

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
MARCH 18, 2013
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 William McFarlane at 7:30 p.m. on March 18, 2013, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

The members present were William McFarlane, David Phillips, Nancy Caviston, Rodrick Green, Lisa Lewis and Alex Williams. Treasurer McKinney was absent

4. ADOPTION OF AGENDA

It was moved by Caviston, seconded by Lewis, to adopt the agenda with addition of Hire Firefighter Pitula as item A. under New Business and to re-letter the following agenda items.

The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF FEBRUARY 19, 2013

It was moved by Caviston, seconded by Green, to approve the minutes of the regular Board meeting of February 19, 2013, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. CITIZEN COMMENTS

There were none.

7. REPORTS

A. SUPERVISOR REPORT

Supervisor McFarlane reported on the following: The Township was not awarded any grant for the proposed non-motorized trails along Geddes or Prospect Roads. The Township is planning on applying again next year. The Township recently completed the refinancing of the Utility and

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Fire Department bond. It was initially estimated that the Township would save \$180,000 over ten years. However, the bonds were sold at a lower interest rate than expected and the Township will save an estimated \$251,000 over ten years. The Township's AA bond rating by Standard and Poor also helped the Township to secure a favorable interest rate. At last month's meeting, the Board approved changing the employee's health insurance plan from Priority HMO to Blue Cross Blue Shield of Michigan PPO. The Township received a notice from Blue Cross Blue Shield that they have accepted the Township. Rock Ridge Estates is in the process of submitting a new application to the Michigan Department of Environmental Quality (MDEQ) for a permit to construct and operate a private waste water treatment plant to serve 1,200 homes on approximately 500 acres north of Superior Road. The type of housing has changed from the first application. This application proposes 225 luxury homes, 250 townhouses and 750 single family homes. The application includes an option for a proposed seasonal discharge of the waste water that would require the waste water be held in lagoons of 15-25 acres from April through October. The waste water would be released into the Huron River during the winter months so as not to contribute to the phosphate levels and resulting algae bloom in the Huron River, Ford Lake and Belleville Lake. The application indicates the development would be constructed in one phase, in one year and would be 100% occupied upon completion of construction. Supervisor McFarlane said there are 1,900 lots in the existing Urban Services District that have obtained proper zoning and are ready for development. Some are located in subdivisions that have all the infrastructure installed and have some homes already started. He questioned the need to leap-frog from the existing Urban Services into a rural agricultural area. Supervisor McFarlane reported that the Township provided testimony to the MDEQ during their review of the first permit application and that the first application was denied. However, Rock appealed the denial and the appeal is in abeyance. He indicated the Township will oppose the issuance of this permit as well.

B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHALL, HOSPITAL FALSE FIRE ALARM, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, SHERIFF'S REPORT, ZONING REPORT

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

The motion carried by a voice vote.

C. TREASURER'S INVESTMENT REPORT, DECEMBER 31, 2012

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It was moved by Caviston, seconded by Lewis, that the Superior Township Board receive the Treasurer's Investment Report for the period ending 12-31-12.

The motion carried by a voice vote.

8. COMMUNICATIONS

**A. SCOTT CABAUATAN, REPUBLIC WASTE, EVERY OTHER WEEK
RECYCLING PICKUP**

In a letter dated November 2, 2012, Scott Cabauatan, Municipal Services Manager, Republic Waste explained that the Township entered into an extension of the contract for Republic Waste to provide collection of household waste to the Township. The cost to customers will decrease for the first two years of the contract. The decrease was made possible in part due to Republic Waste modifying the manner in which recyclables will be picked up. Beginning April 1, 2013, Republic Waste will provide all customers with a 95 gallon cart for recyclables and it will be picked up at curbside every other week. Republic provided a pamphlet, a map and a calendar that outlined the recycling program and the pickup days. This information will be mailed to all of their customers in the Township.

It was moved by Williams, seconded by Lewis, for the Board to accept the communication from Mr. Cabauatan of Republic Waste.

The motion carried by a unanimous voice vote.

9. UNFINISHED BUSINESS

A. ORDINANCE NO. 185, BURNING ORDINANCE, SECOND READING

First reading of the ordinance was completed on February 19, 2013. As a result of comments made at the Public Hearing, several minor changes were made to the ordinance. Changes include: indicating that typical garden waste is not food waste; open burning of brush is allowed; the requirement for burning during daylight hours applies only to the open burning of logs, stumps, trees, brush, agricultural and beekeeping waste; clarified when appeals are allowed; and, clarified the publication requirements.

It was moved by Phillips, seconded by Lewis, to approve the following ordinance for second reading and adoption:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

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ORDINANCE NO. 185

**BURNING ORDINANCE,
WHICH REPEALS AND REPLACES
ORDINANCE NO. 105 BURNING ORDINANCE**

**THE TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, STATE OF MICHIGAN,
ORDAINS:**

Section 185.01. Purpose

The purpose of this ordinance is to provide for the protection of the health, safety, and welfare of Township residents; to protect property from exposure to the dangers of fire; to minimize unnecessary runs by the Township Fire Department; to provide for the enforcement of this ordinance; and to establish penalties and fines for violations of the provisions of this ordinance. Township residents are strongly encouraged to consider recycling, composting and curbside pick-up as alternatives to open burning.

Section 185.02. Scope

1. This ordinance shall apply to open burning, prescribed burns, burn barrels, outdoor wood furnaces/boilers, and patio wood burning units.
2. This ordinance shall not apply to outdoor grilling or cooking food using charcoal, wood, propane or natural gas in a cooking/grilling appliance or in an approved container.
3. This ordinance shall not apply to the use of propane, natural gas, kerosene, gasoline, or acetylene in a device intended for agricultural or construction heating and maintenance activities.
4. This ordinance shall not apply to agricultural flame weeding or flame sanitizers.
5. This ordinance shall not apply to burning for the purpose of generating heat in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation.

Section 185.03. Definitions

"Brush" means loose branches and twigs generated by trimming or storms on the property.

"Clean wood" means natural wood which has not been painted, varnished or coated with a similar material; has not be pressure treated with preservatives; and does not contain resins or glues as in plywood or other composite wood products.

"Food waste" means rejected food wastes including waste accumulations of animal, fruit, or

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vegetable matter used or intended for food; or wastes that attend the preparation, use, cooking, dealing in, or storing of meat, fowl, fish, fruit, or vegetable matter. Typical waste from home gardens shall not be considered food waste.

"Open burning" means kindling or maintaining a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or chimney. This includes burning in a burn barrel.

"Patio wood burning unit" means a chimnea, patio warmer, or other portable wood-burning device used for outdoor recreation and/or heating.

"Prescribed burn" means open burning of a continuous cover of fuels, in compliance with an approved prescription to meet planned land management objectives. "Prescription" means a written plan establishing the criteria and elements necessary for starting, controlling, and extinguishing a specific prescribed burn.

"Property" means one or more adjacent real estate parcels under common ownership or lease agreement.

"Recreational fire" means a small outdoor fire burning materials permitted by section 185.05 that has a total fuel area of 3 feet or less in diameter and 2 feet or less in height. Recreational fires include, but are not limited to fires for pleasure, ceremonial, cooking, warmth, or similar purposes.

Section 185.04. Prohibited Fires

1. Open burning of leaves and grass clippings is prohibited as per PA 102 of 2012 except when such burning is incidental to a permitted open or prescribed burn.
2. Open burning of animal carcasses and manure is prohibited.
3. Open burning of food waste is prohibited.
4. Open burning of household waste that contains plastic, rubber, foam, chemically treated wood, textiles, electronics, chemicals, or hazardous materials is prohibited as per PA 102 of 2012.
5. Open burning of construction and demolition waste is prohibited.
6. Open burning of waste from a commercial or industrial establishment is prohibited.

Section 185.05. Permissible Fires

A person shall not ignite, cause or permit to be ignited, allow or maintain an open burn or outdoor fire except as provided in this section. All open burning requires compliance with all applicable provisions of this section and any additional special restrictions deemed necessary by

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the Fire Chief or other authorities having jurisdiction. The Fire Chief may deny or suspend burning permits when weather or other conditions warrant. All open burning shall be conducted in a safe nuisance-free manner, when wind and weather conditions minimize adverse effects and do not create a health or visibility hazard.

1. After first obtaining a burn permit, open burning of logs, stumps, trees, brush, agricultural and beekeeping waste is permitted if conducted in accordance with the following:
 - A. The property owner or owner's authorized representative shall submit an open burning permit application to the Township Clerk's office on such form as may be approved by the Township Board. The application will be accepted after administrative review confirms that the property size and location meets the requirements of the ordinance. Upon acceptance, the application will be forwarded to the Fire Department for review and approval or denial by the Superior Township Fire Chief or his/her representative. If denied, a reason for the denial must be given. If approved, the application will be retained on file at the Fire Department and subsequent, similar burn permit requests may be phoned into the Fire Department for verbal approval. In all cases, on the day of the intended burn, the applicant shall contact the Fire Department for a burn permit by calling 734-484-1996. The applicant shall give his/her name, address and phone number, a description of the materials to be burned and the time of the intended burning. The Fire Department will either authorize or deny the burn permit depending upon Fire Department resources, weather, or other factors.
 - B. No material may be brought onto a property for the express purpose of burning it, except seasoned dry firewood for recreational fires.
 - C. The open burning of logs, stumps, trees, brush, agricultural and beekeeping waste is permitted only during daylight hours except when a special permit has been issued. The Fire Chief or his/her representative may issue special permits for agricultural open burns that will last more than one day.
 - D. Adult supervision of open fires is required.
 - E. Open fires must be located fifty (50) feet or more from any structure or property line.
 - F. The fuel area of open fires shall not exceed 15 feet in diameter and 15 feet

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in height without approval of the Fire Chief or his/her representative.

- G. Due to the density and the danger of fires spreading and smoke and fumes creating a nuisance, no permits shall be issued for any location in the northeast quarter section of Section 33 or any portion of Sections 34 or 35 of the Township.
 - H. Due to the density and the danger of fires spreading and smoke and fumes creating a nuisance, no permits shall be issued for any property less than one acre in size.
2. After first obtaining a burn permit, prescribed burning for forest, prairie, habitat management and agricultural purposes is permitted if conducted in accordance with the following:
- A. The property owner or owner's authorized representative shall submit a prescribed burn permit application to the Fire Chief's office on such form as may be approved by the Township Board. Upon receipt, the application shall be reviewed by, and approved or denied by the Fire Chief or his/her representative. If denied, a reason for the denial must be given. If approved, the application will be retained on file at the Fire Department and subsequent similar prescribed burn permit requests may be issued based upon the initially submitted application and plan.
 - B. On the day of the intended prescribed burn, the applicant or his/her representative shall contact the Fire Department for a burn permit by calling 734-484-1996. The applicant shall give his/her name, address, and phone number and the time of the intended burn. The Fire Department will either authorize or deny the prescribed burn permit depending upon Fire Department resources, weather, or other factors.
 - C. The Township Board may, by resolution, set reasonable application fees and insurance requirements as deemed appropriate.
3. The following types of fires are permitted without obtaining a burn permit if they occur on property of one half acre or more and are placed more than twenty-five feet from any structure or property line.
- A. A recreational fire.
 - B. Burning of small amounts of household dry waste paper in an enclosed burn barrel or container constructed of metal or masonry that has a metal

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covering device and does not have an opening larger than $\frac{3}{4}$ of an inch.

4. Patio wood burning units may be used without obtaining a burn permit if they burn clean wood, are used in accordance with the manufacturer's instructions, and are placed not less than 15 feet from a structure.
5. Outdoor wood furnaces/boilers installed on or after the effective date of this ordinance may be installed and operated without obtaining a burn permit but shall:
 - A. Have a permanently attached stack with a minimum height of 15 feet above the ground that also extends at least two feet about the highest peak of any residence not served by the furnace/boiler located within 300 feet.
 - B. Be located on the property in accordance with the Township Zoning Ordinance and no closer than 100 feet from the nearest property line.
 - C. Not be installed unless a mechanical permit has been obtained from the Township Building Department prior to commencing installation.
 - D. Only burn clean wood or other listed fuels specifically permitted by the manufacturer's installation/operation instructions.
6. Notwithstanding section 185.05. of this ordinance, structures and other materials may be burned without permit for fire prevention training so long as conducted in accordance with the National Fire Protection Association (NFPA) Standard 1403 as it may from time to time be amended, and in compliance with rules and regulations of other authorities having jurisdiction. Such burning shall be outlined in writing and approved by the Fire Chief at least 48 hours prior to the training burn.

Section 185.06. Appeals

Whenever the Chief of the Fire Department or his/her representative shall refuse to grant a permit applied for, or when it is claimed that the provisions of the ordinance do not apply or that the true intent and meaning of the ordinance has been misconstrued or wrongly interpreted, or when the strict enforcement of this ordinance would result in unnecessary hardship due to special conditions unique to the land involved, the applicant may appeal the decision of the Chief of the Fire Department or his/her representative to the Charter Township of Superior Board of Trustees.

Such an appeal shall be in writing, citing the nature of the original request, the reason such request was denied a permit, and the remedy sought through the appeal. The appeal shall be

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made within seven (7) days of the denial, and the Board shall receive and respond to the appeal at their next regularly scheduled Township Board meeting.

Section 185.07. Liability

A person utilizing or maintaining an outdoor fire regulated by this ordinance may be responsible for all fire suppression costs and any other liability resulting from damage caused by the fire.

Section 185.08. Right of Entry and Inspection

The Fire Chief or any authorized officer, employee, or representative of Superior Township carrying proper identification may inspect any property in order to ascertain compliance with, and enforce the provisions of this ordinance.

Section 185.09. Enforcement

This ordinance shall be deemed an exercise of the police powers of Superior Charter Township for the preservation and protection of the public health, safety, and welfare. It shall be the duty of the Fire Chief or his/her representative to enforce the provisions of this ordinance. Citizen complaints and reports of violations shall be directed to the Fire Department.

Section 185.10. Penalties and Remedies for Violations

1. Any person violating any provision of this Ordinance shall be deemed:
 - A. Guilty of a misdemeanor. Penalties may be imposed including up to ninety (90) days incarceration in the Washtenaw County Jail and/or fines up to five hundred (\$500.00) dollars plus the cost of prosecution.
 - B. Responsible for a civil infraction. Penalties may be imposed in fines as set forth in Section 162.07 of Superior Charter Township Ordinance 162, Civil Infraction Penalty Ordinance, which assesses fines for a first offense of a minimum of one hundred (\$100.00) and a maximum of five hundred (\$500.00).

In addition to the penalties, any person deemed responsible for a civil infraction shall also be liable for the cost to the Township to prosecute any such violation

2. The decision to charge the alleged violator with a misdemeanor and/or civil infraction as a result of a violation of this Ordinance shall be at the sole discretion of the Township.

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3. In addition to the foregoing, any violation of the Ordinance shall be deemed a nuisance per se, permitting the Township Board, its officers, agents or any private citizen to take such action in any court of competent jurisdiction to cause the abatement of such nuisance, including injunctive relief. Further, upon a determination by a court that a person has violated this Ordinance, thereby creating a nuisance per se, the Township shall be entitled to its actual attorney fees incurred in seeking abatement of the nuisance.

Section 185.11. Abrogation and Conflict of Authority

Nothing in this Ordinance shall be interpreted to conflict with present or future State statutes in the same subject matter; conflicting provisions of this Ordinance shall be abrogated to, but only to, the extent of the conflict. Moreover, the provisions of this Ordinance shall be construed, if possible, to be consistent with relevant State regulations and statutes. If any part of this Ordinance is found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision. Such holding shall not affect the validity of the remaining portions thereof, and the remainder of the Ordinance shall remain in force. Rights and duties which have matured, penalties which have been incurred, proceedings which have begun and prosecutions for violations of law occurring before the effective date of this Ordinance are not affected or abated by this Ordinance.

Section 185.12. Repeal

All ordinances or parts of an ordinance in conflict with this ordinance are hereby repealed. The existing Ordinance No. 105, being an ordinance for the regulation of burning in the Township effective August 31, 1989 and amended effective November 3, 2008 and January 17, 2012 is hereby repealed. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation or prosecution of any right established, occurring prior to the effective date hereof.

Section 185.13. Effective Date; Publication

This Ordinance shall be published pursuant to Section 8 of the Charter Township Act, being MCL 42.8(b), by posting in the Office of the Clerk, 3040 N. Prospect Rd., Ypsilanti, 48198, and on the Township website – www.superior-twp.org – with notice of such in the Ypsilanti Courier, a newspaper of general circulation in the Township, qualified under state law to publish legal notices within 30 days following the final adoption thereof. This Ordinance shall become effective immediately upon said publication and the same shall be recorded in the Ordinance Book of the Township, and such recording authenticated by the signatures of the Supervisor and Clerk.

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Ayes: McFarlane, Phillips, Caviston, Green, Lewis, Williams,

Nays: None

Absent: McKinney

The motion carried, the second reading was approved and the Ordinance was adopted.

B. APPROVAL OF APPLICATION FOR OPEN BURNING

Recently adopted Ordinance No. 185, Burning Ordinance requires that residents submit a written, signed application for a permit for open burning. The permit is submitted one time and does not expire unless ownership of the property changes, structures on the property change or the burning changes from regular open burning to prescribed burning. Ordinance No. 185 requires the Board to approve the application.

It was moved by William, seconded by Phillips, for the Board to approve the following Application for Open Burning:

**APPLICATION FOR OPEN BURNING ALLOWED
BY ORDINANCE NO. 185, BURNING ORDINANCE**

Applicant: _____
(Must be the owner of the property or the owner's authorized representative)

Address: _____ **Parcel ID #:** _____

Phone No.: _____ **Email:** _____

Type and Amount of Material to be Burned: _____

I have received and read a copy of the Superior Township Burn Ordinance and understand the provisions of the Ordinance, including required distances from structures and property lines. I recognize that on the day I want to burn, I must telephone the Township Fire Department at 734-484-1996 to determine if there are any outdoor burning prohibitions in effect at the time I propose to burn. I understand that I am responsible for the fire and any consequences resulting from the fire authorized under this permit. I further understand that this permit may be revoked if any fire set under this permit is deemed a nuisance by Superior Township.

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Signed: _____ (Property Owner or Owner's Representative) _____ (Date)

Reviewed by: _____ (Township Clerk's Office) _____ (Date)

Reviewed by: _____ (Fire Chief or designee) _____ (Date)

Approved: _____ **Comments:** _____

Denied : _____ **Reason for denial:** _____

The motion carried by a voice vote.

10. NEW BUSINESS

A. HIRE FIREFIGHTER WILLIAM PRITULA

A firefighter recently resigned from the Superior Township Department. The Township maintained a hiring list from the last hiring process. Mr. Pritula was recommended by the Superior Township Fire Chief, Command Officers and the Union. Mr. Pritula has been a paid-on-call firefighter with the Ann Arbor Township Fire Department. Superior Township firefighters have worked with Mr. Pritula on mutual aid calls involving the two Townships. He was recently hired by Superior Township as a temporary employee. Supervisor McFarlane concurred with their recommendation and requested that the Board approve the hiring of William Pritula as a full-time firefighter.

It was moved by Phillips, seconded by Lewis, that the Charter Township of Superior hire William Pritula as a full-time firefighter with benefits and that his effective date of hire be March 18, 2013.

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The motion carried by a voice vote.

B. FIREFIGHTER'S UNION LOCAL 3292 CONTRACT RENEWAL 2013-2015

Board members were provided with a copy of the proposed new contract with changes red-lined. Supervisor McFarlane explained that the current contract expired on December 31, 2012. The proposed new contract includes minor language changes and financial changes which include a 2% salary increase for each year, an increase in uniform allowance, an increase in the amount of vacation days they are able to bank and the addition of two holidays, Columbus Day and New Year's Eve as paid holidays. Contract negotiations were delayed until the Township resolved what health insurance would be offered to the firefighters. Because of the health insurance contract renewal date, this could not be resolved until February 2013. The new health care insurance plan results in a modest increase in cost to both the Township and Township employees, including the firefighters. The proposed new contract indicates the Township will cover up to a 5% increase in health care insurance costs for the contract years 2014 and 2015. The firefighters will be required to cover any increase over 5% or change to a plan with reduced costs. Supervisor McFarlane recommended the Board approve the proposed new contract.



SUPERIOR CHARTER TOWNSHIP

AND

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

APPROVED CONTRACT AGREEMENT

FOR PERIOD

MARCH 18, 2013 THROUGH DECEMBER 31, 2015

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SUPERIOR TOWNSHIP FIRE DEPARTMENT AGREEMENT

This Agreement entered into this _____ day of _____, 2013 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”.

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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.

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**

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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 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 2011-2012 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

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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 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.

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**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, insofar 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**

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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:

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**

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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 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.

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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 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.

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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.

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

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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, 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.

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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 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.

(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

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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
- (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.

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SECTION 7: Quarterly, the employees shall be allowed to select their stations for duty assignments. 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.

**ARTICLE XIX
PAID-ON-CALL SERVICES**

The Union recognizes that there are paid-on-call firefighters performing services for the Township. It is agreed that paid-on-call services shall only be supplementary service to the career paid firefighters. It is understood that paid-on-call fire fighters shall be notified and simultaneously respond to each emergency run in accordance with current practice.

**ARTICLE XX
TERMINATION**

By:

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(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 seniority 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. If the senior employee refuses, and the rest of the employees on the list refuse, then the junior employee must work the 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.

(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.

(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 general alarms.

(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

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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 division of hours with another employee.

(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) Initially the equalization process shall commence with the most senior person.

(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.

(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**

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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.

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

**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 days (480 hours) of vacation time in their vacation bank. Any hours accrued over twenty days (480 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**

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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 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

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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 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.

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(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.

SECTION 4:

(a) Effective April 1, 2013, the Township will offer all eligible Fire Department employees the Blue Cross Blue Shield Of Michigan High Deductible Health Savings Account plan known as the Simply Blue HAS \$3,000/0% w/RX 10/40/80 RXCM with deductibles of \$3,000 for a single person plan and \$6,000 for a couple or family plan. For the coverage year beginning in 2013, the Township agrees to contribute the entire amount of the premium for this plan and the entire amount of the annual deductible to the covered employee's health savings account. The Township will disburse payments to the employee's deductible on a quarterly or as needed basis. Employee will be responsible to pay a monthly contribution towards administrative fees of \$15.00 for a single person plan, \$20.00 for a couple plan and \$25.00 for a family plan.

(b) For health insurance coverage years beginning in 2014 and 2015, 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 Blue Cross Blue Shield Simply Blue HSA plan; (2) The cost to the Township will not exceed a 5% increase per year for the total cost (premium plus Township's contribution to deductible) through the life of this agreement.

**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.

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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.

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**

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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.

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:

2013: \$1,000 2014: \$1,000 2015: \$1,000

SECTION 3: New employees shall be prorated.

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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 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**

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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					
	2013		2014		2015	
	2%		2%		2%	
Start	\$43,390.49		\$44,258.30		\$45,143.47	
	\$15.75	\$23.61	\$16.06	\$24.08	\$16.38	\$24.56
Year One	\$47,090.48		\$48,032.29		\$48,992.93	
	\$17.09	\$25.63	\$17.43	\$26.14	\$17.78	\$26.66
Year Two	\$50,189.88		\$51,193.68		\$52,217.55	
	\$ 18.21	\$ 27.32	\$18.57	\$27.87	\$18.94	\$28.43
Year Three	\$53,041.24		\$54,102.06		\$55,184.10	
	\$ 19.25	\$ 28.87	\$19.64	\$29.45	\$20.03	\$30.04
Year Four	\$54,604.15		\$55,696.23		\$56,810.15	
	\$ 19.81	\$ 29.72	\$ 20.21	\$ 30.31	\$20.61	\$30.92

Command Officer Adjustment		
2013	2014	2015

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Lieutenant	\$4,021.52		\$4,101.95		\$4,184.99
	\$1.46	\$2.19	\$1.49	\$2.23	\$1.52 \$2.27
Captain	\$5,394.96		\$5,502.86		\$5,612.92
	\$1.96	\$2.94	\$2.00	\$3.00	\$2.04 \$3.06

Article B-II
 Longevity Pay

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

Employees hired prior to 1/1/2011 shall be paid Longevity as follows :

Employees hired after 1/1/2011 shall not be paid Longevity.

FIVE YEARS (5) TO FOURTEEN YEARS (14) \$1200 AFTER EACH YEAR

FIFTEEN YEARS (15) TO NINETEEN YEARS (19) \$1,600 AFTER EACH YEAR

TWENTY YEARS (20) OR MORE \$1,800 AFTER EACH YEAR

Health Care Saving Plan Township Contribution

2013	2014	2015
\$135 Per Month	\$135 Per Month	\$140 Per Month

It was moved by Phillips, seconded by Lewis, for the Superior Township Board to approve the contract agreement between Superior Charter Township and the Fire Fighter’s Union Local 3292 of the International Association of Fire Fighters for the period of March 18, 2013 to December 31, 2015 and to approve the Township Supervisor to sign the Agreement.

Ayes: Phillips, Caviston, Green, Lewis, Williams, McFarlane

Nays: None

Absent: McKinney

The motion carried.

C. RESOLUTION 2013-09, DESIGNATE OFFICIAL FOR THE GIRLS ON THE RUN OF SOUTHEAST MICHIGAN 5K RACE

The Girls on the Run of Southeast Michigan are planning a run on Sunday, May 19, 2013. A small portion of the course, about 100’ of the westbound lane of Huron River Drive, just east of Hewitt Road, is located in Superior Township. They have requested the Township approve a

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resolution designating the official for the race and approving the temporary closure.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
RESOLUTION 2013-09**

**A RESOLUTION DESIGNATING THE OFFICIAL FOR THE
GIRLS ON THE RUN OF SOUTHEAST MICHIGAN'S 5K RACE**

Resolution authorizing the temporary road closure of a section of Huron River Drive between Hewitt and Oakwood Drive located in the Charter Township of Superior on Sunday, May 19, 2013 from 8:30 a.m. until 11:30 a.m. for the Girls on the Run of Southeast Michigan 5K race.

WHEREAS, the Township of Superior has approved the temporary closure of a section of Huron River Drive; and,

WHEREAS, the Driveway's Banners and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission; and,

WHEREAS, the Girls on the Run of Southeast Michigan have agreed to provide adequate liability insurance coverage for the event, naming the Township as an additional insured, at no cost to the Township; and,

WHEREAS, the Girls on the Run of Southeast Michigan have agreed to provide adequate additional public safety coverage for the event by local police and fire departments, at no cost to the Township.

NOW THEREFORE, BE IT RESOLVED that the Township of Superior Board of Trustees approves of the event if the above conditions are met; and, designates and agrees that Kelly Kozloff of Girls on the Run of Southeast Michigan be the authorized officials designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

The motion carried by a unanimous voice vote. The Resolution was adopted.

D. RESOLUTION 2013-10, AUTHORIZED CHECK SIGNER FOR THE TOWNSHIP

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Mona McLain was recently appointed as Deputy Treasurer. She needs the Board to approve her as a check signer for Township accounts.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
MARCH 18, 2013**

RESOLUTION NO. 2013-10

**A RESOLUTION TO AUTHORIZE THE SIGNING OF CHECKS, BANK ACCOUNTS
AND WIRE TRANSFERS**

WHEREAS, Superior Township requires the processing of numerous checks, deposits and transfers of funds in various bank accounts and processing wire transfers in order to conduct Township business, and

WHEREAS, the previous Deputy Treasurer, Nicole Sumpter resigned, has been removed as the Deputy Clerk and is no longer be authorized to sign checks, for bank accounts or wire transfers, and

WHEREAS, Mona McLain has been appointed Deputy Treasurer, and should be authorized to sign checks, for bank accounts and wire transfers, and

BE IT RESOLVED that Nicole Sumpter has been removed as an Authorized Signer on all Township checks, bank accounts and wire transfers and that effective 12:00 noon, March 19, 2013, Mona McLain shall be added as an Authorized Signer on all Township checks, bank accounts and wire transfers, and

BE IT FURTHER RESOLVED, as approved by previously adopted Resolutions, William McFarlane, Brenda McKinney, and David Phillips, shall remain as Authorized Signers on all Township checks.

BE IT FURTHER RESOLVED, any person(s) who were previously approved as an Authorized Signer, but is not listed above, are no longer approved to be an Authorized Signer on any Township check.

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BE IT FURTHER RESOLVED that David M. Phillips or William McFarlane and Brenda McKinney or Mona McLain shall be designated as an Authorized Signer as one of the authorized officers for all authorized checking accounts, bank accounts and wire transfers of the Township.

Ayes: Phillips, Caviston, Green, Lewis, Williams, McFarlane

Nays: None

Absent: McKinney

The motion carried, the Resolution was adopted.

E. RESOLUTION 2013-11, SUSAN MUMM COMPENSATION ADJUSTMENT

The Township recently switched the health insurance plans for employees from Priority PPO to Blue Cross Blue Shield HMO High Deductible Health Savings Account. During the process of changing, Ms. Mumm was assigned additional duties to assemble and evaluate information on various health care insurance plans. It is also anticipated that additional work will be required to make the transition and administer the new high deductible health savings plan. Township Administrative staff are recommending Ms. Mumm receive additional compensation for the additional work she has performed and will continue to perform in order to change health care insurance plans.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
MARCH 18, 2013**

RESOLUTION NO. 2013-11

**A RESOLUTION TO APPROVE PROVIDING ADDITIONAL COMPENSATION TO
ACCOUNTANT SUSAN MUMM FOR HER ADDITIONAL DUTIES AND
RESPONSIBILITIES RELATED TO ADMINISTERING THE TOWNSHIP'S HEALTH
BENEFITS PLAN, THE BLUE CROSS BLUE SHIELD HIGH DEDUCTIBLE HEALTH
SAVINGS ACCOUNT**

WHEREAS, on April 1, 2013, Superior Township is changing health care insurance plans from a traditional Health Maintenance Organization to a high deductible health savings account Preferred Provider Organization, and

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WHEREAS, changing to the new health insurance plan has already resulted in significant extra work for Accountant Susan Mumm, and

WHEREAS, changing to the new plan will require educating employees about the plan and assisting with the administering of the disbursement and reimbursement of the deductible, which will result in extra work for Accountant Susan Mumm, and

WHEREAS, in order to ensure a smooth transition to the new health insurance plan, it is beneficial to the Township to have Accountant Susan Mumm continue to be assigned extra duties related to administering of the new health insurance plan throughout the 2013-2014 insurance plan year, and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Superior Board of Trustees does hereby authorize additional compensation be paid to Account Susan Mumm for the extra duties she will assume related to administering the new health insurance plan during the 2013-2014 health insurance plan year, and

NOW THEREFORE BE IT FURTHER RESOLVED, the extra compensation paid to Accountant Susan Mumm will be bonus quarterly payments beginning on April 1, 2013, in the amount of \$325.00 per quarter, and

NOW THEREFORE BE IT FUTURE RESOLVED, the extra compensation paid to Accountant Susan Mumm will be evaluated by Administrative Staff on a quarterly basis to determine if the additional duties result in enough extra work to warrant continuing the bonus payments, or if the duties and bonus payments should be reassigned to another Township employee.

Ayes: Phillips, Caviston, Green, Lewis, Williams, McFarlane

Nays: None

Absent: McKinney

The motion carried, the Resolution was adopted.

F. RESOLUTION 2013-12, APPROVE HIRING OF NANCY MASON AS FRONT OFFICE SECRETARY

Due to staff reorganization, there is a position open for front office secretary at the Township Hall. The position was posted and the Township received numerous applications. Upon completing testing and interviews, Ms. Nancy Mason was selected as the top rated candidate.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
MARCH 18, 2013**

RESOLUTION NO. 2013-12

**A RESOLUTION TO APPROVE HIRING NANCY MASON AS A FULL-TIME
EMPLOYEE TO BE A FRONT OFFICE RECEPTIONIST AND ACCOUNTS PAYABLE
ASSISTANT**

WHEREAS, the reorganization of the Township staff created a void regarding accounts payable and front office reception, and

WHEREAS, the Township advertised and conducted interviews for filling the void, and

WHEREAS, the interviews provided a candidate, Nancy Mason, who will meet the needs in both accounts payable and front office reception, and

WHEREAS, the reorganization with the proposed new employee will provide the opportunity to continue cross-training employees for uninterrupted service during sick and vacation times,

NOW THEREFORE BE IT RESOLVED, the Charter Township of Superior Hire Ms. Nancy Mason as a full time employee upon successfully passing a background check, and

BE IT FURTHER RESOLVED, her starting salary shall be a base pay of \$14.00 per hour with benefits of full time employment.

THE RESOLUTION WAS DECLARED ADOPTED.

The motion carried by unanimous voice vote.

G. RESOLUTION 2013-13, SIDE STREET MAINTENANCE AGREEMENT WITH MR. SWANSON

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Mr. Swanson has been cutting the grass, trimming trees and other maintenance in the side-street areas of Oakbrook and Washington Square subdivisions. The Township requested to renew his contract for 2013. The proposed new contract includes the mowing of an additional area and a modest increase in the payment. Board members all agreed that Mr. Swanson has done a great job of maintaining the area.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

RESOLUTION NUMBER: 2013-13

DATE: MARCH 18, 2013

**A RESOLUTION FOR APPROVAL FOR ENTERING INTO A STREET-SIDE
MAINTENANCE AGREEMENT WITH MR. SWANSON FOR THE OAKBROOK AND
WASHINGTON SQUARE SUBDIVISION COMMON AREAS**

WHEREAS, Superior Charter Township is a Michigan municipal corporation that provides public services to residents of Superior Charter Township, and

WHEREAS, a Special Assessment District was created to provide funding for street-side maintenance in the Oakbrook and Washington Square subdivisions located in the Township, which includes cutting the grass and other maintenance of the common areas, and

WHEREAS, the Township Board has the responsibility to approve, execute and administer agreements to provide for such street-side maintenance, and

WHEREAS, Mr. Swanson was awarded the contract in 2001 after the Township received at least three other bids, and

WHEREAS, the Township has been extremely satisfied with the performance of Mr. Swanson;

NOW, THEREFORE BE IT RESOLVED: that the Superior Township Board approves the Agreement for 2013 with Mr. Swanson for side-street maintenance in an amount not to exceed \$17,384.00 and authorizes the Township Supervisor to sign the Agreement, and that the cost of this agreement is to be taken from the Side Street Maintenance Fund, G.L. Account No. 220.

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The motion carried by a voice vote and the resolution was adopted.

**H. RESOLUTION 2013-14, UTILITY DEPARTMENT STAFF CHANGES AND
COMPENSATION ADJUSTMENTS**

A Utility Department employee is retiring. In order to replace this employee, the Carmen Walker was selected to transfer from the Township Hall to the Utility Department. There is also some minor reorganization of staffing and responsibilities and pay increases to Carmen Walker and Accountant Keith Lockie.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION AUTHORIZING PAY INCREASES TO CARMEN WALKER AND
KEITH LOCKIE AND THE TRANSFER OF CARMEN WALKER TO UTILITY
DEPARTMENT AS PART OF A UTILITY DEPARTMENT OFFICE STAFF
REORGANIZATION**

RESOLUTION NUMBER: 2013-14

DATE: March 18, 2013

WHEREAS, the Superior Township Utility Department is a Michigan Charter Township, and

WHEREAS, the Superior Township Utility Department has the power, privilege and authority to maintain and operate a utility department providing water and sewer services for the water and sewer district of the Township, and

WHEREAS, the Utility Department recognizes the need for well trained personnel to maintain and operate water and sewer services for the water and sewer district of the Township, and

NOW, THEREFORE BE IT RESOLVED: that the Superior Township Utility Department has approval to transfer Carmen Walker to the Utility Department as the Customer Service Clerk, with a \$.50/hour pay increase, and for Keith Lockie to take on a supervisory role with a 5% pay increase effective with the first pay in April, 2013.

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Ayes: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

Nays: None

Absent: Green

The motion carried, the Resolution was adopted.

I. APPROVE REPLACEMENT OF TOWNSHIP HALL ROOF

Most of the roof of the Township Hall was installed in 1984 and it is about at the end of its service life. Over the past three years, the roof developed several leaks, which required repair. Building Official Rick Mayernik submitted a letter to the Board in which he recommended that all roofs, except the portion which was installed in 2001 with the addition, be re-roofed. Mr. Mayernik obtained bids from four contractors. He recommended the Township contract with Bloom Roofing for the installation of a 60 mil-20 year warranty and to increase the insulation on the roof from a thickness of 1 1/2 " to 4 1/2" at a cost not to exceed \$97,516.00.

It was moved by Caviston, seconded by Williams, to approve the recommendation of Building Official Rick Mayernik as presented to re-roof the Township Hall at cost not to exceed \$97,516.00.

The motion carried by a unanimous voice vote.

J. WASHTENAW COUNTY ROAD COMMISSION EMERGENCY FUELING AGREEMENT

Supervisor McFarlane explained that the Washtenaw County Road received funds for from the U.S. Department of Homeland Security to purchase generators that will enable them to operate their vehicle fueling systems during times of electrical power outages. As a result of this grant the Road Commission is willing to allow Responding Agencies to fuel its vehicles in times of declared emergency. The Road Commission provided an Emergency Fueling Access Agreement, which sets forth the terms of this service.

It was moved by Phillips, seconded by Caviston, to approve the following Emergency Fueling Access Agreement with the Washtenaw County Road Commission and to approve the Township Supervisor to sign the Agreement.

EMERGENCY FUELING ACCESS AGREEMENT

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THIS EMERGENCY FUELING ACCESS AGREEMENT (Agreement) is entered into effective, 20_ (the Effective Date), by and between the Washtenaw County Road Commission (the Road Commission), and the (Responding Agency).

RECITALS:

A. The U.S. Department of Homeland Security has granted funds to the Road Commission, to be used for the purchase of two electrical generators. These generators will allow the Road Commission to continue to operate its Main Yard, Southeast Service Center (SESC) and Manchester Yard fuel system during times of electrical power outages.

B. In respect of the grant, the Road Commission is willing to allow Responding Agency to fuel its vehicles in times of declared emergency (Emergency Fueling Access) at the Road Commission's fueling facilities on the terms set forth below and subject to Road Commission receipt of a current IRS W-9 form from the Responding Agency showing tax exempt status.

C. The Responding Agency is willing to promptly reimburse the Road Commission for the cost of the fuel, on the terms set forth below.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. **Access Key.** The Road Commission shall provide the Emergency Management Division of Washtenaw County (Emergency Management) with a pre-coded access key (Key) unique to the Responding Agency. The Road Commission shall keep a record of the code assigned to the Responding Agency, and shall permanently label the Key with the name of the Responding Agency. The Responding Agency shall be financially responsible for the use of its Key, even in the event it is lost by or stolen from the Responding Agency. Upon such loss or theft, the Responding Agency must take prompt action to notify the Road Commission, so that access through the Key can be terminated, and a replacement Key issued. The Responding Agency shall pay the Road Commission its reasonable fee for issuing such a replacement Key.
2. **Emergency Fueling Access.** If there is a declared emergency resulting in a power outage in part or all of Washtenaw County, such that the Responding Agency cannot obtain fuel from its own usual sources, then the Responding Agency shall have Emergency Fueling Access to the Road Commission's fueling facilities located at: (1) the SESC in Pittsfield Township; (2) the main yard located on Zeeb Road; and (3) the Manchester yard (collectively, the Fueling Facilities). In such an emergency, the Responding Agency shall obtain its Key from Emergency Management. The Responding Agency's authorized representative shall present appropriate identification to Emergency Management, and shall sign a dated record of his or her use of the Key.
3. **Record Keeping Requirements.** The Road Commission will account for the amount of fuel used by the Responding Agency, as recorded by the transactions referenced to the

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Key. The Road Commission will supply the Responding Agency with a written invoice for the cost of the fuel used, at the market price paid for fuel in the tanks, including the date(s) of access and the amount of fuel used.

1. Payment. The Responding Agency will pay the Road Commission's invoice within thirty (30) days of receipt. The Responding Agency understands that the Road Commission must pay for the fuel promptly upon receipt, and therefore must insist upon prompt reimbursement from the Responding Agency. Payment shall therefore be due within thirty (30) days of the Responding Agency's receipt of the Road Commission's invoice, even if the Responding Agency has not yet received funds from the Federal Emergency Management Agency (FEMA), the Michigan Emergency Management and Homeland Security Division (EMHSD), or other funding source.
2. Term. The term of this Agreement shall be for a period of five (5) years from the Effective Date. The term shall thereafter be automatically renewed annually thereafter, unless either party provides written notice to the other of its desire to terminate effective at the end of the then current term. Such notice shall be provided at least sixty (60) days prior to the end of the then current term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Washtenaw County Road Commission

By: _____ Roy D.
Townsend, Managing
Director

a Michigan

By: _____

Its: _____

February 2013

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EMERGENCY FUELING AGREEMENTS

8/3/2011

Saline Area Fire Department Saline Police Department

Northfield Township Police and Fire Department Augusta

Charter Township Fire Department Ann Arbor Charter Township

Eastern Michigan University Department of Public Safety

Pittsfield Township Washtenaw County Sheriff's Department

The motion was approved by unanimous voice vote.

K. APPOINTMENTS DAVID PHILLIPS TO THE DIXBORO DESIGN REVIEW BOARD

Supervisor McFarlane explained that John Copley was the Planning Commission representative to the Dixboro Design Review Board. Mr. Copley is no longer on the Planning Commission and Supervisor McFarlane is recommending the Board appoint David Phillips to the Dixboro Design Review Board.

Phillips requested and was approved by the Board to abstain from voting on appointment.

It was moved by Lewis, seconded by Caviston, to concur with the recommendation of Supervisor McFarlane to appoint David Phillips as the Planning Commission's representative to the Dixboro Design Review Board to replace John Copley. The term expires on February 28, 2016.

11. PAYMENT OF BILLS

It was moved by Caviston, seconded by Green, that the bills be paid as submitted in the following amounts: General - \$ 1,450.00; Law - \$10,366.14; Utilities - \$4,995.00 for a total of \$16,811.14. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

12. PLEAS AND PETITION

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There were none.

13. ADJOURNMENT

It was moved by Caviston, seconded by Lewis, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 9:05 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor