follows:

Rank of Sergeant shall be paid an annual salary of six (6%) more than a fire fighter;

Rank of Lieutenant shall be paid an annual salary of twelve (12%) percent more than a fire fighter;

Rank of Captain shall be paid an annual salary of eighteen (18%) percent more than a fire fighter;

Rank of Fire Marshall shall be paid an annual salary of eighteen (18%) percent more than a fire fighter;

17.4 The starting salary on induction for a fire fighter shall be twenty (20%) percent less than the salary for a fire fighter after one (1) year's service and the salary for a fire fighter after six (6) months' service shall be ten (10%) percent less than the salary for a fire fighter after one year's service.

OVERTIME

18.1 Whenever an employee of the Fire Fighting Bureau is called for overtime, the following procedure shall apply:

18.2 As soon as practicable after the execution of this Agreement, the Union shall submit to the Township for its approval a proposal for the equitable distribution of overtime with the understanding that such system shall create no liability on the part of the Township for errors in the scheduling of said overtime.

The following principles shall apply to said system:

1. equitability
2. exclusion of probationary employees from overtime
3. charging an employee for refusal of overtime with the exception of union business
4. a method of charging employees who are absent because of extended illness.

18.3 Overtime shall not be scheduled for one employee for more than a twelve (12) hour period, unless conditions warrant otherwise. ~~If a twenty four (24) hour period of overtime is scheduled, the employee who has the lowest total of overtime hours shall have his preference as to whether he will work the first twelve (12) hour period or the second twelve (12) hour period;~~

- 18.4 The officer or senior man in charge at headquarters shall keep an up-to-date list of employees next on call for overtime, on a departmental as opposed to a station basis. When employees are called for overtime, it shall be so recorded and logged;
- 18.5 Employees called for overtime shall not be required to work in excess of twenty four (24) consecutive hours, except for extreme emergencies;
- 18.6 When an employee works overtime, he shall be compensated at time and one half (1 1/2) their equivalent hourly rate of pay, computed as follows:
- Annual salary divided by 2080 X 1.5 = Overtime Pay.
- 18.7 When an on duty employee is required to work overtime, he shall be compensated for time actually worked in accordance with the formula set forth in Paragraph 18.6;
- 18.8 When an off duty employee is called for overtime, he shall be compensated for time actually worked in accordance with the formula set forth in Paragraph 18.6, except that he shall not be scheduled for less than two (2) hours of overtime work;
- 18.9 The employee who has worked the overtime shall prepare and submit to the office of the Fire Chief, for approval, the necessary information for compensation, and employees shall be paid for overtime on the pay day next following the pay day following the time when the overtime was worked.

LONGEVITY PAY

19.1 In addition to the salary set forth in Paragraph 17, employees shall receive longevity pay as follows:

STEP #	CONTINUOUS YEARS OF SERVICE ON OR BEFORE DEC. 31 OF EACH YEAR	% USED AND BASED ON EMPLOYEE'S YEARLY BASE SALARY
1	5 to 10	2%
2	10 to 15	4%
3	15 to 20	6%
4	20 to 25	8%
5	25 and over	10%

19.2 Longevity pay shall be earned as of the employee's original date of hire, provided he has continuous uninterrupted service, each year and payable with the pay period immediately preceeding December 25th of each year.

S I C K L E A V E

- 20.1 Each employee of the Fire Department shall have six (6) paid sick days, after he completes his probationary period and one (1) day a month thereafter. However, if an employee uses one (1) sick day in any given month, he will not accumulate one (1) day for that month and the employee shall not suffer any loss from his accumulated sick days unless he uses more than one (1) day in any given month. There shall be no limit to the number of sick days that an employee may accumulate;
- 20.2 It shall be the responsibility of the employee to call in sick to the Fire Department headquarters within a reasonable time before his tour of duty begins;
- 20.3 If an employee has been absent because of illness for three (3) working days or longer, he shall furnish medical certification stating the nature of his illness and authorizing his return to work. In the event of an illness or disability of an extended duration, he shall notify the Fire Chief and furnish medical substantiation for his absence;
- 20.4 Sick Leave shall be granted in case of personal illness of an employee or, for reasonable periods of time, when he is required to attend to a member of his household who is ill, or incapacitated;

- 20.5 If an employee calls in sick on a duty day, but said employee recuperates from his illness, he may return to duty providing he gives four (4) hours prior notification and if there is at least twelve (12) hours remaining on his duty day, he shall lose but one half (1/2) sick day from his accumulated sick time.
- 20.6 Each full time employee and each probationary employee who is unable to work as a result of an injury or sickness arising from the performance of his duty, shall be paid by the Township at his regular rate of pay for the duration of his injury or sickness, not to exceed 104 weeks, without loss of sick leave vacation, or seniority. The amount of all Workmen's Compensation checks plus the present policy of \$75.00 per week up to 104 weeks shall be returned to the Township by the employee.

EMERGENCY LEAVE AND PERSONAL LEAVE

21.1 An employee may leave the station on an emergency for a period of up to four (4) hours without a fill in. However, if the emergency is to exceed the four (4) hour limit, then the said employee shall be deducted one half (1/2) sick day from his accumulated sick time. For the purpose of this Agreement, one half (1/2) sick day shall be defined as twelve (12) hours. If the absence is for more than twelve (12) hours, he shall be charged one (1) full sick day for each day he is so absent. Abuse of this privilege may result in disciplinary action.

21.2 Employees shall be granted one (1) personal day (24 hours), per year, subject to the approval of the Fire Chief, which approval shall not be arbitrarily or unreasonably withheld and providing the Fire Chief is given twenty four (24) hours notice. Personal time may be taken in increments as agreed to with the Chief.

FUNERAL LEAVE

22.1 The Township will permit a paid leave of absence of up to two (2) working days, (up to four (4) eight (8) hour working days in the case of a forty (40) hour employee) ~~for the purpose of funeral attendance~~ in the event an employee suffers the loss of a member of his immediate family as follows: spouse, child, son-in-law, daughter-in-law, father, mother, brother, sister or the father-in-law, mother-in-law, sister-in-law, brother-in-law of a current spouse, or grandchildren or paternal or maternal grandparents. Additional leave time may be granted upon approval of the Fire Chief and the appointing authority which approval shall not be arbitrarily or unreasonably withheld.

MEDICAL AND HOSPITAL INSURANCE

23.1 The Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance coverage and benefits shall be paid in full by the Township for the employee and his eligible dependents not less than the existing levels and benefits of coverage. (MUF-1)

LIFE INSURANCE

24.1 The Township shall maintain the current life insurance coverage carried with Aetna Life Insurance Company as described briefly in the following paragraphs:

24.1.1

A three thousand dollar (\$3,000.00) life insurance policy with provisions for an equal amount of accidental death and dismemberment insurance, for which the employee contributes a portion of the cost therefore in the amount of three dollars (\$3.00) per month.

24.1.2

A twelve thousand dollar (\$12,000.00) group term life insurance policy, the full cost of which is paid by the Township.

24.1.3

An eight thousand dollar (\$8,000.00) on duty accidental death and dismemberment policy, the full cost of which is paid by the Township.

RETIREMENT

- 25.1 All employees shall be covered by Act 345, of the Public Acts of 1937, as amended. The highlights of the retirement system include the following SUMMARIZED HIGHLIGHTS which in all instances are controlled by the provisions of the Act, and shall not serve to modify or amend the Act in any way.
- 25.2 Voluntary retirement upon the completion of twenty five (25) years credited service and the attainment of age fifty (50).
- 25.3 At age sixty (60), the twenty five (25) year service retirement is removed, however, an employee may be required to retire at any time after the attainment of age sixty (60);
- 25.4 Compulsory retirement at age sixty five (65);
- 25.5 A straight life service pension for as long as the retiree lives with a minimum guaranteed payment of the individual's own accumulated contributions to the retirement system, including interest credits;
- 25.6 The benefit is based on the average salary paid during the period of five (5) consecutive years of credited service which produces the highest average within the last ten (10) years of credited service and that average is multiplied by two (2) percent times the number of years of credited service up to twenty five (25) years, plus one (1) percent times the number of years of credited service in excess of twenty five (25) years;

- 25.7 The opportunity to elect either a one hundred (100) percent survivor pension option or a fifty (50) percent survivor pension option based upon the actuarial equivalent of the straight life pension;
- 25.8 Eligibility for a deferred service pension if employment is terminated after completion of twenty five (25) years of credited service commencing at age fifty (50) if accumulated contributions are left on deposit with the retirement system. Terminated employees with less than twenty five (25) years of credited service may apply for a refund of accumulated contributions;
- 25.9 A duty disability pension equal to fifty (50) percent of average final compensation, including Workmen's Compensation, up to age fifty five (55) with accumulation of credited service during the period of total and permanent disability. At age fifty five (55) the pension will be recomputed as a straight life service pension;
- 25.10 A non duty disability pension in the event of total and permanent disability if the employee has at least five (5) years of credited service, based on one point five percent (1.5) of average final compensation times the number of years of credited service, payable to age fifty five (55) when the straight life service pension will be recomputed based upon the credited service and average final compensation at the time of termination of employment;

- 25.11 An on-duty death benefit payable to the widow and/or surviving children under age eighteen (18) commencing upon the termination of Workmen's Compensation in payments equal in amount to Workmen's Compensation payments and terminating upon the widow's remarriage or death and children's benefits likewise terminate upon attainment of age eighteen (18), marriage or death;
- 25.12 A death benefit for employees with at least twenty (20) years of credited service who die while employed, but not in the line of duty. Said benefit is a survivor pension payable to the widow until she remarries or dies computed as if the employee retired the day preceeding his death with a service pension and had elected the one hundred (100%) percent survivor's option;
- 25.13 Both the Township and the employee contribute toward the cost of the retirement system benefits. The employee's contribution is five (5%) percent of the salary and the Township's contribution is actuarially determined amounts required to maintain the retirement system in sound condition as required by Act 345 and the Constitution of the State of Michigan.

HOLIDAYS

26.1 On the first pay period in November each year, each employee shall receive holiday pay based on ten percent (10%) of his base pay for the prior two (2) week pay period immediately preceeding for each of the following holidays; provided he was in the employ of the Township during the period in which the holiday fell, otherwise, holiday pay will be pro-rated based upon the number of holidays which occurred during his employment:

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Easter

Memorial Day

Declaration Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

VACATIONS

27.1 Employees shall be eligible for annual vacations with pay on the following basis:

<u>YEARS OF SERVICE</u>	<u>WORKING DAYS VACATION</u>	<u>WEEKS VACATION IN CASE OF 40 HOUR EMPLOYEES</u>
6 months to 2 years	3 days	1 Week
2 years to 5 years	6 Days	2 Weeks
5 years to 10 years	9 Days	3 Weeks
10 years and over	12 Days	4 Weeks

27.2 Vacations shall be scheduled to preclude manpower requirements falling below the established minimum. In the event of a conflict of vacation requests among two or more employees, preference will be given to the senior employee. In the event an employee elects to split his vacation into two or more periods, he may not exercise his seniority preference on the succeeding periods until all employees have had an opportunity to make their first selection as to a vacation period. Vacation periods shall not exceed six (6) consecutive working days unless agreed to by the remaining members of the same platoon.

27.3 All employees of the Fire Department shall make written application, on forms provided for this purpose, to the office of the Fire Chief, or next in the chain of command, and this form will be made out in triplicate on or before May 1st of each year for summer vacations and on or before October 15th of each year for winter vacations.

27.4 While the Township desires that vacations be taken by employees, the Fire Chief or an employee may request that the employee waive up to fifty percent (50%) of his vacation entitlement upon a proper showing of cause, in which event, said employee shall receive pay in lieu of vacation. Pay for vacation days waived shall be computed on the same basis as pay for regular working days.

27.5 The anniversary date of service for the purpose of this article shall be measured by reference to the original date of appointment to the Fire Department.

TERMINATION OF EMPLOYMENT, RETIREMENT, DEATH

- 28.1 Upon termination of employment, all unused vacation time earned and not used as provided, shall be compensated at the rate of pay of the employee at the time of termination of employment from the Fire Department;
- 28.2 Upon termination of employment or retirement, the employee shall receive fifty (50) percent remuneration of sick leave days he has accumulated;
- 28.3 Upon death of the employee, his beneficiary shall receive one hundred (100) percent remuneration of sick leave days accumulated and all of the employee's unused vacation days, *AND UNPAID HOLIDAYS.*

REPLACING EYE GLASSES OR DENTURES

29.1 The Township shall pay for the reasonable cost of replacing, for any employee of the Fire Department, prescription eye glasses or dentures which are damaged or lost in the performance of his duties.

FIRE FIGHTING GEAR AND UNIFORMS

- 30.1 Any equipment or special supplies such as bunker coats, boots, helmets, gloves, or equipment needed for safe measures shall be furnished by the Township. Unserviceable equipment shall be replaced, upon request of the employee and approval by the Chief;
- 30.2 The Township shall allow each employee of the Fire Fighting Bureau a uniform allowance of two hundred dollars (\$200.00) per year and to each employee of the Fire Prevention Bureau two hundred fifty dollars (\$250.00) per year;
- 30.3 Each probationary employee shall be granted a uniform allowance of one hundred dollars (\$100.00) and upon the completion of his probationary period he shall receive an additional one hundred twenty five dollars (\$125.00). For the purpose of this Agreement, probationary period shall be as covered under Act 78 of 1935 as amended;
- 30.4 Each employee of the Fire Department shall receive a separate check from the Township for his clothing allowance, payable the first pay period in July of any given year. The check shall be exempt from all Federal and State taxes;
- 30.5 Uniforms shall be as prescribed under the Fire Department rules and regulations.

GENERAL

- 31.1 For the purpose of providing adequate fire protection, all employees, as a condition of employment, shall be required to be a resident of the Township for the first three (3) years of employment. However, after three (3) years of employment, the above requirement may be waived upon written application to the Township Board in executive session and a proper showing of personal hardship, and approval shall not be arbitrarily withheld, but in no event shall an employee be permitted to maintain residency in a location which would preclude responding to an alarm at the Fire Department headquarters within fifteen (15) minutes normal travel time;
- 31.2 Any employee who responds to a fire or other emergency situation during a civil disorder shall not be required to ride in the open;
- 31.3 The officer or man in charge of any responding piece of equipment to an area of civil disorder, or Fire Department labor dispute shall have the authority to withdraw the men and/or the equipment if they are being harassed to the extent that the men or equipment would be endangered;
- 31.4 During any civil disorder, the Township shall attempt to provide each piece of equipment responding to any alarm with police or military protection;
- 31.5 No fire fighter shall carry or use any fire arm;

- 31.6 When equipment is responding to any civil disorder, there shall be five (5) regular personnel responding on said equipment, subject to their availability;
- 31.7 Upon the request from the Union, the Township shall show the Union copies of any contracts, pacts, or other agreements pertaining to Mutual Aid;
- 31.8 A copy of this Agreement shall be distributed by the Township to all employees covered hereby.

COURT APPEARANCE OR MEDICAL EXAMINER'S INQUEST

32.1 Any employee required to make a duty-connected court appearance or attend a medical examiner's inquest on his day off shall be paid straight time based upon a fifty six (56) hour weekly base, providing the employee reports to the fire station before and after the completion of such appearance.

MANPOWER REQUIREMENTS

- 33.1 A minimum of three (3) employees of the Fire Fighting Bureau shall be on duty at headquarters, otherwise known as Station 1. A minimum of two (2) employees of the Fire Fighting Bureau shall be on duty at outlying stations, otherwise known as sub stations, when in operation. Manpower requirements shall be in effect at all times unless off duty employees are unavailable for overtime. In the event that the Department adds ambulance service, the minimum manpower requirements at the Headquarter Station shall be five (5) employees. Employees shall be allowed adequate time while on duty to shop for groceries or other department needs;
- 33.2 In the event an employee becomes ill while on duty and such illness requires him to leave his station, it shall be the duty of the officer or the senior man at Headquarters to call an off duty employee for overtime providing there is a minimum of two (2) hours remaining on his shift and the absence would cause the manpower requirement to fall below the minimum.

TUITION REFUND

34.1 If an employee pursues a course of study at an accredited school in a course related to an associate degree in Fire Science, the Township shall reimburse said employee for all tuition and books. The educational assistance program does not include special seminars or "short courses" of a few days' duration. Expenses such as ~~lab fees~~, parking, mileage, etc., shall not be part of the educational assistance program;

34.2 Upon satisfactory completion of said course in Fire Science, the employee shall apply for payment to the office of the Fire Chief, on forms provided for this purpose.

LINEN SERVICE

35.1 The Township will provide clean bath towels, pillow cases, shop coats, dish towels, wash cloths, sheets and first aid coats. In addition, the Township will provide blankets and these items will be cleaned periodically. This provision is contingent on availability of contract service.

OFF DUTY ALARMS - Effective 1-1-1972

- 36.1 Members of the Fire Fighting Bureau, when called and available, shall respond to their station for standby duty or to the scene of an alarm;
- 36.2 Members responding for off duty alarms shall be compensated at time and one half (1-1/2) the rate of hourly pay with computation based on a standard forty (40) hour work week.

FORMULA:

$$\frac{\text{Annual Salary}}{2080 \text{ Hours}} \quad \times \text{ number of hours worked} \times 1 \frac{1}{2} \dots$$

Equals . . . OFF DUTY ALARM PAY

- 36.3 The following formula shall be used in computing hours or parts of hours for off duty alarm pay.
- | | |
|-----------------|--------------------|
| 0-1 hour | 1 hour |
| 1-1 1/2 hour | 1 1/2 hours |
| 1 1/2 - 2 hours | 2 hours . . . etc. |
- 36.4 Pay computation for off duty alarm pay shall begin at the time of the alarm and end when all men and equipment used in that alarm are "in service".
- Members may be excused from station standby or from the scene upon permission of the dispatcher or officer in charge with pay ceasing at the time of his excusal;
- 36.5 Forty (40) hour employees, when called and available, shall respond to the scene of an alarm if so directed;
- 36.6 Payment of off duty alarm pay shall be payable the first pay period in July, and the first pay period in December.

NON DUPLICATION OF BENEFITS

37.1 There shall be no duplication of benefits under any plans of any kind to which the Township contributes, nor shall there be any duplication of benefits under any plan to which the Township contributes and any governmental plans whether that plan be Federal, State or Local, except where duplication is expressly provided. Duplication is expressly provided for social security benefits, all veteran's benefits (except those reimbursing veterans for tuition and books) and all privately financed insurance benefits.

DURATION OF CONTRACT

- 38.1 This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1973, except as herein provided.
- 38.2 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date of June 30, 1973, give notice of termination as hereinafter provided or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- 38.3 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date of June 30, 1973, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 38.4 Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail or delivered to the Township Supervisor or Clerk or to an Officer of the Union as the case may be.

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

39.1 The improved wages and benefits agreed to in this contract will become effective in the amounts and on the dates agreed to herein, at such time as the necessary approvals are received as are required by Federal law. In the event modification of any wage and/or benefit is required by the constituted Federal authorities, said wage and/or benefit shall be modified only to the extent required by said Federal authority. The Township agrees to cooperate in full with the Union in requesting all necessary approvals.

IN WITNESS WHEREOF, the parties have hereunto set
their hands to duplicates hereof this 3rd day of November 1971.

IN PRESENCE OF:

THE TOWNSHIP OF SHELBY,
Macomb County, Michigan.

By Joseph Boardman
Joseph Boardman, Supervisor

By Mae E. Stecker
Mae E. Stecker, Clerk

By Edgar E. Eilertson
Edgar E. Eilertson, Treasurer

By Harvey Hanson
Harvey Hanson, Trustee

By Raymond Pini
Raymond Pini, Trustee

By Robert D. Seidel
Robert D. Seidel, Trustee

By Jack L. Jenkins
Jack L. Jenkins, Trustee

SHELBY TOWNSHIP FIRE FIGHTERS
UNION, AFL-CIO, LOCAL #1338
OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

TOWNSHIP OF SHELBY

By Raymond Shields
Raymond Shields

By Louis Resner
Louis Resner

By Norman C. Bawkon
Norman Bawkon

By Chester Storey
Chester Storey

EXHIBIT "A"

Non-Probationary Employees:

Fire Fighting Bureau salaries - Shelby Township

July 1, 1971 to June 30, 1972

Position

Fire Fighter\$11,300.00
Sergeant11,978.00
Lieutenant12,656.00
Captain and Marshal	13,334.00

Probationary Employees:

Date of employment to six (6) months	9,040.00
Six (6) months to one (1) year10,170.00
One (1) year and over	11,300.00

Non-Probationary Employees

July 1, 1972 to June 30, 1973

Position

Fire Fighter12,091.00
Sergeant12,816.50
Lieutenant13,542.00
Captain and Marshal	14,267.50

Probationary Employees

Date of employment to six (6) months	\$ 9,673.00
Six (6) months to one (1) year	10,882.00
One (1) year and over	12,091.00