AGREEMENT

between

MACOMB TOWNSHIP

and

MICHIGAN ASSOCIATION OF
FIRE FIGHTERS

representing

MACOMB TOWNSHIP FIRE FIGHTERS ASSOCIATION

July 1, 2004 through June 30, 2008

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AGREEMENT

This ***Memorandum of Agreement*** is for collective bargaining purposes made and entered the date hereinafter set forth by and between the **Township of Macomb** hereinafter referred to as the *"**TOWNSHIP**"* and the ***Macomb Township Fire Fighters Association (MTFFA) / Michigan Association of Fire Fighters (MAFF)*** hereinafter referred to as the ***"ASSOCIATION."***

WHEREAS, the parties hereto have for some length of time been collectively bargaining in good faith as required by Act 379 of the Public Acts of 1965; and

***WHEREAS*,** the parties have negotiated an acceptable Agreement and now desire to set forth all of the terms and conditions of the agreement in the instrument; and

***WHEREAS*,** the parties desire to be governed hereby.

***NOW, THEREFORE*,** in consideration of the promises each to the other made, hereinafter set forth, the parties do agree:

ARTICLE I
PURPOSE AND DEFINITIONS

1.1 **Purpose:** The parties enter into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate certain understandings previously reached and other matters into a formal written contract; to promote harmonious relations between the Township and the Association in the best interest of the community; to improve the public fire fighting service, and to provide an orderly and equitable means of resolving any further differences between the parties that might arise.

1.2 **Definitions:**

A. ***"Employer"*** shall mean the Township of Macomb.

B. ***"Association"*** shall mean the Macomb Township Fire Fighters Association (MTFFA) / Michigan Association of Fire Fighters

(MAFF) and its duly elected or appointed officers or representatives.

C. ***"Employee"*** shall mean all Paid-On-Call Fire Fighters with the rank of Assistant Chief and below, excluding the Fire Chief and Full-time Fire Fighters.

D. ***"Paid-On-Call Fire Fighter":*** a Paid-On-Call Fire Fighter is defined as an employee who is employed by the Employer on a part-time basis in a position which includes fire fighting and emergency responsibilities. Paid-On-Call Fire Fighters may include Fire Fighters of various ranks with various fire department responsibilities in addition to fire fighting.

1.3 Whenever the ***singular*** is used, it shall include the ***plural***.

1.4 Whenever the pronoun ***"he"*** is used, the pronoun ***"she"*** will be inferred.

ARTICLE II
COVERAGE

2.1 **Defined:** This Agreement shall be applicable as to all employees of the Fire Department of the Township as defined in Article I, Section 1.2(C).

2.2 **Association Security or Agency Shop Defined:** Membership in the Association is not compulsory. Employees have the right to join, maintain or drop their membership in the Association. Neither party shall exert any pressure on or discriminate against an employee with regard to such matters. Any employee who is not an Association member, and who does not make application for membership shall, as a condition of employment, pay to the Association, a service charge equal to regular membership dues as a contribution toward the administration of this Agreement. Application for membership or payment of a service charge shall commence within thirty (30) calendar days of becoming a member of the bargaining unit. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice to the Township from the Union unless otherwise notified by the Union in writing within said thirty (30) calendar days and provided that the Union shall release the Township from fulfilling the obligation to discharge if during such thirty (30) calendar day period, the employee pays the membership dues or service charge in accordance with this Agreement. The Association will protect, indemnify and save harmless the Employer from any claims, demands, suits and other forms of liability which arise from action taken by the

Employer for the purpose of complying with the Agreement including but not limited to, costs of litigation, attorney fees and judgments, if any.

2.3 **Membership in the Association:** The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Association.

2.4 **Payment of Dues:** The Employer shall deduct the dues and/or service charge from the employees pay each pay period. The Township shall make the deduction of the dues and/or service charge at the next pay period designated for this purpose. The Township shall remit the dues and/or service charge to the Treasurer of MAFF within fourteen (14) calendar days of the deduction along with the name of each employee from whom such deductions were made.

2.5 **Deduction Form:** The Authorization Form for dues/service charge deduction shall be provided to the employee by MAFF; and, by MAFF to the Township. In the event the employees wage is not sufficient in any month to cover the dues/service charge, the Township shall not be responsible for remittance of the dues/service charge. It shall be the responsibility of MAFF to notify an employee of any arrearage in dues/service charge.

2.6 **No Lockout:** The Employer will not lock out employees during the term of this Agreement.

2.7 **Strikes Prohibited:** The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are necessary to the public health, safety and welfare. Under no circumstance will the Association cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out or slowdown in any department of the Employer, or any curtailment of work or restriction of production or interference with the operations of the Employer. In the event of a

work stoppage, other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

2.8 **Work Stoppage Declared to be Illegal:** In the event of a work stoppage or any other curtailing of work by the Association, or the employees covered hereunder during the terms of this Agreement, the Association by its representatives shall immediately declare such work stoppage or other curtailment to be illegal. The Association agrees further to cooperate with the Employer or remedy such situation by immediately giving written notice to the Employer and the employee involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discipline for cause, up to and including summary discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

2.9 **Expedited Arbitration:** In the event of any strike, sit-down, stay-in, sick-out, slowdown, lockout or any other curtailment of work, the Employer or Association may, if it chooses, immediately submit the matter to arbitration as provided for in the Agreement not withstanding any other provisions contained in this Agreement.

ARTICLE III
RECOGNITION

3.1 The Township shall recognize the Association as the sole and exclusive collective bargaining representative of the employees of the Fire Department as defined by Article 1, Section 1.2(C).

ARTICLE IV
CONFORMITY TO LAW

4.1 If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the event permitted by law; but all other provisions or applications shall continue in full force and effect. If any provision is found contrary to law, negotiations shall immediately take place to bring the provision into compliance with the applicable law.

ARTICLE V
TOWNSHIP RIGHTS

5.1 The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

A. Full and exclusive control of the management of the Fire Department, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its work force;

B. The right to determine the work to be done and the standards to be met by employees covered by this Agreement;

C. The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees, assigned stand-by;

D. The right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees;

E. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause;

F. The right to retain an orderly, effective, and efficient operation of Employer;

G. Determine the response districts, number of response districts, their location and size;

H. The number and location or relocation of its facilities;

I. Determine the manner and method to be utilized for the dispatching of emergencies and/or alarms.

J. Develop, implement, amend, delete, add and/or revise, Standard Operating Procedures for the Fire Department;

K. Develop, implement, and/or revise regulations governing multiple alarms;

L. Develop, implement and/or revise mutual aid;

M. Purchase of equipment, supplies, and materials for the operation of the Fire Department; and,

N. The right to contract for services by others.

5.2 The exercise of the above powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

ARTICLE VI
DISTRIBUTION OF AGREEMENT

6.1 A counterpart of this Agreement shall be furnished by the Township to MAFF to be distributed to all employees covered under the Collective Bargaining Agreement. The Employer shall provide one (1) copy of this Agreement to all newly hired employees. Each employee receiving a copy of this Agreement shall sign an acknowledgement that he or she received a copy of the Agreement as a condition of employment.

ARTICLE VII
ASSOCIATION ACTIVITIES

7.1 **General:** Employees and their Association representatives shall have the right to organize together or to form, join, or assist the labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or to negotiate or bargain collectively with the Township through representatives of their own free choice to the extent authorized by Act 379 of the Public Acts of 1965.

7.2 **Association Representatives:** The Association representatives and/or MAFF representatives shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the Grievance Procedure

provided for in this Agreement. Such resolved grievances shall be final and binding on the employees, the Association and the Township. The Association shall supply the Township with a duly authorized and up-to-date list of representatives and any changes made therein from time-to-time identifying persons who will represent the Association Grievance Committee for all matters pertaining to the Agreement or within the scope of Act 379 of the Public Acts of 1965. The Association representatives shall include the President, Vice President, and one (1) steward from each District (or Station). The Association has the right to appoint an alternate steward from each District (or Station). No more than one (1) Local Association Representative and /or MAFF Representative shall represent the Association on any matter. The authority of the representatives shall be limited to and shall not exceed the following duties and activities:

A. Investigation and presentation of grievances.

B. Transmission of messages and information which shall originate with and are authorized by the local Association or its officers.

C. Communicating with MAFF representatives and/or legal counsel regarding Association business and/or grievances.

D. Attending meetings which relate to grievances, mediation, arbitration, fact finding, unfair labor practice hearings or court proceedings.

7.3 **Bulletin Boards:** The Association shall be provided bulletin board space at each fire station for the posting of Association notices and other materials. Such boards will be identified with the name of the Association. Bulletin board space may be shared with space provided for other represented members of MAFF. The Association shall designate persons responsible for maintaining the postings on the board. The bulletin boards shall not be used by the Association or its members for disseminating propaganda, derogatory information, or materials of a political nature. Any questionable postings may be addressed by the Fire Chief with MAFF or MTFFA for proper dispensation.

7.4 **Meetings:** The Association shall be allowed to schedule meetings on Township property upon written request to the Fire Chief, subject to the written approval of the Fire Chief, which approval shall not be arbitrarily or unreasonably withheld.

ARTICLE VIII
OTHER AGREEMENTS AND EMPLOYMENT ORGANIZATIONS

8.1 **Other Agreements:** The Township shall not enter into any agreements with employees covered hereby either individually or collectively or with any other organization which in any way conflicts with the provisions hereof unless another exclusive bargaining agent is recognized by the Michigan Employment Relations Commission.

8.2 **Other Organizations:** Employees, as defined in Article I, Section 1.2(C), may belong to other organizations, but not as conditions of employment with the Township Fire Department, nor may other organizations represent any employees with respect to wages, hours, or conditions of employment with the Township Fire Department, in derogation of the exclusive bargaining agency of the Association.

ARTICLE IX
WAGES

9.1 **General:**

A. **Non-probationary:** The salary schedule attached hereto as Appendix A, B, C and D shall be in effect for the term of the Agreement.

B. **Probationary:** The salary paid while on probation shall be:

1. Personnel with less than six (6) months of service shall be compensated at seventy five (75%) percent of the wage of a Paid-On-Call Fire Fighter; and,

2. Personnel with six (6) months or more of service shall be compensated at one hundred (100%) percent of the wage of a Paid-On-Call Fire Fighter.

C. **Length of Probation:** Eighteen (18) months from the date of hire. For those employees hired prior to July 1, 2004 and who are currently on probation, the original twenty-four (24) month probationary period will be reduced to eighteen (18) months effective thirty (30) days from the date of ratification of this Agreement.

D. One (1) hour preparatory time at the instructor's rate shall be paid to instructors for each new lesson plan pre-approved by the Fire Chief and/or his designee.

9.2 **Other Duties:** Shall be anytime a member of the Fire Department is required to perform work not regularly scheduled and which is not included in the Wage Scale attached as Appendix A, B, C and D.

9.3 **Stand-by Duty:** Stand-by Duty is defined as when, in the discretion of the Employer, a member of the Association is required to be physically present at a fire station to respond to emergency calls.

9.4 All work performed on Stand-by Duty or Other Duties shall be compensated according to the hourly rate as shown in Appendix A, B, C or D.

A. Members shall be assigned Stand-by Duty or Other Duties according to seniority and the total number of hours accumulated to date.

B. Daily Stand-by Duty shall be posted on a "Stand-by Calendar" Form thirty (30) calendar days in advance. The form shall have a location for employees to sign their name and hours requested. The location of the form will be at Headquarters. Except as set forth above, an employee requesting a complete eight (8) hour shift shall have preference over another employee requesting less hours, irregardless of the number of accumulated hours that the employee requesting less than eight (8) hours has. Under no circumstances, shall an employee assign his or her name to the request for a period of less than four (4) hours. An employee who is available for the full eight (8) hour assignment will be considered over another employee(s) who is only available for four (4) hours. The Employer shall assign the employee(s) that is most senior with the least amount of accumulated Stand-by Duty and Other Duties hours. The assignment shall be made seventy-two (72) hours prior to the date of the Stand-by Duty. If, after the assignment is made, the employee assigned is unable to work, the Employer shall first attempt to fill the assignment with other employees that signed their name to the request in accordance with this Section. If the Employer is unable to fill the assignment in this manner, the assignment shall be made in accordance with Section 9.4(D).

C. If the Employer is unable to post an assignment other than what is listed in Section 9.4(B) at least seven (7) calendar days in advance, then a "Stand-by and Other Duties Accumulation Sheet" delineating the total number of hours worked on Stand-by Duty and Other Duties shall be used to contact members in order of seniority and the least number of accumulated hours worked to date.

D. The Employer shall contact members at their home telephone number or other telephone number as reported by the employee, but shall only attempt contact at one number given. The telephone calls shall be documented on the "Stand-by and Other Duties Accumulation Sheet." The Employer shall leave a message, if possible, with an individual other than the employee or an answering machine advising that an assignment for Stand-by or Other Duties exists, but shall not be required to wait for a return call before filling the position or accept a promise to work the position from any person other than the employee. If an employee returns the call expressing interest in an entire eight (8) hour shift, prior to any other member accepting the assignment, he or she shall be assigned. If the member is interested in four (4) hours, the Employer shall have the right to continue calling other employees until the other four (4) hours is filled. However, if an employee wants the entire eight (8) hour shift, that employee will be given preference and assigned. Under no circumstances, shall any member returning a call be assigned once another member or members have already accepted that assignment, unless the member returning the call wants the entire eight (8) hour shift and only four (4) hours of the shift has been assigned.

E. Whenever the employee is unable to be contacted, unable to work because of involvement in Association activities, or engaged in their primary occupation, they shall not be charged the corresponding number of hours for the assignment available. Whenever a member refuses the assignment for any other reason or accepts the assignment, he or she shall be charged the corresponding number of hours.

F. The "Stand-by and Other Duties Accumulation Sheet" shall be kept for the period of January 1st to December 31st of each calendar year. On January 1st of every calendar year, each and every employee shall have zero (0) accumulated hours. When a new employee(s) is hired during the calendar year and becomes eligible for the above listed assignments, the total hours of each current member on the accumulation sheet shall be added together and divided by the total number of current employees on the accumulation sheet. The new employee shall be placed on the accumulation sheet with the number of hours as calculated above.

G. The Union shall provide a seniority list established in accordance with Section 10.3 of the Collective Bargaining Agreement and certified by the Union.

H. Members called for Stand-by Duty or Other Duties, at no time will work in excess of sixteen (16) consecutive hours, except for extreme emergencies.

I. Any employee on Stand-by Duty or Other Duties who responds to an Alarm, shall be paid at the Alarm Rate.

J. The Employer shall provide an official copy of the total year-to-date accumulation, up to and including the previous month, which shall be posted at each fire station by the 7th of every month. It shall be contingent upon each and every member to review the list and ensure that the official copy is correct with regard to their respective hours. A member shall have fourteen (14) calendar days to review the official copy and notify the Employer of any errors and initiate the grievance procedure. If no errors are brought to the attention of the Employer, the official copy will be considered approved by the Union. An employee may bring evidence of errors to the attention of the Employer after the fourteen (14) calendar day period requesting the necessary corrections. The employee, however, will not be allowed to initiate the grievance procedure. Notwithstanding the above, the Employer shall post the "Stand-by and Other Duties Accumulation Sheet" each time that the call-in procedure is used allowing members the opportunity to observe the accumulation of total hours to date.

K. The officer-in-charge, responsible for Stand-by and Other Duties Time, shall prepare and submit to the Fire Chief, the necessary information for compensation for all Stand-by and Other Duties Time, on forms provided for this purpose by the Township.

L. **Volunteer Events:** The Association and the Township recognize that the community occasionally requests the attendance and services of the Fire Department that are voluntary in nature. The Fire Chief or his designee will post such events and related requests for volunteers on a bulletin board marked "Volunteer Activities" as soon as possible in order to provide advanced notice and opportunity to all employees.

9.5 **Training:** Training shall mean any time a member is called in by the Employer to receive any educational experience, other than a meeting. Training shall be paid at the meeting rate per Appendix A, B, C or D.

9.6 **Alarm Pay:** A minimum of one (1) hour shall be paid for responding to an alarm. Additional alarms that are responded to within the first hour are not eligible for a second minimum of one (1) hour of pay. Time responding to an alarm, in excess of one (1) hour shall be calculated in one-fourth (1/4) hour increments at the alarm rate pay, then applicable.

9.7 **Alarm/Meeting Pay:** Meeting pay will be increased to an alarm pay rate for those employees who are on the Response Team or are designated to respond to an alarm during a meeting. A minimum of one (1) hour will be paid at the alarm pay rate instead of the meeting rate for that hour. If the alarm exceeds one (1) hour, pay shall be calculated at the alarm rate, then applicable, in one-fourth (1/4) hour increments. The meeting rate pay will be in effect at the expiration of the one (1) hour minimum if the alarm does not exceed one full hour, or when the employee returns to the meeting if the alarm exceeds one (1) hour. Under no circumstances will an employee receive both alarm and meeting pay for the same increment of time.

9.8 **Alarm/Stand-by or Other Duty Pay:** Employees on stand-by or other duty who respond to an alarm will receive alarm pay for a minimum of one (1) hour instead of the stand-by rate for that hour. If the alarm exceeds one (1) hour, pay shall be calculated at the alarm rate, then applicable, in one-fourth (1/4) hour increments. The stand-by rate pay will be in effect at the expiration of the one (1) hour minimum if the alarm does not exceed one full hour, or when the employee returns to stand-by if the alarm exceeds one (1) hour. Under no circumstances will an employee receive both alarm and stand-by pay for the same increment of time.

9.9 **Full-time Township Employees:** Full-time employees of the Township, not employed as full-time Fire Fighters, who are also Paid-On-Call Fire Fighters, may not respond to an alarm or emergency call unless directed to do so by the employee's Department Supervisor.

9.10 **Court Time:** Shall be any time a member of the Association appears in court as a result of a fire or emergency related incident at the direction of the Employer or pursuant to a court subpoena. Court Time shall be paid at the alarm pay hourly rate (at one {1} hour minimum). To be compensated for Court Time, the employee must submit verification of the time of arrival and departure from court. Verification of Court Time for payment must be submitted to the Fire Chief and/or his designee.

9.11 **Tone Outs:**

A. The Employer agrees to tone out the respective district of Fire Fighters for the following types of medical emergencies, irregardless of the number of Fire Fighters on Stand-by Duty:

1. Heart Attack
2. Obstructed Airway / Difficulty Breathing
3. Severe Bleeding
4. Stroke
5. Unresponsive Subject

B. When a structure fire is toned out, every Fire Fighter should respond.

C. It is understood that the tone out is based upon information provided and available to the Employer or Employer representative at the time the emergency call is received. The Union shall not grieve a situation in which inadequate, improper, or a lack of information is provided. The Employer shall have the right to tone out additional districts as necessary.

D. The Employer agrees to have a minimum of one (1) Fire Fighter work Stand-by Duty for eight (8) hours per day, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. At a minimum, one (1) Fire Fighter on Stand-by Duty will be approved to drive an engine or rescue vehicle, excluding aerial and heavy rescue trucks. The Employer shall have the right to have any additional number of Fire Fighters work Stand-by Duty as necessary and in accordance with the collective bargaining agreement.

9.12 **Holiday Pay:** Any Fire Fighter performing any type of duty on the actual holiday: Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day or New Year's Day, shall be paid time and one-half (1 1/2) the respective rate of pay for the duty performed.

ARTICLE X
SENIORITY AND NEW EMPLOYEES

10.1 **Definition:** Seniority shall be determined as the length of service from the last date of hire. Employees shall acquire seniority upon successful completion of their probationary period, which shall date from the original date of hiring. All new Fire Fighters shall serve a probationary period of eighteen (18) months during which time they shall work at the will of the Employer and may be terminated with or without cause. Probationary Fire Fighters will be represented by the Association for collective bargaining purposes only, not for any discipline or discharge proceeding or in any other matter, except as required by law, and shall work at the will of the Employer. There shall be no seniority for probationary Fire Fighters. The Employer shall have no responsibility for the re-employment of a laid off or discharged probationary employee.

10.2 **Maintenance of Lists:** The Employer shall maintain up-to-date seniority records for all employees. The Employer will notify the Association, in writing, of any changes in, or additions to, such seniority lists, and the Association will have fifteen (15) calendar days to challenge said change or addition.

10.3 **Breaking Ties in Seniority:** In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined by the Union by blind draw.

10.4 **Layoff and Recall:** The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable:

A. Probationary employees shall be laid off first.

B. Employees shall then be laid off in accordance with their seniority, beginning with the least senior employee.

C. When increases in employment occur, seniority employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.

10.5 **Layoff Notice:** In the event of a layoff, employees shall be given seven (7) calendar days notice of layoff. An employee on layoff shall be given seven (7) calendar days notice to recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed, in writing, and mailed first class to the

address last provided to the Employer by the employee. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

10.6 **Loss of Seniority**: An employee shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

A. The employee quits;

B. The employee is discharged for just cause and the discharge is not reversed;

C. The employee obtains a Leave of Absence under false pretenses or fails to report to work within three (3) working days after expiration of an approved Leave of Absence, unless a satisfactory reason for such failure is given;

D. The employee retires;

E. The employee is laid off for a period of two (2) years or the length of departmental seniority, whichever is less.

F. The employee separates from employment upon settlement covering a total disability;

G. The employee relocates and/or changes employment outside of the Township, thus, becoming ineligible;

H. The employee is absent without leave, meaning he or she does not respond to any alarms, attend any meetings, and perform any truck checks for thirty (30) consecutive calendar days.

If information provided by the Fire Fighter on his/her application for employment is later found to be false, incomplete or misrepresented in any respect, then such discovery may result in immediate discharge from the Employer's service, whenever it is discovered, thus, resulting in a loss of seniority.

ARTICLE XI
SAFETY

11.1 **Policy:** The prevention and reduction of accidents, injuries, exposures and occupational illness shall be a primary consideration at all times. The Employer will not adopt any policy or standard in conflict with federal or state laws.

11.2 **Safety Committee**: A Safety Committee shall, at a minimum, be composed of the Fire Chief, an Association Representative, and a Full-Time Fire Fighter who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions unless such reporting was intentionally false and / or malicious in nature. The Employer shall consider the personal safety of the employee in establishing operational procedures.

ARTICLE XII
PROMOTION PROCEDURE

12.1 **Promotional Procedure:**

A. Open position(s) {Sergeant, Lieutenant, Captain, or Assistant Chief} shall be posted at all of the Township Fire Stations by the Human Resources Department for twenty (20) calendar days.

B. Candidates must have at least two (2) years in the rank just below that being applied for; provided, the next lower rank is filled and there are at least three (3) candidates. If there are not at least three (3) candidates then the next lowest rank shall also be included. If no candidates meet the two (2) years in rank requirement, the requirement may be waived.

C. Interested candidates shall submit a written application to the Human Resources Department within twenty (20) calendar days of posting.

D. Within thirty (30) calendar days of the closing of the posting, qualified candidates (as described in 12.1 B) shall receive a written test, psychological evaluation, and physical examination (if required). Those candidates who successfully pass the written test, psychological examination and physical examination (if applicable) will be interviewed by the Selection Committee **or** designated representatives. The Selection Committee shall be comprised of:

a. The Chief of the Fire Department;

b. The Township Supervisor, Clerk, and Treasurer; and,

c. The Human Resources Director.

E. Candidates shall be ranked by the Selection Committee.

F. The Selection Committee shall make recommendation to the Township Board of Trustees within thirty (30) calendar days of the completion of the Selection Process as described in 12.1 D.

G. The Township Board shall fill the posted position(s) within thirty (30) calendar days of the recommendation by the Selection Committee to the Township Board. Offers of promotion shall be made from high-to-low ranking until all positions are filled.

H. Following the approval of the Board of Trustees, the Human Resources Director will notify MAFF of the approved promotion (s).

ARTICLE XIII
INSURANCE

13.1 **Worker's Compensation Insurance:** The Employer shall provide Worker's Compensation Insurance that is statutorily required for all employees covered under this Agreement.

13.2 The Employer shall provide benefits through Provident Life and Accident Insurance Company as delineated in the attached "Township of Macomb FD Accident & Health Insurance Summary," "Provident Accident & Health Benefits Highlight Sheet," and "Provident Definitions & Explanations of Accident & Health Policy Form 209." It is understood, however, that if a situation arises in which Provident Life and Accident Insurance Company no longer provides the necessary coverage as delineated in this Agreement and/or any attachments or policies, the Employer shall have the right to provide coverage through another insurance carrier that meets or exceeds the benefits provided by Provident Life and Accident Insurance Company. (See Appendix E, F, G)

13.3 A copy and/or summary plan description of the Provident Life and Accident Insurance Company Policy shall be provided to each employee and one (1) copy shall be provided to MAFF by the Township.

13.4 It is understood by the parties that in addition to the benefits and coverage's provided by the Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976.

ARTICLE XIV
PROTECTIVE GEAR

14.1 **Protective Gear:** The Employer shall furnish to all employees protective equipment for fire suppression and emergency medical service.

14.2 **Dress Uniforms:** The Employer may provide each employee dress fire uniforms as approved by the Employer. Such uniforms shall be replaced by the Employer, if in a worn condition, upon inspection and authorization by the Employer. Old uniforms must be returned to the Employer before a replacement will be issued or if an employee ceases to be a Fire Fighter. Such replacement shall not be unreasonably denied.

14.3 **Uniform and Clothing Maintenance:** The Employer will pay up to two hundred ($200) dollars per calendar year, for each Fire Fighter towards the replacement of any personal clothing or glasses damaged during an emergency call during a Fire Department response or clothing that may be worn by Fire Fighters to an emergency response. A written claim or receipt must be submitted to the Fire Chief and/or his designee. Such replacement shall be limited to an amount not covered by insurance. A Fire Fighter must be acting in accordance with established procedures for responding to an alarm or emergency to qualify for reimbursement under this section. This Section shall not be applicable prior to the date the contract is signed by the parties.

14.4 **Duty Uniforms:** The Employer shall provide each employee with one (1) pair of uniform pants, one (1) long sleeve shirt with patches, two (2) t-shirts with fire department insignia, and one (1) baseball cap with a patch or fire department insignia. In addition, each employee shall be eligible to receive a reimbursement of up to one hundred dollars ($100.00) per year towards the purchase of a pair of work boots.

ARTICLE XV
LEAVES

15.1 **Medical Leaves**: When an employee incurs serious injury, illness, or medical condition not related to employment as a Macomb Township Fire Fighter, the employee will immediately notify the Fire Chief in writing as to the nature of the injury, illness or medical condition. The Employer shall determine whether or not the injury, illness or medical condition

prevents the employee from performing fire fighting and/or emergency duties. It will be the employee's responsibility, at the employee's own expense, to provide the Fire Chief with a doctor's statement indicating he is mentally and physically fit to perform the Fire Fighter or emergency medical duties prior to a return of work. Upon notification the employee shall be returned to work. Such return shall be in line with the seniority of the members.

15.2 The Employer and the Association shall incorporate the provisions of the Family Medical Leave Act and Americans with Disabilities Act and shall apply these provisions to all members of the Association.

15.3 **Personal Leaves of Absence**: Employees under this Agreement may be granted a leave of absence, as specified herein, upon prior request. It shall be recommended by the Fire Chief, approved by the Township Board of Trustees.

15.4 Personal leaves of absence shall not be granted for more than twelve (12) months under any circumstances. A Fire Fighter who returns from a personal leave of Absence must work ninety (90) calendar days before becoming eligible for another leave.

15.5 An employee granted a leave of absence may be restored to his/her position on the expiration of the leave, if a position is available. The Employer shall not be required to create a position for an employee returning from a leave of absence.

15.6 In the event such employee's position shall have been abolished or filled in the meantime the employee shall be returned in the following matter:

A. If there is a probationary employee serving in a position of the same job classification in the department in which the individual was formerly employed, the probationary employee shall be separated and the returning employee appointed to the position.

B. If there is no probationary employee in that job classification or position in the department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.

15.7 All leave of absence requests shall be made in writing and processed in the Human Resources Department. The completed leave of absence application shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests for a leave of absence shall be filed at least fourteen (14) calendar days prior to the requested starting date, except in cases of emergency or for Family Medical Leave.

15.8 If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up and to including termination.

15.9 Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.

15.10 No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere. However, for purposes of obtaining full-time employment wherein an employee is unavailable due to training or other similar requirements, the Employer may grant a leave not to exceed six (6) months.

ARTICLE XVI
DISCIPLINE

16.1 The Employer shall not discipline or discharge any employee with seniority without just cause.

16.2 The Employer shall have the right to develop and implement work rules, Standard Operating Procedures, or other standards of expected employee conduct. A copy of work rules shall be furnished to the Association and each employee. The Employer will disseminate any new or modified rules and regulations and/or policies and procedures to each and every member of the Union as soon as possible, but not less than fourteen (14) calendar days prior to implementation of the new or modified rules and regulations and/or policies and procedures. The new or modified rules and regulations and/or policies and procedures shall also be posted in each fire station. The fourteen (14) calendar day notice provision shall not apply if the matter involves an issue of safety for the public or employees for which an immediate modification is necessary.

Each member of the Union shall be required to sign an acknowledgement that he or she has received a copy of the new or modified rules and regulations and/or policies and procedures. Each member of the Union will be given an opportunity to ask any questions, within the fourteen (14) calendar days, for clarification of the rules and regulations and/or policies and procedures and trained accordingly (if required by the rules and regulations and/or policies and procedures) before being required to adhere to them.

16.3 The Employer agrees that it will give written warnings to employees prior to discharge where the misconduct is not so aggravated, in the opinion of the Employer, as to call for immediate discharge, or where the misconduct is in violation of a work rule requiring no warnings. An employee given a written warning will sign the written warning which employee's signature acknowledges receipt of and understanding as to the nature of the written warning. The employee may request Association representation at the meeting with the Employer where the written warning is presented to the employee. If an employee does not request Association representation, the employee is considered to have waived the right to have an Association representative present.

16.4 Grievances protesting discipline or discharge must be filed within fifteen (15) calendar days after the action was taken and failure to abide by such time limit shall be construed as a waiver, by both the Association and the employee or employees involved of any protest of the action.

16.5 Written reprimands from minor offenses, not resulting in disciplinary time-off, and those resulting in disciplinary time-off, shall be removed from the employee's file one (1) year subsequent to the date of such reprimand for minor offenses not resulting in disciplinary time-off and two (2) years subsequent to the date of such reprimand resulting in disciplinary time-off, provided that no like offense is committed by the employee during that time.

ARTICLE XVII
GRIEVANCE AND ARBITRATION

17.1 **General Principles:**

A. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both the Employer and Association agree that these proceedings shall be kept as informal and confidential as may be appropriate.

B. The number of days indicated at each level of the Grievance Procedure shall be considered as the maximum, and every effort should be made to expedite the Grievance Procedure; however, time limits may be extended by mutual agreement in writing. Any grievance not carried to the next step by the Association and/or employee within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition. Should the Employer fail to answer within the time limits required herein, then the Association's last written position of the grievance shall be upheld.

C. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties.

D. In the course of investigation of any grievances, representatives of the Association will advise their immediate supervisor and state the purpose of the visit.

E. It shall be the continued practice of the Employer to assure to every employee, an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.

F. A grievance may be withdrawn at any level of the Grievance Procedure without prejudice.

G. The Union will not use the phrase, "…and any other contract clause, past practice, rule or regulation, general order, or federal or state law, written or unwritten, that is applicable but not stated herein," or any similar phrase when filing grievances with the Employer. Notwithstanding the above, the parties agree that eliminating this catchall language will not prohibit the Union from specifically referencing past practice or applicable state or federal law.

H. The Union and Employer agree that each will practice full disclosure in the processing of grievances. The Employer and Union shall exchange all investigatory documents that will be used in the grievance process. The Union shall provide a detailed statement of the contract violations or violations of past practice. The parties agree that failure to adhere to full disclosure shall preclude either party from presenting documents or theories in the

evidentiary hearing. The parties agree that thirty (30) calendar days prior to the arbitration hearing, they will meet for the purpose of disclosing all documents that will be used in the arbitration hearing.

I. Any and all hours received by and/or paid to a Union member as a result of a grievance settlement shall be added to the "Stand-by and Other Duties Accumulation Sheet."

17.2 **Definition:** A ***"grievance"*** shall mean a complaint, by an employee or group of employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

17.3 **Procedure:** Grievances shall be presented and adjusted according to the following procedure:

A. **Verbal Procedure:** An employee and/or his representative shall discuss his grievance with the Fire Chief, or his designee, in an effort to resolve the problem. Each party understands that this verbal step of the grievance procedure needs to be scheduled at a mutually convenient time and may require an extension of time limits.

B. All grievances must be presented orally within fifteen (15) calendar days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited.

1. **Step One:**

a. In the event that the matter is not resolved at the verbal step, a written grievance may be filed by the Association and/or the employee with the Fire Chief within the same fifteen (15) calendar days as delineated in 17.3 (B).

b. Within fifteen (15) calendar days after receipt of the written grievance, the Fire Chief shall communicate his decision, in writing, together with the supporting reasons to the grievant and to the representative of the Association.

2. **Step Two:**

a. Within fifteen (15) calendar days after receiving a reply, if the employee or the Association still feels aggrieved, appeal by the employee or the Association may be taken to the Township Supervisor or the designated representative. The appeal must be in writing. A meeting between the Association and/or the employee, the Township Supervisor, and the Supervisor's designated representative will be arranged to discuss the grievance within fifteen (15) calendar days from the date the grievance is received by the Township Supervisor or representative. Within fifteen (15) calendar days after the date of the said meeting, the Supervisor or representative shall communicate the decision of the Supervisor in writing, together with the supporting reasons, to the aggrieved party and to the Association representative.

3. <u>Step Three</u>:

a. In the event the Association disagrees with the decision of the Township Supervisor, and/or designated representative, such grievance may be appealed to the Township Board of Trustees. Written notice of such appeal is to be given to the Township Supervisor and Township Board of Trustees within fifteen (15) calendar days of the decision of the Township Supervisor. The Association shall request, in writing, that the Township Clerk place the grievance on the agenda for the Township Board of Trustees meeting at the next meeting following the Clerk's written receipt of the request for the Township Board of Trustees to hear the grievance. The grievance shall be heard by the Township Board of Trustees in an open meeting unless the employee request, in writing, discussion of the grievance in closed session pursuant to 1976 PA 267, as amended.

17.4 **<u>Arbitration</u>:** If the Employer and the Association shall be unable to resolve any grievance, the grievance may be appealed to arbitration by either party within thirty (30) calendar days after the decision or reply of the Employer. Such appeal shall be in writing and shall be delivered to the American Arbitration Association/AAA with copies to the Employer

within the said thirty (30) calendar day period. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association/AAA.

A. The Arbitrator so selected will confer with the parties; hold a hearing promptly, and will issue his decision not later than thirty (30) calendar days from the date of close of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, reason, and conclusion on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he shall be subject to, in all cases, the rights, responsibility and authority of the parties under this Agreement.

B. The decision of the arbitrator shall be final and binding on all parties. The cost(s) of arbitration shall be shared equally between the Employer and Association. Each party shall be responsible for compensating its own witnesses.

C. Both parties to this Agreement may mutually agree, in writing, to arbitration to expedite the processing of a grievance.

D. The parties acknowledge that the time frame should be flexible to accommodate an orderly disposition of a grievance and agree to consent to an extension of up to fourteen (14) calendar days, which request for extension will not be unreasonably denied.

ARTICLE XVIII
DURATION

18.1 **Duration:** This Agreement shall be effective, to **July 1, 2004**, upon approval by the Employer and the Association, and remain in effect and force until **June 30, 2008**.

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

ARTICLE XIX
ANTI-DISCRIMINATION CLAUSE

19.1 The Township and the Association agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, martial status or handicap.

ARTICLE XX
MISCELLANEOUS

20.1 Employees shall be paid by the fifteenth (15th) day of the month following the month in which wages were earned.

20.2 Officers shall receive one-twelfth (1/12) of the annual officers pay on the 15th day of the month following the month the pay was earned.

20.3 Fire Fighters shall be eligible to receive an annual bonus based upon the level of alarms responded to as described in Appendix H.

20.4 In calculating wages on a one-fourth (1/4) hour incremental basis, the Township shall utilize the following table:

1st Quarter	1-15 Minutes
2nd Quarter	16-30 Minutes
3rd Quarter	31-45 Minutes
4th Quarter	46-60 Minutes

20.5 A breakdown of pay hours for each employee shall be shown on the employees pay check.

20.6 The Township will provide a 457(b) Deferred Compensation Plan for Paid-on-Call Fire Fighters. Participation in this plan is optional.

A. A Fire Fighter who is not covered under any pension plan provided by the Township may opt-out of Social Security (excluding the Medicare contribution of 1.45% of wages) and have the Township contribute the Social Security contribution (currently at 6.2% of the Paid-on-Call wages) into the Deferred Compensation Plan provided the Fire Fighter files his/her election with Human Resources during their initial thirty (30) days of employment. Afterwards, the Fire Fighter and the Township can only make contributions to Social Security.

B. A Fire Fighter may only defer compensation into one plan offered through the Township at any given time. Annual contributions to the Deferred Compensation Plan are limited as specified by the Internal Revenue Service.

ARTICLE XXI
PHYSICAL EXAMINATION

21.1 **Physical Examination:** Every other year, the Employer will pay the cost of a physical examination for employees. Said examination will be performed at a location of the Employer's choosing and shall include blood work and a chest x-ray. Information related to physical examinations will be made available only on a strict "need to know" basis, as may impact the employee's job performance.

A. Failure or refusal to obtain the required physical examination may result in discharge.

B. No employee shall be required to perform rescue or medical duties without completion of a Hepatitis B Vaccination Program or a signed release refusing the inoculation. Cost of such vaccination program shall be paid by the Employer.

ARTICLE XXII
ALCOHOL AND CONTROLLED SUBSTANCE ABUSE

22.1 **Policy:** Macomb Township and the Macomb Township Fire Fighters Association are dedicated to the well-being and safety of its employees, management and the community we serve. We are also committed to the successful operation of the Township. We are committed to improve employee productivity and to service the needs and demands of our employees and residents. We acknowledge and agree that alcohol and drug abuse in the workplace reflects a national problem. Macomb Township and the Macomb Township Fire Fighters Association

have a strong commitment to its employees to provide an alcohol and drug free working environment. Likewise, the Township and the Macomb Township Fire Fighters Association are committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. We, therefore, have established a Drug-Free Workplace Policy to govern the use of controlled substances and alcohol, and testing programs designed to deter and detect such use in our workplace.

22.2 **Drug-Free Workplace Policy:** See Appendix I.

ARTICLE XXIII
PERFORMANCE REQUIREMENTS

23.1 Fire Fighters are required to meet and maintain minimum performance requirements in order to assure their ability to successfully respond to fire and rescue alarms and to support their fellow Fire Fighters in addressing the overall needs of the community at-large.

A. **Alarm Runs:** Fire Fighters must respond to thirty percent (30%) of the runs in their assigned primary district and shift for which they are available excluding: hours working at their primary occupation; vacation from their primary employer in excess of five (5) calendar days; bona fide sick leave; and while attending Fire Fighter training classes related to their Paid-on-Call Fire Fighter employment with the Township.

B. **Business and Training Meetings:** Fire Fighters must attend sixty-six percent (66%) of the monthly business and training meetings.

C. **Truck Checks:** Fire Fighters must perform nine (9) out of twelve (12) or seventy-five percent (75%) of the monthly truck checks.

23.2 Minimum performance requirements will be monitored on a quarterly basis beginning April 1, 2005. The Association and the Township will review performance requirements and the tracking thereof for April, May and June. Effective July 1, 2005, the minimum performance requirements will be enforced. Any Fire Fighter who fails to meet the minimum standards for alarm runs, business and training meeting attendance, and truck checks will be subject to progressive discipline.

23.3 A Fire Fighter who meets or exceeds minimum performance requirements for four (4) consecutive quarters will have any and all discipline received for minimum performance requirement infractions removed from their employment record.

23.4 Every employee will declare their shift availability for a consecutive twelve (12) hour shift, in writing, to the Fire Chief or his designee at the beginning of each calendar year. Changes may be made throughout the calendar year as a result of significant events, e.g., job change, school, disability, death (immediate family), etc.

It is contingent upon an employee to make the Employer aware of any change in availability due to a significant event in writing. The Fire Chief or his designee will confirm the receipt and recording of such change to the employee within fifteen (15) calendar days.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 9 day of December 2004.

FOR THE EMPLOYER:
(Township of Macomb)

Township Supervisor

Township Clerk

Township Treasurer

Fire Chief

Human Resources Director

FOR THE UNION:
(Michigan Association of Fire Fighters representing the Macomb Township Fire Fighters Association)

MAFF Labor Relations Specialist

Local President

Local Vice President

Local Bargaining Team Representative

APPENDIX A

MACOMB TOWNSHIP PAID-ON-CALL FIRE FIGHTERS WAGES

July 1, 2004 to June 30, 2005

Rate A:

Alarm Pay	$22.62 per hour

Rate B (70% of Rate A):

Stand-By	$15.83 per hour
Meeting	$15.83 per hour
Truck Check	$15.83 per hour
Instructors (Rate B plus 10%)	$17.41 per hour

Annual Officers Pay:

Captain	$3,000.00
Lieutenant	$2,500.00
Sergeant	$2,000.00
Medical Training Officer	$1,500.00

APPENDIX B

MACOMB TOWNSHIP PAID-ON-CALL FIRE FIGHTERS WAGES

July 1, 2005 to June 30, 2006

Rate A:

Alarm Pay	$23.30 per hour

Rate B (70% of Rate A):

Stand-By	$16.31 per hour
Meeting	$16.31 per hour
Truck Check	$16.31 per hour
Instructors (Rate B plus 10%)	$17.94 per hour

Annual Officers Pay:

Captain	$3,000.00
Lieutenant	$2,500.00
Sergeant	$2,000.00
Medical Training Officer	$1,500.00

APPENDIX C

MACOMB TOWNSHIP PAID-ON-CALL FIRE FIGHTERS WAGES

July 1, 2006 to June 30, 2007

Rate A:

Alarm Pay	$24.00 per hour

Rate B (70% of Rate A):

Stand-By	$16.80 per hour
Meeting	$16.80 per hour
Truck Check	$16.80 per hour
Instructors (Rate B plus 10%)	$18.48 per hour

Annual Officers Pay:

Captain	$3,000.00
Lieutenant	$2,500.00
Sergeant	$2,000.00
Medical Training Officer	$1,500.00

APPENDIX D

MACOMB TOWNSHIP PAID-ON-CALL FIRE FIGHTERS WAGES

July 1, 2007 to June 30, 2008

Alarm Pay
Stand-By
Meeting
Truck Check
Instructors

The parties agree to reopen negotiations a minimum of thirty (30) calendar days prior to July 1, 2007 for the purpose of negotiating wages only (Alarm, Stand-by, Meeting, Truck Check, and Instructor) for the period of July 1, 2007 to June 30, 2008.

Annual Officers Pay:

Captain	$3,000.00
Lieutenant	$2,500.00
Sergeant	$2,000.00
Medical Training Officer	$1,500.00

APPENDIX E

Township of Macomb FD

ACCIDENT & HEALTH INSURANCE SUMMARY

	combining benefit limits under one Provident policy	current limits of Nationwide
1. A. **Covered Injury Death Benefit**	$250,000	$50,000
*** Must occur within . . .	No time limit	180 days
B. Additional Seat Belt Benefit	$50,000	Not Available
C. Bereavement Benefit	$10,000	Not Available
D. Dependent Child Benefit (per child)	$10,000	Not Available
2. **Permanent Physical Impairment Benefit - Injury**	$250,000	Not Available
Permanent Physical Impairment Benefit - Illness	$250,000	Not Available
3. **Cosmetic Disfigurement from Burns Benefit**	$250,000	Not Available
4. **Covered Illness Death Benefit - other than Heart**	$250,000	$50,000
*** Must occur within . . .	No time limit	180 days
Covered Illness Heart and Circulatory Death Benefit	$100,000	$50,000
5. **Total Weekly Disability Benefit - Injury**	$1,000	$300
Injuries - Payable up to . . .	Lifetime	260 weeks
*** Disability must begin within . . .	No time limit	30 days
Total Weekly Disability Benefit - Illness	$1,000	$200
Illnesses - Payable up to . . .	5 years	26 weeks
*** Disability must begin within . . .	No time limit	30 days
C. **Cost of Living Adjustment**	5%	Not Available
D. **First Week Disability Benefit** up to	$1,000	Not Available
E. **Transition Benefit** up to	$1,000	Not Available
F. **Partial Disability Benefit** up to	$1,000	
*** Payable for up to . . .	5 years	6 weeks
*** Disability must begin within . . .	No time limit	30 days
6. **Hospital Confinement Benefit (Weekly)**	$105	Not Available
A. **Outpatient Treatment Benefit (Weekly)**	$105	Not Available
7. **Medical Expense Benefit - Injury**	$110,000	$10,000
*** Payable if incurred within . . .	No time limit	1 year
A. **Plastic Surgery Expense**	$27,500	Not Available
Medical Expense Benefit - Illness	$110,000	$5,000
*** Payable if incurred within . . .	No time limit	26 weeks
Specified Disease and Heart or Circulatory Malfunction Coverage - Nationwide		
*** First symptoms must be diagnosed . . .	No time limit	Within 24 hours
*** Must be under . . .	No age restrictions	Age 65
*** Prior history restrictions	None	5 years
*** Disability benefits payable for up to . . .	5 years	26 weeks
*** Death must occur within . . .	No time limit	180 days

APPENDIX E CONTINUED

	Provident	Nationwide
8. Retraining Benefit	$20,000	Not Available
9. Rehabilitation Benefit	$10,000	Not Available
10. Family Expense Benefit	$10,000	Not Available
11. Mental Stress Management Benefit	$10,000	Not Available
12. Traumatic Incident Benefit	$10,000	Not Available
B. Auxiliary Group		
1. Covered Injury - Death and Dismemberment	$250,000	$15,000
2. Weekly Disability Benefit	$1,000	None
3. Weekly Hospital Confinement Benefit	$105	None
4. Medical Expense Benefit	$110,000	$5,000
C. Youth Group (such as Junior Firefighters)		
1. Covered Injury - Death and Dismemberment	$250,000	$15,000
2. Weekly Disability Benefit	$1,000	None
3. Weekly Hospital Confinement Benefit	$105	None
4. Medical Expense Benefit	$110,000	$5,000

APPENDIX F

PROVIDENT

Township of Macomb FD

Accident & Health Benefits Highlight Sheet

Benefits apply to all classes of membership while performing an activity of the organization.

Plan 1

- ☐ **Covered Injury Death Benefit -** Includes dismemberment, loss of sight, speech or hearing.
  $250,000
- ☐ **Seat Belt Benefit** - Pays an additional **20%** of the Principal Sum.
  $50,000
- ☐ **Dependent Child Benefit** - Pays an additional **$10,000** per dependent child.
  $10,000
- ☐ **Bereavement Benefit** - Pays an additional **10%** of the Principal Sum up to $10,000.
  $10,000
- ☐ **Cosmetic Disfigurement from Burns -** Payable for third and fourth degree burns.
  $250,000
- ☐ **Covered Illness Death Benefit (other than Heart) -** Payable for illness suffered as a direct result of any activity of the organization.
  $250,000 **Covered Illness Heart or Circulatory Death Benefit - $100,000**
- ☐ **Total Weekly Disability Benefits -** Covered Injury(s) payable up to **Lifetime.** Covered Illness payable up to **5 years.**
  $1,000
- ☐ **First Week Disability Benefit -** Replaces up to **$1,000** of lost Gross wages.
  $1,000
- ☐ **Cost Of Living Adjustment -** COLA can **triple** disability payments.
  $3,000
- ☐ **Permanent Physical Impairment Benefit -** Payable for Covered Injury **and** Covered Illness, pays **in addition to** Weekly Disability benefits.
  $250,000
- ☐ **Transition Benefit -** Payable up to **26 weeks** when employer eliminates Insured's position.
  $1,000
- ☐ **Weekly Hospital Confinement & Outpatient Benefit -** Payable to a maximum of **2 years.**
  $105
- ☐ **Medical Expense Benefit -** No time limit for first medical treatment.
  $110,000
- ☐ **Retraining Benefit -** Payable up to a maximum benefit of $20,000.
  $20,000
- ☐ **Rehabilitation Benefit -** Payable for **voluntary** participation in an approved program designed for occupational rehabilitation, either in your occupation or in a reasonable occupation.
  $10,000
- ☐ **Family Expense Benefit -** Reimburses actual expenses, **no waiting period.**
  $10,000
- ☐ **Mental Stress Management Benefit -** Payable for Insured Member who suffers a mental stress related illness.
  $10,000
- ☐ **Traumatic Incident Benefit -** Payable for support services due to a traumatic incident.
  $10,000

Plan 1 Proposal Premium **3 Year Policy with Annual Installments of $6,374.62**

This program administered by Provident Agency, Inc., PO Box 11588, Pittsburgh, PA 15238-0588. Toll-Free 1-800-447-0360.
For actual policy language, see form 209 and 209-AMD, issued by Provident Life and Accident Insurance Co., Chattanooga, TN

Insuring America's Heroes Since 1928

Township of Malcomb FD

Definitions & Explanations of Accident & Health Policy Form 209

Benefits apply while the Insured Member is performing an activity of the organization. Covered Injuries exclude organized league athletics, as separate coverage can be purchased. Covered Illnesses exclude Mental Stress, as it is covered in it's own section. All classes of membership may be covered equally.

- ☐ **Covered Injury Death, Dismemberment, Loss of Sight, Speech or Hearing** - All or part of this benefit is payable based upon loss.
- ☐ **Seat Belt Benefit** - If an Insured Member is wearing a properly fastened seat belt and sustains a Covered Injury which results in the loss of the Insured Member's life, an additional amount equal to 20% of the Principal Sum is payable.
- ☐ **Dependent Child Benefit** - If the Insured Member sustains Covered Injuries or a Covered Illness which results in the loss of the Insured Member's life, an additional $10,000 will be payable for each Dependent Child.
- ☐ **Bereavement Benefit** - If the Insured Member sustains Covered Injuries or a Covered Illness which results in the loss of the Insured Member's life, an additional amount equal to 10% of the Principal Sum not to exceed $10,000 will be payable for expenses associated with the Insured Member's death.
- ☐ **Permanent Physical Impairment Benefit** - If an Insured Member receives Covered Injuries or a Covered Illness which results in a Permanent Physical Impairment, we will pay a P.P.I. Benefit. The impairment value will be expressed as a percentage in relationship to the whole person.
- ☐ **Cosmetic Disfigurement from Burns** - If an Insured Member suffers a cosmetic disfigurement due to a burn that is classified as a third degree burn as a result of a Covered Injury, this benefit will be based on a percentage of the Principal Sum and will depend on the area of the body which was burned.
- ☐ **Covered Illness Death Benefit** - If an Insured Member contracts or suffers any disease, sickness or infection, other than those relating to mental stress, during or resulting directly from a Covered Activity the Covered Illness Death Benefit is payable if results in immediate death or directly causes death while receiving disability benefits.
- ☐ **Total Weekly Disability Benefits** - **Covered Injury(s)** payable up to Lifetime. **Covered Illness** payable up to 5 years.
- ☐ **The Primary Weekly Disability Benefit** - Paid in addition to any benefit from any source.
  The **Earned Income Replacement Weekly Disability Benefit** is payable in coordination with the Primary Benefit to replace 100% of lost Gross wages at the time of disability in excess of other loss of earnings coverages (e.g.-Workers' Compensation). Any health insurance premiums previously paid by the Insured Member's employer, but, due to Covered Injuries or Covered Illness have been discontinued can be included as earned income.

APPENDIX G CONTIN

- **Cost Of Living Adjustment** - 5% adjustments are made on the anniversary date of the Covered Injury or Covered Illness for continuous disability. COLA's are compounded annually not to exceed three times the Total Weekly Disability Benefit limit.

- **Partial Disability Benefit** - Payable on return to any occupation and income loss. Benefit can be paid as much as for total disability. **Injuries** - payable for up to 5 years from the date of return to any occupation. **Illnesses** - payable for up to 5 years.

- **Transition Benefit** - If an Insured Member is released to return to his or her primary employment after receiving benefits under this policy for a Covered Injury or Covered Illness, and their position at their primary employer has been terminated, we will continue to pay benefits equal to the most recent amount for a period of up to 26 weeks while the Insured Member actively seeks employment.

- **First Week Disability Benefit** - For the first week of disability, we will pay a benefit of up to $1,000, in excess of other loss of earnings coverage (e.g.-Workers' Comp.), to replace the Insured Member's lost Gross wages at the time of a Covered Injury or Covered Illness.

- **Weekly Hospital Confinement Benefit** - This benefit is payable during inpatient confinement but not to exceed 730 days. Following one day or more of such confinement, the benefit is payable for out-patient physical therapy or follow up medical treatment.

- **Outpatient Treatment Benefit** - If an Insured Member receives outpatient physical therapy, rehabilitation or follow-up physician's appointments when inpatient stay is not required, we will pay 1/7 of the Weekly Hospital Confinement Benefit not to exceed 365 days for each day of such treatment.

- **Medical Expense Benefit for Covered Injuries or Covered Illness** - Payable for actual cost to Insured Member of medical or surgical treatment, preventative inoculations, hospital confinement or employment of a trained nurse. There is NO TIME LIMIT for first medical treatment or for the rest of the benefit to be used.

- **Plastic Surgery Expense** - An additional 25% of the Medical Expense Benefit can be used for plastic surgery needed as the result of a Covered Injury.

- **Retraining Benefit** - Payable for voluntary participation in a program of retraining in an Institution of Higher Learning, we will pay for the tuition and books charged by the Institution as set forth in a written agreement. The maximum benefit is $20,000.

- **Rehabilitation Benefit** - Payable for voluntary participation in an approved program designed for occupational rehabilitation, either in your occupation or in a reasonable occupation.

- **Family Expense Benefit** - Payable if the Insured Member requires medical treatment causing one or more of their immediate family to incur additional expenses, including loss of wages, to accompany the member or to help treat the member.

- **Mental Stress Management Benefit** - Payable for disability, medical expenses or hospital confinement if insured Member suffers a mental stress related illness. Must continually receive care by a physician appropriate for the condition. Benefit is a maximum paid per person, per Covered Activity.

- **Traumatic Incident Benefit** - Payable for such support services as traumatic incident stress defusing, debriefing, spousal support, and stress reduction. Benefit is maximum paid per Covered Activity.

Optional Benefits for Auxiliary Members and/or Community Volunteers.

Coverage applies while performing the duties of volunteers or in other activities of their organization.

- ☐ **Covered Injury Death, Dismemberment, Loss of Sight, Speech or Hearing** - All or part of this benefit is paid based upon loss. Paid in addition to all other benefits.
- ☐ **Weekly Disability Benefit** - Payable for a Covered Injury if such injury causes a Covered Member to be unable to perform his or her major responsibilities. Payable for a period of up to 1,095 days.
- ☐ **Partial Disability Benefit** - Payable at one half of the Weekly Disability Benefit.
- ☐ **Weekly Hospital Confinement Benefit** - Payable up to 730 days.
- ☐ **Medical Expense Benefit** - Payable for Covered Injury medical costs.
- ☐ **Special Illness Benefit** - If the Covered member suffers a Covered Illness which causes disability or death, we will pay benefits for death, disability, medical expenses, and hospital confinement as a part of and up to the Special Illness Benefit Limit.

Optional Benefits for Organized League Athletics

- ☐ **Organized Athletics Death Benefit** - Also paid for loss of sight, speech or hearing.
- ☐ **Weekly Disability Benefit** - If an Insured Member is totally disabled, benefits can be payable for up to a period of 1,095 days. Partial Disability is payable at one half of the Weekly Disability Benefit.
- ☐ **Weekly Hospital Confinement Benefit** - Payable up to 730 days.
- ☐ **Medical Expense Benefit** - Payable for Covered Injury medical costs.

Exclusions and Limitations

War or act of war. Disability claims resulting from athletic events will be limited to a maximum period of 1,095 days. In no event will benefits be payable for more than one disability at the same time.

If an Insured Member is covered by more than one Emergency Organization's Accident & Health policy issued by Provident Life and Accident Insurance Company, the total benefits payable will not exceed those payable under the policy which provides the greatest benefit. An Insured Member may reopen his or her claim at any time up to five years following a period of total or partial disability for either injuries or illnesses for which payments were made under this policy.

This is only an outline. Please see specimen Policy Form 209 and 209-AMD issued by Provident Life and Accident Insurance Company, 1 Fountain Square, Chattanooga, TN 37402. This program administered by Provident Agency, Inc., PO Box 11588, Pittsburgh, PA 15238. Call us toll-free at 800-447-0360.

APPENDIX H
MACOMB TOWNSHIP PAID-ON-CALL FIRE FIGHTERS
ANNUAL BONUS PLAN FOR ALARM RESPONSES

July 1, 2005 to June 30, 2008

Fire Fighters who respond to higher levels of Alarms at or above the thirty percent (30%) minimum level, on an averaged annual basis, in their assigned primary district and shift for which they are available*, and who also meet all of the other minimum performance requirements as specified in Article XXIII, shall earn an annual bonus as follows:

Percentage of Alarms	Bonus
30%	$ 250.00
40%	$ 500.00
50%	$ 750.00
60%	$1000.00
70%	$1500.00

The initial annual bonus will be based upon the period of July 1, 2005 to June 30, 2006. The subsequent annual bonuses will be based upon the fiscal year beginning on July 1st and ending on June 30th of the following year. Board approved bonuses will be paid by August 15th for the preceding year.

***Average Annual Basis:**
Total alarms responded to per district and shift from July 1 thru June 30 = 30% or more
Total possible alarms per district and shift from July 1 thru June 30

Example: Alarms responded to within district and shift during 12 months = 100
Total possible alarms per district and shift during 12 months = 300
Average annual responses: 100/300 = 33%

APPENDIX I

Macomb Township

Drug-Free Workplace Policy

Effective
September 1, 2004

565 Braund Street, P.O. Box 67, Onalaska, WI 54650
(800) 873-3733 ♦ (608) 782-3733 ♦ Fax: (608) 782-7794

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PURPOSE AND COVERAGE

Macomb Township values its employees and customers and recognizes the need for a safe, productive and healthy work environment. Employees who abuse drugs and/or alcohol are less productive, less dependable, and are a critical threat to the safety, security and welfare of Macomb Township, its employees, customers, vendors, those who do business with Macomb Township, as well as the general public. The establishment of a Drug-Free Workplace Policy (Policy) is consistent with Macomb Township's desire to provide a safe, productive work environment for our employees.

Accordingly, it is the policy of Macomb Township to maintain a workplace free from the use and abuse of drugs and alcohol. Macomb Township will require that all employees and applicants participate in, consent and comply with the terms of this Policy as a condition of employment and continued employment. If questions arise regarding this Policy, please direct them to John F. Brogowicz, Human Resources Director and Macomb Township's Drug Program Coordinator (DPC). This Policy originally became effective July 1, 1997 as amended.

This Policy covers all employees of Macomb Township. Employees who are leased or subcontracted to clients may be required to be tested if required under a client's drug and/or alcohol testing policy, provided that the testing is in accordance with the policy and the policy complies with applicable law. This Policy, by its terms, also covers applicants insofar as applicants, after a conditional offer of employment has been made, are required to consent to, take and participate in a pre-employment test. Applicants, however, are not entitled to participate in any Employee Assistance or Rehabilitation Program offered by Macomb Township to its employees.

NON-DISCRIMINATION

In accordance with the requirements of the Americans with Disabilities Act, Macomb Township does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in use of illegal drugs and who do not otherwise violate the provisions of this Policy, including but not limited to individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaging in such use.

INSPECTIONS

Macomb Township reserves the right to inspect Macomb Township vehicles, premises, and property (including offices, desks, lockers and other repositories) and personal effects (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages or coats) where there is reasonable cause to believe that an employee has violated this Policy. This Policy will extinguish and eliminate any continuing expectation of privacy where reasonable cause exists to believe that there has been a Policy violation. Inspections will be conducted in the presence of the employee and/or an Association Representative, when such employee is implicated in the potential Policy violation.

DEFINITIONS

Drug means a controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including cocaine, opiates, marijuana, amphetamines and phencyclidine (PCP). The term "illegal drug" does not include the use of a drug obtained and taken under supervision by and in accordance with prescriptions or other instructions issued by a licensed health care professional and other drugs otherwise authorized to be used under the Controlled Substances Act.

Under the influence of alcohol means (1) the presence of alcohol in the individual's system which equals or exceeds a blood alcohol content (BAC) of .04; or (2) behavior, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by alcohol during working time or on Macomb Township premises.

Under the influence of drugs means (1) the presence of any detectable amount of an illegal drug or its metabolites demonstrated by a verified positive drug test result, or (2) behavior, appearance, speech, or

bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by illegal drugs or is using illegal drugs during working time or on Macomb Township property.

During working time means time during which the employee is being paid to work for or represent Macomb Township or the employee is in fact representing Macomb Township's interests. The term also includes all paid break and meal periods.

Safety-sensitive position means a job, including any supervisory or management position, in which impairment caused by drug or alcohol usage, would threaten the health or safety of any person. Safety-sensitive positions Macomb Township include the following: Department Head, Manager, Supervisor, Fire Fighter, Water & Sewer Inspector, Utility Worker, Building Inspector or Enforcement Officer, Lifeguard, Building or Park Attendant, any position entrusted with the care of children, disabled or impaired resident or senior citizen, or any employee driving a Township vehicle.

TESTING

Macomb Township reserves the right, within the limits of federal and state laws, to examine and test for the presence of drugs and/or alcohol. Under the conditions of this Policy, applicants or employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath, and/or blood testing for drugs and/or alcohol. The types of testing performed by Macomb Township include, but are not limited to, the following:

Pre-Employment/Pre-Placement

Macomb Township makes all offers of employment subject to and conditioned on the applicant's: 1) consent to taking a drug and/or alcohol test; and 2) a negative test result. Applicants will be required to voluntarily submit to urinalysis, breath, blood or saliva drug and/or alcohol testing and sign a consent and testing appointment agreement. If the tests are positive or if the applicant refuses to undergo testing, the offer of employment will be withdrawn, provided that, where an offer is withdrawn on the basis of a positive alcohol test, the withdrawal is job-related and consistent with business necessity.

Post-Accident

A drug and/or alcohol test will be conducted on all employees involved in accidents occurring during work time or on Macomb Township property. Covered accidents include, but are not limited to, accidents that the employee caused or contributed to that involve: 1) personal injury to employees or others which necessitates medical attention; or results in lost work time; and/or 2) damage to Macomb Township property. Employees are expected to make themselves available for post-accident testing. If circumstances require an employee to leave the scene of an accident, the employee must make a good faith attempt to be tested and to notify Macomb Township of his or her location. Any employee who fails to report any work-related accident is in violation of this Policy and is subject to disciplinary action, up to and including termination. Under certain state laws, employees testing positive may be ineligible for workers' compensation benefits.

Reasonable Cause

Employees will be asked to submit to a drug and/or alcohol test if reasonable cause exists indicating that the employee is under the influence of illegal drugs or alcohol. Reasonable cause means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Return-to-Duty

Employees who have tested positive and have been removed from his/her job duties must submit to and furnish a negative drug and/or alcohol test result prior to returning to his/her job duties.

Follow-Up

An employee who has been removed voluntarily or otherwise from his or her job duties on the basis of a verified positive drug test result and/or confirmed positive alcohol test result may be subject to unannounced drug and/or alcohol testing to determine whether he or she is under the influence of alcohol or drugs. The testing can continue up to twenty-four (24) months from the return-to-work date.

Annual
All employees may be subject to drug and/or alcohol testing as part of a routine annual physical examination, provided that the employee has been given at least two weeks' written notice that a drug and/or alcohol test may be requested or required as part of the physical examination.

POLICY PROHIBITIONS
Employees are strictly prohibited from engaging in the conduct listed below.

1. With respect to illegal drugs, employees violate this Policy by engaging in the following conduct, whether or not during work time or on Macomb Township premises or property:

    a) bringing and/or storing (including in a desk, locker, automobile, or other repository) illegal drugs or drug paraphernalia on Macomb Township's premises or property, including Macomb Township owned or leased vehicles, in vehicles used for Macomb Township purposes or a customer's premises;

    b) having possession of, being under the influence of, testing positive for, or otherwise having in one's system, illegal drugs;

    c) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing illegal drugs;

    d) a conviction or plea of guilty relative to any criminal drug offense. All employees must notify Macomb Township in writing of any criminal drug conviction no later than five (5) calendar days after such conviction;

    e) abuse of prescription drugs which includes exceeding the recommended prescribed dosage or using others' prescribed medications;

    f) switching, tampering with or adulterating any specimen or sample collected under this Policy, or attempting to do so;

    g) refusing to cooperate with the terms of this Policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by Macomb Township or its designee, is in violation of Macomb Township's Policy and subject to disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for a post-accident test;

    h) failure to consent to, participate in and abide by the terms and recommendations of any Employee Assistance Program (EAP) or rehabilitation program to which Macomb Township makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence. These failures are a violation of this Policy, as is any failure to be available for any prescribed continuing or follow-up sessions;

    i) failure to advise a supervisor or manager of the use of a prescription or over-the-counter drug which may alter the employee's ability to perform the essential functions of his or her job is a violation of this Policy; or

    j) failure of employees to notify his or her supervisor before going to work if he or she believes that he or she is under the influence of drugs.

k) Where lawful, Macomb Township strictly prohibits employees from using hemp products, which some within the medical community have indicated may cause a positive marijuana test result. Similarly, except where prohibited or restricted by law, and in accordance with and consistent with Department of Transportation guidelines for drug testing of certain truck drivers, Macomb Township will not generally consider use of hemp products a valid medical explanation for a positive marijuana test result. Any questions about this prohibition should be directed to the Director of Human Resources.

2. With respect to alcohol, employees violate this Policy by engaging in the following conduct during work time or on Macomb Township premises or property:

a) bringing and/or storing (including a desk, locker, automobile, or other repository) alcohol on Macomb Township premises or property, including Macomb Township owned or leased vehicles, in vehicles used for Macomb Township purposes or a customer's premises;

b) having possession of, being under the influence of, testing positive for or having in one's system, alcohol;

c) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing alcohol;

d) a conviction or plea of guilty relative to any criminal alcohol offense. All employees must notify Macomb Township in writing of any criminal alcohol conviction no later than five (5) calendar days after such conviction;

e) switching, tampering with or adulterating any specimen or sample collected under this Policy, or attempting to do so;

f) refusing to cooperate with the terms of this Policy which includes submitting to questioning, alcohol testing, medical or physical tests or examinations, when requested or conducted by of Macomb Township or its designee, is in violation of Macomb Township's Policy and subject to disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for a post-accident test;

g) failure to consent to, participate in and abide by the terms and recommendations of any Employee Assistance Program (EAP) or rehabilitation program to which Macomb Township makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence. These failures are a violation of this Policy, as is any failure to be available for any prescribed continuing or follow-up sessions; or

h) failure of employees to notify his or her supervisor before going to work if he or she believes that he or she is under the influence of alcohol.

CONSEQUENCES FOR POLICY VIOLATIONS

Any employee who engages in any of the prohibited conduct listed above is in violation of this Policy and shall be subject to discipline, up to and including termination of employment at the discretion of Macomb Township. While the discipline imposed will depend on the circumstances, and Macomb Township reserves the right to determine the discipline imposed in accordance with Article XVI Discipline as found in the Collective Bargaining Agreement, ordinarily certain offenses will result in immediate suspension (e.g. possession, sale or use of illegal drugs on Macomb Township's property or during working time).

Macomb Township also reserves the right to refer employees with a verified positive drug and/or confirmed alcohol test for assessment, counseling, rehabilitation services or treatment by a Rehabilitation Service Provider, Substance Abuse Professional, or other qualified person licensed or certified in accordance with applicable state law, if any, to provide chemical dependency counseling and to require any employee so referred to enter into and abide by one or more of the following: a Rehabilitation Agreement and/or a Return-to-Work Agreement. Costs associated with this benefit may be covered by the employee's medical insurance plan or the Employee Assistance Program; however, any costs not covered by the employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan, or exceed the benefits listed under the existing benefit plans, are the employee's sole responsibility.

In the event of a disagreement between the Township's occupational medical doctor and an employee's personal medical doctor regarding the diagnosis and treatment of a drug and/or alcohol problem, then the Township and the Association may seek an independent medical opinion (IMO) from a qualified medical examiner. If such an opinion is sought, the expense involved in obtaining an IMO shall be borne equally by the employee and the Township.

Finally, employees for post-accident or reasonable cause testing will be removed from his or her position and receive a non-disciplinary suspension until Macomb Township receives the test results. Employees will not be compensated for time missed from work if the test is positive, but will be compensated if the test is negative.

VOLUNTARY TREATMENT AND COUNSELING

We encourage all employees who need assistance in dealing with alcohol or drug abuse dependency problems to seek counseling through the various private and public agencies that are available. Employees who come forward to request treatment or leaves of absence for treatment will not be subject to discipline. Costs associated with any rehabilitation program may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employee's sole responsibility. Macomb Township will comply with any applicable medical leave law, disability discrimination law or applicable leave policy in the event leave is requested. Except as otherwise required by such laws or policies, Macomb Township cannot guarantee that the employee will return to the same or a comparable position upon return to duty.

Employees may not escape discipline by first requesting such treatment and/or leaves after being selected for testing or violating Macomb Township's policies and rules of conduct. Nor will such requests, leaves or participation in treatment or counseling excuse employees from compliance with normal standards of performance or conduct. Requests for voluntary treatment or counseling and related matters will be kept confidential in accordance with any applicable federal and/or state law requirements.

-OR-

EMPLOYEE ASSISTANCE PROGRAM

Macomb Township offers an Employee Assistance Program (EAP) for employees and their dependents. The EAP provides confidential assessment, referral, and short-term counseling for employees who need or request it. Any employee, through self-referral or through a referral source, can access the EAP. These EAP services are available to employees of Macomb Township and their eligible dependents. Employees may not escape discipline, however, by first requesting EAP services after being selected for testing or violating Macomb Township's policies and rules of conduct. Nor will such requests or utilization of EAP services excuse employees from compliance with normal standards of performance or conduct. Information provided when accessing and utilizing EAP services will be kept confidential in accordance with any applicable federal and/or state law requirements.

Costs associated with this benefit may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employee's sole responsibility.

CONFIDENTIALITY AND PRIVACY

All drug and alcohol test results are reported to Macomb Township's DPC and will remain and be considered confidential. Results will only be disclosed within Macomb Township and on a need-to-know basis and as allowed by law and retained in a secure location with controlled access. Information about an employee's medical condition or history obtained in connection with a drug and alcohol test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's drug and alcohol test results and other information gained in the testing process will only be otherwise disclosed in accordance with an individual's written authorization or as otherwise required by applicable law.

Macomb Township will attempt to ensure that all aspects of the testing process, including specimen or sample collection, are as private and confidential as reasonably practical. Employees or applicants will not be observed while providing a urine specimen unless there is reason to believe the employee or applicant has tampered with, adulterated, switched or attempted to tamper with, adulterate or switch a urine specimen.

EDUCATION AND TRAINING

Macomb Township has available information, education and training regarding problems associated with drug and alcohol abuse in the workplace and otherwise. One important source of information is the "Employee Handbook." We also provide training for supervisors and managers through, among other things, the "Supervisor Training Manual."

CONSENT

As a condition of continued employment, employees must sign a consent form (a copy of which is attached hereto and made a part hereof).

RESERVATION OF RIGHTS

This Policy supersedes and revokes any other Macomb Township practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. Macomb Township reserves the right to interpret and administer this Policy. In the event this Policy would require an action to amend, supplement, modify, revoke, rescind, or change, then the Township would provide the Association and its members with adequate notice and consideration.

Drug Free Workplace Policy

Acknowledgement of Receipt of Policy and Consent to Testing

I certify that I have received and understand my company's Drug-Free Workplace Policy.

I agree to comply with the company's policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination.

I consent to submit to drug and/or alcohol testing as outlined in the company's policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine specimens tested for drugs at a U.S. Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (DHHS/SAMHSA)-certified laboratory.

I consent to the release of the drug and/or alcohol test results in accordance with the company policy to the selected Medical Review Officer (MRO), to the company's third-party administrator (currently ChoicePoint), to and within the company on a need-to-know basis, and to additional parties in accordance with my written authorization or as otherwise required by applicable federal or state law.

I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the company as a verified positive.

In the event of a post-accident test, the drug and/or alcohol test result(s) may also be provided to the workers' compensation insurance carrier.

Employee Name (*Print*):_____ Date:_____

Employee Social Security Number:_____

Employee Signature:_____

Employer Name: **Macomb Township**
54111 Broughton Road
Macomb, MI 48315

I am the parent/guardian of _____, and I acknowledge that I understand the company's Drug-Free Workplace Policy. I hereby consent to his/her participation in the company's Drug-Free Workplace Program.

Parent/Guardian Signature:_____ Date:_____

LETTER OF UNDERSTANDING

In the interest of sound labor-management relations, the Township of Macomb, hereinafter referred to as the Employer, and the Michigan Association of Fire Fighters (MAFF), representing the Macomb Township Fire Fighters Association (MTFFA), hereinafter referred to as the Union, agree to amend the collective bargaining agreement between the parties and dated July 1, 2004 through June 30, 2008 as follows:

1. The terms "District" and "Station" shall be synonymous whenever and/or wherever used in the collective bargaining agreement and/or when referring to any Article and/or Section of the collective bargaining agreement and the use of one or the other does not change what is expected of the Employer and/or Union.
2. In an attempt to clarify Article XXUI, "Performance Requirements," the following shall be adhered to: The items delineated in Article XIV, Section 14.4, "Duty Uniforms," shall be provided on an annual basis, prior to June 1st. The pants and shirt will be a style mutually agreed upon by the Union and the Township.

3. In an attempt to clarify Article XXUI, "Performance Requirements," the following shall be adhered to:

A. An employee shall complete and submit a Time-off Request form to be excused from responding to alarm runs for hours working at their primary occupation and/or for vacation from their primary employer in excess of ~~five~~ FOUR (4) (~~5~~) calendar days and up to thirty (30) days. The employee shall also complete and submit a Time-off Request form for a bona fide sick leave which is supported with medical documentation and for any Macomb Township Fire Department function or training. The Time-off Request form must be submitted for vacation, work or department function/training at least twenty-four hours in advance in order to allow for approval and manpower adjustments.

JOB 6/20/05 AS

B. An employee shall normally be charged or credited based upon their assigned primary station and shift for which they are available.

C. Employees shall not be charged or credited for an alarm or tone-out outside of their assigned primary station and shift, i.e. secondary station assignments. Notwithstanding the above, it is understood that situations may arise in which secondary station assignments or tone-outs for other station assistance will result in an employee being credited or charged as if the secondary station assignment or tone-out was primary if it occurs during the employee's primary shift. By way of illustration and not limitation, the following is a list of possible examples:

1. When a primary station is on an alarm or has been toned out and assistance is needed from other stations for whatever reasons, those employees whose primary assignment is at the station toned out shall be charged or credited accordingly if the alarm or tone-out occurs during their primary shift.

2. When more than one station has to be toned out for an alarm, those employees whose primary assignment is at the station toned out shall be charged or credited accordingly if the alarm or tone-out occurs during their primary shift.

3. When a general tone-out is initiated, employees at all stations shall be charged or credited accordingly if the tone-out occurs during their primary shift.

D. It is understood that situations may arise in which an employee responding to an alarm outside of his or her primary shift would receive credit for the alarm as a result of a tone-out being initiated requesting additional assistance from a particular station when the employee's shift becomes primary and he or she is already assisting.

E. The Employer shall not regularly issue memorandums or communications advising secondary station employees to respond to alarms when primary station employees are toned out, thereby creating a situation in which secondary station employees are charged or credited. It is understood, however, that situations may arise in which, as a result of manpower shortages, the Employer may issue memorandums or communications advising secondary station employees to respond to alarms when primary station employees are toned out. The Employer shall notify the Union of this necessity a minimum of seventy-two (72) hours in advance and such requirement shall not last more than seven (7) calendar days without approval from the Union. In addition, the Employer shall advise the County to tone-out both stations thereby making the alarm primary for both stations.

F. When an employee is on an approved departmental assignment, such as training or volunteer event, or engaged in official Union business as an officer or steward of the Union, the employee shall not be charged for failing to respond to an alarm. The employee shall be credited, however, if he or she is able to respond and the alarm is in the employee's primary station and during his or her primary shift.

G. Business and Training meetings will be counted as one meeting for the purpose of tracking provided they occur on the same date and are continuous. The meeting agenda may cover business, training, or other related topics of interest in the operation of the Department.

H. Truck checks will be scheduled at least one month in advance. Truck checks must be performed as scheduled. Truck checks may not be "made-up.

I. The Fire Department will maintain separate lists for performance requirements for "Full-time" and Paid-on-Call personnel.

4. In regards to Appendix H, the Annual Bonus Plan for Alarm Responses will be prorated to account for any absence from duty whereby the fire Fighter is not available to respond to alarms due to a Board approved leave of absence under Article XV.

5. Page 26 of the collective bargaining agreement shall have the date entered as "this 9th day of December 2004."

6. This Letter of Understanding shall be incorporated into the successor collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20th day of JUNE 2005.

For the Township:
(Township of Macomb)

Supervisor

Fire Chief

Director, Human Resources

For the Union:
(Michigan Association of Fire Fighters representing the Macomb Township Fire Fighters Association)

MAFF Labor Relations Specialist

MTFFA Local Representative

LETTER OF UNDERSTANDING

In the interest of sound labor-management relations, the Township of Macomb, hereinafter referred to as the Employer, and the Michigan Association of Fire Fighters (MAFF), representing the Macomb Township Fire Fighters Association (MTFFA), hereinafter referred to as the Union, agree to amend the collective bargaining agreement between the parties and dated July 1, 2004 through June 30, 2008 as it pertains to Article XXIII Performance Requirements as follows:

1. The Macomb Township Fire Department is charged by the Board of Trustees in providing fire fighting and rescue services to the community at-large. In operating the Department, the Fire Chief and his/her command staff must be able to assure that a sufficient number of fire fighters are scheduled at each station and shift to respond to emergencies. Therefore, the Department has established minimum performance requirements as found in Article XXIII, Section 1: A, B, and C.

2. The Fire Chief and or his/her designated representative will review actual performance on a monthly basis, and when necessary, inform a firelighter of questionable performance in an effort focused on improvement.

3. Macomb Township will administer discipline in regards to performance with the intent on correcting the undesirable behavior of the fire fighter in order to achieve or exceed minimum performance requirements. However, if the undesirable behavior can not be changed, then the Township will proceed with termination of employment.

4. As described in Article 23.2, the Township will monitor performance as it pertains to Alarm Runs on a quarterly basis. If actual performance is below the minimum level, then the Township will proceed in administering progressive discipline as follows:

   A.

Offense	Discipline
First Offense	Written Warning
Second Offense	One Week Suspension
Third Offense	Two Week Suspension
Fourth Offense	Discharge

   B. If a fire fighter who has been issued discipline meets or exceeds the Alarm Run performance requirement for the next quarter or more, but less than four consecutive quarters as described in Article 23.3 and then fails to meet the performance requirement, then the Township will repeat the previous level of discipline rendered.

5. In regards to the performance requirement for Truck Checks, the Township will evaluate actual performance on a monthly basis each year from July 1 through June 30 as follows:

A.

Missed Assigned Truck Check	Discipline
1 to 3	Not Applicable
4	First Written Report
5	Second Written Report
6	Third Written Report
7	Discharge

B. At the end of the year (June 30), any discipline rendered for violations of the Truck Check requirement will not be carried-over to the next year of the contract.

6. In regards to the performance requirement for Business & Training Meetings, the Township will evaluate actual performance on a monthly basis each year from July 1 through June 30 as follows:

A.

Missed Business and Training Meetings	Discipline
1-11	Not Applicable
12	First Written Report
13	Second Written Report
14	Third Written Report
15	Discharge

B. At the end of the year (June 30), any discipline rendered for violations of the Business & Training requirement will not be carried-over to the next year of the contract.

C. Business & Training meetings will be based upon thirty-two (32) meetings per year for the purpose of evaluating performance. Any training meetings above thirty-two (32) will only be counted for the purpose of payment and not charged or credited otherwise.

7. Any discipline rendered by the Township to an employee for a violation pertaining to Minimum Performance Requirements as addressed in Article XXUI shall not in itself determine eligibility for the Macomb Township Paid-on-Call Fire Fighters Annual Bonus Plan for Alarm Responses as described in Appendix H.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 24 day of August 2005.

For the Township:
(Township of Macomb)

Supervisor

Fire Chief

Director, Human Resources

For the Union:
(Michigan Association of Fire Fighters representing the Macomb Township Fire Fighters Association)

MAFF Labor Relations Specialist

MTFFA Local Representative

Letter of Understanding

Macomb Township, Employer, and the Michigan Association of Fire Fighters (MAFF) representing the Macomb Township Fire Fighters Association (MTFFA), Union, agree to amend the collective bargaining agreement between the parties dated July 1, 2004 as it pertains to Article 5.1.E: whereby the Township has the right to determine the qualifications of employees as follows:

WHEREAS the Macomb Township Board of Trustees approved a request to increase the response level of the Macomb Township Fire Department from Medical First Responder to Basic Life Support Non-Transport on August 27, 2003; and

WHEREAS the Township and the Union met in June of 2005 and subsequent dates thereafter and discussed this change in qualification and the Township's plan to upgrade the Department to Basic EMT; and

WHEREAS the Township paid for the cost of training for the Basic EMT certification and for hours while attending training as specified in the agreement; and

WHEREAS the Union has requested to exempt certain fire fighters from the Basic EMT qualification.

NOW, THEREFORE, in consideration of the promises each other made, hereinafter set forth, the parties do agree that six (6) fire fighters will be exempted from Basic EMT Certification as follows:

FF. Donis Harris	FF. Mark Grabow
FF. Michael Ouvry	FF. Kevin Leder
FF. Thomas Murphy	FF. Keith VanDekerhove

Furthermore, should the same firefighters voluntarily seek Basic EMT Certification at a later date, and the Fire Chief approves the curriculum; then the Township shall pay for this training, however, the exemption *may not* be transferred to another firefighter.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this 1ST day of JUNE 2007.

For the Township of Macomb:

John D. Brennan
Township Supervisor

Robert A. Allitt
Fire Chief

Director, Human Resources

For the Union (MAFF/MTFFA):

Troy A. Scott
MAFF Labor Relations Specialist

Jeff T. Craig
MTFFA Local Representative

MTFFA Local Representative

LETTER OF UNDERSTANDING

In the interest of labor-management relations, the Township of Macomb, hereinafter referred to as the Employer, and the Michigan Association of Fire Fighters (MAFF), Representing the Macomb Township Fire Fighters Association (MTFFA), hereinafter referred to as the Union, agree to amend the collective bargaining agreement between the parties and dated July 1, 2004 through June 30, 2008 as follows:

1. Effective July 1, 2007 through June 30, 2008, the Alarm Pay for Seniority Fire Fighters with EMT certification will be $25.00 per hour and for Seniority Fire Fighters without EMT certification, $24.72 per hour.

2. Effective July 1, 2007 through June 30, 2008, the Stand-by, Meeting and Truck Check pay for Seniority Fire Fighters will be $17.30 per hour.

3. Effective July 1, 2007 through June 30, 2008, the Instructor Pay for Seniority Fire Fighters will be $19.00 per hour.

4. Effective July 1, 2007, Probationary Fire Fighters with less than six (6) months of service as a Probationary Fire fighter will be compensated at seventy-five percent (75%) of the established hourly rate of pay.

5. Effective July 1, 2007 through June 30, 2008, a new classification of "Recruit Fire Fighter" will be recognized under the collective bargaining agreement for those individuals who at the time of hire do not possess Fire Fighter I &II, and Basic EMT certifications. Such individuals shall be required to successfully obtain the minimum certifications of Fire Fighter I & II, and Basic EMT before becoming eligible for the rank of Probationary Fire Fighter thus beginning the "18 month probationary period".

   The time spent as a Recruit Fire Fighter will be considered a training period for the purpose of obtaining Fire Fighter I & II and Basic EMT certification. Failure to obtain the necessary certifications during the first eighteen months of employment under Recruit Fire Fighter status would result in immediate termination of employment.

   Recruit Fire Fighters shall work at the will of the Employer and may be terminated with or without cause. Recruit Fire Fighters will be represented by the association for collective bargaining purposes only, not for any discipline or discharge proceeding or in any other matter, except as required by law, and shall work at the will of the Employer. There shall be no seniority for Recruit Fire Fighters. The Employer shall have no responsibility for the re-employment of a laid off or discharged Recruit Fire fighter.

   Recruit Fire Fighters would be compensated as follows:

   a. Alarm Pay:

i.	With no certification	$10.00 per hour
ii.	With one certification	$12.50 per hour
iii.	With two certifications	$15.00 per hour

b. Meeting and Truck Check Pay:

i.	With no certification	$7.15 per hour
ii.	With one certification	$8.65 per hour
iii.	With two certifications	$10.38 per hour

c. Stand-by Pay:

i. A Recruit Fire Fighter is ineligible to work Stand-by.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19 day of July 2007.

For the Township:

John R. Brennan 7/19/07
Township Supervisor Date

Robert Elliott 7-19-07
Fire Chief Date

7/19/07
Human Resources Director Date

For the Union:

Troy A. Scott 7-19-07
MAFF Labor Relations Specialist Date

7-19-07
MTFFA President Date

MTFFA Representative Date