

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CHARTER TOWNSHIP OF CLINTON

-AND-

LOCAL 1381 OF THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

CLINTON TOWNSHIP FIRE FIGHTERS ASSOCIATION

(LOCAL 1381, I.A.F.F. AFL-CIO)

April 1, 2004 – March 21, 2009

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**FIREFIGHTER'S UNION CONTRACT 2004 – 2009**  
**PREAMBLE**

**THIS AGREEMENT** entered into this 13<sup>th</sup> day of June 2005,  
between the **CHAPTER TOWNSHIP of CLINTON**, and **LOCAL 1381 of the**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**, hereinafter referred  
to as the **UNION**.

**WITNESSETH:**

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

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

**ARTICLE I**

**GENERAL PROVISIONS**

**Section 1. Purpose**

The parties hereto enter into this agreement pursuant to the authority  
granted by Act 336, of the State of Michigan, 1947, as amended, and also as such  
Act is amended by Act 379 of the State of Michigan, 1965, as amended to

incorporate in this formal written collective bargaining agreement all the terms and conditions of employment for the Clinton Township Fire Department Employees covered hereby which have heretofore been negotiated between the parties hereto.

**Section 2. Definitions**

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

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

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

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

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

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

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

(f) **Kelly** shall mean the Ninety-Six (96) hour period each Employee has off.

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

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

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

(j) **Sworn Officer** shall mean any Employee that has been permanently promoted to the position of Battalion Chief, Captain, and Lieutenant.

(k) **Special Events** shall be defined as station tours, ceremonies, school programs, public appearances, Fire Prevention details, court appearances, public relation events, and other official department business functions, as determined by the Fire Administration.

### **Section 3. Recognition of Union**

The Township hereby recognizes the Union as the sole and exclusive

bargaining representative of all full-time Employees of the Clinton Township Fire Department.

**Section 4. Duration of Contract**

This Agreement shall be effective at 12:01 A.M. on April 1, 2004 with respect to hours, wages and working conditions subject to the provisions contained in Schedules "A" and "B" incorporated herein and shall expire at 11:59 P.M. on March 31, 2009. The parties hereto mutually agree to undertake negotiations for any change of wages or fringe benefits or for the new Agreement after the expiration of this contract commencing Ninety (90) days prior to the expiration of any of the terms herein mentioned and in the event that such negotiations extend beyond the expiration date of this Agreement all work performed shall be governed by this Agreement until a new collective bargaining agreement is entered into.

**Section 5. Union Business**

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

The duly elected officers of the Union shall be allowed to attend local Union meetings while they are on duty, provided the officers are replaced from another station without a loss of manpower, at no cost to the Township, but such leave shall not exceed a period of Four (4) hours. During contract negotiation, the Four (4) hour limitation provisions shall not apply for meetings called by the Township or meetings agreed to by the Township for the purpose of negotiating this contract.

Duly-elected officers of the Union who are scheduled for duty and are in attendance at official Union related business meetings (i.e., any / all steps of the Grievance procedure, contract arbitration hearings, and Township / Union Safety Committee meetings) shall be allowed Sixty (60) minutes return time per meeting (s) held within the Township borders, and One-Hundred Twenty (120) minutes return time per meeting (s) held outside of the Township borders to return to work. This time shall begin at the time the meeting / hearing ends.

(b) Union Sponsored Activities

1. Two (2) duly elected delegates / alternates shall be allowed time off per day without loss of pay to attend the Michigan and International Fire Fighters Convention, however, this time shall be allowed as reasonably required, but in no event shall it exceed seven (7) duly elected or appointed Union
2. Two (2) duly elected or appointed Union representatives shall be allowed time off per day. without loss of pay, to attend Union sponsored schools and work seminars, not to exceed in any one

(1) calendar year Seven (7) calendar days with approval of the Chief. Such approval shall not be unreasonably withheld. Such days shall not be deducted from vacation or sick days.

3. Two (2) duly elected or appointed Union representatives shall be allowed time off per day, without loss of pay, to attend the Michigan Professional Fire Fighters Union quarterly Sixth (6<sup>th</sup>) District meetings. This time to be granted as reasonable required, up to Six (6) hours per representative, per meeting.

(c) Union Meetings:

The Union may conduct Union meetings on Fire Department premises, provided that all such meetings shall commence not earlier than 1900 hours, and shall be limited to not more than Two (2) meetings per week and a maximum of Four (4) meetings per month. Each meeting shall be scheduled and conducted in a manner so as not to disrupt or otherwise interfere with the duties of the Employee and the operation of the Department. Extra meeting shall be allowed with the approval of the Fire Chief.

(d) Bulletin Boards

The Township shall provide One (1) bulletin board at each Fire Station for the exclusive use of the Union in posting notices which shall not include any written material of a political nature. Any / all mattes posted shall be signed by an officer of the Union and in the absence of such

signature may be removed by the Township. Such bulletin boards shall be identified with the name of the Union and the Union may designate such of its members as it may desire to be responsible for the maintenance and posting of materials thereon. Said bulletin board shall be afforded space in the day room of each station.

**Section 6. Union Security or Agency Shop**

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

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

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

**Section 7. Exclusive Collective Bargaining Agreement**

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

Employees of the Fire Department of the Township shall continue to perform, and no other persons other than Employees of the Fire Department of the Township shall perform, work normally and customarily performed by Employees of the Fire Department of the Township.

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

**Section 8. Dues and Fair Share Payments Payroll Deduction**

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

**Section 9. Leaves of Absences**

(a) Educational Leaves: Leaves of absence shall be granted an Employee to attend a recognized college, university or trade school full time, provided the



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

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

(c) Military Leave: Military leave will be granted any Employee upon entering the Armed Forces of the United States for One (1) enlistment not to exceed Four (4) years or by virtue of being drafted.

Upon release from active duty, said Employee shall be rehired upon the following terms:

1. Said Employee must have been separated from active service by means of an Honorable Discharge and shall not have been in said service for a

period exceeding the Four (4) years above mentioned whether drafted or otherwise.

2. Said Employee must request a rehire within Sixty (60) days from the date of discharge and the rehiring shall be effective within Sixty (60) days of application if Employee meets all requirements of this paragraph.
3. Prior to rehire, the said Employee must successfully pass the required physical examination.

Where any aforementioned Employee has upon release from active duty been assigned to military reserve necessitating participation in said Reserves, or by virtue of any National Guard status, then said Employee will be given the required time off to attend annual active duty training, monthly meetings and emergency activation if needed. Such Employees shall receive their salary provided they make up the number of work days missed while at camp; or taking the training required, provided however that at the election of the Employee if desired, they may return to the Township the taxable money received from the military duty and shall then receive full pay for the number of shifts missed from the Township without having to make up said days provided the training does not exceed Ten (10) duty days per calendar year. Said limitation shall apply to all Employees, existing or new, who request their regular pay reimbursement. Provided further, that no Employee presently in the employ of the Township who is governed by this Agreement shall unilaterally enter into the Armed Forces of the United States or the National Guard service after the effective date of this Agreement and any such

action by an Employee unilaterally shall not entitle them to the benefits above described. In order for an Employee to receive their regular pay from the Township for time spent in training, the Employee must:

1. Provide a copy of the Employee's military orders to the Fire Chief, prior to leave when possible.
2. For training days that an Employee wishes to receive full pay from the Township, the Employee shall reimburse the Township a pro-rata portion of the Employee's full taxable military pay for time spent in training, within Thirty (30) days after the Employee receives his / her taxable military pay. (i.e., if an Employee is paid on military leave for Seven (7) days and misses Two (2) days of that taxable income to the Township to be reimbursed Two (2) full days pay from the Township within Thirty (30) days of receiving their military taxable pay).

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

(e) Funeral Leave for Line Employee: When death occurs in the Employee's and/or spouse of Employee's immediate family (i.e., spouse, parent, step-parent, grandparent, parent or step-parent of spouse, child, step-child, brother or sister) that Employee shall be excused for not more than two (2) normally scheduled working days immediately following the date of death (when

circumstances allow) provided they attend the funeral. One (1) scheduled working day shall be allowed an Employee for the purpose of attending the funeral of any other relative not mentioned above. An additional Two (2) work days shall be afforded to the Employee in case death occurs out of the State. These days shall be allowed without loss of pay and are not to be deducted from sick or vacation leave time.

(f) Funeral Leave for Staff Employee: When death occurs in the Employee's and / or spouse of Employee's immediate family (i.e., spouse, parent, grandparent, parent of spouse, child, brother or sister) that Employee shall be excused, when required, for not more than three (3) normally scheduled working days and One (1) scheduled working day shall be allowed an Employee for the purpose of attending the funeral of any other relative not mentioned above.

#### **Section 10. Personal Business Days**

(a) Effective April 1, 2000, each full-time Suppression Employee shall be entitled to Two (2) personal business days Forty-Eight (48) hours and all Staff Employees shall be entitled to Three (3) personal business days / Twenty-Four (24) hours per year, which shall not be deducted from sick leave, and the parties agree the interpretation for establishing the year will be based on the anniversary of appointment date in each case. Each Employee shall be entitled to take said personal business time off in increments of a minimum of Four (4) hours. Once an

Employee requests personal business time, and said time is approved, it shall not be denied for any reason.

(b) Distribution of Personal time shall be in accordance with the Personal Business time policy, as established by the membership of Local 1381.

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

(d) Personal business Days not used during the year may be converted over to vacation days and carried forward to the following year, or be converted to cash at the rate of Seventy-Five percent (75%) of the value of the days being converted. Request to convert personal business days to vacation days or cash shall be made within Two (2) weeks prior to Employee's anniversary date.

(e) Employees that attend contractually required Fire Officer I, II, or III, department sponsored EMT / Paramedic Training or Clinton Township Fire Department Oral Boards shall be considered as manpower for the sole purpose of granting Personal Business Days.

### **Section 11. Long Distance Telephone Calls**

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

safety and welfare of their family. Long distance calls which cost less than One Dollar (\$1.00) will not be billed. Employee's must pay phone bills within Thirty (30) days of the quarterly billing date. Unpaid bills will be deducted from the Employee's paycheck.

**Section 12. Management Rights**

(a) The Township, on its own behalf and on behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and / or the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township and the adoption of such rules, regulations and policies by the Township and the adoption of such rules, regulations and policies as the Township may deem necessary shall be limited only by this Agreement, subject only to the condition that, except as modified in the collective bargaining agreement, all conditions of employment, as they existed on the date this Agreement was signed, shall remain in full force and effect and no recognized practice or arbitral award defining rights and benefits shall be constructed to be modified, except as specifically modified by the terms and conditions of a written agreement between the parties.

(b) Whenever possible, prior to the issuance, implementation, or revision of any department S.O.P., Directive, S.O.G., or memorandum, the Union President or his designee will be afforded an opportunity to review the material for any

possible conflict with current contract language, grievance settlements, or past practices.

**Section 13. Advance Paychecks**

Effective upon the ratification of this Agreement, the parties understand that the Township will cease the practice of issuing advance paychecks.

**ARTICLE II**

**WORKING CONDITIONS AND SCHEDULE**

**Section 1. Maintenance of Equipment, Building and Grounds**

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

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

(c) Grounds: Approaches will be kept clean and free of interference as much as possible. Snow shall be removed from the front of truck doors, sidewalks and parking area by mechanical means.

(d) Hydrant Inspection: Fire Department personnel shall be allowed to test and inspect fire hydrants located within the Township.

## **Section 2. Shift Hours and Maximum Work Week**

The work day shall begin at 0800 hours and continue for Twenty-Four (24) hours to 0800 of the following day. The work shift shall be scheduled on a Three (3) platoon system to provide the following arrangement for each Employee:

Work Twenty-Four (24) Hours

Off Twenty-Four (24) Hours



Work Twenty –Four (24) Hours

Off Twenty-Four (24) Hours

Work Twenty-Four (24) Hours

Off Ninety-Six (96) Hours

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

For Staff Employees in the training Division, hours of work will be forty (40) hours per week, Eight (8) hours per day with One (1) hour off for lunch. Scheduling of daily hours will be consistent with those presently worked by the Chief and Deputy Chief of Department, or as otherwise mutually agreed by the Staff Employees in the Training Division and the Administration.

For Staff Employees in the Fire Prevention Bureau, hours of work will be Forty (40) hours per week, Ten (10) hours per day with One (1) hour off for lunch. Hours will be from 0700 hours to 1700 hours with One (1) hour off for lunch, or as otherwise mutually agreed by the Staff Employees in the Fire Prevention Bureau and the Administration. When holidays fall during the week, all the members of

the Fire Prevention Bureau will revert back to an Eight (8) hour day schedule to avoid any conflict with scheduling or time off. The scheduling of the ten hour day shifts will be the responsibility of the Fire Chief and /or his designee.

**Section 3. Safety-Minimum Manning Standards**

Minimum manpower shall be maintained as follows:

Minimum safety staffing for Twenty-Four (24) hour personnel per shift shall not be less than Twenty-Three (23) fire fighters in fire suppression, with a minimum of Five (5) sworn officers. Absences of sworn officers above the minimum of Five (5) may be filled through upgrade of the senior fire fighters.

If Five (5) sworn officers cannot be achieved with hiring overtime, excluding vacation / time trade personnel, and there are at least Twenty-Three (23) fire suppression personnel on duty, a senior fire fighter shall be upgraded.

A minimum of Three (3) fire fighters shall be assigned per rig.

Three (3) per Engine Company  
Three (3) per Truck Company  
Three (3) per Rescue Company  
One (1) Shift Commander per shift  
One (1) Dispatcher per shift

A minimum of One (1) Paramedic shall be assigned per ALS apparatus and he / she shall be included in the Three (3) fire fighters per company minimum described above.

There shall be three (3) Captains assigned to Headquarters / One (1) per Platoon, and One (1) Captain to each outlying station.

With respect to personal business time, if there are only Five (5) sworn officers on duty, One (1) officer will be allowed to take personal business time with the upgrade of a senior fire fighter.

### **Section 3. Employee Time Trading**

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

The Fire Department Administration will not keep records of time trades of less than Twenty-Four (24) hours. Time trades of less than Twenty-Four (24) hours will be logged in the station officer's and shift commander's log books.

Time trades will be valid only with full-duty or light-duty Employee on the scheduled date of the trade. An Employee who is involved in a time trade and who is aware of the fact that they will not be able to fulfill their portion of the trade will be responsible for finding another full-duty or light-duty Employee to work the shift in question.

However, if within Seven (7) calendar days of the scheduled time trade, an Employee suffers an illness or injury arising out of or connected to their employment with the Township and is not able to fulfill their portion of the trade, said Employee shall not be responsible for finding a replacement.

The grievance arbitration award of Maurice Kelman dated September 23, 2003 is incorporated herein by reference.

**Section 5. Relief**

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

**Section 6. Platoon Change(s)**

(a) Required Platoon Change

If the Township requires an Employee to change their shift, they shall do so without loss to any affected Employee (i.e., vacation accruals – if an Employee was scheduled off-duty for an established period of vacation, which includes the calendar days before and after scheduled vacation day(s), said Employee will be allowed at least these same calendar days off on the new shift, without any additional vacation days charged against their accruals).

(b) Voluntary Platoon Change

Voluntary changing of platoons will be allowed each year based on the following

criteria:

1. Platoon change requests shall be submitted to the Operations Chief before December 15<sup>th</sup>;
2. The person who Employee is changing with must be in agreement;
3. The person must be of the same rank;
4. The person who Employee is changing with must be within the same assigned Group as per Article III, Section 7, paragraph e;
5. There will be no cost to the Township;
6. All changes shall be reviewed and approved by the Operations Chief;
7. Seniority for the purpose of selecting vacations shall be amended so that no other Employee suffers a loss of position in their vacation selection position, except for the senior person that is requesting the transfer. That Employee shall assume the position (for vacation picks only) below the person that he/she is trading with. The junior Employee that is requesting the transfer does not pass up and assume the senior Employee's pick that they traded with.

**Section 7. Laundry and Linen Provisions**

The Township will provide, effective as soon as possible, to:

Suppression Employees:

Two (2) sets of bed linens, including:

Two (2) pillow cases

Two (2) fitted sheets

Two (2) flat sheets

(All bed linens will be blue in color)

Six (6) bath towels

Two (2) blankets (replaced as necessary)

Staff Employees:

Ten (10) bath towels

It is further agreed that the Township will provide a new set of the above laundry inventory once every Two (2) years for all Employees. The laundry will be issued on April 1<sup>st</sup>.

The Township will continue to provide other required laundry service and supplies as needed for Fire Department operation, including but not limited to; dish towels, floor mats, truck towels, rags, and mattress pads.

**Section 8. Recreational Equipment Budget**

(a) Each year on April 1<sup>st</sup>, the Township shall allocate Three-Hundred Dollars (\$300.00) per station per contract year for recreational equipment, supplies and repairs to same (excluding exercise equipment) for the fire department and such equipment, supplies. and repairs to same (excluding exercise equipment) shall be purchased and arranged by the Union with check issued by the Township

and the Union shall give copies of related invoices or receipts of such purchases or repairs to the accounting department in the month of March of every year.

Monies not spent shall be carried over by the Township.

(b) Employee shall be allowed time, after all scheduled work is completed, to care for their personal vehicles. such care should be done outside of any Township Building and should not interfere with Employee fire fighting duties. Provided, however, that Employees shall not use Employer's materials and any injuries sustained while working on a personal vehicle shall be considered the responsibility of the individual Employee.

#### **Section 9. Physical Fitness Program**

(a) It is understood that participation in the physical fitness program is mandatory for all fire suppression personnel, who have had proper medical evaluation and clearance for participation in the program, from the agency providing same as mutually agreed upon by the Township and the Union.

(b) The medical facility providing service for the program will conduct the necessary physicals and personal evaluations at intervals based on their recommendations. All results of these physicals, or information pertinent to the health status of the Employee, shall be held in confidence between the medical facility and the Employee.

(c) The township shall provide, maintain, and replace as necessary,

exercise equipment at each of the fire stations. Replacement and new purchases of exercise equipment shall be made on the recommendation of the Safety Committee as referenced to in Article IX, Section 1, subsection (d).

(d) Specific times for the program will be daily, from 1000 through 1130 hours, with adequate time following for clean up and personal grooming.

(e) The physical fitness program has precedence over all other details or duties during the prescribed time, with the exception of emergency responses, or duties directly related to the serviceability of emergency equipment. Should an Employee be precluded from participation in the program during the prescribed time due to one of the aforementioned reasons, or other circumstances beyond the control of the Employee, the Employee shall be afforded the opportunity to participate in the program at another time during the Employee's shift, which is mutually agreeable between the Employee and their respective company officer.

(f) In special circumstances where fire service or relate training must displace the prescribed physical fitness program hours as determined above, it is understood that every effort will be made to afford the Employee the opportunity to participate in the physical fitness program during the hours normally set aside for departmental training.

(g) The Township shall allocate the Union Five-Thousand Dollars (\$5,000.00) per contract year for the sole purpose of purchasing / upgrading the



exercise equipment at the fire stations. The Union shall turn in purchase requests to the Fire Administration for processing.

**Section 10. Driver's Licenses**

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

**Section 11. Stretcher Lifting**

The Employees shall not be required to lift the stretchers of the Private Ambulance Company providing transporting services to the Township, except when it will have a direct impact on the immediate care, health and safety of the patient.

**ARTICLE III**

**EMPLOYEE COMPENSATION**

**Section 1. Salary**

(a) Each Employee shall receive a salary during the term of this

Agreement in accordance with Salary Schedules "A" / "B", incorporated herein by reference.

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

(c) Employees shall be notified in writing Two (2) weeks prior to the issuance of any payroll check from which disciplinary fine are deducted.

## **Section 2. Overtime and Callback**

(a) Effective with the signing of this Collective Bargaining Agreement, off-duty Employees who are called to respond to an emergency situation shall be paid at the rate of time and One-half (1-1/2) for a minimum of Three (3) hours. In the event an Employee is required to work beyond Three (3) hours on one call, the rate of time and One-half (1-1/2) shall prevail for the remaining hours or any part thereof worked. On-duty Employees who are required to work beyond 0800 hours to fill out reports shall be paid at the rate of time and one-half of the Employee's regular wage rate. Said on-duty Employees shall complete a report for any such time immediately thereafter.

(b) The call shall start from the time the Employee is contacted and

responds affirmatively until the equipment is back in service, upon discretion of the officer in charge, provided, however, that with relief the Employee can be sent home and the call terminated.

(c) Time and One-half (1-1/2) shall be paid for every hour worked in excess of the regular work schedule set forth in Article II of this Agreement.

(d) When calling in additional Employees for Emergency Callback, the Township shall create and maintain an Emergency Callback list using the center of the Township (Harrison and Groesbeck), to determine the distance, by Internet map programs (i.e., Yahoo Maps, Mapquest, etc.), that each Employee lives from the center of the Township and the order in which they shall be called in by the person on "watch".

It is further understood that the Township shall also create and maintain a second (2<sup>nd</sup>) list, that shall be used when the need arises for an extra dispatcher(s) to be hired for Emergency Callback position(s) in the "watch room." This distance, as determine which Employees live closest to Fire Headquarters and the order that they shall be called for this position.

It shall be the responsibility of each Employee to notify the Fire Department Administration and the Union Executive Board when the Employee has an address change so that the Union Executive Board can determine the distance

from the two locations as described in the above paragraphs. The new address shall also be forwarded to the Fire Department Administration to maintain the Emergency Callback and the Watchroom Emergency Callback lists.

(e) Overtime shall be scheduled by the Shift Commander at Headquarters' station. Overtime shall be scheduled in accordance with the overtime policy as established by the membership of Local 1381.

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

An Employee on vacation / time trade, regardless of their rank, will only be called in to work overtime to fulfill the shift minimum manning provision of Twenty (23) personnel after all other Employees have been contacted. If the need should arise to call personnel on vacation / time trade, then they shall be called in accordance to the need for their rank.

All Employees in the Fire Prevention Division shall be in a rotating schedule of being on call for the purpose of fire investigation. The rotation shall be a weekly basis (00:00 hours on Monday to 24:00 hours on Sunday). Compensation will be provided to the assigned Employee in the form of Six (6) hours straight time per week. This is predicated on the Employee's availability throughout the assigned week, (i.e., if the Employee is available for Six (6) days then the

Employee is unavailable the Seventh (7<sup>th</sup>) day, the Employee forfeits the Six (6) hours regardless of the hours completed in the "on-call" status that week.) Those weeks where a holiday falls, Employees shall be entitled to Five (5) additional hours per recognized holiday. Call-in less than One-half (1/2) hour before the start of their shift shall be considered scheduled overtime, otherwise there shall be a Three (3) hour overtime minimum for responding to fire investigation.

(f) Pay for Court Time

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

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

(g) Staff Employee Compensatory Time

(1) Compensatory time shall be accumulated as follows:

- a. Compensatory time shall be accumulated at the rate of One and One-half (1-1/2) hours for each hour of overtime worked.

- b. No more than Eighty (80) hours of compensatory time will be allowed on the books at any given time.
- c. No more than a total of One-Hundred Twenty (120) hours are to be taken in any contract year.
- d. The Eighty (80) and One-Hundred Twenty (120) hours respectively are for each individual.

(2) Compensatory time shall be used as follows:

- a. Compensatory time is to be used only when manpower permits, only at the Employee's discretion, with the approval of the Chief, and / or his designee.
- b. No more than Two (2) days or an accumulation of Sixteen (16) hours are to be taken in any given calendar month.
- c. Compensatory time may be used by itself or in conjunction with vacation or leave days.

(3) Payment for compensatory time

Upon separation from service, members shall be paid for all their accrued compensatory time. In the event the separation is due to the member's death, the payment for accrued compensatory time shall be paid to the member's estate, legal representative, or to their immediate family as provided by law.

(h) Fire Department Functions

All Employees agree to work and are then scheduled for a fire department function on an off-duty day shall receive overtime compensation at their respective rate to pay, with the exception of Staff Employees, who may request compensatory time as per Article III, Section 2, subsection (g), in lieu of overtime compensation. The scheduling of personnel is not subject to the Union's Overtime policy.

(i) Clinic / Therapy Visits

All Employees that are required to attend the Township assigned clinic for an initial visit, re-visit, or for therapy sessions after scheduled work day, shall receive a minimum of Two (2) hours overtime compensation at their respective rate of pay, plus mileage.

**Section 3. Longevity Pay**

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

Two percent (2%) of gross base pay beginning the Sixth (6<sup>th</sup>) year of service.

Four percent (4%) of gross base pay beginning the Eleventh (11<sup>th</sup>) year of service.

Six percent (6%) of gross base pay beginning the Sixteenth (16<sup>th</sup>) year of service.

Eight percent (8%) of gross base pay beginning the Twenty-First (21<sup>st</sup>) year of service.

Ten percent (10%) of gross base pay beginning the Twenty-Sixth (26<sup>th</sup>) year of service.

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

It is hereby agreed between the parties hereto that if the longevity provisions are improved for any other bargaining unit within the Township, the parties agree to change this Section of the Contract in accordance with the improvements made to other bargaining units, provided it is an increase in benefits, rather than a decrease.

**Section 4. Holiday Pay and Birthday Leave**

(a) All line Employees shall be compensated for the following holidays at One-half (1/2) their base pay for a Twenty-Four (24) hour day. Said holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veterans Day, Christmas Day, Christmas Eve Day, and New Year's Eve Day. Good Friday shall be paid in June, and Christmas Eve Day and New Year's Day shall be paid in November of each year. The Employees shall



receive holiday pay on the last pay day in November for the holidays earned up to that time, except Washington's and Lincoln's Birthdays and Good Friday shall be paid on the first (1<sup>st</sup>) pay day in June.

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

(b) Each Employee shall receive One (1) day off with pay for their birthday. The Employee shall be allowed to choose what day to take off for the birthday provided it does not interfere with a previously scheduled vacation. Birthday and / or vacation days will have equal status and scheduling will be done on a first (1<sup>st</sup>) request basis.

(c) All Staff Employees shall receive a day off with pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Veterans Day, Christmas Eve Day, Christmas Day, President's Day, Good Friday, Columbus Day, and New Years Eve Day provided that the Staff Employee works his / her scheduled day before and after a holiday unless the day is excused by the Department Head or his /her designee. If required to work or called in on a covered Holiday, then that Employee shall receive double pay for a minimum of Two (2) hours. Time and

One-half (1-1/2) shall be paid for every hour worked in excess of the regular work schedule set forth in Article II of this Agreement.

**Section 5. Food Allowance**

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

Effective April 1, 2004, food allowance will be paid at the rate of Ten Dollars Thirty-One cents (\$10.31) per shift, and annually thereafter, the food allowance per shift will be determined by multiplying the percentage of increase or decrease from September 1<sup>st</sup> through August 31<sup>st</sup> of each year of the Consumer Price Index (for food only) using the all urban consumers Detroit area schedule (148.8 August 1996) to the previous year's food reimbursement.

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

**Section 6. School Tuition**

Any Employee who, on their day off, attends a college, university, trade

school, technical school, conference or seminar in a curriculum related to the fire services, as determined by a panel of Three (3) members, including the Fire Chief, Human Resource Director, and the Union President, shall be reimbursed by the Township in the amount of the tuition and books paid as is the current practice, except that the Township shall only reimburse tuition up to an amount equal to the cost for Twenty (20) credit hours per year based upon the per credit hour cost at Macomb Community College. Upon completion of a course with a passing grade, approval of such reimbursement shall be granted by the Chief.

**Section 7. Pay for Assuming Higher Rank**

(a) An Officer shall be in charge of each company at all times. Anytime in the course of employment that an Employee is required to assume the duties and responsibilities of a higher rank for a period exceeding One (1) hour, the Employee shall be compensated at the base pay of the rank assumed, for all hours worked in that capacity.

(b) Whenever possible, an Employee being upgraded must meet the minimum criteria established for the position to which the Employee is being upgraded, based on Article XVII of the Collective Bargaining Agreement. This is not meant to imply that if an adequate number of officers are on duty, (based on Article II, Section 3, of this Collective Bargaining Agreement), additional Officers must be hired to achieve the above principal.

(c) It is understood that Lieutenants will not be upgraded to the rank of Captain unless specifically required to assume the duties and responsibilities of that position.

(d) Battalion Chiefs shall always be the Battalion Commander when working with their respective platoon. In the event of a Battalion Chief's absence, the Battalion Commander position shall be filled according the Article XVII, Section 2, paragraph (c). If no Employee meets these requirements, the senior ranking officer on duty shall assume the responsibilities of the Battalion Commander.

(e) If an officer is not available with regards to the last paragraph of this section, the senior Employee must assume the responsibilities of the Company Officer, and shall be compensated at a Lieutenant's prevailing rate of base pay.

(f) The Administration shall tentatively re-alien all Suppression Employees according to Groups on December 1<sup>st</sup>, with the affected suppression personnel being transferred by March 1<sup>st</sup>. Fire Suppression Personnel shall be categorized into Five (5) Groups:

Group 1: shall consist of Three (3) Battalion Chiefs.

Group 2: shall consist of the Twenty-One (21) Company Officers.

Group 3: shall consist of the top Twenty-One (21) fire fighters according to department seniority. Each of these fire fighters shall be the senior fire fighter assigned to their company.

Group 4. shall consist of the next Twenty-One (21) fire fighters according to department seniority. Each fire fighter in this group shall be the second and third most senior fire fighter assigned to their company.

Group 5. shall consist of the remaining fire fighters and these fire fighters shall be considered detailed fire fighters.

Members of each group shall be balanced across the Three (3) platoons.

This will insure that the most senior Employees are distributed evenly and aligned fairly for receiving compensation for assuming a higher rank (i.e., Acting Lieutenant / Battalion Chief). The senior fire fighter assigned to the company, whether actually scheduled, on overtime, or involved with a time trade, and who meets the criteria under Article XVII, shall assume the acting rank on that company. If no fire fighters assigned to a company meet the above criteria, the senior fire fighter on duty shall assume the responsibilities of the company officer.

#### **Section 8. Repair or Replacing of Personal Property**

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

replace under this paragraph refers to; articles of personal property carried on the person of the Employee during the course of employment.

**Section 9. Educational Incentive**

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

An Employee presenting proof of having completed a Fire Science certificate, which is equal to approximately Thirty (30) credit hours, shall be paid a One (1) time bonus of Five-Hundred Dollars (\$500.00).

An Employee presenting proof of having completed a Fire Science Associates degree, which is approximately Sixty (60) credit hours, shall be paid a One (1) time bonus of One-Thousand Dollars (\$1,000.00).

An Employee presenting proof of having completed a Bachelor of Science degree in Fire Science or an associated field, shall receive an annual payment of Six-Hundred Dollars (\$600.00), for a period of Five (5) consecutive years, providing the Employer retains employment with the Township.

It is agreed that any Employee receiving an education allowance would have to give back the allowance if they leave the employ of the Township within Twelve (12) months of receiving the same unless they were retiring. Naturally, if

an Employee is retiring and if his educational incentive is still active it will be null and void at the time of retirement.

**Section 10. Personnel Records**

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

**Section 11. Mileage Payments**

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

**Section 12. Shift Premium**

Each Line Employee shall receive a shift premium which shall be equal to One percent (1%) of their base wage for all hours worked paid bi-weekly. This payment shall be included in the computation of average final compensation.

**ARTICLE IV**

**VACATION**

**Section 1. Amount of Vacation**

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

Each Staff Employee shall be entitled to Fourteen (14) days annual vacation to accumulate at One and One-sixth (1/16<sup>th</sup>) paid working day vacation for each month of completed service from the date of appointment, through the Fifth (5<sup>th</sup>) year of employment as measured from the original date of hire, and beginning the Sixth (6<sup>th</sup>) year of employment, shall be entitled to Twenty-One (21) days annual vacation at One and Three-quarters (1-3/4) of a paid working day per month through the Twelfth (12<sup>th</sup>) year of service. Any staff Employee who has completed Twelve (12) years of service shall be entitled to Twenty-Six (26) days annual vacation at Two and One-Sixth (2-1/6<sup>th</sup>) paid working days per month of



Such vacation time may accumulate to a maximum of Twenty-One (21) vacation days for Line Employees and Forty-Two (42) days for Staff Employees in any calendar year and any accrued vacation time in excess of the amount shall be forfeited, except in case of an Employee who, through no fault of their own, has to work because of an emergency, (i.e., civil disorder, great conflagration, flood, epidemic of pestilence or disease).

Not more than Twelve (12) consecutive vacation days may be taken at one time. In case of an Employee, who through no fault of their own loses vacation because of an emergency, shall be allowed to take vacation immediately following such emergency, even though another Employee is scheduled for that time. They shall both be allowed to take a vacation at that time, provided such Employees shall be allowed to receive full-time pay in lieu of such vacation if so elected.

**Section 2. Scheduling of Vacations**

(a) The annual selection process shall be from January 1<sup>st</sup> through February 28<sup>th</sup> on each platoon, in accordance with this policy. The vacation calendar shall start on March 1<sup>st</sup> and run through February 28<sup>th</sup>. Not more than Five percent (5%) rounded up to a point Five (.5) or above and rounded down if below point five (.5) to the nearest whole number) of line Employees shall be on vacation at any one time. The Township agrees that Five (5) personnel shall be granted vacation per day in the Suppression Division when the total number of

personnel in Suppression reaches Eighty-seven (87). Once this is achieved the number of Employees on vacation will not drop to Three (3) until the number of Employees in the Suppression Division drops to the number of Sixty-nine (69) Employees. Article IV, Section 2, subsection (a) shall remain in effect and the Union will not be entitled to a Sixth (6<sup>th</sup>) member on vacation until the time of there being One-Hundred and Ten (110) personnel in the suppression Division.

Effective March 1, 2006 there shall be no more than Three (3) sworn officers on vacation at one time. If an Employee selects a Vacation Day / Birthday at anytime and the Employee is promoted, said Employee shall not be counted as one of the three (3) original Officers on Vacation for that day. (This will not affect Article II, Section 6, subsection (a), Required Platoon Change)

(b) An Employee may select as many days as he / she will accrue, as long as their vacation bank has not been depleted before their selected vacation arrives. If an Employee selects a single vacation day during the annual selection process, the day is subject to being denied, unless the day could not be protected by taking Two (2) consecutive days. If a vacation day is available, an Employee's Birthday (Article III, Section 4, paragraph b) may be scheduled as a single vacation day without subject to being denied.

(c) Vacation choices shall be listed on the Shift Vacation Pick Calendar and a Vacation Slip (form #9) shall be submitted to the Fire Chief or his designee

for approval pursuant to Article V, Section 2. The Fire Chief or his designee shall update the Master Vacation Pick Calendar upon approval of the submitted days.

(d) Each Employee shall have Two (2) calendar days / Forty-Eight (48) hours to make their selection and submit form #9 starting with the most senior Employee of each platoon at 0900 hours on January 1<sup>st</sup>. For illustration, the second most senior Employee shall have from 0900 hours on January 3<sup>rd</sup> until 0900 hours on January 5<sup>th</sup> to make their selection and to submit form #9. The calendar shall be passed in this manner on all Three (3) shifts. If the calendar is passed ahead of schedule, each Employee has until the end of their pre-assigned time period in which to make their picks and submit their form #9, even if it exceeds a Forty-Eight (48) hour time period.

The person with the calendar shall be responsible to either pass the calendar to the next senior Employee on their respective shift, to the Fire Chief, or to his designee. The Employee, Fire Chief, or his designee receiving the calendar shall sign their name next to the person they are receiving the calendar from. This shall signify a successful pass of the calendar. In addition, the Fire Chief or his designee shall initial vacation form #9 when it is submitted, with a copy of the same given to the Employee to verify the proper, timely, and successful submission of the form. Vacation picks shall only be accepted by telephone with prior authorization from the Fire Chief or his designee. The Employee shall then be responsible for

submitting form #9 at an acceptable time established by the Fire Chief or his designee.

If an Employee fails to successfully pass the vacation calendar or submit their vacation form #9 within their allotted time, he / she shall forfeit their vacation pick rights. The next senior Employee on the platoon shall then receive a copy of the Master Vacation Pick Calendar, plus a new acceptance signature sheet from the Fire Chief or his designee.

One scheduled, a vacation shall not be altered until all Employees have had an opportunity to make their vacation selections. If an Employee submits their vacation form #9 and passes the calendar, and later a discrepancy is found between the two, then form #9 shall be the binding document. If an error was made during the selection process, the calendar will be re-circulated after the selection period, following the Union's vacation pick cancellation policy from the point below where the error took place, only for the day (s) affected. Thereafter, vacations may be altered, provided it does not interfere with a previously scheduled and posted vacation of another Employee. Once a vacation is scheduled, it may not be cancelled unless it is cancelled Six (6) days prior to the start of the vacation. If more than Five percent (5%) rounded up at point five (.5) or above and rounded down if below point five (.5) to the nearest whole number) of line Employees have

scheduled the same vacation date and a conflict exists, it shall be resolved pursuant to Article V, Section 2.

(e) The vacation calendar shall be posted by the First (1<sup>st</sup>) day of March, showing Employee vacation status at that time. A copy of the same shall be posted (by the Fire Chief or his designee) at the Headquarters station, and on the Fire Department computer system.

(f) Vacation days requested after March 1<sup>st</sup> will be done on a first come, first serve basis. An Employee may select any day available, without penalty. The day shall be submitted on form #9 prior to Five (5) calendar days of the requested vacation. The selection is then subject to being approved by the Fire Chief or his / her designee.

(g) An Employee shall not be allowed to schedule and receive vacation time on Christmas Eve or Christmas Day more than once every Two (2) consecutive years. An Employee shall not be allowed to schedule and receive vacation time on New Year's Eve or New Year's Day more than once every Two (2) consecutive years.

(h) If at the start of an Employee's respective shift, sufficient manpower exists for the proceeding Twenty-Four (24) hours, a vacation day may be granted upon Employee's request for that shift.

It is also understood that, relative to the above paragraph, if a conflict arises as a result of a personal business time request, and a vacation day request for the same date, the personal business time request would take precedence.

(i) Vacations for Staff Employees may be taken at any time throughout the calendar year, provided that the scheduled dates are approved by the Fire Chief or his / her designee. No more than Fifty percent (50%) of the Employees of the Fire Prevention Bureau may be allowed off on vacation at any time.

(j) Cancellation and selection procedure of vacation days, which are not specifically addressed in Article IV shall be in accordance with the Vacation Pick policy, as established by the membership of Local 1381.

### **Section 3. Vacation Cash-Out Option**

Line Employees shall be entitled to cash in for full pay, a maximum of Two and One-half (2-1/2) vacation days once each year, provided they maintain a minimum of Five (5) days on the books. Staff Employees, shall be entitled to cash in for full pay, a maximum of Five (5) vacation days once each year, provided they maintain a minimum of Ten (10) days on the books. The Employee shall submit in writing a request for such payment Two (2) weeks prior to the second pay period in January, when this payment will be made.

## **ARTICLE V**

### **TRAINING, PROBATIONARY PERIOD AND ANNIVERSARY DATE**

#### **Section 1. Training, Probationary Period, Anniversary Date**

The Employee(s) shall be placed on the fire department roster, with all benefits and continue the Twelve (12) month probationary period. Probation is the Twelve (12) month period from date of hire.

Probationary fire fighters shall be allowed to utilize their Birthday Leave Day and their Personal Business Leave time upon successfully completing the first six (6) months of their probationary period. They will not be eligible for Educational Incentive compensation until they successfully complete their Twelve (12) month probationary period.

New hires will serve their first Two (2) weeks in an orientation assignment. They will be scheduled to work an Eight (8) hour day with a Monday through Friday schedule. During the orientation period, the Employee(s) shall not be considered part of the daily minimum staffing in Fire Suppression.

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

#### **Section 2. Seniority**

(a) A seniority list is hereby established which shall set forth the length of

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

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

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

### **Section 3. Detroit Fire Department Ride-Along Program**

Suppression and Training Division members shall be entitled to participate in the Detroit Fire Department In-Service Training Ride-Along Program with the approval of the Chief and / or his / her designee. Each member shall be allowed to utilize the Six (6) visit program once per calendar year. The Township shall be responsible for full medical, disability, and liability insurance, as well as Worker's Compensation coverage. Employees shall be responsible for all registration costs and for scheduling of their visits so they do not conflict with / her normally



scheduled work days, and said Employee shall not be compensated for hours spent in this program.

## **ARTICLE VI**

### **SICK LEAVE**

#### **Section 1. Award and Accumulation of Sick Leave**

Each Line Employee shall be awarded Eighteen (18) hours per calendar month for sick leave. (Nine [9] days annually).

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

Unused sick days will be accumulated to the Employee's credit without limit, for use at any future time. Each January, Line Employees will have the option to sell any amount of sick days in excess of Seventy-Five (75) days. Staff Employees will have the option to sell any amount in excess of Ninety (90) days. Such days will be sold at the rate of One-half (1/2) or the Employee's base rate of pay in effect at the time the days are sold. The Employee shall submit in writing a request for such payment Two (2) weeks prior to the second pay period in January when this payment will be made. For Line Employees, the value of Fifty percent (50%) of up to Seven point Five (7.5) sick days sold each year shall be included in the calculation of final average compensation. For Staff Employees, the value of

Fifty percent (50%) of up to Twelve (12) sick days sold each year shall be included in the calculation of final average compensation.

**Section 2. Service Connected Injury**

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

(b) Provisions of the worker's compensation laws of the State of Michigan shall apply in all injuries, accident or illness to an Employee arising from the performance of their duties. This shall include the Township's right to place the Employee in a light-duty assignment. Light duty shall consist either of watch room duties for dispatching functions (if more than One (1) Employee, excluding probationary Employees, is assigned watch room duties while placed on service connected light duty, the senior member assigned to light duty shall have his / her choice of remaining on shift and acting as the dispatcher or being relieved and staying off shift without any loss), or the affected Employee may request to be temporarily assigned to a Forty (40) hour work week. These temporarily assigned personnel are not considered part of their minimum staffing, are not considered promoted for rank or pay, and can only perform functions within their documented restrictions. The duration of a light-duty assignment shall be at the discretion of the Township. The Township may remove an Employee from a light-duty

assignment at any time and place them back on Worker's Compensation leave.

Any Employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between Eighty percent (80%) of their regular rate of pay and the amount received from Worker's Compensation for the duration of the recovery not to exceed Six (6) months from the date of injury, accident or illness.

For the initial Six (6) month period recited above, the Employee shall be allowed to accrue benefits, including seniority, as though they were working. At the termination of the said initial Six (6) month period, if the Employee cannot return to work then they shall be granted a second Six (6) month extension upon application to the Township Board. The Second (2<sup>nd</sup>) extension shall not include salary, pay supplements, or benefits unless approved by the Township Board. However, the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second Six (6) months

At the end of the Second (2<sup>nd</sup>) extension, if the Employee cannot return to work in the same capacity, the Employee's employment relationship shall cease unless the Township Board grants further extension.

During the second Six (6) month extension, and no later than Ten (10) months from the injury, the Employee shall notify the Township of their decision

to apply for a disability retirement to allow necessary time for the processing prior to the cessation of the employment relationship with the Township.

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

(c) An Employee who incurs an injury, accident, or illness arising from the performance of their duties, shall have the option of seeking treatment from either a clinic or local hospital emergency room designated by the Township.

### **Section 3. Non-Service Connected Injury**

When Employees are injured or otherwise too ill to perform their duties and such illness or injuries are not connected with or arising out of Employment with the Township, the period for which they are unable to work will be changed to sick days at the rate of One (1) sick day for each regularly scheduled work day and full compensation will be continued through this period to the extent of the number of any such Employee to give reasonable notice to the Township of inability to perform their duties within a reasonable period upon knowledge thereof.

An Employee so disabled may request to be placed on light duty, with no reduction of wages or benefits. The duration of a light-duty assignment shall be at the discretion of the Township. The Township may remove an Employee from a light-duty assignment with a Twenty-Four (24) hour notice and place them back on sick or medical leave. The parties recognize that an Employee on a duty-disability leave shall have precedence over an Employee on a non-duty-disability leave when a decision is made to fill a light-duty position.

Light duty shall consist either of watch room duties for dispatching functions, or the affected Employee may request to be temporarily assigned to a Forty (40) hour work week. These temporarily assigned personnel are not considered part of their minimum staffing, are not considered promoted for rank or pay, and can only perform functions within their documented restrictions.

When a probationary fire fighter is assigned to light duty, they shall not be considered part of the daily minimum manning requirements, thus allowing them to be utilized in a capacity which will further enhance their training agenda.

The Union and the Township understand this to mean if minimum manpower is achieved and probationary Employee on light duty is also on duty, that Employee shall not be considered the Twenty-Fourth (24<sup>th</sup>) Employee on duty.

#### **Section 4. Sick Leave Uses**

(a) The parties hereto agree that emergency sick leave shall be granted for actual elapsed time and the fire fighter shall be charged for sick leave to the next One-half (1/2) hour after return. Sick leave shall not be considered as a privilege, which an Employee may use at his / her discretion, but shall be allowed only in case of actual sickness or disability of the Employee. The parties hereto agree that emergency sick leave shall be charged for all hours remaining in the shift from the time the Employee leaves work. An Employee who leaves work during a shift shall not return to work on the same shift unless the Employee provides a dated note from a doctor's office.

(b) Serious illness of a spouse, children, or natural parents shall warrant use of sick leave by Employee, provided proper arrangements can be made with the Employee's immediate superior. Upon request of the Fire Chief or his designee, a fire fighter shall be required to present written documentation of a family member's illness when sick leave is taken for such illness.

(c) The Township may require medical evidence of illness from the Employee for any sick leave extending beyond Two (2) consecutive work days, or for habitual sick leave for the same illness. The Township may also require medical evidence of an illness from the Employee whenever the Employee's pattern of sick leave absences indicates the possibility of sick leave abuse. Employees who exhibit sick leave absences that indicate a pattern of abuse who

fail to provide medical evidence of illness, when required to do so, will also be subject to disciplinary action. Upon request of the Fire Chief or his designee, a fire fighter shall be required to present an excuse for illness for a sick day taken a day before or after a vacation leave.

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

**Section 5. Leave Day Records**

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

By the Fifteenth (15<sup>th</sup>) of each month the Chief or his designee shall prepare a summary of these day records in Five (5) copies and deposit same in the Union Basket for posting by the Union.

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

**Section 6. Short and Long Term Disability**

(a) The parties agree upon ratification of this Agreement the Township shall provide Employees with short term disability which shall equal Sixty-Six and Two-Thirds percent (66 2/3%) of the Employee's base salary beginning after a waiting period of Thirty (30) calendar days and continuing until One-Hundred and Eighty (180) calendar days from when the Employee was first absent from work. The Township agrees to maintain and provide at no cost to the Employee hospital, medical, life, dental and optical insurances at the same benefit level being provided to the bargaining unit pursuant to the terms of the collective bargaining agreement. This coverage shall be maintained during the waiting period as well as through the short term disability benefit period.

The Township shall also provide long term disability benefits which shall provide Sixty percent (60%) of the Employee's base salary after a waiting period of One-hundred and Eighty (180) calendar days, in accord with the provisions of the Insurance Policy and Summary Plan Description, except as modified by this Agreement. The benefits of the Plan shall not be diminished without the mutual agreement of the parties.

A copy of the long term disability benefits plan has been given to the Union secretary and is available for examination in the Human Resources Department.

(b) If an Employee is absent from work because of illness or injury, the Employee shall have the option of first using sick days, personal days, vacation



days and / or time trade before applying for short term disability benefits. Once the Employee applies and qualifies for short term disability benefits, the Employee will not have the right to draw on sick days, personal days, vacation days or time trade for any injury or illness arising out of the same cause for which the disability benefit originated. However, at the conclusion of the short term disability period (One-Hundred and Eighty (180) days from when the Employee was absent from work due the injury or illness) and before the commencement of long term disability benefits, the Employee again shall have the option of using sick days, personal days, vacation days and/or time trades.

(c) Once an Employee qualifies for long term disability benefits, the Township will pay the premium for the hospital, medical, life, dental and optical insurances available pursuant to the terms of the collective bargaining agreement for a period not to exceed Six (6) months. This provision shall not diminish the length of time the Township is required to supply CORBA benefits, it being the understanding of the parties that CORBA benefits are available to an Employee and commence once the Township ceases to provide the insurance benefits.

(d) The parties agree that both short term and long term disability benefits are available at the option of the Employee. The parties further agree that nothing in this Section shall diminish in any way the benefits currently available to

Employee under the terms of the collective bargaining agreement, including but not limited to Sections 1 through 5 above.

## **ARTICLE VII**

### **IMMUNIZATION**

The Township shall provide each Employee through such doctor as the Township may designate with an annual Flu Shot and Tetanus Shots in accordance with the schedule established for the Fire Department personnel by the Macomb County Board of Health and in addition thereto any and all other shots which may be recommended by said doctor.

## **ARTICLE VIII**

### **INSURANCE BENEFITS**

#### **Section 1. Life Insurance**

The Township shall provide each Employee at no cost to the Employee with a term group life insurance policy through such insurance company as the Township may designate in an amount of not less than Fifty-Thousand Dollars (\$50,000.00). In case of accidental death, double indemnity shall be provided. Upon retirement, the Township shall provide each Employee with a Ten-Thousand

Dollar (\$10,000.00) paid up term life insurance policy for the Employee and the Township shall pay the premium thereon.

**Section 2. Hospitalization Insurance / Prescriptions**

The Township shall provide hospital, medical, and surgical insurance for each Employee who furnishes written election to accept such benefits and such insurance shall be Michigan Hospital Service (Blue Cross – Blue Shield Policy) designated as M.V.F.2, or Comparable Policy may be designated from time to time which provides equal insurance benefits. The plan shall include routine mammogram, routine Pap smear, and FAE-RC riders. The total cost of such insurance shall be paid by the Township for the Employee, spouse, if any, and any minor dependent children.

The prescription drug co-pay shall be increased from Five Dollars (\$5.00) to Five Dollars (\$5.00) for generic drugs and Ten Dollars (\$10.00) for dispense as written. The major medical deductible shall be changed from the Fifty / One-Hundred Dollar (\$50 / 100) plan to the One-Hundred / Two-Hundred Dollar (\$100 / 200) plan. Additionally, the Annual Physical / Gyn Exam (AP-2 Rider) and the Hearing Aid Rider (HC Rider) will be added to the plan. These changes shall be made as soon as possible after the signing of the contract.

The Emergency Bone Marrow Transplant Rider is included in the Blue Cross / Blue Shield coverage's. Utilization of this benefit is subject to the waiting periods and pre-existing condition exclusions which are a part of this rider.

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

### **Section 3. Widows and Family Benefits**

Upon the duty-related death of any full time Employee of the Fire Department after April, 2004, the Township shall provide a hospitalization, medical, dental, and optical insurance policy for the deceased's spouse and minor dependent children and the cost of said policies shall be paid for by the Township.

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

The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries, however, in the case where there are minor

dependent children of the deceased Employee, then in that event, the widow, children or guardian for the minor dependent children may elect to have the Township acquire the said hospitalization insurance policy for said children with the cost of said policy being paid for by the Township until the child(ren) is (are) no longer minor dependent children.

**Section 4. Hospitalization Retiree Benefits**

The Township shall provide each Employee who retires with a hospitalization insurance policy equal to that which they had while they were working, with the exceptions of coverage under the IMB-OB rider. The policy shall cover the Retiree, Retiree's spouse, and any minor dependent children. If the Retiree and / or his / her spouse qualify for Federal Medicare benefits and the Retiree enrolls in Parts A and B, then the Township shall pay for a Blue Cross M-65 Policy, or the equivalent that supplements the Medicare Program. Once a Retiree qualifies for and is enrolled in Medicare, the Retiree will not be eligible to participate in the Blue Cross / Blue Shield PPO or the HMO plans offered by the Township.

**Section 5. Dental Plan**

The Township shall provide and pay for a dental plan for the Employee and dependents. The plan will be the "Delta Dental Preferred Option Plus Plan". This plan includes an orthodontic rider, which will cover dependents up to the age of

Nineteen (19) years of age with a maximum lifetime benefit of One-Thousand Five-Hundred Dollars (\$1,500.00). There shall be no deductible and the plan will have a Twelve-Hundred Dollar (\$1,200.00) limit on benefits per person per contract year.

The co-pay provision of the plan will be as shown below.

	<u>PPO MEMBER DENIST</u>	<u>NON-PPO DENIST</u>
<b>Class I Benefits</b>	<b>Delta Dental Pays</b>	<b>Delta Dental Pays</b>
Diagnostic Services	100%	100%
Preventive Services	100%	100%
Emergency Palliative Treatments	100%	100%
Radiographs	100%	65%
Sealants	100%	65%
<b>Class II Benefits</b>		
Oral Surgery	80%	65%
Minor Restorative Services	80%	65%
Periodontics	80%	65%
Endodontics	80%	65%
<b>Class III benefits</b>		
Prosthodontics	75%	65%
Major Restoraative Services	75%	60%
<b>Class III Benefits</b>		
Orthodontics (to age 19)	60%	50%

The Township shall provide a dental plan from Delta Plan of

Michigan, covering Class I benefits equal to active Employees, for the Retirees who retire on or after April 1, 2000, their spouses and any minor dependent children.

**Section 6. Optical Insurance**

The Township shall provide an optical insurance plan which covers annual eye examinations and the annual purchase and / or replacement of single and multi-corrective lenses (bi-focals / tri-focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the Employee, Retirees who retire on or after April 1, 2000, their spouses, and any minor dependent children.

Scheduled Benefits providing for:

Eye Examination	\$45.00	12 months
Lenses	\$40.00	12 months
Single Vision:	\$60.00	12 months
Bifocal	\$85.00	12 months
Trifocal	\$105.00	12 months
Lentocular	\$120.00	12 months
Frames	\$120.00	24 months
Contact Lenses	\$120.00	12 months

**Section 7. Cash Payment in Lieu of Health Insurance Coverage**

The Union and the Employer recognize that in some instances Employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the Employee is receiving little or no additional benefits. In an effort to avoid this duplication, the parties have agreed upon the following program to allow Employees to decline the Township provided hospital / medical program and receive instead a cash payment.

(a) Eligibility: All Employees who are covered or eligible for coverage by the Township's hospital / medical insurance programs are eligible for this option.

Employees may take advantage of this option by;

Providing written proof that they have current coverage under another health insurance plan and submitting the "Waiver of Medical Insurance" form attached to this agreement as Appendix B.

(b) Amount of Benefit: The Township shall pay the Employee One-Hundred Dollars (\$100.00) per pay period.

(c) Employees may elect this option at any time.

(d) The cash payment plan will begin with the first pay date in the month that the insurance coverage ceases. There will be no retroactive payments.



(e) Employees may elect to reinstate their health insurance coverage and drop this optional cash payment at the annual health insurance open enrollment.

Employees may reinstate their health insurance coverage and drop this cash payment at any time at no cost to the Employee if the Employee has lost coverage as a result of the death of, divorce from, or unemployment of the individual covering the Employee under another plan.

(f) Employees who are eligible for hospital / medical insurance at the inception of this Section but who have already elected not to be insured by the Township plan because they are covered by another plan are eligible for this option.

(g) In those cases where both husband and wife work for the Township, One (1) person shall carry his / her spouse and dependents on the health insurance policy and the other person shall elect the cash payment. That shall be up to the Employees to determine which Employee retains the health insurance policy and which Employee elects the cash option.

(h) When an Employee elects to drop insurance coverage, the Employee must drop coverage for him / herself and all dependents (i.e., a parent cannot drop insurance for him / herself and retain coverage for dependents).

## **ARTICLE IX**

### **EQUIPMENT, UNIFORMS AND CLOTHING ALLOWANCE**

#### **Section 1. Equipment**

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

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

concerning the use of experimental or new equipment shall not be a matter that is subject to grievance procedures.

(c) Each full-time Fire Inspector / Fire investigator and the appointed Safety Officers (Chief of Training and Training Officer) shall be provided a jumpsuit or similar appropriate attire to investigate for fire cause and origin, abatement of dangerous hazards or provide safety functions at an incident scene. The attire should be clearly marked "Fire Dept." and the rank of the personnel (i.e., Fire Marshal, Fire Investigator, Fire Safety Officer) included in the monogramming. Each of the above personnel shall be issued Two (2) sets of appropriate attire for warm weather operations and Two (2) sets of appropriate attire for cold weather operations. The appropriate attire shall be constructed of a suitable material for the function requirements. It is understood that when conditions warrant, full fire protective clothing shall be worn.

(d) A Safety Committee consisting of Two (2) members designated by the Union and Two (2) members designated by the Employer, who can be Union members, is hereby created. The Committee shall be responsible for, inter-alia, the review of all protective clothing and safety equipment worn and used by the Employees and recommendations for purchase of new and / or different protective clothing and equipment as required. This Committee shall meet at least once a

month or as frequently as required, more or less. All recommendations of the Committee for the purchase or replacement of equipment shall be deferred to the Township Board for its action.

**Section 2. Uniforms and Clothing Allowance**

Each Employee upon appointment to the Fire Department shall furnish such complete uniform as may be required and thereafter, they shall receive the sum of Three-Hundred and Fifty Dollars (\$350) each Six (6) months, for the purpose of maintaining, cleaning, and / or replacing such uniforms or parts thereof. In the case of Employees who are required to wear dress uniforms to or at work continuously, the amount shall be Four-Hundred and Fifty Dollars (\$450) each Six (6) months.

Employees shall receive such amount on the last pay date in May and the last pay in November in accordance with the policy heretofore established for clothing maintenance and replacement. The May payment shall be for the period each year from January to June 30. The November payment shall be for the period each year from July to December 31.

In the event of termination of employment, such payment shall be prorated.

Each Employee upon appointment to the Fire Department and completion of probation shall receive a separate allowance of Three-Hundred and Seventy-Five Dollars (\$375.00) to be applied towards the purchase of a dress uniform.

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

**Fire Fighters / Company Officers / Staff Employees**

The daily work uniform for fire fighters, company officers, EMS officer and training officer (worn during the normal business day), shall consist of a navy blue, embroidered "King Louie / Classic Polo," Item #J-760, polo style shirt in either long or short sleeve or a navy blue, embroidered "Game / Work Wear," item #FMS job shirt. The shirts shall have an embroidered Maltese Cross over the left breast and the Employee rank (and the option of Medical licensure – i.e., FF / Medic, LT / Medic, etc.) over the right breast. For the Fire Inspectors, Fire Marshal and the Chief of Training it shall be the same as above but gray / ash in color.

The uniform pants shall also be navy blue in color, either of the brands Fechimer, Hercules, or Lions. The shoes shall be either Oxford footwear, which shall be laced over the arch, with Three (3) to Six (6) eyelets, or a Wellington / Trooper style boot which may be laced up or zipped.

Employees shall be allowed to only wear approved baseball style caps, jackets or shirts mutually agreed upon by the Township and Union.

For special events, as defined in the Collective Bargaining Agreement, Article I, Section 2, all Employees shall wear his / her Class "B" uniform in accordance with Department SOP.

After normal business hours, weekends and holidays, Suppression Employees may have the option of wearing t-shirts that are approved of as part of the Class "D" uniform.

### **Battalion Commander**

The Battalion Commander's uniform shall be the same as listed above, with the following exceptions:

- (1) The Battalion Commander shall wear a white uniform shirt of the type, "Flying Cross Duro" for special events.
- (2) The uniform shirts shall be the same type / style worn by the fire fighters and company officers, except they will be gray / ash in color.
- (3) The Acting Battalion Commander shall wear their light blue uniform shirt of the type, "Flying Cross High Test" for special events. All other hours he / she shall wear their normal uniform while as Acting Battalion Commander.

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

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

Each staff Employee shall receive the sum of Four-Hundred and Fifty

Dollars (\$450.00) each Six (6) months, for the purpose of maintaining, cleaning, alterations, sewing on of buttons, repairs or patches, and / or replacing such uniforms or parts thereof.

**Section 3. Employees Using Township Vehicles**

Staff Employees may use a Township vehicle for transportation to and from work, (Chief of Training, EMS Officer, Training Officer, Fire Marshal and Fire Inspectors) provided that they reside in Wayne, Oakland, Macomb, or St. Clair Counties. If they reside in any other county, and will be required to use their own vehicle to commute from work to home and back. The Employees shall otherwise comply with the Fire Department policy regarding the use of a department vehicle.

**ARTICLE X**

**FIRE FIGHTING DURING CIVIL DISORDERS**

**Section 1. Personal Protection**

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

**Section 2. Delegation of Authority**

The officer in charge of any responding piece of equipment to an area of civil disorder shall have the authority to withdraw the Employees and / or the

equipment if they are being harassed to the extent that the Employees and / or equipment would be endangered.

**Section 3. Police Protection**

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

**Section 4. Fire Arms**

No Employee shall carry or use any fire arms while on duty.

**ARTICLE XI**

**GRIEVANCE PROCEDURE**

**Section 1.**

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

**Section 2. Procedure**

The affected Employee has the right to attend any and all grievance procedures. A grievance committee, not to exceed Six (6) Employees (at least



Three (3) of which shall be from fire suppression personnel and One (1) from staff personnel), designated by the Union, shall be established to process grievances according to the following procedure:

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

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

Any complaint concerning the direct action of the Fire Chief or his assistant, or any grievance that may affect large numbers of Employee may be commenced at Step Two of this procedure.

**Step Two:** If the grievance is not settled at Step One, the Employee and / or the Grievance Committee shall submit the grievance in writing to the Fire Chief or his designee within Five (5) days of the conclusion of Step One. The

Union Committeeman shall also follow the written request with a telephone call or personal notice to the Fire Chief or his / her designee. The Fire Chief or his / her designee shall within Five (5) days of the receipt of the written grievance, contact in person or by telephone the Union Committeeman and schedule a conference with the Fire Chief, the Employee, and the Grievance Committee that is accommodating to all parties, and the Fire Chief shall furnish written reply to the Employee and the Grievance Committee.

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

**Step Four:** If the grievance is not satisfactorily adjusted in the last preceding step, either party, the Union or the Township Board, may in writing

request arbitration of such grievance within Fifteen (15) days after notice of the Human Resource Director's decision. Such notice may be given by either party.

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

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

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

**Section 3. Time Periods**

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

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

**ARTICLE XII**

**VACATION AND SICK LEAVE UPON TERMINATION OF  
EMPLOYMENT**

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

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

### **ARTICLE XIII**

#### **SEVERABILITY, DISTRIBUTION AND AUTHORITY OF AGREEMENT**

##### **Section 1. Severability**

This Agreement and each of the terms and conditions hereof is subject to the laws of the State, Federal or Local government in all respects and in the event that any provision hereof is at any time held to be invalid by a Court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement, and the parties hereby agree that insofar as possible, each of the items and provisions hereof are severable.

##### **Section 2. Distribution of Agreement**

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

**Section 3. Authority of Agreement**

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

**Section 4. Unilateral Changes Prohibited**

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

**ARTICLE XIV**

**JURY DUTY**

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

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

## **ARTICLE XV**

### **PENSIONS**

#### **Section 1. Multiplier**

the Firemen and Policemen Pensions Act (MCLA 38.551), Section 6(1)(e), shall be amended for Fire Department member's providing for a regular retirement pension equal to Two point Eight percent (2.8%) of the member's average final compensation multiplied by the first Twenty-Five (25) years of service credited to the member with a maximum of Seventy percent (70%).

#### **Section 2. Average Final Compensation**

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

#### **Section 3. Employee Contribution**

Member Employee's contribution into Act 345 pension fund is Four percent

(4%) of all taxable wages.

Effective April 1, 2005 the Member Employee's contribution into Act 345 pension fund is Seven percent (7%) all taxable wages.

**Section 4. Annuity Withdrawal**

Upon normal service age, excluding disability or early retirement, members of the bargaining unit shall be entitled to withdraw up to their accumulated contributions (including interest) to the system, provided that they agree to accept an appropriate lesser monthly benefit. Such lesser benefit is to be computed by the Township's actuary using a method intended to prevent such contribution withdrawal from costing the Township or the pension fund any additional monies. For the purpose of this calculation the actuary shall use the then current interest rate for the immediate annuities published by the Pension Benefit Guarantee Corporation and the actuary shall also use the mortality table used for the most recent regular actuarial determination. In the event the PBGC interest rate is no longer published, the current interest rate for the Ten (10) year T-Bill shall be used. Effective April 1, 1997, the annuity withdrawal option shall be available to Employees who leave the employment of the Township and who vest their pensions. The withdrawal will be made at the time the Employee begins drawing a pension from the Township.



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

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

**Section 6. Service Connected Death – Surviving Spouse**

To the surviving spouse, a duty death pension equal to the same amount each week as that which has been paid him / her under the Worker's Compensation Act, to become due and payable on the termination of payments to him / her by the Township under the Worker's Compensation Act, and to continue for his / her life. However, if an Option One (1) retirement benefit exceeds the amount payable under the Workers' Compensation act, then the surviving spouse shall be paid an Option One (1) retirement benefit.

**Section 7. 13<sup>th</sup> Check**

For Employees who retire on / or after April 1, 2000, and after Five (5) years of retirement, said retirees will be eligible yearly for a performance bonus of a Thirteenth (13<sup>th</sup>) additional check, not to exceed an amount greater than their

monthly pension check. If surplus funds are inadequate to provide a full month's payment, the checks will be prorated based on the retiree's monthly benefit. The surplus funds, as determined by the Annual Actuarial Valuation attributed to fire members of the Clinton Township Fire and Police Retirement System, will be a maximum of One-half (1/2) the excess over the actuarial assumed rate of return. Surplus or deficit funds in any given year shall not affect any valuations in subsequent years. Any distributions shall be made no later than the Second (2<sup>nd</sup>) month following the publication of the actuarial valuation.

**Section 8. Non-Duty Related Death-Surviving Spouse**

The Township and the Union mutually agree that Section 6 (1) (i) of Public "Act 345 of 1937", as amended, shall be amended to provide if a member continues in service on or after the date of acquiring Ten (10) years of service credit, does not have an Option One (1) election provided for in subdivision (j) in force, and dies while in the service of the municipality before the effective date of the member's retirement, leaving a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had retired effective the day preceding the date of the member's death, elected Option One (1) provided for in subdivision (h) and nominated the spouse as survivor beneficiary.

**Section 9. Normal Service**

Employees may retire with normal service of Twenty-Five (25) years, regardless

of age.

## **ARTICLE XVI**

### **SCOPE OF AGREEMENT**

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

further agreed that during the term of this contract that the current residency policy of the Township will prevail.

**ARTICLE XVII**

**PROMOTION SYSTEM**

**PURPOSE**

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

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

**Rank Structure**

<b>Rank</b>	<b>Classification</b>
Chief	Fire Chief
Deputy	Deputy Chief of Administration and Deputy Chief of Operations

Battalion Chief	Battalion Chief / Fire Marshal / Chief of Training
Captain	Captain / Fire Inspector / Training Officer / EMS Officer
Lieutenant	Lieutenant
Fire Fighter	Fire Fighter

**Section 1. General Qualifications**

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

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

At any time during the performance probationary period, the appointee may be returned to previous rank or grade. If at the close of the probationary period term, the conduct or capacity of the probationer has not been satisfactory to the appointing authority, the probationer shall be notified within Ten (10) days, in writing, that he / she will not receive appointment. At the close of the probationary period, the Employee shall receive written notification on his / her satisfactory

performance within Ten (10) days and will be permanently appointed upon the completion of the requirements for that rank / classification. Any disputes to be handled through applicable contract language.

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

**FOR LINE POSITIONS:**

**Section 2. Eligibility and Requirements for Rank and Classification**

(a) Fire Lieutenant

1. Eligibility: All fire fighting personnel with Five (5) years seniority or more.
2. Seniority: Rank on eligibility list shall be determined by actual time served in the fire fighting classification.
3. Qualification: Each applicant must successfully complete all courses necessary to be Fire Officer I certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

(b) Fire Captain

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

2. Seniority: Rank on the eligibility list shall be determined by actual time served in the Lieutenant classification.
3. Qualification: Each applicant must successfully complete all courses necessary to be Fire Officer II certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

(c) Battalion Chief

1. Eligibility: Fire Captains with Two (2) years of more in grade or current rank. If there are less than enough applicants, Fire Captains with less than Two (2) years service in grade or current rank will be eligible.
2. Seniority: Rank on the eligibility list shall be determined by actual time served in the Captain classification.
3. Qualification: Each applicant must successfully complete all courses necessary to be Fire Officer III certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

(d) Deputy Chief

1. Eligibility: Applicants must possess a minimum Five (5) years service in fire suppression as a sworn officer and have successfully completed all courses necessary to be Fire Officer I, II and III, and who holds the rank of Battalion Chief

If there are less than enough applicants, any Captain who has successfully completed all

courses necessary to be Fire Officer I, II, and III will be eligible. All applicants must have Two (2) years service in grade.

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

(e) Chief

1. Appointment of the Chief will be from the ranks.
2. Eligibility: Applicants must possess a minimum Five (5) years service in fire suppression as a sworn officer and have successfully completed all courses necessary to be Fire Officer I, II, and III, and who holds the current rank of Deputy Chief with Two (2) years or more in grade.

If there is no applicant, Battalion Chiefs with Two (2) years or more in grade will be eligible.

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

**FOR STAFF POSITIONS:**

(F) Training Officer

1. Eligibility: All fire suppression personnel and training division personnel with Five (5) years seniority or more.
2. Seniority: Rank on eligibility list shall be determined by department seniority.



3. Qualifications: Each applicant must achieve the appropriate certification within Two (2) years.

a. Must be state certified "Fire Training Instructor".

(g) EMS Officer

1. Eligibility: All fire suppression personnel and training division personnel with Five (5) years seniority or more.

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

3. Qualifications: Each applicant must achieve the appropriate certification within Two (2) years.

a. Must be licensed as a Paramedic and in Advanced Cardiac Life Support.

b. Must be an EMS Instructor Coordinator (IC).

c. And all others required by Macomb County Protocols.

(h) Chief of Training

1. Eligibility: Training Officer or EMS Officer with Two (2) years service in grade or current rank. If there are less than enough applicants, Training Officers or EMS Officers with less than Two (2) years service in grade or current rank will be eligible. If there is still less than enough applicants, Battalion Chiefs or Fire Captains will be eligible.

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

(i) Fire Inspector

4. Eligibility: All fire suppression personnel with Five (5) years seniority or more.
2. Seniority: Rank on eligibility list shall be determined by department seniority.
3. Qualifications: Each applicant must achieve the appropriate certification within Two (2) years.
  - a. Must be state "Certified Fire Inspector" certification.

(j) Fire Marshal

1. Eligibility: Fire Inspector with Two (2) years service in grade or current rank. If there are less than enough applicants, Fire Inspectors with less than Two (2) years service in grade or current rank will be eligible. If there are still less than enough applicants, Battalion Chiefs or Fire Captains will be eligible.
2. Seniority: Rank on eligibility list shall be determined by actual time served in individual's qualifying rank/classification.

**Section 3. Rules and Regulations / Eligibility Lists**

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

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

**Section 4. General Provisions**

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

(b) Personnel who are promoted to the Fire Prevention Division or the Training Division may return to their previous positions at any time within the first Six (6) months in the new position provided that there is no loss to other Employee. After the first Six (6) months the Employee may not leave their Division.

(c) The Township shall fill all vacancies immediately upon the said position becoming vacant.

(d) An Employee in a rank / classification shall not accumulate seniority determining factor for all promotions within the bargaining unit defined in Article XVII, of the Collective Bargaining Agreement.

**Section 5.**

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

**Section 6.**

Effective with the signing of this Collective Bargaining Agreement, personnel required to attend Fire Officer I, II, and III classes for the purpose of

promotion will be paid at the Employee's regular rate of pay for attending class on an off-duty day. If through no fault of the candidate or Township, certification classes cannot be accomplished, qualifying time limits may be extended by mutual agreement.

### **ARTICLE XVIII** **ADVANCED LIFE SUPPORT**

The parties agree that the Township shall maintain an Advanced Life Support Program with Echo Units, effective October 25, 2004. It is understood that the discretion to deploy manpower and equipment shall be with the Township.

**Training:** The Township shall provide all required updates and training for all recognized department EMS licenses. The Township shall reimburse the Employees for any / all costs related to the maintenance of the licenses, including the cost of continuing education credits, tuition, fees, books and licenses.

Qualified Employees that were not offered an opportunity to attend a Department sponsored Paramedic program and attend a Paramedic licensing program shall be given the necessary time off to attend such classes at no cost to the Employees.

In addition, all Employees holding current licenses and are required to attend classes or programs not offered by the Department on their off-duty time, shall be compensated at One and One half (1-1/2) times their rate of base pay for all hours

worked.

Failure to pass the Paramedic training program or the National registry test will not result in termination from the Department. Employees shall not incur any disciplinary action or any other losses. However, an Employee who does not pass the National registry test will cease receiving the Paramedic stipend.

### **SALARY SCHEDULES**

#### **Collective Bargaining Agreement between the Charter Township of Clinton and Local 1381 of the International Association of Fire Fighters**

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Salary **Schedule "A"** is predicated on:

**56 Hours Per Week; 2,912 Hours Per Week for Line Employee  
40 Hours Per Week; 2,080 Hours Per Week for Staff Employee**

Fire Marshal = Battalion Chief + 3%

Chief of Training = Battalion Chief + 3%

EMS Officer = Captain's Rate + 3%

Fire Inspector / Training Officer = Captains rate + 3%

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

**4/1/04: 4.0% 4/1/05: 3.0% 4/1/06: 3.0% 4/1/07: 3.0% 4/1/08: 4.0%**

Fire Fighter

Start	\$34,767	\$35,810	\$36,884	\$37,991	\$39,511
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6 months	37,636	38,766	39,929	41,126	42,771
12 months	43,375	44,676	46,017	47,397	49,293
18 months	46,245	47,632	49,061	50,533	52,554
24 months	49,116	50,590	52,107	53,670	55,817
30 months	51,984	53,544	55,150	56,805	59,077
36 months	54,856	56,501	58,196	59,942	62,340
42 months	56,289	57,978	59,717	61,508	63,968
48 months	57,726	59,458	61,242	63,079	65,602
Lieutenant:	63,497	65,402	67,364	69,385	72,160
Captain:	68,573	70,631	72,750	74,932	77,929
Battalion Chief	75,433	77,696	80,027	82,428	85,725
Fire Inspector / Training Officer / EMS Officer	70,633	72,752	74,934	77,182	80,269
Fire Marshal / Chief of Training	77,696	80,027	82,428	84,901	88,297

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

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Salary **Schedule "B"** is predicated on: **(Paramedic + 7% base pay incentive)**

**56 Hours Per Week; 2,912 Hours Per Week for Line Employee**  
**40 Hours Per Week; 2,080 Hours Per Week for Staff Employee**  
**(EMS Officer = Captain's Rate + 3%)**

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

4/1/04: 4.0% 4/1/05: 3.0% 4/1/06: 3.0% 4/1/07: 3.0% 4/1/08: 4.0%

Fire Fighter					
Start	\$37,201	\$38,317	\$39,466	\$40,650	\$42,276
6 months	40,271	41,479	42,723	44,005	45,765
12 months	46,411	47,804	49,238	50,715	52,743
18 months	49,482	50,967	52,496	54,070	56,233
24 months	52,554	54,131	55,755	57,427	59,724
30 months	55,623	57,292	59,010	60,781	63,212
36 months	58,696	60,457	62,271	64,139	66,704
42 months	60,229	62,036	63,897	65,814	68,447
48 months	61,767	63,620	65,528	67,494	70,194
Lientenant:	67,942	69,980	72,079	74,242	77,212
Captain	73,373	75,574	77,842	80,177	83,384
Battalion					
Chief:	80,713	83,135	85,629	88,198	91,726
EMS					
Officer	75,574	77,841	80,176	82,582	85,885

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

**APPENDIX B**

**Waiver of Medical Insurance  
and  
Election of Cash Payment  
in Lieu of Participation in Group Medical Insurance**

I hereby authorize, the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide payments to me of One-Hundred Dollars (\$100.00) per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

\_\_\_\_\_\*  
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or loss of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of the Charter Township of Clinton group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any of the Charter Township of Clinton group medical plans at a later date, I will be subject to that plan's enrollment rules

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department

\_\_\_\_\_  
Social Security Number

\*If covered elsewhere, you must provide written proof of other coverage.



**In Witness Whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives this   13th   day of   June   2005 at Clinton Township, Macomb County, Michigan.

**Charter Township of Clinton  
Macomb County, Michigan**

**Local 1381, International  
Association of Fire Fighters**

By: \_\_\_\_\_  
Robert J. Cannon,  
Township Supervisor

By: \_\_\_\_\_  
Todd M. Stevens, President

By: \_\_\_\_\_  
Dennis C. Tomlinson  
Township Clerk

By: \_\_\_\_\_  
Mark R. Turo Vice-President

By: \_\_\_\_\_  
Frederick M. Wutzke,  
Human Resource Director

**LETTER OF UNDERSTANDING**

It is agreed to between the Charter Township of Clinton and the Clinton Township Fire Fighters Association, I.A.F.F. Local 1381, that retired Fire Inspector James Huck shall receive the agreed upon Multiplier of Two Point Eight percent (2.8%) as referenced in Article XV, Section 1 of the Collective Bargaining Agreement dated April 1, 2004 – March 31, 2009.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Todd M. Stevens  
President, Local 1381

\_\_\_\_\_  
Frederick M. Wutzke  
Human Resource Director

\_\_\_\_\_  
Mark R. Turo  
Vice-President, Local 1381

\_\_\_\_\_  
John P. Murphy  
Fire Chief