

AGREEMENT
BETWEEN
CHARTER TOWNSHIP OF DELTA
AND
FIREFIGHTERS ASSOCIATION OF MICHIGAN

Effective January 1, 2009 to December 31, 2010

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AGREEMENT

This Agreement, made and entered into this _____ day of July, 2009, by and between the Charter Township of Delta, hereinafter referred to as the "Employer", and the Firefighters Association of Michigan, hereinafter referred to as the "Union".

PURPOSE AND INTENT

The purpose and intent of this agreement is to ensure that both parties recognize that the best interests of the Employer and the community are of paramount concern and that any labor disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of services as provided under the provisions of this agreement.

ARTICLE 1
RECOGNITION

1.1: The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

INCLUDED IN THE FIREFIGHTER BARGAINING UNIT: All regular full-time employees of the Delta Township Fire Department including Paramedic/Firefighters, Engineers, Lieutenants and Captains;

BUT EXCLUDING: The Fire Chief, Assistant Fire Chief, Deputy Fire Chief(s), all clerical employees, all appointed or elected officials, all part-time firefighters, all employees under contract with another labor organization and all other employees employed in and through the Charter Township of Delta.

ARTICLE 2
NON-DISCRIMINATION

2.1: This Agreement shall be applied uniformly to all eligible members of the bargaining unit, the Employer, and the Union and there will be no discrimination with respect to conditions of employment and the Union.

ARTICLE 3
CAPTIONS

3.1: The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 4
GENDER

4.1: Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5
EMPLOYEE RESPONSIBILITIES

5.1: The Union agrees that its members will perform efficient services and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

ARTICLE 6
ACCESS TO THE OPERATIONAL PREMISES

6.1: Representatives of the Union may enter the operational premises for any proper Union business; provided they have secured prior permission of the Employer or his designee. The Employer shall grant permission to the Union representative to visit the Employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE 7
CHANGE IN PERSONAL STATUS

7.1: Employees shall notify the Manager's Office and the Fire Chief's office of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving his employment and this Agreement.

ARTICLE 8
SUPPLEMENTAL EMPLOYMENT

8.1: Employees may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that such supplemental employment shall in no way diminish their obligations under this labor agreement. Employees will notify the Employer when commencing supplemental employment as well as the nature of the employment, and, shall so state, in writing, annually and/or whenever a job change has been made.

ARTICLE 9
UNION REPRESENTATION

9.1: Employees covered by this Agreement shall be represented by one (1) bargaining unit steward per shift.

9.2: The bargaining unit steward shall represent the employees and shall be authorized to resolve grievances on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees, the bargaining unit and the Employer.

9.3: The Union shall designate to the Employer, in writing, the bargaining unit steward and the Employer shall not be required to recognize or deal with any employee other than the one so designated, provided, however, in the absence of the steward, the Union President or Vice President may appoint an alternate steward by notifying the Fire Chief in writing.

9.4: Steward Rights. A steward shall first receive permission from his immediate supervisor during working hours to leave his work station with pay and shall report back promptly when his part in the grievance adjustment has been completed. The steward shall not leave the Employer's premises and will be allowed to leave ten (10) minutes before a meeting with a designated management representative and must return within ten (10) minutes after the meeting is concluded.

9.5: The Employer agrees to permit the steward to post and maintain Union notices on the Union bulletin board when expressly authorized by officers of the Union.

9.6: The steward shall be an employee of the Delta Township Fire Department and shall perform the duties of the classification for which the employee is employed.

ARTICLE 10
UNION SECURITY - AGENCY SHOP

10.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

A. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

B. In accordance with the policy set forth under this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present, regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later and for new employees, the payment shall start thirty-one (31) days following the date of employment.

C. 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:

1. The Union has notified him/her by letter addressed to his address last known to the Union spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of 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,

2. 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 employee be discharged in accordance with this Article and provide to the Township, in affidavit form signed by the Union Treasurer, 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.

10.2: If any provision(s) of this Article is invalid under federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

10.3: 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 or not taken by the Township for the purpose of complying with any of the provisions of this Article.

ARTICLE 11 DUES CHECK-OFF

11.1: The Employer agrees to deduct from the pay of each employee all dues and initiation fees of the Union and pay such amount deducted to the local Treasurer for each and every employee; provided, however, that the Union presents to the Employer an authorization signed by each employee allowing such deduction and payment to the Union.

11.2: Indemnify Employer. The Union agrees to indemnify and save the Employer harmless against any or all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees or dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer at the address on file with the Employer.

ARTICLE 12
AUTHORIZATION FORM

Please Print:

By: _____, _____, _____
LAST NAME FIRST NAME MIDDLE INITIAL

TO: Township of Delta, Michigan

Effective _____, I hereby authorize you to deduct from my earnings \$ _____ bi-weekly or such other amount as the Union may certify as my share of the cost of administration and negotiation of this and succeeding collective bargaining agreements with the Township of Delta. In consideration of the Township of Delta for providing this deduction service, I agree to hold the Township harmless against any and all claims, demands, lawsuits, 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 this deduction service. I further specifically agree that in the event that a refund of sums deducted under this Authorization is due to me for any reason, that in further consideration of the Township providing this deduction service, to seek such refund from the Union. The amounts deducted hereunder shall be paid to the Treasurer of the Union at the address provided by said Union. This authorization shall remain in effect unless terminated by me in writing, or upon termination of this Agreement or upon termination of my employment, whichever occurs first.

Employee's Signature

Address

City State Zip

ARTICLE 13
SAVE HARMLESS

13.1: In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind of nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 14
MANAGEMENT RIGHTS

14.1: The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township shall be limited only by the provisions of this Agreement.

14.2: Without limiting the generality of the foregoing, except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish and update policies and procedures; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools and equipment to be used and the discontinuance of any service, materials or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased; to contract or subcontract or purchase any or all work for the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; and in all respects to carry out the ordinary and customary function of management.

14.3: Except as this Agreement otherwise provides, the Employer shall also have the right to hire, promote, assign, transfer, layoff and recall personnel, to suspend, discharge or otherwise discipline employees for just cause; to make judgments as to ability and skill; to determine work loads; to provide for and assign relief personnel.

14.4 The Employer reserves the right to publish and enforce from time to time, new work rules, policies, standard operating guidelines (SOGs) and regulations not in conflict with this Agreement. The union shall be advised, in writing, of all changes prior to implementation.

ARTICLE 15
NO STRIKES

15.1: The Employer will not lock out employees during the term of this Agreement.

15.2: The parties to this Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are essential services.

15.3: 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, slowdown of work or restriction of production or interference with the operations of the Employer during the term of