AGREEMENT

BETWEEN

TOWNSHIP OF MACOMB

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

MACOMB TOWNSHIP PROFESSIONAL FIRE FIGHTERS LOCAL 5023

January 1, 2015

THROUGH

December 31, 2017

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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 ***"Employer"*** and the ***International Association of Fire Fighters*** hereinafter referred to as the ***"Union"*** representing the ***Macomb Township Professional Firefighters Local 5023*** hereinafter referred to as the ***"Bargaining Unit".***

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 Employer and the Union in the best interest of the community; to improve the public firefighting 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. ***"Union"*** shall mean the International Association of Fire Fighters Local 5023 and its duly elected or appointed officers or representatives.

C. ***"Employee"*** shall mean all Full-time Fire Fighters with the rank of Captain and below, excluding the Fire Chief, Deputy Chief, Assistant Chief, and all part-time fire fighters.

D. ***"Executive Board"*** shall mean the Full-Time Fire Fighters holding the office of President, Vice-President, Secretary or Treasurer of the Macomb Township Professional Fire Fighters Union.

E. ***"Bargaining Unit"*** shall mean the members of the Macomb Township Professional Fire Fighters Union.

F. ***"Annualized Base Pay"*** shall mean the hourly rate of pay X 2,080.

G. ***"Hourly Rate of Pay"*** shall mean the amount of pay received from the Township for an hour of work.

H. **"Bona-fide Sick Leave"** shall mean an illness in which the employee is: under doctor's care; totally disabled from working; and supported by written documentation.

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 **Union Security or Agency Shop Defined:** Membership in the Union is not compulsory. Employees have the right to join, maintain or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee with regard to such matters. Any employee who is not a Union member, and who does not make application for membership shall, as a condition of employment, pay to the Union 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 Employer 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 Employer 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 Union 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 Union:** The Union 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 Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union.

2.4 **Payment of Dues:** The Employer shall deduct the dues and/or service charge from the employees' pay each pay period. The Employer shall make the deduction of the dues and/or service charge at the next pay period designated for this purpose. The Employer shall remit the dues and/or service charge to the Treasurer of

Union 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 the Union; and then by the Union to the Employer. In the event the employees wage is not sufficient in any month to cover the dues/service charge, the Employer shall not be responsible for remittance of the dues/service charge. It shall be the responsibility of the Union to notify an employee of any arrearage in dues/service charge.

2.6 **No Lockout:** The Employer will not lockout 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 Union 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 Bargaining Unit, or the employees covered hereunder during the terms of this Agreement, the Union by its representatives shall immediately declare such work stoppage or other curtailment to be illegal. The Union 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 Union 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 Employer shall recognize the Union 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;

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 so long as it does not cause the layoff of bargaining unit members.

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 copy of this Agreement shall be furnished by the Employer to the Union. The Union shall provide the Employer with copies of the Agreement to be distributed to new employees, if any, during the time of this Agreement. The Union will distribute copies of the new Agreement to all current employees covered under the Collective Bargaining Agreement. Every new employee receiving a copy of this Agreement shall sign an acknowledgement that he received a copy of the Agreement as a condition of employment.

6.2 The Employer shall post a copy of the entire Agreement on the Township's internet/intranet site. The Employer and the Union may agree to use the electronic copy of the Agreement in place of providing a paper copy to existing and/or new members of the Union as written above. However, a new employee will be required to acknowledge that he was instructed during New Employee Orientation on how to access the Agreement on the Township's internet/intranet site.

ARTICLE VII
UNION ACTIVITIES

7.1 **General:** Employees and their Union 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 Employer through representatives of their own free choice to the extent authorized by Act 379 of the Public Acts of 1965.

7.2 **Union Representatives:** The Union 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 Union and the Employer. The Union shall promptly supply the Employer with an up-to-date list of representatives elected to the IAFF Local 5023 Executive Board (President, Vice President, Secretary, and Treasurer). The Executive Board shall represent employees for all matters pertaining to the Agreement or within the scope of Act 379 of the Public Acts of 1965. No more than one (1) Executive Board member shall represent the Bargaining Unit on any matter. Finally, with proper notice, the Union may have, at its discretion, IAFF Service and/or District representation including legal counsel present at any step of the Grievance Procedure.

The authority of the Executive Board 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 its officers.

C. Communicating with the IAFF representatives and/or legal counsel regarding Union business and/or grievances.

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

For the purpose of contract negotiations, the Union shall be allowed up to two (2) members of the Executive Board excused from active duty with pay to negotiate with the Employer during scheduled work hours. Additionally, the Union shall have the right to have another bargaining unit member of their choice to attend scheduled negotiations without pay provided the member is not on active duty. Finally, the Union shall have, at their discretion, IAFF Service and/or District representation including legal counsel at negotiations.

7.3 **Bulletin Boards:** The Union shall be provided bulletin board space at each fire station for the posting of Union notices and other information. Such boards will be identified with the name of the Bargaining Unit. Bulletin board space may be shared with space provided for other represented members of the Union. The Union shall designate persons responsible for maintaining the postings on the board. The bulletin boards shall not be used by the Union 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 a member of the Executive Board for proper dispensation.

7.4 **Meetings:** The Union shall be allowed to schedule meetings at a Fire Station upon written request to and approval from the Fire Chief.

7.5 **Professional Development Training**: Each employee shall be allowed to attend a six (6) day course at the National Fire Academy (NFA) every other year. The employee shall select a course from a list of available courses that are directly related to their job, and with the approval from the Fire Chief, shall be allowed to apply for the course. If accepted to the NFA, the Employer will pay for the NFA meal ticket. In general, other expenses from attending the approved course are covered by the NFA. The employee will not be required to use any vacation or personal time while attending the NFA course. No more than one (1) employee will be allowed to attend the NFA at any time. If a conflict evolves from two employees requesting to attend a NFA training at the same time, the selection will be decided by the Fire Chief based upon: (1) relationship to specific job duties and responsibilities, (2) rank, and (3) seniority.

ARTICLE VIII
OTHER AGREEMENTS AND EMPLOYMENT ORGANIZATIONS

8.1 **Other Agreements:** The Employer 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 (MERC).

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 Employer, nor may other organizations represent any employees with respect to wages, hours, or conditions of employment with the Employer, in derogation of the exclusive bargaining agency of the Union.

ARTICLE IX
WORK SCHEDULE

9.1 An employee's normal work schedule will consist of two hundred twelve (212) hours during a period of twenty-eight (28) calendar days. The Fire Chief will inform the employees of the beginning and end of each twenty-eight (28) day period prior to the beginning of such period. A work schedule covering twenty-eight (28) days will be posted by the Fire Chief, or his designated representative, at least fourteen (14) days in advance of the next pay period.

9.2 Employees shall be allowed two (2) fifteen (15) minute breaks each workday as follows: one (1) break in the first four (4) hours of the workday and one (1) break in the second four (4) hours of the workday.

9.3 Employees shall have a sixty (60), minute lunch break during any 8 ½ hour or longer workday. The first thirty (30) minutes of the lunch hour will be unpaid and the second thirty (30) minutes of the lunch hour will be paid provided the fire fighter works five (5) or more hours in that work day.

9.4 In the event of an emergency whereby a fire fighter is required to work between four (4) and eight (8) additional hours or more, then, at the direction of the Fire Chief, the fire fighter shall be allowed a fifteen (15) minute break during each four (4) hour period and meal time (unpaid) from thirty (30) minutes to sixty (60) minutes.

9.5 If an employee is unable to report to work, then employee shall notify his supervisor at least one (1) hour prior to the start of their scheduled starting time, unless mitigating circumstances make such notification impossible.

ARTICLE X
OVERTIME

10.1 Authorized hours worked in excess of two hundred twelve (212) hours during the period of twenty-eight (28) days as defined in Article 9, Section 1 will be considered overtime. Such hours will be compensated at time and one-half the Employee's hourly rate of pay and in accordance with the Fair Labor Standards Act.

10.2 Scheduled overtime will be offered on the basis of: position/rank, ability to perform the required work, and seniority.

10.3 In the event no employee volunteers for overtime, the lowest seniority employee of the required rank and ability to perform the required work shall be ordered to work mandatory overtime.

ARTICLE XI
SENIORITY AND NEW EMPLOYEES

11.1 **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 one (1) year 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 Union 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.

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

11.3 **Breaking Ties in Seniority:** In the event of two (2) or more employees being hired on the same day, seniority shall be determined first by:

A. The higher written examination score;

B. The higher oral examination score; or

C. The earlier date of birth.

11.4 **Layoff and Recall:** The word "layoff" means a reduction in the workforce. When a layoff occurs, 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.

11.5 **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 ten (10) calendar days' notice to recall to work. Notice of recall shall be sent to the employee at his/her last address on record with the Employer's Human Resources Department via certified mail. A copy of the notice shall be made available to the Union. If an employee fails to report for work within ten (10) calendar days from the date of the mailing of notice, the employee shall be considered to have voluntarily left the employment of the Employer. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's address being inaccurate.

11.6 **Loss of Seniority and Termination of Employment**: A Fire Fighter shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

A. The employee voluntarily resigns;

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

C. The employee is absent without leave (AWOL) for five (5) consecutive work days. An exception to this clause may be made if the employee was incapable of notifying the Employer for reasons beyond his/her control;

D. The employee obtains a Leave of Absence under false pretense, or fails to return to work after expiration of the Leave of Absence;

E. The employee retires;

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

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

H. The employee provided false information on his/her application for employment regardless of time of discovery. However, the Employer must take action within thirty (30) days of their discovery;

I. Employee fails to return to work when recalled from layoff as set forth in Article 11.4.

J. Employee performs work for another employer during his/her normal hours of employment with the Employer excluding vacation taken in a minimum of eight (8) hour increments; and

K. Employee uses his/her position with the Employer to solicit, promote, or secure business for another employer or them self.

ARTICLE XII
SAFETY

12.1 **Policy:** The prevention and reduction of accidents, injuries, exposures and occupational illness shall be a primary consideration at all times.

ARTICLE XIII
PROMOTIONAL PROCEDURE

13.1 Open position(s) for Sergeant, Lieutenant, or Captain shall be posted at all of the Township Fire Stations by the Human Resources Department for fifteen (15) calendar days. Such postings will only be for members of the Bargaining Unit.

13.2 Full-time Fire Fighter 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 there are not a minimum of three (3) full-time qualified candidates who meet the two (2) years in rank requirement, then the requirement shall be waived and the Employer shall also consider external candidates for hire.

13.3 Interested Full-time Fire Fighter candidates shall submit a written application, including cover letter and resume, to the Human Resources Department within fifteen (15) calendar days of posting.

13.4 Within thirty (30) calendar days of the closing of the posting qualified candidates (as described in 13.2) shall receive an oral and/or written test, and a psychological evaluation.

13.5 Those candidates who successfully pass the oral and written tests and a psychological evaluation will be interviewed by the Selection Committee or designated representatives. The Selection Committee may also consider performance evaluations in selecting the best candidate for the position.

13.6 The Selection Committee shall be comprised of the: Fire Chief; Township Supervisor, Clerk, and Treasurer; Human Resources Director; and a Fire Chief or Fire Fighter of a higher or equal rank of the open position from a neighboring community.

13.7 Candidates shall be ranked by the Selection Committee. Such ranking is only applicable to the current open position(s).

13.8 The Selection Committee shall make recommendation to the Macomb Township Board of Trustees within thirty (30) calendar days of the completion of the Selection Process as described in 13.4.

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

13.10 Following the approval of the Macomb Township Board of Trustees, the Fire Chief or the Human Resources Director will notify the Union of the approved promotion(s).

ARTICLE XIV
INSURANCE

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

A. Each employee shall be covered by applicable Michigan Workers' Compensation Laws as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report the injury within twenty-four (24) hours or as soon as possible on forms provided by the Employer.

B. Any insurance check received for Workers' Compensation shall be signed over to the Employer and the Employer will continue paying regular wages to the employee to prevent loss of pension contributions.

C. The Employer agrees to continue all insurance and other benefits listed under this Agreement during the period of time the employee is disabled and receiving Workers' Compensation benefits not to exceed one (1) year.

D. The Employer shall pay for the time off prior to when Workers' Compensation benefits begin and the employee shall not suffer a reduction in sick leave or vacation due to a duty related injury or illness.

14.2 The Employer shall provide benefits through Provident Life and Accident Insurance Company as delineated in the attached "Township of Macomb Fire Department 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 A, B, and C).

14.3 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 the Union by the Employer. It is understood by the party 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.

14.4 The Employer shall provide Hospitalization & Medical, Dental, and Vision insurance to the employee and eligible family members. Employees shall become eligible for such insurance coverage on the first day of the month following ninety (90) calendar days of continuous full-time employment. Upon separation from employment excluding qualified retirement, insurance coverage will cease at the end of the month in which separation occurs.

14.5 **Life Insurance:** The Employer will provide each Employee with an amount of group term life insurance equal to one times the Employee's Annualized Base Pay with an accidental death and dismemberment (AD&D) rider. The provider of such coverage will be at the discretion of the Employer. Employees will become eligible for group term life insurance on the first day of the month following ninety (90) days of continuous employment. In the event of termination of employment excluding a qualified retirement, life insurance will end on the last day worked.

14.6 **Hospitalization and Medical Insurance:** The Employer shall provide Hospitalization and Medical insurance as follows:

A. Employees hired before January 1, 2006 shall be eligible to participate in the Blue Cross Blue Shield of Michigan Community Blue Plan 1 PPO (Paid Provider Organization) at the Employer's expense. Eligible family members will include the employee's spouse and dependent children in accordance with the Health Care Reform Act, as amended.

B. Employees hired after January 1, 2006 shall be eligible to participate in the Blue Care Network HMO (Health Maintenance Organization at the Township's expense. Eligible family members will include the employee's spouse and dependent children in accordance with the

Health Care Reform Act, as amended. An employee hired after January 1, 2006 may "buy up" to the Blue Cross Blue Shield of Michigan Community Blue Plan 1 PPO (Paid Provider Organization) provided they pay the difference via payroll deduction on a monthly basis.

C. An employee shall become eligible for Medical & Hospitalization insurance on the first day of the month following sixty (60) days of continuous employment.

D. Upon separation of employment excluding retirement under Article 21, Health Insurance coverage shall continue until the last day of the month.

E. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application and shall receive benefits under a single contract without coordination of benefits under the hospitalization and medical contract.

F. Under the PPO Plan, the co-payment for prescription drugs will be $5 for Generic drugs, $25 for Brand Drugs, and $50 for Non-preferred Brand drugs. Under the HMO Plan, the co-payment for Generic Drugs will be $10 and $20 for Brand drugs.

G. Please refer to "Benefits at a Glance" statements for the PPO or HMO for information regarding medical benefits.

14.7 **Dental Insurance**: The Employer shall provide dental insurance through the Delta Dental Plan of Michigan to the Employee and eligible family members as follows:

A. Employees shall be eligible to participate in this Plan at the Employer's expense. Eligible family members will include the employee's spouse and dependent children in accordance with the Health Care Reform Act, as amended.

B An employee shall become eligible for dental insurance on the first day of the month following sixty (60) days of continuous employment.

C. Upon separation of employment excluding retirement under Article 21, dental insurance coverage shall continue until the last day of the month.

D. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the Delta contract.

E. Please refer to "Benefits at a Glance" statements from Delta Dental or to the Union for information regarding dental benefits.

14.8 **Vision Insurance Plan:** The Employer shall provide the Employee and eligible family members with vision coverage under the Vision Service Plan rider as follow:

A. Employees shall be eligible to participate in this Plan at the Employer's expense. Eligible family members will include the employee's spouse and dependent children in accordance with the Health Care Reform Act, as amended

B. An employee shall become eligible for vision insurance on the first day of the month following sixty (60) days of continuous employment.

C. Upon separation of employment excluding retirement under Article 21, vision insurance coverage shall continue until the last day of the month.

D. Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the Vision Service Plan.

E. Please refer to "Benefits at a Glance" statements from Vision Service Plan for information regarding vision benefits.

14.9 **Opt-out Provision:**

A. An employee who is covered with medical & hospitalization insurance through a source other than the Employer may choose to "opt-out" (decline) of the medical, dental, and vision coverage provided by the Employer. In declining, the employee must "opt-out" of all insurance provided under medical & hospitalization, dental, and vision coverage. Proof of alternative coverage for medical & hospitalization insurance must be furnished to Human Resources at the time of election. This option may only be selected or changed upon eligibility following the date of hire or during the annual open enrollment period.

B. In lieu of the Employer provided Medical & hospitalization, dental, and vision coverage, the employee shall receive a monthly cash payment. The monthly cash payment will be equal to fifty percent (50%) of the monthly cost for medical & hospitalization (COPS B Trust Plan), dental, and vision coverage for the single rate plan. The monthly cash payment will be paid on a bi-weekly (1/26) basis.

C. The employee, subject to the terms and conditions of the insurance contracts in effect at the time of the election, may reinstate coverage in the event alternative coverage for which he/she was insured is terminated. The employee will have to furnish proof of such change to Human Resources. Upon reinstatement of insurance benefits through the Township, all payments under the Opt-out provision shall cease.

14.10 **Notification to the Employer:** All employees covered under medical & hospitalization, dental, vision, and life insurance programs provided by the Employer have the responsibility to promptly notify (within thirty (30) days) the Employer of any event that may affect their or their dependent's eligibility under these programs. Should an employee fail to report any change in dependent eligibility within thirty (30) days of a qualifying event, then the employee will reimburse the Employer for all insurance

premiums paid for an ineligible dependent from the date of ineligibility. The repayment of such premiums may be made in cash or through payroll deduction. This repayment provision is in addition to any independent action taken by an insurance carrier.

14.11 **Medical & Hospitalization, Dental and Vision Insurance:** The Union and the Employer agree to re-open the Agreement as it pertains to Article 14 should the Macomb Township Board of Trustees elect not to "opt-out" of Michigan Public Act 152 during the life of this Agreement.

14.12 **Disability Insurance:**

A. The Employer shall provide short-term and long-term disability insurance. Short-term disability insurance benefits will begin on the first day of injury and on the eighth day for illness for a period of one hundred eighty (180) days. The plan will provide a monthly benefit of seventy percent (70%) of base salary for one hundred eighty (180) days. Long-term disability insurance will begin on the one hundred eighty first (181st) day of disability. The plan will provide a monthly benefit of seventy percent (70%) of base salary for twelve (12) months and sixty percent (60%) of base salary thereafter. Employees shall be subject to the definition, eligibility, exclusions, limitations and general provision of the insurance policy.

B. Employees will become eligible for disability insurance on the first day of the month following ninety (90) days of continuous employment.

C. Employees will continue to accrue vacation, sick, and personal time while collecting short-term disability insurance benefits.

ARTICLE XV
PROTECTIVE GEAR

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

15.2 **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.

15.3 **Uniform and Clothing Allowance**: Employees shall receive a lump sum payment of $1,000 on or before January 15th of each year of the Agreement for the purchase of uniforms and clothing. The purchase of uniforms and clothing shall be made in compliance with guidelines provided by the Fire Chief. The lump sum payment will be treated as taxable earnings for federal and state income taxes and shall not be included in Annualized Base Pay as defined under Article 1.2.F.

15.4 **Replacement of Personal Clothing or Glasses:** 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.

ARTICLE XVI
LEAVES

16.1 Leave Pursuant to the Family & Medical Leave Act (FMLA):

A. An employee must use accumulated banked sick, personal or vacation time for unpaid FMLA for the employee's own serious health condition or to care for a seriously ill member of his/her immediate family as described in the Employer's FMLA Policy.

B. An employee must substitute accumulated paid sick time for unpaid FMLA leave for the birth and care of the employee's child or placement for adoption of foster care. A minimum balance of forty (40) sick time hours must be maintained.

C. Under both (a) and (b), if the employee is eligible for Short-term Disability Insurance, then they may use paid sick time hours to supplement their income up to a maximum of 100%. If the employee is no longer eligible for Short-term Disability Insurance, then they may use any remaining accumulated banked sick, personal or vacation time to supplement their income up to a maximum of 100%.

16.2 **Medical Leave of Absence:** Any employee who due to illness or injury exhausts their benefit time under the Family Medical Leave Act, FMLA, may make application for a Medical Leave of Absence. A Medical Leave of Absence shall be inclusive of any time taken under a Family Medical Leave. The Employer shall provide medical & hospitalization, dental, optical, and life insurance coverage from the original date of disability provided the employee's absence is paid by using banked sick, personal or vacation time or the employee is receiving disability payments under the Employer's disability insurance policy. Beyond that time, the Board will review the circumstances and approve or deny any extension for a Medical Leave of Absence on a case-by-case basis. For employees with less than one year of service, a Medical Leave of Absence will be limited to the amount of time employed by the Employer before the disabling event.

A. For employees with more than one year of service: Health, dental, optical, and life insurance coverage for employees with more than one year of service who are on an approved Medical Leave of Absence will continue to be provided by the Employer for up to twenty-four (24) months from the date of disability or within the approved insurance carrier duration. Beyond that period of time, the disabled

employee may continue their health, dental, optical, and life insurance coverage through the Employer at their own expense provided the insurance carrier allows such extension and payments are received in-full and on a timely basis (on or before the due date) by the Employer.

B. For employees with less than one year of service who have satisfied the "waiting period", for eligibility: For employees with less than one year of service who are on an approved Medical Leave of Absence, the Employer will continue health, dental, optical, and life insurance coverage for up to six (6) months from the date of disability. Beyond that period of time, the disabled employee may continue their health, dental, optical, and life insurance coverage through the Employer at their own expense provided the insurance carrier allows such extension and payments are received in-full and on a timely basis (on or before the due date) by the Employer.

16.3 **Sick Time**:

A. Allowance and Use – An Employee hired before January 1, 2008 shall earn 5.34 hours of sick time per month (based upon 24 pay periods {2.67 x 24}) up to a maximum of sixty-four (64) hours of sick time per year. Sick leave may be used in one (1) hour increments. Sick time may only be used for illness or injury, doctor appointments, and the care of ill members of the immediate household. Sick time will be pro-rated in the event of any unpaid absence during the year.

Allowance and Use – An employee hired on or after January 1, 2008 shall receive forty (40) hours of sick time following ninety (90) days of continuous employment. Thereafter, sick time will be renewed at forty (40) hours on the anniversary date of the employee. Sick time may be used in one (1) hour increments. Sick time may only be used for illness or injury, doctor appointments, and the care of ill members of the immediate household. Sick time will be pro-rated in the event of any unpaid absence during the year.

Sick time will be coordinated with short-term disability insurance beginning on the first day for injury and the eighth day for illness.

B. **Illness or Injury** – An employee making a claim for sick time pay, which the Employer considers excessive or abusive, may require the employee to take a physical examination by a physician of the Employer's choice without cost to the employee, to determine the physical fitness of the employee to perform his duties.

Claim for sick leave pay must be accompanied by a statement from the attending physician when requested by the Employer when the employee has been off work due to sickness or accident for three (3) or more consecutive days, or when the claim for sick leave pay is for an employee with a history of absenteeism.

C. **No Advance Credit** – Sick time shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. Employees may use vacation time provided sick time is exhausted.

D. **Accumulation** – Employees hired before January 1, 2008 shall accumulate sick time up to a maximum of one thousand four hundred forty (1,440) hours. Once an employee accumulates one thousand four hundred forty (1,440) hours, then all additional sick time shall be forfeited.

Employees hired after January 1, 2008 may accumulate a maximum of eighty (80) hours of sick time. However, once the maximum of eighty (80) hours is reached, further hours will be forfeited.

E. **Payment at Employee's Voluntary Separation, Retirement, or Death** - For employees hired before January 1, 2008, payment of banked sick time shall be made at the rate of fifty percent (50%) up to a maximum of twelve hundred (1,200) hours upon voluntary separation of employment or retirement, and at one hundred percent (100%) of banked sick time in the case of death.

For employees hired on or after January 1, 2008, payment of unused sick time shall be made at the rate of fifty percent (50%) up to a maximum of eighty (80) hours upon voluntary separation of employment in good standing, retirement or death.

F. **Evidence of Fitness** – The Employer after a prolonged illness or following an off-duty accident where the firefighter is injured may require the Employee to present

medical certification of his physical or mental fitness to continue working at the Employee's expense.

16.4 The Employer and the Union shall incorporate the provisions of the Family and Medical Leave Act and Americans with Disabilities Act and shall apply these provisions to all members of the Bargaining Unit.

16.5 **Personal Leaves of Absence**: Employees under this Agreement may be granted a personal leave of absence, as specified herein, upon prior request. It shall be recommended by the Fire Chief and subject to approval by the Macomb Township Board of Trustees.

16.6 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.

16.7 An employee granted a leave of absence may be restored to his 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.

16.8 Personal leaves of absence shall not be counted as time at work for any benefits. However, during a personal leave of absence, the employee shall be able to continue his/her benefits through the Employer, at their own expense, if eligible for such benefits.

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

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.

16.10 All leave of absence requests shall be made in writing to the Fire Chief 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 and Medical Leave.

16.11 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.

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

16.13 No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere

16.14 **Jury Duty:** An employee who serves on jury duty shall be paid their regular pay. All days served on jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days. The employee shall provide the Employer with Court furnished documentation and sign over any funds received for such service to the Employer excluding mileage and parking.

16.15 **Bereavement Leave:** An employee will receive up to three (3) days not chargeable to annual leave accumulation for attendance at the funeral of the employee's family members as follows: spouse, child(ren), Step-child(ren), parents or step-parents, grandparents, grandchildren, brother, sister, step-brother, step-sister, grandparents-in-

law, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. The bereaved employee shall have the option of extending his/her leave by two (2) additional days, availing themselves to banked personal or vacation time, but excluding sick time.

16.16 **Personal Time:** An employee shall receive thirty-two (32) hours of personal time on the first of the month following ninety (90) calendar days of employment. Thereafter, personal time shall be awarded on the Employee's anniversary date of hire. Personal time shall be pro-rated for unpaid absences, if any, during the previous year.

Personal time may be taken in increments of one (1) hour with prior approval of the Fire Chief or his designee. Personal time must be taken in the year it is awarded or it will be forfeited on the next anniversary date. Personal time may be taken in conjunction with holiday leave and/or vacation leave with prior approval from the Fire Chief or his designee.

Upon separation from employment (retirement, resignation in good standing, or death), all unused personal time will be paid to the employee, spouse or estate at one hundred percent (100%).

16.17 **Military Leave of Absence:** The Employer shall comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended. The Employer will grant a leave of absence to any reservist who is called into active duty, as well as employees who voluntarily enlist, for the duration of such duty, for a period not to exceed five (5) years. Upon expiration of the leave of absence, the employee will be restored to his or her former position or to a position of a like seniority, status, and pay as specified by USERRA.

ARTICLE XVII
VACATION

17.1 All regular full-time employees hired before January 1, 2008 shall be entitled to vacation time with pay under the following schedules:

A. Employees who have completed one (1) year of continuous employment shall receive a vacation of eighty (80) hours per year.

B. Employees who have completed five (5) years of continuous employment shall receive one hundred twenty (120) hours of vacation per year.

C. Employees who have completed ten (10) years or more of continuous employment shall receive vacation as follows:

10 years of continuous service, 128 Hours of vacation;
11 years of continuous service, 136 hours of vacation;
12 years of continuous service, 144 hours days of vacation;
13 years of continuous service, 152 hours of vacation; and
14 years of continuous service, 160 hours of vacation.

All regular full-time employees hired after January 1, 2008 shall be entitled to vacation time with pay under the following schedules:

A. Employees shall receive forty (40) hours of paid vacation during their first year of employment following ninety (90) days of employment.

B. Employees who have completed one (1) year of continuous employment shall receive eighty (80) hours of paid vacation at the beginning of the next anniversary year.

C. Employees who have completed ten (10) years of continuous employment shall receive one hundred twenty (120) hours of paid vacation per year at the beginning of the next anniversary year.

17.2 Employees who lose time due to on-the-job disability under Workers' Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.

17.3 Vacation will be accumulated on a pro-rated basis. Employees shall be allowed to accumulate vacation days for a two (2) year period. At the end of each anniversary period employees may cash in vacation days earned but not used to a maximum of ten (10) days at the rate of one hundred (100%) percent. The days cashed must not exceed fifty (50%) percent of earned vacation time. In the event an employee's vacation is denied by the Employer because of Township business requirements; then with the approval of the Fire Chief or his designee; the Supervisor, Clerk, and Treasurer shall have the discretion to extend the time that the employee must use his/her vacation time by a maximum of sixty (60) days. The employee shall only be denied their vacation request based upon the reasonable needs of the Employer. The purpose of this provision is to aid management in maintaining continuity of the work force and is not intended as a tool to deny employees any of their earned vacation benefits.

17.4 The employee will be paid one hundred percent (100%) of their accumulated vacation upon retirement or resignation in good standing. In the event of the death of an employee, their spouse or estate will be paid one hundred percent (100%) of their accumulated vacation days.

17.5 Vacation requests shall be submitted to the Fire Chief or his designee on or before May 1, of each year, and be taken on a per day basis if approved by the Fire Chief or his designee. Vacation requests submitted prior to May 1 shall be granted based on seniority.

17.6 Miscellaneous vacation can be taken in four (4) hour increments.

17.7 In case of non-FMLA illness, said employees shall use their vacation time, if needed, after all sick time has been exhausted.

17.8 The Employer shall, upon the written request of an employee, issue vacation checks in advance of vacation to be taken. The request must be vacation.

17.9 An employee may work for another employer while on vacation from the Township provided: (1) the vacation request is submitted to and approved in advance by the Fire chief; (2) vacation is taken in a minimum of eight (8) hour increments; and (3) the employee is in compliance with Article 30: Dual Employment.

ARTICLE XVIII
HOLIDAYS

18.1 The following shall be paid holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

18.2 When Christmas, Christmas Eve, New Year's or New Year's Eve day falls on a Monday or Friday, they shall be celebrated on Tuesday or Thursday respectively. If any of the remaining holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday will be observed on the following Monday.

18.3 For those employees who work a normal work week of Thursday to Monday and whose regularly scheduled days off are Tuesday and Wednesday, when Christmas Day or New Year's Day falls on a Tuesday, it shall be celebrated on Thursday. If any of the remaining holidays shall fall upon a Tuesday, the preceding Monday shall be observed as the holiday. When the holiday falls on a Wednesday, the holiday will be observed on the following Thursday.

ARTICLE XIX
HOLIDAY PAY

19.1 Holiday pay shall be made at the hourly rate of pay in effect for an eight (8) hour workday.

19.2 In addition to holiday pay, a Fire Fighter who is scheduled to and works on an observed holiday shall be paid straight time (hourly rate of pay) for all hours worked.

19.3 In order to qualify for holiday pay, the employee must work his last scheduled shift prior to the holiday and his first shift following the holiday. Excused absences, such as bona-fide sickness taken with paid sick time, pre-approved personal time and/or vacation will qualify the employee for holiday pay.

ARTICLE XX
UNION CONFERENCES OR CONVENTIONS

20.1 **Union Conferences or Conventions:** The Employer recognizes the Executive Board's desire to attend and/or participate in workshops, seminars, conferences and conventions sponsored by the International Association of Fire Fighters (IAFF) and the Michigan Professional Fire Fighters Union (MPFFU). However, the Employer also recognizes its fiduciary and municipal responsibilities to the residents and businesses of the Township of Macomb.

20.2 **Request for a Leave of Absence for Union Business:** The Employer shall consider a request for a leave of absence for Union Business from any member of the Union's Executive Board provided: (1) such requests shall be limited to two (2) members at a time, (2) no other member of the Bargaining Unit has been approved for vacation, personal, or sick time on the same dates, (3) the request for a leave of absence for Union Business is presented at least fourteen (14) days in advance to the Fire Chief.

20.3 **Request for Vacation and /or Personal Time for Union Business:** The Employer shall consider a request for vacation and/or personal time from a member of the Executive Board who would like to attend and/or participate in a workshop, seminar, conference or convention sponsored by the International Association of Fire Fighters (IAFF) or the Michigan Professional Fire Fighters Union (MPFFU) provided: (1) such requests shall be limited to two (2) members at a time, (2) no other member of the Bargaining Unit has been approved for vacation, personal, or sick time on the same dates, (3) the request for personal and/or vacation time for Union Business is presented at least fourteen (14) days in advance to the Fire Chief.

ARTICLE XXI
RETIREMENT

21.1 **Regular Retirement:**

A. Employees hired prior to January 1, 2013 shall be subject to retirement provisions under 1937PA345, being MCLA 38.551 et seq., as amended, as addressed from 21.1.A through 21.12.

B. Employees hired after January 1, 2013, if any, shall be treated as follows: (1) The first two (2) employees hired between January 1, 2013 and December 31, 2014 shall be subject to the retirement provisions under 1937PA345, being MCLA 38.551 et seq., as amended, and addressed from 21.1 through 21.10 *only* and *shall not* be eligible for Retiree Medical & Hospitalization, Dental, Vision and Life Insurance nor Dependent Eligibility as described in 21.11 and 21.12. Employees hired after December 31, 2014 shall be eligible to participate in; the Employer's Defined Contribution 401(a) Pension Plan as described under 21.13; the Retiree Medical Savings Plan as described under 21.14; and be eligible for Retiree Life Insurance as described under 21.15.

C. The Employer shall require mandatory retirement upon the attainment of age sixty-two (62). Employees shall be eligible to retire at their discretion at age fifty (50) with twenty-five (25) years of service or at age sixty (60) with ten (10) years of service. Employees will earn one year of service credit for each year of service as a Full-time Fire Fighter while on the Macomb Township Fire Department.

D. Employees hired after January 1, 2004 *are not* eligible for any pro-rated credit for services rendered as a Paid-on-Call Fire Fighter of the Macomb Township Fire Department.

21.2 **Multiplier:** Employees who are eligible to retire shall receive a regular retirement pension payable throughout the retiree's life of two and one-half percent (2.5%) of average final compensation for the first twenty-five years of service, plus one percent (1%) for all years of service on the Macomb Township Fire Department in excess of

twenty-five (25) years. However, in no event, shall the annualized pension benefit exceed seventy percent (70%) of the base annual pay in effect at the time of the Employee's separation.

21.3 **Employee Contribution:** Employees hired after January 1, 2004 shall contribute five percent (5%) of Annualized Base Pay as defined under Article 1.2.E Employee contributions shall be made on a pre-tax basis.

21.4 **Deferred Retirement:** Employees with ten (10) or more years of full-time service with the Macomb Township Fire Department may be eligible for a deferred retirement. The annual benefit will be computed as a service retirement but based upon service, average final compensation, and benefit provisions in effect at the time of termination. Retirement benefits begin at the date retirement would have occurred had the employee remained employed.

21.5 **Average Final Compensation:** For employees hired after January 1, 2004, average final compensation shall only include Annualized Base Pay.

21.6 **Average Final Compensation Defined:** "Average Final Compensation" shall mean the average of the three (3) consecutive years or thirty-six (36) consecutive months of highest annual ~~base pay~~ FOR PURPOSES received by an employee during the employee's ten (10) years of service immediately preceding the employee's retirement or leaving service. In choosing a thirty-six consecutive month period, the selected period must begin on the first day of the month.

21.7 **Duty Disability Retirement:** An employee who is totally and permanently disabled while in the line of duty will be eligible for a duty disability retirement. If disabled prior to age fifty-five (55), then the employee shall receive an annual benefit equal to fifty percent (50%) of the average final compensation and shall be payable until the Employee becomes fifty-five (55) years of age. Upon becoming fifty-five (55) years of age, the disabled Employee shall receive a disability retirement pension computed the same as a regular service retirement. In computing the disability retirement pension, the Employee shall be given service credit for the period of receipt of disability retirement pension before

attainment of fifty-five (55) years of age. If disabled at or after age fifty-five (55), then the employee shall receive a disability benefit calculated the same as a regular service retirement.

21.8 **Non-Duty Disability Retirement:** An employee with five (5) or more years of service who is totally and permanently disabled while not in the line of duty will be eligible for a non-duty disability retirement. If disabled prior to age fifty-five (55), then the employee shall receive an annual benefit equal to one and one half percent (1.5%) of the average final compensation times years of service. Upon becoming fifty-five (55) years of age, Employee's disability retirement pension shall be increased to two percent (2%) of the Employee's average final compensation multiplied by the number of years of service credited to the Employee at the time of their retirement. If disabled at or after age fifty-five (55), then the employee shall receive a disability retirement benefit calculated the same as a regular service retirement.

21.9 **Duty Death in Service Survivor's Pension**: In the event of a duty-related death of an Employee, a Service Survivor's Pension shall be paid upon the expiration of Workers' Compensation to the surviving spouse, if any, of the employee. The benefit would be equal to the amount that was paid by Workers' Compensation.

21.10 **Non-Duty Death in Service Survivor's Pension**: In the event of a non-duty related death of an Employee, a Service Survivor Pension shall be paid to a surviving spouse, if any, upon the expiration of an employee with twenty (20) or more years of service. The annual benefit would be equal to an accrued straight life pension actuarially reduced in accordance with an Option I Election.

21.11 **Retiree Medical & Hospitalization, Dental, Vision and Life Insurance**: The Employer shall provide an Employee hired prior to January 1, 2013 with Retiree Medical & Hospitalization, Dental, Vision and Life Insurance coverage who retire under section 21.1 Regular Retirement under this agreement. This coverage will be paid for by the Employer. The coverage provided will be as follows:

A. Medical and Hospitalization: The Employer shall provide medical and hospital insurance as provided to active employees.

B. Dental: The Employer shall provide dental coverage as provided to active employees.

C. Vision Coverage: The Employer shall provide vision coverage as provided for active employees.

D. Life Insurance: The Employer shall provide life insurance equal to $10,000.

21.12 **Dependent Eligibility:** An Employee's spouse at the time of retirement shall be eligible for medical, dental and vision insurance at the same level as the Employee (Retiree). In the event of death of the Retiree, spousal coverage shall continue provided the spouse is not insured elsewhere with similar benefits. The Retiree may at his/her own cost continue medical, dental and vision coverage on the lives of their dependent children via payroll deduction from their monthly pension checks.

21.13 **Defined Contribution 401(a) Pension Plan:** Employees not eligible for retirement provisions under 1937PA345, being MCLA 38.551 et seq., as amended, shall participate in the Employer's Defined Contribution Pension Plan whereby the Employer shall contribute an amount equal to ten percent (10%) of the employee's base pay only and the employee shall contribute an amount equal to five percent (5%) of their base pay on a pre-tax basis. Additional earnings such as overtime, stipends, bonus, lump sum payment, etc., shall be excluded from the contributions to the pension plan. Participation in the Defined Contribution 401(a) Pension Plan shall commence on the first day of the month following ninety (90) days of continuous employment. Eligible employees should refer to the plan document regarding the Macomb Township 401(a) Group Pension Plan for further information.

21.14 **Retiree Medical Savings Plan:** An employee hired after January 1, 2013 shall not be eligible for retiree medical & hospitalization, dental, and vision insurance, however, the employee shall participate in a Retiree Medical Savings Plan by contributing three percent (3%) of their gross wages earned from date of hire. The Employer will hold such monies and deposit the accumulated funds into the employee's Retiree Medical Savings Plan Account following the employee's enrollment into the plan. Contributions will be immediately vested.

21.15 **Retiree Life Insurance for Employees Hired After January 1, 2013:** An employee hired after January 1, 2013, will be eligible for $10,000 of Group Term Life Insurance provided the employee meets one of the requirements as follows:

A. The Employee attains the age of sixty (60) with more than ten (10) years of continuous full time service with the Macomb Township Fire Department; or

B. The Employee completes twenty-five (25) years of continuous full-time service on the Macomb Township Fire Department.

21.16 **Deferred Compensation Plan:** The Employer will sponsor a 457(b) Deferred Compensation Plan, a supplemental retirement plan, to employees covered by this agreement. Employee participation is voluntary and may begin on the first day of the month following ninety (90) days of continuous employment. Under this plan, an employee may defer compensation according to the Internal Revenue Service (IRS) specified regulations.

ARTICLE XXII
DISCIPLINE

22.1 The Employer shall only discipline or discharge any employee with seniority for just cause.

22.2 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 Union 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 they 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.

22.3 Notification of discipline shall be provided to the employee in writing by the Employer. Prior to termination of an employee for disciplinary reasons, Employer shall provide notice to the employee that: such discipline is being considered; employee is offered the opportunity to discuss or present the employee's version and/or mitigating evidence; and, the employee may be accompanied by a representative at the meeting.

22.4 Discipline shall be rendered either as progressive or non-progressive depending on the seriousness of the incident.

22.5 All written notices of discipline shall be maintained in the employee's employment file held in the Human Resources Department.

22.6 In imposing discipline, the Employer will not take into account any disciplinary action in excess of two (2) years from the date of issue.

ARTICLE XXIII
GRIEVANCE AND ARBITRATION

23.1 General Principles:

A. The primary purpose of the Grievance Procedure is to secure, at the lowest level possible, solutions to grievances. Both the Employer and the Union 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 Union 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 Union'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, the Union's representative 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 "catch-all" 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 the 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. Both parties to this Agreement may mutually agree, in writing, to arbitration to expedite the processing of a grievance.

23.2 **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.

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

A. **Step One: Verbal Procedure**

1. An employee and/or his Union Representative shall discuss his grievance with the Fire Chief, and/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.

2. 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.

3. The date the Employee is presented with notification of the discipline shall be considered "knowledge of the circumstances" giving rise to the grievance. If an employee is not readily available to receive notification, Employer may mail such notification to employee via certified mail to

employee at the last address on file in the Human Resources Department. The Employer will provide a copy of such notice to the Union.

B. Step Two: Written Procedure

1. In the event that the matter is not resolved at Step One, a written grievance may be filed by the Union and/or the employee with the Fire Chief within fifteen (15) calendar days after the date of the verbal grievance as described in 23.3.A.

2. 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 Union.

3. The Employer will accept the Union's Official Grievance Form for the sole purpose of presenting a grievance, however, the Union and/or employee may not impose obligations outside or in addition to the Grievance Procedure through the use of language on the Union's grievance form.

C. Step Three: Appeal to Township Supervisor

1. Within fifteen (15) calendar days after receiving a reply, if the Union still feels aggrieved, appeal by the Union may be taken to the Township Supervisor or his designated representative. Notice of the appeal must be in writing.

2. A meeting between the Union the Township Supervisor and/or 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 their designated representative.

3. Within fifteen (15) calendar days after the date of the said meeting, the Supervisor or their representative shall communicate the decision of the Supervisor in writing, together with the supporting reasons, to the Union representative.

D. Step Four: Appeal to Board of Trustees

1. In the event the Union disagrees with the decision of the Township Supervisor, or their designated representative, such grievance may be appealed to the Macomb Township Board of Trustees. Written notice of such appeal is to be given to the Township Supervisor and Macomb Township Board of Trustees within fifteen (15) calendar days of the decision of the Township Supervisor as stated in Step Three.

2. The Union shall request, in writing, that the grievance be placed on the agenda for the next Macomb Township Board of Trustees' meeting. Confirmation of such action will be provided to the Union.

3. The grievance may be heard by the Macomb Township Board of Trustees in closed session pursuant to 1976 PA 267, as amended, at the discretion of the Board of Trustees or upon written request by the employee.

4. The Employer shall notify the Union of a decision rendered, if any.

E. Step Five – Arbitration

1. If the Employer and the Union shall be unable to resolve any grievance, then the grievance may be appealed to arbitration by either party. A selection of arbitrators shall be made by the Employer and the Union within ninety (90) calendar days following the signing of the agreement. The roster of Arbitrators shall consist of six (6) members and once the selection process is completed, the Union and the Employer will add the roster to the agreement by a Letter of Understanding.

2. Within sixty (60) calendar days after the decision of the Employer, a written demand for arbitration must be filed with the other party. Within fifteen (15) calendar days from the demand for arbitration, the parties shall select the arbitrator from the agreed upon roster.

3. Selection of an arbitrator shall be made by a blind draw. The names of all of the agreed upon arbitrators shall be placed in a container and the party

demanding arbitration shall draw one name from the container in the presence of a representative from the other party.

4. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then exercise the same procedure set forth in subparagraph (3).

5. An arbitrator may be removed from the list by mutual agreement of the parties, during the life of the agreement. Upon such removal, no further cases will be assigned to that arbitrator, the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. An arbitrator may remove himself/herself from the list at any time.

6. If both the Union and the Employer agree, in a particular case, not to use the selected list of arbitrators, then the parties may agree in writing to use the American Arbitration Association (AAA) or the Federal Mediation Conciliation Service (FMCS) for case administration. Regardless of the selection of AAA or FMCS, the parties will follow the established rules of the American Arbitration Association.

7. Nothing in 22.6 or this Agreement shall prohibit any party from presenting an employee's Employment File for consideration of the arbitrator in accordance with the Bullard-Plawecki Act.

8. The arbitrator will hold a hearing promptly; and issue a decision not later than thirty (30) days from the closing of the hearing or the date briefs are due to the Arbitrator. The arbitrator's decision shall be in writing and will set forth his/her 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/she shall be subject to, in all cases, the rights, responsibility, and authority of the parties under this agreement.

9. The cost of arbitration shall be shared equally between the Employer and Union. The Employer and the Union shall each be responsible for compensating its own witnesses.

10. Either party may request a stenographer or court reporter provided such party bears the costs associated with the same and provides a copy of any transcript to the arbitrator and the other party.

11. The Employer shall not compensate the grieving employee(s) for their attendance at an Arbitration hearing.

12. The decision of the arbitrator shall be final and binding on all parties to the arbitration.

13. The parties acknowledge that the timeframe 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 XXIV
WAGES

24.1 Employees shall be paid on an hourly basis at the attained rank for all hours worked as follows:

Rank	Hourly Rate			
	As of 12/31/14	Year 1	Year 2	Year 3
		3%	2.5%	2%
Captain	$35.26	$36.32	$37.23	$37.97
Lieutenant	$31.74	$32.69	$33.51	$34.18
Sergeant	$28.56	$29.42	$30.16	$30.76

24.2 Payment for hours worked will be made in fifteen (15) minute increments.

24.3 Any employee who is tardy reporting for duty will be docked in fifteen (15) minute increments. For example, an employee who is fourteen (14) minutes late in arriving for work will be marked as tardy, but not docked. However, an employee who is fifteen (15) minutes late reporting for work will be marked tardy and be docked for fifteen (15) minutes.

24.4 When an employee is called-in to work due to a "working structure fire" or at the direction of the Fire Chief or his designee; he shall be paid a minimum of two (2) hours pay at the appropriate rate.

ARTICLE XXV
DURATION

25.1 **Duration:** This Agreement shall cover the period of January 1, 2015 to December 31, 2017 upon approval by both the Employer and the Union.

25.2 **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 XXVI
ANTI-DISCRIMINATION CLAUSE

26.1 The Employer and the Union agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap.

ARTICLE XXVII
MISCELLANEOUS

27.1 Employees shall be paid biweekly in accordance with the policies and practices of the Finance Department.

27.2 A breakdown of pay hours for each employee shall be shown on the employee's respective check statement. The information on the check statement shall include all deductions taken as well as the employee's balance of accrued sick time, vacation time, and personal time.

ARTICLE XXVIII
PHYSICAL EXAMINATION

28.1 **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.

C. An Employee who is found to be not physically fit for active duty during the physical examination will be placed on inactive duty until such time that they are determined to be fit for duty. Employees who are found to be not physically fit for duty during the physical examination and are placed on inactive duty shall be allowed to use: accrued sick time, short-term disability, long-term disability and/or Workers Compensation, if eligible, for income while they are on inactive duty status.

ARTICLE XXIX
ALCOHOL AND CONTROLLED SUBSTANCE ABUSE

29.1 **Policy:** The Employer and the Union 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. The Employer and the Union has a strong commitment to its employees to provide an alcohol and drug free working environment. Likewise, the Employer and the Union 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.

29.2 **Drug-Free Workplace Policy:** See Appendix D.

ARTICLE XXX
DUAL EMPLOYMENT

30.1 **Declaration of Dual Employment:** Any employee who maintains employment outside of the Township shall notify the Employer in writing of such employment on or before January 10th of every year or upon attainment of such employment whether the employment is obtained through another employer or by self-employment. Notification will include name of employer, date of hire, classification, and hours to be worked.

30.2 **Conflict of Interest:** Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of the Township. As in all other facets of their duties, employees dealing with residents, suppliers, contractors, or any person doing or seeking to do business with the Township are to act in the best interest of the Township. Each employee shall make prompt and full disclosure in writing to the Macomb Township Board of Trustees, of any potential situation which may involve a conflict of interest.

An Employee shall not seek or accept for them self or for others any gifts, favors, or entertainment unless it is a benefit less than the value of $100; or cash payments of any value from any person(s) or business organization(s) that seeks to or currently does business with the Township. Furthermore, an Employee is strictly prohibited from accepting any cash or cash equivalent such as stocks, marketable securities, loans, or trips and/or transportation (i.e., plane tickets, limousine service, etcetera), or the use of vacation homes or other private facilities.

30.3 **Dual Employment Restriction:** Any employee who maintains dual employment shall not place the interests of the other employer(s) over the interests of their employment with the Township. Any work performed for another employer shall not take place during the normal hours of employment with the Township except as provided for under Article 17.9.

ARTICLE XXXI
EDUCATIONAL EXPENSES

31.1 **Reimbursement of Educational Expenses**: An Employee, who has been pre-approved by the Macomb Township Board of Trustees to take necessary classes for certification related to the employee's job, will be reimbursed by the employer. The appropriate certificate must be issued for reimbursement of certification classes.

The Employee will be responsible for providing the Employer with the current status of his/her certifications along with any other documentation required to substantiate the need for additional training.

Additional reimbursement for meals, lodging, and mileage, if required and approved by the Macomb Township Board of Trustees, will be made in accordance with the Employer's Expense Reimbursement Policy. Employees will not be eligible for payment for travel time unless mandated by law.

All Letters of Understanding agreed to during the last Agreement will be incorporated into the new collective bargaining agreement. Any Letters of understanding or provision thereof that is not incorporated into the new Agreement shall be discontinued.

With the signing of this agreement, the Union requested and the Township agreed to retroactive adjustments pertaining to *only* two (2) provisions of the Agreement as follows: Under Article 24: Wages, the three percent (3%) increase in wages in the first year of the Agreement would be retroactive to January 1, 2015; and under Article 15: Protective Gear, the Uniform and Clothing Allowance as described in 15.3 would be retroactive to January 1, 2015.

Unless otherwise noted in this agreement, all changes will become effective on the date the agreement is signed by both the Employer and the Union.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 23 day of March, 2015.

FOR THE EMPLOYER:
(Township of Macomb)

Township Supervisor

Township Clerk

Township Treasurer

Fire Chief

Human Resources Director

Labor Counsel

FOR THE UNION:
(International Association of Fire Fighters
Macomb Township Professional Fire Fighters Local 5023)

IAFF District Representative

Executive Board President

Executive Board Vice President

Executive Board Treasurer

Executive Board Secretary

Township of Macomb FD

ACCIDENT & HEALTH INSURANCE SUMMARY

	combining benefit limits under one Provident policy
1. A. Covered Injury Death Benefit	$250,000
*** Must occur within . . .	No time limit
B. Additional Seat Belt Benefit	$50,000
C. Bereavement Benefit	$10,000
D. Dependent Child Benefit (per child)	$10,000
2. Permanent Physical Impairment Benefit - Injury	$250,000
Permanent Physical Impairment Benefit - Illness	$250,000
3. Cosmetic Disfigurement from Burns Benefit	$250,000
4. Covered Illness Death Benefit - other than Heart	$250,000
*** Must occur within . . .	No time limit
Covered Illness Heart and Circulatory Death Benefit	$100,000
5. Total Weekly Disability Benefit - Injury	$1,000
Injuries - Payable up to . . .	Lifetime
*** Disability must begin within . . .	No time limit
Total Weekly Disability Benefit - Illness	$1,000
Illnesses - Payable up to . . .	5 years
*** Disability must begin within . . .	No time limit
C. Cost of Living Adjustment	5%
D. First Week Disability Benefit up to	$1,000
E. Transition Benefit up to	$1,000
F. Partial Disability Benefit up to	$1,000
*** Payable for up to . . .	5 years
*** Disability must begin within . . .	No time limit
6. Hospital Confinement Benefit (Weekly)	$105
A. Outpatient Treatment Benefit (Weekly)	$105
7. Medical Expense Benefit - Injury	$110,000
*** Payable if incurred within . . .	No time limit
A. Plastic Surgery Expense	$27,500
Medical Expense Benefit - Illness	$110,000
*** Payable if incurred within . . .	No time limit
Specified Disease and Heart or Circulatory Malfunction Coverage - Nationwide	
*** First symptoms must be diagnosed . . .	No time limit
*** Must be under . . .	No age restrictions
*** Prior history restrictions	None
*** Disability benefits payable for up to . . .	5 years
*** Death must occur within . . .	No time limit

	Provident
8. Retraining Benefit	$20,000
9. Rehabilitation Benefit	$10,000
10. Family Expense Benefit	$10,000
11. Mental Stress Management Benefit	$10,000
12. Traumatic Incident Benefit	$10,000
B. Auxiliary Group	
1. Covered Injury - Death and Dismemberment	$250,000
2. Weekly Disability Benefit	$1,000
3. Weekly Hospital Confinement Benefit	$105
4. Medical Expense Benefit	$110,000
C. Youth Group (such as Junior Firefighters)	
1. Covered Injury - Death and Dismemberment	$250,000
2. Weekly Disability Benefit	$1,000
3. Weekly Hospital Confinement Benefit	$105
4. Medical Expense Benefit	$110,000

Township of Macomb Fire Department

Emergency Responder 1

Present Plan

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

- ☐ **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** - Payable for illness suffered as a direct result of any activity of the organization.
  Heart & Circulatory - $100,000 *All Other Illnesses* $250,000
- ☐ **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

This program administered by Provident Agency, Inc., PO Box 11688, 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 Macomb Fire Department

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.

- ☐ **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 D

Macomb Township

FIRE DEPARTMENT

Drug-Free Workplace Policy

Effective
September 1, 2004

ChoicePoint

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:_____

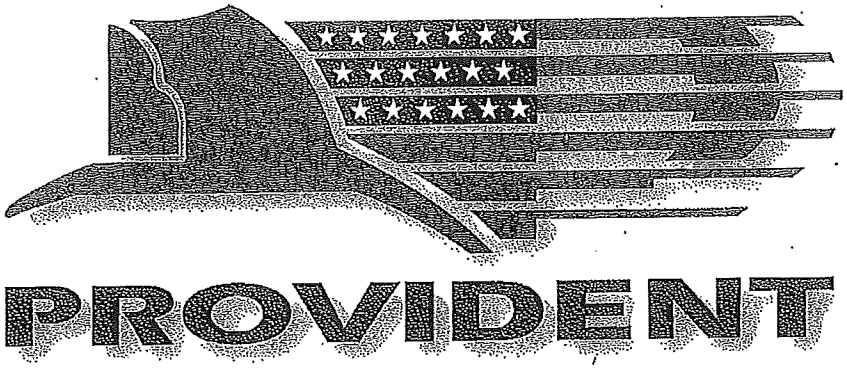
Employer Name: **Macomb Township**
54111 Broughton Road
Macomb, MI 48315

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:_____

www.providentbenefits.com

Accident and Health Policy



"Insuring America's Heroes Since 1928"

Provident Agency Inc.

272 Alpha Drive ▪ P.O. Box 11588
Pittsburgh, PA 15238-0588
Toll Free: 800-447-0360 ▪ 412-963-1200 ▪ Fax: 412-963-0415

Dear Officers and Members,

Thank you for choosing Provident to insure the members of your emergency service organization. Attached you will find your policy which provides an explanation of the benefits you have purchased. We have continually sought to expand our policy language and benefits in order to protect your most valuable resources...your membership and their families.

Should you have any questions regarding this policy, please feel free to contact us as we are here to be of service to you.

Sincerely,

Barry D. Balliet

Barry D. Balliet, President
Provident Agency, Inc.

PROVIDENT
LIFE AND ACCIDENT
INSURANCE COMPANY

1 FOUNTAIN SQUARE
CHATTANOOGA, TN 37402

(A STOCK COMPANY)

Emergency Organization Trust,
SunTrust Bank, Chattanooga, N.A., Trustee,
for the benefit of
Township of Macomb Fire Department, U.S.A.
Policy Number ESO-7788798

BLANKET ACCIDENT INSURANCE POLICY
FOR EMERGENCY SERVICE ORGANIZATIONS

All provisions on this and the attached pages are a part of your policy.

Corporate Secretary

President and Chief Executive Officer

PLEASE READ THIS POLICY CAREFULLY

In this policy, the word "organization" means the Emergency Organization named on Page 4. The words "we", "our" and "us" mean Provident Life and Accident Insurance Company. **"Insured Person"** is defined on Page 6.

We will pay benefits for loss resulting from **Covered Injury** or **Covered Illness**, subject to all of the provisions of this policy.

10 day right to examine the policy - We want the organization to fully understand and be entirely satisfied with the policy. If the organization is not satisfied for any reason, the policy may be returned within 10 days of its receipt. We will refund any premiums already paid within 10 days after we receive the organization's notice of cancellation and the policy. It will be considered never to have been issued.

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Policy Schedule Page

Policy Number: ESO-7788798

Effective Date: 07/01/13
Expiration Date: 07/01/16

Payment Method: Installments

Premium: $8,015.00

Organization: Township of Macomb Fire Department, U.S.A.
Macomb, Macomb Co., MI

Benefits

Section I: Death Benefits

I.A.	Covered Injury Death Benefit	$250,000
I.B.i	Covered Illness Death Benefit	$250,000
I.B.ii	Covered Heart and Circulatory Death Benefit	$100,000
I.C.	HIV Positive Benefit – Optional	$250,000
I.D.	Bereavement Benefit	$10,000
I.E.	Dependent Child Benefit – (each child)	$10,000
I.F.	Seat Belt Benefit	$62,500

Section II: Impairment Benefits

II.A.	Dismemberment, Loss of Speech or Hearing Benefit	$250,000
II.B.	Vision Impairment Benefit	$250,000
II.C.	Cosmetic Disfigurement from Burns Benefit	$250,000
II.D.	Permanent Physical Impairment Benefit	$250,000
II.E.	Felonious Assault Benefit	$50,000
II.F.	Impairment Modification Benefit	$15,000

Section III: Income Protection

III.A.	Maximum Weekly Total Disability Benefit	$1,000
	III.A.i. Minimum Weekly Total Disability Benefit	$ 50
	III.A.ii. Earned Income Replacement Benefit	$950
III.B.	Partial Disability Benefit	$1,000
III.C.	First Week Total Disability Benefit	$1,000
III.D.	Cost of Living Adjustments	$3,000
III.E.	Transition Benefit	$1,000
III.F.	Retraining Benefit	$20,000

Section IV: Medical Expenses Benefit

IV.A.	Medical Expense Benefit	$110,000
IV.B.	Plastic Surgical Expense Benefit	$27,500

Section V: *Family Assistance*

V.A.	Weekly Hospital Confinement Benefit	$105
V.B.	Critical Care Benefit	$210
V.C.	Family Expense Benefit	$10,000
V.D.	Rehabilitation Benefit	$10,000
V.E.	Mental Stress Management Benefit	$10,000
V.F.	Traumatic Incident Benefit	$10,000
V.G.	Health Insurance Premium Benefit	$12,000

Section VI: *Optional Auxiliary Person and/or Community Volunteer Coverage*

VI.A.	Covered Injury – Death, Dismemberment, Loss of Speech or Hearing, Vision Impairment Benefit	Full Coverage
VI.B.	Weekly Total Disability Benefit	Full Coverage
VI.C.	Weekly Hospital Confinement Benefit	Full Coverage
VI.D.	Medical Expense Benefit	Full Coverage
VI.E.	Special Illness Benefit	Full Coverage

Section VII: *Organized League Athletics Benefits*

VII.A.	Covered Injury – Death, Dismemberment, Loss of Speech or Hearing, Vision Impairment Benefit	Not Covered
VII.B.	Weekly Total Disability Benefit	Not Covered
VII.C.	Weekly Hospital Confinement Benefit	Not Covered
VII.D.	Organized League Athletics Medical Expense Benefit	Not Covered

☐ If "Primary" we will pay covered medical expenses incurred by an **Insured Person** on a primary basis without regard to benefits that may be paid or payable under any other Valid and Collectible Insurance

☒ If "Excess" we will not pay covered medical expenses incurred by an **Insured Person** that are paid or payable under any Other Valid and Collectible Insurance, including Workers' Compensation.

DEFINITIONS

Auxiliary Person means any person who is a member of the auxiliary to the organization named on the Policy Schedule page at the time of **Covered Injury.** All recognized classes of membership are included.

Community Volunteer is a non-member who helps the organization named on the Policy Schedule page and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

Covered Activity means any activity, which is normal for an **Insured Person** and includes travel directly to and from such activity. This includes all calls to active duty (as an **Insured Person** of the organization) that requires immediate action in the field of public safety as well as at the scene of an emergency regardless of the organization's involvement. **Covered Activity** also means all athletic events sponsored by the organization with the exception of Organized League Athletics unless such coverage is purchased.

Covered Injury means an accidental bodily injury, which is sustained by any **Insured Person** during and/or resulting directly from a **Covered Activity** while this policy is in force.

Covered Illness means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by any **Insured Person** during or resulting from a **Covered Activity** while this policy is in force.

CPI-U means the Consumer Price Index for all Urban Consumers. It is published by the United States Department of Labor.

Dependent Child means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** most current federal income tax return or qualified court document showing at least 50% financial responsibility.

Emergency Volunteer is a person present at the time of the emergency that has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

Insured Person means any person who is a member of the organization. All classes of membership may be included, as well as any other party designated by the policyholder including Volunteer Member, Career or Part-time Personnel, Emergency Volunteer, Auxiliary Member, Community Volunteer, Board Members, Trustees, Administrative Personnel, Junior Members, Members in Training or Probationary Members.

Loss of Earnings Coverage means any disability benefits received from:

1.) any state disability benefits statute, including Workers' Compensation;
2.) any formal written income continuance or group insurance plan; and
3.) any disability benefits payable under mandatory no-fault automobile insurance.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid for by the **Insured Person,** or any disability benefits payable under the United States Federal Social Security Act.

Permanent Physical Impairment is a physical impairment or functional abnormality of a body part or parts or loss of at least 10% which remains after maximum medical rehabilitation has been achieved and which is considered stable, or non-progressive by the examining physician at the time of evaluation.

Principal Sum is an amount equal to the **Covered Injury Death Benefit** or **Covered Illness Death Benefit**, whichever is applicable.

Reasonable Occupation means any occupation for which the **Insured Person** is reasonably fitted based on education, training or experience and the **Insured Person** could expect to generate the lesser of $75,000 or at least 70% of **Weekly Earned Income**.

Review Date means each anniversary of the start of a disability.

Total Disability or **Totally Disabled** means that for the first five years from the date of a **Covered Injury** or **Covered Illness**, the **Insured Person**:

1.) is not able to perform the substantial and material duties of his or her occupation; and
2.) is receiving care by a physician, which is appropriate for the condition causing the disability.

After five years from the date of a **Covered Injury** or **Covered Illness**, **Total Disability** or **Totally Disabled** means that, due to a **Covered Injury** or **Covered Illness**, the **Insured Person**:

1.) is not able to engage in any **Reasonable Occupation**; and
2.) is not working at any other occupation; and
3.) is receiving care by a physician, which is appropriate for the condition causing the disability.

Traumatic Incident Stress Management Team means an organized group of mental health professionals and peer support individuals trained to provide support services to Emergency organization personnel.. Such support services include traumatic incident stress defusing, debriefing, demobilization, stress reduction education, spousal support, one-on-one interviews, or on the scene support.

Weekly Earned Income will be the greater of the **Insured Person's**:

1.) **Weekly Earned Income** at the time the disability starts; or
2.) average **Weekly Earned Income** for the period of one year prior to the start of disability for which a claim is made.

If an employer other than himself employs the **Insured Person**, we will compute **Weekly Earned Income** from the **Insured Person's** regular, over-time and shift differential wages. **Weekly Earned Income** shall be substantiated by pay stubs, W-2 Forms, other employment records, tax records, and/or any other records which we may reasonably request.

If the **Insured Person** is Self-Employed, we will compute **Weekly Earned Income** from the amount reported by the **Insured Person** on Page 1 of the IRS Form 1040 series, from Schedules C and F, and from qualifying income included on Schedule E which is included in the amount reported by the **Insured Person** on Page 1 of IRS Form 1040 series.

Weekly Earned Income does not include rent, royalties, investment income, passive income, estate and trust income and REIT/REMIC income regardless of the **Insured Person's** active involvement in generating said forms of income, or any other income not derived directly from the **Insured Person's** occupational activities.

EXCLUSIONS AND LIMITATIONS

1.) We will not pay benefits for loss caused by war or act of war.
2.) Disability claims resulting from athletic events will be limited to a maximum period of 1,092 days (156 weeks).
3.) In no event will benefits be payable to an **Insured Person** for more than one disability at the same time.
4.) If the **Insured Person** is covered under more than one Emergency Organization's Blanket Accident Policy issued by us, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit.
5.) An **Insured Person** may reopen their claim at any time up to five years following a period of **Total** or **Partial Disability** for either injuries or illness for which payments were made under this policy.

SECTION I – DEATH BENEFITS

I.A. **COVERED INJURY DEATH BENEFIT** - If the **Insured Person** sustains a **Covered Injury** that directly causes the loss of life, we will pay the amount shown on the Policy Schedule page for Section I.A.

I.B.i **COVERED ILLNESS DEATH BENEFIT** - If the **Insured Person** suffers a **Covered Illness** that directly causes the loss of life, we will pay the amount shown on the Policy Schedule page for Section I.B.i

I.B.ii **COVERED HEART AND CIRCULATORY DEATH BENEFIT** - If an **Insured Person** suffers a covered heart or circulatory illness that results in immediate death or directly causes death while receiving disability benefits under this policy, we will pay the amount shown on the Policy Schedule page for Section I.B.ii, in addition to any Medical Expense Benefit, Weekly Disability Benefit or Weekly Hospital Confinement Benefit that might be payable.

I.C. **OPTIONAL HIV POSITIVE BENEFIT** - If as a direct result of participation in a **Covered Activity** an **Insured Person** tests HIV Positive, we may pay 100% of the amount shown on the Policy Schedule page for Section I.C. The **Insured Person** may choose to receive the **Optional HIV Positive Benefit** in lieu of the **Permanent Physical Impairment Benefit** and/or **Covered Illness Death Benefit** or **Covered Injury Death Benefit.**

If an **Insured Person** receives the **Optional HIV Positive Benefit,** the **Covered Injury Death Benefit, Covered Illness Death Benefit,** or **Permanent Physical Impairment Benefit** will not be applicable for the same **Covered Activity.**

I.D. **BEREAVEMENT BENEFIT** – If a **Covered Injury Death Benefit** or **Covered Illness Death Benefit** is payable under this policy, an additional amount equal to 10% of the **Covered Injury Death Benefit** or **Covered Illness Death Benefit,** not to exceed $10,000.00, will be paid for out of pocket costs actually incurred for expenses directly associated with the **Insured Person's** loss of life. Such expenses include, but are not limited to, bereavement counseling, travel and other expenses of the immediate family or expenses related to funeral services for the **Insured Person** of the organization.

I.E. **DEPENDENT CHILD BENEFIT** - If a **Covered Injury Death Benefit** or **Covered Illness Death Benefit** is payable under this policy, we will pay $10,000.00 for each **Dependant Child** of the **Insured Person.**

I.F. **SEAT BELT BENEFIT** - If a **Covered Injury Death Benefit** or **Covered Illness Death Benefit** is payable under this policy and the death occurs while the **Insured Person** is wearing a properly fastened seat belt, then we will pay an additional sum equal to (25%) of the **Covered Injury Death Benefit** or **Covered Illness Death Benefit.**

SECTION II – IMPAIRMENT BENEFITS

II.A. DISMEMBERMENT, LOSS OF SPEECH OR HEARING BENEFIT

If the **Insured Person** sustains a **Covered Injury** that directly causes any of the losses shown in the Table of Losses below, we will pay the amount shown for such loss. Only the greater of the amounts shown below will be paid as the result of any one accident. Unless provided otherwise in this policy, these benefits will be paid in addition to any other payment for a **Covered Injury** or **Covered Illness** to which the **Insured Person** may be entitled under this policy. The maximum amount payable for any combination of death, dismemberment or loss of speech or hearing resulting from any one accident is the **Principal Sum.**

TABLE OF LOSSES

Loss of Life	Principal Sum
Loss of Both Hands or Both Feet	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Complete Loss of Speech	Principal Sum
Complete Loss of Hearing of Both Ears	75% of Principal Sum
Loss of One Arm or One Leg	50% of Principal Sum
Loss of One Hand	50% of Principal Sum
Loss of One Foot	25% of Principal Sum
Loss of Thumb or Index Finger of Either Hand	12.5% of Principal Sum
Loss of Second, Third or Fourth Finger of Either Hand	6.25% of Principal Sum
Loss of any Joint on either Hand or Foot	

Loss of hand or **foot** means complete severance through or above the wrist or ankle joint. **Loss of arm** or **leg** means complete severance through or above the elbow or knee joint. **Loss of thumb** or **index finger** means actual severance through or above the metacarpi-phalangeal joints. **Loss of second, third** or **fourth finger of either hand** means actual severance of two or more phalanges. However, if one complete phalange but less than two phalanges is severed, we will pay 50% of the sum shown above. **Loss of speech** means the entire and irrecoverable loss of speech. **Loss of hearing** means the entire and irrecoverable loss of hearing.

When medical expenses are incurred in an effort to prevent one of these losses, the amount payable for such loss may be used for such medical expenses if the maximum **Medical Expense Benefit** on the Policy Schedule page has been paid. Any benefits paid for medical expenses will be deducted from the benefits payable if the medical treatment fails to prevent the specific loss.

II.B. VISION IMPAIRMENT BENEFIT

Loss of Sight means the permanent, irrecoverable loss of sight. If the **Insured Person's** sight was less than 20/20 before the **Covered Injury** or **Covered Illness**, we will measure the **Loss of Sight** or partial **Loss of Sight** based upon the additional impairment measured after the **Covered Injury** or **Covered Illness.**

TABLE OF VISION IMPAIRMENT

Vision Impairment	% of Principal Sum Payable For Each Eye
20/20	0.00
20/30	2.75
20/40	5.50
20/50	8.25
20/60	11.00
20/80	16.50
20/100	22.00
20/120	28.00
20/150	36.00
20/180	45.50
20/200 or worse	50.00
Loss of Sight of Both Eyes (20/200 or worse in both eyes)	Principal Sum
Loss of Sight of One Eye (20/200 or worse)	50% of Principal Sum

II.C. COSMETIC DISFIGUREMENT FROM BURNS BENEFIT

Cosmetic Disfigurement from Burns Benefit means a cosmetic disfigurement that is due to a burn that is classified as a third degree or full thickness burn.

If an **Insured Person** suffers a **Cosmetic Disfigurement from Burns** as a result of a **Covered Injury** as defined in this policy, we will pay a **Cosmetic Disfigurement from Burns Benefit**. The amount of benefit payable will be based on a formula, the product of which will be multiplied by the **Principal Sum**. The formula will take into account the area of the body, which was burned.

The benefit payable for any one loss is determined by the following formula:

1.) First, the burned area is assigned an Area Classification Factor as set forth in the Cosmetic Burn Schedule below. We have based the Area Classification Factor on the visible exposure of each body part, with higher classifications given to the more visible body parts;
2.) The Area Classification Factor is multiplied by the percentage of body surface actually burned. The attending physician will determine the percentage applicable to each burn, up to the Maximum Allowable Percentage for Area Surface Burned for each Area Classification Factor, as set forth in the Cosmetic Burns Schedule below;
3.) Steps 1 and 2 above determine the product that will be multiplied by the **Principal Sum** to determine the percentage of the **Principal Sum** payable under this benefit. The percentage is then multiplied by the **Principal Sum** to determine the benefit amount payable.

The Cosmetic Burn Schedule shown below is the schedule from which benefits will be determined. This Schedule only represents the maximum percentage of the **Principal Sum** payable for any one covered loss.

If the **Insured Person** suffers burns in more than one area as a result of any one **Covered Injury**, benefits will not exceed 100% of the **Principal Sum**.

This benefit will be paid in addition to any other benefit payable by this policy with the exception of dismemberment for the same area burned.

COSMETIC BURNS SCHEDULE

Body Part	Area Classification Factor	Maximum Allowable Percentage For Area Surface Burned	Maximum Percentage of Principal Sum Payable*
Face, Neck, Head	11	9%	100%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18%	36%
Torso (Back)	2	18%	36%
Thigh (Right)	1	9%	9%
Thigh (Left)	1	9%	9%
Lower Leg (Right/below knee)	3	9%	27%
Lower Leg (Left/below knee)	3	9%	27%

* The percentage shown is based on 100% of the Body Part identified being burned.

II.D. PERMANENT PHYSICAL IMPAIRMENT BENEFIT

If an **Insured Person** suffers a **Covered Injury** or **Covered Illness**, which results in a **Permanent Physical Impairment** of a body part(s), we will pay a **Permanent Physical Impairment Benefit.**

The **Permanent Physical Impairment Benefit** will be determined by the product of the impairment percentage assigned by an examining physician of our choice, multiplied by the **Principal Sum.** The impairment value shall be expressed as a percentage taking into account the body part(s) permanently impaired as that part(s) relates to the **Insured Person's** whole person. The examining physician will determine the impairment value by use of the American Medical Association's "Guide to Evaluation of Permanent Impairment," most current at the time of claim.

If the **Insured Person** had a pre-existing physical impairment prior to the **Covered Injury** or **Covered Illness**, the impairment value of the pre-existing condition will be deducted from the impairment value calculated after the **Covered Injury** or **Covered Illness.**

If benefits are payable under Sections II.A., II.B., II.C. and II.D., we will pay both benefits not to exceed 100% of the **Principal Sum.**

II.E. FELONIOUS ASSAULT BENEFIT

If the **Insured Person** is participating in a **Covered Activity** and sustains a **Covered Injury,** which is payable under Section I.A. or Section II. and the **Covered Injury** was caused by a criminal act of violence directed at the **Insured Person**, we will pay an additional benefit equal to 25% of the total benefit paid, not to exceed $50,000.

If benefits are payable under Section III.A. or III.B. we will pay an additional lump sum equal to the amount shown in the schedule.

Criminal act of violence includes, but is not limited to: robbery, theft, hijacking, assault and battery, sniping, murder or civil disturbance.

II.F. IMPAIRMENT MODIFICATION BENEFIT

If, due to **Covered Injury** or **Covered Illness**, an **Insured Person** receives a benefit payment or could reasonably expect to receive a benefit payment under Section II, **Impairment Benefits**, and a physical limitation or impairment poses a safety risk or inhibits the **Insured Person's** ability to maintain independence in their current transportation or living situation, this benefit will be paid in accordance with the following:

The **Impairment Modifications Benefit** will be voluntary on the **Insured Person's** part and on our part. If the **Insured Person** and we agree upon a program of alteration to a residence or modification to a vehicle in advance and the modifications are carried out by an individual experienced in such modification, we will pay for the program of alterations as set forth in a written agreement. The benefits payable under such a program are:

1.) The cost of alterations to the **Insured Person's** residence to make it wheelchair accessible and/or habitable; and/or
2.) The cost of modifications necessary to a motor vehicle, owned by the **Insured Person**, to make the vehicle accessible or operable for the **Insured Person**.

The maximum payable under both Items 1.) and 2.) combined will not exceed $15,000.

SECTION III – INCOME PROTECTION

III.A. MAXIMUM WEEKLY TOTAL DISABILITY BENEFITS

III.A.i. Minimum Weekly Total Disability Benefit

We will pay the **Minimum Weekly Total Disability Benefit** shown on the Policy Schedule page if an **Insured Person** is **Totally Disabled** as a result of a **Covered Injury** for a period of up to Lifetime.

We will pay the **Minimum Weekly Total Disability Benefit** shown on the Policy Schedule page if an **Insured Person** is **Totally Disabled** as a result of a **Covered Illness** up to the later of age 67 or five years.

III.A.ii. Earned Income Replacement Benefit

If an **Insured Person** is **Totally Disabled**, and the **Minimum Weekly Total Disability Benefit** is payable pursuant to Section III.A.i., we will pay, a weekly **Earned Income Replacement Benefit**, up to the amount listed on the Policy Schedule page while the **Insured Person** is **Totally Disabled** and the **Minimum Weekly Total Disability Benefit** is payable.

The amount payable under this Section III.A.ii. shall be computed by determining the **Insured Person's Weekly Earned Income**, and by subtracting there from, the combined total of:

1.) the **Minimum Weekly Total Disability Benefit**; and
2.) the **Loss of Earnings Coverage** as defined on Page 6.

III.B. PARTIAL DISABILITY BENEFIT

If a **Covered Injury** or **Covered Illness** permits the **Insured Person** to return to any **Reasonable Occupation**, but at a lower rate of **Weekly Earned Income**, or if the **Insured Person** is receiving any **Weekly Earned Income** from any source, we will pay, such weekly benefit, but not to exceed the **Maximum Weekly Total Disability Benefit**, which had been, or would have been paid, had the **Insured Person** been **Totally Disabled**. The **Partial Disability Benefit** is payable for as long as the **Insured Person** is **Partially Disabled** up to the later of:

1.) age 67 or normal retirement age, whichever comes first; or
2.) five years.

III.C. FIRST WEEK TOTAL DISABILITY BENEFIT

For the first week of **Total Disability** only, we will pay a benefit of up to $1,000 to replace an amount equal to the **Insured Person's Weekly Earned Income**. The **First Week Total Disability Benefit** will be reduced by any **Loss of Earning Coverage** that may be payable. In no event will we pay a benefit less than the **Minimum Weekly Total Disability Benefit.**

III.D. COST OF LIVING ADJUSTMENTS

After each **Review Date,** we will make **Cost of Living Adjustments** as set forth below:

1.) If only the **Minimum Weekly Total Disability Benefit** is payable, we will increase the **Minimum Weekly Total Disability Benefit** by the greater of: a) five percent (5%) or b) the **CPI-U**. In no event will the increase be greater than eight percent (8%).
2.) If the **Minimum Weekly Total Disability Benefit** and the **Earned Income Replacement Benefit** are payable, we will increase the combined benefit amount paid by the greater of a) five percent (5%) or b) the **CPI-U**, of the **Weekly Earned Income** at the time the **Insured Person's** disability began. In no event will the increase be greater than eight percent (8%).

The **Cost of Living Adjustments** will apply to benefits payable under Sections III. A. and III. B.

These adjustments will be made after each **Review Date**, and will be compounded. Any increased benefits apply to the 52 weeks of continuous disability immediately following the date of adjustment. In no event, will any computed benefit exceed three times the **Maximum Weekly Total Disability Benefit** shown in the Policy Schedule.

III.E. TRANSITION BENEFIT

If an **Insured Person** is given a release to return to his or her primary employer after having received benefits under this policy for a **Covered Injury** or **Covered Illness**, but his or her primary employer has terminated his or her employment due to the **Covered Injury** or **Covered Illness**, we will continue to pay disability benefits previously payable for a period of up to 26 weeks while the **Insured Person** actively seeks employment.

III.F. RETRAINING BENEFIT

Retraining will be voluntary on the part of the **Insured Person** and on our part. If the **Insured Person** and we agree upon a program of retraining in an institution of higher learning, we will pay tuition and books as charged by the institution and as set forth in a written agreement between the **Insured Person** and us. The goal of the program of retraining must be to return the **Insured Person** to work in an occupation to which he or she is suited as a result of the program.

We will review the program and the progress of the **Insured Person** in the program at the end of each of the Institution's terms. We will continue to pay for the program as long as we determine that it is helping return the **Insured Person** to work.

Participation in the program by an **Insured Person** will not in and of itself be considered a recovery from **Covered Injury** or **Covered Illness**, and benefits for disability will continue as provided by the policy while the **Insured Person** is actively participating in the program.

We will pay the **Retraining Benefit** up to the amount listed in the Policy Schedule.

SECTION IV – MEDICAL EXPENSES

IV.A. MEDICAL EXPENSE BENEFIT

If a **Covered Injury** or **Covered Illness** requires medical or surgical treatment, preventative inoculation, hospital confinement or the employment of a trained nurse, we will pay the actual cost to the **Insured Person.** We will not pay these benefits in excess of the maximum **Medical Expense Benefit** shown on the Policy Schedule page. The benefit limit is the maximum amount payable for each **Insured Person** as the result of any one **Covered Injury** or **Covered Illness.**

IV.B. PLASTIC SURGICAL EXPENSE BENEFIT

An additional 25% of the **Medical Expense Benefit** may be used for **Plastic Surgical Expense Benefit** as the result of a **Covered Injury**, but not less than $10,000.

This section does not duplicate benefits provided by mandatory automobile no-fault insurance or any state or federal government program, including Workers' Compensation.

SECTION V – FAMILY ASSISTANCE

V.A. WEEKLY HOSPITAL CONFINEMENT BENEFIT

If, due to a **Covered Injury** or **Covered Illness**, an **Insured Person** is hospital confined as a resident patient for at least a full day, we will pay 1/7 of the **Weekly Hospital Confinement Benefit** shown on the Policy Schedule page for each full day of hospital confinement, but not to exceed 730 days.

If the **Insured Person** is confined in a hospital as a resident patient for at least a full day, and requires outpatient physical therapy, rehabilitation and/or follow-up physician visits, the maximum number of days payable under this benefit will not exceed 730.

If, due to a **Covered Injury** or **Covered Illness**, an **Insured Person** does not require confinement as a resident patient, but does require outpatient physical therapy, rehabilitation and/or follow-up physician visits, we will pay 1/7 of the **Weekly Hospital Confinement Benefit** shown on the Policy Schedule page for each day of such treatment, but not to exceed 365 days. We will only make one payment per day, regardless of the number of appointments the **Insured Person** attends.

V.B. CRITICAL CARE BENEFIT

If, due to a **Covered Injury** or **Covered Illness**, an **Insured Person** is hospital confined to an Intensive Care, Trauma, Critical Care, Burn, or similar specialty unit, we will pay 2/7 of the **Weekly Hospital Confinement Benefit** shown on the Policy Schedule page for each full day of such confinement, but not to exceed 730 days.

V.C. FAMILY EXPENSE BENEFIT

If, as a result of a **Covered Injury** or **Covered Illness**, an **Insured Person** requires medical treatment that causes one or more of their immediate family to accompany the **Insured Person** for treatment or to help treat the **Insured Person**, we will pay reasonable expenses actually incurred subject to the maximum **Family Expense Benefit** shown on the Policy Schedule. Expenses may include, but are not limited to; loss of wages, out of pocket expenses, hotel accommodations, parking, and childcare.

V.D. REHABILITATION BENEFIT

Rehabilitation will be voluntary on the **Insured Person's** part and on our part. If the **Insured Person** and we agree upon a program of occupational rehabilitation in advance, we will pay for the program as set forth in a written agreement. The goal of the program will be to return the **Insured Person** to the workforce in an occupation for which he or she is reasonably suited considering the **Covered Injury** or **Covered Illness** sustained.

The extent of our role will be determined by the written agreement. The services and expenses that might be provided may include, but are not limited to:

1.) Coordination of physical rehabilitation and medical services;
2.) Financial and business planning;
3.) Vocational evaluation and transferable skills analysis;
4.) Career counseling and retraining;
5.) Labor market surveys and job placement services;
6.) Evaluation of necessary worksite modifications and adaptive equipment.

We can periodically view the program and the **Insured Person's** progress, and continue to pay for the program for as long as we determine that the program is helping the **Insured Person** return to the workforce.

The **Insured Person's** participation in the program will not itself be considered a recovery from **Covered Injury** or **Covered Illness**, and benefits for disability will continue as provided by the policy while the **Insured Person** is actively participating in the program.

V.E. MENTAL STRESS MANAGEMENT BENEFIT

If, as a direct result of either being actively engaged in a single emergency incident involving the organization or repeated active engagement in emergency incidents involving the organization, an **Insured Person** suffers a psychiatric or mental stress related illness, we will pay a **Mental Stress Management Benefit**, in accordance with Sections III, IV and V, subject to the maximum shown on the Policy Schedule page. The **Insured Person** must be receiving care by a physician, which is appropriate for the condition causing the disability.

V.F. TRAUMATIC INCIDENT BENEFIT

We will pay the reasonable expenses for the services provided by a **Traumatic Incident Stress Management Team** if such services are requested and authorized by the organization. Expenses must be incurred within one year of the traumatic incident and are subject to the **Traumatic Incident Benefit Aggregate Limit** shown in the Policy Schedule page. The **Traumatic Incident Benefit Aggregate Limit** is the maximum that will be paid per accident regardless of the number of persons treated.

V.G. HEALTH INSURANCE PREMIUM BENEFIT

If medical or health insurance premiums previously paid by the employer have been discontinued as a result of an **Insured Person's Covered Injury** or **Covered Illness** and the **Insured Person** incurs out of pocket costs for those medical or health insurance premiums, we will pay the out of pocket cost not to exceed the amount shown on the Policy Schedule page.

SECTION VI – OPTIONAL AUXILIARY PERSON and/or COMMUNITY VOLUNTEER COVERAGE

VI.A. COVERED INJURY – DEATH, DISMEMBERMENT, LOSS OF SPEECH OR HEARING, VISION IMPAIRMENT BENEFIT

We will pay benefits in accordance with the terms of the policy on Page 4 under Section I.A. **Covered Injury Death Benefit** and Section II.A. **Dismemberment, Loss of Speech or Hearing Benefit**, and II.B. **Vision Impairment Benefit**, except that the benefits payable will be based on amount shown on the Policy Schedule Page 5 under Section VI.A.

VI.B. WEEKLY TOTAL DISABILITY BENEFIT

We will pay 1/7 of the **Weekly Total Disability Benefit** shown on Page 5 for each full day an **Auxiliary Person** or **Community Volunteer** is **Totally Disabled.**

Total Disability or **Totally Disabled** means that due to a **Covered Injury** the **Auxiliary Person** or **Community Volunteer**:

1.) is not able to perform the substantial and material duties of his or her occupation; and
2.) is receiving care by a physician which is appropriate for the condition causing the disability.

If the **Auxiliary Person** or **Community Volunteer** is able to perform some but not all of his or her daily major responsibilities, then we will pay 50% of the **Weekly Total Disability Benefit.**

In no event will the total number of days that benefits are paid (either **Total** or **Partial Disability** benefits, or any combination thereof) exceed more than 1,092 days as the result of the **Covered Injury.**

VI.C. WEEKLY HOSPITAL CONFINEMENT BENEFIT

We will pay benefits in accordance with the terms of the provision on Page 14 under Section V.A. **Weekly Hospital Confinement Benefit**, except that the benefits payable will be based on the amount shown on the Policy Schedule Page 5 under Section VI.C.

VI.D. MEDICAL EXPENSE BENEFIT

We will pay benefits in accordance with the terms of the provision on Page 14 under Section IV.A. **Medical Expense Benefit**, except that the benefits payable will be based on the amount shown on the Policy Schedule Page 5 under Section VI.D.

VI.E. SPECIAL ILLNESS BENEFIT

If as a result of a **Covered Activity**, an **Auxiliary Person** or **Community Volunteer** suffers a **Covered Illness** which causes disability or death, we will pay benefits for death, disability, medical expense, and hospital confinement not to exceed the **Special Illness Benefit** maximum shown on the Policy Schedule.

SECTION VII: ORGANIZED LEAGUE ATHLETICS COVERAGE

VII.A. COVERED INJURY – DEATH, DISMEMBERMENT, LOSS OF SPEECH OR HEARING, VISION IMPAIRMENT BENEFIT

We will pay benefits in accordance with the terms of the policy under Section I.A., Section II.A. and Section II.B., except that the benefits payable will be based on the benefit amount shown on the Policy Schedule page under Section VII.A.

VII.B. WEEKLY TOTAL DISABILITY BENEFIT

We will pay 1/7 of the **Weekly Total Disability Benefit** shown on the Policy Schedule page under Section VII.B. for each full day an **Insured Person** is **Totally Disabled**.

Totally Disabled as used in this provision means that due to **Covered Injury** the **Insured Person** is:

1.) not able to perform the substantial and material duties of his or her occupation; and
2.) is receiving care by a physician which is appropriate for the condition causing the disability.

If the **Insured Person** is able to perform some but not all of his or her daily major responsibilities, we will pay 50% of the **Weekly Total Disability Benefit**.

In no event will the total number of days that benefits are paid (either **Total** or **Partial Disability** benefits, or any combination thereof) exceed more than 1,092 days as the result of the same accident.

VII.C WEEKLY HOSPITAL CONFINEMENT BENEFIT

We will pay benefits in accordance with the terms of the provision in Section V.A. titled **Weekly Hospital Confinement Benefit**, except that these benefits will be subject to the **Weekly Hospital Confinement Benefit** shown on the Policy Schedule page under Section VII.C.

VII.D. ORGANIZED LEAGUE ATHLETICS MEDICAL EXPENSE BENEFIT

If, as a result of an **Insured Person** being actively engaged in an organized league athletic event, the **Insured Person** suffers a bodily injury we will pay reasonable medical expenses subject to the **Organized League Athletics Medical Expense Benefit** Maximum shown on the Policy Schedule page under Section VII.D.

PREMIUMS AND RENEWALS

POLICY TERM AND RENEWAL
The first term of this policy starts on the Effective Date shown on Page 4. It ends on the first **Renewal Date** also shown. Later terms will be the periods for which the organization pays renewal premiums when due. All terms will begin and end at 12:01 A.M., Standard Time, at the location of the organization.

Premiums are payable to us at our office in Pittsburgh, Pennsylvania or to our home office in Chattanooga, Tennessee. The first premium is due on the Effective Date. The renewal premium for each term will be due on the day the preceding term ends, subject to the Grace Period.

We may change the premium rate on any renewal date of this policy or whenever the terms and conditions of the policy are changed.

The organization or we may terminate this policy on any anniversary of the first **Renewal Date** by giving written notice at least 30 days prior to that date. In that event, this policy will terminate on the specified anniversary date at 12:01 A.M., Standard Time. Any nonrenewal will be without prejudice to the rights of any **Insured Person** as respects any claim as may begin while this policy is in force.

GRACE PERIOD
Unless we have given notice of our intention not to renew this policy in accordance with the "Policy Term and Renewal" provision shown above, this policy will have a 31-day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the grace period, the policy will stay in force.

CLAIMS

NOTICE OF CLAIM
Written notice of claim must be given within 20 days after a **Covered Injury** or **Covered Illness**, or as soon as reasonably possible. The notice can be given to us at our office in Pittsburgh, Pennsylvania, our home office in Chattanooga, Tennessee, or to our agent. Notice should include the **Insured Person's** name and the name of the organization, and should be made on our Claim Form.

CLAIM FORMS
When we receive the notice of claim, the **Insured Person** will be sent forms for filing proof of loss. If we do not provide these forms to the **Insured Person** within 20 days, the proof of loss requirements will be met by giving us a written statement of the nature and extent of the loss. Proof must be given within the time set forth in the **Proof of Loss** section.

PROOF OF LOSS
In case of claim for loss of time from disability, initial written proof of loss must be furnished within 30 days of the date of loss. Subsequent written proofs of the continuance of such disability must be furnished at such time, in such manner and at such place as we may reasonably require. In no event, will the initial written proof of loss, or any continued written proof of loss be acceptable as proof of continuing loss for a period of more than thirty (30) days from the date written. For any loss other than a disability loss, written proof must be furnished within 90 days after such loss.

PAYMENT OF CLAIMS

After we receive written proof of disability loss, we will pay monthly, all disability benefits then due the **Insured Person.** Benefits for any other loss covered by this policy will be paid as soon as we receive proper written proof. The balance of any unpaid benefits will be paid promptly at the end of the claim. Any payment we make in good faith will end our liability to the extent of the payment.

PAYMENT OF LOSS OF LIFE CLAIMS

All benefits for loss of life will be payable to the person or persons whose name or names shall be listed by the **Insured Person** with the Secretary of the organization on our beneficiary designation card which was executed by the **Insured Person** during any time this policy is in effect.

If upon the death of an **Insured Person**, there is no beneficiary of record on file with the Secretary of the organization as set forth above, benefits for loss of life shall be payable in one sum to be divided equally among members (if more than one) of the first surviving class of the following classes of beneficiaries of the **Insured Person:**

1.) Wife or husband
2.) Child or children
3.) Mother or father
4.) Brothers or sisters

If there are no surviving classes of beneficiaries, benefits for loss of life will be payable to the estate of the **Insured Person.** The payment of benefits for any other type of loss will be payable to the **Insured Person.**

RIGHT TO OFFSET

If we determine that an overpayment of any benefit payable under this policy has been made to an **Insured Person**, we reserve the right to offset said overpayment against any benefit payable to the **Insured Person**, to request reimbursement from the **Insured Person** for any overpayment made, and/or bring legal action against the **Insured Person** to recover any overpayment.

PHYSICAL EXAMINATIONS AND AUTOPSY

We, at our expense, have the right to have the **Insured Person** examined, as often as is reasonable while a claim is pending and to make an autopsy in the case of death where it is not forbidden by law.

LEGAL ACTIONS

The **Insured Person** may not start a legal action to recover on this policy within 60 days after the required proof of loss is furnished. Such action may not be started after three years from the time proof of loss is required.

LEGAL EXPENSE

If, while receiving benefits under this policy, an **Insured Person** incurs legal expenses for the denial or appeal of a Workers' Compensation claim related to **Covered Injury** or **Covered Illness** with the in-force Workers' Compensation carrier, we will reimburse the **Insured Person** for such expenses up to a maximum of $1,000. In no event will benefits be payable for liability, negligence or any other related lawsuit or action other than those specifically stated in this policy. This benefit is payable for up to one year following the date of the **Covered Activity.**

GENERAL PROVISIONS

ENTIRE CONTRACT

This policy and the application, if any, is the entire contract between the organization and us. All statements made by the officers or trustees of the organization shall, in the absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under this policy unless it is contained in a written application. No change in this policy will be effective until approved by one of our officers. This approval must be noted on or attached to this policy. No agent can change this policy or waive any of its provisions.

CONFORMITY WITH STATE STATUTES

Any provision of this policy, which on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is changed to conform to the minimum requirements of those laws.

CAREER PERSONNEL RIDER

Organization: **Township of Macomb Fire Department, U.S.A.**
Policy Number: **ESO-7788798**
Rider Effective Date: **07/01/13**

This rider is a part of the policy to which it is attached. This benefit is subject to the terms and conditions of this rider and the policy. All provisions of the policy apply to this rider and remain the same except where we change them by this rider.

This rider is effective on the Effective Date of the policy or the Rider Effective Date, whichever is later.

The policy is amended by adding or changing the following provisions:

The definition of **Insured Person** is changed to read:

- **Insured Person** means any person who is a member of the organization. All classes of membership may be included, as well as any other party designated by the policyholder including Volunteer Member, **Career Personnel,** Part-Time Personnel, **Emergency Volunteer, Auxiliary Person, Community Volunteer,** Board Members, Trustees, Administrative Personnel, Junior Members, Members in Training or Probationary Members.

The following definition is added to the policy:

Career **Personnel** or Part-Time Personnel are employees or members of the organization that received **Weekly Earned Income** for regularly working at least 30 cumulative hours per week as an emergency service provider for one or more organization(s) identified as a Named Insured of the policy holder.

For **Career Personnel** as defined in this rider, Section III.A. Maximum Weekly Total Disability Benefits is changed to read:

III.A. MAXIMUM WEEKLY TOTAL DISABILITY BENEFITS FOR CAREER PERSONNEL

III.A.i. Minimum Weekly Total Disability Benefit

We will pay the **Minimum Weekly Total Disability Benefit** shown on the Policy Schedule page if an **Insured Person** is **Totally Disabled** as a result of a **Covered Injury** for a period up to 260 weeks.

We will pay the **Minimum Weekly Total Disability Benefit** shown on the Policy Schedule page if an **Insured Person** is **Totally Disabled** as a result of a **Covered Illness** for a period up to 260 weeks.

III.A.ii. Earned Income Replacement Benefit

If an **Insured Person** is **Totally Disabled**, and the **Minimum Weekly Total Disability Benefit** is payable pursuant to Section III.A.i., we will pay, a weekly **Earned Income Replacement Benefit,** up to the amount listed on the Policy Schedule page while the **Insured Person** is **Totally Disabled** and the **Minimum Weekly Total Disability Benefit** is payable.

The amount payable under this Section III.A.ii. shall be computed by determining the **Insured Person's Weekly Earned Income** and by subtracting there from, the combined total of:

1.) the **Minimum Weekly Total Disability Benefit;** and
2.) the **Loss of Earnings Coverage** as defined on Page 6.

For **Career Personnel** as defined in this rider, **Section III.B. Partial Disability Benefit** is changed to read:

III. B. PARTIAL DISABILITY BENEFIT FOR CAREER PERSONNEL

If a **Covered Injury** or **Covered Illness** permits the **Insured Person** to return to any **Reasonable Occupation**, but at a lower rate of **Weekly Earned Income**, or if the **Insured Person** is receiving any **Weekly Earned Income** from any source, we will pay, such weekly benefit, but not to exceed the **Maximum Weekly Total Disability Benefit**, which had been, or would have been paid, had the **Insured Person** been **Totally Disabled**. The **Partial Disability Benefit** is payable for as long as the **Insured Person** is **Partially Disabled** up to a maximum of 260 weeks.

If an **Insured Person** is approved for disability retirement by the Public Employee Retirement Administration Commissioner, or otherwise retires following a **Covered Injury** or **Covered Illness** for which benefits have been paid, all eligibility for Benefits under Section III - Income Protection terminates on the effective date of such retirement.

In no event will coverage provided to **Career Personnel** by this rider be in lieu of any workers' compensation act or similar law.

This rider will end on the date the policy to which it is attached terminates

This rider is subject to all of the terms, provisions and limitations of the policy to which it is attached. In the event of conflict between the policy and this rider the terms of this rider will prevail.

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY

SUSAN N. ROTH
Corporate Secretary

MEMORANDUM OF AGREEMENT

Between
Macomb Township
and
I.A.F.F., Local 5023

Macomb Township and the I.A.F.F., Local 5023 enter into this Memorandum of Agreement to memorialize an amendatory understanding regarding the collective-bargaining agreement between the parties effective January 1, 2015 through December 31, 2017 ("CBA").

Whereas, Macomb Township is desirous of hiring full-time fire fighters falling within the definition of an employee under 1.2 C of the CBA but whose wages are not addressed in the CBA;

Whereas Macomb Township has created a new position of Fire Fighter to accommodate the above desire; and,

Whereas, the parties have negotiated acceptable wages for the position of Fire Fighter; and wish to set forth the wages to become part of the CBA.

Now therefore, the parties agree to make the following additions to the CBA and otherwise agree to the following:

1. The following language shall be added to Section 24.1 of the CBA:

Subject to the provisions in Section 11.1, Fire Fighters shall be paid on an hourly basis, based on the identified period of employment, for all hours worked as follows:

Employment Length	Hourly Rate
0-6 months	$17.42
6-12 months	$18.43
12+ months	$19.45
60+ months	$25.04

2. All other terms and conditions of the CBA, including any incorporated letters of understanding shall remain in full force and effect.

Executed this 12 th day of December, 2016.

Macomb Township

I.A.F.F Local 5023