

AGREEMENT

BETWEEN

TOWNSHIP OF MACOMB

AND

MICHIGAN ASSOCIATION OF FIRE FIGHTERS

REPRESENTING THE

MACOMB TOWNSHIP FIRE FIGHTERS' ASSOCIATION

July 1, 2013

THROUGH

June 30, 2017

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AGREEMENT

This **Agreement** is for collective bargaining purposes made and entered into the date hereinafter set forth by and between the **Township of Macomb** hereinafter referred to as the “**EMPLOYER**” and the **Michigan Association of Fire Fighters (MAFF)** herein referred to as the “**UNION**” representing the **Employees** as identified in Section 1.2(C)(D).

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

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

WHEREAS, the parties desire to be governed hereby.

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

ARTICLE I
PURPOSE AND DEFINITIONS

1.1 **Purpose:** The parties enter into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate certain understandings previously reached and other matters into a formal written contract; to promote harmonious relations between the 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 Michigan Association of Fire Fighters (MAFF).
- C.** ***"Employee"*** shall mean all Paid-On-Call Fire Fighters with the rank of Assistant Chief, Captain, Lieutenant, Sergeant, Fire Fighter, Probationary Fire Fighter and Recruit, excluding the Fire Chief, Deputy Fire Chief, and full-time Fire Fighters.
- D.** ***"Paid-On-Call Fire Fighter"***: a Paid-On-Call Fire Fighter is defined as an employee who is employed by the Employer on a part-time basis in a position which includes firefighting and emergency responsibilities. Paid-On-Call Fire Fighters may include Fire Fighters of various ranks with various fire department responsibilities in addition to fire fighting.

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

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

ARTICLE II **COVERAGE**

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

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 **Payment of Dues:** The Employer shall deduct the dues and/or service charge from the employee's 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 MAFF within fourteen (14) calendar days of the deduction along with the name of each employee from whom such deductions were made.

2.4 **Deduction Form:** The Authorization Form for dues/service charge deduction shall be provided to the employee by MAFF; and, by MAFF 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 MAFF to notify an employee of any arrearage in dues/service charge.

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

2.6 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 curtailment of work by the Union, 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 Michigan Association of Fire Fighters as the sole and exclusive collective bargaining representative of the fire fighters of the Macomb Township Fire Department as defined by Article 1, Section 1.2(C)(D).

ARTICLE IV
CONFORMITY TO LAW

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

ARTICLE V
TOWNSHIP RIGHTS

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

- A.** Full and exclusive control of the management of the Fire Department, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its work force;
- B.** The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- C.** The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees, assigned stand-by;
- D.** The right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees;
- E.** The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause;
- F.** The right to retain an orderly, effective, and efficient operation of Employer;
- G.** Determine the response districts, number of response districts, their location and size;
- H.** The number and location or relocation of its facilities;

- I. Determine the manner and method to be utilized for the dispatching of emergencies and/or alarms;
- J. Develop, implement, amend, delete, add and/or revise, Standard Operating Procedures for the Fire Department;
- K. Develop, implement, and/or revise regulations governing multiple alarms;
- L. Develop, implement and/or revise mutual aid;
- M. Purchase of equipment, supplies, and materials for the operation of the Fire Department; and,
- N. The right to contract for services by others.

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

ARTICLE VI
DISTRIBUTION OF AGREEMENT

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

ARTICLE VII

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 supply the Employer with a duly authorized and up-to-date list of representatives and any changes made therein from time-to-time identifying persons who will represent the Union Grievance Committee for all matters pertaining to the Agreement or within the scope of Act 379 of the Public Acts of 1965. The authority of the Local representatives shall be limited to and shall not exceed the following duties and activities:

- A.** Investigation and presentation of grievances;
- B.** Transmission of messages and information which shall originate with and are authorized by the local Association or its officers;
- C.** Communicating with MAFF representatives and/or legal counsel regarding Union business and/or grievances; and
- D.** Attending meetings which relate to grievances, mediation, arbitration, fact finding, unfair labor practice hearings or court proceedings.

7.3 **Bulletin Boards:** The Union shall be provided bulletin board space at each fire station for the posting of Union notices and other materials. Such boards will be identified with the name of the Union. Bulletin board space may be shared with space provided for other represented members of MAFF. 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 MAFF for proper dispensation.

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

ARTICLE VIII
OTHER AGREEMENTS AND EMPLOYMENT ORGANIZATIONS

8.1 **Other Agreements:** The 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.

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

ARTICLE IX
WAGES

9.1 Fire Fighter Wages:

A. Seniority Fire Fighter Pay Rates:

- | | | |
|----|-----------------|------------------|
| 1. | Fire and Rescue | \$26.00 per hour |
| 2. | EMS | \$23.50 per hour |
| 3. | Stand-by | \$20.00 per hour |
| 4. | Meeting | \$18.00 per hour |

B. Probationary Fire Fighter Pay Rates:

- | | | |
|----|-----------------|------------------|
| 1. | Fire and Rescue | \$19.50 per hour |
| 2. | EMS | \$17.50 per hour |
| 3. | Stand-by | \$15.00 per hour |
| 4. | Meeting | \$13.50 per hour |

C. Recruit Fire Fighter Pay Rate:

- | | | |
|----|----------------------------|------------------|
| 1. | Hired before July 1, 2014: | |
| | A. Alarm Pay: | |
| | 1) With no certification | \$10.00 per hour |
| | 2) With one certification | \$12.50 per hour |
| | 3) With two certifications | \$15.00 per hour |
| 2. | Hired after July 1, 2014: | |
| | B. For any Duty | \$12.00 per hour |

D. Officer's Pay:

- | | | |
|----|------------|-----------------|
| 1. | Captain | \$275 per month |
| 2. | Lieutenant | \$233 per month |
| 3. | Sergeant | \$192 per month |

E. Instructor Pay:

- | | | |
|----|---------------------|---------------|
| 1. | For all Instruction | \$20 per hour |
|----|---------------------|---------------|
- a. One (1) hour of preparatory time shall be paid to an instructor for each new lesson plan created at the direction of the Fire Chief and/or his designee.

F. Fire fighters shall be paid by the fifteenth (15th) day of each month following the month in which wages were earned.

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

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

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

I. A breakdown of pay hours for each fire fighter shall be shown on the employee's pay check.

9.2 **Stand-by Duty:** Shall be anytime a fire fighter: (1) requests and is granted time to fill an open position for Stand-by Duty or (2) is required to be on duty at a fire station in order to respond to alarms and/or perform other duties as assigned by the Fire Chief or his designee.

- A.** A fire fighter who requests and is approved to serve Stand-by duty shall be assigned such duty according to seniority, availability, and the total number of hours accumulated during the calendar year. The calculation of stand-by hours will be completed by using the latest Stand-by duty information available to Fire Administration. A spreadsheet will be available to all personnel in a “read only” format located on the network within the Stand-by Folder. A fire fighter will be limited to working up to maximum of sixty-four (64) hours of Stand-by Duty per month. Fire fighters assigned to Stand-by Duty at no time will work in excess of eight (8) consecutive hours except for extreme emergencies with approval from the Fire Chief or his designee. The Union and the Employer will review the established hours in six (6) months from the date of signing and adjust those hours, if necessary, to provide optimum availability for Stand-by status.

- B.** Daily Stand-by Duty shall be posted on a “Stand-by Calendar” form thirty (30) calendar days in advance. The form shall have a location for fire fighters to sign their name and hours requested. The location of the form will be at Fire Station 2. Except as set forth above, a fire fighter requesting a complete eight (8) hour shift shall have preference over another fire fighter requesting less hours, regardless of the number of accumulated hours that the fire fighter requesting less than eight (8) hours has accumulated. Under no circumstance, shall a fire fighter assign their name to the request for a period of less than four (4) hours. The Employer shall assign the fire fighter(s) that is most senior with the least amount of accumulated Stand-by Duty. The assignment shall be made seventy-two (72) hours prior to the date of the Stand-by Duty. Due to a lack of administrative personnel available to make the assignment on Saturday, Tuesday assignments will be made on the preceding Friday.

If, after the assignment is made, the fire fighter assigned is unable to work, the Employer shall first attempt to fill the assignment with other fire fighter(s) that signed their name to the request in accordance with this Section. If the Employer is unable to fill the assignment in this manner, the assignment shall be made in accordance with Section 9.2(D).

- C. If the Employer is unable to post an assignment other than what is listed in Section 9.2(B) at least seven (7) calendar days in advance, then a "Stand-by Duty Accumulation Sheet" delineating the total number of hours worked on Stand-by Duty shall be used to contact fire fighters in order of seniority and the least number of accumulated hours worked to date.

- D. The Employer shall contact fire fighters at their home telephone number or other telephone number as reported by the fire fighter, but shall only attempt contact at one number given. The telephone calls shall be documented on the "Stand-by Duty Accumulation Sheet." The Employer shall leave a message; if possible, on an answering machine advising an assignment for Stand-by Duty exists, but shall not be required to wait for a return call before filling the position. If a fire fighter returns the call expressing interest in an entire eight (8) hour shift, prior to any other fire fighter accepting the assignment, he or she shall be assigned. If the fire fighter is interested in four (4) hours, the Employer shall have the right to continue calling other fire fighters until the other four (4) hours is filled. However, if a fire fighter wants the entire eight (8) hour shift, that fire fighter will be given preference and assigned. Under no circumstances, shall any fire fighter returning a call be assigned once another fire fighter or fire fighters have already accepted that assignment, unless the fire fighter returning the call wants the entire eight (8) hour shift and only four (4) hours of the shift has been assigned. In the event a fire fighter assigned to work Stand-by Duty fails to report for his shift or calls-in within twenty-four (24) hours prior to the shift, the firefighters originally denied the shift will be contacted provided they

have not worked Stand-by Duty in excess of sixty-four (64) hours of Stand-by Duty that month. If none of the denied fire fighters are able to work, the shift will not be filled.

- E. Whenever the fire fighter is unable to be contacted, unable to work because of involvement in Association activities, or engaged in their primary occupation, they shall not be charged the corresponding number of hours for the assignment available. Whenever a fire fighter refuses the assignment for any other reason or accepts the assignment, he or she shall be charged the corresponding number of hours. Should a fire fighter accept Stand-by Duty and then notify the Department twenty-four (24) hours or more in advance that they are unable to report; then the fire fighter will be only charged the number of hours for the original assignment. However, in the event a fire fighter accept Stand-by Duty and then does not report, they will be charged twice the number of hours as originally assigned. Should a member accept Stand-by Duty and fail to show-up for that duty three times in a twelve month period beginning with the first offense, then the member will be ineligible for Stand-by Duty for six (6) months from the date of the last offense.

- F. The "Stand-by Duty Accumulation Sheet" shall be kept for the period of January 1st to December 31st of each calendar year. On January 1st of every calendar year, each and every fire fighter shall have zero (0) accumulated hours. When a new fire fighter(s) is hired during the calendar year and becomes eligible for the above listed assignments, the total hours of each current fire fighter on the accumulation sheet shall be added together and divided by the total number of current fire fighters on the accumulation sheet. The new fire fighter shall be placed on the accumulation sheet with the number of hours as calculated above and noted as unpaid. This number shall be used to determine the new fire fighter's accumulated hours for bidding assignments only.

- G.** The Employer shall provide a seniority list established in accordance with Section 10.3 of the Collective Bargaining Agreement and certified by the Union.
- H.** Any fire fighter working Stand-by Duty who responds to an alarm shall be paid at the Stand-by Duty rate of pay.
- I.** The Employer shall provide an official copy of the total year-to-date accumulation, up to and including the previous month, which shall be posted at each fire station by the 10th day of the month. It shall be incumbent upon each and every fire fighter to review the list and ensure that the official copy is correct with regard to their respective hours. A fire fighter shall have fourteen (14) calendar days to review the official copy and notify the Employer of any errors and initiate the grievance procedure. If no errors are brought to the attention of the Employer, the official copy will be considered approved by the Union. A fire fighter may bring evidence of errors to the attention of the Employer after the fourteen (14) calendar day period requesting the necessary corrections. However, the fire fighter will not be allowed to initiate the grievance procedure.
- J.** On January 1st and July 1st of each year, every fire fighter shall declare on a MTFD form, if they wish to be excluded from Stand-by Duty. Those fire fighters requesting to be excluded from Stand-by Duty will not be contacted for the remainder of the six (6) month period. The filing of this declaration does not preclude the fire fighter from signing-up for nor working stand-by duty.
- K.** The Employer agrees to have a minimum of one (1) Paid-on-Call Fire Fighter work Stand-by Duty for twenty-four (24) hours a day, Sunday through Saturday from 6:00 p.m. to 2:00 a.m., from 2:00 a.m. to 10:00 a.m. and from 10:00 a.m. through 6:00 p.m. At a minimum, one (1) Fire Fighter on Stand-by Duty will be approved to drive an engine or rescue vehicle, excluding aerial and heavy rescue trucks. The Employer shall have the right to have any additional number

of Fire Fighters work Stand-by Duty as necessary and in accordance with the collective bargaining agreement.

L. A Recruit Fire fighter is ineligible to work Stand-by Duty.

9.3 **Training:** Training shall mean any time a fire fighter is called in by the Employer to receive any educational experience, other than a business or station meeting. Training shall be paid at the meeting rate of pay.

9.4 **Alarm Pay:** A minimum of one (1) hour shall be paid for responding to an alarm. Additional alarms that are responded to within the first hour are not eligible for a second minimum of one (1) hour of pay. Time responding to an alarm, in excess of one (1) hour shall be calculated in fifteen (15) minute increments at the respective alarm rate of pay. In the event a sign-in sheet is submitted with no time out indicated by the fire fighter, then the fire fighter shall be given a time-out the same as the control time as listed in Fire Tools.

9.5 **Alarm/Meeting Pay:** Meeting pay will be increased to the fire and rescue alarm rate of pay or the EMS rate of pay as appropriate for those fire fighters who are on the Response Crew(s) or are designated to respond to an alarm during a meeting. A minimum of one (1) hour shall be paid for responding to an alarm instead of the meeting rate for that hour. Additional alarms that are responded to within the first hour are not eligible for a second minimum of one (1) hour of pay. Time responding to an alarm, in excess of one (1) hour shall be calculated in fifteen (15) minute increments at the respective alarm rate of pay. The meeting rate of pay will be in effect at the expiration of the one (1) hour minimum if the alarm does not exceed one full hour, or when the fire fighter returns to the meeting. Under no circumstance shall the fire fighter receive both the alarm pay and the meeting pay for the same time. In the event a sign-in sheet is submitted with no time out indicated by the fire fighter, then the fire fighter shall be given a time-out the same as the control time as listed in Fire Tools.

9.6 **Full-time Township Employees:** Full-time employees of the Employer, excluding full-time fire fighters, who are also Paid-On-Call fire fighters, may not respond to an alarm unless they are requested to report for duty by the Fire Chief with approval of their Department Supervisor.

9.7 **Court Time:** Shall be defined as any time a fire fighter appears in court as a result of an on-duty fire or emergency related incident at the direction of the Employer and/or pursuant to a court subpoena. Court Time shall be at the Meeting rate

of pay at a minimum of one (1) hour followed by fifteen (15) minute increments. To be compensated for Court Time, the fire fighter must submit verification of the time of arrival and departure from court. Verification of Court Time for payment must be submitted to the Fire Chief and/or his designee.

9.8 Tone Outs:

A. The Employer agrees to tone out the respective station / district of fire fighters for the following types of medical emergencies, regardless of the number of fire fighters on Stand-by Duty:

1. **Heart Attack shall include:** Chest Pain, Heaviness, Tightness or Pressure in the Chest, Acute Myocardial Infarction (AMI), Myocardial Infarction (MI), Angina, Cardiac Arrest, Cardiopulmonary Resuscitation (CPR), or Cardiogenic Shock;
2. **Obstructed Airway/Difficulty Breathing shall include:** Anaphylactic Shock, Allergic Reaction, Dyspnea, Hyperventilation, Pneumothorax, Asthma Attack, Choking, or Shortness of Breath;
3. **Severe Bleeding shall include:** Bleeding that will not stop, Severe Laceration/Amputation, Hemorrhaging, Gunshot, Stabbing, Hyphema (Hemorrhage in the front of eyes), or Hypovolemic Shock;
4. **Stroke shall include:** Cerebral Vascular Attack (CVA), Neurogenic Shock, Transient Ischemic Attack (TIA), Sudden Onset of Paralysis, Altered Mental Status; and
5. **Unresponsive Subject shall include:** Convulsions, Seizures, Unconscious Subject, Heat Stroke, or Altered Mental Status.

B. When a structure fire is toned out, all four (4) stations shall be toned-out.

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

- D. When a paid-on-call fire fighter responds to an alarm and is not needed at the incident and while such fire fighter is being paid, the Employer may dispatch the fire fighter to a different call regardless of the nature or location of the call. Further, the Employer may dispatch fire fighters on “Stand-by Duty” regardless of the nature of the call and location. When, and only if, the fire fighters on “Stand-by Duty” are unavailable due to a previous call, all subsequent tone outs that occur while the “Stand-by Duty” fire fighters are unavailable, are to be toned out as an alert tone to the appropriate station (regardless of the nature of the call).

9.9 **Holiday Pay:** A fire fighter who works Stand-by Duty or who responds to an alarm(s) on a Township “observed” holiday (which may not be on the date of the actual holiday) as recognized in the collective bargaining agreement between the Employer and MAFF for full-time firefighters shall be paid time and one half (1 ½) the respective rate of pay for time worked on the holiday (0000 hours to 2359 hours). (See Appendix A).

9.10 **Volunteer Events:** The Union and the Employer recognize that the community occasionally requests the attendance and services of the Fire Department that are voluntary in nature. The Fire Chief or his designee will post such events on the bulletin board marked “Volunteer Activities” as soon as possible in order to provide advanced notice and opportunity to all fire fighters.

9.11 **Hours Worked vs. Hours Paid:** Under the Patient Protection and Affordable Care Act, PPACA, otherwise referred to as Health Care Reform or “Obamacare”, hours worked shall not be considered the same as hours paid when fire fighters are paid more money than for hours actually worked under the Agreement as found under Article 9.1 Pay Rates, Article 17 Grievance and Arbitration, Article 21 Physical Examination, etc.

ARTICLE X
SENIORITY AND NEW EMPLOYEES

10.1 **Definition:** Seniority shall be determined as the length of service from the last date of hire or in the case of a "Recruit" the day they obtained probationary status. A recruit fire fighter shall obtain probationary status upon submission of original certifications for Firefighter I and II and Basic EMT to Fire Administration. A probationary fire fighter shall acquire seniority upon successful completion of their probationary period, which shall date from the original date of hiring or in the case of a "Recruit" the day they obtained probationary status. The obtainment of seniority will be adjusted for any lost time, e.g., leave of absence experienced under Recruit or Probationary status. All new fire fighters shall serve a probationary period of eighteen (18) months during which time they shall work at the will of the Employer and may be terminated with or without cause. Recruit and/or 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 Recruit and/or Probationary fire fighters. The Employer shall have no responsibility for the re-employment of a laid off discharged Recruit and/or Probationary fire fighter.

10.2 **Maintenance of Lists:** The Employer shall maintain up-to-date seniority records for all fire fighters. 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 said change or addition. Although a Recruit or Probationary fire fighter's name may appear on the Seniority List according to date of hire, the Union and the Employer recognize that such fire fighters do not have seniority rights until the satisfactory completion of the probationary period.

10.3 **Breaking Ties in Seniority:** Seniority shall be determined by the Union.

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

- A.** Recruit fire fighters and then Probationary fire fighters shall be laid off first.

- B.** Fire fighters shall then be laid off in accordance with their seniority, beginning with the least senior fire fighter.

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

10.5 **Layoff Notice:** In the event of a layoff, fire fighters shall be given seven (7) calendar days notice of layoff. A fire fighter on layoff shall be given seven (7) calendar day notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the fire fighter and shall be confirmed, in writing, and mailed first class to the address last provided to the Employer by the fire fighter. The Employer shall have no responsibility for the failure to notify a fire fighter of recall when such failure is due to the fire fighter's telephone number or address being inaccurate.

10.6 **Loss of Seniority and Termination of E mployment:** A fire fighter shall lose seniority and be terminated from employment in any of the following events:

- A. The fire fighter quits;
- B. The fire fighter is discharged for just cause and the discharge is not reversed;
- C. The fire fighter obtains a Leave of Absence under false pretenses or fails to report to work after expiration of an approved Leave of Absence, unless a satisfactory reason for such failure is given;
- D. The fire fighter retires;
- E. The fire fighter is laid off for a period of two (2) years or the length of departmental seniority, whichever is less;
- F. The fire fighter separates from employment upon settlement covering a total disability;
- G. The fire fighter relocates outside of the Township becoming ineligible;
- H. The fire fighter is absent without leave, meaning he or she does not respond to any alarms or attend any meetings for twenty-one (21) consecutive calendar days;

- I. If information provided by the fire fighter on his/her application for employment is later found to be false or misrepresented in any respect, then such discovery shall result in the employee's immediate discharge from the Employer's service provided action is taken by the Employer within thirty (30) days of discovery.
- J. A fire fighter attains the age of sixty five (65). This provision shall take effect on January 1, 2015.

10.7 Recruit Fire Fighter:

- A. A Recruit Fire Fighter is a fire fighter who at the time of hire did not possess the basic certification in Fire Fighter I & II and/or Basic EMT required for probationary status. Such individuals are hired by the Employer with the understanding that they are required to obtain the minimum certification of Fire Fighter I & II and Basic EMT at their own expense in pursuit of a Probationary Fire Fighter position in the Fire Department.
- B. The time spent as a Recruit Fire Fighter shall be considered a training period for the purpose of obtaining Fire Fighter I & II and Basic EMT certification. Failure to obtain the necessary certifications during the first eighteen (18) months of employment under Recruit Fire Fighter status shall result in the immediate termination of employment.

ARTICLE XI
SAFETY

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

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

ARTICLE XII
PROMOTION PROCEDURE

12.1 Promotional Procedure:

- A.** Open position(s) shall be posted by Human Resources within the Department.

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

- C.** Candidates must make written application to the Human Resources Department within twenty (20) calendar days of posting. "Application" shall include a cover letter, resume, and a promotional application.

- D.** Within sixty (60) calendar days of the close of the posting, applicants who meet the minimum requirements for the open position will take a written test. Those candidates who pass the written test with a score of seventy percent (70%) or better will then sit for the first part of a psychological evaluation. Following the psychological evaluation, the successful candidates shall receive an oral interview by the Selection Committee. The Selection Committee shall be comprised of:
 - 1.** The Chief of the Fire Department or his designee,

 - 2.** A Fire Chief from another community,

 - 3.** The Township Supervisor, Clerk, and Treasurer; and

 - 4.** The Human Resources Director.

- E.** Candidates shall be ranked by the Selection Committee with the top candidate being selected for the position based upon the written test, psychological evaluation Part A, and the oral interview.
- F.** The Selection Committee shall make recommendation to the Macomb Township Board of Trustees of the selected candidate within thirty (30) calendar days of the oral interview(s).
- G.** The Township Board shall fill the posted position(s) within thirty (30) calendar days of the recommendation by the Selection Committee to the Macomb Township Board of Trustees contingent upon the Candidate's successful completion of Part B of the psychological evaluation.
- H.** Following the approval of the Board of Trustees, the Human Resources Director will notify the Union of the approved promotion(s).

ARTICLE XIII **INSURANCE**

13.1 **Workers' Compensation Insurance:** The Employer shall provide Workers' Compensation Insurance that is statutorily required for all fire fighters covered under this Agreement.

13.2 The Employer shall provide benefits through Provident Life and Accident Insurance Company as delineated in the attached "Township of Macomb 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 B).

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

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

13.5 **Group Term Life Insurance:**

A. The Township shall provide \$10,000 of group term life insurance to each fire fighter covered under this agreement and to new fire fighters after ninety (90) days of continuous employment.

B. Group term life insurance shall end upon separation of employment from the Employer.

C. Under a "Personal Leave of Absence", group term life insurance shall end on the last day worked. Upon the fire fighter's return to active duty, group term life insurance shall be reinstated on the first day of the month following thirty (30) days of "active" duty.

D. Refer to Group Term Life Insurance Certificate Summary for further information regarding life insurance benefits.

ARTICLE XIV
PROTECTIVE GEAR

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

14.2a **Dress Uniforms:** The Employer may provide each fire fighter 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.

14.2b The Employer shall provide to Paid-on-Call fire fighters upon attaining five (5) years continuous service with the Employer, one complete Class A Dress Uniform. All maintenance of the said uniform will be the fire fighter's responsibility. The Class A Uniform shall consist of a jacket, pair of pants, and a dress shirt.

14.3 **Uniform and Clothing Replacement Allowance:** 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.

14.4 **Duty Uniforms:** The Employer shall provide each fire fighter with one (1) pair of uniform pants, one (1) shirt with patches or one (1) work shirt, two (2) t-shirts with fire department insignia, one (1) pair of black work boots, and one (1) baseball cap with a patch or fire department insignia on or before June 1st of each year of the contract. The Employer will provide a probationary fire fighter with a Duty Jacket within thirty (30) days following the successful completion of his probationary period. The Duty Jacket will only be issued once during the life of this agreement.

ARTICLE XV LEAVES

15.1 **Medical Leaves of Absence**: When a fire fighter incurs serious injury, illness, or medical condition not related to employment as a Macomb Township fire fighter, the fire fighter will immediately notify the Fire Chief in writing as to the nature of the injury, illness or medical condition. The Employer shall determine whether or not the injury, illness or medical condition prevents the fire fighter from performing firefighting and/or emergency duties. It will be the fire fighter's responsibility, at the fire fighter's own expense, to provide the Fire Chief with a doctor's statement indicating he is mentally and physically fit to perform the fire fighter or emergency medical duties prior to a return of work. Upon notification the fire fighter shall be returned to work. Such return shall be in line with the seniority of the fire fighters.

15.2 The Employer and the Union shall incorporate the provisions of the Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA) and shall apply these provisions to all fire fighters represented by the Union.

15.3 **Personal Leaves of Absence**: Fire fighters under this Agreement may be granted a personal leave of absence, as specified herein, upon prior request. A request for a personal leave of absence will be subject to a recommendation by the Fire Chief and the ultimate approval by the Macomb Township Board of Trustees.

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

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

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

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

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

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

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

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

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

15.11 **Military Leave of Absence:** Macomb Township shall comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended. The Employer shall grant a leave of absence to any reservist who is called into active duty, as well as fire fighters 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/her former position or to a position of a like seniority, status, and pay as specified by USERRA.

ARTICLE XVI

DISCIPLINE

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

16.2 The Employer shall have the right to develop and implement work rules, Standard Operating Procedures, or other standards of expected fire fighter conduct. A copy of work rules shall be furnished to the Union and each fire fighter. The Employer will disseminate any new or modified rules and regulations and/or policies and procedures to each and every fire fighter 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 fire fighters for which an immediate modification is necessary.

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

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

16.5 Written reprimands from minor offenses, not resulting in disciplinary time-off, and those resulting in disciplinary time-off, shall be removed from the fire fighter's file one (1) year subsequent to the date of such reprimand for minor offenses not resulting in disciplinary time-off and two (2) years subsequent to the date of such

reprimand resulting in disciplinary time-off, provided that no like offense is committed by the fire fighter during that time.

ARTICLE XVII
GRIEVANCE AND ARBITRATION

17.1 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 grievance 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 fire fighter 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 local 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 fire fighter, 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.

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

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

A. Step One: Verbal Procedure

1. A fire fighter and/or his 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 fire fighter is presented with notification of the discipline shall be considered "knowledge of the circumstances" giving rise to the grievance. If a fire fighter is not readily available to receive notification, Employer may mail such notification to the fire fighter via certified mail to fire fighter's 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 fire fighter with the Fire Chief within fifteen (15) calendar days after the date of the verbal grievance as described in 17.3.A. Upon submission of a written grievance, with a MAFF grievance number, MAFF is in control of and retains all authority for the processing of the grievance.
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 fire fighter 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 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 Township Board of Trustees. Written notice of such appeal is to be given to the Township Supervisor and Township Board of Trustees within fifteen (15) calendar days of the decision of the Township Supervisor 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 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. The parties established a procedure to follow in selecting an arbitrator from the list as follows:
 - a. Attempt to agree on an arbitrator from the list of six arbitrators above. If an arbitrator is agreed upon then contact the arbitrator for availability.
 - b. If the parties cannot agree on a name or the agreed upon name is not available then proceed to c (below).
 - c. Conduct an alternate strike method with the following steps:

- i. A coin toss will determine which party strikes the first name off the list.
 - ii. The party that lost the coin toss will strike a name second.
 - iii. The last name not struck on the list shall be the arbitrator to hear the grievance.
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 this Agreement shall prohibit any party from presenting a fire fighter'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 fire fighter(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 XVIII
DURATION

18.1 **Duration:** This Agreement shall be effective, July 1, 2013, upon approval by the Employer and the Union and remain in effect and force until June 30, 2017.

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

ARTICLE XIX
ANTI-DISCRIMINATION CLAUSE

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

ARTICLE XX
DEFERRED COMPENSATION

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

A. Social Security and/or OBRA:

1. A fire fighter who is not covered under any pension plan provided by the Employer may opt-out of Social Security (excluding the Medicare contribution of 1.45% of wages) and have the Employer contribute the Social Security contribution (currently at 6.2% of the Paid-on-Call wages) into the Deferred Compensation Plan under OBRA (the Omnibus Budget Reconciliation Act of 1990, as amended, provided the fire fighter files his/her election with Human Resources during their initial thirty (30) days of employment. Afterwards, the fire fighter and the Employer can only make contributions to Social Security.
 - a. OBRA contributions may only be deposited into an account through Nationwide Retirement Solutions.
 - b. Any Employer contributions made to an OBRA account on behalf of an employee may not be withdrawn under a "hardship" withdrawal.

B. Non-OBRA Voluntary Contributions

1. Eligible fire fighters may also make contributions to a deferred compensation plan in addition to OBRA contributions. Participation in this plan begins on the first day of the month following ninety (90) days of employment. Contributions and withdrawals are governed by the Internal Revenue Service.
2. A fire fighter may only defer compensation into one non-OBRA deferred compensation plan offered through the Employer at any given time. Annual contributions to the Deferred Compensation Plan are limited as specified by the Internal Revenue Service.

ARTICLE XXI
PHYSICAL EXAMINATION

21.1 Every other year, the Employer will pay the cost of a physical examination for fire fighters. 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 it may impact the fire fighter's job performance.

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

- B.** No fire fighter 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.** A fire fighter who is found to be medically unfit for duty shall be placed on a Medical Leave of Absence until such time they are determined to be medically fit for duty by their personal physician and by the Employer's Occupational Medical Provider. In the event of a disagreement between the fire fighter's personal physician and the Employer's Occupational Medical Provider, the fire fighter may request an Independent Medical Opinion (IMO) by another licensed practitioner. The request for an IMO must be made by the fire fighter within forty-eight (48) hours of the date in which the fire fighter was examined by the Occupational Medical Provider. An appointment for the IMO will be scheduled as soon as possible and the Employer shall reimburse the fire fighter fifty percent (50%) of the cost for the IMO. The IMO will be binding upon the parties.

ARTICLE XXII
ALCOHOL ABUSE AND CONTROLLED SUBSTANCE USE

22.1 **Policy:** Macomb Township and the Macomb Township Fire Fighters Association are dedicated to the well-being and safety of its fire fighters, management and the community we serve. We are also committed to the successful operation of our Township. We are committed to improve fire fighter productivity and to service the needs and demands of our fire fighters and residents. We acknowledge and agree that alcohol and drug abuse in the workplace reflects a national problem. Macomb Township and the Macomb Township Fire Fighters Association have a strong commitment to its fire fighters to provide an alcohol and drug free working environment. Likewise, the Township and the Macomb Township Fire Fighters Association are committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. We therefore, are implementing the following procedures to enforce these procedures. The procedures are based upon the Federal regulations (49 CFR parts 40 and 382 and the Michigan Motor Carrier Safety Act No. 339 of 1990 {MCL 480.11}) governing the use of controlled substances, abuse of alcohol, and testing programs designed to deter and detect the use of alcohol and/or controlled substances in our workplace.

22.2 **Procedures:** See Appendix C.

ARTICLE XXIII
PERFORMANCE REQUIREMENTS

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

- A.** Alarm Runs: fire fighters must respond to thirty percent (30%) of the runs in their assigned station for which they are available excluding excused days as specified in Section 23.4, bona fide sick leave as specified in Section 15.1, and while attending fire fighter training classes related to their paid-on-call fire fighter employment with the Employer.
- B.** Training Meetings: fire fighters must attend sixty-six percent (66%) of the monthly training meetings.

23.2 Minimum performance requirements will be monitored on a quarterly basis. Any fire fighter, who fails to meet the minimum standards for alarm runs and training meeting attendance, will be subject to progressive discipline as specified in Article 25.

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

23.4 All fire fighters above the rank of Probationary may be excused from active duty for a total of twenty-five (25) days during the calendar year. A "day" is defined as the twelve (12) hour period beginning at the start of the assigned shift and ending at the end of the period of time before commencement of the next day under the assigned shift. To be excused from duty, the fire fighter must submit a Request for Time-off to the Fire Chief or his designated representative at least twenty-four (24) hours in advance and no later than 3:00 P.M. on Friday for excused time-off on the following Saturday or Sunday. The fire fighter will not have to provide a reason for the requested time-off. A fire fighter who submits a request for time-off less than forty-eight (48) hours in advance shall time-stamp their request form using the stamp machine located in the Dispatch Office at Station 4 and submit their form to the Fire Chief in order to receive consideration. The Request for Time-off will only be used to inform the

Department of the fire fighter's availability and for the purpose of bonus payment eligibility. After twenty-five (25) days of granted and/or excused time-off, any additional absences will not be excused for calculation of the bonus payment.

23.5 Every fire fighter will declare their shift availability for a consecutive twelve (12) hour shift, in writing, to the Fire Chief or his designee at the beginning of each calendar year. The beginning and ending time of the twelve (12) hour shift will be 6:00 a.m. to 6:00 p.m., 6:00 p.m. to 6:00 a.m., and 12:00 a.m. to 12:00 p.m. A fire fighter may request a change in shift assignment during the calendar year as a result of a significant event, e.g., job change, school, illness in the family, disability, and death (immediate family). It is contingent upon a fire fighter to make the Fire Chief aware of any change in availability in writing due to a significant event. The Fire Chief or his designee will confirm the receipt and recording of such change to the fire fighter within seven (7) calendar days of the date of request.

23.6 Fire fighters who are called to report for short-term Military Duty including Reserve status for any member of the United States Armed Forces for a period from one (1) day up to thirty (30) days shall complete and submit a Time-off Request form to be excused from: responding to alarm runs; attending business or training meetings; or completing truck checks while on active and/or reserve duty in the United States Armed Forces from one (1) to thirty (30) days. The Time-off Request form must be submitted for Short-term Military Duty to the Fire Chief or his designated representative at least twenty-four (24) hours in advance of the time requested in order to allow for approval and manpower adjustments. At the end of Short-term Military Duty, the requesting fire fighter will provide the Fire Chief or his designated representative with a copy of his/her orders or other documentation substantiating the leave.

ARTICLE XXIV
PERFORMANCE BONUS

24.1 **Performance Bonus:** Fire fighters shall be eligible to receive an annual performance bonus based upon the level of alarms responded to as follows:

Fire fighters who respond to higher levels of Alarms at or above forty percent (40%) and who also meet all of the other minimum performance requirements as specified in Article XXIII shall be eligible for an annual performance bonus as follows:

<u>Percentage of Alarms</u>	<u>Bonus</u>
40%	\$ 500
50%	\$ 750
60%	\$1,000
70%	\$1,500

24.2 The annual bonuses will be based upon the fiscal year beginning on July 1st and ending on June 30th of the following year.

24.3 Approved bonuses will be paid by August 15th for the preceding year.

ARTICLE XXV
PERFORMANCE DISCIPLINE

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

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

25.3 The Employer will administer discipline in regards to performance with the intent on correcting the undesirable behavior of the fire fighter in order to achieve or exceed minimum performance requirements. However, if the undesirable behavior cannot be changed, then the Employer will proceed with termination of employment.

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

- | A. <u>Offense</u> | <u>Discipline</u> |
|--------------------------|---------------------|
| First Offense | Written Warning |
| Second Offense | One Week Suspension |
| Third Offense | Two Week Suspension |
| Fourth Offense | Discharge |
- B.** If a fire fighter who has been issued discipline meets or exceeds the Alarm Run performance requirement for the next quarter or more, but less than four consecutive quarters as described in Article 23.3 and then fails to meet the performance requirement, then the Employer will repeat the previous level of discipline rendered.

25.5 In regards to the performance requirement for Training Meetings, the Employer will evaluate actual performance on a monthly basis each year from July 1st through June 30th as follows:

A.	<u>Missed Training Meetings</u>	<u>Discipline</u>
	1-11	Not Applicable
	12	First Written Report
	13	Second Written Report
	14	Third Written Report
	15	Discharge

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

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

25.6. Any discipline rendered by the Employer to an fire fighter for a violation pertaining to Minimum Performance Requirements as addressed in Article XXIII shall not in itself determine eligibility for the Macomb Township Paid-on-Call Fire Fighters Annual Bonus Plan for Alarm Responses as described in Article 24.

ARTICLE XXVI
BASIC EMT CERTIFICATION

26.1 All fire fighters hired after January 1, 1970 shall be required to obtain Basic EMT Certification.

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

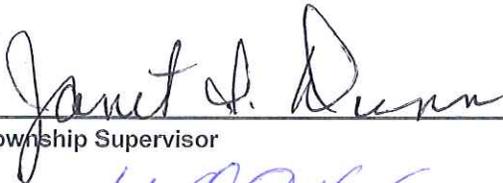
Unless otherwise noted in this agreement, all changes will become effective on the date the agreement is signed by both the Employer and the Union.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

13 Day of August 2014.

FOR THE EMPLOYER:
(Township of Macomb)

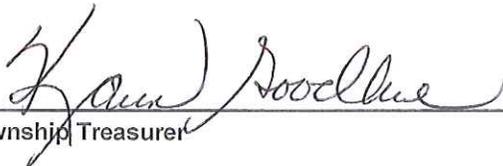
FOR THE UNION
(Michigan Association of Fire Fighters
representing the Macomb Township Fire
Fighters Association)


Township Supervisor


MAFF Labor Relations Specialist

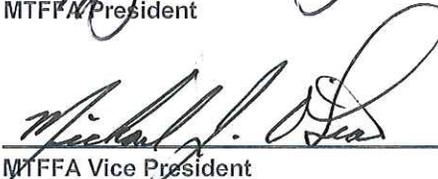

Township Clerk


MAFF Labor Relations Specialist


Township Treasurer

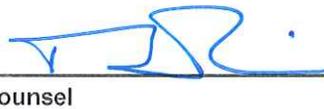

MTFFA President


Fire Chief


MTFFA Vice President


Human Resources Director


MTFFA Secretary


Labor Counsel

APPENDIX A

ARTICLE XVIII HOLIDAYS

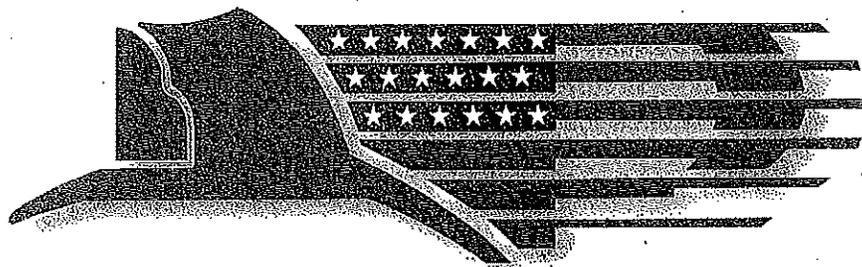
18.1 The following shall be paid holidays:

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 Years 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.

Accident and Health Policy



PROVIDENT

“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

www.providentbenefits.com

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,

A handwritten signature in cursive script that reads "Barry D. Balliet". The signature is written in black ink and is centered on the page.

Barry D. Balliet, President
Provident Agency, Inc.

**PROVIDENT
LIFE AND ACCIDENT
INSURANCE COMPANY**

1 FOUNTAIN SQUARE
CHATTANOOGA, TN 37402

(A STOCK COMPANY)

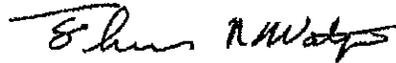
Emergency Organization Trust,
SunTrust Bank, Chattanooga, N.A., Trustee,
for the benefit of
Township of Macomb Fire Department, U.S.A.
Policy Number ESO-7788798

**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

V.I.A.	Covered Injury – Death, Dismemberment, Loss of Speech or Hearing, Vision Impairment Benefit.....	Full Coverage
V.I.B.	Weekly Total Disability Benefit	Full Coverage
V.I.C.	Weekly Hospital Confinement Benefit	Full Coverage
V.I.D.	Medical Expense Benefit.....	Full Coverage
V.I.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.....	Principal Sum
Loss of One Arm or One Leg.....	75% of Principal Sum
Loss of One Hand.....	50% of Principal Sum
Loss of One Foot.....	50% of Principal Sum
Loss of Thumb or Index Finger of Either Hand.....	25% of Principal Sum
Loss of Second, Third or Fourth Finger of Either Hand.....	12.5% of Principal Sum
Loss of any Joint on either Hand or Foot.....	6.25% of Principal Sum

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

Macomb Township

Drug-Free Workplace Policy

Effective
September 1, 2004



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

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PURPOSE AND COVERAGE

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

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

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

NON-DISCRIMINATION

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

INSPECTIONS

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

Employees who engage in any of the prohibited conduct listed above are in violation of this Policy and are subject to discipline, up to and including termination and at Macomb Township's sole discretion. While the discipline imposed will depend on the circumstances, and Macomb Township reserves the right to determine, in its discretion, discipline imposed, ordinarily certain offenses will result in immediate termination (e.g. possession, sale or use of illegal drugs on Macomb Township's premises 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; however, any costs not covered by the employees medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employees sole responsibility.

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. Hourly 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 if Macomb Township's disciplinary rules have not been violated. 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, and at any time and at its sole discretion, amend, supplement, modify, revoke, rescind or change this Policy, in whole or in part, with or without notice and with or without consideration. This Policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this Policy does not in any way affect or change the status of any at-will employee. At-will employees continue to be free to terminate their employment or resign from employment at any time and Macomb Township continues to be free to terminate employee, with or without cause, with or without notice, for any lawful reason or for no reason at all. Nothing in this Policy is a promise or guarantee or should be construed as a promise or guarantee that Macomb Township will follow in any particular circumstances any particular course of action, disciplinary, rehabilitative or otherwise.

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: _____ N/A _____

Employee Signature: _____

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

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

Parent/Guardian Signature: _____ Date: _____

LETTER OF UNDERSTANDING
Between
Michigan Association of Fire Fighters
And
Macomb Township

This Letter of Understanding is made and entered into between the Township of Macomb, Employer, and the Michigan Association of Fire Fighters, Union, representing the Macomb Township Fire Fighters Association.

Whereas, the Employer and the Union are parties to a collective bargaining agreement, Agreement, setting forth the rates of pay, hours of employment, and conditions of employment and;

Whereas, the parties have negotiated a new Agreement covering the period of July 1, 2013 through June 30, 2017 and;

Now Therefore, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

1. The parties met and established a list of mutually acceptable Arbitrators as follows:
 - a. Ann Patton
 - b. Jerold Lax
 - c. Nora Lynch
 - d. Deborah Brodsky
 - e. Patrick McDonald
 - f. Betty Widgeon
2. The parties also established a procedure to follow in selecting an arbitrator from the list as follows:
 - Step 1.** Attempt to agree on an arbitrator from the list of six arbitrators above. If an arbitrator is agreed upon then contact the arbitrator for availability.
 - Step 2.** If the parties cannot agree on a name or the agreed upon name is not available then proceed to step 3.

Step 3. Conduct an alternate strike method with the following steps.

- a. A coin toss will determine which party strikes the first name off the list.
- b. The party that lost the coin toss will strike a name second.
- c. The last name not struck on the list shall be the arbitrator to hear the grievance.

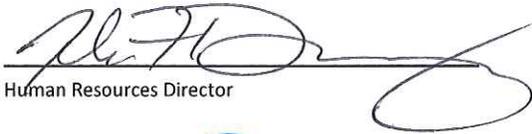
Step 4. Once the arbitrator is selected the parties will proceed under Article XXIII of the Collective Bargaining Agreement.

In witness whereof, the Employer and Union execute this Letter of Understanding regarding the implementation of the Collective Bargaining Agreement covering the period of July 1, 2013 through June 30, 2017 on this 15th day of September 2014.

Township of Macomb



Fire Chief



Human Resources Director

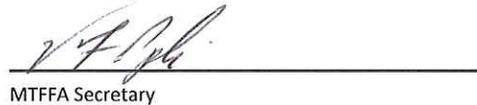


Attorney

Michigan Association of Fire Fighters



MAFF Labor Relations Specialist



MTFFA Secretary

LETTER OF UNDERSTANDING
Between
Michigan Association of Fire Fighters
And
Macomb Township

Macomb Township, Employer, and the Michigan Association of Fire Fighters (MAFF), Union, representing the Macomb Township Fire Fighters Association (MTFFA), met on December 5, 2014 in order to discuss the creation of a new part-time firefighter classification, Auxiliary Firefighter, to be added to Article I Section 2 of the Collective Bargaining Agreement. The position of Auxiliary Firefighter shall be governed under all articles of the Collective Bargaining Agreement dated August 13, 2014 except where modified and/or excluded in this Letter of Understanding WHEREAS:

1. "Employee" as defined under Article I, Section 2 (C) shall mean all Paid-on-Call and Auxiliary Fire Fighters with the rank of Assistant Chief, Captain, Lieutenant, Sergeant, Fire Fighter, Probationary Fire Fighter and Recruit, excluding the Fire Chief, Deputy Fire Chief, and full-time Fire Fighters; and
2. The definition of Auxiliary Fire Fighter shall be added to Article 1.2(E): an Auxiliary Fire Fighter is as an employee, certified in Firefighter I & II and Basic EMT, who is employed by the Employer on a part-time basis in a position which includes firefighting and emergency responsibilities and is excluded from responding to toned out alarms or emergencies when off duty; and
3. The phrase "Employees as identified in Section 1.2(C)(D)" as found in the Agreement shall now mean "Employees in Section 1.2(C)(D)(E)" : and
4. "Stand-by Duty" under Article 9 Section 2 shall read as follows:
 - A. Stand-by Duty: Shall be anytime a fire fighter: (1) requests and is granted time to fill an open position for Stand-by Duty or (2) is required to be on duty at a fire station in order to respond to alarms and/or perform other duties as assigned by the Fire Chief or his designee.
 - B. A fire fighter who requests and is approved to serve Standby duty shall be assigned such duty according to seniority, availability, and the total number of hours accumulated during the calendar year. The calculation of stand-by hours will be completed by using the latest Stand-by duty information available to Fire Administration. A spreadsheet will be available to all personnel in a "read only" format located on the network within the Stand-by Folder. A fire fighter will be limited to working up to maximum of sixty-four (64) hours of Stand-by Duty per month. Fire fighters assigned to Stand-by Duty at no time will work in excess of eight (8) consecutive hours except for extreme emergencies with approval from the Fire Chief or his designee.
 - C. The Employer shall assign the fire fighter(s) that is most senior with the least amount of accumulated Stand-by Duty. The assignment shall be made within 72 hours of the start of the shift.

LETTER OF UNDERSTANDING
Between
Michigan Association of Fire Fighters
And
Macomb Township

- D. The Employer shall contact fire fighters at their home telephone number or other telephone number as reported by the fire fighter, but shall only attempt contact at one number given. The telephone calls shall be documented on the "Stand-by Duty Accumulation Sheet." The Employer shall leave a message; if possible, on an answering machine advising an assignment for Stand-by Duty exists, but shall not be required to wait for a return call before filling the position. If a fire fighter returns the call expressing interest in an entire eight (8) hour shift, prior to any other fire fighter accepting the assignment, he or she shall be assigned.

- E. Whenever the fire fighter is unable to be contacted, or unable to work he shall not be charged the corresponding number of hours. Should a fire fighter accept Stand-by Duty and then notify the Department twenty-four (24) hours or more in advance that they are unable to report; then the fire fighter will be only charged the number of hours for the original assignment. However, in the event a fire fighter accepts Stand-by Duty and then does not report, they will be charged twice the number of hours as originally assigned. Should a member accept Stand-by Duty and fail to show-up for that duty three times in a twelve month period beginning with the first offense, the firefighter will have his employment terminated.

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

- G. The Employer shall provide a seniority list established in accordance with Section 10.2 of the Collective Bargaining Agreement and certified by the Union.

- H. Any fire fighter working Stand-by Duty who responds to an alarm shall be paid at the Stand-by Duty rate of pay.

LETTER OF UNDERSTANDING
Between
Michigan Association of Fire Fighters
And
Macomb Township

- I. The Employer shall provide an official copy of the total year-to- date accumulation, up to and including the previous month, which shall be posted at each fire station by the 10th day of the month. It shall be incumbent upon each and every fire fighter to review the list and ensure that the official copy is correct with regard to their respective hours. A fire fighter shall have fourteen (14) calendar days to review the official copy and notify the Employer of any errors and initiate the grievance procedure. If no errors are brought to the attention of the Employer, the official copy will be considered approved by the Union. A fire fighter may bring evidence of errors to the attention of the Employer after the fourteen (14) calendar day period requesting the necessary corrections. However, the fire fighter will not be allowed to initiate the grievance procedure.

- J. Under 9.3 Training: Training shall mean any time a fire fighter is called in by the Employer to receive any educational experience, other than a business or station meeting. Training shall be paid at the meeting rate of pay. Auxiliary personnel are not allowed to respond to any alarm while attending training and/or a meeting.

- K. Under 9.7 Court Time: Shall be defined as any time a fire fighter appears in court as a result of an on-duty fire or emergency related incident at the direction of the Employer and/or pursuant to a court subpoena. Court Time shall be at the Meeting rate of pay at a minimum of one (1) hour followed by fifteen (15) minute increments. To be compensated for Court Time, the fire fighter must submit verification of the time of arrival and departure from court. Verification of Court Time for payment must be submitted to the Fire Chief and/or his designee.

- L. Under 9.9 Holiday Pay: A fire fighter who works Stand-by Duty on a Township “observed” holiday (which may not be on the date of the actual holiday) as recognized in the collective bargaining agreement between the Employer and MAFF for full-time firefighters shall be paid time and one half (1 ½) the respective rate of pay for time worked on the holiday (0000 hours to 2359 hours). (See Appendix A).

- M. Under 9.10 Volunteer Events: The Union and the Employer recognize that the community occasionally requests the attendance and services of the Fire Department that are voluntary in nature. The Fire Chief or his designee will post such events on the bulletin board marked “Volunteer Activities” as soon as possible in order to provide advanced notice and opportunity to all fire fighters.

- N. Under 9.11 Hours Worked vs. Hours Paid: Under the Patient Protection and Affordable Care Act, PPACA, otherwise referred to as Health Care Reform or “Obamacare”, hours

LETTER OF UNDERSTANDING
Between
Michigan Association of Fire Fighters
And
Macomb Township

worked shall not be considered the same as hours paid when fire fighters are paid more money than for hours actually worked under the Agreement as found under Article 9.1 Pay Rates, Article 17 Grievance and Arbitration, Article 21 Physical Examination, etc.; and

5. The Employer is responsible for maintaining seniority lists under Section 10.2, Paid-on-Call Fire Fighters and Auxiliary Fire Fighters will have separate seniority group listings; and
6. For Auxiliary Fire Fighters only, Section 10.6 (H) shall read “The fire fighter is absent without leave, meaning he or she does not work stand-by duty nor attend any meetings/training for sixty (60) consecutive calendar days”; and
7. Under Article 20 Deferred Compensation, the Auxiliary Fire Fighter may voluntarily participate in the Employer’s 457(b) Deferred Compensation Plan; the Auxiliary Fire Fighter shall not be eligible to participate in OBRA as specified in Section 1.A(1); and
8. All firefighters covered under this Agreement are required to meet and maintain minimum performance requirements, under Article 23:
 - 1.A. Auxiliary Fire Fighters are required to meet and maintain minimum performance requirements in order to assure their ability to successfully respond to fire and rescue alarms and to support their fellow fire fighters in addressing the overall needs of the community at-large;
 - 1.B. Training Meetings: fire fighters must attend sixty-six percent (66%) of the monthly training meetings;
 2. Minimum performance requirements will be monitored on a quarterly basis. Any fire fighter, who fails to meet the minimum standards for training meeting attendance, will be subject to progressive discipline as specified in Article 25;
 3. A fire fighter who meets and/or exceeds minimum performance requirements for four (4) consecutive quarters will have any and all discipline received for minimum performance requirement infractions removed from their employment record;
 4. Fire fighters who are called to report for short-term Military Duty including Reserve status for any member of the United States Armed Forces for a period from one (1) day up to thirty (30) days shall complete and submit a Time-off Request form to be excused from: standby duty; attending business or training meetings; while on active and/or reserve duty in the United States Armed Forces from one (1) to thirty (30) days. The Time-off Request form must be submitted for Short-term Military Duty to the Fire Chief or his designated representative at least twenty-four (24) hours in advance of the time requested in order to allow for approval and manpower adjustments. At the end of Short-term Military Duty, the requesting fire fighter will provide the

LETTER OF UNDERSTANDING
Between
Michigan Association of Fire Fighters
And
Macomb Township

Fire Chief or his designated representative with a copy of his/her orders or other documentation substantiating the leave; and

9. The parties recognized that certain language does not apply to Auxiliary Firefighters specifically under 9.4, 9.5, 9.6, 9.8, 10.6.G, 12, 24, and 25.

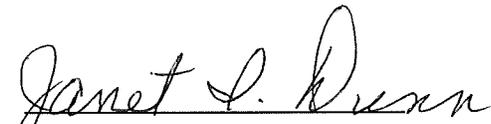
THEREFORE be it resolved, the Union and the Employer agree the terms of this Letter of Understanding. Furthermore, at this time, the Parties agree for the Township to employ up to sixty-five (65) Paid-on-Call Fire Fighters and up to twenty-five (25) Auxiliary Fire Fighters. Finally, the parties shall have the option to review and address such terms on or about July 1, 2015 and again on July 1, 2016.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this 11th day of December 2014.

2nd JG.
JFB

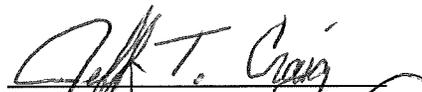
For the Township of Macomb:

For the Union:

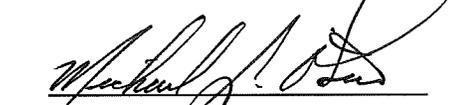

Township Supervisor


MAFF Labor Relations Specialist


Fire Chief


MTFFA President


Director, Human Resources


MTFFA Vice President

**LETTER OF UNDERSTANDING
BETWEEN
MACOMB TOWNSHIP FIRE FIGHTERS ASSOCIATION (MTFFA)
MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF)
AND
MACOMB TOWNSHIP**

This Letter of Understanding is made and entered into between the Township of Macomb (the "Employer") and the Michigan Association of Fire Fighters representing the Macomb Township Fire Fighters Association (the "Union")

Whereas: the Employer and the Union are parties to a Collective Bargaining Agreement in effect from July 1, 2013 through June 30,2017, and

Whereas: the Employer desires to introduce a new method for scheduling Stand-by Shifts. To facilitate the implementation of the new scheduling method and use of new software the Employer and Union agree to changes in Article IX and Article XXIII of the Agreement:

NOW THEREFORE, it is mutually agreed:

Section 9.2

- A. Stand-by information to be available through MTFD scheduling application/software only, use of a "spreadsheet" will be discontinued; and
- B. Stand-by Duty sign-up will be available through MTFD scheduling application/software; and
- D. Phone calls will no longer be made by the Employer to notify fire fighters of available "Stand-by" shifts. It will be the responsibility of the individual fire fighter to periodically check the MTFD scheduling site to monitor the availability of open "Stand-by" shifts. Notification will be highlighted on the MTFD scheduling application/software. If none of the denied/pending fire fighters or any eligible fire fighter(s) are unable to work the open shift, it will not be filled; and
- E. Shall no longer apply as the Employer is no longer making phone calls to offer open stand-by shifts; and
- F. The "Stand-by Duty Accumulation Sheet" will no longer be utilized, the scheduling application/software will track accumulated hours YTD; and
- I. The Employer shall post, on the scheduling application/software, a total YTD accumulation, up to and including the previous month; and

K. To be eligible to work "Stand-by" duty, the fire fighter must, at a minimum, have drive status to drive an engine; and

Section 23.4

To fall within the working parameters of the scheduling application/software, the amount of excused time off will be shown in total hours, three hundred (300) rather than days, twenty-five (25). Excused time off must be taken in twelve (12) hour blocks; and

Any request for time off will be submitted through MTFD scheduling application/software.

The Employer and Union agree to meet and assess the E-Pro Scheduling Program ninety (90) days after implementation.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this 21 day of October, 2015.

For the Township of Macomb:



Janet Dunn
Township Supervisor



Robert Phillips
Fire Chief

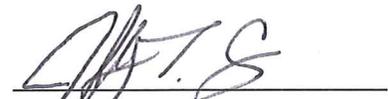


Thomas Esordi
Legal Counsel

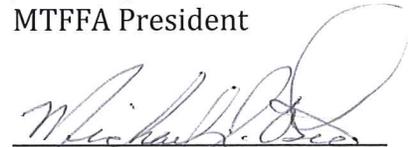
For the Union:



Joseph O'Connor
MAFF



Jeff Craig
MTFFA President



Michael O'Lear
MTFFA Vice President