

June 30, 1975

A G R E E M E N T

Between

Township of Shelby

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

and

Shelby Township Fire Fighters Association

Local 1338

For the Term Expiring: June 30, 1975

Local 1338  
I. A. F. F.  
5411 Wiley Dr.  
Utica, Mich. 48087

SHELBY TOWNSHIP

## 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 a service fee proportional to the Union's collective bargaining and contract administration, the amount of which fee the Union shall certify to the Township. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.
- 3.2 The Township shall deduct from the pay of each employee from when it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments or collective bargaining service fees.
- 3.3 Such sums accompanied by a list of employees who had authorized such deduction and from whom no deductions were made and the reasons therefor, 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, assessments or collective bargaining service fees automatically reserved upon return to employment with the Fire Department.

## 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 maybe accumulated or otherwise affected by leaves of absence without pay or 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 interupt 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 warrent.
- 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.
- 9.7 Job assignments shall be filled on the basis of need of the Fire Department with consideration of seniority, provided the employee has the ability to perform the duties involved. Any employee requesting a job assignment to another shift or station will do so with the understanding that the job assignment will be for a minimum of one (1) year. A request may be withdrawn at anytime prior to the changing.

## 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 (14) calendar days after posting, he shall be considered to have quit.

## PROMOTIONS

- 11.1 The Township agrees that the promotional system for employees of Local 1338 shall provide after 5 years of service in grade; one (1) percentage point for each year in grade with a maximum of ten (10) points. Said points shall be added to the written examination score of 70% or better. The examination shall consist only of a written test. The test and eligibility lists shall continue to be administered by the Fire and Police Civil Service Commission in accordance with Act 78 of the Public Act 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.

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 improvements in the standard of living of the members of the Fire Department depends upon technological progress, better methods, processes, tools and equipment and 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 thirty (30) months of service shall be:

EFFECTIVE

Fire Fighter:

<u>July 1, 1973</u>	<u>January 1, 1974</u>	<u>July 1, 1974</u>
\$12,816.46	\$13,072.79	\$13,726.41

See "Exhibits A,B,and C attached to this Agreement for complete Wage Table.

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

Rank of Sergeant shall be paid an annual salary of eight (8%) percent more than a fire fighter.

Rank of Lieutenant shall be paid an annual salary of sixteen (16%) percent more than a fire fighter.

Rank of Captain shall be paid an annual salary of twenty-four (24%) percent more than a fire fighter.

Position of Fire Marshall shall be paid an annual salary of twenty-four (24%) percent more than a fire fighter.

17.4 The starting salary on induction for a fire fighter shall be \$2,500.00 dollars less than the salary for a fire fighter after thirty (30) months of service. The salary of the said employee shall be increased \$500.00 dollars every six (6) months with full pay after thirty (30) months.

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 a 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 twelve (12) hour period, unless conditions warrant otherwise.
- 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 ( $1\frac{1}{2}$ ) 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.
- 18.10 Commencing the names of all employees of the Fire Fighting Bureau shall be positioned according to seniority ranking on a list hereafter referred to as the "Overtime" list.
- 18.11 Thereafter, the total number of overtime hours each employees has worked shall be recorded with the employee's name. The employee with the least amount of overtime hours shall be called first for overtime and given preference as to the choice of hours available. The employee with the second lowest number of overtime hours will be called secondly for overtime, etc.

- 18.12 All calls for overtime shall be made between 7:00 A.M., and 8:00 A.M., on the day the overtime is required unless conditions warrant otherwise.
- 18.13 When the overtime period has been completed the officer or senior man then on duty at the headquarters station shall be notified of same and shall record the appropriate information on the overtime list.
- 18.14 Employees working overtime for any period less than two (2) hours shall not be charged that time on the overtime list.
- 18.15 Probationary employees shall not be called for overtime. After completion of the probationary period however, those employees shall be placed on the overtime list by reference to the order of their appointment to the Fire Department. With placement on the overtime list those employees shall be charged an amount of hours then equaling that of the employee with the most overtime hours plus one hour.

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 ( $\frac{1}{2}$ ) sick day from his accumulated sick time.

For the purpose of this agreement one half sick day shall be defined as two (2) hours for a forty-hour employee, and one-half sick day would equal twelve (12) hours for a fifty-six (56) hour employee.

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, the minimum man power must be maintained. However, if the emergency is to exceed the four (4) hour limit, then the said employee shall be deducted one half ( $\frac{1}{2}$ ) sick day from his accumulated sick time. For the purpose of this Agreement, one half ( $\frac{1}{2}$ ) 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 two (2) personal days 48 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. The first day maybe taken in eight (8) hour increments. However, personal time for the second day shall be taken in twelve (12) or twenty-four (24) hour increments only. Said time of second day shall be deducted from employees accumulated sick leave.
- 21.3 Hereafter, July 1, 1974 employees shall be granted two (2) personal days; forty-eight (48) 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.

FUNERAL LEAVE

22.1 The Township shall 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. Said leave shall be granted for the purpose of funeral attendance and other related obligations. In the event an employee suffers the loss of a member of his immediate family.

22.2 The employees immediate family shall be defined as follows: Spouse, children, step-children, son-in-law, daughter-in-law, father, mother, brother, sister, neice, nephew, 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 their spouses and dependent children shall be provided with the plan known as "MVF-1" with Master Medical, as defined in the insurance contract with the following riders:

Prescriptions (\$2.00 deductible)

Family coverage

23.2 Upon the job related death of any full paid employee of the Fire Department, the Township shall provide a hospital policy for the family of the deceased as currently being received by all other employees of the Fire Department. This policy shall remain in effect until the widow remarries. In case of dependent children, this policy shall remain in effect until they attain their 19th birthday.

23.3 Upon the job related injury of any full paid employee of the Fire Department as determined by the Bureau of Workmen's Compensation and or the Shelby Township Fire and Police Pension Board, the Township shall provide a hospitalization insurance policy for the injured employee and his family. As currently being received by all other employees of the Fire Department. Benefits shall be paid in full by the Township.

21.3 cont.

Said days maybe taken in eight (8) hour increments. Said time shall not be deducted from employees accumulated sick leave.

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. Vacations 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 wishing to exercise his seniority preference shall make a 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 any 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.
- 27.6 If a regular pay day falls during an employee's vacation and he is to be on vacation for two weeks or longer, he will be entitled to receive all checks in advance before going on vacation. An employee must make a request to the Fire Chief for his checks providing three (3) Township working days notice is given prior to the pay period.
- 27.7 Vacations maybe taken in intervals of less than three (3) days, providing the request is submitted four (4) days prior to the date requested. Unless otherwise approved by the Fire Chief.

TERMINATION OF EMPLOYMENT, RETIREMENT, DEATH

- 28.1 Upon termination of employment, holidays and 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, employee shall receive fifty (50%) percent or on retirement, the employee shall receive fifty (50%) percent remuneration of sick leave days he has accumulated.
- 28.3 Upon the 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.

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 "at the rate of time and one-half", providing the employee reports to the fire station before and after the completion of such appearance.

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 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.

## DURATION OF CONTRACT

- 38.1 This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1975, 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, 1975, 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 the termination date of June 30, 1975, 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 agree 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 be delivered to the Township Supervisor or Clerk or to an Officer of the Union as the case maybe.

- 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.
- 38.6 It is here by agreed that between the Township of Shelby and Local 1338 that all previously agreed provisions shall remain in effect; other than the attached changes.
- 38.7 The Township of Shelby and Local 1338 hereby agree that Section 25.1 - Retirement shall be open for negotiations upon receipt of an acturially report from the pension board.

FOOD ALLOWANCE

- 40.1 The Township shall pay each employee of the Fire Department, an annual food allowance. The sum of two hundred (\$200.00) dollars. The sum of one hundred (\$100.00) dollars payable the first pay period in July, 1973; and the sum of one hundred (\$100.00) dollars the first pay period in January. Said food allowance shall be exempt from all Federal and State taxes.
- 40.2 The Township shall pay each employee of the Fire Department an annual food allowance. The sum of two hundred (twenty-~~0~~) five (\$225.00) dollars. The sum of one hundred twelve dollars and fifty cents (\$112.50); payable the first pay period in July, 1974. The sum of one hundred twelve dollars and fifty cents (\$112.50); payable the first pay period in January, 1975 and hereafter.
- 40.3 Probationary employees shall receive a food allowance prorated for the remaining part of the month after their date of hire.

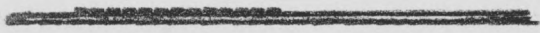
EXHIBIT "A"

Non-Probationary Employees:

Fire Fighting Bureau salaries - Shelby Township

July 1, 1973 to December 31, 1973

Position	
Fire Fighter.....	\$ 12,816.46
Sergeant .....	\$ 13,841.77
Lieutenant .....	\$ 14,867.09
Captain and Marshal .....	\$ 15,892.40



Probationary Employees;

Date of employment to six (6) months .....	\$ 10,316.46
Six (6) months to one (1) year .....	\$ 10,816.46
One year to 18 months .....	\$ 11,316.46
18 months to 24 months .....	\$ 11,816.46
24 months to 30 months .....	\$ 12,316.46
30 months and over .....	\$ 12,816.46

EXHIBIT "B"

Non-Probationary Employees:

Fire Fighting Bureau salaries - Shelby Township

January 1, 1974 to June 30, 1974

Position

Fire Fighter .....	\$ 13,072.79
Sergeant .....	\$ 14,118.61
Lieutenant .....	\$ 15,164.43
Captain and Marshal .....	\$ 16,210.25

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Probationary Employees:

Date of employment to six (6) months .....	\$ 10,572.79
Six (6) months to one (1) year .....	\$ 11,072.79
One (1) year to 18 months .....	\$ 11,572.79
18 months to 24 months .....	\$ 12,072.79
24 months to 30 months .....	\$ 12,572.79
30 months and over .....	\$ 13,072.79

EXHIBIT "C"

Non-Probationary Employees:

Fire Fighting Bureau salaries \_ Shelby Township

July 1, 1974 to June 30, 1975

Position

Fire Fighter .....	\$ 13,726.43
Sergeant .....	\$ 14,824.54
Lieutenant .....	\$ 15,922.66
Captain and Marshal .....	\$ 17,020.77

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Probationary Employees:

Date of employment to six (6) months .....	\$ 11,226.43
Six (6) months to one (1) year .....	\$ 11,726.43
One (1) year to 18 months .....	\$ 12,226.43
18 months to 24 months .....	\$ 12,726.43
24 months to 30 months .....	\$ 13,226.43
30 months and over .....	\$ 13,726.43

IN WITNESS WHEREOF, the parties have hereunto set  
their hands to duplicates hereof this 17th day of  
July 1973.

IN PRESENCE OF:

THE TOWNSHIP OF SHELBY,  
Macomb County, Michigan

By Harvey A. Hansen  
Harvey H. Hansen, Supervisor

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

TOWNSHIP OF SHELBY

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Chester Storey  
Chester Storey  
Josias C. Remes  
Marvin E. Meltz  
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