

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LELAND TOWNSHIP

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LELAND FIREFIGHTERS UNION L-5120**

OCTOBER 2017

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AGREEMENT

This AGREEMENT entered into, covering the date of ratification to March 31, 2019, by and between LELAND TOWNSHIP BOARD, Leland, Michigan, hereinafter called the “Township,” and INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as LELAND Firefighters Union L-5120, herein after called the “Union.”

WITNESSETH;

PURPOSE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Board and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment. The Union recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to work with the Board to encourage increased efficiency on the part of its members.

To these ends, the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representative of all levels among all Employees.

ARTICLE 1 GENERAL

Section 1 - Separability:

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2 - Distribution of Agreement:

Three signed hard copies of this agreement shall be distributed by the Township to the Union.

Section 3 - Duration:

This Agreement shall be effective upon ratification and approval of the Township Board and Union and shall remain in force and effect to and including the 31st day of March, 2019.

Section 4 - Future Negotiations:

The parties agree that, commencing not later than November 1, 2018 they will undertake negotiations for a new Agreement for a succeeding period.

Section 5 - Extensions:

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect during which time negotiations are in process, until a new contract or Act 312 arbitration award is issued.

Section 6 - Mutual Agreement on Changes:

If, prior to the expiration of this Agreement, any article or section of this Agreement is found to be inconsistent or unworkable, changes can be made if there is mutual agreement between the Township and Union.

Section 7 - Non-Discrimination:

The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, compensation, work classifications, promotion or demotion, termination, transfers, or other conditions of employment or a matter directly or indirectly related to employment because of their actual or perceived race, color, national origin, sex, age, height, weight, marital status, religion, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 8 - Gender:

The masculine pronoun, wherever used in this agreement, shall include the feminine pronoun, unless the context clearly otherwise requires.

Section 9 - Entire Agreement:

This Agreement, together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

Section 10 - Interpretation:

This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted by the joint direction of the parties.

Section 11 - Authority to Execute:

The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the parties to the Agreement.

**ARTICLE 2
DEFINITIONS**

The Township shall include the Township Board, Township Supervisor, Fire Chief, and all others duly authorized to act on their behalf. The Union shall include all full-time firefighters below the rank of Chief, excluding clerical personnel.

Whenever the singular number is used it shall include the plural. Employee shall mean any individual member of the bargaining unit whether a supervisor or not.

Whenever the word “Employee” or “Employees” are used in this Agreement, they shall be defined as all full-time Firefighter/Paramedics, Firefighter/Emergency Medical Technician – Basic or Firefighter/Emergency Medical Technician Specialists and Firefighters, excluding the Fire Chief and part-time employees of the Employer.

The definition of a full-time employee is any employee regularly scheduled to work forty-eight hours per week or more.

ARTICLE 3 COVERAGE

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for full-time Firefighter/Paramedics, Paramedics, Firefighter/Emergency Medical Technician – Specialists, Firefighter/Emergency Medical Technician – Basic, Emergency Medical Technician – Specialists, and Firefighters excluding the Fire Chief and part-time employees and agrees that it will not enter into any agreement with its full-time Firefighter/Paramedics, Paramedics, Firefighter/Emergency Medical Technician – Specialists, Firefighter/Emergency Medical Technician – Basic, Emergency Medical Technician – Specialists, and Firefighters, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

ARTICLE 4 RECOGNITION

The Township recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, hours of employment and other terms and conditions of employment for all full-time Fire Department employees, excluding the Fire Chief and clerical personnel.

ARTICLE 5
UNION MEMBERSHIP

All employees shall, as a condition of continued employment, pay to the Union dues uniformly required of all Union Members, or pay to the Union a representation fee equal to the cost of negotiating and administrating this Agreement, which shall not exceed the amount of the Union dues. For new employees, the payment shall start thirty-one (31) days following the date of employment.

ARTICLE 6
DEDUCTION OF DUES

During the period of time covered by this Agreement, the Township agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 5120, provided, however, that the Union presents to the Township authorization, signed by such employees, allowing such deductions and payment to the local Union. The Employer further agrees to remit authorization cards supplied by the Union. The Employer further agrees to remit promptly any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Treasurer of the Union.

The Union agrees that in the event of litigation against the Township, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Township, its agents or employees for any monetary award arising out of such litigation.

ARTICLE 7
AGREEMENT TO NEGOTIATE

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 between them concerning the terms of this Agreement. Recognizing this 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 work stoppage, refusal to report to work as normally scheduled, strike, interruption of service or boycott against the Township. The Township agrees that during the same period there will be no lockout. Any individual employee or group of employees who violate or disregard the prohibition of this section may be disciplined, up to and including

discharge. It is understood and agreed that any disciplinary action taken by the Township pursuant to Section is subject to the grievance and arbitration procedure.

ARTICLE 8 MANAGEMENT RIGHTS PROVISIONS

- A) The Union recognizes the right of the Township to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the Township has not specifically abridged, delegated or modified by this Agreement are retained by the Township.
- B) The Union recognizes the exclusive right of the Township to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed, as well as set work standards. The Township also reserves the right to make work assignments in emergency situations within the limitations of this contract.
- C) Subject to prior negotiations with the Union, the Township has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principal duties and ranges of skill are enumerated in Class Specifications and Job Descriptions; incidental duties, similar and related, although not enumerated, are intended to be performed by the employee.
- D) The Township reserves the right to discipline or discharge for just cause.
- E) The Township reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the Township or where such continuation of work would be wasteful.
- F) The Union recognizes that the Township has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting of work unit is vested in the Township.
- G) The responsibilities of the Township Supervisor and the Fire Chief, governed by charter provisions, ordinances, and personnel rules, subject to the provision of this Agreement, include the right to hire, assign, transfer, and promote employees to positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees;

to relieve employees from duty because of lack of funds; to determine methods, means and personnel necessary for departmental or agency operations, to control departmental or agency budgets; to take whatever actions are necessary in situations of emergency to perform the functions of the department; to administer pay and fringe benefit plans; and to provide the necessary surveys, research, rules, regulations and recommend resolutions and ordinances for this purpose.

- H) If the Township in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion and to bargain about the effects of such integration on the bargaining unit personnel. This shall not constitute a contract re-opener or a waiver by the Union of any bargaining rights.
- I) It is understood and agreed that nothing in this Article shall be deemed to waive or in any way impair the Union's bargaining rights under PERA.
- J) It is the Township's responsibility to provide sufficient facilities, equipment, and manpower to work safely and effectively for emergency calls, during working hours, whether at the stations or while working in the community.

ARTICLE 9 UNION ACTIVITIES

Section 1 – General:

All fulltime Firefighters, Fire Lieutenants, and Fire Captains, whether working in fire suppression or fire inspection/prevention, shall have the right to join the Union; to engage in lawful concerted activities for the purpose of collective grievances or complaints related to working conditions or compensation of their employment or their interference, discrimination or reprisal. No employee shall be discharged, disciplined or discriminated against because of activity on behalf of the Union.

Section 2 – Bulletin Boards:

The Union shall be provided suitable bulletin board space for the purposes of posting Union notices or other materials. The Union may designate persons responsible therefore. All bulletin board material shall be professional and appropriate for public viewing.

Section 3 – Meeting:

The Union may schedule meetings in one of the Fire Stations, with the approval of the Fire Chief, provided that such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

Section 4 – Representation:

The Employer will recognize a Union Executive Board. One member of the Union shall be designated as steward and one member designated as an alternate steward. The duty of the steward, and the alternate in absence of the steward, shall be to assist in the administration of this Agreement in accordance with the grievance procedure and in collective bargaining. The Union agrees to give the Fire Chief written notice of the names of its local officers who will function as the Executive Board members, steward and alternate steward, in accordance with this Agreement, before such officers shall be recognized by the Employer. Union officials and representatives, up to a maximum of one (1) in any one instance, shall be permitted time off to perform the following Union business, so long as it is on the Employer's property: representation of Union members during grievance or disciplinary meetings when the official or representative has been requested by said covered Employee for such representation, meetings with the Fire Chief (or Board officials), negotiations, and any other Union business that is on the property of the Employer. The Employer shall provide coverage for said official or representative, and such meetings, hearings, and representation shall not commence until such coverage has been provided. Union representatives and agents will be permitted to discuss Union business with members during their duty hours and while members are not on a call, provided such discussions will not interfere with the performance of any member's duties and service to the community. The Union agrees that this privilege shall not be abused. The Employer agrees that accredited representatives of the IAFF, whether local representatives, District Council representatives, State or International representatives, may schedule meetings concerning this contract, this bargaining unit, or collective bargaining implementation in one of the Fire Stations, with the approval of the Fire Chief, provided such meetings are not disruptive of the duties of the Employees or the efficient operation of the Employer or department. The Union shall have the right to post Union notices and bulletins during regularly scheduled working hours.

ARTICLE 10 REPRESENTATION

Section 1 – Committee:

The members of the Union may be represented by a negotiating committee and their selection will be determined by the Union. The Township will recognize these committee members as representatives of the Union in the administration of the provisions of the Agreement, grievance procedure and special conferences herein provided. The Union will keep the Township informed, in writing, of the employee's names and their alternates who are members of this committee.

Section 2 – Negotiating Committee:

The Union has the right to designate its own negotiating representatives and such representatives need not be employees of the Township.

Section 3 – Mail:

All post office mail addressed to the Union and its Negotiating Committee shall be placed unopened into the Union's mailbox.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 1 – Statement of Purpose:

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties shall seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this Article shall be kept confidential as may be appropriate. Both parties agree that proceedings should be dealt with promptly, and reasonable effort should be made to settle grievances at the earliest level possible.

Section 2 – Definitions:

A "Grievance" shall be a complaint by an employee, the Union, or group of employees concerning the application and/or interpretation of this Agreement which is subject to the grievance procedure

established herein. Failure of the Township or the Union to respond to a grievance or grievance answer at any stage within the time limits specified shall be considered an acknowledgement that the opposite party's position is acceptable.

Section 3 – Grievance Answers:

The Step 1 and Step 2 grievance answers shall be in writing within seven (7) calendar days after the meeting. The written response shall be either hand delivered to a Union officer and signed for and/or sent by registered mail to the Union through the US Post Service. In any case, the hand delivery and/or the certified mail date shall be within the time frame provided in this section.

Section 4 – Steps in Grievance Procedure:

- A) **Step One (1):** An employee with a grievance shall first discuss it with the Fire Chief together with a Union representative to try to resolve the matter informally, within seven (7) calendar days of the date of the event which originated the grievance. If the grievance is not satisfactorily resolved by the Fire Chief within seven (7) calendar days of the grievance meeting, the employee may reduce it to writing on a grievance form to proceed to step two.
- B) **Step Two (2):** If the Fire Chief's answer is felt to be unsatisfactory, the employee or union representative may file the grievance in writing within seven (7) calendar days after receipt of the Fire Chief's Step 1 response, with the Township Supervisor. When so filed, a meeting between the employee and/or union representative and the Township Supervisor and/or his/her representative, will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is submitted to the Township Supervisor. The Township Supervisor shall submit his/her answer to the grievance in writing, within seven (7) calendar days after the meeting.
- C) **Step Three (3):** If the Township Supervisor's answer is felt to be unsatisfactory, the employee or union representative may file the grievance in writing within seven (7) calendar days after receipt of the Township Supervisor's Step 2 response, with the Township Board. When so filed, a meeting between the employee and/or union representative and the Township Board, will be arranged to discuss the grievance within twenty (20) calendar days from the date the grievance is submitted to the Township Supervisor. The

Township Board shall provide their answer to the grievance, in writing, within seven (7) calendar days after the meeting.

D) **Step Four (4)**: In the event step three fails to settle the grievance, the union, within thirty (30) calendar days from receipt of the Township Board's Step 3 answer may appeal to arbitration. Such request must be made in writing to the Fire Chief within fifteen (15) calendar days following delivery of the Step 3 answer to the Union.

- If the parties do not agree upon an Arbitrator within such time period, the grievance shall be submitted to the MERC arbitration process or FMCS in accordance with their respective voluntary rules and regulations, and such rules shall govern the arbitration hearing.
- The Arbitrator shall be limited to the application and interpretation of the language of this Agreement and shall have no power to add to, subtract from or modify the express terms of this Agreement in any respect. The Arbitrator's decision shall be final and binding on the Union, on all bargaining unit employees and on the Township. There shall be no appeal from such decision, except in the limited circumstances provided by law.
- The fees and expenses of the Arbitrator shall be shared equally by the Union and the Township.
- The individual grievant(s) (if any) shall be released from work without loss of pay or benefit in order to attend the entire hearing. In addition, other employees called to testify by either party shall be released from work without loss of pay or benefit for such time as needed for their testimony to be completed. Notwithstanding these provisions, Fire Department operations will be adequately staffed.

Section 5 – Pursuit of Remedy:

The parties agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the Collective Bargaining Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties. This shall not preclude employees from exercising their rights guaranteed by State or Federal law.

ARTICLE 12

DISCIPLINE AND DISCHARGE

In the case of any type of disciplinary action taken by the Township, appeals from such action shall be in accordance with the Grievance and Arbitration Procedure provisions of this Agreement.

- A) The Township shall not impose any type of disciplinary action on a non-probationary employee without just cause. It is mutually agreed that progressive discipline for minor offenses shall be employed and, therefore, the fulltime employee shall first receive an oral and a written warning notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. No employee shall be subject to an investigative interview until the employee and a Union official have been advised in writing of the incident and alleged offenses being investigated. (An investigatory interview is where an employee is questioned, and it is probable that his/her answer(s) could potentially result in discipline of that employee.) If the employee reasonably believes that the interview may lead to discipline, the employee may request and shall be granted the presence of a Union designee. All disciplinary charges must be brought against an employee within a reasonable time after the employer becomes aware of the incident or grounds for the discipline. All discipline issued must be by proper written notice to the employee and a Union official citing the specific offense(s) of which the employee was determined guilty and the reasons for the discipline.
- B) The discharged or suspended employee will be permitted to review their discharge or suspension with their Union. Upon request, the Township or designated representative may discuss the discharge or suspension with such employee and the Union official.
- C) In the event that the Township desires to remove an employee from the workplace while the Township completes an investigation, or because there are pending criminal charges against the employee, then the Township may place the member on an "administrative leave without pay" during which time seniority shall continue.
- D) Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) calendar days from the date discipline was imposed on the grieving employee.

Discipline and/or discharge of a probationary employee is not subject to the grievance procedure.

- E) Any disciplinary action resulting in unpaid suspension issued by the Township may include a review and consideration of any previously issued disciplinary action(s) issued within the preceding thirty-six (36) months.
- F) Any disciplinary action not resulting in unpaid time off will be removed from employee file after thirty-six (36) months.

ARTICLE 13 WAGES

Section 1 – General:

The salary schedule attached hereto as "Schedule A" shall be effective for the term of this Agreement.

The Township has a payroll basis for fire personnel working fulltime 48-hour shift basis on a 28-day FLSA 7(k) work period. The work period shall begin at 7:00 a.m.

Section 7(k) shall apply. Under Section 7(k) of the FLSA, employees shall be compensated at the FLSA overtime rate for hours of a 28-day tour which are in excess of 212 hours. The FLSA 7(k) overtime shall be earned based on the work period scheduled.

Section 2 – Longevity Pay:

In addition to the salary set forth in the salary schedule, employees shall receive longevity pay, up to a maximum of \$200.00, as follows:

5 years of continuous service	\$100.00
6 years of continuous service	\$120.00
7 years of continuous service	\$140.00
8 years of continuous service	\$160.00
9 years of continuous service	\$180.00
10 years of continuous service	\$200.00

Longevity pay shall be paid on the first pay date each December. Longevity pay will be paid as a separate check from the Employee's regular check.

Section 3 - Overtime Pay:

- A) Overtime work for fulltime (48 hour) employees held over their normal duty day, mandatorily called back from their day off, or mandatory training shall be paid at the rate of one and one-half (1-1/2) times their hourly rate, provided that a minimum amount of pay for those called back shall be at least two (2) hours at one and one-half (1-1/2) times the hourly rate.

An eight (8) hour per day employee shall receive one and one-half (1-1/2) times their hourly rate for all hours worked over forty (40) hours per workweek, provided, however, that a minimum amount of pay for those called back after their normal work day during their normal work week shall be paid the equivalent of two (2) hours at one and one-half (1-1/2) times the hourly rate.

Section 4 – Off-Duty Call-In or Court Appearance Pay:

Any employee who, in the line of duty, must appear in a court outside their scheduled hours or is called in outside their scheduled hours in a duty case, shall be entitled to a minimum two (2) hours pay. The employee will be paid for all hours required by the court appearance that fall within the line of duty (attorney interviews, law enforcement depositions) that cannot be completed within the normal duty hours.

**ARTICLE 14
HOLIDAYS**

The following holidays are recognized:

- NEW YEAR'S DAY
- MEMORIAL DAY
- JULY 4TH
- LABOR DAY
- THANKSGIVING DAY

CHRISTMAS EVE

CHRISTMAS DAY

All employees who are not working on a holiday shall receive their straight pay for the equivalent of an 8-hour shift. All employees who are working during the holiday shall receive 1-1/2 times their ordinary pay for the actual hours worked. Holidays for employees within this bargaining unit begin at 7am the day of the holiday and end at 7am the next day.

If any of the designated holidays fall on Saturday, the holiday will be observed on the previous Friday. If any of the designated holidays fall on Sunday, the holiday will be observed on the following Monday. These two provisions are for forty-hour employees only.

ARTICLE 15 INSURANCE

Section 1 – Insurance:

The Township shall provide insurance for employees and their eligible dependents through Blue Cross Blue Shield. Employees shall contribute a minimum of 3% to the cost of premiums. This insurance provision is subject to the Township's Election under MCL 15.563 and therefore may result in a scenario where employees pay more than 3%.

Section 2 – Election:

An employee who has coverage through insurance provided by an employed relative may elect during the insurance company's open enrollment period of each year to refuse to participate in the Township's plan for the current year.

In order to opt out of coverage under the Township's coverage, an employee must do so in writing on a form provided by the Township, and must provide the Township Supervisor with acceptable proof that the employee and eligible dependents, if any, are covered by other insurance. An employee that opts out of the Employer provided insurance will be paid a \$1,000 per year, in addition to their base salary, to be paid in the first pay period in December in a separate check from their normal pay check.

Section 3 - Insurance Committee:

A Health Insurance Advisory Committee shall be established consisting of not more than three (3) representatives from each party. The Committee shall meet at least one (1) time annually to consider health plans and coverages. The Committee shall have the authority to make recommendations to the Township and the Union as warranted. No change in existing benefits shall occur based on any recommendation without the written, mutual consent of the parties.

Section 4 - Life Insurance:

Each full-time employee shall be covered by up to \$50,000.00 of life insurance after completion of ninety (90) working days at no cost to the employee. The Employer will provide details of the benefit plan to the Union.

**ARTICLE 16
TIME OFF**

Employees will be provided with vacation and personal days per the following table. Vacation and personal days may be used with prior approval of the Fire Chief. In cases of sudden illness wherein a scheduled employee cannot report for duty, the employee will notify the on-duty shift of their illness as soon as possible and the on-duty shift will find a replacement for the scheduled shift. All vacation time must be requested a minimum of 14 days in advance and be approved by the Chief or his designee. Notice will be given to the employee, at the latest, 10 days after the vacation request with the results of the request. A vacation or personal day shall be defined as a 24-hour period.

All other benefit eligibility shall commence on the first day of the month following ninety (90) days of employment.

Employees are permitted to accrue personal days from year to year up to a maximum of 15 days. Employees are not permitted to accumulate vacation days from year to year.

Employees will be compensated for accumulated vacation and personal days upon leaving employment to a max of 10 total days. Paid vacation days are paid at the employee's normal hourly rate.

Employees whose employment is terminated with LTFR due to work performance or other disciplinary action will not be compensated for any accumulated personal time.

Vacation coverage will be the Fire Chief's responsibility to fill. Short notice personal day requests (within 48 hours) will be the duty crew's responsibility to fill. Shifts will be filled to keep ALS status and a list will be created by seniority. The person at the top will be given the option to pick the open shift. After full time employees have turned down an open shift, it will then be offered to part time employees. If no employee picks up the shift it will then be mandated to the first employee on the list. The employee at the top of the list will remain at the top until they pick up a shift or are mandated to work a shift. Voluntary shift pick-ups will get an employee moved to the bottom of the list. An employee's position on the list remains the same while on vacation. Personal days are not allowed to be used on holidays (Article 14) without a doctor's note.

Personal and Vacation Time Schedule

Three (3) Personal Days and 1 Vacation Day will be granted to each new full-time employee. Time will be awarded on January 1 of each year to each full-time employee as follows (years of credit shall be calculated based on full-time status).

Upon Completion of:

- 0 – 1 Years:** 3 Personal Days / 2 Vacation Days Annually
- 2 - 4 Years:** 3 Personal Days / 5 Vacation Days Annually
- 5 – 7 Years:** 3 Personal Days / 6 Vacation Days Annually
- 8 – 10 Years:** 3 Personal Days / 7 Vacation Days Annually
- 11 – 13 Years:** 3 Personal Days / 8 Vacation Days Annually
- 14 – 15 Years:** 3 Personal Days / 9 Vacation Days Annually
- 16 Years and over:** 3 Personal Days / 10 Vacation Days Annually.

Vacation Day Cash Out Privileges:

Employees will be allowed to cash out unused vacation days at the end of the year based on the following schedule.

Years 0-1: 2 vacations days earned = 0 cash out privileges

Years 2-4: 5 vacation days earned = 1 day (24 hour) cash out allowed

Years 5 or more (number of vacation days earned varies) = Employee may cash out no more than 50% of vacation days. However, if an employee has an odd number of vacation days to be cashed out, the number of vacation days the employee may cash out shall be rounded down. For example, if an employee has 7 vacation days, the employee may only cash out 3 days.

ARTICLE 17 LEAVE OF ABSENCE

Section 1 – Military Leave of Absence:

The Township abides by the provisions of the Federal Regulations regarding re-employment rights as stated in the Universal Military Training and Service Acts of 1940 and 1948, as amended, and all state laws with respect to re-employment rights of an employee, and to grant leaves of absence in accordance therewith.

Section 2 – Bereavement Leave:

Full Time employees will be allowed paid leave upon the death of any of the following people of a member's family:

- a. Spouse
- b. Fiancé/Fiancée
- c. Child/Step-Child (regardless of whether living with the employee at time of death)
- d. Any person who qualified as a dependent on the employee's Federal Income Tax Returns of death
- e. Parent/Step-Parent
- f. Parent in-law
- g. Brother/Sister including step brother/sister
- h. Brother/Sister in-law
- i. Grandparent/Grandchildren

Full Time employees will be allowed up to 48 hours (one shift) of paid time off for a death in the State of Michigan and 72 hours (one and one-half shift) of paid time off for a death outside of the State of Michigan.

Bereavement leave may only be used as indicated. In the event additional time off from work is needed, employees may use accumulated personal and/or vacation paid time off. If all of an employee's paid leave has been exhausted, the employee may request an unpaid leave of absence. Bereavement leave will not be charged against any paid time off banks.

Section 3 – Leave for Union Business:

Union representatives shall be permitted to take time off to attend Union related business accordingly.

The total number of hours allowed per year shall not exceed: Forty-eight (48) hours in a year.

Time off will be without pay. Dates must be prearranged with the Fire Chief in order for proper scheduling of employees. The Union shall endeavor to ensure that staffing requirements are met.

Section 4 – Personal Leave:

Personal leaves of absence without pay, for reasons other than specifically those provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the Township Supervisor upon written application by an employee.

- A) When a personal leave of absence under this provision is granted for a specified period of not more than sixty (60) calendar days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.
- B) When personal leave is granted for a period of more than sixty (60) calendar days, the employee's position will not automatically be held open for them. The employee shall be re-employed after return from leave if and when employment is available at the same level and type of position previous held, or at their option, at such other position and level at which there may be an opening.
- C) The employee agrees when the leave is granted to keep the Township informed of any change in their status of conditions that caused the employee to request leave.
- D) Vacation time, steps in pay ranges, longevity pay, or other employee benefits accruing on the basis of length of service shall not be accumulated during personal leaves of absence.

All other fringe benefits shall cease during such leave of absence unless the employee pays the full costs associated with maintaining group coverage under COBRA provisions.

Section 5 – Snow Days:

If an employee, after good faith efforts, is unable to report to work for their scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the Governor (see Article 22), the employee, at the employee’s option, may take a day’s leave without pay or may utilize personal leave or a vacation day.

Section 6 – Jury Service:

Employees shall be paid at their straight-time hourly rate for any response to a summons from a court of jurisdiction to perform jury service. Such pay is subject to the following provisions:

- A) A written request for jury service leave must be accompanied by a copy of the official “Court Notice” to the affected employee.
- B) This request must be submitted within two (2) working days of receipt by the employee of the “Court Notice”.
- C) The employee may opt to keep the Court’s compensation for said service or remit same to the Employer, less any mileage or expense allowance, and thereby qualify for the straight-time hourly rate benefit herein.
- D) The Employer’s payment is limited to a maximum of eight (8) hours to an employee scheduled to work on the date(s) jury services is required. The employee must report for work immediately following jury service.
- E) The Employer may require “proof of service” rendered from the Court.
- F) The Employer’s obligation to pay an employee for performance of jury service under this Article is limited to a maximum of ten (10) days in any calendar year, or unless otherwise granted by the Employer.

**ARTICLE 18
WORKER'S COMPENSATION**

All employees shall be covered by the applicable Worker's Compensation law of the State of Michigan or benefits under the First Responder Presumption Fund (cancer presumption). If any employee is

disabled in the course of and arising out of their employment and as such is deemed eligible for worker's compensation benefits such employee shall be paid their rate of pay from the date of injury to which time worker's compensation wage benefit begins, but not to exceed seven (7) calendar days. Under the Workers Compensation Act no compensation is paid for an injury that does not last for at least one calendar week. If the disability lasts beyond one calendar week, the worker is entitled to benefits as of the eighth calendar day after the injury. If a disability continues for two calendar weeks or longer, then the worker is entitled to be paid compensation for the first calendar week of disability. If this occurs, the employee shall immediately pay back the appropriate sum received to the Township.

Employees shall be allowed salary payments which, with this worker's compensation wage benefit, will equal their regular gross salary or wage. In all cases, salary payments that are in addition to worker's compensation wage benefits shall be deducted from the employee's accrued sick leave (if applicable), or accrued vacation bank.

Light Duty Review:

Section 1. If an employee is unable to perform the regular duties of his/her position due to an injury, illness, or pregnancy, he/she may be assigned to a light duty position, at the sole discretion of the Township, if such a position is available and if it is in the best interest of the Fire Department.

The employee shall provide a doctor's statement that he/she is unable to perform his/her regular duties. Job descriptions and required activities will be provided to the attending physician to assure proper assignments for light duty.

Light duty assignments will be determined by the Fire Chief and will be assigned as appropriate within any division within the Department. If, in the opinion of the doctor, the employee is not capable of the assigned work, the employee may be assigned to another available light duty assignment. This may be in any suitable task beneficial to the Fire Department that can be safely performed by the employee.

When on light duty, the work week schedule shall be forty (40) hours. When an employee is unable to work the full schedule, by virtue of the extent of illness or injury, a part-time schedule may be arranged, at the Fire Department's discretion, to meet the employee's physical capacities as determined by the attending

physician.

Section 2. There will be no charge of PTO for attendance at a doctor's office, or for therapy due to an injury or illness which is job related and the subject of an accepted workers' compensation claim. PTO leave provisions will apply in the event the illness or injury is not an on-the-job injury.

Section 3. Time worked under light duty assignments will be considered as any other time worked in determining seniority.

Employees on light duty will only be eligible for overtime at the sole discretion and specific instruction of the Fire Chief.

Section 4. Light duty is intended as a temporary assignment only. No regular position will automatically be created to accommodate light duty restrictions on employees' activities.

A doctor's release will be required stating the employee is capable of returning to full unrestricted regular duty.

ARTICLE 19 TERMINATION OF EMPLOYMENT

At least two (2) weeks written notice of termination of employment shall be given by employees.

At least two (2) weeks written notice of termination of employment, or pay in lieu thereof, shall be given to an employee by the Township who is laid off for lack of work, lack of funds or other reasons beyond his control, except for unusual circumstances where there is just cause for immediate termination.

ARTICLE 20 SENIORITY AND PROBATION

Section 1 – Seniority:

Seniority shall be defined to mean the length of the employee's service with the Township in the Fire Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 2 – Probation:

A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period, during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular status in the department. In case of discipline during the probationary period, the Township shall notify the Union in writing. Employees become eligible for medical insurance on the first of the month following the date of hire.

Section 3 – Lieutenant and Captain Probation:

The candidate chosen from the current promotional list for Lieutenant or Captain shall complete a twelve (12) month probationary period starting on the first duty day of the new position. During the twelve (12) month probationary period, the person shall receive a written 3, 6, and 9-month evaluation. During this time, the employee may return to their prior position or the employer may return the employee to their prior position if the employee's performance in the new position is unsatisfactory. If the Chief finds the person unable to satisfactorily perform the requirements of the position, the Chief shall state the reasons in writing to the person and the Union President. If a grievance is filed, no other person shall be given the promotion on a permanent basis pending disposition of such grievance. Once the twelve (12) month probationary period has ended, it will be assumed that the employee has passed their probation unless a written notification to the contrary has been given to the employee by the Chief.

**ARTICLE 21
LAYOFFS/RECALLS**

In the event there are layoffs, removal by layoff shall be based on inverse seniority with Leland Township Fire and Rescue commencing with the member(s) most recently hired by the Township. All laid off members shall be entitled to recall to the position last held prior to layoff before any new employees are hired. Any laid off member who is recalled shall be returned immediately to the position last held prior to layoff, without preconditions, and shall be returned with seniority based on the original date of hire with the period of layoff deducted from their seniority date.

ARTICLE 22

HOURS OF EMPLOYMENT

Schedule rotation shall be as follows:

Forty-eight hours on duty followed by ninety-six hours off duty.

Schedule rotation may not be unilaterally changed. Any proposed changes must be negotiated and mutually agreed upon by the Union and the Township before enacted.

Work day shall begin at 07:00 a.m. and ends at 07:00 a.m. forty-eight hours later.

Station duties shall be performed daily based on the posted Daily Tasks Schedule.

All normal shifts will be forty-eight (48) hours. Employees may work up to an additional twenty-four (24) hours for overtime. The maximum consecutive hours worked with regular time and overtime is ninety-six (96) hours, after which time the employee will be guaranteed 24 hours off duty. During catastrophic events employees acknowledge that work beyond 96 hours may be required. The employer will make every attempt possible to keep the maximum working hours at no more than 96. Both parties agree to define a catastrophic event as a state of emergency that has been declared as defined by Michigan Emergency Management Act (Public Act 390 of 1976).

The schedule will be based on a 28-day work cycle. Any hours worked over the Fair Labor Standards Act 212-hour threshold will be subject to overtime per the Act and compensated at one and one half (1.5) times their regular hourly rate.

Any fulltime employee may trade time with another employee provided the employee obtains consent from the Fire Chief or his or her designee. The Employer recognizes that trade time is allowed by FLSA and is an exchange between two employees and the Employer has no burden. For computation of hours worked, the employee that is scheduled to work will show those covered hours as time worked on their time card. The employee covering the shift will not show any hours worked on their time card. Any overtime is calculated for the employee originally scheduled to work that day and not on the employee who is covering for the traded time. Trade time will not affect the calculation of overtime.

When a fulltime shift is vacant, full-time employees are given first option to work the shift according to the level of licensure required to maintain an ALS ambulance. Fulltime employees cannot be mandated to work any part time shift.

ARTICLE 23 UNIFORMS:

Section 1.

The Employer will provide specified uniforms and approved accessories for all full-time employees upon hiring and replace as needed. Such uniforms shall include:

- 2 long and 2 short sleeve shirts, with Department patches
- 2 pair navy blue slacks (Department approved style)
- 1 black duty belt
- 1 badge
- 1 pair black boots capable of being polished with black laces (\$120.00 boot allowance per year, per employee)
- 2 job shirts
- 1 winter knit or fleece hat
- 1 ball cap
- 3 T-shirts per year (long or short sleeve)

Section 2.

Class A uniforms for special functions, funerals, etc.

- 1 hat
- 1 pair of white gloves
- 1 pair of boots
- 1 tie
- 1 suit Jacket
- 1 dress shirt
- 1 pair of Dress pants
- 1 dress belt
- 1 pair of socks

ARTICLE 24
RESIDENCE

Employees must retain a residence within 50 miles of the Township border. Any change of address shall be reported within seven (7) calendar days to the Fire Chief. Employees living within a 5-mile radius of the Leland Township border will receive one-hundred dollars (\$100.00) annually to be paid in the first pay check in December. This will be a separate check from their regular paycheck.

ARTICLE 25
RETIREMENT

Section 1:

The Employer will continue to provide the current 401(a) retirement plan at 5% contribution. The employee shall contribute a minimum of 2% to the retirement plan.

ARTICLE 26
WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Township and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is understood and agreed that this Article does not waive or in any way impair the Union's bargaining rights under PERA.

ARTICLE 27
MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment in effect at the execution of this Agreement shall, except as set forth herein, be maintained during the term of this Agreement unless changed by mutual, written consent.

ARTICLE 28
RELATION TO REGULATIONS, ETC.

This Agreement shall supersede any general or departmental rules and regulations. All employees shall be completely informed of their housework duties and are expected to carry out their duties as quickly and as satisfactorily as possible. Duties and station maintenance will include all employees, and all are expected to do an equal share of the assigned work.

When employee(s) utilize the Fire Department Stations, either on or off duty, the area must be cleaned up as soon as possible by that employee. Courtesy would demand permission from the Officer in charge of the station.

ARTICLE 29
HEALTH AND FITNESS PROGRAM AND PHYSICALS

Health Examinations

As soon as possible after an offer of employment is made, and no less than annually thereafter during the term of employment, all employees will be required to undergo a health and physical examination conducted by (or performed under the supervision of) a licensed physician of the Fire Chief's choice. The purpose of these examinations is to determine if the employee has any medical condition that would preclude him or her from performing Fire and EMS activities, including the use of the Self Contained Breathing Apparatus (SCBA). These health and physical examinations shall include, at a minimum:

- a. Comprehensive medical history review. Employees will be expected to complete a medical history questionnaire which is to be reviewed and signed by the examiner (physician, PA/NP) and discussed with the employee.
- b. Height and weight measurement
- c. Vital sign assessment

- d. Random blood glucose measurement (may be waived if included in laboratory blood analysis)
- e. Visual acuity
- f. Hearing test
- g. Pulmonary function test
- h. Physical examination
- i. Laboratory blood analysis which includes testing of the following:
 - (1) Hematology (CBC with differential, platelet count)
 - (2) Electrolytes
 - (3) Liver Profile
 - (4) Thyroid Studies
 - (5) Lipids/cholesterol
- k. Urinalysis (test strip)
- l. 12-Lead EKG (if the employee is over 35 years of age, has a history of cardiovascular disease, or has experienced symptoms indicative of potential cardiovascular disease)
- m. Chest X-Ray (if for any reason a chest x-ray is not performed, employee must have a TB skin test)

Upon completion of the physical examination, the Department shall be provided with a written statement from the physician indicating the employee's ability (or inability) to perform firefighting and EMS functions of the Department based on examination findings. The Employer shall pay all costs of the initial examination. The Employer will not be responsible for the cost of any follow-up examinations, procedures, or testing not specified in this Agreement. The Employer shall pay overtime associated with the Employee receiving their physical.

Exercise

Employees will be allowed to exercise during their shift.

Drug Testing

Alcohol & Drug Free Workplace Commitment:

The Leland Township Board of Trustees and its firefighters agree that the public has a right to expect that firefighters will be free from the effects of drugs and alcohol while on duty. Further the Township and the

Union encourage individuals that may have a drug or alcohol problem to seek confidential assistance.

The Union recognizes the Township has a right to expect its employees to report for work fit for duty, and to be able to perform the necessary functions of the job and, therefore, agrees to cooperate with the Township's efforts to maintain a drug and alcohol-free workplace.

The Township and the Union both agree that firefighters performing under the influence of alcohol or drugs may be deemed a threat to the safety of the workplace or the community. Both parties agree that employees may be subject to a test to determine if an employee is impaired or intoxicated while on duty under any of the following conditions:

- Reasonable Suspicion through observable phenomena, such as direct observation that an employee is engaged in drug-related activity or exhibiting symptoms of being under the influence, such as a pattern of abnormal conduct, erratic behavior, or following an arrest or conviction for illegal drug possession or trafficking. Reasonable suspicion includes the use of intoxicants at a fire or medical call or attending a fire or medical call with the smell of alcohol on clothes or breath.
- Pre-employment.
- Post-accident.
- Return to duty following a previous positive test or extended leave lasting more than 30 days.
- Random drug test upon articulable suspicion.

Both parties agree to use appropriate testing facilities that are agreed upon. Both parties intend to ensure a safe and productive environment. Accordingly, department policy prohibits being under the influence, use, possession, transportation, promotion, or sale of illegal drugs or drug paraphernalia, or otherwise legal but illicitly used substances by any member while on organization business. This includes, but is not limited to, prescribed, over the counter drugs not being used for their intended or authorized purpose, abusive use of alcohol, or the use or possession of medical marijuana.

Use, possession, transportation, promotion, or sale of illegal drugs or drug paraphernalia, or otherwise legal, but illicitly used substances will result in immediate suspension, pending an investigation.

ARTICLE 30
DUAL EMPLOYMENT

Employees may engage in dual employment under the following conditions:

- A. The employee notifies the Fire Chief in writing of intent to begin outside employment. The notice must be given at least one (1) week in advance of starting work and must include the name of the company and a brief description of the nature of the job.
- B. The Fire Chief will review the request to determine if a potential conflict of interest exists. If there is no conflict, the Fire Chief will so notify the employee and the employee may accept the job.

ARTICLE 31
INTERVIEW PANEL

In the event of a full time opening in the department, the union will be allowed to have one position on the interview panel. The Township or Fire Chief will give notice to the Union President at least 7 days prior to the interview date. The Union President will select the person and advise the Township no later than 4 days prior to the interview. This position will have equal input as other panelists.

SCHEDULE "A"
HOURLY RATE ATTACHMENT

The following payroll schedule pertains to all full-time Fire/EMS personnel of Leland Township Fire Department, excluding the Chief and clerical personnel.

FF / PM	START to 6 months	6 months to 1 Year	Step I After 1 year service	Step II After 2 yrs service	Step III After 3 yrs service	Step IV After 4 yrs service	Step V After 5 yrs service
Hourly	\$13.65	\$13.82	\$14.33	\$15.05	\$15.80	\$16.59	\$17.42
Approximate Annual Base	\$40,813.50	\$41,321.80	\$42,846.70	\$44,999.50	\$47,242.00	\$49,604.10	\$52,085.80
FF/EMT-S or EMT							
Hourly	\$11.20	\$11.34	\$11.76	\$12.35	\$12.97	\$13.63	\$14.31
Approximate Annual Base	\$33,488.00	\$33,906.60	\$35,162.40	\$36,926.50	\$38,780.30	\$40,753.70	\$42,786.90

Effective upon adoption and ratification by Township Board and the Union, the hourly rate will increase by 3%

Effective April 1, 2018 the annual hourly rate will increase by 2%

This contract shall expire on March 31, 2019.

Pay increases to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

Within 90 days of the adoption of this agreement, the employer will make a good faith effort to promote three employees to Lieutenant.

An employee promoted to Lieutenant shall receive a quarterly \$500 stipend during their probationary period. After successful completion of the probationary period, the Lieutenant shall receive a \$800 quarterly stipend. This payment shall be paid separately from the regular check.

ANNUAL EDUCATION STIPEND

Upon approval of the Fire Chief, the Township will reimburse the cost of tuition, not to exceed a maximum cost of two-thousand dollars (\$2,000) per employee, per Township annual fiscal (April-March) calendar year, for education which is directly related to the employee's job. Upon the presentation of a report card the reimbursement will follow the following schedule:

- 3.80 and above: 100% Tuition Reimbursement
- 3.0-3.79: 75% Tuition Reimbursement
- 2.0-2.9: 50% Tuition Reimbursement

The following conditions must be met:

Employee shall identify in writing to the Fire Chief, before December 1st of the preceding year, of their intent to attend class. Employee shall identify the college, or university, and their program.

This Agreement was negotiated by the following listed representatives:

Union

Leland Township

IN WITNESS WHEREOF, the parties hereto have, by their representatives, duly authorized in the premises, executed this Agreement.

LELAND TOWNSHIP

UNION

By: _____

By: _____

By: _____

By: _____