

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
DECEMBER 17, 2018 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara _____	Trustee Miller _____
Clerk Wright _____	Trustee White _____
Treasurer Budd _____	Engineer Potter _____
Trustee Frazier _____	Attorney McCauley _____
Trustee Martin _____	Secretary Beaudry _____

CLOSED SESSION: The Township Board will go into closed session pursuant to MCL 8 (c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the Michigan Association of Fire Fighters contract for January 1, 2018- December 31, 2021.
2. Discussion on the appointment of Kevin Boyer, the reappointment of Juanita Jensen, the reappointment of Harry Roesch and the reappointment of Loretta Speaks as an alternate; all to the Board of Review with a term ending on December 31, 2020.
3. Discussion on the selection of Deere and Company to provide a HUV865M HVAC all terrain vehicle with salt spreader and snow plow blade for Van Buren Township’s Building and Grounds Department.
4. Discussion on a proposed sidewalk agreement between the Charter Township of Van Buren and Subaru Research and Development, Inc.

PUBLIC COMMENT:

ADJOURNMENT:

**NOTICE OF CLOSED SESSION
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
TO BE HELD AT
4:00 P.M.**

**PRECEEDING THE REGUARLY SCHEDULED
WORK STUDY SESSION**

ON MONDAY, DECEMBER 17, 2018

**TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111**

FOR THE PURPOSE OF DISCUSSING:

- 1. Pursuant to MCL 8(c) the Township Board will go into closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.**

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.

Charter Township of Van Buren

Agenda Item: _____

Work Study: December 17, 2018
 Board Meeting Date: December 18, 2018

REQUEST FOR BOARD ACTION

	Consent Agenda X	New Business	Unfinished Business	Public Hearing
ITEM (SUBJECT)	Michigan Association of Fire Fighters Contract (MAFF)			
DEPARTMENT	Public Safety (Fire)			
PRESENTER				
PHONE NUMBER	734.699.8900 ext. 9293			
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Treasurer Sharry Budd			

Agenda topic

ACTION REQUESTED:	
Consider Approval of MAFF Contract January 1, 2018- December 31, 2021	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Approval
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	<i>Daniel Selman</i> 

Michigan Association of Firefighters
&
Charter Township of Van Buren

COLLECTIVE BARGAINING AGREEMENT

January 1, 2017– December 31, 2020

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AGREEMENT

This AGREEMENT, made and entered into as of the _____ day of _____, 2018, by and between the CHARTER TOWNSHIP OF VAN BUREN, Michigan, a municipal corporation located at 46425 Tyler Road, Van Buren Twp., Michigan 48111, hereinafter called the "Employer" and the VAN BUREN FIRE FIGHTERS ASSOCIATION/MICHIGAN ASSOCIATION OF FIRE FIGHTERS (MAFF), located at 667 E. Big Beaver, Suite 109, Troy, Michigan 48083, hereinafter referred to as the "ASSOCIATION."

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining and other terms and conditions of employment with respect to rates of pay, wages, hours of employment, handling of disputes, and all other terms and conditions during the term of this Agreement of all Van Buren Fire Fighters below the rank of Deputy Public Safety Director/Fire.

ARTICLE I **PURPOSE**

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, benefits and working conditions of employees of the Employer covered by this Agreement, and that all such understandings be written to be mutually binding. The agreements concerning wages, benefits and working conditions expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Employer without limit or exception including but not limited to Employer Pension Programs, Wage Statements, Fringe Benefits Statements or Employee Personnel Booklets. All employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Association.

ARTICLE II **MANAGEMENT RIGHTS**

It is recognized that the government and management of the Township, control and management of its properties, and the maintenance of municipal functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility, except as limited by law. Nothing in this Agreement shall be construed as to limit or impair the right of the Employer to exercise its own discretion in all of the following matters. Such rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are: All rights involving public policy, the rights to decide the number of employees, to create or eliminate positions, work normally performed within the unit, the right to hire, lay-off, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to make such reasonable rules and regulations not in conflict with this Agreement as it

may from time to time deem best for the purposes of maintaining order, safety and/or effective operations, and after advance notice thereof to the Association and employees, to require compliance therewith by employees; the right to discharge or discipline for just cause and to maintain discipline and effectiveness of employees; to make and change rules, regulations, and orders which are not inconsistent with the terms and provisions of this agreement; the scheduling of work, methods of departmental operations, the selection, procurement, designing, engineering, purchasing, and control of equipment, supplies and materials, the right to determine the size of the management organization, its functions, authority, amount of supervision, table of organization; to develop and amend Mutual Aid Agreements with other agencies and organizations, to determine training requirements and training methods, and the right to contract for services by others. The Employer shall have all other rights and prerogatives, except those rights, powers, functions and prerogatives that are limited by law or by specific provisions of this Agreement.

ARTICLE III **ASSOCIATION SECURITY**

SECTION 1 The Employer and the Union agree they will not discriminate against any employee because the Employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer or the Union discriminate against any Employee who chooses not to be a member of, or to pay dues/fees to the Union.

SECTION 2 Upon being hired, a new member of the bargaining unit will be offered the choice to join or not join the Union. If an Employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees to become effective the first payday of the month following the Employee's completion and submission of the dues authorization form.

SECTION 3 All dues authorization forms shall comply with respective State and Federal Laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions until such deficiency is corrected.

SECTION 4 If the Employee chooses to withdraw his/her dues authorization, the Employee shall notify the Employer and the Michigan Association of Fire Fighters in writing on the form provided by the Union. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn.

SECTION 5 Should an Employee opt-out of Union membership, his/her return to Union membership shall be at the sole discretion of the Michigan Association of Fire Fighters.

SECTION 6 The Parties agree that should the right to work legislation be overturned or modified by the State of Michigan, the Parties will meet and bargain over amending this section of the Collective Bargaining Agreement.

ARTICLE IV
ASSOCIATION DUES AND FEES

SECTION 1 – AUTHORIZATION CARD AVAILABILITY. Association authorization forms shall be made available to new employees by the Employer as part of the hiring-in process together with a form of notification to new employees of immediate requirements having to do with Association membership pursuant to this Collective Bargaining Agreement. The Association authorization forms, when signed, are to be promptly delivered to the Michigan Association of Fire Fighters.

SECTION 2 – NAMES OF EMPLOYEES. Sixty (60) days after the effective date of this Agreement, the Employer shall furnish a list to the Association of all employees covered by this Agreement and shall thereafter notify the Association of any additions or deletions to said list semi-annually.

SECTION 3 – CHECK-OFF. The Employer will deduct from the pay of any employee, Association or Non- Association, all current and past dues and/or initiation fees and/or service charges of the Association; provided, however, that the Association presents to the Employer authorizations, in the form attached hereto as Exhibit A, signed by such employees, allowing such deductions and payment to the Association. The Association will notify the Employer in writing of any past dues or initiation fees before the deduction is made. All deductions shall be made from the pay of employees for the first pay period ending in each calendar month. A check for all sums deducted under this Section shall be forwarded to the Michigan Association of Fire Fighters not later than the twenty-fifth (25th) of said month.

SECTION 4 - CHECK-OFF SCHEDULE. The Employer, on its own form, will furnish the Michigan Association of Fire Fighters, a schedule of names and amounts of deductions each month. Simultaneously, it will notify the Michigan Association of Fire Fighters of each employee's date of hire and other applicable and pertinent information concerning an employee that is laid-off, discharged, transferred to an excluded classification, quit, cleared for other reasons such as leave of absence, recalled, returned from a leave or rehired.

SECTION 5 – CHECK-OFF AUTHORIZATION. During the term of this Agreement, the Check-Off Authorization and Membership Form supplied by the Association shall be used for the purpose of dues and initiation fees.

SECTION 6 – AUTHORIZATION FOR AMOUNTS. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Michigan Association of Fire Fighters regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.

SECTION 7 - INDEMNIFICATION. The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article. The Association shall select legal counsel of their choice to represent either party

and also agrees to pay any and all costs of either party should any legal action arise associated with this Article.

ARTICLE V
ASSOCIATION STEWARDS

SECTION 1 The Association steward and/or MAFF representative 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 and the Association.

SECTION 2 The Association shall designate one (1) steward and one (1) alternate, for each Fire Station, from the employees' seniority list. The authority of the steward and alternate shall be limited to, and shall not exceed, the following duties and activities:

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

SECTION 3

A. Not more than three (3) members of the Association appropriately designated to perform Association work shall be placed on the run sheet for a period of not less than one (1) hour for any run they miss while fulfilling their responsibilities at contract bargaining sessions or grievance processing.

B. On-duty personnel may not attend contract negotiations or grievance hearings without prior notice to the Director of Public Safety or his or her designee.

SECTION 4 The Association shall notify the Employer of the names and titles of their representatives within one (1) week after their appointment. No representative will be permitted to act as such until the Employer is advised (in writing) that the person has become a representative.

SECTION 5 The Association, in contract negotiations, may be represented by not more than two (2) local Association representatives. In addition, the Association may be represented in contract negotiations by counsel and MAFF Association Representatives.

ARTICLE VII
PROGRESSIVE DISCIPLINE

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The Employer has the right to discipline and discharge Employees for just cause. Subject to this Article, every Employee will have the right to contest discipline in accordance with the procedure provided herein or in accordance with the grievance article.

SECTION 1 Investigations regarding any potential or alleged misconduct, actions, or omissions that may result in discipline for just cause will be completed as expeditiously as practicable. If disciplinary action is warranted, such discipline will be issued as soon as practicable after the completion of the investigation and the Loudermill hearing. No discipline will be implemented or incorporated into an Employee's file until the completion of the applicable procedures set forth above.

SECTION 2 In all cases when a supervisor has reason to believe that an Employee has committed acts warranting discipline and contemplates issuance of disciplinary action, the supervisor shall inform the Employee and allow the Employee the opportunity to have union representation to the extent required by applicable law. Exceptions to this procedure would be in situations where the Employee is absent without leave or by mutual agreement of the parties.

SECTION 3 Within five (5) days of the receipt of a complaint, infraction of policy and/or allegation of misconduct the employer shall have a preliminary/investigative meeting with the employee. In circumstances where the outcome could lead to disciplinary action, members shall be told in advance "if proven they violated departmental and/or medical Protocol or were negligent in their actions, they could be subject to disciplinary actions". No bargaining unit member shall be required to make any oral or written statement concerning any possible infractions of policy and/or misconduct until the bargaining unit member has been notified in writing the nature of the allegation. Bargaining unit members are expected and required to be truthful and forthcoming with all facts in an investigation. Bargaining unit members found to have not been completely truthful and forthcoming shall be disciplined up to and including termination.

Bargaining unit members may request a Steward or Union Official to be present while writing the statement and confer with the Steward or Union Official with regard to the written statement. Bargaining unit members shall not be required to add or delete information to/from a written statement at any time.

SECTION 4 The principles of corrective and progressive disciplinary action shall be used for non-probationary employees, but severe discipline, including discharge, may be appropriate for infractions or conduct of a serious nature. The following disciplinary steps exist, but do not preclude the Employer from skipping steps due to the facts, incident, severity, or seriousness of the alleged allegations

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Step 1. Verbal/Written Warning

Step 2. Written Discipline

Step 3. Written Discipline with or without Suspension (or demotion if applicable)

Step 4. Termination

SECTION 5 The Department may conduct informal counseling sessions concerning minor misconducts, actions, or omissions. Such counseling sessions will not be considered disciplinary action, but the substance of the counseling session may be reduced to writing and added to an Employee's file for up to one (1) year.

SECTION 6 Any Employee who is discharged will have the right to appeal his or her discharge to arbitration. Where a decision is made to discharge an Employee, that Employee may be suspended without pay pending the outcome of the disciplinary process.

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ARTICLE VII
GRIEVANCE PROCEDURE

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SECTION 1 A grievance is an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted in accordance with the following Grievance Procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Association. Either party to the Agreement, an employee or group of employees, or the Association on behalf of a group of employees may file a grievance.

SECTION 2 All grievances shall be handled in accordance with the following steps:

STEP 1. Prior to filing a formal grievance, the employee, or his/her steward, shall attempt to settle the grievance at the department level. If the parties are unable to informally resolve the matter, a formal written grievance including a detailed statement of the nature of the violation of the contract alleged, citation of the specified articles and sections of the contract involved, together with the facts giving rise to the grievance and the relief requested, will be signed by the aggrieved and filed within ten (10) calendar days of the occurrence or knowledge of the occurrence out of which the grievance arises, or within ten (10) calendar days after the aggrieved should have reasonably been aware that an incident occurred that gave rise to the alleged violation.

STEP 2. The written grievance shall be submitted to the Director of Public Safety or his designee. The Director of Public Safety or his designee shall return a written answer to the aggrieved and the Association Steward within ten (10) calendar days. The Director of Public Safety shall return a written answer to the employee and steward and the Township Negotiation Liaison to the Fire Department, within seven (7) calendar days of the conference.

If the grievance is not resolved at Step 2, or the Employer fails to answer the grievance in the prescribed time, the grievance will automatically advance to Step 3.

STEP 3. In the event the decision rendered in Step 2 is not satisfactory to the aggrieved employee, either the aggrieved or the Association (on behalf of the aggrieved) may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Services or the Michigan Employment Relations Commission. The request for a list of arbitrators and the list submitted by the Federal Mediation and Conciliation Services shall be confined to arbitrators residing in the State of Michigan. Said list shall contain the names of at least seven (7) arbitrators. The hearing shall be conducted in accordance with the voluntary rules and regulations of the American Arbitration Association. In discharge or discipline matters, the arbitrator shall have the authority to determine guilt or innocence and assess degree of penalty. The arbitrator shall have no power or authority to alter, amend, add to or subtract, from the terms of this Agreement. The Arbitrator's decision shall be final and binding on both parties and the cost of any Arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expense of its own witnesses.

SECTION 43 All claims for back wages shall be limited to the amount of wages that the aggrieved employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the aggrieved may have received from any source other than employment held prior to the suspension or discharge during the period in question.

SECTION 54 If, at any step of the grievance procedure, the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration. If the Employer fails to answer the grievance within the prescribed time limits, the grievance shall automatically advance to the next step of the grievance procedure, unless the next step is arbitration.

SECTION 65 During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, subject to both parties and the arbitrator acting in full compliance with the requirements of the Open Meetings Act, being Act 267, PA of 1967, Section 15.261, et seq, MCLA, to the degree any of the provisions thereof are applicable.

SECTION 76 An agreement reached between the Employer and the Association is binding on all parties affected and cannot be changed by any individual.

SECTION 87 There shall be no reprisals of any kind by the Association or the Employer taken against the grieving employee, any party in interest, the steward, or any other participant in the procedure set forth here by reason of such participation, but the foregoing shall not be interpreted to mean that the Employer waives any discipline of the grieving employee for the transactions or occurrences of which the grievance arose.

SECTION 98 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file kept by the ~~Township Clerk~~ Personnel Director.

SECTION 190 Any disciplinary action taken against probationary employees shall not be subject to the Grievance Procedure.

SECTION 410 Whenever a member of the Association is under investigation or subject to examination or questioning by a commanding officer for any reason which could lead to disciplinary action or charges, such investigation or questioning shall be conducted under the following conditions:

- A. The Employer will advise both the Association and the accused employee of all allegations prior to any questioning when a complaint has been lodged against him or her. The accused employee may elect to have an Association representative present at the time of questioning.
- B. The questioning shall be conducted on an as needed basis.
- C. The member under investigation shall be informed of the nature of the investigation prior to any questioning.
- D. The member under investigation shall not be subjected to nor use abusive language. No promise or reward shall be made as an inducement to answer any questions, nor shall his/her name, home address or photograph be given to the press or news media without his/her consent.
- E. If the member about to be questioned is under arrest or likely to be placed under arrest as a result of the questioning, the member shall be completely informed of all his/her constitutional rights (including Garrity) prior to the commencement of any questioning.
- F. In appropriate circumstances, a member may be suspended without pay, pending official action and/or investigation.
- G. No member of the Association shall be required to subject himself/herself to a polygraph examination.
- H. No member of the Association shall be subjected to disciplinary action for failure to reveal his/her testimony while appearing before a State or Federal grand jury at which the member presented testimony under oath and has been sworn to secrecy.
- I. With the exception of information obtained based upon the promise of confidentiality; the Employer shall provide the Association with all documentation relied upon to take disciplinary action

SECTION 121 When imposing discipline the Employer can only take into consideration previous discipline that has occurred within the last three (3) years unless the employee receives any additional discipline and then the three (3) year period runs from the date of the last discipline.

SECTION 132 If the tenth (10) day of any step falls on a Saturday, Sunday, or holiday, the time frame will be extended to the next regular business day.

ARTICLE VIII
SENIORITY

SECTION 1 – DEFINITION

A. Seniority shall be determined as the length of service from the last date of hire. Employees shall acquire seniority upon successful completion of their probationary period which shall date from the original date of hiring.

B. Those hired without Firefighter I/II and/or an Emergency, Medical Technician–Basic license shall have up to eighteen (18) months to complete Firefighter I/II, Emergency Medical Technician – Basic, Hazardous Material Operations, Driver Training Certification, and in-house probationary training program, which may be extended upon agreement between the Union and the Employer. The probationary program for those hired without those certifications will be ~~two one (1) year~~ which will start once the certifications are attained ~~from being certified for duty crew.~~

C. Those employees hired with Firefighter I/II and an Emergency Medical Technician–Basic license shall obtain Hazardous Material Operations and Driver Training certifications and successfully complete the in-house probationary training program within twelve months of hiring. ~~The probationary program for those hired without those certifications will be one (1) year from being certified for duty crew.~~

D. When mitigating circumstances occur, such as the availability of classes, the Deputy Public Safety Director/Fire may extend probationary periods for up to six (6) months at his/her discretion. During the probationary period the employee shall work at the will of the employer and may be terminated with or without cause.

E. Probationary Firefighters will be represented by the Association for collective bargaining purposes only, not for any discipline or discharge proceeding or in any other matter, and shall work at the will of the Employer.

F. There shall be no seniority amongst probationary firefighters.

G. The Employer shall have no responsibility for the re-employment of a laid-off or discharged probationary employee.

SECTION 2 – MAINTENANCE OF LISTS. The Employer shall maintain up-to-date seniority and rate records for all employees. The Employer will notify the Association, in writing, of any changes in, or additions to, such seniority and rate lists annually and the Association will have five (5) working days to challenge said change or addition.

SECTION 3 - BREAKING TIES IN SENIORITY. In the case of two (2) or more employees achieving seniority on the same day, seniority shall be determined by lottery.

SECTION 4 - LAYOFF AND RECALL. The word "layoff" means a reduction in force. When layoffs occur, the following procedures will be applicable:

- A. Auxiliary Fire Fighters shall be laid-off first.
- B. Employees shall then be laid-off in accordance with their seniority, beginning with the least senior employee.
- C. When increases in employment occur, seniority employees, in a reduced status, shall be recalled first in order of their seniority, highest seniority first.
- D. Any and all Auxiliary Fire Fighters, beginning with probationary firefighters and in reverse order of seniority, shall be laid off prior to any other non-auxiliary members being laid off.

SECTION 5 – LAYOFF NOTICE. In the event of a layoff, employees shall be given (7) seven days notice of layoff. An employee on layoff shall be given seven (7) days notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed, in writing, and mailed first class to the address last provided to the Employer by the employee. The Employer shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

SECTION 6 – LOSS OF SENIORITY. An employee shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

- A. The employee quits;
- B. The employee is discharged for just cause and the discharge is not reversed.
- C. The employee obtains a Leave of Absence under false pretenses or fails to report to work within three (3) working days after expiration of an approved Leave of Absence, unless a satisfactory reason for such failure is given;
- D. The employee retires;
- ~~E.~~—The employee is laid off for a period of two (2) years or the length of Departmental seniority, whichever is less.

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ARTICLE IIX
NON-BARGAINING UNIT EMPLOYEE

SECTION 1 Non-Association employee shall not perform work regularly assigned to an employee covered by this Agreement which will deprive said employee(s) of his/her regular job.

ARTICLE IX
SAFETY

SECTION 1 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 law or NFPA guideline, which is not superior or represents a higher degree of safety. It is recognized that it may be impractical to comply with all NFPA guidelines and nothing herein shall be construed to require compliance therewith.

SECTION 2 It shall be the right of each employee to be protected by an effective occupational safety and health program and to participate or be represented in the research, development, implementation, and enforcement of the program. This shall be achieved by:

- A. The establishment of an Occupational Safety and Health Committee who shall serve in an advisory capacity to the Director of Public Safety on safety issues and concerns, identifying hazards and developing suggestions to correct the problem. The committee should provide liaison between labor and the department management.
 - 1. The committee shall be comprised of two (2) fire fighters from each station and one (1) person appointed by the Employer and shall be maintained for the purpose of conducting regular safety meetings. Committee meetings shall be held as often as necessary to deal with the issues confronting the group. A written summary of each meeting shall be prepared by the designated safety officer, with approval of the Director of Public Safety and posted in a conspicuous place at each fire station so that all members may be aware of issues under discussion and actions that have been taken or an explanation of why they may not be implemented.
- B. Establishing and maintaining a reporting system for the purpose of identifying unsafe or unusable, not immediately repairable, supplies and equipment. The system shall include the labeling with a tag "OUT OF SERVICE", date and a short description of the problem.

The identified supplies and equipment shall be kept separate and remote from any safe and usable items.

- C. An effective accident reporting system which will allow corrective measures to be taken to correct an unsafe act and/or unsafe condition. The purpose is not to establish blame but to maintain a safe environment and to prevent a similar occurrence in the future.
- D. The Employer will provide required protective clothing and equipment and will ensure that it is maintained in accordance with manufacturers' instructions.
- E. The Employer may require (or a fire fighter may request) Critical Incident Stress Debriefing after duty related incidents causing a high degree of stress due to deaths or injuries of citizens or fire fighters. The Employer shall be responsible for choosing the provider of this service.

SECTION 3 In the event a member shall claim the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the member shall be required to report the alleged equipment defect to the immediate attention of his/her supervisor, in writing, with a copy to the designated Fire Department Safety Officer. If the reported complaint is not satisfactorily resolved by the supervisor, the member may exercise his/her right by direct recourse to the grievance procedure as provided for in this Agreement.

SECTION 4 All grievances and disagreements relating to this Article shall be instituted at Step 2 of the grievance procedure.

ARTICLE XI **MUTUAL AID AGREEMENTS**

The Association and the Employer recognize the importance and necessity of mutual aid agreements. It is also agreed that abuses should not occur in the implementation and response of said mutual aid agreements. It shall be the sole determination of the mutual aid governing body to determine whether or not any abuses of mutual aid have occurred.

ARTICLE XII **GENERAL**

SECTION 1 A copy of this Agreement shall be made electronically available by the Employer to all firefighters and the Association.

The Employer shall allow the Association to schedule Association meetings for its members on the Employer's property. Such meetings shall not be disruptive of the duties of the employees or the efficient operations of the department.

The Employer shall provide a bulletin board in each fire station for use of employees to post

Association notices and information pertaining to the fire department. These bulletin boards, or any other Association communication posted thereon, shall not be disturbed by any official of the Township. The president of the Association or his/her designee shall be responsible for the content of the matter posted on said bulletin board.

The Association agrees to only post notices concerning elections, meetings, reports and other official Association business, and notices of social and recreational activities. The Association agrees that it will post no matter which is against the interest of the Employer's operation. The Association agrees that in no event shall such notices be politically partisan, derogatory or critical of the Employer, or the Employer's officers, agents, supervisors, employees or departments, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

It is further agreed that all notices including those posted by the Association as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

SECTION 2 An employee shall be permitted to review his/her personnel file and to take such other action as provided for in accordance with the Bullard-Plawecki Employee Right-To-Know Act, MCLA 423.501, et seq.

SECTION 3 Paychecks will be distributed on the basis of the current established practice for full-time Township employees.

A copy of all memos will be given to the president of the local Association.

Nothing in this agreement shall be construed as to prevent, impair, or limit a fire department supervisor including Sergeants, Lieutenants, Captains, and Battalion Chiefs to supervise, provide leadership, or discipline in any manner consistent to effectuate the rules, regulations, policies, and procedures of the Van Buren Fire Department.

No member of the Association will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

The Employer shall defend and hold harmless a member against whom a claim or civil suit is brought by third parties (who are not members of the fire department) for any act, action or omission, arising in the course of his/her employment.

All personnel shall follow the chain of command.

Employees directed or required to use their own vehicle for purposes related to their employment (excluding trips to report to and from the fire station or the Township municipal offices) shall be compensated for mileage at the rate currently in effect by the IRS for use of a personal vehicle. All requests for reimbursement shall be documented and supported in accordance with the Employer's reimbursement policy. The Employer's obligation for damages received by an employee's privately owned vehicle that is registered in accordance with Act 300, P.A. of 1949 as amended, shall be

limited to the reimbursement of the deductible amount of the employee's insurance coverage, not to exceed the sum of \$500.00, provided that the employee is not negligent in the operation of the vehicle. The employee must show proof that the vehicle was repaired and a police accident report must be submitted to the Director of Public Safety or his designee.

There are no understandings or agreements or past practices which are binding on either the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association as either an amendment to this Agreement or a letter of understanding signed by both parties.

The Association agrees that at no time will it solicit or collect monies of any kind on Employer time without permission of the Director of Public Safety or his or her designee.

Fire Fighters may ask for a review of any department policy or procedure by submitting said request in writing through the proper chain of command.

All non-full-time and permanent part-time employees covered under this Agreement are considered "paid-on-call" or auxiliary fire fighters. There is a reasonable expectation for paid-on-call fire fighters to respond to incidents outside of the scope of the Duty Crew's abilities and provide assistance as needed. In the interest of incident stabilization paid-on-call fire fighters hired after ratification may not maintain a primary residence greater than ten (10) miles from the border of Van Buren Township.

**ARTICLE XIII
DUTY CREW**

SECTION 1

All Duty Crew eligible Association members shall work four (4) duty crew shifts every calendar month unless on approved leave of absence.

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SECTION 24

Staffing for each of the time periods shall be accomplished by having Union members sign their name on a calendar indicating the particular dates and times that he/she prefers to work and the dates and times that he/she is available as an alternate. The calendar shall be distributed to employees on the first (1st) of the previous month. Calendars are to be returned to the Employer by the tenth (10th) of the previous month at 4:00 p.m. Actual assignments shall be posted by the 15th of the previous month.

The assignments shall be made based upon an equalization procedure, which takes into account seniority and the total number of hours worked in any capacity as a member of the Department of Public Safety. However, members of the Department of Public Safety shall be allowed to select and work five (5) duty crew shifts per month before their non-Fire Department hours will be counted towards equalization and before the Township's policy of working no more

than eighteen (18) hours per day in the Public Safety Department shall be enforced. These exceptions shall not be used as justification to violate any language provision in any other Public Safety Department collective bargaining unit agreement. Department of Public Safety employees may be scheduled to work any unfilled open shifts to avoid violations of Article XXIII, Section 3.

Probationary employees may be assigned at the discretion of the employer. A qualified probationary member is defined as being certified in Cardiopulmonary Resuscitation/Automatic External Defibrillator, Firefighter II, Hazardous Materials Operations, Emergency Medical Technician, and Michigan Fire Fighter Training Council Driving.

It is understood by the Township that scheduling conflicts can and will occur with regard to the scheduling of duty crew individuals. The Township shall have the right to cancel a duty crew for a particular date and shift if it cannot be filled with two (2) individuals. If the cancellation is seven (7) days or more in advance, the member that could have worked shall not be entitled to any compensation. If the cancellation is five (5) to six (6) days in advance, the member that could have worked shall be compensated for two (2) hours at the corresponding rate of pay. If the cancellation is three (3) to four (4) days in advance, the member that could have worked shall be compensated for four (4) hours at the corresponding rate of pay. If the cancellation is two (2) days in advance, the member could have worked shall be compensated for six (6) hours at the corresponding rate of pay. If the cancellation is one (1) day or less in advance, the member that could have worked shall be compensated for the entire shift at the corresponding rate of pay.

SECTION 32

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The Township may have one (1) individual work the duty crew without canceling the assignment. The member shall not, however, be required to respond to any calls for service alone. If alone, the member shall make the necessary preparations to respond as soon as another member arrives or request Dispatch to send the appropriate resources for assistance.

Union members shall be limited to working in a duty crew capacity for a maximum thirty-six (36) hours a week, with a maximum of 129 hours a calendar month, in an attempt to avoid any outstanding Fair Labor Standards Act (FLSA) issues as a result of employees responding to calls for service when not in a duty crew capacity and being employed by the Township in other capacities, the hours of work shall be based upon a 14-day (106 work-hour cycle) for any and all hours actually worked.

The rate of pay for individuals working on the duty crew shall be those wages delineated in Article XVI, Section 1 of the contract.

When serving as a duty crew member on an actual holiday delineated in Article XXII, Section 1(D), individuals shall be compensated at time and one-half (1.5) the corresponding rate of pay. ~~Each participating member shall be provided with two (2) additional long-sleeve shirts, and pants. In addition, the Township shall provide appropriate outerwear.~~

SECTION 43

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The Township and Union agree that the implementation of the duty crew program is an enhancement of services provided by the Fire Department. The duty crew program is subject to modifications that are deemed necessary by the Employer and implemented within the confines of the collective bargaining agreement. The Township will staff the department with five (5) duty crew employees, the fifth being a supervisor, for 24 hours per day, whenever possible.

**ARTICLE XIVIII
LEAVES OF ABSENCE**

SECTION 1 - GENERAL INFORMATION. Employees under agreement may be granted a leave of absence, as specified herein, upon prior request. It shall be approved by the Director of Public Safety, ~~or~~ or his/her designee, and be subject to the following regulations:

- A. Such leaves shall not be granted for more than six (6) months unless otherwise specified.
- B. An employee granted a leave of absence shall be restored to his/her position on the expiration of the leave, or, if approved by the Employer before the expiration thereof, without loss of seniority.
- C. In the event such employee's position shall have been abolished in the meantime he/she shall be returned in the following manner:
 - 1. If there is a probationary employee serving in a position of the same job classification in the department in which the individual was formerly employed, the probationary employee shall be separated and the returning employee appointed to the position.
 - 2. If there is no probationary employee in that job classification or position in the department in which the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from leave be placed on the re-employment list, the names shall be arranged in order of seniority.
- D. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Requests shall be filed at least fourteen (14) days prior to the requested starting date, except in cases of emergency.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be subject to disciplinary action up to and including termination.

- F. Failure to return to work on the exact date scheduled may be cause for disciplinary action up to and including termination.
- G. No employee will be granted a leave of absence for the purpose of obtaining employment elsewhere. However, for purposes of obtaining full-time employment wherein an employee is unavailable due to training or other similar requirements, the Employer may grant a leave not to exceed (6) months.
- H. At its expense, the Employer may cause any employee who requests any type of medical or sick leave to be examined by a medical doctor of the Employer's choosing. The Employer also reserves the right to have an employee examined by a physician of the Employer's choice during a medical leave and/or after said leave of absence. Employees returning from a leave of absence may also be subjected to a drug screen prior to return to full status work.
- I. Before returning to work, the employee must be certified by his/her attending physician as ready and able to return to his/her full work assignment if the leave of absence was granted for medical reasons.
- J. In the event that there is a difference of opinion between the Employer's physician and the physician of the employee as to the employee's fitness for duty, the physicians from each party shall select an impartial third physician whose opinion shall be binding upon the parties. The cost for the third physician's services shall be shared equally by the Employer and the employee.
- ~~J. All Duty Crew eligible Association members shall work four (4) duty crew shifts every calendar month unless on approved leave of absence.~~

SECTION 2 – LEAVE DEFINITIONS AND TERMS

ASSOCIATION LEAVE. Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the Employer may at the written request of the Association, receive a non-paid leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. No more than one (1) employee shall be off on leave under this section at any time. Association leave shall be subject to the provisions of Article XII, Section 1, A, B and C.

GOVERNMENTAL APPOINTMENT LEAVE. Any member of the Association may, at the sole discretion of the Employer, be given a non-paid leave of absence to accept an appointed governmental job. Said leave shall be renewable at the sole discretion of the Employer.

MILITARY/RESERVE LEAVE. Any employee active in the Military Service of the United States of America (at the time of appointment) shall be granted a non-paid leave of absence for training or other military related special occurrences.

PERSONAL LEAVE. Employees under this contract may be granted a personal leave of absence without pay. Such leaves may not be granted for more than six (6) months unless otherwise specified. Personal leaves shall be subject to the provisions of Article XII, Section 1, A, B and C.

SICK LEAVE. Any employee who is ill and whose illness is supported by satisfactory medical evidence will be granted an unpaid sick leave of absence for an appropriate period of time, not to exceed six (6) months. Sick leaves must be requested before the leave commences, unless there is an emergency situation which prevents the employee from contacting the Employer, in which case the employee will submit medical evidence as soon as the employee is able. Where supported by medical proof, sick leaves may be extended for additional days as necessary but not to exceed two (2) years. In event the leave of absence is extended beyond six (6) months, the employee shall be responsible for contacting the Director of Public Safety or his/her designee not less than every thirty (30) days during the term of the leave for the purpose of a status report on the medical condition.

OUTSIDE EMPLOYMENT RELATED LEAVE. Any employee requesting a leave of absence as a direct result of his/her full-time outside employment, shall be granted such leave upon documentation of need from said outside employer.

WORKER'S COMPENSATION LEAVE. A worker's compensation leave shall be defined as a leave required as the result of the employee incurring a compensable illness or injury related to or during the course of his/her employment as a township fire fighter. An employee, upon becoming aware of injury or illness, shall report any illness or injury to a supervisor.

MATERNITY LEAVES. Said leave will be granted in accordance with Federal and State Regulations. When an employee learns that she is pregnant, she shall furnish the Director of Public Safety or his designee with a certificate from her physician stating confirmation of the pregnancy and the approximate date of delivery. Beginning with the fifth month of pregnancy, and every month thereafter prior to delivery, the employee shall provide a written statement from her physician to reflect her current physical condition and also her ability to continue her employment during pregnancy. The Employer will grant a leave of absence for maternity reasons upon written request and proper certification from the employee's physician. Leave may be extended if such request is made and supported by the employee's physician statement that the employee is unable to return to work due to illness.

SICK AND ACCIDENT BENEFITS – PAID-ON-CALL. The Employer will provide eligible paid-on-call employees with Fifty Dollars (\$50.00) of weekly benefits for a period of twenty-six (26) weeks providing the employee does not receive sickness and accident benefits from another source. Employees will be eligible for benefits on the first day of disability due to an injury; the first day of hospitalization; and on the eighth day of disability due to sickness.

After three (3) days absence due to such illness or injury, upon the Employer's request, an employee shall provide to the Employer a statement from a Doctor verifying illness. At its expense, the Employer may cause any employee receiving benefits under this Section, to be examined by a medical doctor of the Employer's choice during said period of benefit.

ARTICLE XIV
CLOTHING

SECTION 1 It is the responsibility of the Employer to supply one (1) long sleeve shirt, one (1) short sleeve shirt, one (1) belt, one (1) pair of pants and appropriate outerwear to a new hire employee. Upon successful completion of probation, the employee will receive two (2) additional long sleeve shirts, two (2) additional short sleeve shirts, two (2) additional pants, one job shirt, if available, a baseball cap, if available and a jacket.

SECTION 2 During the life of this Agreement the Employer will pay to each member of the Association a uniform allowance of two hundred dollars (\$200.00) per year between July 1 and August 1.

SECTION 3 If a uniform is damaged in the line of duty so as to render it unfit, or if the item needs replacement due to normal wear, the Employer will replace it without cost to the employee. However, if the Employer can prove that the employee intentionally damaged the uniform, then the employee shall pay for its replacement.

SECTION 4 Providing that a fire fighter is acting in accordance with established procedures, the Employer will pay up to one-hundred dollars (\$100.00) towards the replacement of any personal clothing, glasses, watches or rings lost or damaged during an emergency call. A written claim must be submitted to the Director of Public Safety or his/her designee within five days of the loss. The claim must include a written report setting forth the circumstances under which the loss occurred, along with information on the cost of the loss and replacement. Township will respond to the claim within five business days.

SECTION 5 No member shall wear any portion of his official uniform or any official insignia indicating that the member is authorized to represent or speak on behalf of the Township while engaging in any political activity or speaking at a public forum or event without the prior approval of the Director of Public Safety or his or her designee.

ARTICLE XVI
EDUCATION

SECTION 1

A. Employees required by the Employer to attend any school shall receive the established hourly rate during schooling. However, during schooling, the employee shall not be entitled to overtime pay.

B. Probationary employees will receive hourly pay during Firefighter I/II Hazardous Material Operations, Driver, or Emergency Medical Technician – Basic training.

SECTION 2 The Employer will provide tuition, related reasonable expenses, required textbooks and transportation for required schooling. In the event the employee is required to provide transportation, the employee shall be reimbursed at the established rate for necessary trips to and from the school site.

SECTION 3 Training shall be assigned upon departmental need, employee availability and skill level. Any employee desiring to attend a school or seminar shall submit a request in writing to the Director of Public Safety or his designee. The cost of said school or seminar shall be paid by the Employer.

SECTION 4 Upon completion of any course, a permanent record of same shall be placed in the employee's service jacket.

SECTION 5 Instructors approved and assigned by the Director of Public Safety or his designee shall receive one (1) hour preparatory time at the established training rate for each new lesson plan. Requests for additional time must receive prior approval.

SECTION 6 **FTO officers shall receive one (1) additional hour per shift that he/she serves as an FTO.**

SECTION 7 An Employee may submit to the Director of Public Safety a written request to attend approved courses. Such request may include (if applicable) portions of days or whole days. If permission is granted by the Director of Public Safety and at least two of the full time members of the Township Board for the employee to attend the course(s), the employee, upon successful completion of said course with a grade point average of 2.0 or higher, shall be reimbursed for the costs of tuition, books and fees in connection with the course.

Tuition reimbursement shall be limited to three (3) bargaining unit members per calendar year with a maximum of \$2,200 per employee per year for a maximum of sixty-six hundred (\$6,600) dollars per year. Requests for tuition reimbursement must be submitted by July 1st in the calendar year prior to attendance. Approval is given on a first come first served basis. If approved, the employee shall be approved for tuition reimbursement the entire calendar year. Employees shall be eligible to reapply every year. The employer shall engage in a good faith effort to approve tuition reimbursement requests when funding is available. Tuition reimbursement is available for associate, bachelor or masters degrees.

ARTICLE XVII **PROMOTIONS**

SECTION 1 The Association and the Employer agree to utilize the promotional procedure as set forth in the department's policies and procedures, for paid on-call Sergeants, Lieutenants, Captains, and Battalion Chiefs. However, the Employer reserves the right to unilaterally change the procedure provided that notice of change has been served upon the Association seven (7) days prior to its implementation.

- A. Any employee promoted to the rank of Sergeant, Lieutenant, Captain or Battalion Chief shall serve a probationary period of six (6) months. The employer shall have the discretion with or without cause to return the employee to his or her former position at any time during the probationary period and the employee has the option in the six (6) month period to go back to their former position.

SECTION 2 If the Employer adds permanent part-time or permanent full-time positions to the Fire Department, such positions will be filled in the following manner:

- A. Employer shall determine job description and title of position(s) to be filled.
- B. Employer shall post, at each Fire Station, notice of job opening, title, requirements, and job description for the position(s) for a period of 14 calendar days.
- C. Each applicant will be given a formal application, complete an application the applicant must meet the minimum requirements as outlined in the notice of the opening and will return a completed application for the position(s) and accompanying resume within the 14-day posting period.
- D. Each applicant must pass a written test with a minimum score of 70% and complete an oral evaluation. The written test will account for 50% of the final score, the oral evaluation will account for 50% of the final score. The Employer shall select the written test administered and the participants on the oral evaluation panel. Successful applicants after the written test and the oral evaluation shall be further evaluated through the process of the internal assessment center and one member of assessment team must be of the rank being created. The Employer may subject permanent part-time or permanent full-time position applicants to a psychological evaluation by a licensed psychologist. If one applicant for a position is evaluated, all applicants for that position will be evaluated in the order of highest weighted score total, first to last. If the highest weighted scorer passes the evaluation and receives the recommendation of the evaluator, he/she will receive the position and remaining applicants will not be tested. In the case of more than one position, all positions will be filled in the same manner herein above set forth.
- E. The successful candidate will be the one with the highest weighted score total.
- F. In cases of a tie, the applicant with the highest seniority will be ranked first.
- G. If no qualified Association member applies for the position(s), or does not pass above-mentioned testing, then the position(s) may be posted externally. The Employer may place an Auxiliary Fire Fighter in the position based upon the above procedure only if no other member applies or does not pass the above-mentioned testing.

ARTICLE XVIII
WAGES & BONUSSES

SECTION 1 – RATE OF PAY.

The rate of pay for all hours worked or in training shall be the employee’s hourly rate per the schedule below. For any employee who is not Duty Crew authorized after the date of ratification of this Agreement, the rate of pay shall be as follows:

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CLASSIFICATION	CURRENT	7/1/14 (1.5%)	7/1/15 (1.5%)	7/1/16 (2.5%)	7/1/17 (2.5%)
FF (Probation)	\$12.75	\$12.94	\$13.13	\$13.46	\$13.80
FF (Duty Crew/ Up to 24 Months)	\$15.40	\$15.63	\$15.86	\$16.26	\$16.67
FF (24 Mo & 1 Day)	\$16.40	\$16.65	\$16.90	\$17.32	\$17.75
FF (36 Mo & 1 Day)	\$17.40	\$17.66	\$17.93	\$18.38	\$18.84
FF (48 Mo & 1 Day)	\$18.40	\$18.68	\$18.96	\$19.43	\$19.92

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This will be changed to reflect an increase of 3% year one, 3% year two, 1% year three and 1% year four

New hired employees who are required to obtain Firefighter I/II, Emergency Medical Technician - Basic, Hazardous Material Operations, Driver Training Certification and in-house probationary training or any combination of these shall be paid \$13.00per hour for hours worked while obtaining this training and or certifications. Once they have all been obtained the newly hired employee shall go to the applicable FF (Probation) rate of pay on the above scale.

Any and all hours worked less than an hour, shall be rounded up to the next hour.

There shall be no more than two (2) initial call-outs in one (1) hour. The hour commences when the first call-out is dispatched.

On the first regular pay day following approval of this Agreement by the Township and Union, full-time employees shall receive a one-time payment of \$300, and paid on call employees shall receive a one-time payment of \$250.

SECTION 2- OFFICER WAGES

The following wages are not to be paid to any officer who is paid under the blended rate agreement and are in lieu of an officer stipend.

Sergeants: 1% above the top Firefighter

Lieutenants: 3% above the top Sergeant

Captain: 5% above the top Lieutenant

Battalion Chief: 8% above the top Captain

SECTION 2 – PREMIUM PAY.

Employees who are a member of the Van Buren Public Safety Dive Team, Urban Search and Rescue Team, or a member of the Western Wayne

County Hazardous Incident Response Team, shall receive a fifty dollar (\$50.00) bonus to be paid once per year in a lump sum on December 1st. This amount will be prorated, if needed.

SECTION 4 – HOLIDAY PAY. Employees working the following holidays will be compensated at time and one-half of their regular rate for all hours worked on the holiday:

New Year's Day, MLK Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, Good Friday, Day After Thanksgiving, President's Day.

SECTION 5 – COURT APPEARANCES. In the event an off-duty employee is required to appear in court for township business, said employee will receive a minimum of four (4) hours pay.

SECTION 6 – PHYSICAL FITNESS. Employees are expected to be able to perform the physical demands of firefighting. Employees are to demonstrate their physical readiness to perform fire-fighting duties by attending an annual "physical fitness evaluation." This evaluation shall consist of various tests designed to measure a firefighter's physical abilities. The tests used will be determined jointly by the Fire Department's Safety Committee and the Employer. Each test will be scored on a Pass/Fail, time structure basis. Employees hired before November 1st of the preceding year shall be required to take the agility test. Employees shall have six (6) minutes to complete the test. Employees successfully completing the evaluation will receive a premium bonus of two hundred fifty dollars (\$250.00) annually payable in the month of December. Reevaluations will take place in thirty (30) days and the employee may be allowed to work at the Chief's discretion. Any employee directed to perform a Performance Improvement Plan (PIP) must complete one within six (6) months.

SECTION 7 – PERMANENT PART-TIME FIRE INSEPECTOR

A. Permanent Part-Time Fire Inspectors will be paid \$19.40 per hour for all hours worked in that capacity.

\$19.89 per hour effective 07/01/16

\$20.38 per hour effective 0/01/17

B. To qualify to work as a permanent part-time Fire Inspector the employee must:

1. Be a certified NFPA Inspector I and NFPA Fire Plans Examiner.
2. Be a certified State of Michigan Fire Inspector.
3. Be able to fill the posted job description.

- 4. Have attended a sixteen (16) hour basic Fire Investigation class or have the ability to successfully complete a future class as determined by the Director of Public Safety or his/her designee.
- C. Typical work hours shall be 8:00 am to 4:00 pm Tuesday, Wednesday, and Thursday but the part-time permanent Fire Inspector shall have the ability to work flexible hours in order to attend meetings or assist in the determination of a fire's origin or cause.
- D. While working as the permanent part-time Fire Inspector the Employer shall not allow or require the employee to work duty crew shifts.
- E. The permanent part-time Fire Inspector may respond to working structure fires after hours to assist in the origin and cause determination when authorized by the Director of Public Safety or his/her designee.
- F. In the event that no internal employee is eligible for the position the Employer maintains the right to hire from outside the Organization.

ARTICLE XVIII
LIFE INSURANCE

The Employer will provide life insurance to employees in the amount of \$10,500 including \$15,000 for accidental death and dismemberment. This shall be effective upon ratification by the parties and carrier acceptance. It is understood by the parties that in addition to the Life Insurance provided by the Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976.

ARTICLE XIX
WORKER'S COMPENSATION INSURANCE

The Employer shall provide worker's compensation insurance that is statutorily required for all employees covered under this agreement. Employee's hurt in the line of duty shall be compensated at eighty percent (80%) of the State of Michigan average weekly pay of a full-time Firefighter. If paid-on-call employees are employed full-time and are hurt in the line of duty as a paid-on-call Firefighter the Employer shall pay the difference between what Worker's Compensation insurance pays and the employees regular full-time pay while that employee is unable to work in a full-time capacity.

ARTICLE XXI
PHYSICAL EXAM

Every other year, the Employer will pay a maximum of one-hundred (\$100.00) dollars toward the cost of a physical exam for employees. Said exam will be performed at a location of the Employer's choosing and shall include blood work and a chest X-ray. No firefighter shall be

required to perform rescue or medical duties without completion of a Hepatitis B Vaccination Program or a signed release refusing the inoculations.

ARTICLE XXII **RETIREMENT**

The current practice shall continue whereby a firefighter is required to contribute a mandatory 3.5% of his or her salary toward his or her pension. The firefighter may elect to contribute an additional percentage of his or her salary as permitted by IRS guidelines. The Employer shall contribute ~~six~~eight percent (8%) toward a firefighter's pension.

ARTICLE XXIII **DRUG TESTING POLICY**

I. PURPOSE.

~~———— The purpose of this policy is to provide all personnel with notice of the provisions of the department drug testing program.~~

II. POLICY.

~~———— It is the policy of this Department that the critical mission of public safety justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.~~

~~———— The public safety profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a public safety employee's physical and mental health and, thus, job performance. Where public safety personnel participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity is destroyed. This confidence is further eroded by the potential for corruption created by drug use.~~

~~———— Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free public safety profession, this department will make use of a drug testing program to detect prohibited drug use by employees.~~

III. REASONS FOR TESTING

~~———— The Township's program includes the following types of drug tests:~~

~~A. Pre-promotional—testing an employee whom is selected for promotion.~~

~~A. Transfer—testing an employee whom is transferred to a job of a sensitive nature.~~

~~A. Return From Absences—The employer may test an employee whom has been off for over thirty (30) calendar days.~~

~~A. Based Upon Reasonable Suspicion—testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.~~

~~A. Follow-Up—testing as part of counseling or rehabilitation.~~

~~A. Applicant Drug Testing—Applicants shall be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug test or if a confirmed positive drug test indicating drug use prohibited by this policy.~~

~~A. Probationary Employee Drug Testing—Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order.~~

~~Orders for testing shall come from the Director of Public Safety. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.~~

IV. DEFINITIONS

- ~~A. Sworn Employee~~—Those employees who have been formally vested with the full powers and authority of their position.
- ~~A. Supervisor~~—Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- ~~A. Drug Test~~—The compulsory or voluntary production and submission of urine by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- ~~A. Reasonable Suspicion~~—Testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- ~~A. Probationary Employee~~—For the purposes of this policy, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.
- ~~A. MRO (Medical Review Officer)~~. The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.
- ~~A. Choice of Collection Facility and Testing Laboratory~~. The Employer and the Association agree that Beyer Hospital Occupational Health Division shall be the designated collection facility or any other facility that is mutually agreeable to the parties. The designated laboratory under this program must be a Smith Kline Bio-Science Facility.
- ~~A. Last Chance Agreement~~—A standard letter of conditions for continued employment that is offered by the Director of Public Safety, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.
- ~~A. Explainable Positive Result~~—A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

V. PENALTY

- ~~A. Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Department rules and~~

regulations, and may include discharge from the Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

- ~~A. An employee who refuses to comply with a drug test under this program shall be terminated from the Employer's service, subject to his/her right to the grievance procedure.~~

VI. DRUG TESTING PROCEDURES:

- ~~A. The testing procedures and safeguards provided in this policy, to provide for the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug tests. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.~~
- ~~A. Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested.~~
- ~~A. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer that may have led to a false positive test.~~
- ~~A. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.~~
- ~~A. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.~~
- ~~A. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his Association, prior to disciplinary action, should the original sample result in a legal or contractual dispute. The employee must request same within 72 hours of being notified in writing of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.~~

~~7.A. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician, and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative. Employees will, upon request, be given a copy of the completed form sent to the testing lab.~~

~~7.A. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to provide for the integrity of the second specimen.~~

VII. DRUG TESTING METHODOLOGY

~~7.A. The testing or processing phase shall consist of a two-step procedure:~~

- ~~1. Initial screening test~~
- ~~2. Confirmation test~~

~~7.A. The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMITS type. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.~~

~~7.A. A specimen testing positive will undergo an additional confirmation test. The confirmation procedure shall be of the gas chromatography/mass spectrometry method.~~

~~7.A. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phenylethidine, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.~~

~~7.A. Concentrations of a drug at a minimum of the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:~~

Initial Test Level (ng/ml)	
Marijuana metabolite.....	100
Cocaine metabolite.....	300
Opiate metabolites.....	300*
Phenylethidine.....	25
Amphetamines.....	1000
Barbiturates.....	300

~~*25ng/ml if immunoassay specific for free morphine.~~

~~Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmation CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:~~

~~Confirmation Test Level (ng/ml)~~

~~Marijuana metabolite..... 15*~~

~~Cocaine metabolite..... 150**~~

~~Opiates:~~

~~Morphine..... 300+~~

~~Codeine..... 300+~~

~~Phencyclidine 25~~

~~Amphetamines:~~

~~Amphetamine 500~~

~~Methamphetamine 500~~

~~*Delta-9 tetrahydrocannabinol-9- carboxylic acid~~

~~** Benzoyl cegonine~~

~~*25ng/ml if immunoassay specific for free morphine~~

~~Barbiturates 300~~

~~The Association will be notified of any changes in cutoff levels.~~

~~A. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.~~

~~A. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.~~

~~A. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.~~

~~VIII. CHAIN OF EVIDENCE — STORAGE~~

~~A. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.~~

~~A. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until pending~~

~~contractual or legal disputes are settled.~~

- ~~A. An employee having a positive test result shall receive a written notice from the Director of Public Safety stating said results. All pertinent information concerning the test will be made available to the affected employee upon his/her request.~~

~~IX. DRUG TEST RESULTS~~

~~All records pertaining to Department required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to provide for the acceptable performance of the employee's job duties.~~

~~X. REVIEW COMMITTEE~~

- ~~A. A review committee, including the president of the Association or a designated representative, shall be formed by the Director of Public Safety to review the Employer's Drug Testing Program on an ongoing basis and to make recommendations to the Director.~~
- ~~A. Any disputes concerning the interpretation or application of this program shall be subject to the grievance procedure. Grievances shall be initiated at the third step within the grievance procedure as indicated in the employee's current Collective Bargaining Agreement.~~

~~XI. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT~~

- ~~A. An employee whose drug test has been confirmed positive by the Medical Review Officer during testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.~~
- ~~A. Standard letter of conditions for continued employment (last chance agreement) must be signed by Employer and employee.~~
- ~~A. Employee must attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the Director of Public Safety or his designee. Employees shall be financially responsible for any costs associated with said rehabilitation program.~~
- ~~A. Employee must sign a form releasing any and all information to management as may be requested.~~
- ~~A. Employee must pass a medical examination administered by a medical facility designated by the Director of Public Safety prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.~~

- ~~1.A. Employee may be allowed to apply for a medical leave of absence if required, while undergoing rehabilitation.~~
- ~~1.A. Once authorized to return to duty, the employee must submit to periodic urinalysis as may be determined by the Director of Public Safety.~~
- ~~1.A. The employee shall be subject to the terms of this program for two (2) years after his/her return to work.~~
- ~~1.A. The employee must agree in writing that he/she will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.~~
- ~~1.A. Employee must be advised that he/she is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.~~

**ARTICLE XIV
LAST CHANCE AGREEMENT**

RE: _____

_____ Whereas, the above referenced individual was found guilty of violating the provisions of Departmental Drug Testing on _____, and;

_____ Whereas, the department will conditionally reinstate _____ to the position of _____, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Director of Public Safety and subject to the following terms and conditions being met and maintained;

_____ Now, therefore, it is agreed that the:

- ~~0.1. Employee must sign a form releasing any and all information to management as may be requested.~~
- ~~0.1. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source or program.~~
- ~~0.1. Employee must pass a medical examination administered by a medical facility designated by the Director of Public Safety prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.~~

- ~~1. Employee may be allowed to apply for a medical leave of absence if required, while undergoing rehabilitation.~~
- ~~1. Once authorized to return to duty, the employee must submit to a periodic urinalysis as may be determined by the Director of Public Safety.~~
- ~~1. Upon clearance by the medical facility designated by the director of public safety, _____ shall be returned to the department as a _____.~~
- ~~1. Once returned to duty, _____ will present himself/herself to the department's employee assistance program or authorized approved rehabilitation program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employees assistance program or approved rehabilitation source for a period of not more than two (2) years; agrees to sign appropriate forms releasing any and all information to the department as may be requested. Failure to follow the rehabilitation directives are grounds for discharge.~~
- ~~1. _____ shall submit to controlled substance testing at the discretion of the Director of Public Safety. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the Department.~~
- ~~1. (If applicable) the Association shall withdraw with prejudice the grievance # _____ and shall release and discharge Employer from any and all claims relating thereto. The Employer shall release and discharge the Association and _____ from any and all claims relating thereto. _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, employee _____ releases the governmental unit from all liability and claims he/she may have had or now has with respect to his/her employment with the Charter Township of Van Buren whether such claims or liability arise under federal or state statute, constitutional provisions, principles of common law, or under a collective bargaining agreement between the parties.~~
- ~~1. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.~~
- ~~1. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the department.~~

Dated this _____ day of _____, 20____.

 Employee Supervisor

~~Association Representative~~

~~Director~~

ARTICLE XXIV-II
FIRE MARSHAL (FULL-TIME)

SECTION 1 – DEFINITION: The position of Fire Marshal (full-time) shall refer to a full-time position within the Fire Department. The Fire Marshal must have and maintain during the course of employment certification as a NFPA Fire Inspector I and II and State of Michigan certification as a Fire Inspector and NFPA Plans Examiner. The Fire Marshal (full-time) shall be covered by this bargaining agreement with the following modifications.

A. CLOTHING: It is the responsibility of the Employer to supply three (3) long sleeve shirts, three (3) short sleeve shirts, one (1) belt, five (5) pairs of pants, one (1) winter jacket, one (1) job shirt if available, one (1) polo shirt and one (1) baseball cap if available.

It shall be the responsibility of the Employee to maintain the provided clothing as clean and presentable.

1. When clothing becomes worn and needs replacing, the affected item will be presented to the Fire Chief for inspection and replacement as soon as possible.

B. HOURS OF WORK: The hours of work are based upon a 14-day /80 hour work schedule, and include:

1. Typical assigned work hours shall be Monday through Friday, 8:00 a.m. until 4:00 p.m. (Including a 30-minute paid lunch period.)
2. Monthly training and Special Assignments by the Director of Public Safety or his/her designee.
3. Response to service calls, between 4:00 p.m. and 8:00 a.m. at the discretion of the Director of Public Safety or his/her designee at one and one-half (1 1/2) times the hourly rate. Fire Marshal's work responsibilities would be Fire Inspections, Investigations and Enforcement at the discretion of the Director of Public Safety or his/her designee.
4. Special assignments by the Director of Public Safety or his/her designee.
5. The Fire Marshal shall not be allowed or required to work Duty Crew shifts by the Employer.

All hours of work by the Fire Marshal shall be at the Fire Marshal's rate of pay.

C. WAGES: Full-time Fire Marshal's shall receive the following rate of pay:

\$21.50 per hour
\$22.04 per hour effective 07/01/16
\$22.59 per hour effective 07/01/17

Overtime shall consist of hours worked in excess of 106 hours per fourteen (14) day period. If the Fire Marshal serves as a trainer, he/she shall be paid at the overtime rate. Authorization of the Director must be received prior to the Fire Marshal being the trainer. The overtime rate of pay shall be one and one-half (1.5) times the current rate of pay delineated above. Overtime hours must be pre-approved by the Director of Public Safety or his/her designee. Overtime may be taken in pay or compensatory time at the discretion of the employee. No accumulation of compensatory time shall be authorized or credited in excess of forty-eight (48) hours. Compensatory time may be used in no less than two (2) hour increments.

D. HOLIDAY PAY: The following days shall be considered "holidays" for full-time employees. They shall be compensated for eight (8) hours for each holiday at the regular Monday through Friday 8:00 AM to 4:00 PM rate. When a holiday falls on a Saturday, it shall be celebrated on a Friday; when a holiday falls on a Sunday, it shall be celebrated on a Monday. If the Fire Marshal is ordered to work on any holiday, they will receive overtime pay in addition to the eight (8) hours of holiday pay. Compensated holidays:

New Year's Day, Martin Luther King Day, Independence Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Memorial Day, Labor Day, New Year's Eve Day, Christmas Eve Day, Christmas Day, Good Friday, President's Day.

E. TIME OFF:

1. Vacation Time: Employees shall accrue vacation based upon the following schedule:

Employment of 6 months and 1 day to 1 year = 5 days
Employment of 1 year and 1 day to 3 years = 10 days
Employment of 3 years and 1 day to 7 years = 15 days
Employment of 7 years and 1 day to 15 years = 20 days
Employment of 15 years and 1 day or more = 25 days

2. Sick Time: Employees will earn sick time at the rate of ~~six (6)~~ eight (8) hours for each month of employment. Sick time shall be capped at twenty-four (24) days. ~~There is no cash-out of unused sick time except upon termination or retirement from employment.~~ Sick time may be used to cover any time between the occurrence of sickness or injury and the time the employee's short-term sickness and accident benefits begin. An employee must notify the Employer of sickness or

accident not less than one (1) hour from the time their shift was to begin except in the case of incapacitation of the employee

Employees may at their option, elect to sell back three (3) days at one hundred percent (100%) of their current rate of pay to be payable in the first pay period of each December if they maintain at least 40 hours in their sick bank after the buyout of the three (3) days.

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3. For each year of the Agreement, employees shall be entitled to three (3) personal leave days. Personal leave days may not be banked or cashed out.

4. Vacation and Personal Days must be scheduled in advance. Vacation must be scheduled at least fourteen (14) days in advance and Personal Days must be scheduled at least three (3) days in advance. These must be approved in advance by the Director of Public Safety or his/her designee. Vacation and Personal Days may not be denied except in cases of a declared emergency. Vacation and Personal Days are allotted at the employee's anniversary date for the following year. Full-time employees must use eighty (80) hours of vacation time. Remaining hours may be cashed out at the employee's regular rate of pay, provided the employee provides written notification to the Director of Public Safety prior to October 10th of the calendar year.

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~~3. There is no cash out of unused vacation time, except upon termination of or retirement from employment.~~

~~0. Bereavement Leave: Full-time employees shall be allowed three (3) consecutive scheduled work days as bereavement leave days to attend a funeral within a 350 mile radius and five (5) consecutive scheduled work days to attend a funeral outside the 350 mile radius. Such days shall not be deducted from vacation reserve, for a death in the immediate family, where proof of attendance at the funeral is provided by said employee to the Employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, and brothers or sisters. Full-time employees shall be allowed one (1) bereavement leave day, not to be deducted from vacation reserve, to attend the funeral of a brother-in-law or sister-in-law in cases where proof of attendance is provided by said employee to Employer.~~

Full-time employees shall be allowed five (5) consecutive scheduled work days as bereavement leave for an immediate family member and three (3) days for a non-immediate family member. Such days shall not be deducted from vacation reserve, for a death in the immediate family, where proof of attendance at the funeral is provided by said employee to the employer. The term "immediate family" shall mean parents, grandparents, spouse, spouse's parents, children, adopted children, step children, step parents, spouse's children, grandchildren, grandparents, and brothers or sisters. The term non-immediate family member shall mean uncle, aunt, niece, nephew, brother -in-law and sister -in-law.

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F. LIFE INSURANCE: The Employer will provide life insurance to the full-time Fire Marshal in the amount of \$40,000.00. This shall be effective upon ratification by the parties and carrier acceptance. It is understood by the parties that in addition to the Life Insurance provided by the Employer, eligible employees are entitled to the Federal Public Safety Officers Benefit Act of 1976. This Life Insurance is provided in place of the \$10,500.00 Life Insurance provisions set forth previously in this contract.

1. The Employer will permit employees to purchase additional insurance coverage from the Employer's carrier, providing such additional coverage is available from said carrier and providing each employee so electing shall pay said premium through payroll deduction.

G. WORKER'S COMPENSATION INSURANCE: The Employer shall provide worker's compensation insurance that is statutorily required for all employees covered under this Agreement.

1. The Employer agrees that any employee injured on the job and under the care of a licensed physician, will not be charged time off from his/her paid-time-off (PTO) reserve. If an employee leaves work due to an injury arising within the scope of his/her employment, the employee shall not be charged with PTO time for that day and will be paid for the remainder of the shift.
2. Accidents must be reported to the Director of Public Safety or his/her designee as soon as possible.
3. Any full-time employee injured in an accident compensable under the Worker's Compensation Act shall receive from the Employer, the difference between the amount received through worker's compensation, other Employer-furnished insurance, and one-hundred (100) percent of his/her regular pay for a period not to exceed one (1) year from the date of injury.

H. HEALTH CARE COVERAGE: It is understood that the benefits outlined in this agreement are part of group packages acquired by the Township. The Township reserves the right to preserve the carrier for the benefit level noted and does not intend to state or imply that specific benefit levels will be negotiated for one employee.

Insurance benefits will become effective in the case of new employees after thirty (30) calendar days of employment for Blue Cross/Blue Shield (PPO) and Blue Care Network (HMO). Dependents are eligible for benefits until age 26.

Insurance benefits will become effective, in the case of new employees, after ninety-one (91) calendar days of employment for Blue Cross/Blue Shield, and after thirty-one (31) calendar days of employment for Blue Care Network (HMO).

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A surviving spouse and/or legal dependents of a full-time Fire Marshal (under this agreement) shall be covered with health care insurance for a period of one (1) year from the date of said Fire Marshal's death having resulted from a duty-related occurrence.

In Lieu of Blue: An employee may elect to opt out of healthcare coverage. In the event that said employee elects to opt out of healthcare coverage, he/she shall receive in lieu of said coverage the sum of \$500.00 per month. An employee may only elect to opt out of healthcare coverage if said employee has comparable coverage through his/her spouse or another source. Evidence of which must be presented to the Township Clerk in order to become eligible for said payment.

- I. OPTICAL / DENTAL:** The employer currently provides optical insurance through Vision Service Plan (VSP) which operates similar to an HMO. Coverage is effective thirty (30) days from date of hire and is available to all dependents of the employee. Coverage includes yearly examinations and provides specific funding within coverage limits for lenses, frames or contact lenses on an annual basis.

Dental Benefits shall be afforded to eligible employees in conjunction with Health coverage through Blue Cross Blue Shield of Michigan. For purposes of clarification, Class I benefits 100%, Level II 75%, Level III 50% and Level IV 50%. Annual maximum for Class I, II, and III services \$1500 per member and a Lifetime maximum for Class IV services \$1500 per member with no age limit. Dependents are eligible until age 26 for dental benefits.

- J. SICKNESS AND ACCIDENT BENEFITS:** Employees may qualify for short-term disability benefits due to illness or injury involving time away from work in excess of five (5) working days or eight (8) calendar days. A doctor's report will be required and it is the employee's responsibility to complete and submit requisite claim forms for benefits. Long-term disability benefits may be available for those illnesses and injuries involving time away from work in excess of thirteen (13) weeks. Said disability coverage is available through UNUM and becomes effective day one of the employee's hire date. Employees on short-term disability shall receive the difference between 70% of their weekly base pay to a maximum payment of \$800.00 per week, for a period not to exceed thirteen (13) weeks. After 13 weeks, only insurance benefits shall be paid. Employees on long-term disability shall receive sixty percent (60%) of their covered monthly earnings up to a maximum monthly benefit of five thousand dollars (\$5,000.00). The Township reserves the right to determine the insurance carrier(s) or change the coverage provided.

Benefits under this plan will be reduced by any benefits the employee and his/her dependents are eligible for under the Social Security Act, or any other coverage provided by law. Benefits will also be reduced by all other disability benefits the employee and his/her dependents are eligible for under the Railroad Retirement Act, any labor-management trustee, union or employee benefit plans, the Employer's life insurance plan, or any benefits received under the employee's annuity or pension plan. Benefits under a separate individual policy are exempted.

The amount of benefit reduction for Social Security benefits will be "frozen". Once the amount of reduction has been determined, it will not be increased if amendments to the Social Security Act increase the benefit payments to which the individual is entitled. The minimum amount of benefit payable under this plan will be fifty dollars (\$50.00) per week.

There will be no duplication of benefits for time off as a result of sickness or accident.

The Employer will continue employee medical and life insurance for a maximum period of six (6) months for a non-duty related disability and for twelve (12) months for a duty-related disability.

At its expense, the Employer may cause any employee receiving benefits under this section, to be examined by a medical doctor of the Employer's choice during said period of benefit.

K. RETIREMENT:

1. Under the current Pension Program, employees are mandated to contribute five percent (5%) of their base earnings into the Plan.
2. The Employer shall contribute twelve percent (12%) of the employee's base earnings into the Plan.
3. Options exist for an employee to add a voluntary contribution to their pension savings.
4. Employees are one-hundred percent (100%) vested immediately upon entry to the Plan.

5. RETIREE MEDICAL HEALTH COVERAGE.

After an employee accumulates seventy (70) points based on a combination of age (55) and years of service (15), they shall be entitled to such coverage for themselves, spouses, and/or family with a 10% premium sharing, copays, deductibles, or other employee shared costs of health and /or dental care. .

Employees wishing to obtain spousal health care coverage will be required to have a minimum of fifty-five (55) years of age and fifteen (15) years of service in order to qualify for spousal health care coverage.

For purposes of clarification:

Under 65 years of age 10% cost sharing shall be applicable at an active rate as set forth at renewal.

One over 65 years of age and One under 65 years of age 10% cost sharing shall be applicable at a One Complimentary, One Regular rate as set forth at renewal.

Both over 65 years of age 10% cost sharing shall be applicable at a Two Complimentary rate as set forth at renewal.

Strike out-Retirees are not eligible for participation in the PPO plan.

6. All changes in premium sharing, co-pays, deductibles or other employee shared costs of health and or dental care applicable to active employees shall automatically be applicable on the same date to all current and future retirees.

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L. FAMILY AND MEDICAL LEAVE ACT: The Township and the Union agree to comply with the provisions of the Family and Medical Leave Act. Both parties agree that as the Act applies to a serious health condition that makes the employee unable to perform the employee's duties, an employee shall have the option to either use accumulated vacation, sick, or personal time or, if appropriate, the short- and/or long-term disability insurance provided by the union contract. Further, it is understood that with regard to other provisions of the Family and Medical Leave Act, the Township and Union agree that the employee may utilize accumulated vacation, sick, or personal time.

Premium payments for Medical and Ancillary voluntary plans are not deducted from your short- or long-term disability and unpaid FMLA. The employee will be responsible for those missed deductions upon return to work. The Accounting Coordinator will structure a payment arrangement to bring past-due payments current; not to exceed three (3) payroll cycles.

M. COMPENSATORY TIME:

1. A full time employee may choose, in lieu of payment for overtime, to receive compensatory time at the employee's appropriate rate of compensation. No accumulation of compensatory time shall be authorized or credited in excess of seventy-two (72) hours.
2. To the extent possible, individual preferences and requests for the use of compensatory "time off" will be honored in accordance with current procedures established for requesting time off. No reasonable request for the use of compensatory "time off" shall be denied. Pre-scheduled vacation time and training time shall receive precedence over a request for compensatory time.
3. Compensatory time will be used within one (1) year of it being earned or it shall be paid and may be utilized in no less than two (2) hour increments.

ARTICLE XXIII
DUTY CREW

SECTION 1

~~Staffing for each of the time periods shall be accomplished by having Union members sign their name on a calendar indicating the particular dates and times that he/she prefers to work and the dates and times that he/she is available as an alternate. The calendar shall be distributed to employees on the first (1st) of the previous month. Calendars are to be returned to the Employer by the tenth (10th) of the previous month at 4:00 p.m. Actual assignments shall be posted by the 15th of the previous month.~~

~~The assignments shall be made based upon an equalization procedure, which takes into account seniority and the total number of hours worked in any capacity as a member of the Department of Public Safety. However, members of the Department of Public Safety shall be allowed to select and work five (5) duty crew shifts per month before their non-Fire Department hours will be counted towards equalization and before the Township's policy of working no more than eighteen (18) hours per day in the Public Safety Department shall be enforced. These exceptions shall not be used as justification to violate any language provision in any other Public Safety Department collective bargaining unit agreement. Department of Public Safety employees may be scheduled to work any unfilled open shifts to avoid violations of Article XXIII, Section 3.~~

~~Probationary employees may be assigned at the discretion of the employer. A qualified probationary member is defined as being certified in Cardiopulmonary Resuscitation/Automatic External Defibrillator, Firefighter II, Hazardous Materials Operations, Emergency Medical Technician, and Michigan Fire Fighter Training Council Driving.~~

~~It is understood by the Township that scheduling conflicts can and will occur with regard to the scheduling of duty crew individuals. The Township shall have the right to cancel a duty crew for a particular date and shift if it cannot be filled with two (2) individuals. If the cancellation is seven (7) days or more in advance, the member that could have worked shall not be entitled to any compensation. If the cancellation is five (5) to six (6) days in advance, the member that could have worked shall be compensated for two (2) hours at the corresponding rate of pay. If the cancellation is three (3) to four (4) days in advance, the member that could have worked shall be compensated for four (4) hours at the corresponding rate of pay. If the cancellation is two (2) days in advance, the member could have worked shall be compensated for six (6) hours at the corresponding rate of pay. If the cancellation is one (1) day or less in advance, the member that could have worked shall be compensated for the entire shift at the corresponding rate of pay.~~

SECTION 2

~~The Township reserves the right to hire part-time employees to be called Auxiliary Fire Fighters. The Auxiliary Fire Fighters shall only be used to fill duty crew positions that are not filled by the on-call members. Auxiliary Fire Fighters shall only be assigned and respond to calls for service during their respective duty crew shift and shall never be given preference for an assignment over an on-call member, including alternate date selections. Auxiliary Fire Fighters shall become members of the Union in accordance with the collective bargaining agreement and are subject to all of the terms and conditions as set forth in the collective bargaining agreement~~

~~with the exception of Article XV, "Promotions," Section 1 and Article XVI, "Wages," Section 4, "Command Officers Premium Bonus" and Section 9, "Run Percentage Pay."~~

~~Each and every Auxiliary Fire Fighter that is unable to attend training in any particular month or is not assigned a minimum of one (1) duty crew shift in any particular month as a result of adequate staffing by on-call members or does not have the opportunity to work in the capacity as Fire Inspector in any particular month, as delineated in Article XVI, Section 8(B), shall be assigned to a minimum of one (1) duty crew shift as a third person.~~

SECTION 3

~~The Township may have one (1) individual work the duty crew without canceling the assignment. The member shall not, however, be required to respond to any calls for service alone. If alone, the member shall make the necessary preparations to respond as soon as another member arrives or request Dispatch to send the appropriate resources for assistance.~~

~~Union members shall be limited to working in a duty crew capacity for a maximum thirty-six (36) hours a week, with a maximum of 129 hours a calendar month, in an attempt to avoid any outstanding Fair Labor Standards Act (FLSA) issues as a result of employees responding to calls for service when not in a duty crew capacity and being employed by the Township in other capacities, the hours of work shall be based upon a 14 day (106 work-hour cycle) for any and all hours actually worked.~~

~~The rate of pay for individuals working on the duty crew shall be those wages delineated in Article XVI, Section 1 of the contract.~~

~~When serving as a duty crew member on an actual holiday delineated in Article XXII, Section 1(D), individuals shall be compensated at time and one-half (1.5) the corresponding rate of pay. Each participating member shall be provided with two (2) additional long-sleeve shirts, and pants. In addition, the Township shall provide appropriate outerwear.~~

SECTION 4

~~The Township and Union agree that the implementation of the duty crew program is an enhancement of services provided by the Fire Department. The duty crew program is subject to modifications that are deemed necessary by the Employer and implemented within the confines of the collective bargaining agreement.~~

ARTICLE XXIV~~XXIII~~ MAINTENANCE OF CONDITIONS

All wages, hours and conditions of employment negotiated and agreed to by the parties in this Agreement, shall be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE XXIV~~V~~

ANTI-DISCRIMINATION CLAUSE

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

ARTICLE XXVI
NO STRIKE OR LOCKOUT

SECTION 1 Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes by public employees are illegal, and refusal to provide full and complete services to the public is not in the best interests of the public or the Charter Township of Van Buren, it is agreed that there shall at no time be strikes, slow-downs, tie-ups of equipment, walk-outs or other deliberate withholding of services by members of the Association, or any practice other than normal activities for the purpose of influencing contract negotiations or grievance settlements, either individually or collectively. Employees in violation of this Section shall be subject to discipline up to and including discharge.

SECTION 2 In the event of any violation of Section 1 of this Article, the Association shall immediately instruct the involved employees, in writing, that their conduct is in violation of this Agreement; and that all such persons shall immediately cease the offending conduct.

SECTION 3 The Employer will not lock out employees during the term of this Agreement.

ARTICLE XXIV
DRUG TESTING POLICY

I. PURPOSE.

The purpose of this policy is to provide all personnel with notice of the provisions of the department drug-testing program.

II. POLICY.

It is the policy of this Department that the critical mission of public safety justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The public safety profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a public safety employee's physical and mental health and, thus, job performance. Where public safety personnel participate in illegal drug use and drug activity, the integrity of the

profession and public confidence in that integrity is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free public safety profession, this department will make use of a drug testing program to detect prohibited drug use by employees.

III. REASONS FOR TESTING

The Township's program includes the following types of drug tests:

- A. Pre-promotional – testing an employee whom is selected for promotion.
- B. Transfer – testing an employee whom is transferred to a job of a sensitive nature.
- C. Return From Absences – The employer may test an employee whom has been off for over thirty (30) calendar days.
- D. Based Upon Reasonable Suspicion – testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.
- E. Follow-Up – testing as part of counseling or rehabilitation.
- F. Applicant Drug Testing – Applicants shall be required to take a drug test as a condition of employment. Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug test or if a confirmed positive drug test indicating drug use prohibited by this policy.
- G. Probationary Employee Drug Testing – Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order.

Orders for testing shall come from the Director of Public Safety. Orders for testing shall be documented in writing. Documentation shall include the reason for the order.

IV. DEFINITIONS

- A. Sworn Employee – Those employees who have been formally vested with the full powers and authority of their position.
- B. Supervisor – Those employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test – The compulsory or voluntary production and submission of urine by an employee in accordance with departmental procedures, for chemical analysis to detect

prohibited drug usage.

D. Reasonable Suspicion – Testing when a representative of the Employer can point to objective facts from which can be drawn rational inferences, in light of the representative's experience, that the employee is under the influence of, using, selling, dispensing, or in possession of any controlled substance unlawfully.

E. Probationary Employee – For the purposes of this policy, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.

F. MRO (Medical Review Officer). The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

G. Choice of Collection Facility and Testing Laboratory. The Employer and the Association agree that Beyer Hospital – Occupational Health Division shall be the designated collection facility or any other facility that is mutually agreeable to the parties. The designated laboratory under this program must be a Smith Kline Bio-Science Facility.

H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the Director of Public Safety, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.

I. Explainable Positive Result – A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

V. PENALTY.

A. Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Department rules and regulations, and may include discharge from the Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

B. An employee who refuses to comply with a drug test under this program shall be terminated from the Employer's service, subject to his/her right to the grievance procedure.

VI. DRUG TESTING PROCEDURES.

- A. The testing procedures and safeguards provided in this policy, to provide for the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug tests. Procedures shall provide the greatest individual privacy possible, while safeguarding the program against submissions of altered or substitute specimens.
- B. Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested.
- C. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer that may have led to a false positive test.
- D. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
- E. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
- F. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his Association, prior to disciplinary action, should the original sample result in a legal or contractual dispute. The employee must request same within 72 hours of being notified in writing of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
- G. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative. Employees will, upon request, be given a copy of the completed form sent to the testing lab.
- H. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable

period of time. The laboratory personnel will take the appropriate necessary steps to provide for the integrity of the second specimen.

VII. DRUG TESTING METHODOLOGY

A. The testing or processing phase shall consist of a two-step procedure:

- 1. Initial screening test
- 2. Confirmation test

B. The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMITS type. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.

C. A specimen testing positive will undergo an additional confirmation test. The confirmation procedure shall be of the gas chromatography/mass spectrometry method.

D. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.

E. Concentrations of a drug at a minimum of the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

<u>Initial Test Level (ng/ml)</u>	
<u>Marijuana metabolite.....</u>	<u>100</u>
<u>Cocaine metabolite.....</u>	<u>300</u>
<u>Opiate metabolites.....</u>	<u>300*</u>
<u>Phencyclidine</u>	<u>25</u>
<u>Amphetamines</u>	<u>1000</u>
<u>Barbiturates</u>	<u>300</u>

*25ng/ml if immunoassay specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmation CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

<u>Confirmation Test Level (ng/ml)</u>	
<u>Marijuana metabolite.....</u>	<u>15*</u>
<u>Cocaine metabolite.....</u>	<u>150**</u>

Opiates;

<u>Morphine.....</u>	<u>300+</u>
<u>Codeine.....</u>	<u>300+</u>
<u>Phencyclidine</u>	<u>25</u>

Amphetamines:

<u>Amphetamine</u>	<u>500</u>
<u>Methamphetamine</u>	<u>500</u>

*Delta - 9 tetrahydrocannabinol -9- carboxylic acid

** Benzoyl ecgonine

*25ng/ml if immunoassay -specific for free morphine

Barbiturates 300

The Association will be notified of any changes in cutoff levels.

F. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.

G. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.

H. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

VIII. CHAIN OF EVIDENCE – STORAGE.

A. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

B. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until pending contractual or legal disputes are settled.

C. An employee having a positive test result shall receive a written notice from the Director of Public Safety stating said results. All pertinent information concerning the test will be made available to the affected employee upon his/her request.

IX. DRUG TEST RESULTS.

All records pertaining to Department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose

records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to provide for the acceptable performance of the employee's job duties.

X. REVIEW COMMITTEE.

- A. A review committee, including the president of the Association or a designated representative, shall be formed by the Director of Public Safety to review the Employer's Drug Testing Program on an ongoing basis and to make recommendations to the Director.
- B. Any disputes concerning the interpretation or application of this program shall be subject to the grievance procedure. Grievances shall be initiated at the third step within the grievance procedure as indicated in the employee's current Collective Bargaining Agreement.

XI. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT

- A. An employee whose drug test has been confirmed positive by the Medical Review Officer during testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.
- B. Standard letter of conditions for continued employment (last chance agreement) must be signed by Employer and employee.
- C. Employee must attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the Director of Public Safety or his designee. Employees shall be financially responsible for any costs associated with said rehabilitation program.
- D. Employee must sign a form releasing any and all information to management as may be requested.
- E. Employee must pass a medical examination administered by a medical facility designated by the Director of Public Safety prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
- F. Employee may be allowed to apply for a medical leave of absence if required, while undergoing rehabilitation.
- G. Once authorized to return to duty, the employee must submit to periodic urinalysis as may be determined by the Director of Public Safety.
- H. The employee shall be subject to the terms of this program for two (2) years after his/her return to work.

I. The employee must agree in writing that he/she will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.

J. Employee must be advised that he/she is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

ARTICLE XIV
LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual was found guilty of violating the provisions of Departmental Drug Testing on _____, and;

Whereas, the department will conditionally reinstate _____ to the position of _____, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the Director of Public Safety and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that the:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source or program.
3. Employee must pass a medical examination administered by a medical facility designated by the Director of Public Safety prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Employee may be allowed to apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the employee must submit to a periodic urinalysis as may be determined by the Director of Public Safety.
6. Upon clearance by the medical facility designated by the director of public safety, _____ shall be returned to the department as a _____.
7. Once returned to duty, _____ will present himself/herself to the department's employee assistance program or authorized approved rehabilitation program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employees assistance

program or approved rehabilitation source for a period of not more than two (2) years, agrees to sign appropriate forms releasing any and all information to the department as may be requested. Failure to follow the rehabilitation directives are grounds for discharge.

8. _____ shall submit to controlled substance testing at the discretion of the Director of Public Safety. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the Department.

9. (If applicable) the Association shall withdraw with prejudice the grievance # _____ and shall release and discharge Employer from any and all claims relating thereto. The Employer shall release and discharge the Association and _____ from any and all claims relating thereto. _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, employee _____ releases the governmental unit from all liability and claims he/she may have had or now has with respect to his/her employment with the Charter Township of Van Buren whether such claims or liability arise under federal or state statute, constitutional provisions, principles of common law, or under a collective bargaining agreement between the parties.

10. The parties agree that this agreement is entered into as a full and final settlement of the above-referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.

11. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the department.

Dated this _____ day of _____, 20____.

Employee Supervisor

Association Representative Director

ARTICLE XXVII-XXV
SEVERABILITY

In the event any provision of this Agreement is, for any reason, held invalid or unenforceable by reason of any federal or state law, regulation or order now existing or hereinafter enacted or put into force, such invalidity or unenforceability shall not affect the remainder of this Agreement. If this Agreement is affected by the enactment of a federal or state law, regulation or order, the

parties agree to meet for the purpose of discussing language changes or additions to comply with the government mandate.

ARTICLE XXVIIIXXVI
DURATION

This Agreement shall become effective upon its acceptance by the Association and Employer and shall remain in force until midnight, from July 1, 2014 to December 31, 2017 and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. Notices of desire to modify, alter, amend, renegotiate or change, or any combination thereof shall have the effect of extending the Agreement until a new Agreement is entered into either through negotiations or Act 312 Arbitration.

In witness whereof, we have hereunto set our hands and seals.

**MICHIGAN ASSOCIATION OF
FIRE FIGHTERS**

Jerald James
Labor Relations Specialist

Marc Abdilla
Associate President

Kenneth Floro
Associate Vice President

Dated this ___ day of _____, 20__

**CHARTER TOWNSHIP
OF VAN BUREN**

Kevin McNamara
Supervisor

Leon Wright
Clerk

Sharry A. Budd
Treasurer

Greg Laurain
Public Safety Director

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

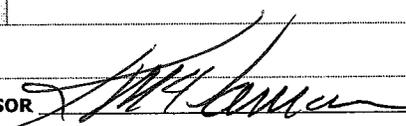
WORK STUDY : DECEMBER 17, 2018
BOARD MEETING: DECEMBER 18, 2018

_____ New Business _____ Unfinished Business _____ Public Hearing _____ x _____ Consent Agenda

ITEM (SUBJECT)	Consider the appointment of Kevin Boyer and the reappointment of Juanita Jensen, Harry Roesch and Loretta Speaks (alternate) to the Board of Review.
DEPARTMENT	Assessing Office
PRESENTER	Linda M. Stevenson, Assessment Coordinator
PHONE NUMBER	699-8946
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Consider the appointment of Kevin Boyer and the reappointment of Juanita Jensen, Harry Roesch and Loretta Speaks (alternate) to the Board of Review with terms that will expire on 12-31-20	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
I have attached for your information an application and resume from Kevin Boyer for the Board of Review. Juanita Jensen, Harry Roesch and Loretta Speaks (alternate) all currently serve as members of the Board of Review and each have indicated interest in continuing to serve in their respective capacities. Each of these members have contributed greatly to this committee and have devoted their own personal time to training sessions along with keeping up with current property tax laws. I look forward to continuing to work with them as they serve another term.	

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN
BACKGROUND AND PERSONAL DATA OUTLINE ON CANDIDATE FOR
APPOINTMENT TO COMMITTEES, COMMISSIONS AND BOARDS

Committee, Commission or Board in which interested: Board of Review

Name: Kevin Boyer

Address: 47099 Marina Dr. Van Buren Twp 48111

Daytime Telephone: (734) 699-4157 Evening Telephone: _____

Cellular Telephone: (734) 620-7830

Number of years you have been a Van Buren Township resident: 16 yrs.

High School: Aquinas HS. Northline Rd. Southgate MI 48195

College: Eastern Michigan Uni. Degree/Courses: Public Safety Administration

Presently employed by: Retired

Job title: _____

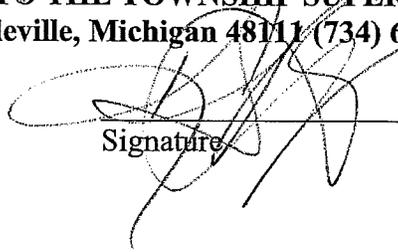
Duties performed: _____

Current membership in organizations and offices held: St. Paul's Evangelical Lutheran Church
Council (Vice President)

Past membership in organizations and offices held: Member of Dearborn Firefighters Assoc.
(TRUSTEE) Michigan Professional Firefighters Union (Political Education Committee member)

Additional information and comments: Please see Resume

RETURN COMPLETED FORM TO THE TOWNSHIP SUPERVISOR'S OFFICE,
46425 Tyler Road, Belleville, Michigan 48111 (734) 699-8910



Signature

11-20-18

Date

Kevin Boyer

47099 Marina Dr. • Van Buren TWP, Michigan 48111 • Phone: 734-620-7830 •
E-Mail: kevinb144@comcast.net

Objective

To lead by example to impart what I've learned to others and give back to the community.

Experience

- United States Air Force - 11/81 to 6/89 Firefighter
 - Fire suppression, medical first responder, other emergent incident, supervision of junior firefighters
- Community Emergency Medical Services - 6/89 to 1/90 EMT
 - Emergency medical career, package and transport injured persons
- Selfridge ANG - 8/89 to 1/90 Firefighter
 - Fire suppression, medical first responder, other emergent incident
- City of Dearborn Fire Department - 2/90 4/17 retired positions held
 - Firefighter (2/90)- fire suppression, emergency operation, medical care and treatment
 - Driver operator- (6/02) emergency driving and operation with additional firefighter skills
 - Lieutenant operations- (6/05) supervise crews, supervise daily training, evaluate other subordinates
 - Captain operations- (6/10) supervise multiple crew, and act as incident commander until relieved, insure daily training is completed, quality control NFIRS reports, evaluate disciple subordinates as needed.

- Battalion Chief operations- (7/21) supervision of shift personnel, incident commander, evaluate potential officer candidates, write department SOP's, assist budget development, maintain department radio equipment.
- Oakland Community College Fire academy instructor 1/92-1/95
- Served on Western Wayne Hazardous material team 5/05-5/08
- Urban Area Security Initiative region two committee 1/06-1/07
- Dearborn Firefighter Association L-412 Trustee 3/13- present

Technical Training

- USA Chemical Munitions training 1/82
- USAF Fire Protection Specialist training 5/82
- USAF Fire Inspection training 10/85
- USAF Fire Rescue training 10/86
- Arizona State Auto Extrication Cert. 10/86
- Hurst Jaw of Life Auto Extrication Cert. 11/86
- Pima Community College EMT' Cert. 12/86
- Arizona State Fire Training Cert. Firefighter I & II 7/87
- Michigan State Fire Training Council Firefighter I & II Cert. 2/90
- AED Cert. 6/90
- Combi-Tube Cert. 8/90
- School Craft Community College Pump Operator Course 4/96
- 12 Lead ECG Monitor Cert. 7/98
- Advance Cardiac Life Support cert. 2/12
- Pediatric Advance life Support cert. 3/11
- Musar Rope Rescue I 4/98
- Musar Rope Rescue II 7/98
- Musar Confined Spacer Rescue 8/98

- Musar Light / Medium Collapse 10/98
- Musar Medium / Heavy Collapse 11/89
- Abbitsville ICS Course 3/2000
- NICS Fema Cert. 3/2005
- Hazardous Material Incident Response operations 4/2005
- Hazardous Material Technician Advanced 5/2005
- NIMS classes 100,200,300,400,700 & 800
- Blue Card incident command program 6/15-10/15

Education

- Saint Thomas Aquinas High School Southgate MI 9/77-6/80
- USAF Non commission officer supervisor training course 10/85
- PIMA County Community College basic EMT and fire science 9/85-6/87
 - Henry Ford Community College Para medic certification 9/97-6/98
- Schoolcraft College Fire Officer I & II 2/04-11/04
- Schoolcraft College Fire Science AA degree graduate 12/13

Graduated with Honors

- Eastern Michigan University Staff and Command graduate 10/12
- Eastern Michigan University BA public safety administration graduate 4/14

Summa cum laude

Activities

Coaching Tee Ball/ Youth Baseball, And Football WYAA 4/96-9/99

Manage/ Play Co Ed department softball 4/09

Official Santa Claus for University of Michigan Sickle Cell Clinic 12/07- present

Vice President and Usher Paul's Evangelical Lutheran Church 1/17 - present.

Form member of DFFA Local 412 since 1990- 2017 as Sargent at arms, Political action committee and Trustee

Member of Pi Sigma Alpha National Political Honor Society 4/14 present

Michigan Professional Firefighters Union Political Action Committee member 6/14 - 8/16

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

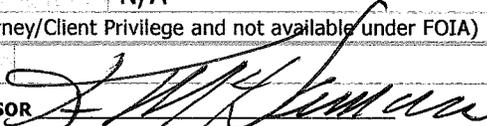
Agenda Item: _____

Work Study Date: 12/17/18
Board Meeting: 12/18/18

Consent Agenda _____ **New Business** X _____ Unfinished Business: _____ Public Hearing _____

ITEM (SUBJECT)	To approve the selection of Deere and Company to provide a HUV865M HVAC all-terrain vehicle with salt spreader and snow plow blade for Van Buren Township's Building and Grounds Department.
DEPARTMENT	Building and Grounds
PRESENTER	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Susan Ireland – Director, Downtown Development Authority

Agenda topic

ACTION REQUESTED	To approve the selection of Deere and Company to provide a HUV865M HVAC all-terrain vehicle with salt spreader and snow plow blade for Van Buren Township's Building and Grounds Department. The Department of Public Services recommends Deere and Company to provide the new vehicle and attachments for \$31,448.90. This expense will be charged to Building and Grounds Capital Outlay (101-265-970-000.)
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	Earlier this year, the Board of Trustees approved a contract with MDOT that contractually obligates the Township to provide snow and ice removal on the newly built pedestrian overpass over I-94 along Belleville Road. After reviewing the contract approved by the Board and an inspection of the overpass, Staff determined that the existing fleet equipment would not be able to provide snow and ice removal services safely for motorists on I-94 and Belleville Road. After careful consideration and research, a state bid price was obtained for a four wheel drive all-terrain vehicle with a salt spreader and blade that would meet the requirements of safely removing the snow and ice from the overpass. Bader and Sons, Inc., a Deere and Company direct supplier, was selected to procure and build the vehicle. As snow and ice season is upon us, the procurement of this vehicle is vital to the health and safety of our residents and visitors, as well as to meeting our contractual obligations with MDOT.
BUDGET IMPLICATION	2018 cost to Capital Outlay
IMPLEMENTATION NEXT STEP	Procurement, build and delivery.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
106 N Occidental Hwy
Tecumseh, MI 49286
517-423-2133
sheadley@greentractors.com

Quote Summary

Prepared For:

Van Buren Charter Township
Matthew Best
46425 Tyler Rd
Belleville, MI 48111
Business: 734-699-8913
mbest@vanburen-mi.org

Delivering Dealer:

Bader & Sons Co.
Ryan Kleinschmidt
106 N Occidental Hwy
Tecumseh, MI 49286
Phone: 517-423-2133
rkleinschmidt@greentractors.com

Quote ID: 18599810
Created On: 29 November 2018
Last Modified On: 06 December 2018
Expiration Date: 06 December 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE XUV865M HVAC (MY18)	\$ 27,944.40 X	1 =	\$ 27,944.40
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)			
Price Effective Date: December 18, 2017			
Equipment Total			\$ 27,944.40

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 27,944.40
Trade In	
SubTotal	\$ 27,944.40
Est. Service Agreement Tax	\$ 0.00
Total	\$ 27,944.40
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 27,944.40

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 18599810

Customer Name: VAN BUREN CHARTER TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
106 N Occidental Hwy
Tecumseh, MI 49286
517-423-2133
sheadley@greentractors.com

JOHN DEERE XUV865M HVAC (MY18)

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

Selling Price *
\$ 27,944.40

Price Effective Date: December 18, 2017

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5762M	XUV865M HVAC (MY18)	1	\$ 22,699.00	11.00	\$ 2,496.89	\$ 20,202.11	\$ 20,202.11
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
0508	PR - Cab	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 862.00	11.00	\$ 94.82	\$ 767.18	\$ 767.18
2030	Split Bench Seat - Yellow	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
3006	Deluxe Cargo Box with Polyurea Liner, Brake, Tail, Reverse Lights and Light Protector	1	\$ 360.00	11.00	\$ 39.60	\$ 320.40	\$ 320.40
3101	Cargo Box Power Lift	1	\$ 849.00	11.00	\$ 93.39	\$ 755.61	\$ 755.61
4001	OSR - Cab Doors	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Roof	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Package	1	\$ 0.00	11.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Front Brush Guard	1	\$ 322.00	11.00	\$ 35.42	\$ 286.58	\$ 286.58
Standard Options Total			\$ 2,393.00		\$ 263.23	\$ 2,129.77	\$ 2,129.77
Dealer Attachments/Non-Contract/Open Market							
BM26265	Front Attachment Harness	1	\$ 140.17	11.00	\$ 15.42	\$ 124.75	\$ 124.75
BM26268	Front Attachment Harness (dash port)	1	\$ 129.47	11.00	\$ 14.24	\$ 115.23	\$ 115.23
BM26216	LED Work Lights (2 Lights)	1	\$ 345.61	11.00	\$ 38.02	\$ 307.59	\$ 307.59
BUC10608	Front Turn Signal Light Kit	1	\$ 83.46	11.00	\$ 9.18	\$ 74.28	\$ 74.28
LP69905	Non-Taxable Trademark Item - 10 CU FT IN-BED SPREADER-835/865	1	\$ 4,999.00	11.00	\$ 549.89	\$ 4,449.11	\$ 4,449.11



JOHN DEERE

Selling Equipment



Quote Id: 18599810

Customer Name: VAN BUREN CHARTER TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
106 N Occidental Hwy
Tecumseh, MI 49286
517-423-2133
shadley@greentractors.com

BUC10316 Control Kit - CONTROL KIT, 1	\$ 608.50	11.00	\$ 66.94	\$ 541.57	\$ 541.57
CAN BRIDGE					
Dealer Attachments Total	\$ 6,306.21		\$ 693.68	\$ 5,612.53	\$ 5,612.53
Value Added Services Total	\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price					\$ 27,944.41
Total Selling Price	\$ 31,398.21		\$ 3,453.80	\$ 27,944.41	\$ 27,944.41



JOHN DEERE

Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : December 6, 2018

Machine/Use Information

Plan Description

Price

Manufacturer **JOHN DEERE**
Equipment Type GATOR, 865M
 HVAC
Model GATOR, 865M
 HVAC

Plan Type:
Coverage:
Total Months:
Total Hours:

Deductible:
Quoted Price **\$ 0.00**

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

I ACCEPT the Residential plan

I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.



JOHN DEERE

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage



JOHN DEERE

Selling Equipment

Quote Id: 18440018 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Weingartz Supply Co.
 39050 Grand River Ave
 Farmingtn Hls, MI 48335
 248-471-3050
 ken@weingartz.com

Hours: 0							Suggested List *	
Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)							\$ 4,075.00	
							Selling Price *	
							\$ 3,504.50	
* Price per item - includes Fees and Non-contract items								
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price	
MSC124 80	BOSS 6'6" UTV POWER- VXT STEEL BLADE	1	\$ 4,075.00	11.00	\$ 448.25	\$ 3,626.75	\$ 3,626.75	
Suggested Price							\$ 3,626.75	
Additional Discounts								
	Misc. Additional Discount	1			\$ 122.25	\$ -122.25	\$ -122.25	
	Additional Discount Total				\$ 122.25	\$ -122.25	\$ -122.25	
Total Selling Price			\$ 4,075.00		\$ 570.50	\$ 3,504.50	\$ 3,504.50	



10 CU FT GATOR™ IN-BED SPREADERS

For John Deere Full-Size Crossover XUVs and Work Series Gators

Featuring exclusive controls and ample hopper capacity, 10 cu ft Gator In-Bed Spreaders are the ideal solution to partner with your Gator.



JOHN DEERE



Modern Controls Meets More Capacity

10 cu ft Gator In-Bed Spreaders expand your Gator's capabilities and help you be more productive when spreading large amounts of ice melt materials. Featuring exclusive controls and ample hopper capacity, these spreaders are the ideal solution to partner with your Full-Size Crossover XUV or HPX Work Series Gator.

Controlling an In-Bed Spreader is simple thanks to the 3.5-in. (9-cm) weatherproof, color display that conveniently mounts to your Gator's dash. Four push buttons are used to navigate menus and control functions including independent adjustment of the auger and spinner speeds, vibratory motor settings, and even auger reverse to quickly clear jammed material. With a CAN Bridge installed on XUV835 and XUV865 models, you will also have automatic stop functionality, where spreader operation halts when you stop the vehicle. After initial setup, routine attachment of this user interface is fast and tidy as preinstalled wiring and existing holes are utilized for convenience.

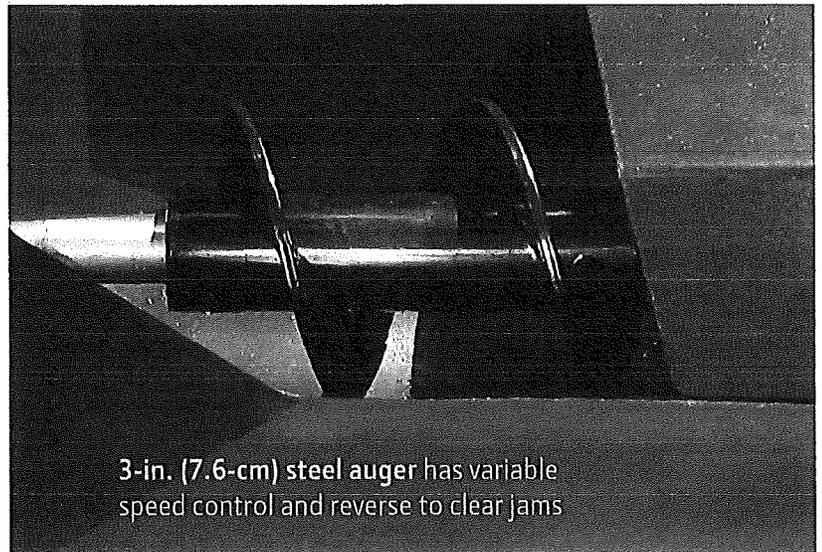


Spinner assembly can be easily disconnected to provide access to the Gator's hitch and minimize storage space

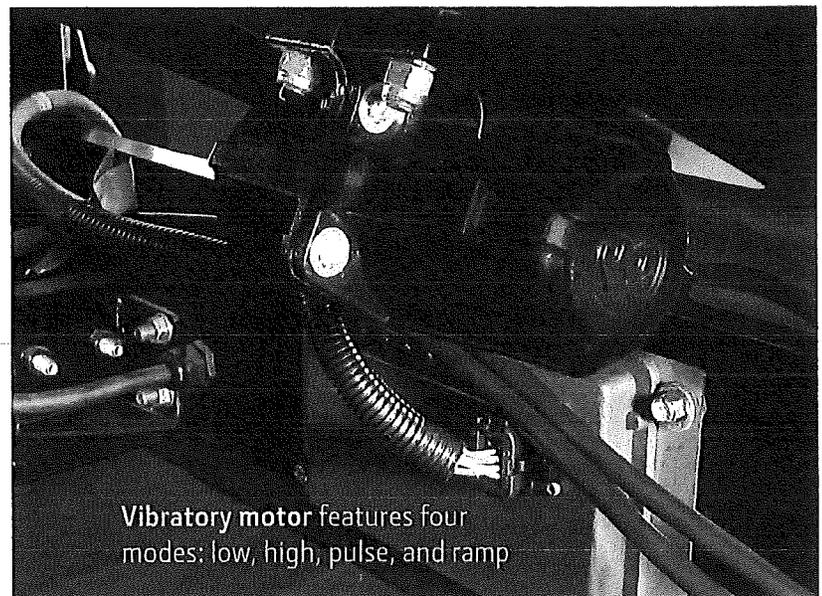
A Gator-specific frame and stainless steel mounting hardware provide a dedicated and secure fit for your vehicle. Additional features include a fitted tarp to keep material dry, a top screen to sift out clumps while filling the hopper, and a vibratory motor to eliminate bridged material inside of the hopper. A 3-in. (7.6-cm) steel auger feeds the 12-in. (30-cm) steel spinner spreads material up to 30 ft (9.1 m) wide to help you cover more surface in less time. 10 cu ft In-Bed Spreaders – where modern controls meet more capacity.



3.5-in. (9-cm) display provides intuitive control of the spreader's functionality



3-in. (7.6-cm) steel auger has variable speed control and reverse to clear jams



Vibratory motor features four modes: low, high, pulse, and ramp

SPECIFICATIONS

Measurements

Length	72 in. (183 cm)
Length – spinner assembly removed	60.5 in. (154 cm)
Width	48.5 in. (123 cm)
Height – bottom of spinner to top of hopper	41.4 in. (105 cm)
Height – hopper only	26.4 in. (67 cm)
Auger diameter	3 in. (8 cm)
Spinner diameter	12 in. (31 cm)

Capacities

Hopper volume – filled to top screen	10 cu ft (0.3 cu m)
Spreader weight – hopper empty	305 lbs (138 kg)
Spreader weight – hopper full	Varies by material. Consult Gator Operator's Manual for weight limits

Materials

Hopper	Single-piece polyethylene
Spinner and frame	Powder-coated steel
Top screen	5/16-in. powder-coated steel rod
Motors – auger, spinner, vibrator	12V, semi-sealed

Operation

Maximum spreading width	30 ft (9 m)
Display functions	On/off, spinner speed, auger speed and reverse, unload mode, vibratory motor mode (low, high, pulse, ramp), auto jam clearing, and diagnostic information, automatic stop*

Compatibility

Full-Size Crossover Gator XUVs (10 cu ft In-Bed Spreader-835/865 (LP69905))	XUV835E, XUV835M, XUV835R, XUV865E, XUV865M, XUV865R (Model Year 2018 - Current)
Full-Size Crossover Gator XUVs (10 cu ft In-Bed Spreader-825/855/HPX (LP69906))	XUV825I, XUV825I Power Steering XUV855D, XUV855D Power Steering (Model Year 2011 - 2017) XUV825E, XUV825M XUV855E, XUV855M (Model Year 2018 - Current)
Work Series Gator Utility Vehicles (10 cu ft In-Bed Spreader-825/855/HPX (LP69906))	HPX615E HPX 4x4 (Pre-2018 HPXs with Deluxe Cargo Box)

Included

10 cu ft (0.3 cu m) In-Bed Spreader Fitted Tarp Top Screen	3.5-in. (9-cm) Color Display Display Mounting Bracket Wiring Harnesses	Manual Bed Latch Kit Operator's Manual Hardware
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Required John Deere Parts**

E-Spec Full-Size Crossover XUVs (XUV835E/XUV865E)	Dash Port Harness (BM26268)	E-Spec Attachment Harness (BM26266)	Optional – CAN Bus (BUC10316) (For automatic stop functionality)
M-Spec Full-Size Crossover XUVs (XUV835M/XUV865M)	Dash Port Harness (BM26268)	Optional – CAN Bus (BUC10316) (For automatic stop functionality)	
R-Spec Full-Size Crossover XUVs (XUV835R/XUV865R)	Dash Port Harness (BM26268)	Optional – CAN Bus (BUC10316) (For automatic stop functionality)	
HPX Work Series (HPX615E, HPX815E, HPX 4x4, HPX 4x4 Diesel)	High-Capacity Alternator Kit (BM22449)		

*CAN Bus (BUC10316) required on XUV835/XUV855 models for automatic stop functionality

**No additional components required for XUV825/XUV855 models

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 12/17/18

BOARD MTG. DATES: 12/18/18

Consent Agenda X

New Business _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	To consider approval of a proposed sidewalk agreement between the Charter Township of Van Buren and Subaru Research and Development, Inc.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, AICP – Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	To consider approval of a proposed sidewalk agreement between the Charter Township of Van Buren and Subaru Research and Development, Inc.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	Please see attached letter.

BUDGET IMPLICATION	None.
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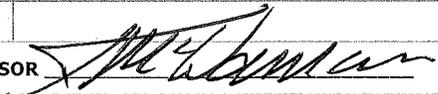
IMPLEMENTATION NEXT STEP	Execute the agreement
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DEPARTMENT RECOMMENDATION	Approval
----------------------------------	----------

COMMITTEE/COMMISSION RECOMMENDATION	Approval
--	----------

ATTORNEY RECOMMENDATION	Attorney has reviewed document (May be subject to Attorney/Client Privilege and not available under FOIA)
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ADDITIONAL REMARKS	
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APPROVAL OF SUPERVISOR	
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Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sharry A. Budd

TRUSTEE
Sherry A. Frazier

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

December 11, 2018

Township Board of Trustees
46425 Tyler Road
Van Buren Township, MI 48111

RE: Sidewalk Agreement Between the Charter Township of Van Buren and Subaru Research and Development

Honorable Trustees,

Before you is a request to approval a Sidewalk Agreement between the Township and Subaru Research and development. The purpose of the sidewalk agreement is to meet the Township's Zoning Ordinance requirement of installing sidewalks along the frontage of Michigan Avenue while avoiding the installation of a sidewalk which does not have access to any other pedestrian areas. The following is a background of the details of the agreement.

The Van Buren Township Zoning Ordinance requires the installation of sidewalk along the right of way for development projects. While it is common to have companies install sidewalk as part of their development process, that sidewalk generally has the ability to access other properties with sidewalk or the potential for sidewalk. The Subaru property is bounded by the railroad grade & freeway to the west and bounded by the Denton Village Cemetery to the east. It is unlikely there will ever be sidewalk which connects to the west as Michigan Avenue turns into a freeway west of the property and the roads runs under and overpass for the railroad. The only way the sidewalk would have a connection to the east is if the Township installs sidewalk in front of Denton Village Cemetery. Due to this the agreement essentially requires Subaru to install a sidewalk in front of their property at such time when the Township installs or causes to be installed a sidewalk on the north side of the cemetery.

This agreement would allow the Township to maintain our control over the installation of the sidewalk while ensuring that the sidewalk is installed at a time where it is able to connect to the east. It gives Subaru flexibility regarding the installation of the sidewalk and allows them to avoid maintenance costs for a sidewalk which would have very limited use as no sidewalks would be connecting to it. The agreement has been reviewed and found to be acceptable to the Township's legal counsel and the Planning Commission has granted final site plan approval on the project and have recommended that the Township enter into this agreement. Please feel free to contact me if you require any further information and I look forward to further discussion on this matter.

Thanks,

Ron Akers, AICP
Director of Planning and Economic Development
Charter Township of Van Buren

SIDEWALK AGREEMENT

This Sidewalk Agreement ("Agreement") is entered into this _____ day of December, 2018 between the Charter Township of Van Buren, a Michigan charter township, with its principal office located at 46425 Tyler Road, Van Buren Township, Michigan 48111 (the "Township") and Subaru Research and Development, Inc., a California corporation, with its principal place of business located at 3995 Research Park Drive, Ann Arbor, Michigan 48108 ("Subaru").

R E C I T A L S

A. The Township and Subaru previously entered into a Development Agreement dated August 22, 2018 related to a Research and Development Facility ("Facility") in the Township to be located at 50255 Michigan Avenue.

B. The Township Zoning Ordinance requires the installation of a sidewalk in front of the Facility.

C. Subaru is willing to install a sidewalk which meets the Township's Zoning Ordinance requirements in front of its Facility, but subject to the terms of this Agreement.

D. The Township may in the future install a sidewalk in front of the Denton Village Cemetery located at Parcel ID # 83-021-02-0063-001 (the "Cemetery"), such cemetery neighboring the property on which the Facility is to be constructed.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, at such time when the Township installs or causes to be installed a sidewalk on the north side of the Cemetery, the parties agree as follows:

1. Subaru shall in accordance with the site plan for the Facility approved by the Township, construct, install, repair and maintain a sidewalk from Cemetery Street West to the entrance of the Facility building, which sidewalk shall comply with all Township Zoning Ordinance requirements.
2. Weather permitting, the sidewalk to be installed by Subaru shall be constructed and completed within ninety (90) days after the Township's construction and completion of the sidewalk described in paragraph 1 above.
3. Performance of the Township and Subaru's obligations under this Agreement are subject to a pre-condition of obtaining the review and approval of the Michigan Department of Transportation and any other regulatory bodies.
4. This Agreement may not be modified, replaced, amended or terminated except upon the joint written approval of the parties hereto.
5. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan and Ordinances of the Township.
6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be applied to, any other counterpart.
7. The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.
8. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind its respective entities to its terms and conditions.

9. Invalidation of any of the provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
10. The recitals contained in this Agreement shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.
11. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless referenced in this Agreement. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than conditions which may be attached to final site plan approval by the Township's Planning Commission.

[SIGNATURES ON FOLLOWING PAGE]

The foregoing Sidewalk Agreement was executed as of the date first stated above.

CHARTER TOWNSHIP OF VAN BUREN

By: Kevin McNamara,
Its: Supervisor

By: Leon Wright,
Its: Clerk

**SUBARU RESEARCH AND DEVELOPMENT,
INC.**

By: _____,
Its: _____