

3747

3/31/2001

WORKING AGREEMENT

between

REDFORD TOWNSHIP, MICHIGAN

and

REDFORD TOWNSHIP FIRE FIGHTERS UNION

LOCAL 1206 AFL-CIO-CLC

APRIL 1, 1997 - MARCH 31, 2001

Redford Township

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ARTICLE I

MEMORANDUM OF AGREEMENT

This agreement entered into this ___ day of _____, 1998, between the Township of Redford (hereinafter referred to as the "Employer" or the "Township") and the Redford Township Fire Fighters Union, existing under the laws of the State of Michigan (hereinafter referred to as the "Union.")

ARTICLE II

PURPOSE AND INTENT

The interest of this Agreement is to set forth the terms and conditions of employment, which will promote orderly and peaceful labor relations for the mutual interest of Redford Township, its citizens and its employees.

The parties hereto acknowledge the responsibility of Redford Township and its Fire Department to provide for the safety, protection, and well-being of all the citizens of Redford Township and others who may be within the Township limits. Both the Township and the Union recognize that the primary obligation of the Fire Department is to serve the citizens of the Township. Furthermore, they are convinced that effective fire fighting and prevention depend upon personnel who give the best service under good employment conditions, which conditions include but are not limited to rates of pay, hours of employment, etc.

ARTICLE III

RECOGNITION

Pursuant to and in accordance with applicable provisions of Act 336 of the Public Acts of 1947 as amended, the Township does hereby recognize the Union as the exclusive and sole representative of all Fire Fighters below the rank of Fire Chief for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes any and all clerical employees who may be hired or are presently employed by the Township Fire Department.

ARTICLE IV

MANAGEMENT RIGHTS

SECTION I

The Township Board on its own behalf and on behalf of the electors of the Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and/or United States.

SECTION 2

The exercise of these powers, rights, authority, duties and responsibilities by the Township Board and the adoption of such rules and regulations and policies as the Board may deem necessary shall be limited only by the specific and expressed terms of this agreement.

SECTION 3

The Fire Department may adopt further rules for the operation of the Department and the conduct of its employees, while on duty, provided they are not inconsistent with the terms of this agreement.

ARTICLE V

UNION RESPONSIBILITIES

The Union as a lawful Union composed of employees in the Township service having as its primary purpose the improvement of conditions of employment, and recognizing the crucial role of fire fighting in the preservation of the public health, safety, and welfare of a free society agrees:

That all services performed by Employees included in this Agreement are performed under State and Local Law for and in the public interest and are essential to the public welfare. The Union, its officers and members, separately or collectively, shall neither cause nor counsel its members, or any of them either directly or indirectly to strike, or participate in any interruption to the work, or in any work slowdown or other interference with any of the services of the Township of Redford. The occurrence of any such acts or actions prohibited in this section by the Association shall be deemed a violation of this Agreement.

In the event of any unauthorized slowdown or work stoppage of any nature, the Union will take immediate steps to bring the work force back to normal. The Union will publish a statement

to the members indicating that such activity is unlawful and directing the Employees back to work on a normal basis.

The Union shall not be liable, however, for the acts or actions hereinbefore enumerated not caused or authorized directly or indirectly by the Union.

In any event, whether or not the Union is liable for such acts or actions, any Employee who commits any of the acts prohibited in this section may be subject to discharge or other disciplinary action, as may be applicable to such Employee, and consistent with the just cause concept and the grievance arbitration procedures of this contract.

ARTICLE VI

UNION SECURITY

SECTION 1

It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee in an amount equivalent to such uniform dues, fees and assessments. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Township, upon receipt of a written notice from the Union stating that the employee is no longer a member in good standing of the Union.

SECTION 2

Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues, fees and assessments or equivalent agency shop service fees.

SECTION 3

The Township shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments or agency shop service fees. Such sums accompanied by a list of employees from whose pay they have been deducted and from whom no deductions were made and the reason therefor, shall be forward to the Union office within thirty (30) days after such collections have been made.

ARTICLE VII

UNION ACTIVITIES

SECTION 1 - GENERAL

Employees and their union representatives shall have the rights to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection to express or communicate any views, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion discrimination or reprisal.

SECTION 2 - RELEASED TIME

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the Township, processing grievances, and administration and enforcement of this Agreement.

SECTION 3 - BULLETIN BOARDS

The Union shall retain the bulletin board rights it now has, including the right to post Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

SECTION 4 - MEETINGS

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

SECTION 5 - UNION ACTIVITIES

The President or his/her representative shall be allowed, not to exceed seven (7) working days per year for attendance at conventions of the Michigan State Fire Fighters Union and International Association of Fire Fighters, or selected seminars of either organization. Duly appointed delegates to the Michigan State Fire Fighters Union, not to exceed two (2) shall be allowed, not to exceed two (2) working days bi-annually for attendance at the State convention.

Days unused during each yearly period may not be carried forward, but shall be waived if not used within such yearly period.

ARTICLE VIII
REPRESENTATION

The employer shall meet for the purposes of collective bargaining with a committee selected by the Union to be composed of not more than four (4) members of the Union. The Union may designate as its spokesman either its president or any outside agent or attorney.

If negotiations take place during the time a member of the Union's bargaining committee would normally be working, he shall be compensated at his/her regular wage rate for such time.

During the term of this Agreement, the Union shall inform the Employer in writing of the name of one trustee for each shift. The trustee of any shift may represent members in their grievances and be allowed a reasonable time to investigate said grievances subject, however, to the operating needs of the Redford Township Fire Department. Such time shall not be unreasonable or arbitrarily withheld. A Union representative shall not participate during working hours in any activity regarding the Union unless he has been informed that his/her particular duties on the shift to which he is assigned have been properly covered. Under the above conditions, the employee, if such activity is during working hours, shall be compensated at his/her regular wage rate.

ARTICLE IX

OTHER ORGANIZATIONS

Members of Local 1206, and employees of the Township of Redford Fire Department may belong to other organizations but not as a condition of employment, nor may such organizations represent any employee in respect to wages, hours, working conditions or other matters accorded the Union under P. A. 379 of the Public Acts of 1965.

ARTICLE X

MAINTENANCE OF CONDITIONS

SECTION 1 - MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as improved hereto, be maintained during the term of this agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this agreement.

SECTION 2 - UNILATERAL CHANGES PROHIBITED

The City or Township will make no unilateral changes in wages, hours and conditions of employment during the term of this agreement. either contrary to the provisions of this agreement or otherwise.

SECTION 3 - RELATION TO REGULATION. ETC.

This agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this agreement shall conflict with any ordinance or resolution of the Township or

City, appropriate Township or City amendatory or other action shall be taken to render such ordinance or resolution compatible with this agreement.

ARTICLE XI

SENIORITY

SECTION 1

Seniority of a new fire fighter shall be commenced after the fire fighter has completed his/her probation period of one (1) year and shall be retroactive from the date of appointment. An employee who voluntarily leaves the department and subsequently returns shall have the employee's return date as the employee's new seniority date and all wages and fringe benefits shall be computed for this employee based on this new or latest starting date with no credit being given for prior Township service.

An employee shall forfeit seniority rights only for the following reasons

- a. The employee is laid off and is not returned within two (2) years, provided such provision does not conflict with the Civil Service Act.
- b. The employee is dismissed and the discharge is not subsequently overturned.
- c. The employee is absent without leave for a period of five (5) days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report).
- d. The employee retires.

- e. The employee fails to return to work within ten (10) days from the date of a certified mailing of recall notice.
- f. The employee fails to return to work within the limits of a leave of absence or an extended leave of absence.

SECTION 2

A seniority list shall be furnished to the Union by the Township once each six (6) months.

ARTICLE XII

RESIDENCY

Fire Fighters of the Redford Township Fire Department shall be permitted to live anywhere outside of the Township so long as said Fire Fighters are able to report to duty within one (1) hour of telephone contact under normal weather conditions.

ARTICLE XIII

WORKING OUT OF CLASSIFICATION

SECTION 1

Any employee who works in a higher classification will be paid at the higher rate from the first hour worked in the higher classification.

SECTION 2

This provision will not apply when an employee voluntarily switches work days.

SECTION 3

Effective 4-1-95, each Battalion Chief shall receive a lump sum payment of three hundred dollars (\$300.00) total annually as compensation for working out of classification and roll call pay.

SECTION 4

- a. Employees shall not be eligible to work out of classification until they have completed three (3) years in the Department, except in case of an emergency.
- b. Employees shall not be eligible to work out of classification while on probation, except in case of an emergency.
- c. No employee may exclude themselves from working out of classification.
- d. An on-duty EMT fire fighter shall not be eligible for out of classification work unless the EMT assignment is covered by EMT certified employees. The equalization of out of classification work hours provided by Section 5 of this Article shall not apply to the situations described by Section 4.
- e. The Department shall not have to call in an off-duty fire fighter for out of classification work if a fire fighter with less than three (3) years seniority or a probationary fire fighter are on duty, as this is to be included in the meaning of emergency as used in this Section.

SECTION 5

Each platoon will be responsible for attempting to equalize the number of out of classification hours worked by each member in that platoon. When out of classification work is required, the

eligible platoon member with the least number of out of classification hours in that classification will be offered the work first. For this purpose, an employee will be charged for any refusal of out of classification work.

Platoon members who attain three (3) years seniority shall be charged with the highest number of out of classification work hours that exists on that member's three-year anniversary.

SECTION 6

Buddy Trades: As in the past, all employees shall be able to utilize the buddy system with approval of the unit commander. Each employee must be qualified to perform the duties of the person they are trading time with. Buddy trades that are scheduled will be traded with a member of the same rank, except for officer ranks. Buddy trades with members of another rank shall be allowed for on duty personnel. The employee working the buddy trade will be responsible to remain on duty until relieved.

ARTICLE XIV

OVERTIME PAY

SECTION 1

- a. Based upon a 24-hour fire fighter's work period, which is in excess of seven (7) days, the pay for a 24-hour fire fighter shall be based on a fifty-six (56) hour week.

- b. Overtime shall, as in the past, be paid pursuant to Michigan and/or federal law as it applies to the Township, except as specified below. Effective 4-1-98, all 24-hour employees shall no longer receive an additional 1-1/2 hours of pay per week. Instead, they, and all 40-hour employees, shall be compensated pursuant to the federal Fair Labor Standards Act.

SECTION 2

Any member of the Fire Department called back to duty to fight a fire, or for any other emergency shall be paid for a minimum of no less than four (4) hours, at a rate of 1 1/2 times his/her hourly rate based on a 40 hour week; and on New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day, the member shall be paid two (2) times his/her hourly rate based on a 40 hour week.

NOTE:

If a member is required to continue to work beyond his/her regular shift or is called back to work for the purpose of maintaining minimum manpower in accordance with Article XV of the agreement, he shall be paid 1 1/2 times his/her hourly rate for all such work based on a 24-hour rate.

SECTION 3

When the Fire Marshall is the only member called in for a fire or other emergency he/she shall be paid for a minimum of no less than two (2) hours, at a rate of time and one half his/her hourly rate based on a 40 hour week and two (2) times his/her hourly rate based on a 40 hour week, on the holidays set forth in SEC. 2 above.

SECTION 4

When the Fire Marshall or other members of the Fire Department put on fire prevention programs, and other events of this nature, after their regular shift or on their day off, they will be allowed compensatory time in the amount of one and one half (1 1/2) times the actual time worked. This time off will be taken with the approval of the Fire Chief, up to a maximum accrual of 72 hours. If the Fire Chief cannot let the member have the time off because of manpower shortage, etc., the member will be paid for this time at one and one half (1 1/2) times his hourly rate based on a 56 hour week or on a 40 hour week, whichever is the regular work week of the member.

SECTION 5

Any employee called back from off duty for a Court appearance, with Circuit Court or District Court, or any other proceeding, shall be paid at the rate of one and one half (1 1/2) times his regular rate with a minimum of two (2) hours.

SECTION 6

All days of scheduled work in the fire fighting division will be deemed as worked in the event of time off due to any paid leave time, for the purpose of computing a fire fighter's average workweek for overtime computations.

SECTION 7

Compensatory time (comp time) off may be taken in lieu of wages for overtime worked. An employee may accrue up to seventy two (72) hours of comp time per year at the rate of one and one-half (1 1/2) times the actual time worked. Additional comp time may be granted, in lieu of wages, for overtime worked with the permission of the Fire Chief. Comp time will be used in four hour increments. Comp time will be used like personal leave time for scheduling purposes. Comp time may still be used as the fourth (4th) person off as long as minimum manning is maintained. Comp time cannot be scheduled as the fourth (4th) person off. If compensatory time cannot be used, it will be paid off on or before March 31 of each year at one and one-half (1 1/2) times the members' hourly rate based on a 56 hour work week for actual time worked or on a 40 hour work week for actual time worked, whichever is the regular work week of the member.

ARTICLE XV

COMPANY STRENGTH (MANNING)

At least ten (10) 24-hour personnel will be on duty at all times. When manpower is reduced below that required, for reasons of sickness, vacation, leave, or any other reasons, and there are no men available from the other companies, the officer in charge shall call in an off-duty man to work the shift or remaining portion thereof; the member that is called in to work shall be paid at the hourly rate of the classification in which he is working, subject however, to Article XIII of this Agreement.

SECTION 2

It is management's prerogative to both implement or eliminate the BLS and ALS programs. It is also management's responsibility for the daily maintenance of both of the programs while they are implemented. However, for so long as Management implements an ALS program, it shall maintain at least twelve (12) 24-hour personnel on duty at all times, even if overtime is required. Furthermore, it shall attempt to staff two ALS units with three (3) personnel on each unit. If sufficient off-duty personnel do not volunteer to work overtime so that the department is not able to maintain at least twelve (12) 24-hour personnel on duty, the department shall be allowed to continue to maintain two ALS units so long as at least eleven (11) 24-hour personnel are on duty and the department is operating in accordance with Wayne County medical protocol. If management eliminates both the BLS and ALS program, then it shall only be required to maintain a ten (10) twenty-four hour personnel minimum in accordance with Section 1, above.

SECTION 3

The Fire Department will supplement, with overtime personnel to reach minimum manning levels, whenever members of the Fire Department are dispatched outside the Township borders and manpower on duty within the Township is reduced below the minimum levels, if:

- (a) The member is dispatched more than three (3) miles outside the Township borders;
- (b) The member is dispatched any distance outside the Township borders for a protracted absence, i.e., greater than one (1) hour; or
- (c) The member is dispatched any distance outside the Township borders and is out of service for any reason other than as a driver or attendant on an ambulance transporting a patient to a medical facility.

The Township will attempt to schedule any such activities to the days when we are above minimum staffing levels, or use other employees that do not affect the minimum staffing levels.

SECTION 4

Union and management shall work out a "call-in" procedure for purpose of maintaining company strength, and distributing overtime on an equal basis.

ARTICLE XVI

EQUALIZATION OF OVERTIME

SECTION 1

Other than in an emergency, overtime hours shall be divided as equally as possible among employees in the same classification in the department. The Department shall have the responsibility of posting an up-to-date list showing overtime hours monthly in a prominent place in the Stationhouse. Whenever overtime is required, the person with the least number of overtime hours in that classification within the department will be called first, and so on down the list in an attempt to equalize the overtime hours.

SECTION 2

Employees in other classifications may be called if there is a shortage of employees in the classification provided they are capable of doing the work required. Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he was reclassified. An employee will be charged for overtime work turned down for the purpose of equalization of same.

ARTICLE XVII

SICK LEAVE

SECTION 1

For the purpose of this Article "Sick leave day" shall mean a 24 hour duty day.

SECTION 2

All permanent, full-time employees shall accumulate sick leave at a rate of one (1) day for each complete month of service, except for 40-hour employees who shall accumulate sick leave at the rate of 1 1/2 days per month, with accumulation being limited to three hundred (300) days. One hundred percent (100%) of the accumulated sick leave, up to a maximum of 100 days, (80 days for those employees hired after January 22, 1986), will be paid in cash to the employee at the employee's current rate in the event of termination of employment, retirement, duty disability retirement, or in the case of death, to the employee's beneficiary or estate. In no event shall an employee receive more than 100 days, (80 days for those employees hired after January 22, 1986), if he has accumulated 100 days or more. An employee with less than 100 days (80 days for those employees hired after January 22, 1986) accumulated shall be paid for all days accumulated.

SECTION 3

- a. Upon termination of employment, retirement, duty disability retirement, the unused accumulated sick leave will be paid in cash to the employee at the employee's current rate, and in the case of death, to the employee's beneficiary or estate.
- b. When an employee is paid for unused accumulated sick leave, five (5) sick days will be equal to one (1) weeks pay.

- c. An employee who terminates employment for any reason with less than five (5) full years of service shall not receive compensation for accumulated sick time.

SECTION 4

At the end of the year, if a member has not used his/her personal leave days for that year, he may have them credited to his/her sick days in place of sick days he may have used that year. In no event however, shall he be able to accumulate more than 12 sick days per year.

SECTION 5

An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

SECTION 6

In the event an employee changes from the Fire Fighting Division to the Fire Prevention Division or other forty (40) hour per week position, or vice versa, his/her vacation and sick leave credits shall be pro-rated accordingly. After 30 calendar days (including paid leave and scheduled time off) of light duty or training a suppression employee will have all of the employee's leave pro-rated to a 40 hour week basis.

SECTION 7

The Township reserves the right to take reasonable investigatory steps when it reasonably suspects abuse of sick time which may include orders for fitness for duty physical at the

employer's expense. The employer reserves the right to impose discipline based upon sick leave abuse.

SECTION 8

The Township may order a member to produce a doctor's excuse for sick leave use when a member has taken off more than two consecutive work days for illness or more than six sick occurrences in any fiscal year or when a member calls in sick so as to create an eight day period off-duty due to other scheduled off days.

SECTION 9

Family Illness: Members shall be permitted to use sick leave due to illness in the immediate family which shall include spouse, children, and parents. Any sick leave so used shall be charged to the members sick leave bank and shall not count as a sick leave occurrence under Section 8, above. Members of the Fire Fighting Division shall be permitted to use up to 72 hours of family sick leave per year. All other members of the Fire Department shall be permitted to use up to 24 hours of family sick leave per year. Additional sick leave for family illness may be granted with the permission of the Fire Chief, or his/her designee which shall not be unreasonably withheld.

SECTION 10

The twenty-four hour sick day of a fire fighter shall be divided into twenty-four one hour increments.

ARTICLE XVIII

VACATION LEAVE

SECTION 1

- a. Each employee that works 24 hour shifts shall receive twelve (12) working days each year as vacation leave. The employee is required to take six (6) of these days in the summer vacation period (June 1 through October 31), and six (6) days in the winter vacation period (November 1 through May 31).
- b. The employee may split his/her six (6) day summer or winter vacation into two (2) three (3) day periods if the employee so desires, with guidelines to be worked out between the Union and the Chief.
- c. Those employees hired after January 22, 1986 shall receive vacation days in accordance with the following schedule:

At least one, but less than two years of service - six (6) days, with three (3) days to be taken in the summer vacation period and three (3) in the winter.

At least two, but less than three years of service - nine (9) days, with three (3) days to be taken in the vacation period in effect and six (6) in the following period.

At least three, but less than six years of service - twelve (12) days, to be scheduled as in Section 1 (a), above.

- d. The vacation schedule will be posted on, or before, August 20th for upcoming winter vacation period.

The vacation schedule will be posted on, or before, January 20th for the upcoming summer vacation period.

The top three (3) senior personnel will have five (5) calendar days to pick either three (3) or six (6) consecutive days. The next three (3) senior personnel will then have five (5) calendar days to pick either three (3) or six (6) consecutive days. This procedure will continue until all picks, both first and second, have been completed.

The employee shall be notified that his/her five (5) days in which to pick his/her vacation period has begun. The employee shall be given time on duty to review the vacation schedule.

If the member does not pick in his/her allotted time period, the member will lose his/her bumping privilege for that vacation period.

After the last summer vacation pick has been completed, a member may pick one (1) P.L. or extra vacation day by Department seniority. This pick cannot be bumped unless it falls in the winter vacation schedule and is taken as a complete vacation during that period.

No more than two (2) officers shall be scheduled on vacation and/or personnel leave per platoon at one time.

Selected vacation changes will require the approval of a Unit Commander, so long as one (1) officer remains on duty.

SECTION 2

The Fire Department operates on a three platoon system, and no more than three (3) employees, including no more than two (2) officers, shall be scheduled on vacation and/or personal leave per platoon at one time. The Township shall not reduce the size of the Department as a result of the implementation of this provision, except through attrition.

Each platoon shall select vacation time by departmental seniority subject to Article XIX, Section (1b) of this Agreement.

SECTION 3

All 40 hour per week employees shall be entitled to 20 days vacation per year. Each employee with five (5) years or more service, each year shall be entitled to accumulate and carry over into the following year up to and only fifteen (15) vacation days regardless of the circumstances and ability to take vacation during the year, and shall be entitled to take such vacation except in case of actual emergency. In the year of retirement, 40 hour employees shall be allowed to carry over all accumulated vacation time as of March 31st of the retirement year to May 31st of the same year.

SECTION 4

- a. In addition to the above vacation, all employees of the Fire Department shall receive added vacation days as follows:

At least 6 years service, but less than 8 -	1 day
At least 8 years service, but less than 10 -	2 days
At least 10 years service, but less than 15 -	3 days
At least 15 years service, but less than 20 -	4 days
At least 20 years service, but less than 25 -	5 days
25 years service, and over -	6 days

- b. The anniversary date of service, for purposes of this Article (Vacation Leave) shall be measured by reference to the original date of appointment to the Fire Department.

SECTION 5 - ILLNESS DURING VACATION

In the event an employee suffers Physician Certified illness during a scheduled vacation period, such days of illness shall not be charged against his/her allotted vacation time, but shall be charged against his/her sick leave, as provided in Article XVII. Such vacation shall be extended commensurately at the request of the member, or rescheduled in another available vacation period.

NOTE:

It is understood that "certified illness" when applicable shall be for illness occurring on a scheduled work date.

SECTION 6

Extra vacation days may be split into twelve (12) hour increments.

SECTION 7 - ACCRUAL OF VACATION LEAVE TIME

All vacation leave time will be accrued on a monthly basis in 1/12th increments.

ARTICLE XIX

PERSONAL LEAVE DAYS

SECTION 1

- a. Each new hire shall be entitled to accumulate and use four (4) hours of personal leave for each month of service between hire and the following April 1st.
- b. On April 1st of each year, each employee shall be credited and entitled to take personal leave in accordance with the following schedule:

In the first year of service - - two days (48 hours)

In the second year of service - - three days (72 hours)

In the third year of service and thereafter - - four days (96 hours).

- c. No more than three (3) employees, including no more than two (2) officers, shall be scheduled on vacation and/or personal leave at one time. The Township shall not reduce the size of the Department as a result of the implementation of this provision, except through attrition.

- d. Personal leave days may be split into four (4) hour increments. To reserve time, application for a four (4) hour leave must be made during the work cycle (six [6] days) prior to the cycle in which the leave will occur. If timely application for personal time off in a four (4) hour increment is made by an employee, that employee's leave time may be bumped by any other employee who makes a timely request to take twelve (12) or twenty-four (24) hours off in the same cycle. However, the employee requesting a four (4) hour leave shall have the option of changing his/her requested hours off to twelve (12) or twenty-four(24) hours, thereby preventing the bump. The bumping procedure shall not apply during the work cycle when the personal time off is to be taken. Personal leave in four (4) hour increments may be requested and taken in the same work cycle only if the schedule permits.

- e. Four (4) hour increments of personal leave may be taken from 0800 to 1200 and 1200 to 1600 Monday through Friday. Exceptions to this shall require permission from the Fire Chief or his/her designee. If overlapping four (4) hour increments causes manpower to drop below minimum manning, the Township must be able

to fill the position before the employee is released. All other leave provisions will remain the same.

ARTICLE XX

BEREAVEMENT LEAVE

If a death occurs, an employee will be allowed to use sick, vacation, compensatory, or personal time for bereavement purposes up to five calendar days from the date of death to attend the funeral. Use, of sick, vacation, compensatory, or personal time will not be denied for bereavement use. Time in excess of five days may be requested subject to the department head's approval. Denial may be appealed to the Administrative Committee. Use of up to 3-24 hour days or 5-8 hour days of sick leave for bereavement purposes shall not count as a sick leave occurrence under Article XVII, Section 8.

ARTICLE XXI

RETIREMENT

SECTION 1

The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended.

SECTION 2

Any member retiring from the Fire Department on or after April 1, 1993, regardless of whether his/her employment began before or after such date, shall have a pension throughout the

members life, as authorized under P.A. 345 of 1937, as amended, payable at the rate of 2.8% of his/her average final compensation multiplied by the first twenty-five (25) years of service credited to him/her plus 1% of the members average final compensation multiplied by the number of years, plus a fraction of a year, of service rendered by him/her which are in excess of twenty-five (25) years. Maximum of seventy-five (75%) percent. In addition, all other benefits and compensation as set forth in said Act shall be credited to the members.

SECTION 3

Any member may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit plus accumulated interest computed at a rate of 5% per annum after December 31, 1997. Upon this election and the payment of accumulated contributions, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities, as of the first day of the fiscal year in which the annuity is withdrawn. A retiring member and his/her spouse, if any, shall, if possible, jointly participate in a meeting with Township representatives prior to the election at which the effects of the annuity withdrawal will be explained. The parties agree that in any future proceedings in which the issue of adequacy of pension benefits comes into question, the parties will acknowledge, where appropriate, that the reason that a retiree's pension benefit has been lowered is because of his/her election of the annuity withdrawal option.

SECTION 4

A member shall be eligible to retire with full benefits after twenty-five (25) years of service with the Department in conformity with the provisions of Act 345.

SECTION 5

Section 6(i) of Act 345 notwithstanding, a member's spouse shall have vested rights in the member's pension, upon the member's death, after ten (10) years of service.

SECTION 6

Effective April 1, 1987, Section 9(i) of Act 345 notwithstanding, the Township shall pay into the retirement system the member's five (5%) percent contribution and the member's pension contribution shall thereupon be reduced to zero (0%) percent. Notwithstanding the above, any such contribution made by the Township in lieu of a member's contribution shall be treated as the member's contribution; shall be credited to the member's account in the Reserve for employees' contribution; and shall be subject to refund to the member together with accumulated interest in accordance with the provisions of Act 345 and all provisions of this Article, including, but not limited to, Section 3, provided such treatment of this payment is permitted by the Internal Revenue Service.

SECTION 7

Effective April 1, 1987, in accordance with Section 6(f) of Act 345, average final compensation will be taken from the average of the three (3) years of highest annual compensation received during the ten (10) years of service immediately preceding retirement or leaving service.

SECTION 8

Base salary (57.5 hours straight time per week through 3-31-98, 56.0 hours straight time per week thereafter) bonuses, longevity pay, holiday pay, used sick days, used personal days, used bereavement leave days, used vacation days and out of classification pay shall be included in determining average final compensation as well as calculating employee contributions to the pension fund. In addition to the above, accumulated sick leave (see Section 9), accumulated holiday pay and accumulated vacation leave payments made at the time of retirement, according to the provisions contained in this agreement, shall be included as part of average final compensation for the purpose of computing retirement benefits. Effective 4-1-97, 24-hour personnel shall have credited for final average compensation purposes all accumulated vacation leave hours based upon a 24-hour day although they shall continue to receive actual payment for such leave based upon a 40-hour work week. All other items for which employees receive some form of compensation, including but not limited to, other overtime pay, call-in pay, unused compensatory time, uniform allowance, and food allowance shall be excluded from these computations.

SECTION 9 - SICK TIME PAY OUT

- a. The Township will pay, in cash, to the employee one hundred (100) sick days upon retirement, eighty (80) days to those hired after 1-22-86.
- b. Sick time for figuring final average compensation only will be as follows:

One hundred percent (100%) for the first one hundred twenty (120) days accumulated.

Four (4) hours for every day over one hundred twenty (120) accumulated.

SECTION 10 - SURVIVOR BENEFITS FOR DISABILITY RETIREES

Section 6 - (2d) of Act 345 of 1937 is amended to provide that if a disability retirant with 10 years of service who retired under this subdivision dies before attaining age 55 years of age, his/her surviving spouse shall receive a survivor disability pension equal to 60% of the disability pension payable to the disability retirant on the date of his/her death. If there is no surviving spouse, the survivor disability pension described in the previous sentence shall be paid to the disability retirant's surviving minor children, if any, and continue to each surviving child until he/she becomes 18 years of age or until his/her marriage or death before becoming 18 years old.

SECTION 11

A member may purchase in one month increments for pension purposes up to four years of military service (based upon the members's DD-214) and/or full-time governmental fire service time, provided that all of the following conditions are met:

- a. The service was performed before the member's employment with the Township.
- b. At the time of the purchase, the member shall pay to the Redford Township Police and Fire Pension System five percent (5%) of the member's annualized salary for each year or portion thereof purchased.
- c. Such purchase must be made within six months of the signing date of the labor agreement.

ARTICLE XXII

INSURANCE

SECTION 1 - LIFE

Effective with the signing of this agreement, each fire fighter shall receive term life insurance in the amount of Fifty Thousand (\$50,000) Dollars with double indemnity.

A member who retires under this agreement shall be provided a \$2,000.00 fully paid death benefit until he reaches age 65.

SECTION 2 - HOSPITALIZATION

Each fire fighter, along with spouse and eligible dependents, shall be provided with full Blue Cross/Blue Shield insurance, or its equivalent, MVF II, Master Medical, along with a five dollar (\$5.00) prescription drug rider. The same coverage shall be provided to retirees with twenty five years of service and to retirees retiring on a duty disability pension, together with their spouses and IRS eligible dependents.

Effective upon signature of this agreement, the Township may implement the following changes:

- a. The deductible for Master Medical claims will be two hundred fifty (\$250) dollars for a single person. Family deductible will be five hundred (\$500) dollars per family. The deductible for any one family member will be reached when that member has reached two hundred fifty (\$250) dollars or the combined family has reached five hundred (\$500) dollars.
- b. The co-pay coverage, except for retirees, will be one (\$1) dollar per week for single employees and two (\$2) dollars per week for employees with spouse and, or, dependent(s) coverage.
- c. Cancer screening will be added to current coverage.
- d. Those employees selecting an HMO will continue the same plan with no changes and no weekly payment.

Fire fighters retiring from Redford Township with less than twenty (20) years of service, except for duty disability retirees, will be offered the opportunity to pay for continued coverage pursuant to COBRA. Employees retiring with between twenty (20) and twenty-five (25) years of service, except for duty disability retirees, along with their spouse and eligible dependents, shall be provided with the same health care coverage set forth above, except if the employee's spouse is covered under a health insurance plan providing equivalent benefits, which covers the retiree, or except if the retiree obtains employment after retirement which provides a State approved H.M.O. program. If such equivalent health insurance coverage is provided to the retiree with between twenty (20) and twenty-five (25) years of service, then the Township provided benefits shall cease until such time as the retiree notifies the Township that the alternative coverage available to the retiree has ceased, in which case the Township shall again provide the retiree, spouse and eligible dependents with the health insurance coverage provided to the retiree at the time of the retiree's retirement. As a condition of receiving this health care benefit, the employee retiring with more than twenty (20) years of service and less than twenty-five (25) years of service agrees to inform the Township of any changes in his/her employment or his/her spouse's employment and will sign a release such that the Township may verify whether or not the employee and his/her spouse are indeed eligible for alternative health care coverage.

SECTION 3 - DENTAL

The Township will provide dental insurance coverage for bargaining unit employees; the insurance plan shall be equivalent to Blue Cross/Blue Shield dental program, providing 75/50/50 MBL \$2,000 annual maximum (\$2,000 lifetime orthodontia maximum), paid benefits, or a similar plan providing equal or better benefits at the discretion of the Township.

The Township also may, at its sole discretion, offer a dental maintenance program.

At the earliest possible time, the Township will provide the Union copies of this policy.

SECTION 4 - OPTICAL

The Township will provide an optical program to all bargaining unit employees, their spouses and dependents. Said program shall be the current Blue Cross/Blue Shield program (Vision Care Group Benefit Certificate Series A80), or a similar program providing equal or greater benefits, at the Township's discretion. At the earliest possible time, the Township will provide the Union with copies of this policy.

SECTION 5

Any member who retires during this agreement may elect to receive the dental and optical benefits being provided to active bargaining unit members with the retiree and the Township each paying 50% of the premium.

SECTION 6

Employees on an unpaid leave of absence shall be provided with continued health insurance coverage, provided under this agreement, for 30 days only and thereafter may elect to continue in the Township's health insurance plan at the employee's own expense subject to any restriction imposed by the health care provider and COBRA. Employees on an unpaid leave of absence shall be entitled to no other benefits whatsoever.

SECTION 7

Whenever eligible members or retirees of the bargaining unit (including their spouses or dependents) become eligible for Medicare, in order to be eligible for complementary coverage, they must subscribe to Medicare parts "A" and "B", which benefits shall be primary and coordinated with the health insurance benefits provided retirees under this agreement, so long as the retiree shall suffer no reduction in health insurance coverage or increase in cost as a result of exercising this option. Medicare part "B" will be at the retirees' expense.

SECTION 8

Employees retiring under this agreement may not add dependents to their health insurance coverage after they have left the service of the Township.

SECTION 9 - FLEXIBLE BENEFITS

The Union will allow individual members at the members' option to participate in a flexible benefits plan.

ARTICLE XXIII

HOLIDAY PAY

- a. Each employee shall be paid for thirteen (13) holidays each year of this contract.

Holiday payments shall be made on the first pay period prior to December 15, of each year. Employees shall be entitled to pay for the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Lincoln's Birthday
5. Memorial Day
6. Good Friday
7. Easter
8. Fourth of July
9. Labor Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. Employee's Birthday

NOTE:

Rate of payment shall be employee's weekly pay divided by five (5) days, which gives you the wages for one (1) day. The rate times thirteen (13) holidays equals total Holiday Pay. (This rate of payment is based on forty (40) hour week and eight (8) hour days.)

- b. Those members working a forty (40) hour work week shall receive the holiday pay set forth in subsection (a), provided that such members shall receive only their regular pay, and not holiday pay, for holidays falling during their regularly

scheduled work week unless the member works on the holiday or utilizes vacation leave, personal leave, or compensatory time for that day.

ARTICLE XXIV

LONGEVITY PAY

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

SECTION 1

Upon completion of five (5) years of service, each employee shall receive annually the sum of Three Hundred Dollars (\$300.00) plus Sixty Dollars (\$60.00) for each additional year of service, with no maximum, per year, as longevity pay.

SECTION 2

Upon termination of employment for any reason other than retirement longevity payments shall be pro-rated for the year of termination, and the appropriate amount paid to the employee, or in the event of his/her death, to his/her heir or estate.

SECTION 3

Date of hire shall be deemed the anniversary date of employment for all employees (provided that, to be first eligible for longevity pay, and employee shall have in fact served at least five (5) years as of his/her anniversary date). Longevity payments shall be made on the first pay period prior to December 15th of each year.

ARTICLE XXV

FOOD ALLOWANCE

SECTION 1

Each member covered under this Agreement shall be paid the food allowance set forth below in a lump sum on or before the first pay day of July annually.

Effective April 1, 1997 - \$700.00

ARTICLE XXVI

UNIFORM ALLOWANCE

SECTION 1

A uniform allowance of Four Hundred Twenty Five (\$425.00) Dollars per year will be paid each employee, in a lump sum, and paid no later than the second payday of April annually.

SECTION 2

Each employee shall receive the sum of Two Hundred Seventy-Five (\$275.00) Dollars, per year for the care and maintenance of his/her uniforms. This sum shall be paid no later than the second payday of April annually.

SECTION 3

All new fire fighters shall be provided with OSHA approved, bunker-type gear, including coat, pants and boots. Additionally, all current equipment returned due to obsolescence will be replaced to a minimum of \$2,000.00 per year, beginning with pants, then coats, and then boots.

starting with Fire Fighters, then Lieutenants, then Engineers and then the balance of the Department.

ARTICLE XXVII

EXPENSE ACCOUNT FIRE MARSHALL

Due to the varied duties required of the Fire Prevention Bureau which necessitates out-of-pocket expenses, the Township agrees to pay annually to the Fire Marshall or the highest ranking person in the Fire Prevention Bureau One Hundred Fifty (\$150.00) Dollars. The Township also shall reimburse expenses incurred by individuals serving in the Fire Prevention Bureau. Such reimbursements will be made upon tender of appropriate receipts for expenses.

ARTICLE XXVIII

WAGES

SECTION 1 - WAGES

The annual wage increase for the members of the firefighter's union shall be as follows:

2.8% wage increase retroactive to 4-1-1997

3.0% wage increase effective 4-1-1998

4.0% wage increase effective 4-1-1999

4.0% wage increase effective 4-1-2000

A wage schedule is attached as Appendix "A".

SECTION 2 - RANK DIFFERENTIAL

- a. Effective December 1, 1997, the rank differential between full-paid firefighter and engineer will be as follows:

Starting Engineer	11%
Engineer after 1 year	12%
Engineer after 2 years	13%
Engineer after 3 years	14%

- b. The rank differential between an Engineer after 3 years and lieutenant will be 10%.

- c. Effective December 1, 1997, the rank differential between a lieutenant and battalion chief will be as follows:

Starting Battalion Chief	8%
Battalion Chief after 1 year	9%

ARTICLE XXIX

GRIEVANCE ARBITRATION

SECTION 1 - GRIEVANCE PROCEDURE

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, and the Rules & Regulations of the Fire Department, such differences shall be resolved in the following manner.

STEP 1 (ALL VERBAL) An employee may discuss his/her grievance with his/her Unit Leader (or acting Unit Leader), with or without the presence of his/her Union

Representative. The parties shall discuss the grievance in a friendly informal manner, and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her Union Representative before any discussion takes place with the Unit Leader.

STEP 2 If the grievance is not satisfactorily resolved in first step, the Union will reduce the grievance to writing and submit said grievance to the Chief of the Department or his/her representative. The Chief shall reply in writing within ten (10) days thereafter.

STEP 3 If the grievance is not satisfactorily resolved in the second step, the grievance and the answer of the Department's Chief, along with any other supplemental documents, shall be submitted to the Township Supervisor or his/her representative. Within ten (10) days from receiving such notice, the Township Supervisor or his/her representative shall make determination and reduce the same to writing, supplying copies of his/her answer to the employee involved, the Union and the Department.

STEP 4 In the event the grievance is not disposed of or received in STEP 3 to the satisfaction of the grievant, the grievant may elect to appeal as follows:

(A) TO THE CIVIL SERVICE COMMISSION:

If the grievance is not adjusted at the Third Step of the Grievance Procedure as to any matter cognizable under the provisions of Act 78, P.A. 1935, as amended, and the grievant believes that he has grounds for appeal, the grievant may appeal to the Fire and

Police Civil Service Commission. This appeal shall be filed within the time allotted by Act 78.

In the event that the Civil Service Commission does not make an adjustment of the grievance satisfactory to the grievant, the grievant shall have the right of appeal to the Wayne County Circuit Court as provided under Act 78.

(B) ARBITRATION:

If the grievant feels that the grievance is not settled satisfactorily in Step 3 and the employee does not utilize Act 78, then the Union may request arbitration by written notice to the Township.

- (1) Parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
- (2) The Arbitrator so selected will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted.
- (3) The power of the Arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any terms of this

Agreement, nor shall he have any power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the employer, the Association and the grievant.

- (4) The costs for the Arbitrator's services, including his/her expenses, shall be borne equally by the parties. Each party shall pay for its own expense.

SECTION 2 - MISCELLANEOUS PROVISIONS

- (a) All grievances must be filed within thirty (30) days of the occurrence which caused the grievance to arise or knowledge thereof.
- (b) The Union may file a grievance, through its executive board, whenever it feels that there exists an event of condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement, existing or past practice.
- (c) No settlement at any stage of the grievance procedure except a civil service or arbitration decision shall be precedence in any future grievance and shall not be admissible in evidence in any future grievance proceeding.

- (d) During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- (e) There shall be no reprisals of any kind by administrative personnel taken against the grievant, any part in interest or his/her Union representative, any member of the grievance committee, or any other participant in the procedure set forth herein by reason of such participation.
- (f) Time limits between the various steps may be waived and/or extended by mutual written agreement.
- (g) The Union will submit a grievance to arbitration only after final approval by the President or Executive Board of the Union. In no event shall an individual be permitted to invoke arbitration in this Agreement.
- (h) The Commission and/or Arbitrator, when considering a contract grievance, shall limit its decision strictly to the interpretation, application or enforcement of this Agreement and they shall be without power and authority to make any decision:
 - 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement.
 - 2. Granting any wage increases or decreases.

- (i) The Commission and/or Arbitrator shall be without authority to require the employer to delegate, alienate, or relinquish any powers, duties or responsibilities, obligations or discretions which by State Law or State Constitution the employer cannot delegate, alienate or relinquish.
- (j) A member may appeal to either the Act 78 Civil Service Commission or arbitration as his/her sole and exclusive remedy of any dispute, a member may not utilize both forums.

SECTION 3 - DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within 45 days of the occurrence of the alleged violation. The employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel; and shall be afforded due process. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be upon the Township to justify the action complained of.

SECTION 4 - PERSONNEL FILE

Documentation of an oral reprimand shall be removed from an employee's personnel file after six (6) months.

Written reprimands shall be removed from an employee's personnel file after one (1) year.

ARTICLE XXX

MUTUAL AID PACTS

"No employee shall be required to respond to any fire alarm or otherwise to another community under any 'mutual aid pact,' or like agreement, between this municipality and such other community if such alarm or request response is related to a labor dispute in such other community or to the failure of such other community to maintain adequate fire protection services."

ARTICLE XXXI

PERFORMING WORK OF OTHER UNIONS AND TRADES

SECTION 1

Members of the Fire Department shall not be required to perform major work or duties of any other unions, or trades, and all major mechanical work and/or repairs to the department's fire apparatus shall be performed by a Fire Department mechanic, or a qualified outside mechanic or agency.

SECTION 2

Upon demand of either party, the parties agree that a housekeeping committee composed of the Township Supervisor, Fire Chief, and Union President or their designated representatives shall meet to review such items as furniture, bedding, building and equipment maintenance etc., for

need of replacement or repairs. The housekeeping committee shall meet at least once every six (6) months, during the months of February and August unless cancelled by the Union.

ARTICLE XXXII

LAYOFFS AND UNEMPLOYMENT COMPENSATION

SECTION 1

If, for reasons of economy, the Township shall deem it necessary to reduce the number of paid members of its Fire Department, the reduction shall be effectuated in accord with 1935 P.A. 78; MCLA 38.501, et seq., as follows:

- (1) The last employee hired to the Department shall be the first to be laid off, and so on, until said reduction has been accomplished. Seniority shall be the sole basis for the determination of layoffs, regardless of rank or classification.
- (2) In the event the Department shall again be increased in number, the employee last laid off will be the first reinstated, and so on, before any new appointments to the Department are made.

SECTION 2

Any employee covered by this Agreement who is laid off for lack of work or funds, shall receive the same benefits under the same rules, regulations and statutory requirements as the Michigan Unemployment Compensation Act, being M.S.A. 17.501, et seq., as amended.

SECTION 3

Employees on layoff shall be provided with continued health insurance coverage, provided under this agreement, for thirty (30) days only, and thereafter may elect to continue to participate in the Township's health insurance plan at the employee's own expense, subject to any restrictions imposed by the health care provider and COBRA. Laid-off employees, for a period of two (2) years, shall continue to accumulate seniority for promotional purposes only. In addition, a laid-off employee, if he/she does not withdraw accumulated contributions to the retirement system at the time of layoff, may continue to accrue up to two (2) years seniority for pension purposes only. If the employee chooses to continue to accrue seniority for purposes of pension, there shall be no responsibility or requirement for the Township to continue to make any pension contribution for laid-off employees.

ARTICLE XXXIII

PAYMENT FOR DUTY CONNECTED INJURY

SECTION 1

In the event any member of the Fire Department is injured in the performance of his/her duty, whether during regular working hours or otherwise, he shall receive the difference between his/her full pay and any workers' compensation benefits received by him for the duration of his/her disability not to exceed one (1) year. Thereafter, he shall receive workers' compensation for the length of his/her injury, if eligible, under the Workers' Compensation Statute. The employee shall continue to accrue seniority until the date of his/her retirement.

While on duty connected injury no sick time will be lost or deducted, meaning that during the one (1) year period or thereafter, if Workers' Compensation is paid, no sick time is lost or deducted.

SECTION 2

If, during the one (1) year period that the employee is entitled to such supplemental benefits to Workers' Compensation under this provision, it is determined that the employee will not be able to return to work, the Township shall have the option to request that the employee be retired on a duty-disability pension. If the employee is so retired, the Township shall pay to the employee the present value, computed using a five (5%) percent interest assumption, of the difference between what the employee would recover pursuant to Workers' Compensation together with these supplemental benefits and what the employee would receive via disability retirement for the remainder of the one (1) year period.

SECTION 3 - COORDINATION OF BENEFITS

In the event an employee is injured in a motor vehicle accident in the course of his duty, so as to be eligible for personal protection insurance benefits under the Michigan No-fault Act, MCLA 500.3101, et seq., payable from the Township, the parties agree that any Workers' Compensation benefits and duty disability benefits to which the employee may be entitled shall be subtracted from the personal protection insurance benefits otherwise payable for the injury.

The parties agree that this provision shall not be construed to prevent an employee from recovering damages from a third party or parties who may be responsible for the injury and any such damages shall not be subtracted from personal protection insurance benefits otherwise payable for the injury.

The intent of this language is to prevent the Township from having to pay duplicate benefits to an employee arising out of a motor vehicle accident.

ARTICLE XXXIV

EDUCATION AND TUITION ASSISTANCE

SECTION 1

The Township being aware of the value of education for Fire Fighters to further increase the efficiency and performance of the Fire Department as a whole encourages Fire Department employees to obtain additional education when not on duty.

SECTION 2

The Township will pay one half (1/2) of the cost of tuition for any Fire Fighter on the satisfactory completion of any accredited course which is related to fire fighting, or rescue work, or can reasonably be expected to improve the officer's departmental performance.

SECTION 3

Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of whether such assistance may have been received,

shall be deducted from the entire amount of the reimbursement the employee is eligible for under this section.

SECTION 4

Each Fire Fighter shall notify the fire chief or the fire chief's designee and receive authorization in advance to qualify under this article.

SECTION 5

The parties agree that no employee shall suffer a diminution in pay as a result of attendance for approved training or credit courses, in no case will an employee while attending school receive more than his/her regular pay as a result of such training programs.

ARTICLE XXXV

MISCELLANEOUS CONDITIONS

SECTION 1

The use of efficiency reports in the Fire Department shall be discontinued.

SECTION 2

The starting time for employees of the Fire Department shall be 8:00 a.m. year round.

SECTION 3

The Township agrees to make available to the Union a new list of hospitals, that the members may use when injured while they are on duty. This list shall be made part of this Agreement.

SECTION 4

The Township shall provide a copy of this Agreement to each member of the Redford Township Fire Fighters Union.

SECTION 5

The Fire Department command structure shall continue to include one Fire Chief and one person in the Inspector/Fire Marshall classification.

In addition, one Command Officer and one Engineer for each of the three units shall be assigned to each of the engines permanently in service with three of the required Command Officers holding the rank of Battalion Chief and the remaining Command Officers holding the rank of Lieutenant except if the Township chooses to close the middle station, it may in that circumstance, assign one of the officers herein referenced elsewhere. The Township, in its discretion, shall determine the number of fire fighters working in the department and assigned per day, subject to Article XV, Company strength.

Currently, the Fire Department has three (3) engines permanently in service. So long as the three vehicles remain permanently in service, the Township will meet its obligations under this Section by maintaining one Fire Chief, one Fire Marshall/Inspector, three Battalion Chiefs, six Lieutenants, and nine Engineers.

SECTION 6

The Township will fill any vacancies which it is required to fill according to Article XXXV, Section 5, in the command positions specified in this Article within two (2) weeks, if an eligibility list exists.

SECTION 7 - EMERGENCY MEDICAL TRAINING

- a. Except as herein provided, all members of the Fire Department shall maintain EMT/Paramedic Certification. All paramedics as of the signing date of this contract must maintain their paramedic licenses. All new hires following the signing date of this contract must be paramedics and must maintain a paramedic license. Members holding the rank of fire fighter who are not presently paramedic certified shall be permitted to obtain, and thereafter must maintain, paramedic certification and shall thereafter be paid paramedic certification bonuses as set forth in Section 10, below. The Township, at its discretion, may offer paramedic training to the ranks above fire fighter to meet operational needs.

- b. During the three (3) year licensure period, each class shall be offered every year for three (3) years. The Township shall supply sufficient training each year to recertify all EMTs/Paramedics. It will be the ultimate responsibility of employees to maintain their EMT/Paramedic licenses. Members whose licenses should expire will be allowed sixty (60) days to obtain the required class, or

classes. Employees shall be permitted to verify their training file with the Fire Department upon request. The Township shall attempt to offer these classes during the months of January, February, and March.

- c. If any EMT/Paramedic - Fire Fighters are required to change units to meet the functioning efficient levels for each unit, there shall be no overtime or other costs to the Township involved in the moves.

SECTION 8 - RESCUE UNITS

The Township will require the lowest eighteen (18) seniority pipemen to ride the rescue units on a rotation. The Township may require other pipemen by reverse seniority and who are working and who have EMT Certification to ride the rescue should any of the lowest eighteen (18) seniority pipemen not be on duty. Upon implementation of an ALS program, the Township will utilize all twenty-four (24) pipemen to ride the rescue units on a rotating basis until the hiring of four (4) paramedics, at which time the rotation will be reduced to the lowest twenty-one (21) seniority pipemen. The Township may require other pipemen by reverse seniority who are working and who have at least EMT Certification to ride the rescue should any of the lowest twenty-one (21) seniority pipemen not be on duty.

SECTION 9 - CENTRAL DISPATCH

Central Dispatch will be manned by "persons trained in dispatching for Fire and Police from one central location."

SECTION 10 - EMT/PARAMEDIC BONUSES

The following EMT/Paramedic bonuses shall be paid no later than the second pay of April, annually, based upon the employee's base wage:

- a. Employees with an EMT Basic or Specialist license shall receive a 2.0% annual bonus.
- b. Employees with a paramedic license shall receive a 3.0% annual bonus (which shall include and shall not be in addition to the 2.0% EMT Basic or Specialist license bonus) retroactive to the date the employee receives the paramedic license or 4-1-97, whichever is the later
- c. When the ALS program goes into effect, employees with a paramedic license shall receive an additional 2.0% bonus for a total of 5.0%.
- d. Effective 4-1-99 or when the ALS program goes into effect, whichever is the later, employees with a paramedic license shall receive an additional 1.0% bonus for a total of 6.0%.

NOTE:

The bonuses paid for EMT Basic or Specialist or paramedic licenses are compensation for obtaining and maintaining said licenses and shall not be used in the computation of any rank differentials.

Any member hired after April 1 of each year shall receive a pro-rata share of the EMT/PARAMEDIC bonuses for the portion of the remainder of that fiscal year they will be employed. Payment of this money will occur no later than sixty (60) days after their hire. Any member who leaves the department for reasons which include, but are not limited to, termination, quit, retirement, layoff, transfer, etc., after April 1 of each year will be obligated to reimburse the Township for the pro-rata portion of that fiscal year they do not work. This language shall serve as authorization for the Township to deduct these monies from the paycheck or payout of any employee who leaves the department.

SECTION 11 - EMT/PARAMEDIC PAY

Any member hired after April 1 of each year shall receive a pro-rata share of the EMT/Paramedic pay for the portion of the remainder of that fiscal year they will be employed. Payment of this money will occur no later than sixty (60) days after their hire. Any member who leaves the department for reasons which include, but are not limited to, termination, quit, retirement, layoff, transfer, etc., after April 1 of each year will be obligated to reimburse the Township for the pro-rata portion of that fiscal year they do not work. This language shall serve as authorization for the Township to deduct these monies from the paycheck or payout of any employee who leaves the department.

SECTION 12 - REORGANIZATION

The Township may implement its reorganization plan which provides for the closure of the middle station and the addition of a rescue unit.

SECTION 13 - MILEAGE EXPENSE

Each employee shall be reimbursed mileage expense for the use of private vehicles for Department business, training, and other related activities. The rate will be paid according to Township Board Resolution and will be calculated from station number two (2) round trip. The Township may provide transportation in lieu of reimbursement. Transportation between stations will not be included.

SECTION 14 - PAY PERIOD

The Union agrees to change from a weekly to a bi-weekly pay period if all other unions concur.

SECTION 15 - LAUNDRY

Members will wash and maintain laundry such as sheets, pillow cases and towels within the fire stations. The Township will provide each member with one set of sheets and will replace one time per year if needed. Other items will be replaced by the Township as needed.

ARTICLE XXXVI

PROMOTIONS

SECTION 1

All promotions shall be based upon the following promotional criteria:

1. All promotions within the bargaining unit shall be by seniority in rank among those candidates who have met established qualifications. No member may be

reduced in rank or denied promotion for failure to meet qualifications if it is through no fault of their own.

2. Qualifications for promotions in the Fire Department shall be as indicated in the following provisions. Courses of study required shall be provided at Township expense.

[1] Pipeman to Engineer

- A. Will have successfully completed Fire fighter Level II by the end of the one (1) year probationary period.
- B. Will have successfully completed a pump operators course by the end of three (3) years of service.
- C. Successful completion of a pump operators course is required for promotion to Engineer.

[2] Engineer to Lieutenant

- A. Successful completion of Fire Officer I is required by the end of two (2) years in grade and before promotion to Lieutenant.

[3] Lieutenant to Battalion Chief

- A. Successful completion of Fire Officer II is required by the end of two (2) years in grade and before promotion to

Battalion Chief. Per this agreement, the parties agree to retitle the rank of Captain to Battalion Chief.

[4] Battalion Chief to Fire Chief

A. Successful completion of Fire Officer III is required by the end of two (2) years in grade and before promotion to Fire Chief.

[5] Fire Inspector

A. Successful completion of State Fire Inspector Certification will be required by the end of two (2) years in grade or as soon thereafter as possible.

B. Successful completion of State Certified Arson Investigation School and maintenance of Inspector Certification will be required by the end of four (4) years in grade and before promotion to Senior Inspector.

C. Any member of the fire department with five (5) years seniority or more will be eligible to compete for the position of entry level fire inspector.

[6] **Senior Inspector**

- A. Shall maintain State Fire Inspector Certification and will attend all continuing education programs as directed by the Chief of Department and/or the training officer to qualify for promotion to Fire Marshall.
- B. At least four (4) years as inspector and ten (10) years of seniority will be necessary for an entry level fire inspector to become a senior fire inspector.

[7] **Fire Marshall**

- A. Shall maintain State Fire Inspector Certification and will attend all continuing education programs as directed by the Chief of the Department.
- B. At least five (5) years as a senior fire inspector and fifteen (15) years seniority will be necessary for a senior fire inspector to become a fire marshall. The Township shall not be required to have two (2) Fire Marshals. The second senior fire inspector will be promoted to Fire Marshal only when a vacancy is created.

- [8] All required training will be State of Michigan certified.

[9] Failure of fire inspection personnel to maintain State of Michigan certification may be cause for removal from the Fire Inspection Division.

3. The pay scale for Fire Prevention Bureau will reflect a 4% differential in equivalent base pay. Entry level fire inspectors shall earn 4% more than an Engineer after three years. Senior Fire Inspector shall be paid at a Fire Lieutenant's pay rate. Fire Marshall shall earn 4% more than the Senior Fire Inspector.
4. Personnel in the Fire Inspection Division shall be eligible to remain in that division but to attain the rank and pay they would have attained in the Fire Suppression Division based upon their department seniority had they not transferred into the Fire Inspection Division. Should a Fire Inspection employee wish to return to the Fire Suppression Division, he/she would return with department seniority to the Fire Suppression Division rank that he/she attained while in the Fire Inspection Division, provided that he/she has met the qualifications for that rank within the Fire Suppression Division and that an opening exists in that rank. When changing divisions, a member must meet the same six-month probationary period as applies to all other positions. Additionally, Fire Inspection personnel must make known in writing their intention to leave the Fire Inspection position prior to being considered or

transferred back to the Fire fighting Division. As with other fire fighters, it is necessary that Fire Inspection personnel be able to respond to the job from his/her home within the time constraints governing other fire fighters. Current Township policy allows a Fire Inspector to utilize a company car while performing the job and to take that car home if, in fact, the Fire Inspector and/or the Fire Marshall lives within the boundaries of Redford Township. If Fire Inspection personnel live outside of the Township then the car may not be taken home. The company car provision is a management policy and not governed by the Collective Bargaining Agreement and can be changed or modified at the discretion of management. If the Fire Inspector called in lives outside the Township, he/she will be treated as any other Fire Department member when called in and will be given no special consideration.

5. When a vacancy occurs in the position of Fire Chief, the Township shall fill the position in accordance with Public Act 78 from within the Redford Township Fire Department ranks with a qualifying exam and seniority.

SECTION 2 - EMS COORDINATOR

1. The position of EMS Coordinator shall be created. The initial filling of the Coordinator's position will be by seniority with a choice of the three (3) most senior personnel who apply. Following the initial filling of this position, it shall be filled by

- seniority. The EMS Coordinator shall be or become a certified EMT and obtain a paramedic's license. This position shall begin at the pay grade level of a Lieutenant.
2. Anytime after 10-1-96, the EMS Coordinator's position may be eliminated by the Township in the event that the transport program is discontinued by the Township. There will be no lay-off of fire department personnel as a result of the elimination of this position.
 3. The EMS Coordinator shall be eligible to remain in that position, but to attain the rank and pay that he/she would have attained in the Fire Suppression Division based upon his/her department seniority had he/she not transferred into that position. Should the EMS Coordinator wish to return to the Fire Suppression Division, he/she would return with department seniority, to the Fire Suppression Division rank that he/she attained while in the EMS Coordinator's position provided that he/she has met the qualifications for that rank within the Fire Suppression Division and that an opening exists in that rank. The EMS Coordinator must meet the same six-month probationary period as applies to all other positions. Additionally, the EMS Coordinator must make known in writing his/her intention to leave that position prior to being considered or transferred back to the Fire Suppression Division.

ARTICLE XXXVII

DURATION

SECTION 1

This Agreement shall be in effect the 1st day of April, 1997 and shall remain in force and effect to and including March 31, 2001. All increases in wages and other benefits provided in this agreement shall be paid retroactively to all employees employed on or after April 1, 1997.

SECTION 2

The parties agree that, commencing not later than February 1, 2001, they will undertake negotiations for a new agreement for a succeeding period.

SECTION 3

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.

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Redford Township Fire Fighters Union
Effective April 1, 1997 to March 31, 2001

IN WITNESS WHEREOF, the parties have hereto set their hands and seals.

Date Signed: _____

**REDFORD TOWNSHIP
FIRE FIGHTERS UNION**

REDFORD TOWNSHIP, A Municipal Entity

President

Supervisor
Redford Township, Michigan

Vice President

Clerk
Redford Township, Michigan

Treasurer