

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
DECEMBER 21, 2015
ADOPTED MINUTES
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1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor Kenneth Schwartz at 7:00 p.m. on December 21, 2015, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

The Supervisor Schwartz led the assembly in the pledge of allegiance to the flag.

3. ROLL CALL

The members present were Ken Schwartz, David Phillips, Nancy Caviston, Rodrick Green and Alex Williams. Treasurer Brenda McKinney and Trustee Lisa Lewis were absent.

4. ADOPTION OF AGENDA

It was moved by Caviston seconded by Green, to adopt the agenda as presented.

The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF NOVEMBER 16, 2015

It was moved by Green, seconded by Caviston, to approve the minutes of the regular Board meeting of November 16, 2015, as presented.

The motion carried by a unanimous voice vote.

6. CITIZEN PARTICIPATION

A. CITIZEN COMMENTS

Supervisor Schwartz acknowledged the many members of the audience who attended for the Sutton Ridge- Redwood Apartments rezoning. He explained that the Board was not going to make a decision on the issue tonight. Sutton Ridge-Redwood was going to make a presentation and tonight was a time for Board members to become educated on the proposal. He requested that audience members keep their comments to a minimum and he indicated he would allow everyone an opportunity to speak at the next Board meeting of January 19, 2016.

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Erin Lindsey, Warren Road, thanked Clerk Phillips for his help with getting the Neighborhood Watch sign replaced on Warren Road and Supervisor Schwartz for his help with getting the speed limit reduced on a section of Warren Road.

Tracy Pitt of E. Avondale Circle read a statement in opposition to the Redwood rezoning. Kathleen Hubbs, Wexford Drive, made a statement in opposition to the Redwood rezoning. Alexie Webber, Wexford Drive, made a statement in opposition to the Redwood rezoning. She said when they purchased their condo they were told phase II would also be condos and they prefer it to stay that way. Eric McWiggin, Bromley Park homes said that new condos are under construction in Cherry Hill Village. The cost is \$300,000 and their condo fees are \$700 per month. He believes the Redwood property would also be attractive to a condo developer. Karen Camp, Bromley Park homes, said that it is not fair that Redwood has not been involved in any dealings with the homes, only the condos. She said there are a lot of homes for sale on E. Avondale.

7. PRESENTATIONS

A. SUTTON RIDGE – REDWOOD REZONING

Supervisor Schwartz moved this item from New Business. Kelli McIvor, represented Redwood. She made a power-point presentation about the proposed apartment complex. They are a Cleveland based company, founded in 1991. They have about 15 developments in Michigan (some still under construction). They own every development they built. Their residents are typically empty-nesters with an average age of 53. Their rents average \$1.00 per square foot. Sutton Ridge is proposed to replace Bromley Park Condos Phase II, which was never started. The condos were approved for 135 units. Sutton Ridge is proposed for 125 units.

B. LISA HOENIG, DIRECTOR, YPSILANTI DISTRICT LIBRARY

Ms. Hoenig was the Director of the Redford Township Library for 10 years and has been a resident of Superior Township for 20 years. She explained the various services the library offers. She said in May 2016, the bus routes will be expanded, which will enable Superior Township residents to have bus access to the main Library on Whittaker Road. She supports expansion of the Superior Township branch but indicated that funding would have to improve pay for the upgrades.

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8. REPORTS

A. SUPERVISOR REPORT

Supervisor Schwartz reported on the following: On 12-1-2015 the Township went back to court on the blight complaint against Alden David Burley of 6645 Warren Road. Mr. Burley represented himself and the Judge provided him with an ample opportunity to present his case. The Court found Mr. Burley in contempt of the Order and authorized the Township to proceed with the clean-up of the property, to place all costs related to the clean-up and attorney fees on the tax roll (the costs so far are over \$14,000) and authorized the Sheriff's Department to arrest Mr. Burley as they deem appropriate if he interferes with the clean-up process. The Court also authorized a search warrant for Mr. Burley's home. Visual observations from the outside of the home led Township staff and officials to believe it is severely packed with materials, may not have a functioning heating system and presents a health and safety issue to Mr. Burley and neighbors. The Township's Fire Marshall and Building Official recently completed an inspection of Fairfax Manor, 1900 N. Prospect and found numerous violations of the building and property maintenance code. They observed damage to the buildings and it is their opinion that the type of building construction may not be adequate for the type of residents housed in the buildings. Supervisor Schwartz indicated that the State Attorney General's Office may be getting involved in investigating the facility.

B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, SHERIFF'S REPORT, UTILITY DEPARTMENT

It was moved by Caviston, seconded by Green, that the Superior Township Board receive all reports.

The motion carried by unanimous voice vote.

C. TREASURER INVESTMENT REPORT AS OF OCTOBER 31, 2015

It was moved by Green, seconded by Caviston, that the Superior Township Board receive the Treasurer's Investment Reports.

The motion carried by unanimous voice vote.

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8. COMMUNICATIONS

There were no communications.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

A. SUTTON RIDGE – REDWOOD ACQUISITION LLC, AREA PLAN AMENDMENT

Moved to Presentations.

B. PAYMENT TO UNITED RESOURCES LLC FOR SANITARY SEWER VIDEO INSPECTION

Jacob Rushlow of OHM was present and provided a memo to the Board. He explained that the video work was part of the SAW grant and that the grant will reimburse 90% of the cost for videoing the sanitary sewer system. He said the videoing revealed two areas of concern, Harvest Lane and near the pump station along Clark between Prospect and Leforge. Plans to address these areas will be prepared.

It was moved by McKinney, seconded by Lewis, for the Board to approve payment to United Resources of \$145,309.17 for the video inspection of the Township's sanitary sewer system.

The motion carried by unanimous voice vote.

C. RESOLUTION 2015-48, MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK AGREEMENT AND BY-LAWS

Clerk Phillips explained that the Michigan Inter-Governmental Trade Network (MITN) was established by nine Detroit area communities to create a shared purchasing system to post and

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distribute RFP's. There are presently over 100 Michigan communities and 8,149 registered vendors in the program. They also offer an on-line auction for surplus property and access to an extensive library of previously posted RFP's. OHM recommended the Township join MITN to post the large projects associated with the Utility Department.

The following resolution was moved by McKinney, seconded by Williams:

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION TO APPROVE THE TOWNSHIP TO JOIN THE MICHIGAN INTER-
GOVERNMENTAL TRADE NETWORK PURCHASING GROUP**

Resolution Number: 2015-47

Date: December 21, 2015

WHEREAS, the Michigan Inter-Governmental Trade Network Purchasing Group (MITN) provides a bid system at no cost to local communities that results in a more effective way to post requests for purchase (RFP), to notify vendors and also assists with the tracking of bids and provides access to a library of previously posted RFP's; and

WHEREAS, MITN's membership includes over 100 Michigan local government agencies and 8,149 registered vendors; and

WHEREAS, MITN's online bidding process provides for a more efficient, fair and

WHEREAS, MITN also provides access to an on-line surplus auction that is used by many communities for a commission of 5% of the sale price for items sold; and

WHEREAS, there are no subscription fees to participate in MITN, costs to the Township are limited to mailing costs to suppliers for new members; and

WHEREAS, the Township's Civil Engineers, OHM, have recommended that the Township join MITN in order to post bids for expected large requests for purchase; and

NOW THEREFORE, BE IT RESOLVED, the Superior Township Board of Trustees approves the Township to join MITN for the initial term of 35 months and authorizes the Supervisor and Clerk to take all actions to complete the membership.

The motion carried by unanimous voice vote.

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I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a regular meeting held on the 21st day of December, 2015, the original of which resolution is on file in my office, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

IN WITNESS WHEREOF, I have set my official signature, this 21st day of December, 2015.



DAVID M. PHILLIPS, CLERK,
CHARTER TOWNSHIP OF SUPERIOR

D. RESOLUTION 2015-48, RESATE RETIREMENT PLAN DOCUMENTS

Clerk Phillips explained that the Township's insurance agent, Burnham & Flower forwarded the attached documents to the Township. They explained that the IRS requires that the Township to restate their plan, there have been some minor amendments to the plan but the no substantive changes.

The following resolution was moved by McKinney, seconded by Williams:

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION TO APPROVE THE RESTATEMENT OF THE TOWNSHIP'S 401(a)
DEFINED CONTRIBUTION RETIREMENT PLAN**

Resolution Number: 2015-48

Date: December 21, 2015

WHEREAS, the Internal Revenue Service (IRS) requires retirement plan sponsors to restate their plan documents at regular intervals; and

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WHEREAS, as advised by the Township's Insurance Agent, Burnham & Flower, the Township is currently within the IRS mandated cycle and must update our group retirement plan; and

WHEREAS, Burnham & Flower has advised the Township that the new plan is primarily a restatement and consolidation of the adopted amendments and does not result in substantive changes to the plan's operation; and

NOW THEREFORE, BE IT RESOLVED, with respect to the amendment and restatement of the Superior Township Governmental Non-ERISA Retirement Plan (the "Plan"), the Board approves that the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved; and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the authorized signor of the Municipality be, and is hereby, authorized and directed to execute the Plan on behalf of the Municipality.

The motion carried by unanimous voice vote.

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a regular meeting held on the 21st day of December, 2015, the original of which resolution is on file in my office, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

IN WITNESS WHEREOF, I have set my official signature, this 21st day of December, 2015.



DAVID M. PHILLIPS, CLERK, CHARTER TOWNSHIP OF SUPERIOR

E. RESOLUTION 2015-49, AMEND HCSP CONTRIBUTION FOR INDIVIDUAL EMPLOYEES

Several employees requested to change their HCSP contributions.

The following resolution was moved by Green, seconded by McKinney:

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**SUPERIOR CHARTER TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN
 DECEMBER 21, 2015**

RESOLUTION 2015-49

**A RESOLUTION TO AMEND THE HEALTH CARE SAVINGS PLAN
 PARTICIPATION AGREEMENTS**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the nineteenth day of December 21, 2015, at 7:00 p.m. Eastern Standard Time, the following resolution was offered by _____, and supported by _____:

WHEREAS Superior Charter Township employees are permitted to request that the Superior Charter Township Board amend their MERS Health Care Savings Plan Participation (HCSP) Agreement once per calendar year; and

WHEREAS the following employees have requested a change in the amount they contribute to their HCSP for fiscal 2016 heretofore;

2016 HEALTH OPTION CHANGES

Non-Union

NAME	DIVISION NUMBER		2016 New Rate
MAYERNIK, RICHARD	300514	Non-union Option #3	4.00%

Union

NAME	DIVISION NUMBER		2016 New Rate
FRENCH, JEFFREY	300487	Fire Union Health Option #2	5.00%

NOW, THEREFORE, BE IT RESOLVED that a new MERS Health Care Savings Plan Participation Agreement be created for the above employees with the employee contribution rates for 2016 as indicated above, with all other provisions of their current existing MERS Health Care Savings Plan Participation Agreement to remain the same;

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BE IT FURTHER RESOLVED that there be no change in the definition of pay eligible for the mandatory salary reduction which is currently defined as regular and overtime pay, education and longevity pay, and an option to cash 0% to 100% of benefit hours upon separation from service.

The motion carried by unanimous voice vote.

THE RESOLUTION WAS DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a regular meeting held on the 21st day of December, 2015, the original of which resolution is on file in my office, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

IN WITNESS WHEREOF, I have set my official signature, this 21st day of December, 2015.

F. RESOLUTION 2015-50, HCSP CONTRIBUTIONS FOR EMPLOYEE GROUPS

Employer HCSP for employee groups were set for 2016.

The following resolution was moved by McKinney, seconded by Lewis:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
DECEMBER 21, 2016**

RESOLUTION 2015-50

**A RESOLUTION TO SET THE RATE OF EMPLOYEE CONTRIBUTION TO THE
MERS HEALTH CARE SAVINGS PROGRAM FOR NON-UNION AND UNION
EMPLOYEES**

WHEREAS, on March 21, 2005, the Superior Charter Township Board of Trustees adopted a

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resolution to participate in the MERS Health Care Savings Program for the benefit of the non-union and union employees of the Township; and

WHEREAS, the MERS Plan stipulates that the Township Board review the amount of employee contribution annually for employee groups comprised of employees hired after November 1, 2011; and

WHEREAS, the non-union group of employees came to an agreement, without dissent, to request their employee contribution for the MERS HCSP for 2016 be set at 3% of regular pay only, and

WHEREAS, the union group of employees came to an agreement, without dissent, to request their employee contribution for the MERS HCSP for 2016 be set at 8% of regular, overtime and longevity/education pay, and

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board does hereby approve the requested employee deduction/contribution for the MERS HCSP for 2016 for the two employee groups as follows:

- non-union group of employees contribution for the MERS HCSP for 2016 be set at 3% of regular pay only
- union group of employees contribution for the MERS HCSP for 2016 be set at 8% of regular, overtime and longevity/education pay

The motion carried by unanimous voice vote.

G. RESOLUTION 2015-51, PURCHASE EMPLOYEE HEALTH CARE INSURANCE

Supervisor Schwartz explained that the BCBS mapped the Township to the renewal of the existing BCBS Simply Blue HAS Gold Plan with \$1,300/\$2,600 deductible and the Township's insurance agent, Brown & Brown, concurs with this recommendation. Rates for the plan increased by 5.90%. Supervisor Schwartz recommended the Wellness Incentives for non-union and union employees remain the same as last year.

The following resolution was moved by Lewis, seconded by Green:

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**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO APPROVE THE ADMINISTRATIVE STAFF OF THE CHARTER
TOWNSHIP OF SUPERIOR TO PURCHASE MEDICAL, DENTAL AND VISION
INSURANCE FOR EMPLOYEES OF SUPERIOR TOWNSHIP**

RESOLUTION NUMBER: 2015-51

DATE: DECEMBER 21, 2015

WHEREAS, the Charter Township of Superior provides health care insurance plan benefits to all full-time Township employees; and

WHEREAS, the Township's current health care insurance plan expires on December 31, 2015; and

WHEREAS, Township officials and staff have received and reviewed quotes for various health care providers through its agent Brown and Brown; and

WHEREAS, pursuant to its authority, Superior Township has elected to renew the Simply Blue HSA PPO Gold \$1,300 health care plan, the Delta Dental Premier dental insurance plan and the VSP vision plan for 2015 with a total health care premium cost to the township of approximately \$269,191.72 with an effective term of January 1, 2016 through December 31, 2016; and

WHEREAS, Superior Township will continue to offer its fulltime employees the option to opt out of health insurance in consideration of a payment to the employee of 40% of the costs of providing health care insurance resulting in a costs of \$69,524.74; and,

WHEREAS, Superior Township will offer its employees a wellness bonus in 2016 in the following amounts which is the employee's responsibility to utilize as desired to ensure maximum personal health in the amount of \$68,600.00 divided as follows:

<u>Non-union</u>		<u>Union</u>	
Single	\$1,300	Single	\$2,300
Family	\$2,600	Family	\$4,600

NOW, THEREFORE BE IT RESOLVED, that the Superior Township Supervisor, Clerk and Treasurer are authorized to execute any documents necessary to provide the described health care benefits and corollary opt out and wellness incentive payments.

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The motion carried by unanimous voice vote.

H. RESOLUTION 2015-52, AFFIRM SALARIES FOR ALL NON-UNION EMPLOYEES

Supervisor Schwartz recommended a 3% salary increase for all non-union employees for 2016.

The following resolution was moved by McKinney, seconded by Green:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
DECEMBER 21, 2015
RESOLUTION 2015-52**

**A RESOLUTION AFFIRMING THE SALARIES OF ALL NON-UNION EMPLOYEES
OF SUPERIOR TOWNSHIP FOR THE 2016 BUDGET**

WHEREAS: the Superior Charter Township Board of Trustees approved the 2016 budgets for all funds on October 19, 2015; and

WHEREAS: the Board of Trustees did not specifically designate the compensation for the full-time and part time Township employees and

WHEREAS: the Township auditors have requested that the compensation for the employees be approved by the Board of Trustees by resolution; and

WHEREAS: the residents of Superior Township continue to receive service that reflects positively on the employees, officials and trustees of the Township,

NOW THEREFORE BE IT RESOLVED: that compensation for all full-time and part-time non-union employees be three percent (3%) higher in 2016 than their compensation in 2015, except the part-time election assistant shall be raised to \$20.00 per hour with no benefits.

The motion carried by unanimous voice vote.

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I. RESOLUTION 2015-53, AFFIRM SALARIES FOR ELECTED OFFICIALS

Supervisor Schwartz recommended a 3% salary increase for 2016 for the Supervisor, Clerk and Treasurer and for the compensation for the Trustees to remain the same. After discussion by the Board, the Board concurred to increase the compensation for Trustees to \$150.00 per meeting.

The following resolution was moved by Caviston, seconded by Green:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
DECEMBER 21, 2015
RESOLUTION 2015-53**

**A RESOLUTION AFFIRMING THE SALARIES OF FULL-TIME ELECTED
OFFICIALS AND TOWNSHIP TRUSTEES FOR THE 2016 BUDGET**

WHEREAS: the Superior Charter Township Board of Trustees approved the 2016 budgets for all funds on October 21, 2015; and

WHEREAS: the Board of Trustees did not specifically designate the compensation for the full-time elected officials or the Board of Trustees; and

WHEREAS: the Township auditors have requested that the compensation for the full-time elected officials and the Board of Trustees be approved by the Board of Trustees by resolution; and

WHEREAS: the residents of Superior Township continue to receive service that reflects positively on the employees, officials and trustees of the Township,

NOW THEREFORE BE IT RESOLVED: that compensation for the Treasurer, Clerk and Supervisor be three percent (3%) higher in 2016 than their compensation in 2015 as listed in the 2016 budget adopted by the Superior Charter Township Board of Trustees.

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BE IT FURTHER RESOLVED: that the compensation for Trustees be increased by \$25.00 per meeting for a total of \$150.00 per meeting.

Ayes: Schwartz, Phillips McKinney, Caviston, Green, Lewis

Nays: Williams

Absent: None

The motion carried. The resolution was adopted.

J. BOARD APPOINTMENTS

Supervisor Schwartz recommended the following appointments:

A.	Planning Commission	New Term Expires
1.	Tom E. Brennan III	02/28/19
2.	Robert Steele	02/28/19
B.	Huron River Watershed Council	Expires
1.	Curt Wolf	indefinite

It was moved by Lewis, seconded by McKinney, for the Board to concur with Supervisor Schwartz's recommendations for the three appointments.

The motion carried by unanimous voice vote.

K. MICHIGAN PAR PLAN TOWNSHIP PROPERTY AND LIABILITY RENEWAL

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Board members reviewed the invoice for Township's property and liability insurance package and decided to accept the Terrorism coverage for an additional \$430.00.

It was moved by McKinney, seconded by Lewis, for the Board to approve the invoice from the Decker Agency in the amount of \$61,744.00 for the Township's property and liability insurance coverage and to accept the Terrorism coverage for an additional \$430.00.

The motion carried by unanimous voice vote.

L. BUDGET AMENDMENTS

Board members discuss the various budget amendments and the transfers to reserves for the various funds. After many years of drawing from the reserve fund, due to new constructions and increased revenue from building permits, the Building fund is expected to make a substantial transfer to reserves. The Law Fund continues to draw from reserves.

M. SUPERIOR TOWNSHIP FIREFIGHTERS LOCAL 3292 CONTRACT 2016-2018

CLOSED SESSION TO DISCUSS SUPERIOR TOWNSHIP FIREFIGHTERS LOCAL 3292 CONTRACT 2016-2018

It was moved by Green, seconded by McKinney, for the Board to go into closed session to discuss the contract with the Superior Township firefighters local 3292 for 2016-2018. Fire Chief Vic Chevrette was also present during the closed session.

Ayes: Phillips McKinney, Caviston, Green, Lewis, Williams, Schwartz

Nays: None

Absent: None

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The motion carried. At 9:05 p.m., the Board Room was cleared and closed and the Board went into closed session.

At 9:30 pm, it was moved by Caviston, seconded by Lewis, for the Board to return to open session.

Ayes: Schwartz, Phillips McKinney, Caviston, Green, Lewis, Williams

Nays: None

Absent: None

The motion carried. The Board returned to open session at 9:30 p.m.

It was moved by Lewis, seconded by McKinney, for the Board to approve the minutes of the closed session, which were discussed for approval during the closed session.

The motion carried by unanimous voice vote.

The Board discussed highlights of the proposed contract, which included a 3% increase in base wages for each of the three years: increase in Holiday pay of \$2,150 per year for each firefighter plus 1 1/2 times pay for any one scheduled to work on any of the 12 approved holidays; an increase in longevity, which was expanded to include firefighters hired after 1-1-2011; an increase in the employer HCSP contribution from the current \$140 per month to \$225 per month; minimum call-back pay increased from 2 hours to 4 hours. Clerk Phillips estimated that the financial increases result in a net wage increase of about \$7,000 per firefighter for 2016. Board members indicated the offer was very generous and were concerned about the Fire Fund being able to continue to make adequate transfers to reserves. Board members indicated the Township had always been able to save enough money to pay cash for fire trucks and they wanted to continue this precedent. There were also concerns about transferring adequate funds to the Building Fund as the Township is planning on constructing a new fire station to replace the existing fire station No. 2.

It was moved by McKinney, seconded by Green, for the Board to approve the Superior Township Firefighters Local 3292 contract agreement for 2016-2018 as presented but allowing for minor corrections as needed.



SUPERIOR CHARTER TOWNSHIP

AND

**FIRE FIGHTERS UNION LOCAL 3292
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

APPROVED CONTRACT AGREEMENT

FOR PERIOD

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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SUPERIOR TOWNSHIP FIRE DEPARTMENT AGREEMENT

This Agreement entered into this _____ day of _____, 2015 between The Charter Township of Superior, Washtenaw County, Michigan/hereinafter called the “Township”, and Local 3292 of the International Association of Fire Fighters, hereinafter called the “Union”.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

**ARTICLE I
PURPOSE**

SECTION 1: The parties hereto have entered into this Agreement pursuant to the authority of Act 366 of the Public Acts reached, and other matters, into a formal contract; to promote harmonious relations between the Township and the Union, in the best interests of the community; to improve the public firefighting services; and to provide an orderly and equitable means of resolving differences between the parties.

The parties acknowledge that, during the negotiation resulting in this agreement, each had unlimited right and opportunity to make demands and proposals with respect to any and all subject matters not removed by law from the area of collective bargaining, so that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this agreement.

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This Agreement constitutes the entire agreement between the parties and concludes bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

SECTION 2, DEFINITIONS: The word “TOWNSHIP” shall include the elected or appointed representatives of the TOWNSHIP BOARD OF SUPERIOR CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

The word “DAY” shall, except as this context indicates otherwise, mean a twenty-four (24) consecutive hour workday for the career employees of the Fire Department.

The word ‘UNION’ shall include all personnel, the officers or representatives of the Union who have been certified by the Michigan Employment Commission (MERC). Whenever the singular is used, it shall include the plural.

The word “EMPLOYEE” shall mean all career Firefighters employed by the Fire Department, except the Fire Chief.

**ARTICLE II
COVERAGE**

This agreement shall be applicable to all career employees of the Fire Department, except the Chief thereof.

The Township agrees to hold the Union harmless for any actual or incidental damages by the exclusion of the Fire Chief as a member of the bargaining unit as defined by this Agreement.

**ARTICLE III
RECOGNITION**

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

**ARTICLE IV
AGENCY SHOP**

SECTION 1: The parties recognize that all employees covered by this Agreement must pay their fair share of the cost of negotiating and administering the Agreement.

SECTION 2: It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Unions

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uniform dues, fees and assessments, or shall pay a collective bargaining service fee for the cost of negotiating and administering this and succeeding Agreements; provided, however, that a monthly service fee deduction certified to the Township shall not change for the remainder of the fiscal year.

SECTION 3: Any employee who has failed to either maintain membership or pay the requisite Agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- (a) The Union has notified him/her by letter addressed to his/her address last known to the Union, spelling out that he is delinquent in payment of dues or fees, specifying the current amount of the delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the Township for termination from employment as provided for herein, and
- (b) The Union has furnished the Township with written proof that the foregoing procedure has been followed or has supplied the Township with a copy of the notice that the employee has not complied with such request. The Union must further provide the Township with written demand that the Superior Township Firefighters Contract Years 2016-2018 employee be discharged in accordance with this Article and provide to the Township, in affidavit form, signed by the Union Chief Steward, a certification that the amount of the delinquency does not exceed the collective bargaining service fee, including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

**ARTICLE V
DUES DEDUCTION**

SECTION 1:

- (a) The Township agrees to deduct from the pay of each employee from whom it received an authorization to do so, the amount specified upon the authorization. Each employee utilizing the Township deduction from pay for the remittance of sums to the Union shall provide to the Township an authorization. The form shall include an agreement by the employee to hold the Township harmless against any and all claims, demands, law suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Township for the purpose of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to the employee for any reason, such employee shall seek refund from the Union.
- (b) Such sums deducted from an employees pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had the authorized sick deduction and from whom no deductions were

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made and the reasons thereof shall be forwarded to the Superior Township Associated Fire Fighters within thirty (30) days after such collections have been made.

- (c) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (d) The Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township for the purpose of complying with any of the provisions of this article.
- (e) The Township shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

**ARTICLE VI
ACTIVITIES**

SECTION 1, GENERAL: Employees and their Union representatives employed by the Township have the right to join the Union, to engage in lawful activity for the purpose of collective negotiation or bargaining or other mutual aid and protection as prescribed by law.

SECTION 2, BULLETIN BOARD AREA: The Township shall provide a suitable bulletin board, including at least one at each fire station for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union shall designate persons responsible thereof.

SECTION 3, MEETINGS: The Union may schedule monthly meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, nor result in the temporary closing of a fire station for more than ninety (90) minutes.

SECTION 4, REPRESENTATION: (A) Legal counsel and representatives from the I.A.F.F. may be present at meetings between the Township and the Union. (B) Officers of the Union shall be afforded reasonable time off during their working hours, without loss of pay, to fulfill their Union responsibilities, including negotiations with the Township and processing grievances,

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inssofar as such activities are not disruptive of the duties of the employees or of the efficient operation of the Fire Department.

SECTION 5, RELEASE TIME: A Union officer or his representative collectively may receive up to a maximum of one hundred forty-four (144) hours per year with pay to attend a function of the I.A.F.F., such as conventions or educational conferences.

**ARTICLE VII
OTHER AGREEMENTS AND ORGANIZATIONS**

SECTION 1: The Township shall not enter into any agreements with its employees, individually or collectively, or both, or with any other organization which in any way conflicts with the provisions hereof.

SECTION 2: Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment, or in derogation of the exclusive bargaining agency of this Union.

**ARTICLE VIII
MANAGEMENT RIGHTS**

SECTION 1: The Township retains the sole right to manage operations and services, including but not limited to: the right to plan, direct and control its operations; determine the location of its facilities; to determine and re-determine all machines and equipment to be use; to determine and re-determine the services to be provided; to determine and re-determine the method, location and manner of providing such service; to determine and re-determine the utilization of paid on-call fire fighters; to determine and re-determine methods, standards and quality of service; to determine and re-determine whether and to what extent any work shall be performed by employees; to determine and re-determine the extent and manner the various firefighting and rescue services, locations and equipment shall be operated or shut down; to determine and re-determine the qualifications of employees; to determine and re-determine the number and composition of the work force; to maintain order and efficiency in the department and its operations; to promulgate and re-promulgate operating procedures; to hire, layoff, assign and promote employees, in accordance with needs as determined and re-determined by the Township; and the township shall have all other rights and prerogatives, including those exercised in the past, subject to specific terms and provisions of this agreement.

SECTION 2:

(a) The Township shall not eliminate nor change existing personal equipment such as but not limited to, the following without mutual agreement of the parties:

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Helmets	Helmet liners
Helmet ear flaps	Helmet chin straps
Turnout coats	Leather Boots
Gloves	Self-contained breathing apparatus
Face Shields	Eye Shields
Turnout pants	Personal SCBA Masks
EMS Jackets (compliant with NFPA, Blood borne standards)	

(b) It is understood and agreed that items may be added to the list or deleted from the list upon mutual agreement of the Township and the Union.

(c) It is further understood and agreed that this section shall not be utilized to eliminate brand or price competition for items of the same or higher physical specification.

(d) The Township and the Union agree that equipment must meet Federal and State laws and N.F.P.A. standards.

**ARTICLE IX
GRIEVANCES**

SECTION 1: A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either the Union, an employee in the bargaining unit or the Township. Grievances are matters of differences, disputes or complaints as to the meaning or application of specific provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary and agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within ten (10) consecutive days after occurrences of the circumstances giving rise to the grievance; otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

SECTION 2: The following shall be the grievance procedure:

STEP 1: The employee through his/her Union representative shall, within ten (10) consecutive calendar days of the event complained of, file with the Chief a written form signed by the aggrieved employee of the Union stating the name of the employee or employees involved, the facts giving rise to the grievance, the contention of the grieving party and the relief requested. Within ten (10) consecutive calendar days after the receipt of the grievance, the Chief shall give his answer in writing.

STEP 2: If the grievance is not resolved in step one, the Union may, within ten (10) consecutive calendar days of receipt of the Chief's answer, appeal the grievance to the Township Supervisor. Upon receipt of a timely written appeal, the Township Supervisor shall meet with the

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aggrieved employee and the Union within ten (10) calendar days to attempt to resolve the grievance. The Township Supervisor shall give the Union an answer in writing within ten (10) calendar days following the date of the meeting with the aggrieved employee and the Union.

STEP 3: If a satisfactory disposition of the grievance is not made in Step Two, either the Township Supervisor or the Union shall have the right to appeal the dispute to the American Arbitration Association as hereinafter provided, such appeal must be taken within forty-five (45) consecutive calendar days from the date of the Township Supervisors answer provided for in Step Two above.

SECTION 3: Any and all grievances settled by the Township and the Union at any step of the Grievance Procedure as contained in this Agreement shall be final and binding in that particular case on the Township, the Union and the members of the bargaining unit.

SECTION 4: The Township shall not be liable to pay back wages for periods exceeding thirty (30) days prior to the time a written grievance is filed; provided, that in the case of a payroll mistake, error or shortage, of which the employee had not been aware before receiving (his-her) pay, any adjustments made shall be retroactive to the beginning of that pay period.

SECTION 5: All claims for back wages from layoff and/or suspension shall be limited to the amount of regular time wages, holiday pay and allowances that the employee would have otherwise earned at the time the grievance was filed, less any unemployment compensation or compensation for personal services that (he-she) may have received.

SECTION 6: The Union shall have authority to initiate, prosecute and adjust grievances under this Article.

SECTION 7: All grievances shall be considered settled in the Unions favor if there is no timely answer from the Chief or the Supervisor as described in Section 1 and 2 of this Article.

**ARTICLE X
ARBITRATION**

SECTION 1: Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within ten (10) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement and circumstances giving rise to the grievance. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

Upon receipt of timely notice to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration

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Association, requesting that an arbitrator be selected under the rules of the American Arbitration Association.

SECTION 2: Excluded from arbitration are disputes and unresolved grievances concerning discipline or discharge of strikers who struck in violation of the no strike pledge in this Agreement of the Public Employment Relations Act, as amended. Excluded from arbitration but in no manner waived in any other form, are any monetary claims by the Township against the Union, its officers or members for breach of the no strike pledge in the Agreement.

SECTION 3: The arbitrator shall have no power to add nor subtract nor modify any of the terms of this Agreement, nor any supplementary agreement.

The arbitrator shall have no power to establish wage scales, or to change any wage rate unless it is provided for in this Agreement.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule in such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

SECTION 4: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of their representatives and witnesses who are called by them and such other expenses as that party may incur.

SECTION 5: There shall be no appeal from an arbitrator's decision. Decisions rendered in accordance with this Agreement shall be final and binding on the Union, on all bargaining unit employees and on the Township.

SECTION 6: The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case.

**ARTICLE XI
NO STRIKE-NO LOCKOUT**

SECTION 1: The Township will not lock out employees during the term of this Agreement.

SECTION 2: The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slow-down or any curtailment of work or restrictions of fire service or the fire operations of the Township during the term of this Agreement.

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In the event of a work stoppage or any other curtailment of service by the Union or the employees covered hereunder during the term of this Agreement, the Union shall immediately declare such work stoppage to be illegal and unauthorized in writing to the employees and direct the employees to return to work. Copies of the written notice should be served on the Township.

In the event that the Union performs the obligations of this section in good faith, it shall not be liable for damages from the unauthorized actions of individual members of the bargaining unit.

Nothing in this section however, shall be construed to limit the liability of individual members of the bargaining unit if the Township is found liable in damages to any third party wherein action prohibited by this section is in part the cause.

SECTION 3: The Union specifically agrees it will not sanction nor condone a strike, nor other curtailing of work or refusal to come to work in sympathy with any other Union or organization directed at the Township, and further agrees that any employee participating in any action prohibited by this section shall be conclusively presumed to be engaged in an illegal work stoppage in violation of this Article.

**ARTICLE XII
HOURS AND FRINGE BENEFITS**

Attached hereto as Attachment "A" and incorporated herein by reference is Attachment "A" which contains the statement of hours and fringe benefits agreed to between the parties.

**ARTICLE XIII
WAGES**

Attached hereto as Attachment "B" and incorporated herein by reference is Attachment "B" which contains the wage rates agreed to between the parties.

**ARTICLE XIV
DISCIPLINE**

SECTION 1:

(a) The Township shall not discipline without cause.

(b) In the event an employee's conduct is found by an arbitrator not to have warranted discipline, such employee may be reinstated by the arbitrator and compensation with back pay,

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without back pay, or with partial back pay may be awarded at the discretion of the arbitrator.

(c) Nothing in this Section or Article shall require a grievant or the Union to seek arbitration.

SECTION 2: The Township will provide the Union with a copy of its operating procedures and any changes thereto at least fifteen (15) calendar days prior to the effective date of the rules. The Union reserves the right to argue the reasonableness and application of any operating procedures.

SECTION 3: No employee shall be removed without pay, discharged, reduced in rank or pay, suspended without pay or otherwise punished, except for legally sufficient cause, and in no event until he/she shall have been furnished a written statement of the charges and the reasons for such action, and all charges shall be void unless there is notice of intent to take disciplinary action filed with the Union within thirty (30) days of the occurrence of the alleged violation; provided that, if the event complained of is a crime, the appropriate statute of limitations shall control.

In the event a grievance thereon is filed by the employee, as elsewhere provided in this agreement, the burden shall be upon the Township to justify the action complained of. In a disciplinary proceeding, the employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel, and must have Union representation, and shall be afforded such due process as is provided for by law.

**ARTICLE XV
EMPLOYEE HEALTH**

SECTION 1:

(a) All employees may be given and must pass a medical examination to determine the employee's fitness for the normal and recurring duties of the job. In the event an employee fails to pass the test, such employee will be subject to the provisions of Subsection (b) and (c). The Township will provide the Union with a copy of the normal and recurring duties the Township submits to the physician for examination purposes.

Medical examinations, if required, are to be given by the Township without cost to the employee.

(b) In the event the Township has cause, the Township shall have the right to require all employees to take medical examinations and the employees shall take and pass all Township provided medical examinations concerning fitness of the employee for the normal recurring duties of the employee's job. In the event the employee fails a Township provided medical examination, the employee may secure, at the employees own expenses, a medical opinion from

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the physician of the employees choice. In the event the two medical opinions differ, the Union or the employee may at its option request that the conflict be resolved by referring the dispute to a mutually agreeable physician, within whose specialty the symptoms lie, and the opinion of the third physician be binding on the parties. The cost of the opinion of the third physician shall be borne equally by the parties. The employee may not be subject to termination until the employee has exhausted all of their available sick and vacation leave and if applicable, FMLA equivalent leave and unpaid leave.

(c) The Township reserves the right to have any employee, absent three (3) consecutive work days or more due to a claimed illness, be examined by the physician of the Township's choice, at the Township's expense, to determine and re-determine ability to work. In the event the employee fails a Township provided medical examination, the employee may secure, at the employee's own expense, a medical opinion from the physician of the employee's choice. In the event the two medical opinions differ, the Union may at its option request that the conflict be resolved by referring the dispute to a mutually agreeable physician, within whose specialty the symptoms lie, and the opinion of the third physician shall be binding on the parties. The cost of the third physician shall be borne equally by the parties. In the event that the employee is deemed medically unable to perform his/her duties and the condition is not corrected, he may be subject to termination.

**ARTICLE XVI
SENIORITY**

SECTION 1: An employee's seniority shall date from such employee's last date of hire by the Township as a career firefighter.

SECTION 2: Each new employee shall serve a probationary period of one year from the date of last hire as a career firefighter. Said probationer shall be evaluated after each three month period by a Review Board comprised of the Fire Chief and two career firefighters (one or both of which may be officers). Said probationer may be terminated after examination by the Review Board. The Township Board shall have the right to final determination.

SECTION 3: In the event a layoff is necessary, or a reduction of the Township budgeted positions occurs, the least senior employee in the rank selected for reduction or layoff shall be laid off. The reverse order shall be followed on recall.

SECTION 4: Seniority and employment may be terminated by the Township Board for any of the following reasons:

- (a) The employee quit, or
- (b) The employee is discharged, or
- (c) The employee is absent from work for two (2) consecutive working days without advising the Township, or

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(d) The employee fails to return to work within six (6) working days after delivery notice of recall by registered letter to the last known address of such employee as shown on the Township's records, or

(e) The employee overstays a leave of absence or engages in other employment during such leave, or

(f) A settlement has been made with the employee for total disability, or

(g) The employee has retired, or

(h) The employee has been on layoff for a continuous period of three (3) years unless waived by the Township.

SECTION 5: It shall be the responsibility of each employee to provide the Township with a current address and telephone number.

SECTION 6: Township required changes in the duty schedule such as transfer between stations, shifts or platoons shall be by seniority with the Township asking down the seniority list, most senior employee first, and requiring up the seniority list, least senior employee first.

SECTION 7: Annually, the employees shall be allowed to select their stations for duty assignments and shift. Selections shall be on the basis of seniority.

**ARTICLE XVII
MAINTENANCE OF CONDITION**

SECTION 1: Wages, hours and conditions of employment in effect at the time of execution of this agreement, except as modified, herein, shall be maintained during the term of this agreement.

Upon ratification of this contract, no employee shall suffer a reduction of benefits contained within this contract, during the term of this contract.

SECTION 2: The Township will make no unilateral change in wages, hours, and conditions of employment during the term of this agreement contrary to the provisions of this agreement, or otherwise.

**ARTICLE XVIII
SEVERABILITY**

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of competent jurisdiction, Michigan Employment Relation Commission, or other tribunal, such invalidation shall not affect the remaining portion of this Agreement. Accordingly, the terms of this contract are severable.

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SECTION 1: The work schedule for employees subject to this Agreement engaged in firefighting and not exempt from the provisions of Act No. 125 shall be in accordance with the provisions of Act No. 125 of the Public Acts of 1925, as amended (MCLA 123.841 et seq.) including the twenty four (24) hour work day, so long as the Act imposes statutorily mandatory requirements on the Township.

SECTION 2: Upon filing of a trade-time form with an officer, employees shall be permitted to trade work or leave days voluntarily. These forms will be initialed by the officer receiving them, and will be kept with the overtime log.

SECTION 3: OVERTIME PAY: Employees who work in excess of their regularly scheduled work day of twenty-four (24) consecutive hours, or the State designated work week of fifty-three (53) hours, shall be paid overtime at one and one-half (1 1/2) times the employee's straight time hourly rate. For the purpose of this Agreement, the employee's annual salary shall be divided by 2,756 hours.

SECTION 4: CALL-BACKS: For call-backs, all employees will receive time and one half (1 1/2) times' hourly pay with a minimum of four (4) hours.

(a) All employees attending official department training, mandatory, or authorized department functions, as determined by the Fire Chief, shall receive one and one half (1 1/2) times hourly pay for each hour attending off- duty.

SECTION 5: OVERTIME DISTRIBUTION: Whenever overtime is required, the person with the least number of overtime hours will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this clause, time charged to the refusing employee at the maximum number of hours of any employee working during that period. The equalization period shall commence anew each January 1 and terminate December 31. On January 1, the equalization list shall be reestablished with each employee subject to the equalization process being placed on the list in the relative position (he/she) occupied on December 31, with the low person placed at zero and the other persons credited with the number of hours in excess of the zero person, that is to say; the person who ended the previous equalization period with the least number of overtime hours shall be the first person called in the new equalization period, and so on. Any discrepancies or inequities in the equalization process shall be remedied by scheduling overtime hours to be worked. In the event of a tie in hours, the senior most employee has the first right of refusal or acceptance of hours.

SECTION 6: In the event overtime is required, the following guidelines shall be followed:

(a) Employees newly entered in the equalization group shall be credited with the highest number of hours of the equalization group, which (he/she) enters.

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(b) Employees accepting overtime work, but not appearing for such work, will be charged with two (2) times the maximum number of hours worked by any employee during the period.

(c) Any employee who is excused from work due to illness shall not be eligible to be called or scheduled for overtime work until the employee returns to work following such absence and completes at least one (1) complete work day. However, if the list of eligible employees has been exhausted, ineligible employees may be offered the overtime, without being charged in the equalization list, if they refuse. Ineligible employees will be contacted in the same manner as the eligible employees, with the employee with the least number of hours on the equalization list, contacted first. Prior to offering the ineligible employee the overtime work, the Fire Chief or Fire Department Captain must determine that the ineligible employee is fit for duty.

(d) Any employee who is on scheduled vacation shall not be eligible to be scheduled for overtime work until that employee returns to work following such vacation and completed at least one (1) complete work day; provided an employee on scheduled vacation may respond to call-backs. However, if the list of eligible employees has been exhausted, ineligible employees may be offered the overtime, without being charged in the equalization list, if they refuse. Ineligible employees will be contacted in the same manner as the eligible employees, with the employee with the least number of hours on the equalization list, contacted first.

(e) The parties recognize and agree that the equalization process applies to overtime and that there are occasions due to the nature of the service that employees may be held over from a previous shift to complete tasks in progress.

(f) An employee accepting overtime must work all of the hours offered, unless the employee can work out a mutually agreeable trade of hours with another employee. However, the employee initially accepting the hours offered must be charged the entire amount of hours, on the equalization list.

(g) Employees shall be personally contacted for such overtime work by the on-duty firefighter whose word shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted.

(h)

No off-duty employee shall be forced to work overtime. Therefore only employees whom are on-duty during their regularly scheduled work day or an overtime day can be forced as per the overtime equalization guide lines in this contract. (i) Whenever insufficient numbers of employees respond to an equalization request, the Township shall have the right to require the overtime be worked commencing with the least senior employee.

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(j) Overtime records will be maintained and kept in the radio room at Station One. They shall be open to the Chief, and Township officials, at any time.

SECTION 7: PAY FOR ACTING RANK: In the event a Firefighter or Officer performs the duties of any higher rank, the following guidelines shall be followed:

(a) If a firefighter performs the duties of any rank higher than their current rank for more than a 12 hour period in any shift, they will be compensated at the current rate of pay at which rank they are assuming. This increased compensation will be made only for those hours they actually worked at the higher rank. The position of Acting Officer will be filled by the highest seniority employee who is on duty for the required time period in question. This section shall not prejudice the contractual rights, promotional or otherwise, of any employee who refuses to perform the duties of the higher rank.

(b) If a Captain or Lieutenant is appointed to perform the duties of Acting Chief, they will be compensated from the first hour worked at a rate of 5% above their current hourly rate of pay. This increased compensation will be made only for those hours they actually worked at the appointed higher rank. The position of Acting Chief will be filled by appointment by the Supervisor for up to thirty (30) days. Appointments longer than thirty (30) days shall be approved by the Township Board. This section shall not prejudice the contractual rights, promotional or otherwise, of any employee who refuses to perform the duties of the higher rank.

**ARTICLE A-II
HOLIDAY PAY**

SECTION 1: Any employee not scheduled to work on a holiday listed below who is called in to work shall receive double time pay for those hours worked. These holidays shall be the observed holidays as opposed to the legal holidays. All employees shall be paid \$2,150.00 holiday pay on the first payroll date in November. An employee who works on any of the actual holidays listed in this contract will receive pay calculated at time and one half the employee's regular straight-time rate for all hours worked on that day. Any employee not scheduled to work on a holiday listed in this contract, who is called into work shall receive double time for those hours worked.

New Year's Day	Martin Luther King Day (Observed)	
Easter	Memorial Day (Observed)	
July 4 th	Labor Day (Observed)	
Columbus Day	Veteran's Day	Thanksgiving
Day	Christmas Eve	Christmas Day
New Year's Eve		

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**ARTICLE A-III
VACATION**

SECTION 1, VACATION ACCRUAL LANGUAGE: Employees receive six days (144 hours) of vacation time on the first annual anniversary of their date of hire. On the first day of the subsequent month of service, employees receive 3/4 day (18 hours) on the first of each month through their 48th month of service. Beginning the first day of the month following the 48th month of service, employees receive 1 and 1/4 days (30 hours) vacation. Employees are awarded this 1 1/4 days (30 hours) the first day of each month.

SECTION 2: A current record of the employees accumulated unused vacation days shall be shown on each payroll record that the employees receive with their paychecks.

SECTION 3: Vacations shall be approved in advance by the Chief or his delegate.

SECTION 4: There shall be no leaves of absence without pay in conjunction with vacations.

SECTION 5: An employee may elect to be paid in lieu of taking vacation days, provided that the election is in writing. An employee may elect to accumulate up to twenty-five days (600 hours) of vacation time in their vacation bank. Any hours accrued over twenty-five days (600 hours) will automatically be paid to the employee during the pay period at which this occurs. Any unused vacation time will be paid in full when an employee quits, retires, dies or is disabled.

SECTION 6: In the event an employee suffers an illness, certified by a Medical Doctor (M.D.) or a Doctor of Osteopathy (D.O.), during that employee's vacation, such days of illness shall not be charged against that employee's vacation time but shall be charged against that employee's sick time.

**ARTICLE A-IV
INSURANCE**

SECTION 1:

(a) Medical, Dental and Vision are provided to eligible full-time employees and their families. An employee becomes eligible for health insurance the first day of the month following month of hire. If insurance cost escalate to a level that the Township Board or Administration determines it endangers the financial stability of the Township Fire Fund, both parties agree to engage in good faith discussion to reach a mutually agreeable solution. Discussion will begin not less than 30 days prior to any implementation.

(b) Option for Cash Payment in Lieu of Medical Insurance: A full-time employee who is eligible for the Township's Insurance plan may opt-out of the plan if he/she is covered under the

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health insurance plan of his/her spouse. The employee must provide proof of coverage under his/her spouse's health insurance plan. The employee shall be compensated 40% of the cost of the family plan he/she is eligible for. This amount shall be paid in (26) equal payments each pay period as a taxable benefit. Employees choosing to opt-out of the plan must state so in writing. Employees who opt-out may rejoin the Township insurance plan at a future date under various circumstances: divorce, loss of employment by spouse resulting in loss of coverage, and during insurance open enrollment period each year.

(c) The Township shall provide each career Fire Fighter the current \$50,000 term life insurance policy at no cost to the Fire Fighters. This policy shall be only for the term of employment.

(d) When employment or seniority is interrupted by discharge, quit, strike or leave of absence, all insurance coverage continues only for the balance of the month in which the termination occurs or until the next premium is due, whichever is sooner.

(e) The employer will provide thirty (30) days' notice of layoff or thirty (30) days hospitalization insurance coverage following layoff.

SECTION 2:

Retirement Health Benefits (MERS Health Care Savings Plan)

(a) All newly hired, full-time fire fighters shall be enrolled in the MERS Health Care Savings Plan the first day of the month following their month of hire. The Township shall contribute monthly according to Attachment B, Health Care Saving Plan Monthly Contribution.

(b) The mandatory minimum employee contribution is currently set at two percent (2%). This percentage can be changed by mutual agreement of the firefighters' union and the Superior Township Board of Trustees. This employee contribution may also be greater than 2%, if so outlined in the individual employee's sub-plan, and shall be deducted from any or all of the following depending on the sub-plan enrolled in: regular pay, overtime, longevity, and cashed sick and vacation days. The Township shall contribute monthly according to Attachment B, Health Care Saving Plan Monthly Contribution. The employer contribution shall be reviewed by the Board of Trustees during future Union Firefighter contract negotiations. The board may (but shall not be obligated to) propose to increase the Township's annual contribution to compensate for inflation or increases in health care costs. The board shall also maintain the right to propose decreasing the Township's contribution, or freezing any increases, based on the financial position of the Township, or in light of expanded health care coverage by the federal or state government.

(c) The employer portion of the employee's MERS Health Care Savings Plan account shall be subject to the following vesting schedule: After six completed years of

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employment as a firefighter, twenty-five percent (25%), after nine years of such employment fifty percent (50%), after twelve years of such employment seventy-five percent (75%), after fifteen years of such employment one hundred percent (100%).

(d) The guidelines for how money in employees' accounts can be used is set by MERS and the Internal Revenue Service, and is outlined in the MERS Health Care Savings Plan Participation Agreement, a copy of which will be given to each employee upon enrollment in the plan. One hundred percent (100%) of the employee portion, including interest earned, together with the vested portion of the employer contributions including interest earned, becomes accessible to an employee (for eligible health care costs for both him/herself, spouse, and eligible dependents) upon separation from employment with Superior Township Fire Department, whether by retirement or otherwise.

SECTION 3:

(a) The Township may select or change the insurance carrier at its discretion upon prior notification to the Union, provided there is no lapse in coverage and that equivalent benefit levels are maintained and the Township shall be entitled to receive any dividends or rebates earned without condition or limit.

(b) Benefits for otherwise eligible full-time employees will become effective in accordance with the insurance policy providing the benefit.

(c) With the exception of employee-paid life insurance, the Township shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Township of any and all insurance coverage enjoyed by said employee other than coverage provided by the Township.

(d) Should the Township be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Township under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Township not be obligated to provide double coverage and to escape such double payments the Township shall be permitted to cancel benefits or policies which duplicate, in whole or in part compulsory governmental sponsored insurance programs.

(e) With the exception of employee-paid life insurance, all insurance coverage shall be subject to a non-duplication of benefits provision.

(f) If an employee covered by this Agreement is working for another employer, such employee will utilize the insurance coverage of such employer for all injuries, accidents and sickness incurred while in the employ of such other employer.

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SECTION 4:

(a) For health insurance coverage years beginning in 2016, 2017 and 2018, the Township agrees to provide a medical benefits plan to all eligible Fire Department employees subject to the following: (1) The coverage will be comparable to the Simply Blue HSA PPO Gold \$1,300 health care plan.

**ARTICLE A-V
SICK DAYS**

SECTION 1: Any career officer or career firefighter who has been on the active payroll of the Superior Charter Township Fire Department and is unable to work because of bona-fide non- occupational personal illness or injury shall be entitled to sick pay in accordance with the provisions herein set forth.

SECTION 2: Sick days shall accrue at the rate of one shift day per month and will accrue on the first day of every month after date of hire.

SECTION 3: No employee may draw against paid sick days not yet earned.

SECTION 4: Subject to conditions listed in Section 9 below, an employee or beneficiary shall be paid for all unused accumulated sick days upon death, retirement or discharge. Upon request after one hundred ten (110) accumulated days employees may receive pay for unused sick days.

SECTION 5: The maximum number of accrued sick days an employee may accumulate shall not exceed one hundred thirty-four (134) days for the term of this agreement.

(a) A current record of the employees accumulated unused sick days shall be shown on each payroll record that the employee receives with their paycheck.

SECTION 6: If an employee becomes ill while on duty, said employee shall be charged with only the number of hours remaining of the work shift.

SECTION 7: An employee who is absent from work because of occupational injury or disease arising out of and in the course of employment (compensable under the Worker's Compensation Act of Michigan), will be paid straight hourly wages for the loss of all scheduled work hours caused by such injury or disease, less the amount of payments made under Worker's Compensation Act. The two payments combined will not exceed net take home pay, based upon an employee's normal fifty-six (56) hour work week. Any obligation of the Township payment shall be limited to sixty (60) calendar months.

SECTION 8: An employee shall not be charged sick time if injured on the job.

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SECTION 9: If an employee separates employment from the Township voluntarily or is terminated for just cause, the Township will not be held liable to pay them for any or all unused accrued sick days, unless said employee has ten (10) or more years of credited service. Any employee that does not satisfactorily complete their one-year probationary period and is terminated by the Township, will also not be eligible to receive any pay for accrued sick days as well. Notwithstanding the foregoing, if an employee is separated from employment due to an occupational illness, non-occupational illness, on the job injury, an off-duty injury for which they are deemed unable to perform the job duties, or death, before they have reached 10 years of service, the Township will still be liable to pay that employee or their beneficiary for 100% of their unused accrued sick days, per Article A-V, Section 4 of this contract.

**ARTICLE A-VI
FUNERAL LEAVE**

SECTION 1: A firefighter shall be allowed, upon request, up to three (3) consecutive work days off for death in the family (spouse, child, parent, grandparents, grandchildren, siblings, parent's siblings, mother-in-law, father-in-law, grandparents-in-law, step-children, and step-parents). One additional day will be afforded if the funeral is six hundred (600) or more miles away.

SECTION 2: If funeral leave is scheduled while employee is on vacation, vacation time will be rescheduled as appropriate.

SECTION 3: The bereaved employee shall be paid at the regular hourly rate for any of his/her regularly scheduled workdays falling within the specified leave period. This clause is intended to compensate for lost work time and is not a death bonus.

SECTION 4: The Township may require evidence of death and relationship of the deceased to the fire fighter.

**ARTICLE A-VII
JURY DUTY**

Any firefighter required to be absent because of jury duty will be compensated for the difference between his regular salary and any compensation received for said jury duty with the exception of mileage and parking fees. The Township may require documentation.

**ARTICLE A-VIII
UNIFORM ALLOWANCE**

SECTION 1: The Township shall furnish all turnout gear, boots, coats, helmets, and other gear as required by the Fire Chief for the safety of the employee in accordance with Federal and State laws and N.F.P.A. standards.

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SECTION 2: The Township shall pay the uniform allowance on the first payroll week of January after withholding state and federal taxes. The employee shall maintain a full dress uniform. The employee shall also maintain properly fitted, maintained uniforms. The base amount for uniform and maintenance will be as follows:

2016: \$1,000 2017: \$1,000 2018: \$1,000

SECTION 3: New employees shall be prorated.

SECTION 4: If employment is terminated, that portion of the allowance, which has been paid in advance, shall be prorated and returned to the Township.

**ARTICLE A-IX
VALUABLES**

The Township will repair or replace valuables that are lost or damaged when a firefighter is on duty, at no cost to the employee. Valuables include eyeglasses, contacts, watches, and wedding rings. Valuables must be registered with the Chief prior to making a claim, stating make, style, and cost. Claims must be made in writing to the Chief. The Townships liability will not exceed a maximum of \$1,000.00 (one thousand dollars) per year regardless of the number of claims or claimants.

**ARTICLE A-X
PENSION**

SECTION 1: The Township shall provide a retirement pension plan for all firefighters, under the terms and conditions of the MERS (Michigan Municipal Employees Retirement System) pension plan with the following benefits:
Multiplier of 2.25%, vesting after 10 years, full retirement at age 50 with 25 years of service, Final Average Compensation (FAC) of five (5) years, employee contributions of 6%, remaining required contribution paid by the Township.

**ARTICLE A-XI
EARLY OUT**

An employee in their twenty-fifth year of retirement credited service may have an “early out” option of using all or part of their accumulated sick leave and/or banked vacation days immediately prior to their approved retirement date for their last scheduled duty days. The employee shall notify the employer of their intent at least sixty (60) Township business days prior to utilization of these sick leave credits and/or banked vacation days in this manner so that

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the employer may make scheduling arrangements. While on this leave the employee shall be eligible for health care benefits associated with full time employment. All other fringe benefits shall cease. An employee who chooses this option may not return to service (work) without the approval of the Fire Chief, and Township Supervisor.

**ARTICLE A-XII
 EDUCATIONAL INCENTIVE**

The Township shall pay an annual educational incentive of three percent (3%) of the base wage for a Bachelor Degree related to the fire service. The Township shall pay two percent (2%) of base wage for an Associate's Degree related to the fire service. The Fire Chief shall determine if degree is related to fire service.

The educational incentive shall be paid on the first payroll week of January.

**ARTICLE A-XIII
 SUBSTANCE ABUSE TESTING**

The Union agrees that the Township is authorized to implement a random drug and alcohol testing program to be administered during regular working hours.

PAGE 23, Attachment "B"

ARTICLE-B-1

Wages	2016	2017	2018			
	3%	3%	3%			
Start	\$46,493.7 2	\$47,899.2 8	\$49,332.4 0			
	\$16.87	\$25.31	\$17.38	\$26.07	\$17.90	\$26.85
Year One	\$50,462.3 6	\$51,978.1 6	\$53,549.0 8			
	\$18.31	\$27.47	\$18.86	\$28.29	\$19.43	\$29.15
Year Two	\$53,769.5 6	\$55,395.6 0	\$57,049.2 0			

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	\$ 19.51	\$ 29.27	\$20.10	\$30.15	\$20.70	\$31.05
Year Three	\$56,856.28		\$58,565.00		\$60,328.84	
	\$ 20.63	\$ 30.95	\$21.25	\$31.88	\$21.89	\$32.84
Year Four	\$58,509.88		\$60,273.72		\$62,092.68	
	\$ 21.23	\$ 31.85	\$ 21.87	\$ 32.81	\$22.53	\$33.80

Command Officer Adjustment						
	2016		2017		2018	
Lieutenant	\$4,326.92		\$4,464.72		\$4,602.52	
	\$1.57	\$2.36	\$1.62	\$2.43	\$1.67	\$2.51
Captain	\$5,787.60		\$5,952.96		\$6,118.32	
	\$2.10	\$3.15	\$2.16	\$3.24	\$2.22	\$3.33

Article B-II

Longevity Pay

Longevity Shall be paid on completion of each anniversary date (First payroll after completion year)

Five years (5) to nine years (9) 2% of base wages

Ten years (10 to fourteen years (14) 3% of base wages

Fifteen years (15) to nineteen years (19) 4% of base wages

Twenty (20) years plus 5% of base wages

Health Care Saving Plan Township Contribution		
2016	2017	2018
\$225 Per Month	\$250 Per Month	\$275 Per Month

Ayes: Schwartz, Phillips McKinney, Caviston, Green, Lewis, Williams

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Nays: None

Absent: None

12. PAYMENT OF BILLS

There were no Bills for Payment. It was moved by Green, seconded by Caviston, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote

13. PLEAS AND PETITION

There were none.

14. ADJOURNMENT

It was moved by Green, seconded by Lewis, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 9:45 pm.

Respectfully submitted,

David Phillips, Clerk

Kenneth Schwartz, Supervisor