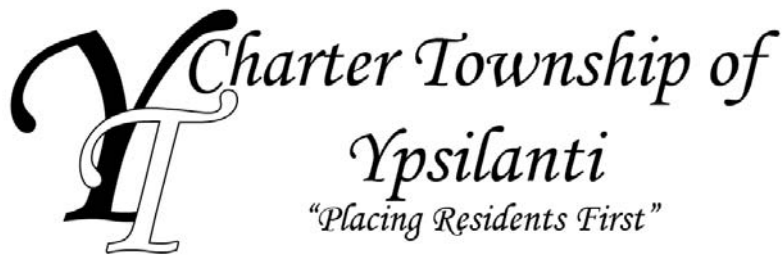


Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

EXECUTIVE SESSION & SPECIAL MEETING

Thursday, January 15, 2009 – 1:00 p.m.

Board Room, Civic Center, 7200 S. Huron River Drive,
Ypsilanti Township

AGENDA

A Special Meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda Stumbo to consider the following items:

- 1) Proposed Tentative Contract with Firefighters Local 1830 – This agenda item will be discussed in Executive Session prior to taking action at the Special Meeting
- 2) Authorize three full-time officials to meet and discuss the possibility of contracting for Fire Chief services with the City of Ypsilanti
- 3) Authorize Trustee Stan Eldridge to act as Fire Commissioner for a 120 day interim period, at a salary of \$500 per week

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



**Human Resources
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

January 13, 2009

Township Board
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Firefighter's Local 1830
Collective Bargaining Agreement 2009

Dear Township Board Members:

A tentative agreement with the Firefighter's Local 1830 is being presented to you for approval. This one year agreement, if approved, would become effective January 1, 2009 and expire December 31, 2009. Attached is a copy of the current contract, Management's December 8, 2008 Proposal and a review of all articles that had been tentatively agreed upon throughout the negotiation process.

Sincerely,

Karen Wallin
Human Resource Generalist

Management Proposal

(December 8, 2008)

The Township offers the following proposal to resolve the current negotiations.

- 1) One Year contract until December 31, 2009
- 2) All items that have been tentatively agreed to will become part of the contract
- 3) Article 14, Section 4 shall be changed as follows:
 1. The Township will maintain a minimum deployment of four (4) fire suppression personnel at the Central Fire Station, two (2) at Station Three and two (2) at Station Four.
 2. Overtime will be called for in accordance with the provisions of Article 28 of the agreement to maintain the minimum deployment of eight (8) fire suppression personnel on duty per shift.
- 4) Article 27 – Wages Schedule
 - Bargaining unit wages shall remain the same in 2009 except for increases due to promotion, longevity, training increments or service increases for new hires.
 - Bargaining unit members shall receive a signing bonus equal to 3% of the annualized base wages as follows:

Firefighter	\$1,764
Lieutenant	\$1,945
Captain	\$2,063
Fire Marshal	\$2,205
 - Such bonus to be paid within 30 days of ratification by the Firefighters Union and the Township Board. If ratified before December 12, 2008 by the union, the Board will place the item on the agenda for the December 16, 2008 meeting. If approved by the Board the bonus will be paid for all employees on the payroll as of January 1, 2009 by January 16, 2009
- 5) All articles which have not been tentatively agreed to shall remain as is except to the extent that they are modified by this agreement.

The following articles were tentatively agreed upon throughout negotiations and had no changes in language.

Article Number	Article Name
#1	Preamble
#2	Successors
#5	Employee Coverage of Agreement
#6	Recognition
#7	Other Agreements & Organizations
#8	Union Security
#9	Right to Manage
#12	Joint Labor Management Team
#15	Hours of Employment
#16	40-Hour Personnel
#20	Rehire of Employees
#21	Layoff Benefits
#22	Subcontracting
#23	Work Stoppage
#24	Discipline
#25	Grievance & Arbitration
#26	Special Conference
#30	Court Appearance & Jury Release
#33	Personal Leave
#35	Sick Leave
#36	Duty Disability Leave
#44	Testing of Aerial Apparatus
#47	General
#48	Maintenance Conditions
#49	Waiver Clause

The following is an overview of the Articles that had changes proposed through the negotiations process:

- **Article #11 – Union Activities**

The following sentences added to the end of Section 3 – Meetings

On duty personnel shall be allowed to participate in these meetings.

- **Article #13 – Firefighter Duties**

Sentence #3 changed to read:

Firefighters may be required to train other firefighters, to demonstrate the fire prevention techniques, **and provide public education** to the public.

- **Article #17 – Fire Marshal**

Section #3 changed to read:

The Fire Marshal's work schedule is forty (40) hours per week, Monday through Friday **between the hours of 0700 and 2000 not working more than 10 hours a day.** **Regular work hours will be established by the Fire Chief.** The Fire Marshal shall be paid for call-ins, investigations, and any meeting after regularly scheduled work hours where attendance is required and approved by the Fire Chief, at 1-1/2 times the employee's straight-time rate, but shall not receive compensatory time.

- **Article #18 – New Hires**

The entire Article has been changed to read the following:

Section 1

It shall be a condition of employment as a full-time firefighter, each new hire must have passed both Firefighter 1 and 2 of the state examination as required by Act 291 of the Public Acts of 1966 as amended; as well as possess an emergency medical technician license from the State of Michigan. In addition, they must pass the Conference of Western Wayne CPAT and written test.

Section 2

An evaluation committee composed of the officer(s) and two (2) firefighters from the assigned shift shall be established for each probationary employee. A recommendation as to whether the employee has successfully completed the probationary period shall be given to the Fire Chief or his designated representative prior to the end of the employee's probationary period. Each firefighter shall have a one (1) year probationary period to determine if that individual meets the standards of the Fire Department. A standardized evaluation form shall be used to ensure continuity, and allow for both the new employee understand their strengths and weaknesses.

Section 3

As a condition of continued employment, all employees hired after March 31, 1984 shall be required to obtain and to maintain an EMT license.

Section 4

Employees shall notify the Township immediately upon revocation or suspension of their driver's license or at any other time the employee does not possess a valid Michigan driver's license.

Section 5

Any new firefighter shall be given a one hundred-sixty (160) hour orientation program (4 weeks, 40-hour shift). The new fire fighter will be assigned to each shift for sixty (60) calendar days for the purpose of evaluation.

The evaluation committee from each shift shall submit to the Fire Chief a written report on this firefighter within five (5) calendar days of the conclusion of each sixty (60) day evaluation period. At the end of the one hundred eighty (180) day period, the Fire Chief and the evaluation committees shall determine if the firefighter is ready for permanent assignment. The firefighter may be assigned sooner if the evaluation committees and the Fire Chief agree prior to the end of the one hundred eighty (180) days that the firefighter is ready for permanent assignment. When it is determined that the firefighter is ready for permanent assignment, they shall be counted on the floor for staffing purposes and assigned wherever needed.

In the absence of the Fire Chief, the Joint Labor Management Team shall designate a shift officer to make these evaluations and determinations.

Section 6

If any employee is injured or becomes ill during their probationary period and is absent for longer than fourteen (14) calendar days they will have their probation extended for a period equal to the duration of their illness or injury.

- **Article #19 – Filling of Vacancies**

Section #3 – Paragraph #1

The parties agree that the Civil Service Commission shall be directed and required to maintain continuous eligibility lists for all fire suppression positions including firefighter, lieutenant and captain. The Township agrees that it will take the necessary steps to start the process to fill any vacancy in any position, excluding the Fire Chief and **Fire Marshal**, within two (2) weeks of the date when the vacancy occurs. The Township agrees to complete the entry level appointment process within forty-five (45) calendar days and the promotional process within seven (7) calendar days of starting the process

- **Article #34 – Vacation**

Section #4 and #5 to read as follows:

Section 4 - Vacation 1/2 Days

Up to forty-eight (48) hours of vacation leave may be chosen in twelve (12) hour segments commencing at either 0800 or 2000. A request for this leave must be made to the Fire Chief, or their designated representative, not prior to twelve (12) calendar days nor less than one (1) hour prior to the requested time off. These requests shall not be granted if they create an overtime situation.

Section 5 - Banked Vacation Days

Employees shall be allowed to bank up to twelve (12) vacation days in their career in accordance with Article 42, Section 2 or Article 35, Section 8 (c). These vacation days previously banked shall remain banked. Banked vacation days shall be paid to the employee in conjunction with their early out or terminal leave options.

- **Article #38 – Bereavement**

The following changes to paragraph #2

In the event of a death in the employee's extended family, namely; **grandparent of spouse**, great grandparent, step- brother, step-sister, brother-in-law, sister-in-law, aunt or uncle in direct blood relation, a 56-hour employee shall be granted up to one (1) day of funeral leave credit to be used at the employee's discretion. Forty-hour employees shall be granted funeral leave credit for duty days falling within two (2) calendar days prior to the day of the funeral and ending on the day of the funeral.

- **Article #40 – Physical Fitness**

The following changes to Section #2

A physical fitness/wellness program shall be provided to the employees at the expense of the Township. The physical fitness/wellness program shall be comprised of an initial evaluation; ongoing service re-evaluation; program supervision by trained personnel; and an educational program designed to meet the needs of the firefighters. The Township will provide for the equipment and the preventative maintenance and repair of the equipment to insure the continuation of the program. Participation in the physical fitness/wellness program is mandatory and will be scheduled into the workday. **The workout should not interfere with emergency or scheduled non-emergency duties.** The Letter of Agreement entered into by the parties, November 1996, details the scope of the physical fitness/wellness program and is included in this contract as a reference document.

- **Article #41 – Education & Training**

Section # 3 – Human Resource Director changed to Human Resource Department

Section #4 (d) – The following changes made:

Requests for educational release time by members of either the Western Wayne or Washtenaw County **haz-mat** response teams or **technical rescue teams** to attend approved **or required** training shall not be subject to the provisions of subsection (a) above.

Section #6 – Human Resource Director changed to Human Resource Department

- **Article #42 – Retirement**

Section #3 – Removed through December 31, 2008 at the end of the paragraph

Section #6 (d) to read as follows:

Final Average Compensation: Upon entry into the DROP, the participant's Final Average Compensation shall be calculated and frozen. Members shall have the option of having up to fourteen (14) unused vacation days paid out to them. **The unused vacation days can be banked over the fire fighters career.** The vacation pay out shall be included in the calculation of the Final Average Compensation (FAC). The paid out vacation days shall be forfeited for use during the year for which they were awarded.

ARTICLE 1 - PREAMBLE

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of Public Acts of 1947, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the Township and the Union, in the best interest of the Community; to maintain exemplary fire protection services; and to provide an orderly and equitable means of resolving further differences between the parties.

The Charter Township of Ypsilanti and Fire Fighter Union Local 1830 further recognize that the Ypsilanti Township Fire Department is a source of pride for the Township and the Fire Department members. It is highly encouraged and professionally understood that an active bond between the Fire Department and the Township citizens should be maintained and nurtured through various community activities beyond the scope of this Agreement. To that end, the Union and Township agree that the Fire Fighters may participate on behalf of the department and the Township in community activities during their working hours. The Union agrees that it will encourage its members to participate and be involved in such activities as part of the Union's commitment to the Township and its citizenry.

ARTICLE 2 - SUCCESSORS

Section 1

This Agreement shall be binding in its entirety upon the parties hereto, their successors, assigns, and transferees, including but not limited to any new governmental instrumentality which shall come into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, charter amendment, or other governmental enactment and replace the Township as the Employer of the Fire Department employees.

Section 2

The parties further agree that they shall meet to discuss any future impact on the firefighters' bargaining unit, which may result from the possible replacement of the Township of Ypsilanti as the Employer of the Fire Department employees.

ARTICLE 3 - DURATION

Section 1

This Contract entered into by the parties on the 3rd day of March 2004, shall be effective the first day of January, 2005, and shall remain in full force and effect to and including December 31, 2008.

Section 2

Negotiations for a successor agreement to this Contract shall begin no later than September 15, 2008.

Section 3

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

ARTICLE 4 - DEFINITIONS

"Township" - shall include the elected or appointed representatives of the Township of Ypsilanti, Michigan.

"Day" - shall, except as context indicates otherwise, mean a twenty-four (24) consecutive hour day for the employees of the Fire Department.

"Union" - shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

"Employee" - shall mean all personnel employed by the Fire Department, except the Fire Chief and clerical support.

"Firefighter" - shall mean all fire suppression personnel regardless of rank unless otherwise specifically excluded in this agreement.

"Straight-Time" - shall mean the base pay plus the applicable longevity step and training increment of the employee.

"Sick Day" - An employee on sick leave shall be considered sick only on scheduled workdays but not while on scheduled time off.

"Average Final Compensation" shall for all purposes be construed to include base pay, vacation pay, holiday pay, longevity pay, overtime pay, training increments and sick leave pay while absent from work, and payments for unused vacation pay and compensatory time made at the time of retirement. Final Average Compensation shall not include any payment in consideration of unused sick leave, allowances for any clothing, food, or reimbursed expenses. Any changes are subject to negotiations.

ARTICLE 4 - DEFINITIONS (con't)

"Gender" - Whenever a male gender is used in this agreement, it shall be construed to include both male and female employees.

"Scheduled Off" - Refers to any instance where the employer has notice prior to the duty day that the employee will be unavailable to report for duty with the exception of sick time, and educational release time. Absences due to work related injuries under Article 36, Section 1 shall not be counted as scheduled off after the initial 14 calendar days of leave.

"Terminal Leave" – **An option for an employee to be paid on a weekly bases one hundred percent (100%) of their accumulated sick leave upon actual retirement from the Township.**

ARTICLE 5 - EMPLOYEE COVERAGE OF AGREEMENT

This Agreement shall be applicable to all employees of the Fire Department, as the term “employee” is used in this Contract. The Township agrees to hold the Union harmless for any actual or incidental damages by the exclusion of the Fire Chief.

ARTICLE 6 - RECOGNITION

The Township recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

ARTICLE 7 - OTHER AGREEMENTS AND ORGANIZATIONS

Section 1

The Township shall not enter into any agreement with its employees, individually or collectively, or with any other organization which in any way conflict with the provisions hereof.

Section 2

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

ARTICLE 8 - UNION SECURITY

It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership, and pay the Union's uniform dues and initiation fee. It shall be a continuing condition of employment that all employees who are not members of the Union, and who do not become and remain members of the Union and pay its uniform dues and initiation fees, shall alternatively pay a bargaining service fee (hereinafter referred to as agency shop service fee) in an amount equivalent to such uniform dues and initiation fees. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer; and the Union agrees to hold the Employer harmless for any suit or claim of liability arising out of this section. It is further agreed that the Union will submit a letter to the Employer requesting dismissal of any employee not complying with this section.

ARTICLE 9 - RIGHT TO MANAGE

The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, except issues covered by law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, the Township reserves unto itself all rights which are inherently and ordinarily vested in and exercised by employers, unless specifically limited by a provision of this Agreement; however, this section shall not be considered to increase any power or right in the Union or in any way limit or decrease any rights or powers of the Township's inherent right to manage.

ARTICLE 10 - DUES DEDUCTION

The Township shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues. Such dues accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who have authorized such deductions and from whom no deductions were made and the reasons therefor, shall be forwarded to the Union office within ten (10) days after such collections have been made.

ARTICLE 11 - UNION ACTIVITIES

Section 1 - General

Employees and their Union representatives employed by the Township shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection prescribed by law.

Section 2 - Bulletin Board Area

The Union shall be provided suitable bulletin board areas, including at least one at each fire station and sub-station, for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union shall designate persons responsible therefor.

Section 3 - Meetings

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

Section 4 - Representation

- (a) The Union shall be represented by the following committees and stewards: One (1) Chief Steward, one (1) steward from each shift, a bargaining committee, a grievance committee, and any other committees that this Agreement warrants, including but not limited to a health and safety committee and a special conference committee.
- (b) Legal counsel and representatives from the International and State Fire Fighters Union may be present at meetings between the Township and the Union.
- (c) Committees shall be limited to five members or less.
- (d) The stewards may request the Chief Steward, and/or the President's assistance at any time.

ARTICLE 11 – UNION ACTIVITIES (con't)

- (e) The Union shall notify the Township of the names and addresses of all stewards and committee members.
- (f) Officers of the Union (and other representatives of the Union who have the prior approval of the Chief) shall be afforded reasonable time off during working hours, without loss of pay, to fulfill their union responsibilities, including negotiations with the Township, processing grievances, and the administration and enforcement of this Agreement, but not for organizational meetings of the Union.

Section 5 - Release Time

The Union will be given 216 hours of release time annually to attend functions of the International or State union, such as conventions or educational conferences. Such time shall be allowed off with pay. Written request for this time off must be made three duty days prior to the time off. The balance of unused release time from the previous calendar year shall be carried over to the next year to be used after the current years release time, and must be used or lost. The total release time in any given calendar year shall not exceed 432 hours.

ARTICLE 12 - JOINT LABOR MANAGEMENT TEAM

Local 1830 and the Charter Township of Ypsilanti establish a labor/management team for the purpose of discussing and making recommendations for long range planning, department policy, health and safety issues, major capital expenditures and operational issues.

The labor/management team shall be seven (7) members consisting of four (4) labor representatives designated by the union and three (3) management representatives. Labor representatives should include a member of the executive board of Local 1830 and one representative from each shift. Management representatives should include the Fire Chief, a management representative of the Human Resources Director and one full-time elected member of the Township Board.

The Joint Labor/Management Team will meet on a quarterly basis. Either party may call a special meeting of the Joint Labor/Management Team no more often than once a month provided a minimum of 72-hours notice is given. By agreement, both parties, any Joint Labor/Management Team meeting may be cancelled.

The labor/management team is recognized as a function of the Fire Department. Off-duty employees will be compensated at one and one-half (1-1/2) times their straight time rate for any authorized team activity.

ARTICLE 13 - FIREFIGHTER DUTIES

The duties of a firefighter, as that term is used with regard to employees covered by this Agreement, shall include extinguishing and investigating fires, the performance of overhaul and salvage work at the fire site, assisting in the providing of emergency medical treatment, and related functions. Firefighters shall drive, operate, and maintain all fire fighting apparatus and fire fighting tools, as well as all trucks, cars, and other vehicles utilized by the Fire Department. Firefighters may be required to train other firefighters and to demonstrate fire prevention techniques to the public. Firefighters shall be responsible for the day to day housekeeping duties at all fire stations and for the maintenance of grounds associated with the Fire Department and to perform any other duties related to the Fire Department that are assigned to them.

ARTICLE 14 - SENIORITY

Section 1

Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, as amended.

Section 2

Any reassignment in days, platoons, shifts or stations shall be subject to seniority and qualifications.

Section 3

Annually, the employees shall be allowed to bid dispatch or their stations for duty assignments on their shifts. If no one from that shift bids any position, the assignment defaults to the lowest seniority employee on that shift. If there is an opening because of changes in assignment or attrition, those members of that shift shall have first bid on that open assignment.

Section 4

When there is an opening on a shift caused by reassignment, retirement, early out, medical retirement, or layoff, etc., the position shall be posted within ten (10) days of said opening occurring. The opening shall be posted for a ten (10) day period. After this ten (10) day posting period, if the opening is not filled by job posting, the opening shall be awarded on a first-come, first-served basis until the position is filled. This process shall not apply to openings caused by long-term illness or injury. If an employee is reassigned by the Township to another shift because of temporary long-term staffing shortages, that employee shall have the first bid back to their shift regardless of seniority. The township will maintain a minimum deployment of five (5) fire suppression personnel at the Central Fire Station, two (2) at Station Three and two (2) at Station Four.

ARTICLE 14 – SENIORITY (con't)

Any remaining fire personnel at the Central Fire Station will be used to fill absences at substations created by employee leave time. Overtime will be called for in accordance with the provisions of Article 28 of this agreement, to maintain this minimum deployment of nine (9) fire suppression personnel on duty per shift. At the request of either party, the parties shall meet to discuss this staffing allocation. If the parties agree to a change in the allocation, they shall incorporate the change into a supplemental letter of agreement.

ARTICLE 15 - HOURS OF EMPLOYMENT

Section 1

The work schedule of employees for the Fire Department shall be as prescribed by Act 125, Public Acts of 1925, as amended by Act 604, Public Acts of 1978, as amended.

Section 2

Employees shall be permitted to voluntarily trade work or leave days subject to the approval of the Fire Chief or the Fire Chief's designated representative. Employees who fail to follow the procedures set out for receiving approval and documenting the trading of leave or workdays shall be docked pay for the period that they have a substitute working for them.

Trade requests for shift officers shall not be approved if it creates a situation where there is no shift officer on duty.

ARTICLE 16 - 40 HOUR PERSONNEL

When the Township creates a forty- (40) hour a week position the terms of the Collective Bargaining Agreement shall apply with the following exceptions or as specifically agreed otherwise.

Section 1

Forty (40) hour personnel shall be paid overtime at the rate of 1-1/2 times their hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall not be converted to compensatory time. Forty-hour personnel shall not be eligible for firefighter overtime.

Section 2

The shift officer, Captain/Lieutenant, shall assume command of all incidents. Forty-hour personnel, when called to an incident, shall report to the Incident Commander for assignment.

Section 3

Forty (40) hour personnel shall receive the following holidays off with pay: New Years Eve, New Years Day, Martin Luther King Jr. Day, President's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day. In the event that a holiday falls on the employees regularly scheduled day off, they shall receive the day prior to the holiday off with pay. When two holidays fall in succession on the employees regularly scheduled days off, they shall receive the last scheduled workday prior to the holidays and the first scheduled workday following the holidays off with pay.

Section 4

Such employee will accrue twelve (12) hours sick leave per month to a maximum of 1720 hours. All of the hours accrued over 1720 will be paid in the same manner as provided in Article 35 Section 6.

ARTICLE 16 - 40 HOUR PERSONNEL (con't)

Section 5

Forty (40) hour personnel shall be eligible for annual vacation with pay on the following basis:

After 1 year	-	80 hours annually
After 5 years	-	120 hours annually
After 10 years	-	160 hours annually
After 15 years	-	200 hours annually

Vacation time may be taken in a minimum of four (4) hour segments. No more than eighty (80) consecutive hours may be taken in a thirty- (30) day period without permission of the Fire Chief. Employees will be permitted to bank 100 hours each year pursuant to the language in Article 34, Section 5.

Section 6

Forty (40) hour personnel shall receive twenty-four (24) hours of personal time annually. This time shall be non-cumulative from year to year. Personal time may be taken in a minimum of four (4) hour segments.

Section 7

In lieu of a food allowance, forty (40) hour personnel shall receive a lump sum payment equivalent to 50% of the annual food allowance per Article 31 of this agreement.

ARTICLE 17 - FIRE MARSHAL

Section 1

The position of Fire Marshal for promotional purposes shall be equal to the rank of Captain. The Fire Marshal shall work a forty- (40) hour workweek. The Fire Marshal shall receive a base hourly rate, plus longevity and training increments.

Section 2

Wage increases for the Fire Marshal shall be tied to the bargaining unit contract using a multiplier of 1.5 of the wage increase for captains. The 1.5 multiplier shall also apply to longevity steps and training increments.

Section 3

The Fire Marshal's work schedule is forty (40) hours per week, Monday through Friday, eight (8) hours per day. Regular work hours are to be established between 0800 and 1700 hours. The Fire Marshal shall be paid for call-ins, investigations, and any meeting after regularly scheduled work hours where attendance is required and approved by the Fire Chief, at 1-1/2 times the employee's straight-time rate, but shall not receive compensatory time.

Section 4

The Fire Marshal will be provided a vehicle for duty use. The fire Chief will determine the availability of the vehicle for driving to and from work.

Section 5

The Fire Marshal shall be considered as a forty (40) hour employee under Article 16. Except as provided for in this Article and in Article 16, the Fire Marshal shall be covered by all the other terms and conditions of employment of the Collective Bargaining Agreement.

ARTICLE 17 - FIRE MARSHAL (con't)

Section 6

In addition to the provisions of Article 32, the Fire Marshal shall receive annually a \$200.00 clothing allowance.

ARTICLE 18 - NEW HIRES

Section 1

It shall be a condition of continued employment that within twelve (12) months of date of hire as a full-time firefighter each new hire must pass both Firefighter Part 1 and Part 2 of the state examination as required by Act 291 of the Public Acts of 1966 as amended. In the event a firefighter candidate fails to achieve a passing score, they shall be given the opportunity of retaking the state examinations. If the firefighter candidate fails to pass the examinations on their second attempt, this shall be cause for discharge. New hires who have previously passed Firefighter Part 1 and Part 2 state examinations and who provide the Township with certification may be exempt from taking and passing the state examinations within twelve (12) months after their date of hire.

Section 2

An evaluation committee composed of the officer(s) and two (2) firefighters from the assigned shift shall be established for each probationary employee. A recommendation as to whether the employee has successfully completed the probationary period shall be given to the Fire Chief or his designated representative prior to the end of the employee's probationary period. Each firefighter shall have a one (1) year probationary period to determine if that individual meets the standards of the Fire Department.

Section 3

If a firefighter is hired without an EMT license, they shall be required to take the courses and to pass such tests as are necessary to become a licensed EMT whenever such courses are made available to them and paid for by the Township. As a condition of continued employment, all employees hired after March 31, 1984 shall be required to obtain and to maintain an EMT license.

ARTICLE 18 - NEW HIRES (con't)

Section 4

Employees shall notify the Township immediately upon revocation or suspension of their driver's license or at any other time the employee does not possess a valid Michigan driver's license.

Section 5

If a firefighter is hired without Firefighter II Certification, they shall be sent to a Firefighter Academy or other program to secure a Firefighter II Certification. Upon receiving the certification, the firefighter shall be given a one hundred-sixty (160) hour orientation program (4 weeks, 40-hour shift) and then assigned to a shift for thirty (30) calendar days for the purpose of evaluation. The evaluation committee shall submit to the Fire Chief a written report on this firefighter within five (5) calendar days of the conclusion of this thirty- (30) day evaluation period. At the end of the thirty (30) day period, the Fire Chief and the evaluation committee shall determine if the firefighter is ready for permanent assignment. The firefighter may be assigned sooner if the evaluation committee and the Fire Chief agree prior to the end of the thirty- (30) days that the firefighter is ready for permanent assignment. When it is determined that the firefighter is ready for permanent assignment, they shall be counted on the floor for staffing purposes and assigned wherever needed.

If a firefighter is hired with Firefighter II Certification, they shall be given a one hundred-sixty (160) hour orientation program (4weeks, 40-hour shift) and then assigned to a shift for a sixty (60) calendar day period for purposes of evaluation. During this sixty- (60) day period, if the evaluation committee determines that the firefighter does not meet the standards of the fire department, they may submit to the Fire Chief a written report and request the firefighter is sent to a firefighter academy or for additional training. Upon completion of the sixty- (60) day evaluation period, the evaluation committee shall

ARTICLE 18 – NEW HIRES (con't)

submit within five (5) calendar days a written report to the Fire Chief. Together, the Fire Chief and the evaluation committee shall determine if the firefighter is ready for permanent assignment. The firefighter may be assigned sooner if the Fire Chief and the evaluation committee agree prior to the end of the sixty (60) days that the firefighter is ready for permanent assignment. When it is determined that the firefighter is ready for permanent assignment, they shall be counted on the floor for staffing purposes and assigned wherever needed.

In the absence of the Fire Chief, the Joint Labor Management Team shall designate a shift officer to make these evaluations and determinations.

Section 6

If any employee is injured or becomes ill during their probationary period and is absent for longer than fourteen (14) calendar days they will have their probation extended for a period equal to the duration of their illness or injury.

ARTICLE 19 - FILLING OF VACANCIES

Section 1

It is agreed by the parties that the provisions of the Township Civil Service Commission procedures shall be modified so as to allow the Civil Service Commission to accept outside applications for the position of Fire Chief in addition to applications from within the Department when the position becomes open. Outside applications must be from individuals in positions functionally equivalent to or above the rank of captain in the Ypsilanti Township Fire Department. For purposes of testing for the fire chief position, the fire marshal position and the captain position in the Ypsilanti Township Fire Department shall be considered equal in rank. The Commission shall adhere to the provisions of Act 78 in all other aspects.

Section 2

It is further understood that should the Township change the requirements for the Fire Chief position, such changes shall not be effective unless they are made more than two (2) years prior to the posting of a vacancy in that position.

Section 3

The parties agree that the Civil Service Commission shall be directed and required to maintain continuous eligibility lists for all fire suppression positions including firefighter, lieutenant and captain. The Township agrees that it will take the necessary steps to start the process to fill any vacancy in any position, excluding the Fire Chief, within two (2) weeks of the date when the vacancy occurs. The Township agrees to complete the entry level appointment process within forty-five (45) calendar days and the promotional process within seven (7) calendar days of starting the process.

The parties further agree that it will take appropriate action to insure that the Civil Service Commission meet these requirements. It is understood that the requirement of filling a firefighter vacancy shall not apply so long as the Township maintains a minimum

ARTICLE 19 – FILLING OF VACANCIES (con't)

of thirty-three (33) fire suppression personnel inclusive of officers and firefighters, and excluding the Fire Chief. The Township agrees that it will take all necessary action to fill forty (40) hour positions within six (6) months of the date when the vacancy occurred.

Section 4

In addition to the applicable provisions of Public Act 78, the Civil Service Commission shall include the Michigan Firefighter Training Council Fire Officer I certification as a requirement for any candidate to be certified as eligible for appointment to the position of lieutenant.

Section 5

In addition to the applicable provisions of Public Act 78, the Civil Service Commission shall include the Michigan Firefighter Training Council Fire Officer I and II certification as a requirement for any candidate to be certified as eligible for appointment to the position of captain.

Section 6

It is agreed that if a person promoted to a position above the rank of firefighter voluntarily steps down from that position, they shall return to the rank of firefighter. Further they shall not be eligible for future promotions for a period of two years from the date of which they stepped down. Any fire suppression officer wishing to step down may do so at any time. Any officer holding a forty-hour position may step down only when there exists a valid eligibility list from which to certify a replacement.

ARTICLE 20 - REHIRE OF EMPLOYEES

Section 1

An employee who voluntarily terminates their employment and is subsequently rehired by the Township shall start at the wage rate for a six (6) month employee plus the applicable longevity pay based upon their prior years of service at the time of their termination.

Section 2

All former employees who request rehire shall be required to take and pass the physical exam and physical fitness (agility) exam required of new hires on the current eligibility list before they will be rehired. Rehired employees shall be placed on probation for a one (1) year period. All other terms of employment of the above employee shall be in accordance with Act 78.

ARTICLE 21 - LAYOFF BENEFITS

Section 1

In the event of a layoff, employees will receive pay for all accrued vacation days. Employees may request pay for all unused compensatory time and sick days at the rate of one hundred percent (100%). If employees are recalled to work, they may have their sick days or any portion thereof reinstated by repaying to the Township the money paid to them within ninety (90) days of their return to work. Employees may have a pro rata amount of sick time returned to them by paying a portion of this amount, but all money must be paid within ninety (90) days.

Section 2

Employees who are laid off shall receive all medical, dental, and vision benefits afforded to full-time personnel for a period of three (3) months. Employees may continue these benefits past three (3) months by making arrangements to pay the premiums in advance each month to the Township.

Section 3

Employees on layoff will continue to accrue service time through the layoff for a period equal to their seniority at the time of his layoff.

ARTICLE 22 - SUBCONTRACTING

The Employer shall not contract out work if there are qualified employees at work or in layoff who can perform the work in question, unless there is a special agreement with the union.

ARTICLE 23 - WORK STOPPAGE

Section 1

The Union agrees that during the life of this Agreement neither the Union, nor its officers or agents, will authorize, instigate or engage in a strike, slowdown, or other material interference with the essential fire fighting operations of the Employer. The Employer agrees that during the same period there shall be no lockouts.

Section 2

It is further agreed that if during the term of this Agreement the present Michigan Compulsory Arbitration Act shall lapse, expire or be repealed or not renewed or reenacted, then the parties agree that the terms and conditions of employment, including wages and hours, shall be subject to:

Mediation for a period of at least thirty (30) days and thereafter subject to compulsory, final and binding arbitration before a three (3) member arbitration panel, as outlined in Act 312 of Public Acts of 1947 as amended, and that the Township and Union will share the arbitration expenses equally. The neutral arbitrators shall be designated by the Michigan Employment Relations Commission (MERC) according to their procedures.

ARTICLE 24 - DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause. Employee discipline shall be handled in accordance with P.A. 1935, No. 78 (Act 78), except that an employee against whom charges have been preferred under Act 78, in lieu of requesting a hearing before the Act 78 Civil Service Commission under that Act, may waive their right to that hearing and elect to process a grievance in accordance with Article 25, provided that it is understood that whichever avenue is selected will bar proceedings or relief under the other avenue. The election of remedies between the Grievance Procedure and Act 78 shall take place upon the filing by the employee of a request for a hearing before the Act 78 Civil Service Commission, or upon filing by the employee, or the Union on the employee's behalf, of a written grievance, whichever occurs first.

ARTICLE 25 - GRIEVANCE AND ARBITRATION

Section 1

- (a) An individual employee grievance must be presented in writing within seven (7) calendar days from the date of the occurrence of the event giving rise to the grievance. Management shall answer within seven (7) days from the receipt of the grievance in writing. In the event grievances are not presented within the seven (7) day limit, it shall be considered that no grievance exists, with the exception of discrepancies in wage payments on which there will be a forty-five (45) calendar day time limit from the event giving rise to the grievance for presentation of the grievance. If there is no reply by Management within the seven (7) day limit, it shall be considered that the grievance is upheld.
- (b) If the seventh (7th) day falls on the weekend or a holiday, the date for submission of a grievance shall be extended to the first (1st) following workday that the Township offices are open.

Section 2

- (a) Such grievances shall be presented in the following manner: First verbally to the Officer in charge of the shift; then verbally to the Fire Chief; then in writing to the Fire Chief; and next to the Human Resources Director; next to the Township Supervisor; and then if still unresolved, it shall be submitted to arbitration as hereinafter provided.
- (b) Each step under Section 2 (a) shall comply with the time limitation set forth in Section 1 (a) and 1 (b).

Section 3

Any grievance not settled during the foregoing steps may be submitted to Arbitration, by written notice to the other party within thirty (30) days after receipt of the answer of the

ARTICLE 25 – GRIEVANCE AND ARBITRATION (con't)

Township Supervisor. The party desiring arbitration shall then file a request for arbitration with the American Arbitration Association. A request for arbitration by either party to the Contract shall be binding on both parties.

Section 4

Selection of an arbitrator is to be made through the American Arbitration Association, in accordance with the policies of the American Arbitration Association, and both parties agree to furnish all papers and information necessary for the selection of an arbitrator.

Section 5

It shall be the duty of the arbitrator selected to establish a date, time, and place for the hearings to take place, and notify all parties concerned.

Section 6

The arbitrators shall, within thirty (30) days after the hearings have concluded, render a decision, and notify all parties in writing of the decision. The decision of the arbitrator shall be final and binding on all parties, and any provisions of the arbitrator's decision shall be implemented immediately.

Section 7

During the procedures of grievance or arbitration, such evidence and witnesses may be presented as deemed necessary by both parties involved.

Section 8

Cost of arbitration shall be equally divided between the Union and the Township; and their respective shares shall be paid forthwith upon presentation of a statement for the amount of such costs.

ARTICLE 25 – GRIEVANCE AND ARBITRATION (con't)

Section 9

Time limits set forth in the Grievance Procedure may be extended by mutual consent; however, such extension must be reduced to writing and signed by both parties to the contract, with copies to all parties involved.

Section 10

The Union shall have exclusive authority on behalf of employees in the bargaining unit to initiate, prosecute and adjust grievances under this Article. Grievances procedures in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedure or remedies afforded to any employee by law except as provided in Article 24.

ARTICLE 26 - SPECIAL CONFERENCES

Section 1

Special conferences may be arranged between the Union and the Employer, upon request of either party. Such meetings shall be between at least three (3) representatives of the Employer and at least three (3) representatives of the Union. Arrangements for such meetings shall be made by mutual consent, in advance, and agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Discussions shall be confined to the agenda.

Section 2

Any matters or actions mutually agreed to may be initiated with proper action of the Union and the Township without respect to the time limits set forth in this Agreement.

ARTICLE 27 - WAGES

Section 1 – Wage Schedule

Each employee shall receive a cent per hour base wage increase January 1, 2005 and each successive January 1st in years 2006, 2007 and 2008 per the following table:

	2005	2006	2007	2008
Firefighter start	.53	.54	.56	.57
Firefighter 6 months	.53	.54	.56	.57
Firefighter 12 months	.53	.54	.56	.57
Firefighter 18 months	.53	.54	.56	.57
Firefighter 24 months	.53	.54	.56	.57
Firefighter 30 months	.53	.54	.56	.57
Firefighter 36 months	.53	.54	.56	.57
Lieutenant	.56	.58	.59	.61
Captain	.59	.61	.63	.65
Fire Marshal	.88	.92	.95	.98

In addition to the cent per hour base wage increase listed above, officers shall receive a 1% promotional differential wage adjustment January 1, 2005, 2006, 2007 and 2008 as expressed in cents per hour in the table below.

	2005	2006	2007	2008
Lieutenant	.19	.20	.22	.23
Captain	.20	.21	.22	.23
Fire Marshal	.30	.32	.33	.35

The base hourly rates inclusive of the cents per hour base wage increase and officer promotional differential wage adjustments shall be as follows:

	2005	2006	2007	2008
Firefighter start	13.57	14.11	14.67	15.24
Firefighter 6 months	13.90	14.44	15.00	15.57
Firefighter 12 months	14.98	15.52	16.08	16.65
Firefighter 18 months	15.37	15.91	16.47	17.04
Firefighter 24 months	16.12	16.66	17.22	17.79
Firefighter 30 months	16.42	16.96	17.52	18.09
Firefighter 36 months	18.06	18.60	19.16	19.73
Lieutenant	19.40	20.18	20.99	21.83
Captain	20.45	21.27	22.12	23.00
Fire Marshal	31.57	32.80	34.07	35.40

ARTICLE 27 – WAGES (con't)

For purpose of clarification, new hires during the one hundred-sixty hour orientation program (4 weeks/40-hour shift) shall be paid based on an hourly wage rate equivalent to a 53-hour work week at start wage divided by 40 hours. (Ex: $\$13.57 \times 53/40 = \17.28 per hour)

Section 2 - Longevity Pay

Employees in addition to their base hourly rates shall receive longevity pay as follows:

Five (5) years of service	-	\$.40 per hour
Ten (10) years of service	-	\$.80 per hour
Fifteen (15) years of service	-	\$1.20 per hour
Twenty (20) years of service	-	\$1.60 per hour

- (a) Employees shall become eligible to earn their longevity steps on the completion of each five- (5) years of service.
- (b) Employees who become eligible to receive the longevity pay shall receive such longevity increment on the first pay next following the anniversary date in which said employee becomes eligible.

Section 3 - Training Increments

Employees who achieve and maintain the following levels of training, licensure or certification shall receive in addition to their base hourly rate the following pay:

EMT	.45 per hour
Associate Degree or Bachelor Degree in Fire Prevention, Fire Administration, or Public Safety Administration	.35 per hour

Section 4

Any employee required to work in a capacity above their normal rank shall be compensated accordingly.

ARTICLE 28 - OVERTIME AND COMPENSATORY TIME

Section 1 - Overtime Pay

- (a) The standard workweek shall remain on an average of 56 hours per week for all firefighters working a normal 24-hour work shift. Overtime pay shall be paid to employees of the Fire Department for all work in excess of their regularly scheduled workday (24 consecutive hours) or for an excess of 212 hours in a 28 day period as required by Act No. 604 of the Public Acts of 1978. For purposes of complying with that Act No. 604, the parties acknowledge that all hours for which the employee receive compensation directly from the Township shall be counted as hours worked, excluding payments made pursuant to Article 36, Section 1. Such overtime shall be paid at 1-1/2 times the employee's straight time hourly rate. For purposes of this Agreement, the employee's straight time hourly rate shall be the rate set forth in Article 27 plus the applicable longevity and training increments.
- (b) Employees shall not be eligible for overtime until completion of requirements set forth in Article 18, Section 5, with the exception of emergency call-in or special duty assignment.
- (c) The Department shall maintain an accurate record of overtime hours charged to the employee. The Union shall determine the method of assigning overtime and charging the hours worked. The Union shall submit the policy and any subsequent changes to the Fire Chief.

Section 2 - Hold-Over Pay

An employee who is held over at the end of shift or during a scheduled time-off shall be paid the applicable overtime rate for all time worked with a minimum of 1/2 hour pay.

ARTICLE 28 – OVERTIME AND COMPENSATORY TIME (con't)

Section 3 - Emergency Call-In Pay

An employee who is called in for an emergency situation shall be guaranteed a minimum of four (4) hours of pay at the applicable overtime rate. An emergency situation shall be defined as any situation in which there is an urgent or immediate need to utilize off-duty personnel, as determined by the Fire Chief or the Officer in Charge. Employees shall be expected to immediately report to duty when contacted during an emergency call-in situation, except those employees who are sick, injured or otherwise physically incapacitated to the extent that they can not perform the duties required. To insure the most efficient response, off duty personnel shall be called based on their proximity to the fire station(s). Call in pay shall start fifteen (15) minutes prior to the employee's arrival at the station or assignment and upon notification of the Officer in Charge or dispatch.

Section 4 - Non-Emergency Call In Pay

An employee who is called in for non-emergency situation shall be guaranteed a minimum of two (2) hours of pay at the applicable overtime rate. A non-emergency situation is any temporary assignment, which requires the use of off duty personnel and is not an emergency operation. Examples include, but shall not be limited to: fire prevention, training, public education. Filling of this overtime shall be done through established procedures as outlined above in Section 1 (c).

Section 5 - Compensatory time

Employees who work overtime shall have the option of receiving compensatory time instead of overtime pay. Employees may receive one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked. Compensatory time can be used by requesting the time off and receiving the approval of the Fire Chief or his/her designee. This request can be made no sooner than forty-eight (48) hours nor less than one (1) hour prior to the time requested off. Compensatory time will not be granted if it causes overtime.

ARTICLE 28 – OVERTIME AND COMPENSATORY TIME (con't)

Exception: For purposes of determining the need for overtime, employees requesting compensatory time shall not be penalized due to “short staffing” caused by military deployment, retirements, unscheduled terminations and/or duty disability leaves.

Employees shall be allowed to accumulate at any one time a maximum of 480 hours of compensatory time. Once the employee accumulates the maximum amount of compensatory time, the overtime will be paid to the employee until the compensatory time bank is reduced to less than 480. Employees will be able to use their compensatory time in a minimum of a four-hour segment, with additional time scheduled in a minimum of two (2) hour increments. Compensatory time off shall not be started later than 2000 hours. Employees on compensatory time must be scheduled to return by 2230 hours or be scheduled off for the remainder of the shift.

Employee may request pay out of compensatory time bi-annually, provided the employee submits a written request to the Human Resources Department. If a written request is submitted no later than May 15th, the payout shall be made no later than the second pay period of June. If a written request is received by the Human Resources Department no later than November 15th, the payout shall be paid no later than the second pay period of December. At no time shall more than 480 hours of compensatory time be paid out to any employee within any twelve- (12) month period.

ARTICLE 29 - HOLIDAY PAY

Section 1

All 24-hour employees of the Fire Department shall receive holiday pay in the sum of nine (9) twenty-four hour days at straight time pay. For the purpose of this section, the nine holidays are: January 1; Martin Luther King Jr. Holiday (as celebrated on the third Monday of January); President's Day (as celebrated on the third Monday of February); Easter Sunday; Memorial Day (as celebrated on the last Monday of May); July 4; Labor Day; Thanksgiving; and Christmas Day. Payment shall be made in two increments, 120 hours in March and 96 hours in October. Any employee who leaves employment from the Township shall be paid for the holiday in which they were employed. Any advanced holiday pay will be repaid to the Township.

Section 2

Employees who are scheduled to work and actually work on January 1; Martin Luther King Jr. holiday (as celebrated on the third Monday of January); President's Day (as celebrated on the third Monday of February); Easter Sunday; Memorial Day (as celebrated on the last Monday of May); July 4; Labor Day; Thanksgiving; Christmas Day; shall be paid one and one-half (1-1/2) times their regular straight time rate for the hours worked on this shift. This additional pay shall not be converted to compensatory time. A holiday is considered as the twenty-four (24) hour period starting at 0800 hours on the date of the holiday.

Section 3

Any employee who works overtime on any holiday as set forth in Section 2 shall be paid at a rate of two times their regular straight time rate for hours worked.

ARTICLE 30 - COURT APPEARANCE AND JURY RELEASE TIME

Section 1

If an employee is called to serve on a jury on a regularly scheduled duty day and they actually serves on jury duty beyond 5:00 p.m., they shall be released from duty for the entire shift without loss of pay. If, however, they are released before 5:00 p.m., then they shall return to duty. Any compensation received by the employee from the court, less mileage reimbursement, shall be turned over to the department.

Section 2

If an employee is required by subpoena to appear in court on an off-duty day as a result of a job-related incident, providing they are not a party to the proceeding, they shall turn over to the Department any compensation received from the court or the parties less mileage reimbursement, and be paid by the Department at one and one-half (1-1/2) times their regular hourly rate for the time they are required to be in court. The employee shall be paid a minimum of two hours of pay for this appearance. To be compensated for any time over two hours, the employee will provide verification to the Department of such time through a filled out court appearance form furnished by the Court.

ARTICLE 31 - FOOD ALLOWANCE

Section 1

The Township shall pay each employee an annual Food Allowance in the amount of \$1,300.00. Food allowance is payable with the December bills.

Section 2

New employees, after completion of their one (1) year probationary period, will receive the Food Allowance prorated from the date of hire.

ARTICLE 32 - PROTECTIVE CLOTHING AND UNIFORMS

Section 1

The Township shall furnish and maintain all protective clothing in accordance with MIOSHA Part 74. The employee shall be responsible for all items issued by the Employer that are lost or damaged due to negligence or abuse on the part of the employee.

Section 2

The Township shall in addition thereto pay each employee of the Fire Department after one (1) year of service in the Department, a uniform allowance, \$200.00 per year. Uniform allowance is payable with the December bills. New employees, after completion of their probationary period, will receive the clothing allowance prorated from the date of hire.

Section 3

The Township shall furnish and maintain work uniforms at no less than the existing level. Any change in type or style of work uniform shall be agreed upon between the union and the Township.

Section 4

If the Township changes the style of the required dress uniform, any employee who has a currently required dress uniform in wearable condition will have a new dress uniform purchased for them.

ARTICLE 33 - PERSONAL LEAVE

An employee shall be permitted seventy-two (72) hours of personal leave per year after one (1) year of services. A request for personal leave must be made to the Fire Chief, or his authorized representative, not prior to twelve (12) calendar days nor less than one (1) hour prior to the time requested off. A request for personal leave shall be granted if the granting will result in the employer not having more than three (3) firefighter “scheduled off” for that time. Personal leave shall not be granted for a paid holiday designated in the Contract. Personal leave once granted to an employee may be canceled no less than twenty-four (24) hours prior to the scheduled starting time, except in extreme emergency with the approval of the Fire Chief and/or their designated representative.

Personal leave may be taken as a twenty-four (24) hour day or in twelve (12) hour segments commencing at either 0800 or 2000 hours. Personal leave requests received after 0800 hours for the second half of that shift shall not be granted if the granting creates an overtime position that cannot be filled by off duty personnel.

ARTICLE 34 - VACATION LEAVE

Section 1 - Eligibility and Amount

(a) Employees shall be eligible for annual vacation days with pay on the following basis:

After 1 year of service	-	6 Days
After 3 years of service	-	8 Days
After 5 years of service	-	10 Days
After 10 years of service	-	11 Days
After 15 years of service	-	12 Days
After 20 years of service	-	14 Days

(b) Employees shall be eligible for the increase in their vacation days based upon their years of service as of their anniversary date. Employees shall be eligible to use these additional days after their anniversary dates.

(c) In the case of an employee who has less than one (1) year of service at the time of vacation scheduling, the employee shall receive a proportionate number of vacation days, in relation to that portion of the year the employee has been employed, to be scheduled between their one year anniversary date and December 31st of that year.

Section 2 - Scheduling

(a) No more than two firefighters may be scheduled on vacation leave during the same time. Vacation leave may be scheduled when it does not create more than three (3) firefighters scheduled on personal leave, vacation leave, and compensatory time combined during the same time.

ARTICLE 34 – VACATION (con't)

- (b) Two officers on the same shift shall not be scheduled on vacation leave during the same time.

- (c) Vacation leave may be canceled no less than four (4) calendar days prior to the scheduled starting time, except in emergency situations with the approval of the Fire Chief and/or their designated representative. Firefighters on the affected shift should be notified by the Officer In Charge upon cancellation of any vacation leave that creates an opening that did not already exist for that time. Such time shall be awarded according to seniority to those requesting within the first eight (8) hours after notification. After this initial eight (8) hour period, such time shall be awarded to those requesting on a “first come-first served” basis.

Section 3 - Choosing Vacations

The annual choosing of vacation leave for the following year should be started by December 1st and completed by December 20th whenever possible. Vacation leave shall be chosen starting with the most senior firefighter on each shift as of December 1st, and continuing down the seniority list until each firefighter has chosen their vacation as listed below:

Step (1)

For initial scheduling purposes firefighters shall be allotted the following summer (April through September) and winter vacations:

After 1 year of service	-	3 summer & 3 winter days
After 3 years of service	-	4 summer & 4 winter days
After 5 years of service	-	5 summer & 5 winter days
After 10 years of service	-	6 summer & 5 winter days
After 15 years of service	-	6 summer & 6 winter days
After 20 years of service	-	7 summer & 7 winter days

ARTICLE 34 – VACATION (con't)

Each employee may choose one (1) winter and one (1) summer vacation. Employees may choose up to their maximum allotted days for each period as outlined above. The choice of days must be consecutive. An employee may choose less than the maximum allotted days and either choose the remaining days in Step 2 or leave them unscheduled. It shall be the responsibility of the firefighter to schedule and use the remaining days within the terms of the collective bargaining agreement by December 31 of the year the vacation is to be taken or lose them.

Step (2)

After the completion of Step 1, any days open for vacation may then be scheduled according to seniority. These days need not be scheduled consecutively nor within the winter/summer time constraints of the initial Step 1 scheduling. After the lowest seniority firefighter on the shift has made their selections the Officer In Charge shall post the scheduled vacation leave for the shift.

Step (3)

After the completion of Step 2, any days open for vacation may be chosen on a “first come-first served” basis.

Section 4 - Vacation 1/2 Days

Up to forty-eight (48) hours of vacation leave may be chosen in twelve (12) hour segments commencing at either 0800 or 2000 hours on Saturday and Sunday, or at 2000 hours on weekdays. A request for this leave must be made to the Fire Chief, or their designated representative, not prior to twelve (12) calendar days nor less than one (1) hour prior to the requested time off. These requests shall not be granted if they create an overtime situation.

ARTICLE 34 – VACATION (con't)

Section 5 - Banked Vacation Days

Employees who have completed 22 years of credited service shall be allowed to bank up to six (6) vacation days in each of their 23rd and 24th year of credited service in accordance with Article 42, Section 2 or Article 35, Section 8 (c). At the end of their 24th year of credited service, the vacation days previously banked shall remain banked and they shall not be allowed to bank any additional vacation days. Banked vacation days shall be paid to the employee in conjunction with their early out or terminal leave options.

ARTICLE 35 - SICK LEAVE

Section 1

Any full-time officer or regular firefighter who has been continuously on the active payroll of the Ypsilanti Township Fire Department for six (6) months, and is unable to work because of a bona fide non-occupational personal illness or injury or the serious illness or injury or death of any member of their immediate family, shall be entitled to sick leave with pay in accordance with the provisions herein set forth.

Section 2

A new employee will receive three (3) working days of sick leave credit on the first day of the month in which the employee completes the first six (6) month of employment. Each employee will thereafter receive one (1) working day of sick leave credit for each month of subsequent service.

Section 3

Any employee to receive benefits under the plan may draw upon their accumulated sick leave credits if they are absent during their scheduled days because of:

- (a) Their bona fide non-occupational personal illness or injury;
- (b) The illness or injury of a member of their immediate family, namely: spouse, child, step-child, or any family member who lives with or under the support of said employee.
- (c) The serious illness or injury of a member of their immediate family, namely: parent, parent-in-law, brother, sister, or grandchild subject to verification by medical certificate of illness.

ARTICLE 35 – SICK LEAVE (con't)

Section 4

An employee who calls in sick may report for duty under the following scenarios:

- (a) If, when the employee calls in, they are able to designate a time they will be reporting for duty, or

- (b) If the employee calls in and later determines they are able to report to work:
 - (1) If overtime was called, the return shall be at the discretion of the employee called for overtime and shall be coordinated through the shift officer. OR

 - (2) If no overtime was called, the employee shall notify the shift officer and shall report for duty.

When an employee leaves work because of illness before the completion of their shift, whether they return to work or not, they shall be charged for the time missed against their accumulated sick leave.

Section 5

The Department may investigate any illness or injury and may require a certificate from a doctor that the illness or injury is bona fide. **Upon receiving a request for sick leave from an employee, the department shall have twenty-four (24) hours to notify the employee that a doctor's certificate is required.** Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any injury incurred while self-employed, or employed by other than the Department. Any time taken off under the pretext of sickness when an employee does not have sick leave credits shall be considered unapproved time off unless the employee returns to work with a doctor's certificate stating that it was necessary for them to be off work on leave without pay. Proper disciplinary action will be taken by the department in any case where it finds abuse.

ARTICLE 35 – SICK LEAVE (con't)

Section 6

Sick time will be allowed to accumulate to a maximum of one hundred (100) days. Payment will be made on July 1 of each year for one hundred percent (100%) of all accumulated sick time in excess of one hundred (100) days. The period used for determining the payment will be January 1 to December 31 of the preceding year. All sick days due employees shall be entered in the sick leave book not later than December 31 of the year in which they are accumulated and this total shall be used as the basis of sick leave pay out. These days shall be paid at the employee's current rate on the date of payment.

Section 7

Upon retirement, an employee would have the option to receive either a lump sum payment of fifty percent (50%) of their accumulated sick time, as heretofore defined, or to begin a terminal leave which would pay one hundred percent (100%) of the accumulated sick time on a weekly basis.

Section 8

- (a) Retirement benefits and terminal leave, if opted, will be drawn simultaneously upon retirement from the Department. It is understood that a person on terminal leave will be considered a retiree as defined in the contract.

- (b) Terminal leave, as used herein, is defined as the means of drawing one hundred percent (100%) of accumulated sick leave upon actual retirement from the Township.

ARTICLE 35 – SICK LEAVE (con't)

- (c) An employee in their twenty-fifth (25th) year of retirement credited service shall have an “early out” option of using all or part of their accumulated sick leave credit and/or banked vacation days immediately prior to their approved retirement date for their last scheduled duty days. Any compensatory time may be converted to sick time and used in conjunction with the early out” option. The employee must notify the Employer of their intent at least sixty (60) calendar days prior to utilization of these sick leave credits and/or banked vacation days in this manner so that the Employer may make scheduling arrangements. While on this leave, the employee shall be eligible for all fringe benefits except that they shall not accrue sick days or vacation days. An employee who chooses this option may not return to service without the approval of the Fire Chief.

Section 9

Any employee who leaves the Department for reasons other than just cause termination, retirement, medical reasons, or as in Section 8(c) above, will be paid for one-half (1/2) of their unused sick leave. They shall not be allowed the terminal leave option. Employees terminated for just cause shall not be paid for any unused sick leave.

Section 10

In case of death while actively employed, the employees beneficiary shall be paid one hundred (100%) of the employees unused sick leave.

ARTICLE 36 - DUTY DISABILITY LEAVE

Section 1

An employee who is absent from work because of occupational injury or disease arising out of and in the course of employment, compensable under the Worker's Compensation Act of the State of Michigan, will be paid straight time wages for the loss of all scheduled work hours caused by such injury or disease, less the amount of payments made under the Worker's Compensation Act. To remain eligible for salary continuation during the period of compensable injury, the employee must submit a monthly doctor's statement to the Human Resources Department certifying their continued disability and incapacity to perform their duties. Failure to provide this certification may result in the termination of the salary continuation. An employee shall not be charged sick time if injured on the job.

Section 2

Employees who go on workers' compensation shall have their unused vacation days frozen at the time they go on workers' compensation. They shall not accrue any vacation or sick days after being on workers' compensation leave for six (6) months. If the employee returns to work in a subsequent calendar year, he/she will be allowed to utilize those previously frozen vacation days along with those accrued during the time actually worked by the employee in the previous year. This amount utilized shall not however, exceed the employee's normal annual allotment of vacation days.

ARTICLE 37 - LIMITED DUTY

When an employee of the department is temporarily unable to perform the essential duties of their position due to injury, illness or pregnancy, documented by a physician's certification, the employee may request a limited duty assignment. The Township shall assess its needs, available assignments and tasks within the Fire Department to determine if a limited duty assignment can be made available and then determine if the individual is capable of performing this work. A limited duty assignment can not displace a person in a bid position unless agreed to by the person occupying the position and the union.

The Management of the Fire Department shall prescribe hours of work for limited duty assignments. An employee on a twenty-four (24) hour shift when assigned to a limited duty assignment of forty (40) hours or less per week will be paid their hourly rate at a multiplier of 1.5 for all hours worked. Consequently, any time taken off while on this limited duty assignment of forty (40) hours or less, will be charged to the employee's time bank at the same multiplier of 1.5 for all hours taken. Persons who work a forty (40) hour shift shall be paid their straight time for hours worked in a limited duty assignment. An employee on a limited duty assignment shall receive all other benefits normally received on regular duty assignment. In no event shall a limited duty assignment last more than six (6) months.

ARTICLE 38 - BEREAVEMENT

Section 1

In the event of the death in an employee's immediate family, namely; spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, or current spouse's parent a 56-hour employee shall be granted up to two (2) days of funeral leave credit to be used at the employee's discretion. Forty-hour employees shall be granted funeral leave credit for duty days falling within three calendar days prior to the day of the funeral and one (1) calendar day following the day of the funeral.

In the event of a death in the employee's extended family, namely; great grandparent, step- brother, step-sister, brother-in-law, sister-in-law, aunt or uncle in direct blood relation, a 56-hour employee shall be granted up to one (1) day of funeral leave credit to be used at the employee's discretion. Forty-hour employees shall be granted funeral leave credit for duty days falling within two (2) calendar days prior to the day of the funeral and ending on the day of the funeral.

Funeral leave days for the above named relatives are not to be deducted from the employee's accumulated sick time. Any additional leave time requested for the bereavement of a member of the employee's immediate family or for the bereavement of a person of significant relationship to the employee shall be deducted from the employee's time bank in the following sequence: sick time, personal time, vacation time.

An employee shall be eligible to receive the above benefits provided notification is given to the department prior to the date of the funeral and the employee provides verification of this fact to their supervisor.

ARTICLE 38 – BEREAVEMENT (con't)

Section 2

An employee scheduled off on vacation, personal leave or compensatory time who has a death in their family and is eligible for benefits in accordance with Section 1 of this article may reschedule their vacation, personal leave or compensatory time for a later date providing they notify the department prior to the date of the funeral and provides the department with verification of attendance.

ARTICLE 39 - INSURANCE

Section 1

The Township shall obtain and pay the full cost of providing term life insurance in the amount of \$35,000 death benefit for all employees who have completed ninety-days of employment. This insurance shall include coverage for accidental death and dismemberment.

Section 2

The Blue Cross Community Blue Plan 1 health insurance benefit with a \$10.00/\$20.00 Prescription Drug Rider and the VSP optical rider shall be provided for all employees and their families at no cost to the employees. This coverage shall become effective on the employee's date of hire.

Section 3

The Township will provide for each employee and family, dental insurance coverage at no cost to the employee. Dental insurance coverage shall be provided under the Delta Dental Program Class I, II, and III. The Township will provide the Delta Dental 100-50 plan. Dental coverage shall become effective on the employees 61st day of employment.

Section 4

The Township shall provide bargaining unit members with the option of selecting their health insurance carrier. The selection will be on an annual basis, if allowed by the carrier, and must be done prior to March 1 of each year. The selection shall be made from the Blue Cross Community Plan 1 and the HMO selected by the Employer and Union. The Employer, however, shall not be required to make payments for alternate health coverage above the Blue Cross premium amount. Should the employee wish to participate in the HMO, the employee through payroll deduction shall pay any increase in cost above the Blue Cross premium.

ARTICLE 39 - INSURANCE (con't)

Section 5

The Township shall provide the option for each bargaining unit employee to withdraw from the health insurance coverage provided by the Township if they are covered under the health insurance of their spouse, significant other, or another employer. These employees who chose to withdraw shall receive annually a \$3,000.00 payment in lieu of health insurance. This payment shall be made in two installments: one in March and one in October. To participate in this plan, the employee must notify the Employer prior to March 1 of each year and provide verification of the alternative coverage.

If the employee has a "life event" as defined in section 125 of the Internal Revenue Code, they shall notify the Township Human Resources Department immediately and will be returned to the Township coverage as soon as the Insurance Carrier and the Federal and State Tax Laws allow. The employee shall refund to the Township a pro rata amount of their payment based on when the employee is returned to the regular coverage. If for any reason their plan shall jeopardize the tax-exempt status of the health benefits for other employees, the Union and Management shall meet to negotiate changes in this agreement to conform to the tax law so that the health insurance benefits for other employees remain tax exempt.

Section 6

There shall be no double coverage of employees. If the spouse of an employee covered by this collective bargaining agreement is also a Township employee, they must choose which coverage to be under, as they will not receive both. They will receive the \$3,000.00 annual payment in lieu of the second health care coverage, once they are outside of the second coverage.

ARTICLE 39 - INSURANCE (con't)

Section 7

An employee who has a disabled person(s) other than their spouse or eligible dependent children who are either related to the employee by blood or marriage and who live in the home of the employee and qualify as a dependent for purposes of the employee's federal income tax, shall have made available to them a rider for "Sponsored Dependent" health care coverage as provided by the employees' selected health insurance carrier. This coverage shall be provided at the expense of the employee with payment due by the fifth of the month prior to the month of coverage.

ARTICLE 40 - PHYSICAL FITNESS

Section 1

The Township shall provide at its expense a physical examination for each employee in accordance with NFPA 1582, Standard on Medical Requirements for Fire Fighters. Said physical shall be mandatory for all employees and arrangements shall be made by the Employer. Said physical will include an electrocardiogram and may include a chest x-ray at the employee's option and at the physician's discretion. The employees shall furnish the Employer with a signed release before taking the physical examination. Copies of the results of the physical shall be furnished upon request to the employee's doctor. Physical examinations will be scheduled while the employee is on duty whenever possible. An Employee scheduled for physical examination while off duty shall be compensated at the applicable overtime rate.

Section 2

A physical fitness/wellness program shall be provided to the employees at the expense of the Township. The physical fitness/wellness program shall be comprised of an initial evaluation; ongoing service re-evaluation; program supervision by trained personnel; and an educational program designed to meet the needs of the firefighters. The Township will provide for the equipment and the preventative maintenance and repair of the equipment to insure the continuation of the program. Participation in the physical fitness/wellness program is mandatory and will be scheduled into the workday. The Letter of Agreement entered into by the parties, November 1996, details the scope of the physical fitness/wellness program and is included in this contract as a reference document.

ARTICLE 41 - EDUCATION & TRAINING

Section 1

The Township agrees to pay for tuition for educational and training courses for which the employee has received prior approval of the Fire Chief to attend and the courses have been successfully completed by the employee by the receipt of a passing grade, if one is given, or receipt of a certificate of completion.

Section 2

The Township agrees to reimburse the employee for the cost of books for all job-related courses. For non-job related courses, the Township will reimburse the employee up to \$125.00 per course for books upon presentation of a receipt. Any reimbursement for books will be contingent upon the employee receiving a passing grade, if one is given, or receipt of a certificate of completion. Books are to remain the property of the employee.

Section 3

In the event that the Township pays for expenses in advance and the employee does not attend or complete the course, the employee shall reimburse the Township. It is understood that circumstances such as personal illness or family illness may arise and that this repayment may be waived for valid reasons as determined by the Fire Chief or the Human Resources Director.

Section 4

- (a) Employees shall be released with pay for job related courses which have been requested by the Firefighter and approved by the Fire Chief. No more than two (2) employees on any shift may be released for such classes at any one time. If more than two (2) employees request time off, it shall be determined by seniority of the employees requesting time off who shall receive the time off. All requests for “educational release time” shall be submitted on a fire department “Time Off Request form” at least 72 hours in advance of the requested time off.

ARTICLE 41 – EDUCATION & TRAINING (con't)

- (b) If granting “educational release time” to an employee to attend an approved course that is being applied toward a college degree will require calling someone in on overtime, the request shall be denied. In such cases, the on-duty shift officer may approve a request for leave without pay. A determination regarding the need for such overtime shall be made by the on-duty shift officer at 0730 each day that “educational release time” is requested. It shall be the responsibility of the employee requesting “educational release time” to contact the duty officer after 0730 hours to ascertain the status of that days “educational release time” request.
- EXCEPTION: For purposes of determining the need for overtime, employees requesting educational release time shall not be penalized due to “short staffing” caused by military deployment, retirements, unscheduled terminations and/or duty disability leaves.**
- (c) If granting educational release time to an employee to attend any other approved job related training course will require calling someone in on overtime, someone shall be called in on overtime in accordance with the provisions of Article 28, Section 1 (c). If no employee can be found to work the overtime assignment, then the employee will not be released. Exceptions may be granted at the discretion of the Fire Chief.
- (d) Requests for educational release time by members of either the Western Wayne or Washtenaw County has-mat response teams to attend approved hazardous materials training shall not be subject to the provisions of subsection (a) above.

ARTICLE 41 – EDUCATION & TRAINING (con't)

Section 5

No more than two (2) employees per shift shall be released with pay to attend Michigan Firefighter Training Council approved fire officer training courses applicable to their next level of promotion without regard to section 4 above. Procedure for selection shall be developed by Local 1830 and submitted to the Fire Chief.

Section 6

The Township shall have the right to schedule up to two (2) departmental meeting or training sessions for all employees annually. Employees shall be expected to attend unless they have prior approval from the Fire Chief or the Human Resource Director to be excused. Off-duty personnel will be compensated at one and one-half (1-1/2) times their hourly rate.

ARTICLE 42 - RETIREMENT

Section 1

All employees of the Ypsilanti Township Fire Department shall be covered under Act 345 of the Public Acts of 1937, as amended.

Section 2

All employees of the Ypsilanti Township Fire Department may retire upon written notice to the Human Resources Department and copied to the Retirement Board, after completing twenty-five (25) years of credited service with the Ypsilanti Township Fire Department, as described in Act 345 of the Public Acts of 1937, as amended. The figure of 3% shall be used to compute the retirement benefits of the retiree. Employees shall be entitled to the Military Service Credit as provided in Act 345. Final Average Compensation shall be calculated on the three- (3) years of highest annual compensation received by an employee during the ten- (10) years of service immediately proceeding retirement.

Section 3

All employees shall contribute seven (7) percent of gross earnings to retirement. Six (6) percent of the employee contribution shall be directed to the Retirement Fund and One (1) percent of the employee contribution shall be directed to the Firefighters Public Employee Health Care Fund. To the extent that the current annual actuarial valuation of the Retirement Fund indicates that the employee contributions to the Retirement Fund are not required to fund all pension benefits provided under Act 345 and this Agreement, the employee contributions required under this Section 3 will be paid to the Public Employee Health Care Fund established by the Township under Act 149 of the Public Acts of 1999 to fund retired firefighters' health care benefits. The above stated provision shall be in effect for the duration of this collective bargaining agreement through **December 31, 2008.**

ARTICLE 42 – RETIREMENT (con't)

Section 4

For all employees who retire after January 1, 1989, the Township shall provide life insurance in the amount of \$35,000.00 without accidental death and dismemberment until the employee reaches age 65. At age 65, the life insurance benefit shall be reduced to a \$5,000.00 death benefit only.

Section 5

Employees, who retire after January 1, 1989 shall continue to receive the health care coverage listed in this Agreement. The Township shall pay for this coverage if not provided by the Retirement Fund. At age 65, the Township shall provide these employees only with a Medicare tie-in benefit instead of the health care coverage in Article 39. The Township shall provide health care coverage per Article 39 for the employee's spouse and dependents at the time of retirement until the death of the employee. Upon death of an employee who retires January 1, 2005 or thereafter, the Township shall continue to provide health care coverage for the surviving spouse and eligible dependent children until 19-years of age, provided the surviving spouse is eligible for pension survivor benefits. If the employee's spouse reaches age 65, the Township shall provide the spouse with the above Medicare tie-in benefit.

The full cost of the health care benefits for retired employees shall be paid from a Public Employee Health Care Fund established by the Township under Act 149 of the Public Acts of 1999. For purposes of Act 345, the Act 149 Public Employee Health Care Fund is treated as part of the Retirement Fund. These health care benefits shall be considered included in the “pensions and benefits payable” from the Retirement Fund for purposes of

ARTICLE 42 – RETIREMENT (con't)

Act 345. The Act 149 Public Employee Health Care Fund will be funded in the same manner as the pension benefits are currently funded, from appropriations by the Township and employee contributions authorized by Act 345.

Section 6

Deferred Retirement Option Plan: Upon attainment of regular service retirement eligibility of twenty-five (25) years of credited services, a member may elect to freeze their retirement benefit in the traditional defined benefit plan and enter into the Deferred Retirement Option Plan (DROP). The Deferred Retirement Option Plan adopted by the Ypsilanti Township Police & Firefighters' Retirement Board shall be a forward drop program limited to five (5) years and be designed to be cost neutral to the retirement fund.

- (a) **Election to Participate:** A member's election to participate in the DROP is irrevocable and they are not allowed to re-enter the retirement system as an active member. A DROP participant is not eligible for any additional retirement benefits (i.e., service credit, increases in FAC, etc.) or negotiated pension improvements. The DROP member will be eligible for all other negotiated contractual improvements outside of the pension system.
- (b) **Contributions:** Upon entry into the DROP, Employee contributions to the retirement system cease.
- (c) **Employee Status:** Participants in the DROP shall continue to work and shall be eligible for all contractual provisions afforded active employees including, but not limited to: wages, benefits, holiday pay, vacation leave, and sick leave.
- (d) **Final Average Compensation:** Upon entry into the DROP, the participant's Final Average Compensation shall be calculated and frozen. Members shall have

the option of having up to fourteen (14) unused vacation days paid out to them. The vacation pay out shall be included in the calculation of the Final Average Compensation (FAC). The paid out vacation days shall be forfeited for use during the year for which they were awarded.

- (e) **Termination of Employment:** Drop participants shall be eligible for any terminal leave payments of vacation leave, sick leave and compensatory time paid out at their current wage rate.

NOTE: For additional information regarding retirement see Article 35.

ARTICLE 43 - LOST PERSONAL ITEMS

Section 1

Management agrees to replace or reimburse the employee for any watch up to a maximum of \$250.00, corrective lenses up to a maximum of \$500.00, hearing aids up to a maximum of \$750.00, or other items such as badges, name tags, or collar pins up to a maximum of the replacement value that are damaged or lost in the performance of their duties as defined in Article 13, provided the employee has registered said articles prior to the loss with the Fire Chief, stating the make, model, number, style and cost of these items. Upon losing or damaging such items, the employee must notify management in writing of the covered article that is lost or damaged and the circumstances.

ARTICLE 44 - TESTING OF AERIAL APPARATUS

All aerial devices shall be tested according to NFPA Standard 1914. A true copy of the test results shall be supplied to the union and each member of the Joint Labor Management Team.

ARTICLE 45 - CENTRAL DISPATCH

The Township shall have the right to establish a central/regional dispatch system to handle emergency calls. If such a system is established, there shall be no reduction in fire department staffing levels as a result of the Township's participation in a central/regional dispatch system.

ARTICLE 46 - RESIDENCY REQUIREMENT

The Charter Township of Ypsilanti shall impose no residency requirement to its employees.

ARTICLE 47 - GENERAL

Section 1

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2

A copy of this Agreement shall be distributed by the Township to all employees of the Fire Department, with extra copies supplied to the Union. The Township shall provide sixty (60) copies within thirty (30) days of signing the final agreement.

ARTICLE 48 - MAINTENANCE OF CONDITIONS

Section 1

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

Section 2

Management reserves the right to make reasonable work rules.

Section 3

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, the Township shall take amendatory or other action to render such ordinance or resolution compatible with this Agreement.

ARTICLE 49 – WAIVER CLAUSE

Each party hereto agrees that the other party shall not be obligated to bargain collectively with respect any subject or matter not covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**UNION CONTRACT BETWEEN
THE CHARTER TOWNSHIP OF YPSILANTI AND
MEMBERS OF FIRE FIGHTERS LOCAL UNION 1830
EFFECTIVE JANUARY 1, 2005 – DECEMBER 31, 2008**

Approved by Management:

By: _____
Karen Lovejoy-Roe, Supervisor
Charter Township of Ypsilanti

Date

By: _____
Brenda L. Stumbo, Clerk
Charter Township of Ypsilanti

Date

By: _____
Larry Doe, Treasurer
Charter Township of Ypsilanti

Date

Approved by the Union:

By: _____
Keith Harr, President
Firefighters Local 1830

Date

By: _____
Larry Gakle, Vice President
Firefighters Local 1830

Date

By: _____
Phillip Stachlewitz, Recording Secretary
Firefighters Local 1830

Date

By: _____
Mike Colter, Treasurer
Firefighters Local 1830

Date

***LETTER OF AGREEMENT
HEALTH CARE RE-OPENER***

The Charter Township of Ypsilanti and the Ypsilanti Township Firefighters Association, IAFF Local Union 1830 agree that in 2007, either party upon written notice to the other party may open Article 39 – Insurance for the purpose of re-negotiating the health care provisions.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Township Board

FROM: Brenda L. Stumbo, Supervisor

DATE: January 14, 2009

RE: Contracting for Fire Chief Services

The three full-time officials met and consistent with reviewing every vacancy, we would like to request the opportunity to meet, along with the Township attorney, with the City of Ypsilanti to explore the possibility to cooperate and contract for Fire Chief services. This would not be a merger between the two departments, but could be a cost effective and efficient measure to deliver these services.

Any proposed agreement would be brought back to the Township Board for approval.

If you have any questions, please contact my office.

tk

cc: Wm. Douglas Winters, Attorney
File

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Township Board

FROM: Brenda L. Stumbo, Supervisor

DATE: January 14, 2009

RE: Fire Commissioner

The three full-time officials are requesting the Board to consider appointing Trustee Stan Eldridge as Fire Commissioner for an interim period of 120 days while we are exploring the possibility of contracting with the City of Ypsilanti for Fire Chief services. We are proposing a weekly salary of \$500.00 to oversee the day to day operations and begin union negotiations with the Fire Department.

We have spoken with the MTA and they advised that this can be done.

If you have any questions, please contact my office.

tk

cc: File