

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**PITTSFIELD CHARTER TOWNSHIP**

**And**

**PITTSFIELD TOWNSHIP  
FIRE FIGHTERS UNION  
(International Association of  
Firefighters Local # 3008)**

**Effective January 1, 2009  
Expires December 31, 2013**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of January 2009, by and between Pittsfield Charter Township (hereinafter referred to as the "Township") and the Pittsfield Township Fire Fighters Union, also known as Local 3008 of the International Association of Fire Fighters (hereinafter referred to as the "Union"). The Agreement covers the calendar years of 2009 through 2013 and expires on December 31, 2013, under conditions further explained in Article 31.

Effective upon ratification of this contract, the titles for current Sergeant will become Lieutenant and current Lieutenant will become Captain. This is a title change only with all responsibilities and authority of the position remaining the same.

### **ARTICLE 1 – PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Township's success in establishing proper services to the community.

To these ends, the Township and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the Employees.

### **ARTICLE 2 – RECOGNITION, UNION SECURITY AND DUES**

The Township recognizes the Union as the sole and exclusive bargaining representative of the Pittsfield Township Fire Department.

- (a) Maintenance of Membership – All present and future Employees of the bargaining unit shall be required as a condition of employment to tender dues or an amount equal to the regular monthly dues set by the Union membership for the duration of the Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this subsection.
- (b) All full-time Fire Fighters of the Pittsfield Charter Township Fire Department, including the Fire Commander and the Fire Marshal, but excluding the Deputy Director-Fire Services, shall be members of this Union.
- (c) All new applicants for membership shall fill out the necessary form required by the contract in effect at the time of their employment.

## ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Rights and Responsibilities. It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency are solely a responsibility belonging exclusively to the Township and hereby recognized, included by way of illustration and not by way of limitations are: the rights to decide the number and location of Township fire personnel and facilities; the work to be performed within the unit; the scheduling of work days and hours and the necessity for overtime; the amount of supervision necessary within a unit; maintenance and repair of vehicles and equipment; methods; schedules of work; the selection, procurement, designing, engineering and control of equipment and materials; the right to enter into mutual aid pacts with other communities and the right to establish, maintain and enforce Rules and Regulations governing the operation of the Department and the Employees therein, providing that such Rules and Regulations do not specifically conflict with an expressed term of this Agreement.

Section 2. Selection and Direction of Work Force. It is further recognized that the rights and responsibilities for the selection and direction of the work force, including (but not by way of limitation) the right to hire (and establish all policies relevant thereto), suspend, discipline, assign, promote, lay off, transfer, discharge, or determine the amount of overtime to be worked are vested exclusively in the Township, provided that such rights shall not be exercised in such a manner as to specifically violate an expressed term of this Agreement.

Section 3. Chain of Command. It is recognized that the responsibility for directing the routine activities of the Employees on behalf of the Township is vested in the Director of Public Safety. The Director of Public Safety may delegate such authority in such a manner as he/she may determine and is consistent with applicable Township Rules and Ordinances. Until such time as the Township of the Township Supervisor authorizes other persons or entities to direct the activities of such Employees, by appropriate ordinance or otherwise, the Employees shall be obligated to obey the orders or directions of the Director of Public Safety and the established Chain of Command. It is further recognized that the right and responsibility for establishing an appropriate command structure is vested solely in the Director of Public Safety.

The Department shall provide Personnel Rules for use in the Department. In any conflict between the Township or Departmental Rules and this Agreement, this Agreement shall take precedence. It is agreed that a Union member shall be a part of a committee to discuss and inspect proposed Department Personnel Rules prior to their implementation.

## ARTICLE 4 – SENIORITY

Section 1. Probationary Period. A new Employee shall complete a probationary period before being afforded seniority under this Agreement. Such probationary period shall begin on the date of hire of such Employee, and shall end one (1) year later. It is recognized that an Employee shall be employed on a trial basis only during his/her probationary period.

It is recognized that the Township may discipline and/or discharge an Employee during his/her probationary period without such Employee and/or Union having any further recourse whatsoever; provided, however, that the Township shall not discharge an Employee arbitrarily or capriciously during his/her probationary period.

Section 2. Seniority Lists. The seniority list on the date of this Agreement will show name, job title and date of hire of all Employees of the Department entitled to seniority. The Township will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies upon request of the Union.

- (a) Seniority shall be based on the full-time Employee's length of full-time service in the Department, commencing on the Employee's date of hire as a full-time Fire Fighter.
- (b) Seniority shall not be affected by race, sex marital status or dependents of the Employee.
- (c) Seniority will be the major factor when selecting acting shift commanders, unless otherwise determined by the Director of Public Safety.

Section 3. Loss of Seniority. An Employee shall lose his/her seniority for the following reasons only:

- (a) He/she quits the Township employment.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) If an Employee is absent without leave or fails to return to work from leave, he/she shall be deemed to have quit.
- (d) If any Employee is absent without leave, excepting as set forth in Paragraph (c) hereof, the Township shall make contact by written communication or by oral conversation in the presence of a Union officer and require the Employee to return to work. Failure to return as instructed shall constitute loss of seniority by discharge.
- (e) If he/she does not return to work when recalled from layoff as set forth in the recall procedure, he/she shall be deemed to have quit. In proper cases, exceptions shall be made with the consent of the Township.
- (f) He/she retires.

Section 4. Seniority of Fire Fighters. Notwithstanding his/her position on the seniority list, the President of the Union, in the event of layoff, shall be continued at all times provided he/she can perform any of the work available. This section shall apply only if the President is a permanent full-time Employee and shall have completed his/her probationary period.

Section 5. Layoff and Recall.

- (a) The first Employee to be laid-off shall be the Employee with the least seniority in the rank and classification affected. Further layoffs from the affected rank and classification shall be accomplished by the inverse order of seniority.

- (b) In the event an employee is laid off from a classification, the employee shall apply this seniority in a classification to bump the least senior employee in an equal or the next lowest ranked classification which the employee has previously held, provided he/she has more seniority in said classification than the least senior employee in said classification. For example, in the event the Township reduces the number of Captains by one, the Captain with the least seniority as Captain would be removed from the Captain classification and bump the least senior Lieutenant, provided he/she has more seniority than the least senior Lieutenant. The "least senior Lieutenant" would then be laid off (assuming there is no other equal or lower-rank in the bargaining unit).
- (c) Employees who are laid off shall be recalled to their former rank in order of their rank seniority when the work force is to be increased.

Section 6. Notice of Layoff. The Director of Public Safety shall give written notice on behalf of the Township to the Employee and the Union on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least four (4) weeks before the effective date thereof.

Section 7. Retention of Seniority. If a member of the bargaining unit is promoted or voluntarily transfers to another position within the bargaining unit, he/she shall retain his/her seniority. If the Township does not wish to retain the member in this position within the first year, the member shall be returned to the highest previously held rank in the bargaining unit.

Section 8. Return of Previously Held Rank. If a member of the bargaining unit is promoted or voluntarily transfers to a position outside the bargaining unit within the Department of Public Safety, he/she shall retain his/her highest bargaining unit covered rank. If the Township does not wish to retain the member in the non-covered position within the first year, the member shall be returned to the highest previously held rank in the bargaining unit, and activate a bump-down process within the bargaining unit.

#### ARTICLE 5 – NO STRIKE/NO LOCKOUT

- (a) It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise during the terms of this Agreement. Recognizing the fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown, or a strike against the Township. The Township agrees during the same period, there will be no lockout.
- (b) The Township reserves the sole right to discipline any Employee or Employees up to and including discharge for violation of this section. Any appeal to the grievance procedure shall be limited to the questions of whether the Employee did in fact engage in any activity prohibited by this section.

#### ARTICLE 6 – UNION REPRESENTATIVES

Section 1. Union Executive Board. The Township recognizes the rights of the Union to elect an Executive Board consisting of a President, Vice President and a Secretary/Treasurer.

The President, or in his/her absence, a member of the Executive Board, shall be permitted a reasonable time to investigate, present and process grievances on the premises of the Township Department without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the President's/Executive Board Member's regular working hours shall be considered working hours in computing compensation if within the regular schedule of the President/Executive Board Member.

Section 2. Information. Information necessary to evaluate grievances or for collective bargaining proposals will be supplied upon request.

Section 3. Compensation for Negotiations. The Township agrees to compensate an Employee for all hours lost from his/her regular schedule while he/she is in attendance at negotiation meetings with Township representatives.

## ARTICLE 7 – GRIEVANCES

Section 1. Purpose. The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances.

Section 2. Informal Resolution. The informal resolution of difference or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

Section 3. Timely Action. The Township shall consider promptly all grievances presented and shall take such timely action as is required.

Section 4. Grievances Defined. The term “grievance” shall mean any dispute between the Township and the Union or between the Township and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of a specific article or section of this contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

Section 5. Grievance Procedure.

Step One. Grievance Procedure. An Employee who has a grievance shall discuss the complaint with his/her immediate supervisor, with or without the presence of his/her Union President. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The Employee shall have the right to discuss the complaint with his/her Union President before any discussion takes place with the supervisor. The supervisor shall make arrangements for the Employee to be off his/her job for a reasonable period of time in order to discuss the complaint with the Union President. In the absence of the Union President, the employee shall be represented by the Vice President and in the absence of the Vice President, by the Secretary/Treasurer.

Step Two. Grievance Procedure. If the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall report such grievance to his/her Union President as soon as possible, but in any case, within seven (7) working days of the event giving rise to the grievance or within seven (7) working days of when he/she should have reasonably known of the event.

The written grievance shall be prepared in detail and shall contain the following information:

- (a) Name or names of Employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specification of contract article violated.
- (d) Date of grievance.
- (e) Witness to grievance, if any.
- (f) Relief being sought by the Union.
- (g) Names of individuals alleged to have violated the contract.
- (h) Any pertinent facts which will facilitate the investigation of the grievance.

The Union President shall then discuss the grievance with the Deputy Director of Fire Services in attempt to resolve the grievance. This discussion shall be held within seven (7) working days of receipt of the grievance by the Union President and a decision in writing must be rendered by the Deputy Director of Fire Services within seven (7) working days with a copy of said decision going to the Employee and the Union President. Time limits may be extended by mutual written agreement of the parties.

Step Three. Grievance Procedure. If the grievance is not satisfactorily settled in Step Two after meeting with the Deputy Director of Fire Service, the Employee or the Union shall have the right to appeal in writing to the Director of Public Safety or his/her designee. The Employee of the Union President shall meet with the Director of Public Safety or his/her designee within seven (7) working days of presentation of the appeal. An answer, in writing, to the appeal shall be filed within seven (7) working days of the meeting. Time limits may be extended by mutual written agreement of the parties.

Step Four. Grievance Procedure. If the grievance is not satisfactorily settled in Step Three after meeting with the Director of Public Safety or his/her designee, the Union has the right to appeal, in writing, to the Township Supervisor. The Union President shall meet with the Township Supervisor and/or his/her designated representative within seven (7) working days of the presentation of the appeal. The Township Supervisor's answer, in writing, to the appeal, shall be filed within seven (7) working days after the meeting. Time limits may be extended by mutual written agreement of the parties.

Step Five. Grievance Procedure. If the answer of the Township Supervisor is unsatisfactory to both the Union and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree to an arbitrator within thirty (30) days, the services of MERC (Michigan Employment Relations Commission) shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

Section 6. Grievance Procedure. If a grievance is submitted to an arbitrator by the Union or the Township, under Step Five, the fees and expenses of such arbitration, including transcripts and stenographic services, shall be shared equally by the parties. Each party shall make arrangements to pay for the expenses of its own witnesses and exhibits.

Section 7. Power of the Arbitrator. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Township or the Union where such discretion has been retained by the Township or the Union, nor shall he/she exercise any responsibility or function of the Township or Union.

Section 8.     Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Union and/or the Employee will be required to submit all available information at each step of the grievance procedure.

Section 9.     No back pay or financial compensation shall be awarded prior to thirty (30) days from the date of filing of a written grievance.

## ARTICLE 8 – COMPENSATION

Section 1.     Wages. Included herein (Section 14, Wage Schedule) schedule showing the wage rates of the Employees covered by this Agreement.

Section 2.     Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate. Upon recommendation of the Director of Public Safety, the Township may approve initial compensation at a higher rate than the base rate of the salary schedule.

Section 3.     Starting Rate on Return from Military Service. Any employee who leaves or has left the Township's service to enter the active service of the armed forces of the United States and is subsequently reinstated into a position previously held by him/her shall be entitled to receive compensation at the step rate at which he/she entered military service, except he/she shall be entitled to receive all compensation increases granted at that step and grade during his/her period of military service.

Section 4.     Continuous Service. Service requirements for advancement within the compensation schedule and for other purposes as specified shall include the requirements of continuous service, which means employment in the Township Fire Department service without break or interruption. Leaves of absence with pay, and authorized leaves of absence of thirty (30) days or less without pay, shall not interrupt continuous service nor be deducted there from. Authorized leaves of absence without pay in excess of thirty (30) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two work days shall not count towards service time and shall be deducted from the total service such Employee had prior to such absence without leave.

Section 5.     Pay Periods. Employees shall be paid bi-weekly. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose upon the request of such Employee or of a Union representative.

Section 6.     Work Schedule. Employees shall be scheduled to work at the discretion of the Director of Public Safety. Department seniority will be considered when determining assigned scheduling. Employees will not be assigned or scheduled in an arbitrary or capricious manner.

**Section 7. Holiday Compensation.** All employees working scheduled shifts shall be paid on the last pay in November. Paid as follows:

<b>Holiday</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
<b>Compensation</b>	\$1,750	\$1,750	\$1,825	\$1,825	\$1,900

Employees shall have holiday pay prorated based on the holiday pay divided by the months of service, when assigned on a scheduled shift. Holidays for non-shift and 40-hour personnel shall be the same as established for general Township Employees.

**Section 8. Vacation Leave.** Full-time employees shall be granted annual vacation leave with pay subject to the terms and conditions set forth below. The vacation year is the calendar year. Vacation leave days which can be earned within each calendar year will be credited on January 1<sup>st</sup> of that year. Employees shall earn one-twelfth (1/12<sup>th</sup>) of their annual amount of vacation for each month of the calendar year that the employee works at least four (4) days of twenty-four (24) hours each in the case of 24-hour/day employees and at least ten (10) days in the case of forty (40) hour employees. For purposes of this provision, paid vacation hours, paid personal hours, and paid funeral hours shall also be counted as hours worked.

- (a) A probationary employee may not use accrued vacation time until completion of a satisfactory six (6) month evaluation. New hires will be credited with a pro-rata portion of vacation to be earned on date of hire.
- (b) Full-time 24-hour/day employees for the first five (5) years of continuous employment may earn up to a maximum of six (6) working days off for vacation per year. Scheduled full-time 24-hour/day employees with more than five (5) years but less than eleven (11) years of continuous employment may earn up to a maximum of ten (10) working days off for vacation per year. After ten (10) continuous years of employment, 24-hour/day full-time employees may earn up to a maximum of eleven (11) working days off for vacation per year.  
  
Full-time 40-hour employees for the first five (5) years of continuous employment may earn up to a maximum of twelve (12) working days off for vacation per year. After five (5) years, full-time 40-hour employees may earn up to a maximum of twenty (20) working days off for vacation per year. After fifteen (15) years, full-time 40-hour employees may earn up to a maximum of twenty-two (22) working days off for vacation per year.
- (c) Employees are encouraged to use vacation time during the calendar year in which it is earned. However, in no event will an employee be allowed to accumulate more than three hundred eighty-four (384) hours of vacation time at any one time for 24-hour/day employees and two hundred eighty-eight (288) hours for 40-hour/week employees.
- (d) Absence on account of sickness, off-the-job injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the Employee and the discretion of the Township, be charged against the vacation leave allowance.

- (e) If an Employee becomes ill or is injured while on vacation leave, upon request of the Employee and at the discretion of the Township (which may require proof of illness or injury), the vacation days may be converted and charged to any sick day accumulation.
- (f) Employees will be given preference according to department-wide seniority in selecting vacation leave.
- (g) Employees leaving the employment of the Township are entitled to secure reimbursement for earned but unused vacation, except if the employee fails to give at least fourteen (14) calendar days notice in writing in advance of his/her termination date, the employee forfeits all earned by unused vacation. Similarly, employees leaving the employment of the Township must reimburse the Township for any unearned vacation they may have used; a deduction from the final pay is hereby authorized.

Section 9. Sick Leave. The Fire Department 40-hour/week employees shall earn sick leave at the rate of one (1) day per month which may accumulate to a maximum of 2,080 hours. 24-hour/day employees shall earn sick leave at the rate of one-half a day per month (i.e., sick per year) to a maximum of 2,912 hours. In order to earn a day of sick leave, a 24-hour/day employee must work at least four (4) days of twenty-four (24) hours each and a 40-hour/week employee must work at least ten (10) days in the month. For purposes of this provision, paid vacation hours, paid personal hours, and paid funeral hours shall also be counted as hours worked.

One Time Only

Existing long-term and short-term sick banks shall be combined into one bank, with a cap of 2,912 hours for 24-hour/day employees and 2,080 hours for 40-hour/week employees. Effective June 1, 2009, any current member exceeding the designated cap, shall be allowed to cash out overage, upon his/her written request to Administrative Services. All other cash payouts shall follow the normal practice.

Any earned, accumulated sick leave over 1,456 hours for a 24-hour/day employee, or 1,040 hours for a 40-hour/week employee at the end of the calendar year, shall be paid off at one-half hour pay per hour of sick time at the then current hourly rate, upon the employee's written request to Administrative Services. Such requests must be made annually by January 7<sup>th</sup>. Said payoff shall be in the first pay in February of the following year.

Upon termination, unused accumulated sick time to a maximum of 1,040 hours for 40-hour employees and 1,456 hours for 24-hour employees may be converted to pay at the rate of one-half (1/2) hour of pay for every one (1) hour of sick time. The Director of Public Safety and/or Deputy Director of Fire Services shall be responsible for reviewing and approving the employee's sick leave. All sick leave time is allocated on January 1<sup>st</sup> of each year. A year-to-date record shall be reflected on each paycheck.

- (a) Employees are required to give daily notification, or other appropriate notice, to the department of necessity for taking sick leave. Notification must be given before the hour to report for work.

- (b) The Township may refuse to allow paid sick leave where, in its judgment, there is insufficient evidence to support the Employee's claim, or where the Employee has not given timely notice, as above.
- (c) A doctor's report may be requested and must be submitted by the Employee if the Township deems it necessary. In the event the request for a doctor's report is made, and the Employee does not furnish said document, sick leave pay will be denied.
- (d) An Employee will be required to submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to return to work without limitations or restrictions.
- (e) A forty-hour/week Employee using paid sick leave during a period that includes a designated holiday will be paid for such holiday in lieu of sick pay.
- (f) An employee who became ill while on vacation will be required to provide proof, by physician's statement, of the illness. If the Employee desires, and has sufficient accumulated sick time, the vacation leave may be converted to sick leave, after approval from the Township.
- (g) Employees are urged to make doctor and dental appointments on weekends and after work hours. When it is necessary to make such appointments during the regular workday, they must be approved in advance by the employee's immediate supervisor. Time off for appointments will be reported on the time sheet for the pay period in which incurred. Sick leave for this purpose will be charged in four (4) hour increments.
- (h) Employees who have exhausted their accumulated sick leave and do not report for work shall be terminated from their employment with the Township. If an Employee reaches the end of his/her accumulated sick leave time, the Employee may request an extension of such leave as provided under the "Prolonged Illness Leave" section.
- (i) Maternity leave shall be treated in accordance with the applicable sick leave and prolonged illness leave section of this contract and appropriate state and federal laws.

Section 10. Prolonged Illness Leave. Granted by action of the Township Board, a prolonged illness leave is an UNPAID leave granted in the best interest of the Township to an ill or injured Employee. This leave will be granted to a valued Employee, who has otherwise used all accumulated vacation and sick leave, but who will hopefully return to work upon recovery from the illness or injury involved. The Township Board may grant a prolonged illness leave for up to six (6) months.

- (a) During this period of up to six months, the Employee shall retain the position and job classification attained prior to leave.
- (b) Should the Employee not return to work in accordance with the approved leave schedule, the Township Board shall determine whether or not it is in the best interest of the Township to keep the position open. In such cases, the Employee must apply for an extended prolonged illness leave or be terminated from employment.
- (c) If the Employee requests an extension of the prolonged illness leave beyond the initial leave granted, the Township Board may authorize a thirty (30) day extension. This extension will be at the discretion of the Township Board in the best interest of the Township.

The Employee must provide a written physician's statement indicating the medical need for the additional time where circumstances require a longer than expected convalescence.

- (d) During the first six (6) months of a prolonged illness leave, hospitalization, life, and dental insurance will remain in effect, under the same payment agreement. Any other benefits (where permitted by the carrier) may be continued at the expense of the Employee. During an extended prolonged illness leave, all benefits may be continued (where permitted by carrier) at the expense of the Employee.

Section 11. Funeral Leave. An Employee will be granted leave with pay for a maximum of five (5) work days immediately following the death of a member of the immediate family. Immediate family shall be defined to include: parents, parents of current spouse, spouse, children, brothers, sisters, sisters or brothers-in-law, grandparents or grandchildren, step-parents, stepbrother, stepsister, step-children of a current spouse or of other relatives living in an Employee's home.

In the event of the death of members of the extended family, one (1) day off with pay will be granted. Extended family includes aunts, uncles, cousins, nieces, and nephews and other persons whose association with the employee was similar to any of the above relationships (e.g. companion, same domicile). These days shall not be deducted from accumulated sick time.

An additional leave, chargeable to the Employee's sick leave, may be granted due to death of the current spouse or children when approved by the Director of Public Safety and/or Deputy Director of Fire Services.

Section 12. Duty Disability.

- (a) A duty disability leave shall mean a leave required as a result of the Employee incurring a compensable illness or injury while in the employment of the Township covered by the Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first aid or treatment as may be recommended.
- (c) Employees on duty disability shall not accrue vacation or sick leave.
- (d) Permanent or probationary Employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Township shall receive duty disability pay as follows:
  - (1) The Township shall, for a period not to exceed one year from the date of injury, supplement without charge to sick leave or vacation, the difference between worker's compensation and the Employee's regular rate of pay, excluding any overtime or premium pay.
  - (2) If after one year of duty disability leave the Employee is unable to return to work, he/she shall receive payment from the Township for any accrued terminal benefits.

The Phrase “terminal benefits” when used in this Agreement shall refer to earned and accumulated (if any) vacation, sick, personal, and compensatory time in accordance with the rules for their use.

- (e) Employees shall not be entitled to more than one year duty disability leave arising out of the same injury or illness or any recurrence of an injury or illness for which the Employee has already received benefits under the provisions of this section.
- (f) The Township may employ temporary relief Fire Fighters when an Employee is on duty disability. Such temporary employment shall terminate upon the Employee returning to full duty.

Section 13. Absence Without Leave. An Employee who is to be absent from duty shall report the reason therefore to the Township prior to the date of absence when possible. All unauthorized and unreported absences shall be considered without leave and subject to dismissal.

Section 14. Wage Schedule.

**FIRE FIGHTER**

Steps	Effective 1/1/2009	Effective 1/1/2010	Effective 1/1/2011	Effective 1/1/2012	Effective 1/1/2013
<b>1 (Start)</b>	\$38,328	\$41,011	\$41,422	\$41,836	\$42,254
<b>2 (After 1 year)</b>	\$40,168	\$42,980	\$43,410	\$43,844	\$44,282
<b>3 (After 2 years)</b>	\$42,578	\$45,558	\$46,015	\$46,475	\$46,939
<b>4 (After 3 years)</b>	\$44,894	\$48,037	\$48,518	\$49,003	\$49,493
<b>5 (After 4 years)</b>	\$47,273	\$50,583	\$51,090	\$51,600	\$52,116
<b>6 (After 5 years)</b>	\$51,007	\$54,323	\$54,866	\$55,415	\$55,969

**FIRE LIEUTENANT**

Steps	Effective 1/1/2009	Effective 1/1/2010	Effective 1/1/2011	Effective 1/1/2012	Effective 1/1/2013
<b>1 (Start)</b>	\$54,026	\$59,158	\$59,750	\$60,347	\$60,951
<b>2 (After 1 year)</b>	\$55,674	\$60,962	\$61,572	\$62,188	\$62,810

**FIRE CAPTAIN**

Steps	Effective 1/1/2009	Effective 1/1/2010	Effective 1/1/2011	Effective 1/1/2012	Effective 1/1/2013
<b>1 (Start)</b>	\$56,853	\$61,402	\$62,016	\$62,636	\$63,262
<b>2 (After 1 year)</b>	\$58,388	\$63,060	\$63,690	\$64,327	\$64,970

**FIRE MARSHAL**

Steps	Effective	Effective	Effective	Effective	Effective
	1/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013
<b>1 (Start)</b>	\$56,853	\$61,402	\$62,016	\$62,636	\$63,262
<b>2 (After 1 year)</b>	\$58,388	\$63,060	\$63,690	\$64,327	\$64,970

**FIRE COMMANDER**

Steps	Effective	Effective	Effective	Effective	Effective
	1/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013
<b>1 (Start)</b>	\$60,975	\$65,853	\$66,512	\$67,177	\$67,849
<b>2 (After 1 year)</b>	\$63,780	\$68,882	\$69,572	\$70,267	\$70,970

The hourly rate for salary and longevity for 24-hour Fire Fighters (including Lieutenants and Captains) is determined by dividing the salary by 2,756 hours. The hourly rate for salary and longevity for 40-hour Fire Fighters (Fire Commander and Fire Marshal) is determined by dividing the salary by 2,080 hours.

**For longevity pay for a newly promoted Lieutenant, Captain, Fire Marshal, or Fire Commander, see Section 18 below.**

For a Lieutenant to qualify for a longevity step, the Lieutenant must have satisfactorily completed the Fire Officer I and II courses. In order to qualify for Step Two or a longevity step as Captain, Fire Marshal or Fire Commander, the employee must have satisfactorily completed the Fire Officers I, II, and III courses. Current employees must satisfactorily complete the required course work within two (2) years.

In addition to the straight time hourly rate for 2,756 hours (Fifty-three (53) hours per week multiplied by fifty-two (52) hours per week), Fire Fighters, Lieutenants and Captains shall receive overtime at the rate of time and one-half their hourly rate for three hours per week, paid biweekly, for the duration of the agreement. This overtime payment will compensate said Employee for working the 56-hour workweek schedule rather than a 53-hour workweek schedule.

After an Employee is absent for five consecutive days, he will not receive overtime pay until he returns to work.

Furthermore, any hours worked in addition to the Captain's, Lieutenant's, and Fire Fighter's, regularly scheduled workweek will be paid at the rate of time and one-half his/her hourly rate.

The Fire Marshal and Fire Commander's bi-weekly pay shall be the annual salary divided by 26. The Fire Marshal shall be entitled to overtime after 40 hours, although his/her schedule may be flexed to meet the needs of the Department. The Fire Commander shall not be entitled to any overtime compensation, except as otherwise provided in Article 27. Section 15. Computation of Back Wages. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

Section 16. Pay advance. If a regular pay day falls during an Employee's vacation and he/she is to be on vacation for two weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An Employee must make a request to the Township Clerk's office for his/her check two (2) weeks before the pay day he/she expects to receive the check if he/she desires to receive it in advance.

Section 17. Posting of Vacation and Sick Time. The Township will supply a running breakdown of vacation and sick days on each Employee's bi-weekly check stub.

Section 18. Longevity Pay. There shall be two or three longevity steps (see Schedule A, Section 14, above). The first longevity shall be after five (5) continuous years of employment and the second longevity step shall be after ten years of continuous employment. The third longevity step, if applicable, shall be after fifteen (15) years of continuous employment.

Fire Fighters:

1 <sup>st</sup> Longevity (After 5 Yrs) -	+\$600 over Step 6 on FF Schedule
2 <sup>nd</sup> Longevity (After 10 Yrs) -	+\$1,200 over Step 6 on FF Schedule

Lieutenants:

1 <sup>st</sup> Longevity (After 5 Yrs) -	+\$600 over Step 3 on Lt. Schedule
2 <sup>nd</sup> Longevity (After 10 Yrs) -	+\$1,200 over Step 3 on Lt. Schedule

Captains:

1 <sup>st</sup> Longevity (After 5 Yrs) -	+\$750 over Step 3 on Cpt. Schedule
2 <sup>nd</sup> Longevity (After 10 Yrs) -	+\$1,500 over Step 3 on Cpt. Schedule
3 <sup>rd</sup> Longevity (After 15 Yrs) -	+\$1,900 over Step 3 on Cpt. Schedule

Fire Marshal:

1 <sup>st</sup> Longevity (After 5 Yrs) -	+\$750 over Step 3 on Fire Marshal Schedule
2 <sup>nd</sup> Longevity (After 10 Yrs) -	+\$1,500 over Step 3 on Fire Marshal Schedule
3 <sup>rd</sup> Longevity (After 15 Yrs) -	+\$1,900 over Step 3 on Fire Marshal Schedule

Fire Commander:

1 <sup>st</sup> Longevity (After 5 Yrs) -	+\$750 over Step 3 on Fire Commander Schedule
2 <sup>nd</sup> Longevity (After 10 Yrs) -	+\$1,500 over Step 3 on Fire Commander Schedule
3 <sup>rd</sup> Longevity (After 15 Yrs) -	+\$1,900 over Step 3 on Fire Commander Schedule

In the case of a newly-promoted Fire Commander, Captain, Lieutenant or Fire Marshal, if the individual already has five (5) years of continuous employment with the Township, the Fire Commander, Captain, Lieutenant, Fire Marshal, will receive the starting rate for his/her respective classification, plus the applicable longevity stipend for five years (i.e., \$600 for Lieutenants, \$750 for Captains, Fire Marshal and Fire Commander).

If the Lieutenant/Captain/Training Officer/Fire Marshal already has ten (10) years of continuous employment, the Lieutenant/Captain/Fire Marshal/Fire Commander will receive the start rate of his/her respective classification, plus the applicable longevity stipend for ten (10) years (i.e. \$1,200/\$1,500). After two (2) years in the new classification, longevity shall be as set forth in the Wage Schedule.

## ARTICLE 9 – ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 1. Transfer of Employees. If an Employee is transferred to a position within the Department but not included in the Unit, and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 2. Vacancy. When it is determined by the Township that there is a vacancy or a newly created position classification within the bargaining unit, members of the unit shall be eligible to be considered for transfer or to be promoted to said position classification but must be deemed most qualified by test procedures.

Section 3. Openings. Openings referred to in Section 2 will be posted in a conspicuous place in the Township Fire Department at least seven (7) days prior to filling said opening.

Section 4. Eligibility for Promotions. An Employee must have one (1) year of full-time service with the Pittsfield Township Fire Department and have completed their probationary period, to be eligible for promotion within the Unit.

Section 5. Test Procedures for Promotion. A testing procedure will be used to fill openings by promotion. If the qualifications of all applicants are equal, preference shall be given to the most senior Employee.

Section 6. Educational Standards for Promotion. All Employees are encouraged to expand their professional knowledge and ability on their own time. Therefore, for a Fire Fighter to be eligible for a promotion, the Employee within the last twelve (12) months must have:

- (a) Passed a college course/courses toward and approved degree program; or
- (b) Completed some specialized training approved by the Township. The Township will pay the tuition fees for the above education, if such education is approved by the Director of Public Safety.

The above promotional requirements are waived for personnel who are holders of BA or Associates Degrees from an accredited university or college, or for those Employees who have more than fifteen (15) years of firefighting experience. The above promotional requirements may also be waived by mutual agreement of the Director of Public Safety and the Union.

Section 7. Conversion From 24-hour Position to 40-hour Position. In the event a Fire Fighter goes from a 24-hour/day position to a 40-hour/week position, the following conversions shall take place:

1. Vacation Time – The employee will carry over hours earned to a maximum of 200 hours. All hours over 200 will be paid out at the employee's hourly rate prior to the change.

2. Sick Time – Employees will carry over hours earned in the sick time bank. All hours earned in the short-term sick bank in excess of 1,040 will be paid off at the employee’s hourly rate prior to the change.
3. Comp Time – Hours in the comp time bank will be paid out at the employee’s hourly rate prior to the promotion.

Section 8. Tuition Reimbursement. Any regular full-time Employee is eligible to be a participant of the Pittsfield Township Educational Assistance Plan providing the following conditions are met:

- (a) The Employee must have held employment status as a regular employee of the Charter Township of Pittsfield for a period of no less than six (6) consecutive months on the date of starting an approved course.
- (b) As determined by the Township Supervisor, through input from the Department Head, and approved by the Township Board, that the course is directly related to the assigned duties of the Employee in his/her present position and direct application of knowledge to be gained in the course can be clearly stated; or the course is in preparation for possible future duties that may be assigned the employee.
- (c) Reimbursement, upon satisfactory completion of an approved course with a grade of “C” or better for undergraduate courses, of “B” or Better for graduate courses, shall be one hundred percent (100%) of tuition only. Tuition is defined as the cost of instruction only. It is not to be interpreted as including the cost of books, travel expenses, registration fees, late fees, added fees of any kind, or the cost of course credit if separate from the cost of instruction. Reimbursement for general education courses required as part of an academic degree program, except for a course which instructs the employee in any sport, game, or hobby, shall be fifty percent (50%) of tuition only.
- (d) The Employee requests the tuition reimbursement and it is approved prior to starting classes.
- (e) The course work and class time is to be completed during off-duty working hours of the Employee.
- (f) Evidence of satisfactorily completing the course(s) in conjunction with proof of total payment for tuition is to be presented to the Township Supervisor in order to receive any tuition reimbursement from the Township.
- (g) Any stipend, grant, scholarship, etc. which contributes toward the tuition payment shall be deducted on a prorated basis from the Township’s assistance payment.
- (h) Educational benefits will not be provided for degree programs beyond the first bachelor’s degree.

- (i) Any employee shall be required to repay all money received under this Section 8 in the event the employee separates from the Township within a three-year period subsequent to completion of the course in accordance with the following chart:

<u>If the Employee Separates:</u>	<u>Amount to be Paid:</u>
After less than one (1) full year	Repaid in Full
After one (1) full year but less than two (2) years	66-2/3% Repaid
After two (2) full years but less than three (3) years	33-1/2% Repaid
After three (3) full years	No Repayment

Repayment shall be in one lump sum to be deducted from the employee's final paycheck, a payroll deduction is hereby authorized, or reimbursement shall be made forthwith by the employee upon separation of employment in the event there are not sufficient funds in the employee's final paycheck.

- (j) The maximum tuition reimbursement per participant shall be \$1,200 per fiscal year.

Section 9. Temporary Assignment. Temporary assignments for the purpose of filling vacancies within the Department will be granted to a qualified Employee for such job. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. It shall be considered a vacancy if created by promotion, retirement, termination, resignation or extended sick leave and shall be filled no later than the 10<sup>th</sup> scheduled shift day. It shall not include filling-in for employees on routine vacations sick or leave days.

Section 10. Maintenance/Cleaning of Department of Public Safety Buildings and Grounds. Members/Employees of this unit shall carry out assigned/scheduled maintenance and cleaning of the grounds and buildings. It is understood that cleaning and maintenance includes areas like the fire quarters, apparatus room, Fire Stations I, II, and III, but does not include areas like the Police Department or outside lawn mowing, or normally clearing the station parking lots of snow (but it does include clearing sidewalks of snow and assisting to clear station parking lots, when the snow cannot be handled by the outside contractor.)

Section 11. Trade Time. Time worked as part of a trade does not count toward benefit accruals.

## ARTICLE 10 – PERSONAL TIME

Section 1. Full-time employees who have completed their probationary period on December 31<sup>st</sup> of the previous year shall be granted up to twenty-four (24) hours personal time for the purpose of attending to personal matters which cannot be cared for outside the employee's normal working hours for the following calendar year. A month of work shall be defined as any month in which the employee works four (4) or more days in the month in the case of a twenty-four (24) hour employee and ten (10) days or more in the case of a forty-hour employee. For purposes of this provision, paid vacation days, paid personal days and paid funeral leave shall also be counted as days worked.

Personal leave may be used at the Employee's discretion, provided the orderly and efficient operation of the Department is not impaired and provided a written request for the use of personal time is approved by the Director of Public Safety and/or Deputy Director of Fire Services at least seventy-two (72) hours in advance of the requested time-off.

Emergency situations may be authorized on a shorter notice on a situation-by-situation basis. Personal time is non-accumulative and shall not accrue beyond the end of the fiscal year in which the days are provided. There shall be no payoff of earned, unused personal time in the event of termination of employment. For ease of use, the personal time bank fiscal year will run until 0700 on January 1<sup>st</sup> to cover the entire shift of on-duty personnel scheduled on December 31<sup>st</sup>.

Section 2. Compensatory Time. Regularly-scheduled Captains, Lieutenants, and Fire Fighters may accumulate a maximum of 48 hours of compensatory time in his/her time bank. Compensatory time may be refilled at any time.

The use of compensatory time follows the same procedure as Personal Time (See Article 10, Section 1). Compensatory time must be used in the same year it is earned. If requested by the employee in writing, the last pay period of the year will include payment for any unused compensatory time.

## ARTICLE 11 – EQUIPMENT

Equipment shall be issued to Fire Fighters as the Director of Public Safety shall deem necessary to enable them to carry out their duties herein described. Such equipment issued shall include initial issue of uniforms, badges, identification cards, and protective clothing. Issued equipment shall remain the property of Pittsfield Charter Township. Dress uniforms and dress shoes are purchased for new employees after the employee obtains seniority.

The following will be provided by the Township.

- (a) Three short sleeve shirts
- (b) Three long sleeve shirts and three (3) New York-style shirts
- (c) Three pairs of uniform trousers
- (d) One winter jacket
- (e) One spring jacket
- (f) One winter hat
- (g) One dress uniform and dress hat
- (h) Six t-shirts
- (i) One pair of dress shoes
- (j) Full set of turnout gear, meeting current NFPA standards, to consist of:
  - 1. 1 turnout coat
  - 2. 1 pair of bunker pants
  - 3. 1 pair of short boots (bunker boots, structural fire fighting boots)
  - 4. 1 helmet
  - 5. 1 Nomex hood
  - 6. 2 pair of gloves
  - 7. 1 flashlight
  - 8. pager (latest technology in the Department)
- (k) Three short sleeve tactical polo shirts.
- (l) One pair of Duty Boots (station wear)

## **ARTICLE 12 – UNIFORM MAINTENANCE**

- (a) Employees shall receive replacement of all issued uniforms from the department upon the uniform item becoming worn, damaged and/or unserviceable. Such uniform items shall be presented to the office of the Director of Public Safety for determination on the condition of the uniform item.
- (b) The Director of Public Safety shall make all final determinations on any changes in the uniform. Such changes shall not be made without first receiving recommendations and input from members of the department's uniforms committee.

## **ARTICLE 13 – DENTAL INSURANCE**

The Township will provide at its expense, dental insurance to the department in accordance with plan documents. (See Appendix B). If an Employee's spouse is employed by the Township, only one family plan will be provided for the two of them.

## **ARTICLE 14 – OPTICAL INSURANCE**

The Township provides family optical care benefits under a self-insured plan. Coverage includes eye examinations, single lens prescription, multi-focal lenses, plastic lenses, oversize lenses, or contact lenses up to a maximum of \$300.00 per family member in a twenty-four (24) month period.

Paid receipts must be submitted to the Supervisor's Office for reimbursement processing, along with a copy of the lens prescription (employee only). If an employee's prescription changed within the allotted 24-month period, upon obtaining an examination, the employee is entitled to an additional optical benefit as specified above. The prescription change benefit is not to be utilized more than one (1) time every twelve (12) months, and is not provided to family members.

## **ARTICLE 15 – HOSPITALIZATION INSURANCE**

Section 1. The Township will provide at its expense a group hospitalization benefit which will contain hospital and surgical benefits, master medical benefits, pre and post natal care benefits and a medical prescription rider in accordance with plan documents. (See Appendix C).

Section 2. Employees of the Township who are husband and wife must choose one and the same family plan.

Section 3. Regular, full-time employees who are eligible for the Township's health insurance shall be entitled to participate in an Employer-sponsored opt-out program. A Section 125 Plan shall be adopted. Employees are required to show that a spouse has health care coverage that includes the employee (from other than Pittsfield Charter Township) before said employee will be eligible to participate in the opt-out program.

A participating employee will be entitled to accrue a payment of \$100 per monthly billing period for any billing period during which said hospitalization insurance was not provided by the Township under the conditions set forth herein.

- a. Said payment shall be made as an adjustment to a regular paycheck in December each year. Only those employees employed as of the date of payment and enrolled in the opt-out plan shall be entitled to payment in lieu of insurance.
- b. Said payment shall be for twelve (12) calendar billing periods each year.

In the event the spouse's health care plan ceases to cover the employee, the employee may re-enroll in one of the Township's sponsored health plans, provided the employee applies within sixty (60) days from loss of coverage and submits verification of loss of such coverage at that time. Coverage under the Township plan shall then become effective at the beginning of the next billing period, or as soon thereafter as permitted by the health provider.

Section 5. For the life of this agreement, employees who retire from the Township with 25 or more years of service, 10 or more of which are after age 45, and are covered under the Township's Health Insurance, shall be eligible for retiree health insurance under the terms or conditions set forth in the Township Handbook.

#### **ARTICLE 16 – LIFE INSURANCE**

The Township will provide group life insurance coverage equal to one and a half times an Employee's base salary to the nearest five thousand dollar unit.

#### **ARTICLE 17 – INSURANCE ELIGIBILITY**

Section 1. Health, Life, Dental and Optical shall become effective on the first of the month following the employee's date of hire, provided the employee is actively at work on the date the insurance is to be effective and the employee enrolls in the application plan(s).

Section 2. Health, Life, Dental and Optical cease on the date the employee's services are terminated or the date the employee is laid off or goes on a leave of absence, except as provided for under FMLA leaves of absence and except in the case of duty disability leave and prolonged illness leaves under Article 8, Section 12, where health insurance, life and dental will be continued by the Employer for the first six (6) months of said leaves. Thereafter, it shall be subject to applicable COBRA regulations.

Section 3. Eligibility, coverage and benefits under the Health, Life, Dental and Optical Plans are subject to the availability of such plans and the terms and conditions contained in the contracts between the Township and the carrier(s)/provider(s). It is further agreed that the only liability assumed by the Township is to pay the premiums up to the level specified herein.

**ARTICLE 18 – LEAVES OF ABSENCE/  
FAMILY AND MEDICAL LEAVE ACT**

**Section 1.** Any employee desiring a leave of absence from his/her employment for other than Family and Medical Leave Act leaves, must secure written permission from the Director of Public Safety. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Director of Public Safety. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, except as otherwise provided under Article 8, Sections 10 and 12.

**Section 2.** In accordance with the Family and Medical Leave Act (FMLA) of 1993, a FMLA leave will be granted for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (c) To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- (d) The employee is unable to perform the essential job functions because of a "serious health condition" as provided in Article 9, Sections 12 and 13.

FMLA leaves denoted as (a) through (c) above, are only available to employees who have been employed by the Township for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

FMLA leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

If Family and Medical leave is requested because of an employee's serious health condition under Section 2(d) above, the employee must first use all of his/her accrued paid sick and personal leave time (in that order).

If Family and Medical Leave is requested to care for the employee's spouse, son or daughter, or parent, who has a serious health condition, the employee is not required to first use his/her personal days and accrued paid vacation. If Family and Medical Leave is requested for any other reason, the employee must first use all of his/her personal days and accrued paid vacation (in that order). The remainder of the leave will then be unpaid.

If an employee uses paid (e.g., sick, vacation or personal leave ) or unpaid leave under circumstances which would qualify as Family and Medical Leave, such leave will be substituted for (i.e., counted against) the employee's twelve (12) week Family and Medical Leave entitlement if so designated by the employer.

If either the employee or the employer designates paid leave as family and medical leave after leave has begun (e.g., when an employee requests and extension of paid leave with unpaid Family and Medical Leave), the entire or some portion of the paid leave may be retroactively counted as Family and Medical Leave, to the extent that the leave period qualified as Family and Medical Leave.

## **ARTICLE 19 – LIMITATIONS OF AUTHORITY AND LIABILITY**

**Section 1. Prohibition of Work Stoppage or Slowdown.** Under no circumstances will the Union cause or authorize or permit any Employee to cause, nor will any Employee take part in or cause, any activity violative of Public Act 336 of 1947, as amended. Furthermore, the Union will not permit nor shall any Employee engage in any curtailment of fire services by failure to report to work by either feigned or pretense of illness.

In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved Employee in writing that their conduct is in violation to this Agreement, that they shall be disciplined for such conduct up to and including discharge, and that such Employees should immediately cease the conduct that is violative of this Agreement.

The Township shall have the right to discipline, up to and including discharge, any Employee who instigates, participates in or gives leadership to any work stoppage or curtailment herein prohibited. The Township shall not lock out any Employee during the terms of this Agreement.

If the Union causes or authorizes Employees to engage in any conduct violative of Public Act 336 of 1947 as amended, it shall be deemed to be in breach of this Agreement until such time as such conduct ceases, and no action subsequent to the Union's causing or authorizing the violative conduct shall be deemed to mitigate in any way the damages incurring against the Union for such breach.

**Section 2. Violation of Arbitration and Grievance Procedure.** Any individual Employee or group of Employees who willfully violate or disregard the arbitration and grievance procedures set forth in Article 7 of this Agreement may be discharged by the Township without liability on the part of the Township or the Union.

**Section 3. Access to Administrative Offices.** The Township agrees that it will allow properly accredited representative of the Union access to the Administrative Offices of the Township at any reasonable time for the purpose of policing the terms and conditions of the Agreement.

**Section 4. Examination of Time Sheets.** The Union shall have the right upon reasonable notice to examine the time sheets at the Township office and any other records pertaining to the computation of compensation of any Employee whose pay is in dispute, or any other records of the Township Department pertaining to a specific grievance.

## **ARTICLE 20 – PENSION PLAN**

The Township and this bargaining unit will apply to become members of the Michigan Municipal Employees Retirement System (MERS) with benefit levels of B3, FAC3, and F55/15. Employees will participate by contributing five (5) percent of their total compensation.

## **ARTICLE 21 – FINANCIAL INSTITUTIONS**

The Township agrees to deduct from each Employee who so authorizes it in writing, a specified sum from each and every payroll, and to deposit this sum to either a credit union or bank as specified by such Employee. The Employee may revoke at any time this authorization and assignment by filing with the Township a statement that he/she does not wish the Township to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by the Township.

## **ARTICLE 22 – BONDS AND LIABILITY INSURANCE**

Section 1. Bonds. Should the Township require any Employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Township.

The primary obligation to procure the bonds shall be on the township. If the Township cannot arrange for a bond within ninety (90) days, it must so notify the Employee in writing. Failure to give such notices shall relieve the Employee of the bonding requirement. If proper notice is given, the Employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangement; standard premiums only on said bond to be paid by the Township for bonds applicable to all other Employees.

If there is any excess premium to be paid, it shall be paid by the Employee.

Section 2. Liability Protection. The Township shall provide liability protection for all Township fire personnel.

## **ARTICLE 23 – LOSS OR DAMAGE**

Uniforms or department approved equipment damaged in the line of duty will be replaced by the Township, provided the damaged equipment is turned in to the Township and the Director of Public Safety determines both the equipment is not usable due to the damage incurred and that the damage was clearly not the result of negligence on the Fire Fighter's part. Proof of damage having been in the line of duty must be presented to and approved by the Director of Public Safety.

## **ARTICLE 24 – EQUIPMENT, HEALTH AND WELFARE**

### **Section 1. Unsafe Vehicles.**

- (a) The Township shall not require Employees to take out on the streets or highways any unsafe vehicle. It shall not be in violation of this agreement where Employees refuse to operate such equipment unless such refusal is unjustified or “unreasonable under the circumstances,” in which case the Employee may be subject to discipline up to and including discharge. Determination of justifiable cause shall be left to the discretion of the Director of Public Safety.
- (b) The Township shall not require an Employee to use, operate or carry any equipment that is unsafe. Determination of condition shall be left to the discretion of the Director of Public Safety.

## **ARTICLE 25 – WORKERS’ COMPENSATION INSURANCE**

The Township agrees to cooperate toward the prompt settlement of Employee on-the-job injury and sickness claims when such claims are due and owing. The Township shall provide Workers’ Compensation protection for all Employees.

## **ARTICLE 26 – MILITARY SERVICE**

**Section 1. Reinstatement of Seniority Employees.** Any Employee who enters into active service in the Armed Forces of the United States shall, within thirty (30) days after termination of such service, be offered reemployment into his/her previous position unless the circumstances have so changed as to make it unreasonable to do so.

**Section 2. Probationary Employees.** A probationary Employee who enters the Armed Forces and meets the foregoing requirements must complete his/her probationary period.

**Section 3. Leave of absence for Veterans.** Employees who are reinstated in accordance with the Universal Military Training Act as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement. Employees shall not accrue seniority or benefits during such leaves of absence.

## **ARTICLE 27 – OVERTIME/CALLBACK**

Any full-time Employee, except the Fire Commander, who is governed by Article 8, Section 14, who works overtime or is called back to work shall be paid at time and one-half his/her regular hourly rate of pay.

Overtime is to be paid in quarter-hour increments (ten minutes in a quarter hour constitutes a quarter hour). If a Captain, Lieutenant, or Fire Fighter is called back to work, he/she shall be paid for a minimum of one hour of overtime unless such call back is continuous or contiguous to the Employee’s assigned shift.

In this instance, the Employee shall be paid overtime for the exact hours or portion thereof worked. The Fire Marshal shall also be entitled to the one hour minimum, unless his/her schedule has been flexed.

Consideration will be given for Captain, Lieutenant and Fire Fighters to work overtime before the Fire Commander or Fire Marshal is assigned. The best interest of the Township and the Employee's desire will be considered. When overtime is required and assigned to a Captain, Lieutenant or Fire Fighters, seniority will be considered. In the event of an emergency (acute sickness) seniority will be considered; however, the first available Captain, Lieutenant, or Fire Fighter will be assigned to cover the remainder of the shift.

If an emergency situation requires the Fire Commander or Fire Marshal to fill-in for a Captain, Lieutenant or Fire Fighter on a regularly scheduled shift, with prior approval of the Director of Public Safety and/or Township Supervisor, in the Director's absence, the Fire Commander or Fire Marshal will be paid at the rate of time and one half the Step 3 Captain's hourly rate for such time worked outside his/her normal day. It is understood that this happens on a very infrequent basis, that the employee is qualified to perform the duties in question and only after attempts have been made to fill the shift with Captain, Lieutenant or Firefighter. The term Fire Fighter includes those bargaining unit members in the Captain, Lieutenant and Shift Commander positions.

## **ARTICLE 28 – UNION RIGHTS**

Section 1.     Discussion of Union Business. Members shall be permitted to discuss Union business with other members during duty hours, provided such discussions shall not interfere with the performance of the member's duties.

Section 2.     Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the President of the Union.

Section 3.     Special Conference. Special conferences on important matters will be arranged between the Union and the Township upon the request of either party. Such meetings shall be between one or more representatives of the Township and at least one member of the Union. Arrangements for such conferences shall be presented at the time the conference is requested with a copy to the Director. Matters taken up in special conferences shall be confined to those matters included in the agenda unless both parties agree to include other items. It is recognized that such special conferences are for clarification purposes and possible resolutions of problems that might invoke the grievance procedure. The parties will attempt to schedule the conference within ten (10) calendar days after the request is made.

Section 4.     Equality of Treatment. It is agreed by the Township and the Union that the Township shall provide equality of opportunity, consideration and treatment of all members of the unit and to establish policies and regulations that will ensure such equality of opportunity, consideration and treatment of all members employed by the Township in all phases of the employment process.

Section 5.     Township Department Personnel Files. A member's personnel file shall be kept under the control of the Director of Public Safety. The Township shall not allow anyone other than the Fire Fighters of the Township to read, view, have a copy of, or in any way pursue in whole or in part, a member's personnel file or any confidential document which may become part of his/her file except as provided by statute.

## ARTICLE 29 - GENERAL

Section 1.     Discrimination. Neither members nor applicants for employment in the Township Department shall be discriminated against because of race, religion, sex, creed, color, or national origin, marital status, height, weight, handicap or disability. Active efforts shall be made to encourage applicants for employment in the Department from all racial, religious and nationality groups. The Township shall take steps to ensure that the Department assignments and promotions are given on an equal and nondiscriminatory basis. Membership in the Union shall be open to every Employee covered by this contract on a non-discriminatory basis.

Section 2.     Aid to Other Organizations. The Township will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization, for the purpose of undermining the Union's representation of members in the Department.

Section 3.     Provision of Legal Counsel. The Township shall provide to the Employee such legal assistance in conjunction with existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said Employee is in the performance of his/her duties and responsibilities; provided that there is no obvious and purposeful violation of the law by the Employee. This shall apply only to civil suits.

Section 4.     Jury Duty. An Employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

Section 5.     Bulletin Boards. The Township will provide a bulletin board in the fire department which may be used by the Union for posting of notices. The posting of anything which could be construed as derogatory in nature shall strictly be prohibited. The designated Union representative shall be responsible for policing of the bulletin board in compliance with this contractual agreement. Permissible items include:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Miscellaneous items placed on the board by employees, such as "for sale" notices.
- (f) Union activities.

Section 6.     The parties have agreed that the Drug/Alcohol policy set forth in the employee handbook shall apply to the members of the bargaining unit. In the event the Township amends the policy for the Township employees, it will discuss the proposed amendment with the Union before it becomes effective.

### **ARTICLE 30 – SEPARABILITY AND SAVINGS CLAUSE**

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

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Township for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Township or Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

### **ARTICLE 31 – TERMINATION AND MODIFICATION CLAUSE**

This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2013, and shall continue in effect for successive yearly periods after December 31, 2013, unless written notice is given by either the Pittsfield Fire Fighters Union or Pittsfield Charter Township at least one hundred twenty (120) days prior to December 31, 2013, of its desire to modify, amend, or terminate this Agreement. Negotiations shall commence no later than ninety (90) days prior to the expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

### **ARTICLE 32 – INTERPRETATION**

Nothing in this contract shall be held to conflict with the laws of the United States and the State of Michigan relating to veteran's preferences, wage and hour laws, workers' compensation or other similar laws.

### **ARTICLE 33 – JOINT LABOR MANAGEMENT TEAM**

A Joint Labor Management Team (JLMT) shall be created to address day-to-day operational issues and concerns of the parties. The Team shall consist of the following representatives:

- Up to 3 members of the Pittsfield Charter Township Fire Fighters Union (Local 3008)
- Up to 3 members of the Township Administration
- Deputy Director – Fire Service
- Director of Public Safety

The JLMT shall begin meeting in April, 2009. The Team shall designate a regular meeting schedule.

**ARTICLE 34 – TRAINING**

**MFR/EMT/Paramedic Licensure.** The Township shall offer in-house training for staff to obtain the required continuing education credits needed to maintain the employee’s **current** level of EMS licensure. A snapshot of staffs’ current level of licensure is included as Appendix A. It is mutually agreed that said Appendix “A” and the contents thereof shall constitute part of this Agreement.

As such licensures are the property of the holder; it shall be the individual’s responsibility to maintain compliance for their current licensure level. Therefore, if staff does not take advantage of the education and training offered by the Township, it shall be their responsibility to obtain the training elsewhere on their own time and to assume the cost of such coursework.

**Special County-Wide Teams.** The Township has made a commitment to provide resources to County-Wide Specialty Teams. Therefore, if staff is assigned to such teams, the Township shall pay for the necessary training and time spent in training for staff to maintain the required training as designed by the Team. It is understood that Article 3 shall continue to apply relative to management having the right and responsibility to direct its work force.

IN WITNESS HEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

PITTSFIELD CHARTER TOWNSHIP

By: 

Its: \_\_\_\_\_

By: 

Its: Township Clerk

PITTSFIELD CHARTER TOWNSHIP  
FIRE FIGHTERS UNION

By: 

Its: PRESIDENT

By: 

Its: SEC. / TREAS.

**PITTSFIELD TOWNSHIP FIRE FIGHTERS UNION**

APPENDIX A

Jody Bach	EMT
Ed Carnahan	EMT
Mike Chevrette	EMT Specialist
Adam Corwin	EMT
Bradley D'Agostino	EMT
John Decaro	EMT
David Derksen	EMT
David Dorian	EMT
Jeff Foulke	EMT
Sean Gleason	Paramedic
William Graham	EMT
Scott Koepe	EMT
Craig Liggett	Paramedic
William Moffett	EMT
Dan Olson	Paramedic
Greg Payeur	EMT
Gary Polenz	EMT
Ryan Rieben	Paramedic
Jason Sperle	EMT
Joseph Yurkunas	EMT



Delta Dental Premier
Summary of Dental Plan Benefits
For Group# 0002022-0001, 0099
Charter Township of Pittsfield

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. In the event that you seek treatment from a dentist that does not participate in any of Delta Dental's programs, you may be responsible for more than the percentage indicated below.

Control Plan - Delta Dental of Michigan

Benefit Year - October 1 through September 30

Covered Services -

Table with 3 columns: Service Description, Plan Pays, and You Pay. Rows include Class I Benefits (Diagnostic and Preventive Services, Emergency Palliative Treatment, Brush Biopsy), Class II Benefits (Radiographs, Major Restorative Services, Minor Restorative Services, Periodontic Services, Endodontic Services, Oral Surgery Services, Relines and Repairs, Other Basic Services), Class III Benefits (Prosthodontic Services, Implants), and Class IV Benefits (Orthodontic Services, Orthodontic Age Limit).

- List of 9 bullet points detailing coverage rules: Oral exams payable twice in 12 months; Prophylaxes payable twice in 12 months; Fluoride treatments payable twice in 12 months for people up to age 19; Bitewing X-rays payable once in 12 months and full mouth X-rays payable once in 5 years; Composite resin restorations optional on posterior teeth; Porcelain crowns optional on posterior teeth; Implants and implant related services payable once per tooth in 5 years; People with high-risk medical conditions may be eligible for additional prophylaxes or fluoride treatment.

## Appendix B

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to the International SOS Assistance (I-SOS) worldwide network of dentists and dental clinics. English-speaking I-SOS operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** – \$1,000 per person total per benefit year on all services except Orthodontics. \$1,500 per person total per lifetime on Orthodontic Services.

**Deductible** – None.

**Waiting Period** – Employees who are eligible for dental benefits are covered on the first day of the month following the employee's date of hire.

**Eligible People** – All eligible employees (0001) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (0099).

Also eligible are your legal spouse, your dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried children who are eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application card or separately on individual application cards, but not both. Your dependent children may only be enrolled on one application card. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract. The Contractor pays the full cost of this plan.

Benefits will cease on the last day of the month in which the employee is terminated.

## 00151458-0001-0001 Pittsfield Charter Township

This is intended as an easy to read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

**Deductible, Copays and Dollar Maximums**

Deductible	None
Fixed Copay:	\$0 for allergy injections
	\$10 for office visits
	\$20 for urgent care visits
	\$50 for emergency room visits
	\$10 for referral physician visits
Percent Copay	50% for selected services as noted below
Copay Dollar Maximums	
Fixed Dollar Copay	None
Percent Copay - Inpatient Mental Health	None
Percent Copay	None
Dollar Maximums	None

**Preventive Services**

Health Maintenance Exam	\$10 Copay
Annual Gynecological Exam	\$10 Copay
Pap Smear Screening	Office visit copay may apply per member, per visit
Well-Baby and Child Care	\$0 copay for well child visits through age 6; over age 6 office visit copay applies
Immunizations - pediatric and adult	Office visit copay may apply per member, per visit
Prostate Specific Antigen (PSA) Screening	Office visit copay may apply per member, per visit

**Mammography**

Mammography Screening	100%
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**Physician Office Services**

Office Visits	\$10 Copay
Consulting Specialist Care - when referred	\$10 Copay

**Emergency Medical Care**

Hospital Emergency Room (copay waived if admitted, if applicable)	\$50 Copay
Urgent Care Center	\$20 Copay
Ambulance Services - medically necessary	100%, ground and air services

**Diagnostic Services**

Laboratory and Pathology Tests	Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	Office visit copay may apply per member, per visit
High Technology Radiology Imaging	Office visit copay may apply per member, per visit
Radiation Therapy	Office visit copay may apply per member, per visit

CO10,ER50,UR20,AS5,FP5,IOMHP,P&amp;O5,DME5,HA2,WC6,OPRH,WR1000,MATW,1040DC,MOPD2C

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00151458-0001-0001 Pittsfield Charter Township

**Maternity Services Provided by a Physician**

Pre-Natal and Post-Natal Care	\$10 Copay Initial visit only, no copay thereafter.
Delivery and Nursery Care	100%

**Hospital Care**

General Nursing Care, Hospital Services and Supplies	100%; unlimited days
Outpatient Surgery - see member certificate for specific outpatient surgical copays	100%

**Alternatives to Hospital Care**

Skilled Nursing Care	100% Up to 45 days per member per calendar year
Hospice Care	100%
Home Health Care	100%

**Surgical Services**

Surgery - included all related surgical services and anesthesia - see member certificate for specific surgical copays.	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	100% on all associated costs
Elective Termination (First Trimester Termination of Pregnancy)	100%
Human Organ Transplants (subject to medical criteria)	100%

**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health Care	100% when authorized by BCN
Inpatient Substance Abuse	100% when authorized by BCN
Outpatient Mental Health Care	Please see copay for "Office Vistis" in the Physician Office Services Section
Outpatient Substance Abuse	Please see copay for "Office Vistis" in the Physician Office Services Section

CO10,ER50,UR20,AS5,FP5,IOMHP,P&amp;O5,DME5,HA2,WC6,OPRH,WR1000,MATW,1040DC,MOPD2C

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## 00151458-0001-0001 Pittsfield Charter Township

**Other Services**

Allergy Testing and Therapy	100%; Office visit copay may apply per member per visit
Chiropractic Spinal Manipulation - when referred	\$10 Copay
Outpatient Physical, Speech and Occupational Therapy	100%, 60 consecutive days / episode
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	50% on all associated costs
Durable Medical Equipment	100%
Prosthetic and Orthotic Appliances	100%
Weight Reduction Procedures	\$1,000 copay on all associated costs
Prescription Drugs	Generic - \$10 copay, Brand - \$40 copay; with contraceptives, 34-day supply Sexual Dysfunction Drugs - 50% coinsurance
Mail Order Prescription Drugs	Two times the applicable copay up to a 90 day supply
Prescription Drug Deductible	None
Hearing Aid	Covers binaural hearing aids and exam every 36 months

CO10,ER50,UR20,AS5,FP5,IOMHP,P&amp;O5,DME5,HA2,WC6,OPRH,WR1000,MATW,1040DC,MOPD2C

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**PRIORITY HEALTH**  
 priorityhealth.com  
**PRIORITYHMO<sup>SM</sup> SUMMARY OF BENEFITS 100% HOSPITAL PLAN**  
**PITTSFIELD TOWNSHIP**  
 1/01/09 - 12/31/09

The following information is provided as a summary of benefits available under your Priority Health plan. This summary is not a substitute for your Certificate of Coverage and Schedule of Copayments and Deductibles. It is not a binding contract. Limitations and exclusions apply to benefits listed below. Coverage for services is based on Medical / Clinical necessity as determined by Priority Health's Medical Department. A complete listing of covered services, limitations and exclusions is contained in the Certificate of Coverage, Schedule of Copayments and Deductibles and any applicable riders issued to you. You may request a copy of the Certificate of Coverage from Priority Health's Customer Service Department at 616 942-1221 or 800 446-5674 or on-line at priorityhealth.com. Contact Priority Health's Customer Service Department if you have questions about your benefits or coverage.

Copayment = Member pays  
 % Coverage = Priority Health pays

**Basic Benefits**

<b>Physician's Services</b>	
Primary Care Provider (PCP) Office Visit (services provided by a PCP and other Participating Physician during an office visit for health maintenance and preventive care, such as a routine physical, or for the diagnosis and treatment of a covered illness or injury)	\$10 Copayment per visit
Specialist Office Visit (referral care provided by a Participating Physician other than your PCP and prior approval from Priority Health if necessary)	\$10 Copayment per visit
Routine Pre and Post-natal Care	\$10 Copayment per visit. Maximum Copayment of \$60 per pregnancy.
Allergy Care	100% Coverage for injections and serum. Applicable office visit Copayment may apply for testing.
<b>Outpatient Services</b>	
Diagnostic Laboratory and X-Ray	100% Coverage
Chemotherapy	100% Coverage
Radiation Therapy	100% Coverage
Hemodialysis	100% Coverage
<b>Rehabilitative Medicine Services</b>	
Physical and Occupational Therapy (including spinal manipulation)	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.
Speech Therapy	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.
Cardiac Rehabilitation and Pulmonary Rehabilitation	\$10 Copayment up to a benefit maximum of 30 visits per Contract Year.

**Note: If the above outpatient services are performed and processed in a physician's office, the office visit Copayment applies.**

<b>Hospital Services</b>	
Inpatient Services (semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient) <b>Note: Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority Health.</b>	100% Coverage
Inpatient Hospital Professional Services	100% Coverage
Outpatient Surgery at Hospital or Ambulatory Center (surgery and all related surgical services)	100% Coverage Prior approval is required for certain radiology examinations.
Outpatient Hospital Professional Services	100% Coverage

Appendix C

**SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN**

<b>Hospital Services (continued)</b>	
Certain Surgeries and Treatments (Physician fees only) Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty and surgical treatment of male gynecomastia Skin Disorder Treatments: Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of seborrheic keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment. Varicose veins treatments Sleep apnea treatment procedures*	Physician fees are Covered at 50% of the first \$2,000.00 for each certain surgery or treatment, 100% thereafter. If applicable, any hospital services Copayment also applies.  *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty and sleep apnea treatment procedures.
<b>Emergency Medical Care (in or out of the service area)</b>	
Hospital Emergency Room	\$50 Copayment per visit (waived if admitted)
Urgent Care Center	\$20 Copayment per visit
Physician's Office	\$10 Copayment per visit
Ambulance (land or air)	\$0 Copayment
<b>Family Planning/Infertility Services</b>	
Vasectomy	100% Coverage when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.
Tubal Ligation	
Professional Fees	100% Coverage
Outpatient	100% Coverage
Inpatient	100% Coverage only when performed in connection with delivery or other covered inpatient surgery.
Infertility counseling and treatment of underlying cause of infertility	50% Coverage. Prescription drugs for infertility treatment covered only with prescription drug rider.
<b>Mental Health/Substance Abuse Services</b>	
Note: All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.	
Inpatient Mental Health Services	100% Coverage. Maximum 20 days per Contract Year.
Outpatient Mental Health Services	\$20 Copayment. Maximum 20 visits per Contract Year. (\$10 Copayment per group therapy visit – two group therapy visits counts as one outpatient visit.)
Substance Abuse Services	80% Coverage up to the minimum annual benefit as determined by the State of Michigan per Contract Year.
<b>Other Services</b>	
Durable Medical Equipment	100% Coverage
Prosthetics & Orthotics	100% Coverage
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage. Maximum 45 days per Contract Year (combined benefit for all services).
Home Health Care	Covered in full.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Orthognathic Surgery	50% Coverage

Appendix C

Additional Benefits	
Pharmacy Services	
Prescription Drugs	Covered with a \$10 Generic/\$40 Brand Name Copayment per prescription. Includes prescription contraceptive drugs and implantable contraceptive drugs. Contraceptive devices administered or supplied in the physician's office are covered at 50%. Does not cover condoms, foams, jellies, ointments and other drugs or devices available over the counter. Infertility drugs covered with a 50% Copayment. (Limitations apply)
Note: Prescription drug coverage is based on the usage of a medication formulary.	
Prescription Mail Order	Prescription drugs filled for up to 90 days with a \$20 Generic/\$80 Brand Name Copayment per prescription. (Limitations apply)
Eligibility Information	
Dependent Children	Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.
Early Retiree Coverage	Not Available
65+ Retiree Coverage	Not Available

Pittsfield Charter Township  
Fire Department Seniority List

<b>Last Name</b>	<b>First Name</b>	<b>Rank</b>	<b>Hire Date</b>
Gleason	Sean	Commander	01/08/93
Foulke	Jeffrey	Lieutenant	06/18/96
Koeppe	Scott	Lieutenant	05/31/99
Moffett	William	Fire Marshal	03/27/00
Liggett	Craig	Captain	03/28/00
Derksen	David	Lieutenant	03/29/00
Dorian	David	Captain	03/30/00
Carnahan	Edward	Firefighter	04/01/00
Payeur	Gregory	Captain	04/02/00
Bach	Jody	Lieutenant	04/28/04
Sperle	Jason	Lieutenant	04/30/04
Graham	William	Firefighter	10/27/04
Chevrette	Michael	Lieutenant	11/04/04
Rieben	Ryan	Firefighter	11/09/04
Corwin	Adam	Firefighter	11/10/04
Yurkunas	Joseph	Firefighter	11/09/05
Olson	Daniel	Firefighter	04/16/06
Decaro	John	Firefighter	01/19/08
D'Agostino	Bradley	Firefighter	10/03/08
Polenz	Gary	Firefighter	06/18/09

As of 8/5/2009