

AGREEMENT

BETWEEN

**THE CHARTER TOWNSHIP OF PLYMOUTH
PLYMOUTH, MICHIGAN**

AND

**THE CHARTER TOWNSHIP OF PLYMOUTH
PROFESSIONAL FIREFIGHTER'S ASSOCIATION
I.A.F.F./LOCAL #1496**

EFFECTIVE

APRIL 1, 2016

THROUGH

MARCH 31, 2019

I.A.F.F. AGREEMENT

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AGREEMENT

THIS AGREEMENT effective this 1st day of April, 2016 by and between The Charter Township of Plymouth (hereinafter referred to as the “Employer” or “Township”) and The Plymouth Community Fire Department (hereinafter referred to as “Union”).

WITNESSETH:

PURPOSE AND INTENT

WHEREAS, pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Township and the Union have entered into negotiations relating to wages, hours and conditions of employment for members of the unit; and

WHEREAS, it is the desire of the parties to formalize, in writing, all of the understandings and agreements reached between them; and

WHEREAS, it is the desire of each of the parties to promote harmonious relations between them in order to best serve the interests of the community and to improve the services rendered by the Union and to provide an orderly and equitable means of resolving all future differences which may arise.

ARTICLE 1

RECOGNITION OF UNION

Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and other terms and conditions of employment for the term of this Collective Bargaining Agreement for all full-time employees of the Plymouth Community Fire Department, including a Fire Inspector and Emergency Program Manager/Training Officer, if any, and excluding the Fire Chief, Assistant Fire Chief, office clerical employees, part-paid fire fighters and all other Township employees.

ARTICLE 2

UNION ACTIVITIES

A. Employees and their representatives shall have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining to express or communicate any views, grievances, complaints or opinions related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discriminations or reprisal.

B. An officer of the Union, or his designated representative, shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of this Collective Bargaining Agreement, provided that this does not interfere with or disrupt the efficient fire suppression and/or rescue operations of the Fire Department. The Union shall notify the Employer of the names and titles of their representatives within one (1) week after their appointments. No representative will be permitted to act as such until the Employer is advised that the person has become a representative.

An officer of the Union, or his designated representative, shall be allowed time off to attend, without pay, the Michigan State Firefighters Association bi-annual convention and/or the International Firefighters Association convention, subject to the manpower requirements as determined by the Fire Chief. Employees may use vacation days or trade days to attend the aforementioned conventions.

The Union, in contract negotiations, may be represented by employees in the bargaining, not to exceed four (4). In addition, the Union may be represented in contract negotiations by counsel and State or International Union representatives, not to exceed two (2).

One Union representative shall be allowed reasonable time during regular working hours, without loss of pay, to participate in contract negotiations, unless such participation would delete the duty roster below six (6) firefighters, in which event the Union Representative must arrange to have his position filled with a suitable substitute. The substitute shall not be paid any wages or fringe benefits for this “fill-in” time.

C. The Employer shall provide suitable bulletin boards at each fire station for the posting of Union notices or other material. Said boards shall be identified with the name of the Union and shall be at least three (3) feet by four (4) feet in size, and the Union may designate persons to be responsible therefore. Notices shall be restricted to the following types:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments and results of Union elections pertaining to employees within the unit.
3. Notices of Union meetings and educational classes.
4. Notices of personal sales by Fire Department personnel.

In no case shall commercial advertising, political, obscene or defamatory printed or written material be placed on any bulletin board.

D. The Union may, upon notice to the Fire Chief, schedule meetings on Fire Department premises which on-duty and off-duty employees may attend, insofar as such meetings do not disrupt the efficient operations of the Fire Department or employees engaging in their prescribed duties. On-duty personnel may attend such meetings for a maximum of two hours, unless they are scheduled to work at Station Three. In the event that the Union expects a

meeting to last longer than two hours, with the permission of the Fire Chief, on-duty employees may attend past the two-hour limit. Union meetings will be held at Station Three.

E. The Employer shall make available to the Union three (3) copies of the agenda for each Township Board Meeting prior to the scheduled date of each meeting. The Employer will make available, as soon as prepared, three (3) copies of the official Minutes of each Township Board Meeting.

F. Members of the Union shall not be required to work on, work at, or perform jobs, details or duties which are normally performed by the skilled trade unions, such as Painter, Carpenter, Masonry, Electrical, Plumbing and Heating Unions covered by the Wayne County AFL-CIO or the Michigan AFL-CIO Council; however, this shall not exclude customary housekeeping and other duties normally performed by the firefighters in and around the fire stations, such duties including, but not limited to, cutting grass, shoveling snow, taking inventory, waxing floors, etc., nor shall it exclude the routine cleaning, repair or maintenance of firefighting equipment.

G. Employees covered by this Collective Bargaining Agreement, at the time this Article becomes effective, and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Collective Bargaining Agreement or to tender a service fee equivalent to the regular periodic Union dues uniformly required for membership.

Employees covered by this Collective Bargaining Agreement who are not members of the Union at the time this Article becomes effective and employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Article shall be required, as a condition of continued employment, to become members of the Union or to tender a service fee equivalent to the regular periodic Union dues uniformly required for membership for the duration of this Collective Bargaining Agreement on or before the thirtieth (30th) day following the effective date of this Article or on or before the thirtieth (30th) day following the date on which they commenced employment within the bargaining unit, whichever date is later.

After the effective date of this Article and thereafter during the life of the Collective Bargaining Agreement, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic and uniform dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, or, in the alternative, the service fee set forth in Sections A and B of this Article, provided, however, that the Union shall first present to the Employer a certified check-off list consisting of a statement of the amount of the dues and/or service fee certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payment to the Union at least thirty (30) days prior to the date on which the dues and/or service fees are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorizations and the Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of action taken or not taken by the Employer in reliance upon such

certified check-off list or authorization. An employee may revoke his authorization for dues or service fee deduction upon sixty (60) days written notice to the Employer.

Dues shall be deducted in equal amounts from each pay and shall be remitted to the Treasurer of the Union within thirty (30) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

The Employer shall not be liable to the Union by reason of the requirements of this Collective Bargaining Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of this Collective Bargaining Agreement. The Employer shall have no responsibility for the collection of initiation fees, fines, special assessments or any other deduction not in accordance with this provision.

Employees who tender the dues or service fee, as set forth in Sections A and B of this Article, shall be deemed to meet the conditions of this Article, if they are not more than sixty (60) days in arrears in payment.

The Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the courts, and this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the court or other legal authority.

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of actions taken or not taken by the Employer pursuant to the provisions of this Article.

H. No employee shall engage in political activities of any kind during his working hours.

ARTICLE 3

MANAGEMENT RIGHTS CLAUSE

The Employer, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself and its designated representatives, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer and its designated representatives, including, but without limiting the generality of the foregoing, the right:

A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any service or method of operation;

B. To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities; to subcontract or purchase work processes or services subject to the understanding that if the specific work regularly performed on the effective date of this Collective Bargaining Agreement by bargaining unit employees is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff or reduction of regular work hours of bargaining unit employees from their positions in the bargaining unit, the Employer shall notify the Union, prior to letting this contract, and, if requested in writing by the Union within five (5) business days from the notice, the Employer will meet within ten (10) business days from the receipt of the request to negotiate on the subject;

D. To determine the number, location and type of facilities and installations;

E. To determine the size of the workforce;

F. To determine the number of ranks required and the number of persons to service in each rank;

G. To hire new employees in either a paid on-call, part-time or full-time capacity, to assign and layoff employees subject to Act 78 (Act 78 applies to full-time employees only) and Article 36 and other provisions of this Collective Bargaining Agreement;

H. To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergencies in accordance with past practice;

I. To direct the workforce, to assign the type and location of work assignments and determine the number of employees assigned to operations;

J. To establish, change, combine or discontinue job classifications;

K. To determine lunch, rest periods and clean-up times, the starting and quitting times and the number of hours to be worked;

L. To establish work schedules which includes paid on-call, part-time or full-time schedules, work standards and the methods, processes, and procedures by which such work is to be performed;

M. To discipline, suspend, subject to Act 78 and this Collective Bargaining Agreement, and discharge employees for cause; provided, that no employee shall be disciplined or discharged without just cause. Prior to the imposition of discipline, an employee shall be notified, in writing, of the charges against him and an opportunity shall be provided to the employee to discuss the allegations. The employee shall, at his request, be provided with the opportunity for representation by the Union at any investigatory meeting and all other disciplinary proceedings. Notification shall be promptly given to the Union of any disciplinary action taken against an employee which results in official entries added to that employee's personnel file.

N. To adopt, revise and enforce reasonable Township and departmental rules and regulations and to carry out cost and general improvement programs. The Employer shall notify the Union five (5) days prior to amending the Fire Department rules and regulations;

O. To transfer, promote and demote employees from one classification or shift to another, subject to Act 78 and this Collective Bargaining Agreement;

P. To select employees for promotion or transfer to supervisory or other portions, subject to Act 78 and this Collective Bargaining Agreement and to determine the qualifications and competency of employees to perform the available work;

Q. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

R. The Employer may take all appropriate action to insure that no person, organization or entity shall discriminate against any Fire Department applicant or employee on the basis of race, color, religion, national origin, age, sex, marital status, height, weight or handicap/disability.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged, delegated, modified or granted by this Collective Bargaining Agreement and Act 78, all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

ARTICLE 4

AGREEMENTS AND ORGANIZATIONS

The Employer shall not enter into any agreement with any other labor organization which in any way conflicts with the provisions of this Collective Bargaining Agreement nor with any members of the Union, individually or collectively, in regard to any grievance, unless the Union has been given prior notice and an opportunity to be present. Although employees may belong to other organizations, it shall not be required as a condition of employment with the Employer, nor may any other organization represent any employee or the Union with respect to any of the agreements contained herein.

ARTICLE 5

WAGES AND OTHER BENEFITS

A. Each employee’s wages shall be determined by the Employer using the wage progression schedule set forth in Paragraph B of this Article 5, together with previous experience and related training as the basis for said wage.

B. For firefighters the following annual salary schedules, which reflect a 3% retroactive wage increase on April 1, 2016, a 3% wage increase on April 1, 2017 and a 3% wage increase on April 1, 2018, will be effective:

	4/1/16 (3% increase; retroactive)	4/1/17 (3% increase)	4/1/18 (3% increase)
Start (60%)*	\$41,787.41	\$43,041.03	\$44,332.26
After 1 Year (68%)	\$47,359.02	\$48,779.79	\$50,243.18
After 2 Years (75%)	\$52,234.23	\$53,801.25	\$55,415.29
After 3 Years (82%)	\$57,109.42	\$58,822.71	\$60,587.39
After 4 Years (90%)	\$62,681.09	\$64,561.53	\$66,498.37
After 5 Years (100%)	\$69,645.64	\$71,735.01	\$73,887.06

*Percentage based on annual salary of a firefighter/EMT; year (i.e. “1 year”) means 1 year from date of hire. All new hire firefighters shall be certified in accordance with the Michigan State Firefighting Training Council’s mandate for full-time Firefighter/Training Programs. Level II Firefighter Training Course and the Conference of Western Wayne Firefighter testing Program must be completed before hire. An applicant must possess a State of Michigan Paramedic License.

For Fire Officers the following annual salary schedules, which reflect a 3% retroactive wage increase on April 1, 2016, a 3% wage increase on April 1, 2017 and a 3% wage increase on April 1, 2018, will be effective:

	4/1/16 (3% increase; retroactive)	4/1/17 (3% increase)	4/1/18 (3% increase)
Lieutenant	\$74,613.91	\$76,852.33	\$79,157.90
Captain			
Entry:	\$76,663.94	\$78,963.86	\$81,332.78
After Six Months:	\$78,420.56	\$80,773.18	\$83,196.38

C. Longevity Pay.

Each Firefighter or Fire Officer hired prior to April 1, 2010 shall receive longevity pay based on the following years of service, in addition to his regular pay:

1. Upon completion of three (3) years of service, each employee shall receive longevity pay in the amount of \$150.00. An additional \$50.00 per year will be paid to eligible employees for each additional year of service (beyond three (3) years) to a maximum of \$1,000.00. Longevity pay will be paid to each employee on or before the anniversary date of his employment. In the event of termination of employment, longevity pay shall be computed on a pro rata basis for the period of time actually worked from the date that the last longevity payment was made to the employee.

D. Overtime Pay.

1. All Firefighters/Fire Officers shall be paid one and one-half (1-1/2) their hourly wage rate based on fifty-four (54) hour work week for all time spent on duty in excess of the nearest one-quarter (1/4) of an hour worked. Act 604 pay shall be paid on the regular pay day next following the end of the bonus cycle.

2. a. An employee is only eligible for 604 Overtime (overtime for working the extra day during the bonus cycle) if and to the extent the hours worked on the extra day during the bonus cycle cause the employee to have actually worked more than 212 hours during the 28-day cycle.

b. For purposes of Section a, above, effective July 19, 2016, bereavement leave shall count as hours worked for purposes of 604 Overtime.

c. Notwithstanding Section a, above, an employee may, on one occurrence per calendar year, designate one sick day or one personal day (up to 24 hours) during the bonus cycle as a day in which the time will be considered “hours worked” for purposes of 604 overtime.

3. Full-time firefighters who are called back to work by the Fire Chief will be paid the premium rate set forth in Paragraph 1 for a minimum of two (2) hours.

A Firefighter called back on a run between 0600 and 0800 and is to report for duty at 0800 will be permitted to leave in order to go home to prepare for duty.

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis.

Members of the Department will be called back for overtime pursuant to the policies set forth in the Fire Chief's directives.

4. To institute a call-back list for full shift overtime there shall be two lists maintained - one for officers and one for firefighters. In the event an officer cannot be obtained, one of the most senior firefighters will be called to work for an officer. When this situation arises, the officers shall be called back to fill vacant officer positions and firefighters shall be called back to fill vacant firefighters positions.

5. Members of the Department will be called back for run overtime pursuant to the policy set forth in the Fire Chief's directives.

6. After the call-back lists have been established, they shall be maintained in such a manner so that the person with the lowest amount of call-back time is at the top of the list.

7. New employees or promoted officers shall be placed on their respective lists, at the highest number of hours in their respective groups.

E. Acting Officers.

Whenever any firefighter is instructed to work in a higher classification for periods in excess of one (1) hour in any one work day, he shall receive the salary of said higher classification based on an hourly rate for each hour worked during the total period of time he is required to work in said higher classification.

F. Food Allowance.

Firefighters and Fire Officers shall be paid an annual food allowance of \$775.00 to be paid one-half on the second employee payday in the month of September and one-half on the second employee payday in the month of March.

Food allowance is paid in arrears. A person commencing employment shall have his food allowance pro rated at such time as the first one-half of the food allowance payment is due after his/her hire (either September or March as set forth above). Conversely, when a firefighter or fire officer leaves employment with the department for any reasons, he will receive a pro-rated food allowance from the last date of payment. Employees on disability leave (duty or non-duty) shall be pro-rated consistent with the above.

G. Hazardous Materials Bonus.

Employees selected to participate on the Hazardous Materials team shall receive an annual bonus of \$1,500, paid in the second pay period of January for participation in the previous calendar year. An employee who was on the team for less than the entire previous calendar year

shall receive a pro-rated bonus. Should the Township be penalized with any loss of funds based on the lack of employee participation, the bonus shall not be paid.

ARTICLE 6

HOURS OF EMPLOYMENT

A. The work week for Firefighters and Fire Officers shall be fifty-six (56) hours a week based on an average of fifty-two (52) weeks per year. This shall not be construed as a guarantee of minimum hours worked per day or days worked per year.

B. All fifty-six (56) hours per week employees shall work a twenty-four (24) hour work day beginning at 8:00 a.m. and terminating at 8:00 a.m. the following day. Each day off shall be twenty-four (24) consecutive hours and each employee shall work three (3) days in every nine (9) consecutive days. The work will be scheduled as follows: W O W O W OOOO (W = Work Day; O = Off Duty Day).

C. The annual salary of a Firefighter or a Fire Officer is based upon a fifty-four (54) hour week.

D. The hourly wage for a Firefighter and a Fire Officer, for all purposes of this Collective Bargaining Agreement, shall be determined by dividing the annual salary by 2,808 hours (54 hours/week x 52 weeks/year).

E. All other employees shall work eight and one-half (8 ½) hours per day from Monday through Friday, inclusive, excluding holidays (except as otherwise provided in the Collective Bargaining Agreement). From this eight and one-half hour schedule, employees shall be permitted one hour unpaid lunch. This shall not be construed as a guarantee of hours worked per day or days worked per week.

F. A half-time calculation shall be used for purposes of calculating FLSA overtime due for bonuses paid members of the bargaining unit. For illustrative purposes only, the parties have adopted a letter of understanding attached to the contract reflecting the correct method of calculation.

G. On or before November 15 of each year, the Department shall notify employees of platoon transfers to take place in January of the following year. The notification shall include the name of the employees being transferred and the platoon to which they shall be transferred.

ARTICLE 7

TRADING OF DAYS

All non-probationary Firefighters and Fire Officers will be permitted to voluntarily trade work or off-duty days with employees of the same rank. No employee shall exceed one-hundred twenty (120) hours of time to be repaid. Time may be traded in increments of one (1) hour or more. Employees may trade time on consecutive days.

Trading of time shall be subject to the authorization of the Fire Chief. Trading of time shall be requested at least twenty-four (24) hours in advance; provided, however, that the twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval of the Fire Chief. Trading of time between the hours of 8:00 a.m. and 5:00 p.m. (The duty day) shall be subject to the needs of the Department as determined by the Fire Chief, subject to the grievance/arbitration procedure discussed below. Each Employee will be permitted to trade time during the duty day for the purpose of attending fire related classes, courses, or instruction no more than six (6) times in a calendar year. If permission for trading of time is denied, the Fire Chief shall specify in writing the reason for the denial, stating with particularity the respect in which the requested trading of time will interfere with the operation of the Department (for example, “Platoon training previously scheduled for time requested,” or “Requested trade will prevent completion of inspections on time.”). The Fire Chief may deny, without explanation, requests for trading of time between employees of different rank, or between an employee who is ALS-certified and an employee who is not. A denial of a request for trading of time can be processed in accordance with the grievance and arbitration procedure set forth in Article 26 of this Agreement.

The substituted employee shall assume the duties of the employee replaced, subject to the Fire Chief’s approval. After the trade forms have been signed by both parties, the employee who agrees to work for another employee is responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work that day. This is to mean that the employee shall be subject to disciplinary action under the rules and guidelines of Act 78 of 1935, as amended, and the Agreement between the Employer and the Union, in the event that sick leave is abused.

Probationary Firefighters may voluntarily trade time with another Firefighter (probationary or non-probationary) with the approval of the Chief. All probationary Firefighters’ trading of time must be a “back to back” trade and completed within 30 calendar days.

The trading of days shall in no way affect the Employer or the employees as to the salary or fringe benefits for which the Employer is responsible or the employee is due.

On a voluntary basis, an employee can ask another on-duty employee (of the same or equivalent rank) to standby until the oncoming employee arrives. If the oncoming employee is to be later than 1 hour, then a trade form must be completed. This system can also be used if the oncoming employee is in the station. The oncoming shift can relieve the shift going off not to

exceed one hour. No overtime will be paid to the oncoming shift or the employee on standby. The station officers will monitor the system.

All employees who trade days with the approval of the Fire Chief shall enter into the following agreement:

TRADING OF TIME AGREEMENT

The Fire Chief must authorize all instances of trading of time.

Unless otherwise approved by the Fire Chief, time may be traded in increments of no fewer than one (1) hour, with twenty-four (24) hours advance written approval by the Fire Chief. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Fire Chief.

Further, the members of the Union and the Employer do hereby agree that the party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work on that given day. This is to mean that the employee shall be subjected to disciplinary action under the rules and guidelines of Act 78 of 1935, as amended, and the Agreement between the Employer and the Union, in the event that sick leave is abused.

I, _____ hereby agree to work for _____ on _____
(Name) (Name) (Date)
for _____ from _____ to _____.
(No. of Hours) (Starting) (Ending)

I understand that I will be responsible for the fulfillment of all duties and responsibilities as though I were regularly scheduled to work on the above-listed date.

(Signature of Person Agreeing to Work)

(Date)

I, _____, hereby agree to repay this time within twelve (12) months.

(Signature of Person Trading Time)

(Date)

I, _____, hereby authorize/deny the above-requested trading of time.

Fire Chief

Date

If denied, the reason(s) is/are as follows: _____

_____.

Received in the office of the Fire Chief on _____.
(Date) (Time)

Comments: _____

_____.

ARTICLE 8

HOLIDAYS

A. The following calendar days, or calendar day customarily celebrated in lieu thereof, shall be holidays for the purpose of this Collective Bargaining Agreement.

- (1) New Year's Day
- (2) Washington's Birthday (President's Day)
- (3) Good Friday (1/2 day)
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veteran's Day (November 11th)
- (8) Thanksgiving Day
- (9) Day after Thanksgiving
- (10) Christmas Eve
- (11) Christmas Day
- (12) New Year's Eve
- (13) Martin Luther King Holiday

Effective for the term of this Collective Bargaining Agreement, all Firefighters and Fire Officers shall receive, in addition to their regular pay, annual holiday pay for twelve and a half (12.5) holidays at the rate of 12 hours paid at individual employee's straight time rate for each holiday.

The straight time hourly rate is equal to the individual employee's base pay divided by 2,808 hours. Notwithstanding the above schedule, an employee hired before the effective date of the merger will not receive less than \$1,820.00 per year in Holiday pay.

B. Holiday pay shall be paid in one (1) lump sum to the Firefighters and Fire Officers on the second employee payday in November. Holiday pay will be paid to an employee whether he or she actually works on the holiday; however, if an employee works on a holiday, that employee will only receive his or her regular pay in addition to holiday pay. For those employees who work only a portion of a calendar year (For example: new hires, retirees or terminated employees) the number of holidays paid will be pro-rated based on the number of holidays falling within the period that the employee worked.

C. Holiday Observation - In the event the Township's general offices are closed on a Monday through Friday due to the observance of a holiday, the Fire Department will continue to provide emergency/rescue and fire suppression services, but will not conduct platoon training (Article 27, Paragraph E), fire inspections, or activities identified in the Monday through Saturday work schedule contained in the Employer's Fire Department Rules and Regulations.

D. Holiday pay is paid in arrears. Holiday pay received in the second employee pay day in November shall be deemed to have been received for the previous year commencing with

Thanksgiving of the prior year through Veterans’ Day in the year of payment. Employees employed after Thanksgiving Day but before Veterans’ Day shall receive the appropriate pro rata portion of the holiday pay.

ARTICLE 9

VACATION TIME/PERSONAL TIME

A. As of December 31st of the preceding year, each Firefighter or Fire Officer shall earn credit toward a vacation with pay in accordance with the following schedule:

Less than one year	3 days
1-4 years	6 days
5-9 years	8 days
10-12 years of service	10 days
13-15 years of service	12 days
Greater than 15 years	13 days

B. Credit will be earned for only those months in which an employee works at least eight (8) working days. Time spent on a scheduled vacation while on the active roll will be considered as time worked for computing credits. Time spent on a disability absence due to compensable injury or approved sick leave, bereavement and court and morgue time will be considered time worked, provided the employee works three (3) months during the calendar year in which credit is earned.

C. If, as of December 31st of the year during which vacation is earned, an employee who was hired during such year worked at least three (3) months but earned less than three (3) working days vacation, he shall be eligible in the year in which vacation is taken for the number of non-accrued vacation days sufficient to bring his total vacation days both earned and non-accrued to three (3) working days. No employee shall be entitled to non-accrued vacation days prior to completing six (6) months of continuous service.

D. Vacations will be taken in period of three (3) consecutive working days minimum; provided, however, that a Firefighter or Fire Officer may take single day increments according to the following chart:

<u>Years</u>	<u>Single Day</u>
1-4	3
5-9	2
10-12	4
13-15	3
15+	4

Firefighters and Fire Officers may accumulate three (3) vacation days and carry them until January 5th of the next year. Any vacation not taken by January 5th is forfeited. An employee shall not forfeit his vacation when he is prevented from exercising his full vacation

benefit due to disability absence. Vacations are taken in minimum of 3 consecutive work days with only 1 off day between vacation days (i.e. M-W-F not W-F-W). If an employee has single day picks, the employee is allowed to pick as 3 consecutive, 2 consecutive or single day. Consecutive days are subject to the 1 off day between vacation days.

E. An employee who is on a disability absence for a complete calendar year and who returns to work in the year following a year of disability absence, shall be entitled to the number of days of vacation time he earned in the year immediately prior to his disability, provided he has not used or received pay for such vacation.

F. One (1) working day of vacation time is a twenty-four (24) hour work day.

G. Each platoon shall select their vacation period independently of the others and by seniority in that platoon. Two or more employees of the same platoon cannot be on vacation at the same time.

H. Vacation periods shall be bid by employees on each platoon by seniority. This will be accomplished as follows: Bids for vacation periods shall be in by January 31st; bidding will be for three (3) days at a time. After each member on the platoon has made his first selection, then the bidding will start at the top again and continue down the seniority list. This bidding will continue until all employees on a platoon have bid their respective amounts of vacation.

I. An employee's scheduled work day(s) (See Article 6, Paragraph B) falling within a scheduled and approved vacation period will be considered time worked for bonus cycle overtime wage purposes. (This bonus cycle credit shall apply to approved vacation days and shall not apply to any other form of paid leave time or paid time off).

J. An employee may elect to work at straight time pay in lieu of vacation time off with the understanding that the Fire Chief may require said employee to take vacation time off. This straight time earned will be paid with the next pay after the vacation time is worked (i.e., two (2) days of pay at straight time pay, one of which will be considered the vacation day).

K. Vacation pay shall be paid at the employee's prevailing basic salary rate, including any wage increases which would normally be made effective during the vacation periods.

L. Upon termination of employment, employees with at least one (1) year departmental seniority shall be entitled to receive compensation equal to the number of unused vacation days at the employee's prevailing basic salary rate; at the hourly rate of pay times twenty-four times the number of unused days.

M. All Firefighters and Fire Officers shall be allowed time for the conducting of personal business without loss of pay or deduction from their sick bank. Effective January 1, 2013, such time cannot exceed twenty-four (24) hours per calendar year. Effective January 1, 2014, such time cannot exceed forty-eight (48) hours per calendar year. Requests and approval

for personal business time shall not be for less than four (4) hours. Such time can be taken at any time subject to the operational needs of the Department, however only one employee will be allowed off on personal leave at a time except in an emergency situation. Personal time will not be refused on the basis of creating overtime. Absent an emergency situation, all requests shall be in writing and approved by the Fire Chief. There will be no banking or accumulation of personal business hours from one year to another year, nor will there be any compensation paid for unused personal time, however an employee may carry eight (8) hours over to the following year but must use these hours before January 5th of that year. Personal leave shall not be granted to probationary employees until they have completed six (6) months of employment. Effective January 1, 2005 and notwithstanding anything set forth above, personal time may be denied any time two employees from the same platoon are on vacation at the same time.

N. Evening Leave. A Firefighter or Fire Officer may be excused with pay from performing evening duty (after 1700 hours) under the following circumstances:

1. The individual has been away from the Township on business, or jury duty, for two or more consecutive days; and
2. The individual is returning to duty on a scheduled work day after 1700 hours; and
3. His excused absence will not adversely impact the operational efficiency of the Department; and
4. The Fire Chief has approved the evening leave.

ARTICLE 10

SENIORITY

A. Seniority within a given rank shall be based on the date of appointment to that rank, and if two (2) or more individuals have the same date of appointment then the seniority shall be based on the results of the examination score; that is, the individual having the highest score shall receive the highest seniority.

B. Seniority for purposes of filling vacancies above the rank of Firefighter shall be in accordance with the terms of Act 78. To be eligible to test for a position above the rank of Firefighter an individual must be a member of the Union (or an individual who tenders service fee - See Article 2, Paragraph G) and have completed five (5) years of service with the Charter Township of Plymouth fire department.

C. Notwithstanding the provisions of Act 78, when the Township determines to promote a firefighter to the position of Lieutenant, the firefighter with the highest seniority who has fully completed Fire Officer 1, 2 and 3 training at the time the Township announces its intention to fill a Lieutenant position will be promoted to Lieutenant.

D. Notwithstanding the provisions of Act 78, any member of the unit in the rank of lieutenant or above shall be permitted to test for the purpose of filling a vacancy in the position of Chief of the Department.

ARTICLE 11

LIGHT DUTY

An employee who is off work due to a non-service connected injury or illness may be assigned at the Department's sole discretion to light duty provided the assignment is consistent with any limitations placed upon the employee by his physician and that of the Township's physician if the Township should choose to have the employee so examined. Employees on light duty shall be assigned to a thirty-seven and one-half (37 1/2) hour work week. Hours of work will be determined by the Fire Chief. During any week worked less than thirty-seven and one-half (37 1/2) hours the employee shall use leave time, which shall include vacation time, sick time, personal time. Work shall be limited to Departmental activities. During this time the employee shall suffer no reduction in pay, and shall not be counted for minimum manpower purposes. Sick leave needed while reassigned to light duty work shall be utilized on an eight (8) hour basis. However, the Chief may return any employee to a twenty-four hour assignment at any time in his discretion.

ARTICLE 12

SICK LEAVE AND DISABILITY PROGRAM

A. All employees on the payroll the first day of the month shall earn twelve (12) hours sick time leave per month. All unused sick hours shall remain in a Sick Time Accumulation Bank. If an employee is off due to sickness or injury, he shall have any available sick hours deducted from his Sick Time Accumulation Bank for all hours missed due to illness or injury.

B. All hours in excess of 540 on January 1st of each year shall be paid off according to the following formula:

1. One-half (1/2) of each excess sick day will be paid for at the daily rate, as of December 31st of the preceding year.
2. The other one-half (1/2) of each excess sick day will be credited to the individual employee's Sick Leave Supplemental Bank (see Section 12.I).
3. Upon termination of employment, employees with at least one (1) year departmental seniority shall be entitled to receive compensation equal to the number of unused sick leave hours in the

employee's sick time accumulation bank up to a maximum of 540 hours at the then prevailing hourly rate of pay.

- C. Sick leave shall be granted upon application to the Fire Chief and with his approval.
- D. Sick leave time is any authorized absence other than the following:
 - 1. No employee shall be charged with a sick day if the absence of a work day is due to injury sustained on or in the line of duty or the performance of his job.
 - 2. No employee shall be charged with a sick day if absence of work day is due to a death in the family as outlined in Article 15.
- E. When more than two (2) consecutive sick leave days are taken, a doctor's slip is required prior to the starting time of the next duty day back to work.
- F. The Employer may require that employees provide specific and detailed data from the employee's doctor and/or a personal affidavit stating the cause of the absence when the Employer has a reasonable belief that the employee is abusing the privileges of this Article.
- G. Improper use of sick leave may result in disciplinary action.
- H. The Employer shall provide a long-term disability benefit pursuant to the policy in effect at the time this Agreement is executed.
- I. Sick Leave Supplemental Bank effective June 19, 1990. In addition to the sick leave accumulation covered in Paragraphs A & B of this Article, all employees on the payroll the first day of each month shall earn an additional eight (8) hours per month which shall remain in a supplemental sick leave bank.

1. The supplemental sick bank is to be used only if:
 - a) The employee has exhausted all of his or her regular sick time accumulation bank hours;
 - b) The employee suffers an illness or injury that causes the employee to be absent from work for at least two (2) weeks;
and
 - c) The employee suffers an illness or injury and has no other benefit (paid time off) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits (i.e., the current sixty (60) calendar day long-term disability benefit eliminative period). Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick time benefits; nor may an employee supplement LTD coverage through the use of these benefits.

2. The supplemental sick bank is in the nature of a supplemental short-term disability benefit and is to be utilized only for illness or injury. Therefore, the supplemental sick bank has no cash value either at the end of the year, or at termination, or retirement.

3. Maximum accumulation is FOUR HUNDRED FIFTY-SIX (456) hours of supplemental sick leave.

4. This benefit is not transferable.

J. Sick leave balances for former City of Plymouth firefighters shall be determined pursuant to Paragraph 8(k)(1) of the parties' Letter of Understanding.

K. The terms of this collective bargaining agreement shall be interpreted consistent with the Family and Medical Leave Act. An employee taking the Family and Medical leave because of his or her own serious health condition or the serious health condition of a family member must use all sick leave, paid vacation and personal leave prior to being eligible for the remainder of the unpaid leave provided under the Family and Medical Leave Act.

L. Effective June 19, 2014, employees who have used up all FMLA time and who have exhausted all available sick leave, paid vacation, and personal leave may request and shall be granted an unpaid leave of absence without benefits. The maximum length of such unpaid leave shall be two (2) years, which shall commence on the date that the unpaid leave is granted.

ARTICLE 13

ON-THE-JOB INJURY

A. Notification.

Members of the Union, suffering an injury or illness arising out of, and in the course of his/her employment with the Employer, shall immediately notify the officer in charge of the injury or illness. This officer shall notify the Fire Chief or the Township Supervisor of the employee's injury or illness as soon as reasonably possible.

B. Eligibility.

An employee shall receive pay and benefits, as set forth below, if it is determined that his injury is compensable based on the standard of compensability under the Worker's Compensation Act. A determination of compensability shall be made as soon as possible and shall be according to the recommendation of the employee's personal physician and the Employer's designated physician. In the event that the aforementioned physicians disagree, a third opinion shall be obtained from a person mutually designated by the parties. The cost of the third opinion shall be borne jointly by both parties.

C. Pay and Benefits.

The Employer shall pay to an employee suffering a compensable on-the-job illness or injury the following pay and benefits for a period no longer than one year following the illness or injury:

1. The employee shall not incur personally any hospital, medical or surgical expense due to a recognized injury.

2. The employee shall be compensated at the same rate as his basic wage rate, for a period of up to one year from the date of the illness or injury. In the event that the employee becomes entitled to Worker's Compensation benefits, the Employer shall be entitled to recoup the wage payments under this Section, except for that portion of the employee's basic wage not covered by Worker's Compensation.

3. The Employer shall pay for one (1) year from the date of injury all insurance benefits under this agreement, including but not limited to health, life, medical, optical and dental insurance, and the Employer's share of retirement premiums, except for pro-rata type benefits, such as additional vacation accumulation, personal time and sick time accumulation, additional food and clothing allowance and sick leave earnings. At the end of one (1) year, the Employer shall offer the employee the right to pay premiums for health insurance as mandated by Federal law regarding extended health care coverage. No employee shall suffer a reduction in sick days for work time missed due to on-the-

job injury or illness so long as the employee qualifies for worker's compensation benefits.

4. It is hereby intended that no employee shall receive more than his/her regular basic wage rate by reason of the provisions of this section.

a) In the event an injured employee becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits will be coordinated and the Employer's obligation to supplement wage loss benefits under this section will be limited to bringing the employee to his/her regular basic wage rate.

b) The Employer will be subrogated to all of the employee's rights of recovery against any person or organization to the extent of any wages or benefits which the Employer becomes liable to pay under this section.

D. Guaranteed Job.

1. Employees who have been off duty on injury-on-the-job leave and have recovered sufficiently to be able to return either to full duty or light duty within the Employer, will be so certified at the time they reach this status physically.

2. It will be the determination of the Employer as to what type of light duty the employee is assigned. No employee assigned to light duty will be required to respond to fire or medical emergencies.

3. When an employee has been off duty for ninety (90) days or more for injury-on-the-job leave, that employee will be examined with a view toward physical and vocational rehabilitation, as well as to his present employment capability.

4. Upon completion of the evaluation, either by the Employer's physician, by consultants and/or by the physical and/or mental rehabilitation services as indicated by the Employer's physician, the Fire Chief will inform the Civil Service Commission, the Clerk's offices, and the Township Supervisor of the proposal for action concerning the employee's physical and rehabilitation status. This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with the job specification, but his capability of performing any duty with the Township. If he is found able to perform some service for the Township, then his case will be referred to the Civil Service Commission and the Township Board of Trustees for placement in a position with the Township within his physical capabilities.

5. Wages and benefits paid to an employee placed pursuant to this provision will be the wages and benefits normally incident to the job in which the employee is placed.

E. Duty Death Benefit.

If an employee dies as a result of an on-the-job injury or illness, the Employer will continue to maintain the medical, dental, optical and prescription drug insurance coverage, as subsequently modified from time to time by the collective bargaining agreement, for the employee's spouse and for the employee's dependent children (as defined in the employer's then existing group insurance policy but no older than age 22.) This coverage will continue for the spouse for up to 5 years, or until the spouse of the employee obtains equal or better insurance coverage from the spouse's own employer, dies, or remarries, if any of such events occurs before 5 years have elapsed.

ARTICLE 14

INSURANCE

A. The Employer reserves the right to select or change insurance carriers, to be a self-insurer, either wholly or partially, and to choose the administrator of the insurance programs. The Employer shall be required to identify what if any changes in benefits will occur as a result and to notify the Union prior to making any changes in benefits. Benefit changes must be comparable to or greater than the benefits previously provided. The parties agree to meet and discuss any proposed benefit changes as to the comparability of the changes and attempt to resolve any differences. If the parties are unable to resolve such differences as to the comparability of benefit changes that dispute will be submitted to an arbitrator selected by the parties with experience in the health insurance field. No benefit changes are permitted until the arbitrator resolves the matter.

B. The Employer shall maintain health, dental, and optical insurance for Fire Department employees. The Employer will provide at the Employer's expense, subject to the provisions of Paragraph C (below) BCN 10 HMO as detailed in Exhibit A – Active and Exhibit B – Retiree. The plan shall include a \$3000/\$6000 annual individual/family in-network deductible, with such deductible to be paid in full by the Township.

1. The Employer shall provide dental insurance covering:
 - 100% of diagnostic, preventative emergency palliative and radiographs;
 - 75% of oral surgery restorative, periodontics and endodontics;
 - 50% of prosthetic appliances and major restorations;
 - Orthodontics are not covered;
 - Maximum \$1,000.00 per person.
2. The Employer shall provide optical insurance covering:
 - Examination: Once every 24 months, 100% with participating doctor.
 - Lenses: Once every 24 months, benefits will be at a level in accordance with the benefits provided in the current Vision Service Plan.
 - Frames: Once every 24 months, benefits will be at a level in accordance with the benefits provided in the current Vision Service Plan.

C. Employee health insurance programs are subject to the following:

1. a. Prescription co-pay shall be \$10.00 generic pharmaceutical, \$20.00 brand name preferred and \$40.00 brand name non preferred for the HMO. In those cases where a generic equivalent is available, but an insured or his or her physician insists on a brand name in lieu of the available generic equivalent, the employee shall be responsible for any additional cost of the brand name in excess of the generic equivalent to the extent not paid by the HMO, over and above the applicable \$20.00 co-pay.

b. Prescription co-pay shall be \$10.00 generic prescriptions, \$40.00 formulary brand name prescriptions and \$80.00 nonformulary brand name prescriptions for the PPO.
2. Office visit co-pay: (HMO: \$30.00; PPO: \$30.00). ER Co-pay: (HMO: \$100.00; PPO: \$150.00). UC Co-pay: (HMO: \$35.00; PPO: \$30.00).
3. The PPO plan shall include a \$1,000 deductible for each member and a \$2,000 deductible for two or more members with an 80%/20% coinsurance and maximum co-pays of \$2,500 for each member and \$5,000 for two or more members.

4. Insurance Premium Sharing as follows: Effective on the date required by Public Act 152 of 2011, employees shall contribute 20% of the costs of Township-provided health insurance by way of payroll deduction spread evenly over each payroll period.

5. Bargaining unit members electing the Blue Cross/Blue Shield PPO health insurance coverage shall be required to pay, via payroll deduction, the difference in premium cost between the PPO coverage and the HMO coverage. However, it is understood, should the employee not have a health insurance provider and/or hospital participating in the Blue Care Network HMO within a thirty (30) mile radius of his/her residence, and therefore cannot reasonably have access to the HMO coverage, the employee shall be permitted to select the BC/BS PPO coverage and thus be required to provide the same health insurance premium contribution as employees selecting HMO coverage outlined above.

D. The Employer will provide open enrollment on an annual basis. The Employer will provide the bargaining unit, in advance of open enrollment periods, up-to-date information concerning projected premium increases, at the time other Township employees are notified of the same.

E. The Employer agrees to study, and if practicable, adopt a program which will allow for employee premium co-payments to be made on a pre-tax basis.

F. The Employer will continue to maintain the following programs.

1. Term life insurance with a double indemnity provision, at 1.5 times x annual base salary rounded to nearest \$5,000.00 to a maximum of \$50,000.00 with a reduction of:

- a) 35% percent at age 65;
- b) 50% percent after age 70;
- c) and, 65% percent after age 75.

2. Long-term disability insurance with a maximum sixty (60) day elimination period.

3. Liability insurance through Michigan Municipal Risk as offered by Michigan Municipal Risk or from a comparable provider at a comparable cost.

G. The Employer will provide retirees who leave the Fire Department after twenty-five (25) years of service, and their spouses, with health insurance comparable to that provided full-time employees, including dental, optical and prescription drug riders, provided that benefits are coordinated with Medicare, Medicaid, and other benefits provided by subsequent employers or spousal employers. Employees who retire after May 6, 2012 shall contribute 20% of any health care cost paid by the Township for retiree coverage for that employee in each year of retirement. The retiree contribution shall be paid directly to the Township prior to the start of the

benefit plan year each year of retirement. Retirees shall be provided the opportunity to pay the cost for coverage of dependents at the Township's group rate, including premium increases and a charge for administrative costs in the amount of two per cent (2%) of the retiree's premium payment for such additional coverage. Effective as soon as possible after execution of this Agreement, the Employer shall pay 25% of the group premium rate for providing such coverage to dependents of all future retirees. Upon retirement and eligibility, Medicare shall be the primary insurer. The Employer will reimburse retired employees who were hired prior to 1961 for Medicare medical co-payments. No one hired in 1961 or thereafter will be reimbursed for Medicare medical co-payments. A spouse who is divorced from a retiree, or who remarries after a retiree's death, shall only be eligible for those benefits which the spouse would be permitted to obtain, by providing the Employer with the premium, under Federal laws regarding extended health care coverage. Notwithstanding the above, retirees who currently have coverage under Blue Cross Blue Shield shall continue to be provided such coverage. If, however, BCBS shall discontinue the Township's ability to provide said coverage pursuant to the Michigan Small Group Reform Act or for other reasons beyond the control of the Township, those retirees shall be provided coverage comparable to that provided full-time employees.

H. Coverage upon eligibility for Medicare

a. Retired Employee Becomes Medicare Eligible.

When a retiree and his/her spouse becomes Medicare-eligible or when a retiree without a spouse becomes Medicare-eligible, in lieu of retiree health insurance the Township will provide an annual reimbursable amount not to be rolled over from year to year of \$1,549.00 for single and \$3,098.00 for a couple into a health reimbursable account which may be used for all medical expenses allowed under law. This payment shall be pro-rated in the calendar year when the payment first begins with the \$1,549.00/\$3,098.00 payment being based on a full calendar year.

b. Spouse of Retired Employee Becomes Medicare Eligible.

When the spouse of a retiree becomes Medicare-eligible prior to the retired employee becoming Medicare-eligible, the \$1,549.00 annual payment into the health reimbursable account will be made on behalf of the spouse in lieu of health insurance for the spouse. The retired employee will continue to receive Township provided health insurance until such time as he/she becomes Medicare-eligible.

c. It shall be the responsibility of the retired employee and/or spouse to secure supplemental insurance.

d. On January 1 of each year, the amounts provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

I. Retiree Opt-Out

a. Retirees who elect to waive medical benefits will be entitled to an annual taxable cash benefit in the amount of \$3,900. Retirees wishing to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the retiree, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the retiree must submit a letter to Human Resources certifying that the retiree and the retiree's dependents will be covered under a health insurance plan, as well as any other documentation required by state and/or federal law. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

b. In the event a retiree's outside insurance coverage is terminated for a reason that would permit reentry into the Township's health insurance plan, the Township will endeavor to enroll the retiree and the retiree's eligible spouse, if one exists, in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

c. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

d. Employees must notify the Township within thirty (30) days of a status change which would affect a retiree's eligibility or benefit under this section.

J. EMPLOYEES HIRED ON OR AFTER MAY 6, 2012

1. Employees hired on or after May 6, 2012, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account ("HRA") under the following terms: Township to contribute \$50 per pay. Effective April 1, 2016, the Township will contribute \$75 per pay. Employees shall vest 20% after each year of plan participation and will be 100% vested after 5 years of plan participation. The employees control how contributions and associated earnings are invested in the account, choosing from available mutual fund options.

2. The Township is committed to working with the Union on the issue of the form of the account used to fund retiree health insurance as detailed in Section 1, above, including providing an employee the ability to voluntarily contribute additional funds into the account. In this regard, the parties agree that following ratification of this Collective Bargaining Agreement both parties remain obligated and intend to bargain on the sole issue of the form of the account used in Section 1, above, to fund retiree health insurance.

K. SPOUSE DEFINED

Effective May 6, 2012, any retirement benefits in this provision provided to the spouse of the employee, shall be limited solely to the employee's spouse at the time of retirement.

L. The Employer’s flexible benefit plan established as part of Section 125 of the Internal Revenue Code shall be available for utilization by members of the bargaining unit. Administration and limitations of this Plan shall be determined by the Township and as otherwise required by federal law or regulation.

M. The Township shall not reimburse employees for emergency service co-pays incurred under the HMO option.

N. Union members who wish to waive medical benefits must complete a Plymouth Community Fire Department Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the employee must submit a letter to Human Resources certifying that the employee and the employee’s dependents will be covered under a health insurance plan. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

1. In the event a union member’s outside insurance coverage is terminated for any reason, the Township will endeavor to enroll the employee and the employee’s eligible dependents in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

2. If the Township sponsored medical benefits plan is not available to the employee when the employee’s outside coverage is terminated, then the Union agrees that the employee will continue coverage under COBRA, if applicable, and if not the employee will continue health insurance coverage under a conversion policy. The Township will pay, directly to the appropriate former employer or directly to an insurance carrier, an amount equal to the lesser of the cost of coverage under the outside insurance plan or conversion policy, or the cost to the Township of medical benefits provided under the Township’s medical benefits insurance policy. (For example, if medical benefits from the Township’s chosen carrier cost the Township \$400.00 per month and the outside insurance plan or conversion policy is \$500.00 per month, the Township would contribute \$400.00 per month toward the outside medical insurance plan or conversion policy). The Township’s funding of the outside insurance plan or conversion policy shall cease upon the Open Enrollment date for medical benefits under the Township’s health insurance programs.

3. Union members who waive medical benefits will be entitled to a taxable cash benefit of \$150.00 per pay period for the duration of the waiver.

4. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

ARTICLE 15

BEREAVEMENT LEAVE

In the event of a death in the Firefighter or Fire Officer's immediate family, that is, his spouse, child, those with whom he is in the position of loco parentis, parents, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents of employee or spouse, the employee shall be excused, without loss of basic salary and fringe benefits, for a period of seventy-two (72) consecutive hours commencing on a day and time chosen by the employee, provided that one (1) of the days of this period is the date of the service of said deceased.

ARTICLE 16

COURT AND MORGUE TIME

A. When a Firefighter or Fire Officer of the Department is required to appear in court or at the morgue on off-duty time, in conjunction with Department related business, he shall be compensated as follows for each off-duty day:

1. Six hours or less of such court or morgue time:

Six hours compensation at the employee's prevailing salary rate.

2. Over six hours of such court or morgue time:

The number of hours times the employee's prevailing salary rate per hour.

B. Court and morgue time does include travel time from the Plymouth Community Fire Department to the court or morgue and return to said Department. All fees received by the employee for such duty shall be paid to the Employer.

C. Jury Duty.

1. All fees paid to the employee for a duty day will be turned over to the Employer.

2. The Employer will pay the employee for days served on the jury on all of the regularly scheduled work days.

3. The employee will report back to complete the shift on which he was working after serving on the jury unless he must report back to the court on the following day, or unless he is excused in accordance with Article 9, Paragraph N. In any circumstance, the employee will notify the officer in charge as to his disposition.

D. If an employee is required to drive his vehicle to or from any court or morgue appearance that is Fire Department related, shall be paid mileage at the current rate paid by the Employer, plus any parking fees incurred. The Employer shall, at its discretion, provide said employee with a Township vehicle for the purpose of travel to and from any court or morgue from the Township Hall.

ARTICLE 17

PROTECTIVE CLOTHING AND UNIFORM ALLOWANCE

A. The Employer shall pay each Firefighter or Fire Officer a uniform allowance of Five Hundred Fifty (\$550.00) Dollars per year which shall be paid at the rate of Two Hundred Seventy-Five (\$275.00) Dollars, the second employee payday in the month of September and the second employee payday in the month of March. Said uniform allowance is to be used by the employee for the purchase, maintenance and replacement of uniforms after the initial issue.

In lieu of the first uniform allowance payment which would otherwise be due to a new hire employee, the Employer will initially supply such new employee with:

- 1 - Fatigue jacket with patches
- 1 - Pair collar insignias
- 1 - Dress cap
- 1 - Leather badge backing
- 3 - Navy Blue uniform shirts with patches
- 3 - Navy Blue uniform pants
- 1 - Black Firefighter's belt
- 1 - Pair Black work shoes

B. In the event of termination of employment, each employee shall be entitled to a pro rata portion of the uniform allowance for the period worked.

C. The Employer shall provide and maintain, in a safe and serviceable condition, all protective clothing required of the employee as determined by the Fire Chief in accordance with the standards contained in the Plymouth Community Fire Department’s Rules and Regulations.

ARTICLE 18

PERSONAL EFFECTS

Members of the Union shall be reimbursed for the replacement of personal effects, including personal uniforms that have been damaged or destroyed in the performance of duty or job upon the recommendation of the Fire Chief.

ARTICLE 19

PHYSICAL EXAMINATION

A. The Employer shall, at its expense, provide each Firefighter and Fire Officer with an annual physical examination every other year, including, but not limited to, chest x-rays and electrocardiograms.

B. The initial examination to be provided shall be given as close as possible to the date of hire. The Employer shall receive a statement from the physician as to whether or not the employee is capable of performing the duties of a firefighter and the nature of any incapacity.

C. At such time as an employee is determined to be unfit or incapable of performing the duties of a firefighter, he will be automatically placed on sick leave, pending a determination, pursuant to the provisions of Article 13 to be held within a reasonable time, that the illness or injury is found to be job-connected. At such time as the illness or injury is found to be job-connected, the employee’s sick leave shall be reimbursed and the employee placed on “On-the-Job Injury”. In the event that the employee’s illness or injury is found to be other than job-connected, that employee would continue on sick leave until such time as sick leave and accrued vacation time is depleted and then that employee would be placed on medical leave of absence, without pay, for a maximum period of one (1) year. The employee may qualify for benefits under the Employer’s long term disability policy after the necessary elimination period. The applicable provisions of Act 78 of Public Acts 1935, as amended, are incorporated herein by reference.

ARTICLE 20

RESIDENCY

An individual need not be a resident of Plymouth Township to apply for a full-time firefighting position. However, as a condition of continued employment, all full-time firefighters must reside within thirty-five (35) air miles from the nearest boundary line of the Charter Township of Plymouth within ninety (90) days after successful completion of the probationary period.

ARTICLE 21

MUTUAL AID

In the event a firefighter is required to serve in a locality other than The Charter Township of Plymouth or the City of Plymouth, pursuant to any mutual aid agreements within other municipalities, he shall not be required to respond to orders of other than those employed in the Plymouth Community Fire Department.

ARTICLE 22

MAINTENANCE OF CONDITIONS

The Employer shall advise the Union five (5) days prior to any changes in existing work rules or the establishment of new work rules. Any unresolved complaint involving discrimination in the application of the changes in the existing rules or of the new rules shall be resolved through the Grievance Procedure.

If any departmental rules, regulations, directions, general orders, or special orders, including any amendments thereto, are inconsistent with this agreement, this agreement shall prevail.

ARTICLE 23

PENSION

A. Employees hired prior to May 6, 2012 shall be members of the MERS Defined Benefit Plan which shall include a 2.8% multiplier. Vest 10, FAC3, 80% max. The pension shall consist of a bridged benefit with a 2.8% multiplier for service prior to July 1, 2014, Frozen FAC for that service period, and 2.5% for service beginning July 1, 2014. The Employer shall be responsible for contributions to the Plan up to 13.5% of payroll as defined by MERS (excludes food and clothing, ALS & EMT bonuses, sick time payouts and benefit opt outs). Should the actuarially determined cost of the Plan exceed 13.5%, members of the unit will be responsible for all additional contributions. Employer contributions shall not exceed 13.5% of MERS

payroll, the employee remaining responsible for funding any actuarially determined costs which exceed 13.5% of payroll. Effective July 1, 2014, members of the unit will be responsible for the first 10% of MERS payroll to the pension plan. Member contributions shall not exceed 10% of MERS payroll, the employer remaining responsible for funding any actuarially determined costs which exceed 10% of MERS payroll.

The amortization period utilized to compute the annual pension cost shall be 15 years.

B. Employees hired on or after May 6, 2012 shall participate in a defined contribution plan with John Hancock Life Insurance Company. The terms of the Plan Document for this pension plan and any Adoption Agreements adopted by the Township shall be controlling as to all matters concerning contributions, eligibility and other required matters. The Township shall contribute the following amounts each year to the pension plan: fifteen (15%) percent of the employee's base wages. The employee shall make retirement contributions of five (5%) percent of his/her base wages (pre-tax) to the pension plan. The employee may contribute up to an additional ten (10%) percent of the employee's base wages (after-tax) each year to the pension plan on a voluntary basis. The following schedule shall apply:

1. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).
2. Employer/Township Contributions:

20% vested after completion of one (1) year of plan participation
40% vested after completion of two (2) years of plan participation
60% vested after completion of three (3) years of plan participation
80% vested after completion of four (4) years of plan participation
100% vested after completion of five (5) years of plan participation

ARTICLE 24

SEVERABILITY

If any Article or Section of this Collective Bargaining Agreement, or if any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Collective Bargaining Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of have been restrained, shall not be affected thereby.

ARTICLE 25

EXTENSION

In the event that negotiations for any modifications or termination extend beyond the termination date of the Collective Bargaining Agreement, the mandatory terms and conditions of employment contained in this Collective Bargaining Agreement shall remain in full force and effect pending a new Collective Bargaining Agreement between the parties. Consistent with Michigan law, permissive bargaining subjects may be discontinued or modified unilaterally by the Township after contract expiration.

ARTICLE 26

GRIEVANCE AND ARBITRATION

A. Grievance Procedure.

A grievance is defined as an alleged violation of a specific Article and Section of this Collective Bargaining Agreement. If any such grievance arises during the term of this Collective Bargaining Agreement, it shall be submitted to the following Grievance Procedure:

A grievance shall be processed utilizing the forms herein prescribed:

(1) Grievance Initiation Form:

This form shall constitute the first formal written grievance.

(2) Grievance Disposition Form:

This form shall be utilized by the party or parties rendering a decision pertaining to the grievance.

(3) Grievance Appeal Form:

This form shall be utilized in the event an employee disagrees with the disposition of his grievance and shall be used at any level prior to final disposition. Said forms are to be provided by the Employer.

B. Prior to filing a formal grievance, the employee or his chosen representative shall attempt to settle the grievance at the department level. Each side is to be advised of persons to be present. In any event, a formal written grievance stating the specific Article and Section of this Collective Bargaining Agreement alleged to be violated, together with the facts giving rise to the grievance, the relief requested, and signed by the employee must be filed within ten (10) business days of the occurrence out of which the grievance arises. If attempts to settle the

grievance informally have failed at the department level, formal proceeding shall consist of the following:

Step One:

Submitting the grievance on the Grievance Initiation Form to the Fire Chief, who shall have five (5) business days to render a decision.

Step Two:

In the event that the decision rendered in Step One is not satisfactory to the employee or to the Union, either the employee or the Union, on behalf of the employee, shall submit a Grievance Appeal Form within five (5) business days of the decision in Step 1 to the Township Supervisor. The Township Supervisor shall then render a decision within ten (10) business days after receiving the Grievance Appeal Form.

C. Any grievance not advanced to the next Step by the Union within the time limit in that Step shall be deemed abandoned. If the Township Supervisor or his/her representative does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by mutual agreement, in writing.

D. The Employer shall not be required to pay any back wages for more than three (3) calendar days prior to the date a written grievance is filed, provided that in the case of alleged shortages in pay or other allowances provided in this Collective Bargaining Agreement, the applicable period will be one (1) calendar year from the date the written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.

2. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance unless such grievance has been designated as a representative grievance.

E. Any grievance which arose prior to the effective date of this Collective Bargaining Agreement shall not be processed.

F. Any agreement between the Employer and the Union representatives is binding on all workers affected and cannot be changed by any individual.

G. In no event shall an individual be permitted to invoke arbitration under this Collective Bargaining Agreement.

H. For purposes of counting days under this Article, the day of receipt shall not be included.

I. In the event that the grievance is not settled in accordance with Paragraph B, the Union may invoke arbitration by filing a demand with the American Arbitration Association and the Township Supervisor. Such Demand for Arbitration shall be submitted within twenty (20) business days after receipt of the Township Supervisor's decision or expiration of the time limits for the Township Supervisor's decision contained in Paragraph B, Step Two, of the Grievance Procedure. Each party shall pay its own cost of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator and his travel expenses of arbitration shall be borne equally by the parties.

J. Jurisdiction of the Arbitrator.

1. The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section A of the Article. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue provided that the Arbitrator may hear the case upon the merits before rendering a decision on arbitrability. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decisions.

2. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Collective Bargaining Agreement. He shall have no power to specify the terms of a new Collective Bargaining Agreement. The Arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by the law unless the matter is otherwise arbitrable and the grievant and/or Association has not submitted or filed the subject matter of the grievance to any remedial procedure or forum established by law.

3. His powers shall be limited to deciding whether the Employer has violated the express Articles or Sections of this Collective Bargaining Agreement and he shall not imply obligations or conditions binding upon the Employer from this Collective Bargaining Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

4. There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer.

K. The President of the Union or his designated representative shall be afforded reasonable time during regular hours without loss of pay for the processing of grievances under this Collective Bargaining Agreement.

L. An employee who has been disciplined, up to and including discharge, may elect to submit any grievance concerning the discipline which has not been settled in accordance with Paragraph B to the Act 78 Civil Service Commission within twenty (20) business days, in lieu of

a request for arbitration under Paragraph H. The procedure and time limits in this paragraph supercede any prehearing procedure and time limits in Act 78. A grievance which is submitted to the Civil Service Commission at an employee's election may not be arbitrated.

ARTICLE 27

PROFESSIONAL QUALIFICATIONS

A. The Employer and the Union agree that it is in the public interest for the firefighters to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Employer may, in its sole discretion, select any training program, session or meeting which it finds suitable. When so directed by the Employer, employees shall participate in all training programs, sessions or meeting selected by the Employer.

B. Once each year, the Employer may change, modify or reschedule each employee's normal work hours for up to three (3) work weeks when, in the Employer's opinion, it is necessary to provide for employee's attendance at the selected training program, sessions or meetings. During the first six (6) months of their employment, probationary employees may be assigned to work forty (40) hours per week at the discretion of the Chief of the Department.

C. All employees, when directed by the Employer, must satisfy the mandatory training requirements and minimum certification requirements established by State law for ALS (including ACLS and PALS). The Employer may schedule employees on a forty (40) hour-a-week basis for purposes of satisfying training, and other requirements set forth in this Article. The Employer will pay for the cost of tuition and books. Employees shall not suffer a reduction in pay or benefits while participating in said training.

D. Platoon training may be conducted amongst each individual platoon Monday through Friday, 9:00 a.m. - 12:00 noon and 1:00 p.m. - 4:30 p.m., except on holidays when no training occurs. All on-duty personnel will participate in the scheduled training sessions. On-duty Fire Officers or an on-duty State Certified Instructor, as designated by the Fire Chief, will be responsible to conduct the training class as set forth by the Fire Chief. This does not restrict specialized training which may be scheduled at appropriate times.

E. Continuing Education.

The Employer will cover the expense of registration for educational classes if, in the opinion of the Fire Chief, a course would be of benefit to the Employer with regard to the performance of an employee's job, and provided a "C" average is maintained. Payment for the class is to be made by the employee, and will be reimbursed by the Employer at the end of the semester upon presentation of a payment receipt and evidence of having received at least a "C" average. Courses must be scheduled during other than normal work hours. Trading of time may be utilized for this purpose, providing such trading does not cost the Employer any additional overtime. The denial of a course approval may be appealed through the grievance process. Payments under this Paragraph shall be limited to \$1,200.00 annually.

ARTICLE 28

EMT/ALS

A. All personnel at the rank of Firefighter, Fire Lieutenant and Fire Captain shall be required to maintain ALS license (including ACLS and PALS), except as otherwise provided in paragraph F. The Charter Township of Plymouth shall provide for the training of all ALS personnel. It is agreed that future personnel shall be trained at the ALS level at the time of hire at the discretion of the Township.

B. In the event an employee hired prior to August 1, 2000 should not pass the class or State exams after the first course, said employee shall be permitted to take the class a second time. Those employees taking the course a second time will not be compensated for training outside of their normal work schedule. The employee will be released from duty to complete classroom time if the class is on the same day as his normal workday. The employee shall be responsible for paying all costs for training if failure is caused by poor attendance (except where due to legitimate circumstances). Under legitimate circumstances, employees will be paid overtime to attend the second class if mutually agreed upon by the Township and the Union. Should members fail the class a second time, such members will lose their EMT bonus.

C. An employee who is trained and ALS certified who severs employment with the Township voluntarily within two years of completion of the program shall repay the Township (if said employee leaves for another firefighting or medical related position), via payroll deduction and/or other final compensation for costs associated with the training on a pro-rated basis. It is understood that these costs do not include overtime compensation. Retirees are exempt from this clause. All employees will be required to sign an agreement reflecting the terms of this paragraph as a condition to ALS training and certification.

D. Upon obtaining state licensure as a Paramedic, each PTFD Paramedic shall be paid an annual bonus of \$2,000.00 for ALS certification. This bonus shall be pro-rated if the employee is certified for a partial year. Members of this department who become ALS trained will continue to receive, in addition to the above, the former EMT-D bonus of 1.5% of annual base salary set forth in paragraph G below. It is understood that if this Department ever begins transporting on a full-time basis that the Township agrees to reopen and negotiate wages and other benefits.

E. It is agreed that once the Advanced Life Support (ALS) training has begun, the Township and the Union will meet every two months, or whenever needed, during the first two years of the program in order to attempt to resolve problems which may arise in the administration of the ALS program.

F. Overtime.

With regard to overtime compensation for ALS Refresher Training:

(a) The Employer will attempt to schedule this training during the unit members' regular workdays. [See Article 6(B)]

(b) In the event the Employer schedules or requires an individual to attend training on other than a regularly scheduled workday, that time shall be considered time worked for overtime compensation purposes. The Employer will pay overtime to attend ALS refresher training for employees that are on Worker's Compensation and are unable to attend classes and/or for employees that are on sick leave or bereavement leave.

(c) The Fire Chief has the right to deny an individual's vacation request or a trading of time request that would conflict with the ALS Training.

G. EMT – D - Wages/Bonus.

ALS licensed employees will continue to receive an annual bonus in the amount of one and one-half percent (1.50%) of his annual base salary, to be paid on the second employee payday in the month of March. This bonus will be pro-rated for new hires and employees who are certified for less than a full contract year.

ARTICLE 29

PHYSICAL QUALIFICATIONS

A. The Employer may, at its discretion, require that employees submit to physical and medical tests and examinations by an Employer appointed doctor when such tests and examinations are considered to be of value to the Employer in maintaining a capable work force, employee health and safety, etc. provided, however, that the Employer will pay the cost of such tests and examinations.

ARTICLE 30

NO-STRIKE CLAUSE

A. During the life of this Agreement, the Union shall not cause its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, restriction of work, or interference with the operations of the Employer. The Union shall not cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations during the life of this Agreement.

B. The Union agrees it will take prompt, affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this

Article and such action shall not be subject to the Grievance Procedure or arbitration provision of this Collective Bargaining Agreement. In addition, the Employer shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Collective Bargaining Agreement by notice, in writing, to the Union, in addition to any other remedies it may have.

C. The committeeman and officers of the Local shall take prompt, affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, or work interference of any kind.

ARTICLE 31

SUCCESSOR'S CLAUSE

The Collective Bargaining Agreement shall be binding upon the successors and assigns of the parties hereto until the expiration of this Collective Bargaining Agreement, unless otherwise extended by mutual agreement of the parties.

ARTICLE 32

EMERGENCY PROGRAM MANAGER/TRAINING OFFICER

A. Ranks/Wages.

Position shall be at the rank and pay of a lieutenant.

This is an exempt position under the Administrative Tests of the Fair Labor Standards Act.

B. Pension.

Same as other fire bargaining unit members.

C. Medical Benefits.

Same as other bargaining unit members including health, vision, dental, long-term disability, life insurance. (See, Article 14).

D. Personal Days.

Two (2) days during the calendar year for personal business reasons with approval of the Fire Chief Personal Business Days may not be used the day prior to or the day after a paid holiday. Personal Business Days may be used in increments of not less than one-half day, (i.e. in

increments of four (4) hours). Personal Business Days are not charged against sick leave or annual leave and are not accumulated from one year to the next.

E. Sick Leave.

Employee shall earn one (1) sick day for each month a full-time employee works eighteen (18) paid days. Employee may accrue up to forty-five (45) days of sick leave. At the end of a calendar year accrued sick days in excess of the forty-five (45) day cap shall be bought back by the Employer at the rate of one-half (1/2) the daily wage rate prevailing as of December 1 of that year in which the time was earned.

F. Annual Leave - Method of Earning.

Annual leave shall be computed consistent with the Township's policy for non-union employees.

G. Use of Leave.

1. Annual leave earned in one (1) year must be taken in the next succeeding calendar year.

2. Annual leave shall not be accumulated from year to year.

3. Should the employee leave the employ of the Employer for any reason, annual leave accrued and unused during the calendar year in which the employee leaves shall be redeemed by the Employer at the employee's current wage rate, pursuant to State and Federal Wage and Hour laws.

4. Annual leave not used in the eligible calendar year is automatically lost and removed from the books.

5. Unscheduled annual leave days may be used in increments no less than one (1) work day.

6. A maximum of two (2) days of annual leave may be used in conjunction with a holiday or weekend in any one (1) calendar year.

H. Holidays.

President's Birthday
New Year's Day
Good Friday (1/2 day)
Memorial Day
Independence Day
Labor Day

Veteran’s Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year’s Eve Day
Martin Luther King Holiday

I. Bereavement Leave.

Up to three (3) days, not chargeable to sick or annual leave shall be used for the death in the employee’s immediate family of the following:

Spouse	Brothers
Parents	Sisters
Grandparents	Children

Also included are in-laws, step-children and grandchildren.

J. Hours of Work.

1. Work Week (37.5 hours)
 - a) Scheduling of hours in accordance with the Fire Chief’s directives for the Department.

K. Longevity Pay.

Shall be entitled to receive longevity pay in accordance with the terms of Article 5 Paragraph C of this Contract.

L. Uniforms.

The uniform issue of the Emergency Program Manager/Training Officer will be replaced on an as needed basis.

ARTICLE 33

LIEUTENANT

All Lieutenants who have not already done so will be referred to complete the State of Michigan Fire Officer Course (Levels I, II and III).

ARTICLE 34

FIRE INSPECTOR

A. The Employer agrees to create the position of Fire Inspector. The Employer further agrees to begin steps to fill the position of Fire Inspector in accordance with the terms and requirements of Public Act 78 promptly upon the signing of this Collective Bargaining Agreement.

B. To be eligible to participate in the Fire Inspector process, members of the Union (or those individuals tendering a service fee) as of the date of signing this Agreement, must have five years of Township Fire Department service and must possess and maintain Firefighter I and II Certification. There shall be no EMT certification requirement.

C. The Fire Inspector will receive a salary equivalent to the salary of the Captain per Article 5(B) of this Collective Bargaining Agreement.

D. The Fire Inspector will receive pension, medical benefits, and longevity pay on the same basis and terms as provided other Fire Department bargaining unit employees. In addition, the Fire Inspector will receive personal days, sick leave, annual leave, holidays and bereavement leave as set forth in Article 32 (D), (E), (F), (G), (H), (I) and (L) respectively.

E. The Fire Inspector generally will have scheduled work hours and holidays equal to other administrative Fire Department personnel (37.5 per week, Monday through Friday).

ARTICLE 35

STAFFING

A. If no officer is on duty at a station for any period of a shift, then the Fire Chief will designate the senior Firefighter on duty to receive Acting Lieutenant's pay for such period.

B. Saturday and Sundays shall be regular work days.

ARTICLE 36

LAYOFF AND RECALL

Layoff and recall shall be governed by Act 78, except that laid off employees shall remain on a layoff list for a period of three (3) years from their date of layoff. Laid off employees who are not recalled within three (3) years of their layoff shall remain eligible for employment with the Township in different, similar, or identical departments, but shall no longer enjoy recall rights.

ARTICLE 37

SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations, which resulted in this Collective Bargaining Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Collective Bargaining Agreement. Therefore, the Employer and the Union, for the life of this Collective Bargaining Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Collective Bargaining Agreement and with respect to any subject or matter not specifically referred to or covered by this Collective Bargaining Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Collective Bargaining Agreement.

ARTICLE 38

DURATION OF AGREEMENT


A. The provisions of this Collective Bargaining Agreement shall be effective as of the date specified in the Collective Bargaining Agreement and pursuant to the Letter of Understanding attached hereto and shall continue and remain in full force and effect to and including March 31, 2019, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to March 31st, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Collective Bargaining Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

B. If any negotiations described in Section A above reach an impasse, the procedure described in Act 379 of the Michigan Public Act of 1965 shall be followed.

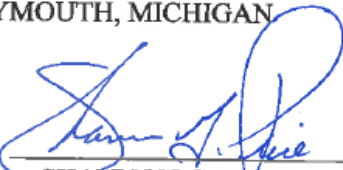
C. **IN WITNESS WHEREOF**, the Union and the Employer have caused this Collective Bargaining Agreement to be executed in their names by their duly authorized representatives this 18 day of November, 2016.

THE CHARTER TOWNSHIP
OF PLYMOUTH
PROFESSIONAL FIREFIGHTER' S
ASSOCIATION I.A.F.F./LOCAL #1496

By: 
PATRICK CONELY
Its: President

By: 
PETER BUKIS
Its: Secretary

CHARTER TOWNSHIP OF
PLYMOUTH
PLYMOUTH, MICHIGAN

By: 
SHANNON G. PRICE
Its: Supervisor


By: 
NANCY C. CONZELMAN
Its: Clerk

Exhibit A

Benefit and Rate Schedule

GROUP ID / SUBGROUP ID / CLASS ID: 00158010 / 0002 / 0007
 SUBGROUP NAME / CLASS NAME: CHARTER TWP OF PLYMOUTH / ACTIVE
 AGENT: DEMIRYAN, KELLEY A. (00764)

Your benefit package has been renewed at the following rates and is effective from 3/1/16 through 3/31/17.

CERTIFICATE:	BGN Classic for Large Groups (CLSSLG)
Riders:	CLSSLG, CC30, ER100, UR35, D3000, ASS, 100MSR, DME6, P&O6, D6RCW, WR1000, P&STNTW, BENYR, C
100MSR	Waiver Of Male Sterilization Coinsurance
6350PM	\$6,350/\$12,700 Out-Of-Pocket Maximum Rider
AMB25	Ambulance \$25 Copay Rider
ASS	Allergy Services Rider
BENYR	Benefit Year Rider
COS0	Office Visit Copay \$30
D3000	\$3000 Individual/ \$6000 Family Deductible Rider
DME6	Durable Medical Equipment Copay Waiver
D6RCW	Diabetic Supply Cost Sharing Waiver Rider
ER100	Emergency Room \$100 Copay Rider
OPRH	Outpatient Therapy And Home Care Waiver Rider
P&O6	Prosthetic & Orthotic Waiver
P&STNTW	Postnatal Copay Waiver Rider
UR35	Urgent Care \$35 Copay Rider
VACR	Elective Abortion Coverage Rider
WDEDFC	Deductible Waiver For Services With A Fixed Dollar Copay
WR1000	\$1,000 Weight Reduction Copay Rider
Pharmacy:	P1024C, MOPD20, 6350PM
6350PM	\$6,350/\$12,700 Out-Of-Pocket Maximum Rider
MOPD20	Open Formulary Mail-Order Prescription Drug Rider 2X
P1024C	Prescription Drug Rider - \$10/\$20/\$40 With Contraceptives
Hearing:	HA2
HA2	Hearing Aid Rider, Binaural Every 36 Months

The above are abbreviated descriptions. They do not replace the language in the certificate or rider brochure.

Exhibit B

Benefit and Rate Schedule

GROUP ID / SUBGROUP ID / CLASS ID: 00168910 / 0002 / 0008
 SUBGROUP NAME / CLASS NAME: CHARTER TWP OF PLYMOUTH / RETIREE
 AGENT: DEMRYAN, KELLEY A. (80784)

Your benefit package has been renewed at the following rates and is effective from 8/1/16 through 8/31/17.

CERTIFICATE:	BCN Classic for Large Groups (CLSSLG)
Riders:	CLSSLG, CO30, ER100, UR35, DS000, AS5, 100MSR, DME5, P&O5, DSRCW, WR1000, PSTNTW, BENYR, C
100MSR	Waiver Of Male Sterilization Coinsurance
6350PM	\$6,350/\$12,700 Out-Of-Pocket Maximum Rider
AMB25	Ambulance \$25 Copay Rider
AS5	Allergy Services Rider
BENYR	Benefit Year Rider
CO30	Office Visit Copay \$30
DS000	\$3000 Individual/ \$6000 Family Deductible Rider
DME5	Durable Medical Equipment Copay Waiver
DSRCW	Diabetic Supply Cost Sharing Waiver Rider
ER100	Emergency Room \$100 Copay Rider
OPRH	Outpatient Therapy And Home Care Waiver Rider
P&O5	Prosthetic & Orthotic Waiver
PSTNTW	Postnatal Copay Waiver Rider
UR35	Urgent Care \$35 Copay Rider
VACR	Elective Abortion Coverage Rider
WDEDFC	Deductible Waiver For Services With A Fixed Dollar Copay
WR1000	\$1,000 Weight Reduction Copay Rider
Pharmacy:	P1024C, MOPD20, 6350PM
6350PM	\$6,350/\$12,700 Out-Of-Pocket Maximum Rider
MOPD20	Open Formulary Mail-Order Prescription Drug Rider 2X
P1024C	Prescription Drug Rider - \$10/\$20/\$40 With Contraceptives
Hearing:	HA2
HA2	Hearing Aid Rider, Binaural Every 36 Months

The above are abbreviated descriptions. They do not replace the language in the certificate or rider brochure.

LETTER OF UNDERSTANDING

This Agreement, entered into between the Charter Township of Plymouth and the Plymouth Professional Firefighters' Association, I.A.F.F. Local 1496:

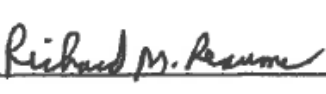
In recognition of the Department's implementation of ALS certification for its fire suppression personnel, references in former Article 27 and 28 (incorrectly referenced as Article XXVII in the 1997-2000 Labor Agreement) to EMT certifications and continuing training requirements have been superceded by new contract language applicable to ALS certifications and continuing training requirements and contained in Article 27 and 28 of the new Agreement (2000-2003).

To the extent that there are any employees who have not become ALS certified as of the date of this Letter, Article VII and Article XXVII (sic: XXVIII) of the prior agreement (1997-2000) shall govern such employees instead of the corresponding provisions of the current (2000-2003) agreement. However, such employees shall be covered by Article 28(B) of the current agreement.

For the Union

For the Township

By: 

By: 

Its: President

Its: SUPERVISOR

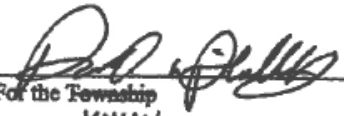
Dated: 1-3-05

Dated: 1-10-05


LETTER OF UNDERSTANDING

Pursuant to negotiations for a new labor agreement effective April 1, 2003 through March 31, 2006, the parties have agreed to eliminate the HMO Fortis Dental (known formerly as Independent Dental) plan, as a dental insurance carrier under the Agreement.

Consistent with an Arbitration opinion dated February 18, 2004 by Arbitrator David W. Grissom, two employees (Jury/Tefend) shall be grandfathered under the Fortis HMO plan for orthodontia coverage for any current dependents who wear orthodontia to the extent required by the terms of Arbitrator Grissom's opinion and award.



For the Township
UNION



For the Union TOWNSHIP
SUPERVISOR
1-10-05


LETTER OF UNDERSTANDING

For purposes of Article 6F, the following illustration sets forth the correct calculation for purposes of FLSA overtime bonus calculations.

Captain base wage: \$60,059.13 divide by 2808 = \$21.39 multiplied by 1.5 (time and one-half)	\$32.08
longevity: \$2,150.00 divide by 2912 = \$0.74 for bonuses included for FLSA multiplied by .5 (the additional half time)	\$0.37
ALS Payment (\$2,000 + 1.5% of base): \$2,900.89 divide by 2912 = \$1.00 for bonuses included for FLSA multiplied by .5 (the additional half time)	\$0.50
food allowance: \$750.00 divide by 2912 = \$0.26 for bonuses included for FLSA multiplied by .5 (the additional half time)	\$0.13
total =	\$65,860.02
	\$33.08

Under the example above, payment for twenty-four (24) hours of FLSA overtime would be \$793.92.


For the Union


For the Township
SUPERVISOR

PLYMOUTH TOWNSHIP DRUG POLICY

I. PURPOSE

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Plymouth Community Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction, to dependence upon or problem with drugs.

II. BENEFITS, INCONVENIENCE, COOPERATION

Those employees with drug abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused to the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those who, because of drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organization in implementing the policies set forth herein.

III. DEFINITIONS

- A. Alcohol or Alcoholic Beverage – means any beverage that has an alcoholic content, excluding "other medicines" taken in compliance with Article V.
- B. Drug – means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.
- C. Prescribed Drug – means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug – means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer – means an Officer, Acting Officer or individual who is the member's superior in the chain of command.
- F. Impairment – to injure by weakening, diminishing or decreasing strength and value, physical or mental.

- G. Use – to avail oneself of, put to one’s own purpose. To consume or expend by using.
- H. Employee Assistance Program – means Employee Assistance Program provided by the Department of Personnel, Plymouth Township.

IV. VOLUNTARY PARTICIPATION IN THE EMPLOYEE ASSISTANCE PROGRAM

- A. Any employee who feels that he/she had developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self referral recommendation or referral by a supervisor. Subject to VII, Paragraph G, no employee will be disciplined on account of a self-referral or referral by a supervisor under this section, nor will any employee be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through “recommendation” or “supervisor referral” will be treated as confidential on a strict “need to know” basis. “Self referral” confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave and permit use of accumulated sick leave. Employees who have exhausted their accumulated sick leave will be allowed to use vacation time, personal leave days, etc. The cost of rehabilitation will be borne by the employer to the extent covered by the current contractual insurance program. Any excess costs remain the responsibility of the individual employee.
- D. To be eligible for leave continuation and utilization of sick leave, the employee must have been employed at least one year; must maintain at least weekly contact with the Fire Chief or Personnel Director’s office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

V. PRESCRIPTION DRUGS:

- A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty

that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.

- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (A) and (B) above, with respect to a particular prescription drug or other medicine can be disciplined or required to attend employee assistance on account of that particular prescription drug or other medicine.

VI. PROCEDURES FOR TESTING:

A. Demand for Testing.

The Township may require departmental personnel to submit to a test for alcohol, drugs, and/or prescription drugs under the following circumstances:

- 1. The employee is, based on "reasonable suspicion," ordered to submit to testing by the Chief or Assistant Chief.

B. Standards for Determining Reasonable Suspicion.

- 1. The test may be requested by a Command Officer, the Chief or Assistant Chief.
- 2. "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.
- 3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

C. Preparation of Report.

If a command officer, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency,

he/she may be directed to return to a station to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a signed, dated, timed, and contemporaneous report reducing the objective facts and reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that same time, be given the opportunity to explain his/her behavior, action, or appearance. Upon request, the employee shall have the right to Union representation. Failure of the command officer to prepare the report in accordance with the procedure outlined in this section shall render any subsequent test and discipline based upon that test void.

D. Review of Report.

If, following the employee's explanation, the command officer determines that a test is still required, he/she shall submit a copy of his/her report to the Chief or Assistant Chief. The Chief or Assistant Chief shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his/her behavior (if any) and the Chief or Assistant Chief shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the Chief or Assistant Chief, and any discipline based upon that test, shall be void.

E. Demand for Testing.

If the Chief or Assistant Chief has determined that a test shall be ordered, the order will be given by either of them. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire or he/she would otherwise be in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status until the process of obtaining a specimen is completed.

(Deleted old F, Re: Identification of Employee)

F. Drug and Alcohol Testing Procedure

The procedure followed in giving a drug or alcohol test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, the amount of drug or drug metabolite to be regarded as a positive drug test, and concentration of alcohol, will be in conformance with Federal Regulation 49 CFR Part 40.

VII. POSITIVE TEST; MANDATORY EMPLOYEE ASSISTANCE AND DISCIPLINE

- A.** An employee who tests positive for illegal controlled or prescription substances, or alcohol, shall be required to participate in the Employee Assistance Program. Employees who successfully complete the program to the satisfaction of the

program's director or supervising physician shall not be disciplined for their drug use.

- B. Employees who refuse to participate or fail to complete the Employee Assistance Program as specified in (A) above, may be disciplined for their employment-related drug or alcohol use.
- C. Employees whose drug or alcohol use or prescription drug abuse is discovered by the Township in some manner other than by the drug test outlined in this policy/article shall be treated as if he/she had tested positive under this policy/article.
- D. Notwithstanding any other provision of this policy/article, where an employee engages in conduct which, given proof of his/her on-duty, impaired state, creates a risk of harm to any person, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program.
- E. Notwithstanding any other provision of this Agreement, where an impaired employee violates the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program.
- F. The Township shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the Program has been completed successfully. No such random test may be given more than two (2) years following the date of the employee's completion of the program. A positive test result under this provision shall have the same effect as a positive test result under Section VII (D).
- G. An employee shall have the right to self-referral to the Employee Assistance Program no more than once in any three-year period, or three times during the employee's career in the Fire Department. An employee may be referred once within their career by the Employer. An employee who tests positive after his/her right to utilize the Employee Assistance Program has expired under this subsection may be disciplined under the Collective Bargaining Agreement. The Township in its sole discretion, may permit an employee to avail him/herself of the Employee Assistance Program more frequently than provided in this subsection.

VIII. GRIEVANCE PROCEDURE

All actions and decisions made pursuant to this Drug and Alcohol Policy shall further be subject to a "just cause" standard, and to the parties' Grievance and Arbitration procedure.

IX. EFFECTIVE DATE – NOTICE TO EMPLOYEES – OTHER LAWS

- A. The policies set forth in this policy guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for the same. Employees hired in the future will be furnished a copy before being hired.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

**LETTER OF UNDERSTANDING
Between
THE CHARTER TOWNSHIP OF PLYMOUTH
And
THE PLYMOUTH COMMUNITY FIRE DEPARTMENT
PROFESSIONAL FIREFIGHTERS, LOCAL 1496**

This Letter of Understanding between the Charter Township of Plymouth (hereafter "the Township") and the Plymouth Community Fire Department Professional Firefighters, Local 1496 (hereafter "the Union") shall be an addendum to the Collective Bargaining Agreement and shall govern the uniform to be worn by all fire suppression personnel.

The objective of this uniform change is to establish a standardized professional appearance of the Plymouth Community Fire Department staff and to promote and maintain public confidence and trust.

The Charter Township of Plymouth will provide "NO" additional compensation for this uniform change with the exception of providing the "PARAMEDIC" rocker patch which will be provided by the Township.

The firefighters and officers "work uniform" shall be as follows:

On or before October 15, 2001 all firefighters and officers must wear the "Topps" brand, Navy Blue Work Pants, Style # PA 261105.

On or before October 15, 2001 all firefighters must wear the "Topps" brand long sleeve, Navy Blue Work Shirt, Style # SH 93.

On or before October 15, 2001 all officers must wear the "Elbeco" brand long sleeve, Light Blue, "Paragon Plus" uniform shirt, Style # P878.

On or before May 1, 2002 all firefighters must wear the "Topps" brand short sleeve, Navy Blue Work Shirt, Style # SH 1105.

On or before May 1, 2002 all officers must wear the "Elbeco" brand short sleeve, Light Blue Work Shirt, "Paragon Plus". Style P 868.

On or before October 15, 2002 all firefighters and officers must wear the "GERBER" work coat, Style "Chicago 911".

On or before October 15, 2001 all firefighters and officers must wear a Navy Blue Crew neck Tee Shirt under the uniform shirt and will include the departmental logo in white.

On or before October 15, 2001 all firefighters and officers must wear the black basket weave firefighters belt, Style- Tex Shoemaker, departmental issued collar insignia, black badge backing, and name plate with the "Star of Life", rank, first initial, last name on it. The departmental shoulder patch and "PARAMEDIC" rocker (for those members who are Paramedics) will be worn on all uniform shirts and coats on both the right and left sleeves.

Optional uniform clothing will be allowed from 1700hrs to 0800hrs Monday through Friday, all day Saturday, Sunday and holidays except for special details when the work uniform must be worn. All on-duty firefighters must wear the same optional uniform clothing during these periods or be in the work uniform. Officers will be allowed to wear the optional uniform clothing after 2100hrs during their duty days.

Optional uniform clothing items are:

Navy Blue Polo Shirt with embroidered departmental logo, last name over rank/Paramedic. (Summer wear only.)

Navy Blue Job Shirt with embroidered departmental logo, last name over rank/Paramedic. (Winter wear only.)

Black Commando Sweater, Style- Blauer 210, may be worn by firefighters and officers with the work uniform only, during the winter. This item may be worn independent of what other on-duty staff members are wearing. If the sweater is worn, the badge, nameplate, and black badge backing will be worn on the sweater. No other optional uniform clothing will be worn with the work uniform.

Navy Blue Pea Cap or a Navy Blue Fur Trooper Cap may be worn in the winter and a mutually agreed upon, Township and Union, designed ball cap may be worn at anytime.

Should any of the "Brands" or "Styles" specified in this agreement become no longer available, then a comparable "Brand " or "Style" would be substituted.

Replace Article XVII, Section B, Page 34 of the current Labor Agreement with:

- 3 Navy Blue "Topps" uniform shirts with patches
- 3 Navy Blue "Topps" uniform pants
- 1 Black Firefighters Belt
- 1 Pair Black work shoes

IN WITNESS WHEREOF, the Union and the Township have caused this Letter of Understanding to be executed in their names by their duly authorized representatives effective the 27 day of AUGUST, 2001.

The Charter Township of
Plymouth Professional
Firefighters' Association
I.A.F.F./Local 1496

By: James Haar
James Haar
Its: President

By: Mark Moros
Mark Moros
Its: Vice-President

Charter Township of Plymouth
Plymouth, Michigan

By: Steven Mann
Steven Mann
Its: Supervisor

By: Larry F. Groth
Larry F. Groth
Its: Fire Chief

**Charter Township of Plymouth
And
Plymouth Professional Firefighters' Association, I.A. F.F. #1496**

LETTER OF UNDERSTANDING

This Agreement is entered into between the Charter Township of Plymouth ("the Township") and the Plymouth Professional Firefighters' Association, I.A.F.F./Local #1496 ("the Union").

WHEREAS, the Township and the Union have entered into a collective bargaining agreement, effective April 1, 2003 through March 31, 2006, establishing a MERS defined benefit pension plan for Township employees represented by the Union;

WHEREAS, Fire Chief Randolph J. Maycock, prior to being appointed Chief, was a Township employee represented by the Union during much of the time that the above-referenced collective bargaining agreement was negotiated;

WHEREAS, Fire Chief Maycock is currently serving in his probationary period as Chief, and could resign and return to the Union and be thereby eligible for the above-referenced MERS defined benefit pension plan;

WHEREAS, the parties desire that Chief Maycock participate in the MERS defined benefit pension plan without resigning as Chief;

THEREFORE, the parties agrees as follows:

- 1.) Current Fire Chief Randolph J. Maycock shall participate in the MERS defined benefit plan for Township employees represented by the Union, provided that Chief Maycock agrees, as evidenced by his signature below, that he shall irrevocably transfer all funds in the Township's current defined contribution plan attributable to him, whether through Township contributions on his behalf or voluntary employee contributions pursuant to the collective bargaining agreement, to MERS for purposes of partially funding the defined benefit plan.

Initials: 

- 2.) Chief Maycock shall participate in the MERS defined benefit plan subject to the same terms and conditions as applied to Township employees represented by the Union.

THE CHARTER TOWNSHIP
OF PLYMOUTH
PROFESSIONAL FIREFIGHTER'S
ASSOCIATION I.A.F.F./LOCAL #1496

By: 
DAN PHILLIPS
Its: President

THE CHARTER TOWNSHIP
OF PLYMOUTH
PLYMOUTH, MICHIGAN

By:  1-10-05
RICHARD M. REAUME
Its: Supervisor

By: 
RANDOLPH J. MAYCOCK
Its: Fire Chief

IAFF
 Seniority List

<u>Fire Department Seniority List</u>		<u>Laid-Off</u>	<u>Re-Hire Date</u>	<u>Years of Service</u>
Mann, Charles	8/13/1992			24.3
Tefend, Ricky	8/13/1992			24.3
Atkins, Daniel	11/16/1992			24.0
Conroy, William	9/2/1995			21.2
Gross, Scott	10/16/1995			21.1
Fox, David	12/26/1995			20.9
Mack, Christopher	12/29/1995			20.9
Harrell, James	1/8/1996			20.9
Conely, Patrick	8/20/2001			15.3
Bukis, Peter	10/24/2001			15.1
Randall, Jeffrey	7/22/2002			14.3
Mallari, Jeffrey	7/14/2003	3/2/2012	3/17/2014	11.4
Mangan, Greg	9/12/2005	3/2/2012	3/17/2014	9.2
Villet, Guy	9/14/2005	3/2/2012	3/17/2014	9.2
Smith, Christopher	3/17/2014* (184.33)			
Culver, Ean	3/17/2014* (179.33)			
Pickert, Douglas	3/17/2014* (167.67)			
Haller, Christopher	1/29/2015			1.8
Bonadeo, Mark	9/27/2016			0.1

*Ranked in order by highest composite score, directed by the Civil Service Commission

11/17/2016