6/30/91

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AGREEMENT BETWEEN CITY OF SAGINAW

AND

SAGINAW FIRE FIGHTERS ASSOCIATION LOCAL 102

International AssociationOf Fire Fighters AFL - CIO



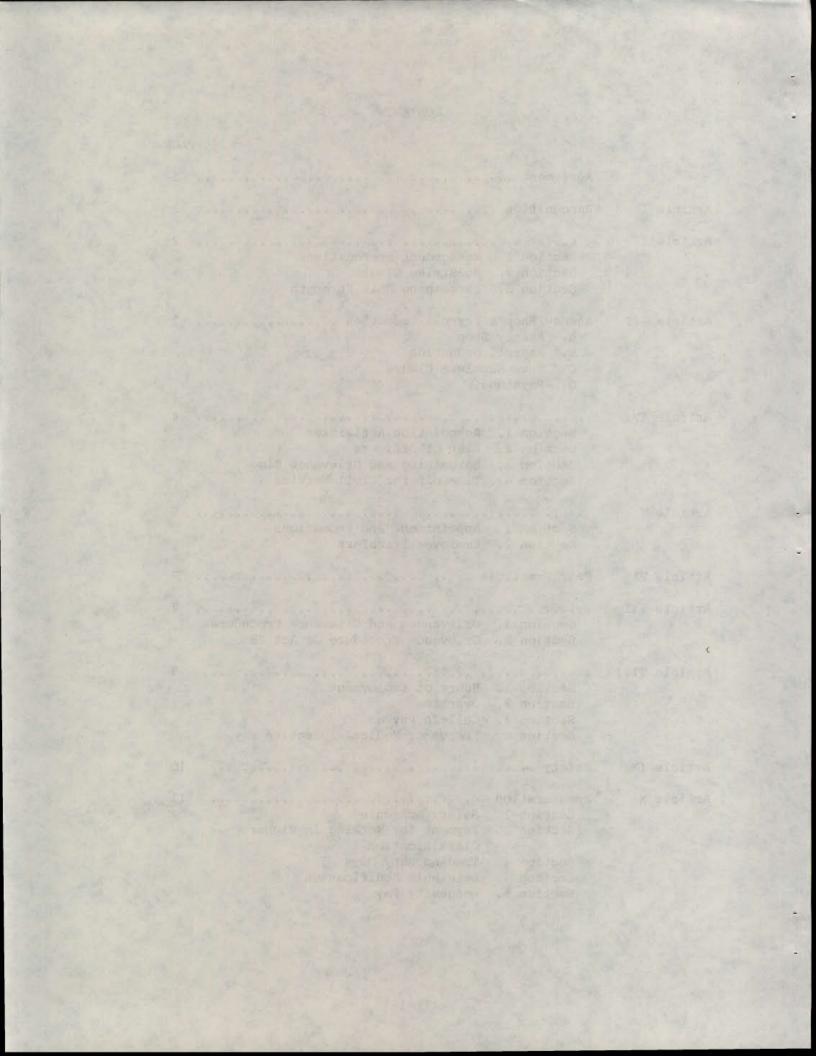
Effective July 1, 1988

Through June 30, 1991

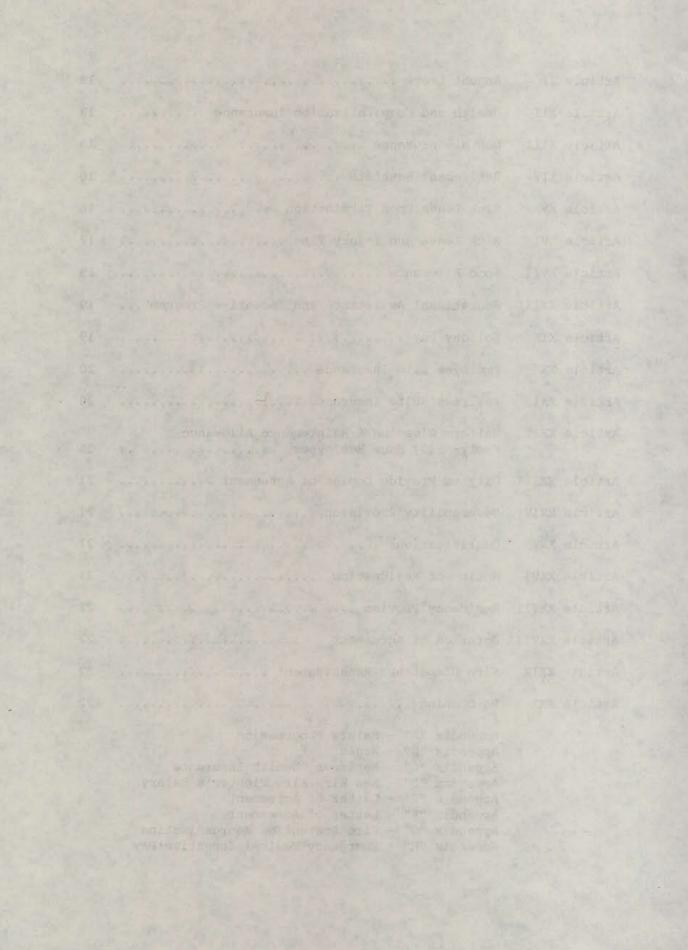


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AGREEMENT

THIS AGREEMENT is to be effective the <u>1st</u> day of <u>July, 1988</u>, between the City of Saginaw, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Saginaw Fire Fighters Association, Local <u>102</u> International Association of Fire Fighters, hereinafter referred to as the "Union" or "Association."

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

ARTICLE I

RECOGNITION

A. The City of Saginaw, Michigan, recognizes that, under the law, the full-time Fire Fighters of the City of Saginaw, Michigan, have the right to bargain collectively with their Employer, the City of Saginaw, and that said Fire Fighters have the right to be represented by an organization and/or its representatives in connection with collective bargaining as to wages, hours, rates of pay, and other working conditions.

B. Unit Defined

The City recognizes the Saginaw Fire Fighters Association, affiliated with the International Association of Fire Fighters (IAFF) Local 102, as the exclusive agent for collective bargaining for all of the full-time Fire Fighters from the rank of Fire Fighter up to and including the rank of Assistant Fire Chief and the Fire Apparatus Supervisor and Fire Mechanic and will negotiate or bargain only with the authorized representatives, agents, or attorneys of said Association on matters relating to pay, wages, hours, seniority, and other conditions of employment.

C. Association Security

The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association or which would tend to undermine the efforts of the Association as the sole bargaining agent for Fire Fighters, as set forth in Paragraph B hereof.

D. Terms Defined

The term "employee" as used in this Agreement shall mean any employee who is eligible for membership in the Association, within the bargaining unit, as described in Paragraph B above. The term "Employer" or "City" as used in this Agreement shall mean the City of Saginaw or its designated representative. The term "Association" or "Union" as used in this Agreement shall mean the Saginaw Fire Fighters Association, Local 102 of the International Association of Fire Fighters (AFL-CIO).

ARTICLE II

Section 1. Management Prerogatives

Except when limited by the express provisions elsewhere in this Agreement, nothing in this Agreement shall restrict the City in the exercise of its function of management under which it shall have, among others, the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe City and departmental rules and regulations, to decide the services to be provided the public, the type and location of work assignments, schedules of work, work standards, and the methods, processes and procedures by which such work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. The exercise of the foregoing of powers, rights, authority, duties and responsibilities by the City shall be limited by other provisions of this Agreement as well as by the Constitution and the laws of the State of Michigan and the Constitution of the United States.

Section 2. No Strike Clause

The Association will not engage in or sanction any strike action during the life of this Agreement.

Section 3. Bargaining Unit Strength

It is understood that the City agrees not to diminish the authorized strength of the bargaining unit below 87 members for the life of the agreement. Every attempt will be made by the Chief to maintain adequate fire suppression staffing levels.

ARTICLE III

AGENCY SHOP & PAYROLL DEDUCTION

A. Agency Shop

No employee shall be required to join the Association, but all employees who fall under the terms of the Agreement and are not members of the Association shall pay an amount equal to the Association dues to the Saginaw Fire Fighters Association. Payment of such amount shall be a condition of employment, and employees who fail to meet this requirement shall be discharged.

B. Payroll Deduction

During the term of this Agreement the amount will be deducted by the Finance Department from the employee's pay. The employee must first sign a payroll deduction authorization card giving the Finance Department the authorization for said deduction. The Finance Department shall then promptly remit any and all amounts so deducted to the Treasurer of the Saginaw Fire Fighters Association.

C. Save Harmless Clause

The Association agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employee's compliance with the provisions of this Article III.

D. Paystubs

Employee paystubs shall show categories of compensation including, but not limited to, hours worked, overtime hours, holiday pay and shall show payroll deductions. This will be effective with the implementation of the personnel payroll system.

ARTICLE IV

Section 1. Association Activities

All employees and regular members of the Association, and the lawful representatives of the Association, shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members, and to express or communicate any lawful view, grievance, complaint or opinion related to any conditions of employment, free from any restraint, interference, coercion, discrimination or reprisal, or the threat thereof.

Section 2. List of Officers

The names of principal Association officers shall be given, in writing, to the Employer. No Association official shall function as such until the Employer has been advised of his selection in writing by the officers of the Association. Any change in officers shall be reported to the Employer in writing as far in advance as is possible.

Section 3. Bargaining and Grievance Time

A. Three Fire Fighters who are members of the bargaining unit shall be granted time off from their 24-hour schedule to perform Union business including mediation, fact finding, arbitration, and negotiations.

B. Grievance Committee and Union Meetings

The president of the Local may request time off from the Chief to attend to such matters as employee grievances and Union meetings. Permission so requested shall not be unreasonably withheld.

C. Bargaining Committee

The Bargaining Committee shall be composed of a reasonable number of employees. In no event shall the number of employees relieved form duty exceed three.

D. Association Officer Activity

The president of the Local shall be granted two 24-hour days off to attend state and international fire fighter conventions. The president shall have discretion over how such time off is allotted. This subsection does not apply when the president is not scheduled for duty during these functions, and no compensation shall be granted if such functions are performed during off-duty time.

F. Meetings

The Association may be permitted to schedule meetings on Fire Department property so long as such meetings are not disruptive of the duties of employees of the Fire Department or the efficient operation of the department, and provided further that prior approval for such meeting is received from the Fire Chief or his designated representative. The Association shall be responsible for the care and maintenance of the property so used.

F. Bulletin Boards

Bulletin boards shall be erected in all stations for the use of employees. Bulletin boards shall be used for posting notices of bona fide Association activities only. In no case shall commercial advertising, obscene or scurrilous printed or written matter be placed on any bulletin boards.

Section 4. Time Off for Civil Service Representatives

The City shall continue to grant the Union's elected Civil Service representatives time off without loss of pay to attend Civil Service meetings scheduled during working hours.

ARTICLE V

Section 1. Appointments and Promotions

A. Appointments and promotions to positions in the Fire Department shall be made under the provisions of Act 78 of the Public Acts of 1935, as amended, unless superseded. (See Appendix E, F and G.) B. Effective May, 1985, a 12-month probationary period shall be applicable to newly fired Fire Fighters. This agreement shall supersede any conflicting provisions of Act 78 or the Civil Service Rules and Regulations.

Section 2. Employee Transfers

There shall be a transfer and assignment program within the division of fire suppression to be effective 8:00 a.m. on January 1st of each year. Assignments shall be made according to seniority in rank as issued by the Chief in October of each year. All employees shall be contacted between October 1st through October 31st of each year. There will be no changes made once a member has chosen his position. The employee will forfeit his position if he does not comply with the prescribed time limit unless he can demonstrate an emergency.

The Chief of the Department shall prepare and post the new position schedule in each station on/or before December 15th of each year.

Assignment selection shall be accomplished in the following manner:

- Saginaw Fire Department transfers shall commence with the Senior Battalion Chief indicating his preference, etc., until all Battalion Chiefs have selected.
- 2. Dispatchers shall commence selecting within the dispatcher section, beginning with senior dispatcher.
- 3. Captains shall commence selecting, beginning with the most senior captain, etc., until all captains have selected.
- 4. Lieutenants, Chauffeurs, Firefighters, etc., until all have selected their positions.

Transfer selections will continue until all regular full time positions within fire suppression have been taken and those unassigned personnel will be given a chance for unit preference so long as the manpower of each unit is whole.

When contacted, the employee shall be given the available shift station, apparatus and unit option within their stated preference. The employee must indicate his choice of options within thirty (30) minutes time.

The Chief of the Department shall retain the right to make temporary transfers due to illness, injury, vacations or emergencies. There shall be no mutual trading of positions.

The Chief of the Department shall fill vacancies that occur during the year in a manner that causes the least disruption to the operation.

Members who currently hold the position of Assistant Chief, which will be reclassified as Fire Marshall, Asst. Chief of Training and Battalion Chiefs, shall be grandfathered in the Employee Transfers until position is vacated or until March 26, 1990 (expiration of current Asst. Chief Civil Service Commission list).

ARTICLE VI

FAIR PRACTICES

- A. The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee organization.
- B. The City agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.

ARTICLE VII

Section 1. Grievances and Grievance Procedures

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth below. A grievance is defined as an alleged violation of a specific article or section of this Agreement.

Grievances must be filed no later than 20 calendar days of the occurrence of said grievance, unless said grievance was not discovered until receiving a pay check which covered the date of the disagreement, said grievance must be filed within 14 days after receiving the check covering the period in question.

All grievances, including suspensions, reductions or removals, which any officer or employee in the service may have because of any action affecting his status or conditions of employment, may be handled in accordance with the following subsections if not in conflict with Section 2 below.

- <u>Step 1</u> Any employee having a grievance shall discuss the matter with his Station Officer to effect a settlement. He may be assisted in such discussions by a representative of his own selection.
- <u>Step 2</u> Grievance not so settled shall be presented in writing on appropriate forms to the Station Officer who shall forward said grievances to the Unit Assistant Chief. The employee may appear before said Unit Assistant Chief in his own behalf.

The Unit Assistant Chief shall write his disposition of the case on all copies of the form and return them to the employee or his designated representative within 48 hours (or the next working day thereafter).

- <u>Step 3</u> If not settled at Step 2, the grievance forms shall be directed to the Fire Chief who shall have three working days in which to write his disposition of the matter with reasons therefore. The persons selected by the employee may be delegated to appear as his representatives, but any employee may appear on his own behalf before the Fire Chief.
- <u>Step 4</u> If the grievance is not settled at Step 3, the Personnel Director or his designated representative will make a complete report of his findings and submit these to the City Manager who shall render a decision within eight working days.
- All grievances unsettled in the previous step may, within a Step 5 15-day period after the decision of the City Manager or designated representative is rendered, be submitted by the Union for final and binding arbitration to FMCS in accordance with the rules of that agency. The expenses of the arbitration proceedings including the expenses of a transcript, if requested by both parties, and including the expenses of the arbitrator shall be borne equally by both parties. The jurisdiction of the arbitrator shall be limited to grievances arising out of the interpretation or application of this Agreement or any written amendments hereof or supplements hereto. The arbitrator shall have no power to alter, add to, subtract from, or modify any of the functions or responsibilities of the parties to this Agreement. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision. The decision of the arbitrator shall be final and binding on all parties if within the scope of his authority as set forth above, and they hereby agree to abide by such decisions.

Section 2. Grievance Procedure or Act 78

Grievances involving suspension, reductions, and removals may, at the option of the employee, be processed through the grievance procedure as outlined above in Section 1 or appealed as provided under Act 78 of the Public Acts of Michigan of 1935, as amended. Whichever procedure the employee elects shall be binding upon him and shall be preclusive to any other remedy.

ARTICLE VIII

Section 1. Hours of Employment

A. 54-Hour Employees (Effective 1-1-89)

The work schedule of employees who work an average of a 54 hour work week shall be as follows: one 24-hour day on, one 24-hour day off, one 24-hour day on, one 24-hour day off, one 24-hour day on, four 24-hour days off. Each employee shall be given one 24 hour day off which will now be known as a Kelly Day and shall not be a schedule work day.

- 1. "Kelly Days" shall fall on those days where FLSA overtime period would cause an employee to work 240 hours.
- 2. The employer shall continue using the same 28 day cycle as it would normally fall; however, the 28 day cycle shall commence at 8:00 a.m. instead of 12 midnight as has been the practice.
- 3. Withstanding other agreements and provisions of this agreement, the employer shall and must have the right to select three members who are unassigned to employee transfers who are a Captain, Chauffeur, and Firefighter. These three members will begin on that shift scheduled to work 240 hours in the FLSA period that starts first. The three men shall relieve a crew each day until after the 9th day, they shall have relieved 27 men on that shift. On the 10th day they shall take it off and return to work on their next day back on the shift now schedule to work 240 hours in the FLSA period. The three members shall continue in this manner so as to reduce the City's FLSA cost, while at the same time causing members to have a 54 hours average work week.
- 4. Due to this new benefit, only three employees will be allowed in each vacation slot per shift per day.
- B. 40-hour Employees

All 40-hour employees, except the Assistant Chief, shall work (4) ten hour days per week (Week: Monday through Friday). Scheduling of hours and days to be administered by the Fire Chief or the Fire Marshall if so designated by the Chief.

Section 2. Overtime

- A. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work shift or any workweek.
- B. All overtime shall be authorized by the Fire Chief or his designated representative.

- C. Overtime worked by 54-hour employees will be paid on an hourly basis by dividing the annual rate, including longevity, by 2808 and multiplying that rate by 1.5.
- D. Overtime worked by 40-hour employees will be paid on an hourly basis by dividing the annual rate, including longevity, by 2080 and multiplying that rate by 1.5.
- E. In the event a fire or emergency is in progress at the 8:00 a.m. shift change and an employee covered by this Agreement works past 8:00 a.m. the employee will be paid through the 15-minute period of the time that he arrives back at his station plus 15 minutes cleanup time at the time and one-half rate.

Section 3. Call-in Pay

A minimum of two hours pay (at time and one-half the employee's hourly rate) is authorized for employees covered by this Agreement when they are called back from off duty by the Fire Chief or his designate representative for a third alarm fire and natural disasters, wind storms, tornadoes, excessive snow fall, or subpoenaed or required to appear in Court regarding duty related matters, etc.

Section 4. Emergency Medical Incentive Pay

This article and any other article referencing the Emergency Medical Program shall have a moratorium placed on it until such time that the Saginaw Fire Department request medical services of those members licensed as stated above.

(Description of Emergency Medical Pay is contained in the Appendix H.)

ARTICLE IX

SAFETY

- A. Both parties to this Agreement shall mutually cooperate in the establishment of safety rules and regulations.
- B. Employer Responsibility

The Employer shall meet certain safety responsibilities under the Michigan Occupational Safety and Health Act (MI-OSHA); that is, to furnish to each employee a place of employment free from recognized hazards, to maintain certain records and reports, and supply safety equipment as it deems necessary to meet its requirements under applicable state or federal safety acts.

C. Employee Responsibility

It is the responsibility of every employee under this Agreement to follow all established department safety regulations.

D. Uniform and Protective Gear

The City agrees to furnish, upon need, necessary protective firefighting gear and work uniforms. All uniforms and gear, as phased in for purchase, shall meet the minimum standards set forth by N.F.P.A. Uniforms and protective gear will be replaced by the City when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they are no longer presentable for wear.

E. Physical Fitness

Local 102 and the City of Saginaw shall form a committee to attempt to establish a physical fitness program as of January 1, 1989.

ARTICLE X

REMUNERATION

Section 1. Salary Schedule

The salary schedule following and attached to this Agreement and identified as Appendix "B" shall be considered a part of this Agreement and shall be in effect from July 1,1988, through June 30, 1991.

On July 1, 1988, the first portion of the rank differential shall take effect, on July 1, 1989 the second portion of the rank differential shall take effect, then a 1 percent across-the-board increase shall be granted, on January 1, 1990 a 1-1/2 percent across-the-board increase shall be granted, on July 1, 1990 a 1-1/2 percent across-the-board increase shall be granted, and on January 1, 1991 a 2 percent across-the-board increase shall be granted.

Those employees not covered by the rank differential increase shall be granted a \$500 cash stipend. All members covered by this agreement shall be granted a \$750 cash stipend.

New hire salary progression will be changed. (See Appendix D.)

Section 2. Payment For Working In Higher Classification

When an employee covered by this Agreement performs a duty of any rank higher than his present rank under orders from and/or for the convenience of the City, said employee shall be compensated at one-half the difference between his full pay rank and his acting full pay rank, and is applicable to employees advanced in grade for not less than a full shift.

Section 3. Trading Duty Days

Fire Fighters shall be permitted to voluntarily trade duty days unless such trading of duty days would result in payment of overtime premium pay. The work schedule of Fire Fighters in the fire fighting division shall not violate Act 125 of the Public Acts of 1925, as amended.

Section 4. Late Rule Modification

Any member who will not be able to arrive at quarters at the appointed hour shall be entitled to use the Buddy System as outlined below:

- A. Members who are going to use the Buddy System shall notify the Assistant chief prior to 0800 hours but not before 0730 hours on the morning that the duty tour is scheduled to start.
- B. Buddy System trades shall only be made with members working at the station where you are scheduled for duty.
- C. Buddy System trades shall be limited to a maximum of one hour and shall be considered a donation of time. (Article X, General orders, Section 42.)

Section 5. Longevity Pay

Longevity rates shall apply for continuous employment with the City of Saginaw without respect to time in a particular classification. Longevity increments shall be at the following rates:

- 2% of annual rate upon completion of 5 years of continuous full-time service.
- 4% of annual rate upon completion of 10 years of continuous full-time service.
- 6% of annual rate upon completion of 15 years of continuous full-time service.
- 8% of annual rate upon completion of 20 years of continuous full-time service.

It is provided that only the first \$18,000 per annum of the base rate shall be used in the computation of longevity payments.

Fire Prevention - see Appendix G.

ARTICLE XI

ANNUAL LEAVE

A. 54-Hour Employees

Employees with one through five years of employment will be granted nine 24-hour workdays for annual leave to be accumulated at the rate of 18 hours of annual leave for each month of service; those with five to ten years will be granted ten 24-hour workdays for annual leave to be accumulated at the rate of 20 hours of annual leave for each month of service; and employees of ten years or more of service will be granted twelve 24-hour workdays for annual leave to be accumulated at the rate of 24 hours of annual leave for each month.

B. 40-Hour Employees

All 40-hour employees will earn the same rate as 54-hour employees. When a 40-hour employee is on vacation, he will be assigned to a 54-hour schedule for that vacation period, and his vacation time shall be reduced by that amount. Each vacation period would start (40-hour employees) on a Monday and run through a Tuesday, for a 9-day cycle. When two vacation or three vacation periods are taken, they will then run in the same manner as other 54-hour employees. When single vacations are taken by 40-hour employees, there shall be reduction in vacation time of 1.2 times the amount of hours taken, or 12 hours for one 10-hour day.

C. Accumulation of Annual Leave

Employees are encouraged to take their leave as earned; however, it is recognized that an employee may accumulate and carry a maximum of annual leave equal to two times that which he normally earns per year.

D. Scheduling of Annual Leave

The City and the Union agree to maintain the present vacation scheduling policy as embodied in the regulations of that department with the exception of the following agreed change: Three members allowed per vacation slot per shift.

ARTICLE XII

HEALTH AND HOSPITALIZATION INSURANCE

Section 1.

The City shall provide to all full time regular employees covered by this Agreement and their dependents health insurance equal to the following benefits and will pay the full traditional cost:

Blue Cross Comprehensive Hospital Care

Blue Shield Medical/Surgical MVF-1 Certificate with PREVENT and Mandatory Second Opinion when at such time MSO becomes a savings for the City

Blue Cross Master Medical Option IV (\$50/\$100 per family deductible)

Section 2.

The City shall provide to all employees covered by this Agreement and their spouses, who retire after November 2, 1976, and pay all premiums for Blue Cross-Blue Shield (MVF-1), Master Medical IV, \$50.00 deductible, semi-private health insurance coverage as defined by the rules and regulations of the Blue Cross-Blue Shield policy regardless of a retiree's subsequent employment; except, however, that the City shall have no obligation whatsoever to furnish or pay the aforementioned insurance for a retiree during the period of time in which a retiree is otherwise employed and the employer of said retiree provides paid insurance coverage substantially similar to that which is provided for by the City under the aforementioned Blue Cross- Blue Shield insurance plan. Statements attesting to employment will be submitted to the City every three (3) months. At age sixty-five (65) this working restriction does not apply.

Section 3.

The retiree must have been covered under one of the City's health insurance options at the time of retirement. Retired shall be defined as having withdrawn from the service of the Saginaw Fire Department eligible for and receiving the benefits of the Saginaw Police-Fire Retirement System as prescribed in the Saginaw City Charter and City Ordinance No. D-678.

Section 4.

Employees having retired prior to November 2, 1976, are covered as defined in Appendix "C".

Section 5.

The City shall provide, as an option to the traditional Blue Cross-Blue Shield of Michigan health plan offered to the employees, enrollment in Blue Preferred Plan (PPO) or Health Plus of Michigan and Delta Dental Plan C. Employees and retirees currently covered by Blue Care Network may remain covered by the Blue Care Network Plan. It is understood that the employees and their families will be covered with the traditional cost being borne by the City. The standard monthly premium will be set as of January 1st each calendar year. After this date each year, employees will contribute the balance over and above the amount of the traditional Blue Cross plan premium if they chose any option other than the traditional Blue Cross Plan.

Section 6.

Health Insurance Opt-Out

Employee choosing to cancel their current City health insurance plan and be covered by a health insurance plan elsewhere must:

- Obtain proof of an insurance policy with an effective date of coverage.
- Set up an appointment with Benefits Coordinator where proof of coverage under the policy is presented and signing of City insurance cancellation is made.

Should there be any problems with obtaining proof of insurance under the policy, the Personnel Office will provide a form letter which can be completed by the insurer.

Retirees and employees may cancel or reinitiate their City health insurance at any time during the fiscal year, although such action must take place by the 20th of each month in order for it to be effective the following month. Employees will be paid one half $(\frac{1}{2})$ of the traditional premium as set each January 1st. Payment of such premium will be prorated on a quarterly basis.

ARTICLE XIII

DENTAL INSURANCE

Effective October 1, 1980, the Employer shall provide to employees covered by this Agreement and their families, as defined by the Delta Dental Plan of Michigan, Inc., the Delta Dental Plan of Michigan, Inc., 50-50 Plan for Class I and II benefits. Class I and Class II benefits to be defined by the Delta Dental Plan of Michigan, Inc. The City shall pay the full cost of this dental plan.

The Employer shall provide to employees covered by this Agreement who retire after October 1, 1980, as defined by the Delta Dental Plan of Michigan, Inc., the Delta Dental Plan of Michigan, Inc., 50-50 Plan for Class I and II benefits. Class I and Class II benefits to be defined by the Delta Dental Plan of Michigan, Inc. The City shall pay the full cost of this dental plan and no other benefits will be offered in lieu of this benefit in the event the employee elects not to be covered.

ARTICLE XIV

RETIREMENT BENEFITS

Section 1.

All employees in this bargaining unit shall participate in and receive the benefits of the Saginaw Police-Fire Retirement System as prescribed in the Saginaw City Charter and City Ordinance No. D-678, which is incorporated herein by reference.

Upon application for retirement, a member may request and the Employer shall provide a list of all wages by pay period, inclusive of any other special wages that would normally be used for pension computation, for the ten years previous to the anticipated date of retirement.

Upon retirement an employee may use his final pay check, including payment for unused sick leave or vacation, if any, to purchase military service credit as provided in Section 115 of Ordinance No. D-678, as amended, and incorporated herein by reference: Provided; however, that once an employee is retired military service credit cannot be purchased.

For the purposes of this agreement, the Saginaw Police and Fire Retirement System Ordinance No. D-678 shall be amended as follows:

- 1. 2.25 percent will be changed to 2.40 percent.
- 2. Voluntary retirement age will be age 50 and 20 years of credited service.
- 3. The Fire Apparatus Supervisor and Fire Mechanic shall be members of the Police and Fire Pension system and allowed to buy their years of service at 8% per year and accumulated interest.

ARTICLE XV

SICK LEAVE UPON TERMINATION

Payment of one-half the unused sick leave earned at death or upon date of retirement shall be paid by the City up to the maximum of one-half of 85 days.

ARTICLE XVI

SICK LEAVE AND INJURY TIME

A. Sick Leave

Each full-time regular employee may accumulate sick leave at the rate of six 24-hour working days per year to be credited at the rate of 12 hours of sick leave for each month of service. Beginning July 1, 1980, each full-time regular employee may accumulate sick leave at the rate of seven 24-hour working days per year to be credited at the rate of 14 hours of sick leave for each month of service. Effective July 1, 1981, each full-time regular employee may accumulate sick leave at the rate of eight 24-hour working days per year to be credited at the rate of 16 hours of sick leave for each month of service. Employees who normally work a 24-hour shift shall have their accumulated sick leave reduced by the number of hours taken the nearest four hours. Employees who normally work a 10-hour shift shall have their accumulated sick leave reduced by the number of hours taken, to the nearest 5 hours, times 1.2. When an employee who is assigned to work an 10-hour day is on an extended leave (more than one month) it shall be considered as if they were on the 24-hour shift schedule from the first day of sick leave. Sick time would then be reduced by the same method as that of 24-hour employees. Sick leave shall begin to accrue as of the date an employee enters the service of the City but may not be taken until he has been in the employment of the City for six months. Should an employee be absent because of illness during this first six months of employment, he may be placed on leave of absence without pay.

- Sick leave may be accumulated if not used during the year accrued, but the total accumulation shall not exceed 125 days. Sick leave will not be allowed for any day on which an employee would not have regularly worked.
- 2. Sick leave may be taken in excess of the amount then accumulated but not in excess of the total amount which would be accumulated at the end of the calendar year. Such usage of anticipated sick leave will be dependent on the employee's previous sick leave record, and must be approved by the department head and the Personnel Director.
- 3. A certificate of inability to work by reason of illness by a licensed Doctor of Medicine, Doctor of Osteopathy, examination by the City Physician and such other evidence of inability to work as the City Manager shall deem necessary may be required as evidence of illness before compensation for the period of illness is allowed. When an employee has been absent for five consecutive working days or longer because of illness he shall be required to report to the City Clinic before returning to work. The City Clinic will make a report of the illness and determine if the employee is medically fit to return to work. The Fire Chief will not authorize an employee's return without authorization of the City Clinic which shall be made on the proper form.

- 4. An employee who is taken ill on authorized annual leave may report the circumstances by phone or wire and, upon presenting a doctor's certificate, may be allowed to charge to sick leave, upon approval of the Chief, the time lost by reason of illness while on vacation.
- 5. Absences for the purpose of taking physical examinations, consulting the draft board, attending to an illness in the immediate family, and other justifiable absences in the judgment of the department head and/or the City Manager may be considered proper sick leave for persons assigned to a 40-hour per week schedule only, up to no more than two days per year.

B. Injury Time

Each full time, regular, employee and each probationary employee occupying a full-time position, who is unable to work as a result of an injury arising out of and in the course of his/her employment with the City, shall receive injury time benefits for resultant time lost during a period not to exceed one (1) year following the date of injury.

An employee entitled to injury time benefits shall receive them weekly and such benefits shall be computed on the basis of his/her current weekly wage. The amount of injury time benefits shall be an amount which, after deduction of federal, state and city income taxes, pension contributions, and any employee authorized payroll deductions, and after addition of weekly worker's compensation benefits, if any, to which the employee may be entitled, shall then be equal to 100 percent of the employee's current net or "take home" pay.

When an employee has been unable to work for such time as to be entitled to weekly worker's compensation benefits and he/she has received injury time benefits without set-off of worker's compensation benefits, and it is determined that he/she is entitled to receive worker's compensation benefits under the provisions of the Workers' Compensation Act, as amended, the City shall be entitled to take credit for a refund of injury time benefits so paid in an amount equal to net weekly worker's compensation benefits payable for said disability, for the same period. Net weekly worker's compensation benefits are defined as follows: gross weekly compensation benefits minus any attorney fees, costs and related expenses. It is intended hereby that no employee shall receive more in injury time and worker's compensation benefits than he/she would normally receive if working.

An employee who is eligible for injury time benefits and who becomes disabled or continues to be disabled after one year from the date of an injury arising out of an in the course of his/her employment may use 1/2 day of accumulated sick leave for each day of absence to supplement net worker's compensation benefits, in an amount equal to full injury time benefits. Sick leave and annual leave shall continue to accrue while an employee is receiving injury time and sick time benefits as herein provided, and shall cease to accrue while an employee is receiving worker's compensation benefits only.

ARTICLE XVII

FOOD ALLOWANCE

Section 1.

Effective July 1, 1986, each 24-hour Fire Fighter who is required to eat his meals at his place of work is allowed a food allowance of Five Hundred Dollars (\$500.00) payable semi-annually on or before December 31, and on or before June 30. Each 24-hour Fire Fighter is entitled to his full food allowance and the City may not prorate such food allowance.

Section 2.

Effective January 1, 1986, employees are required by the City to contribute financially to congregate meals in the fire house at a charge equal to the value of the meals, irrespective of whether the employee chooses to eat the meal.

ARTICLE XVIII

EDUCATIONAL ASSISTANCE AND INCENTIVE PROGRAM

Prior to enrolling at Delta College, Saginaw Valley College, or other approved institution, employees who wish to be reimbursed for educational expenses will file an application for educational assistance with the Fire Training Officer. The closing date for making such application will be two days before registration ends at the school where the classes are to be taken. An Educational Development Board consisting of the Fire Chief and the Personnel Director will review and approve or disapprove applications. If a course is offered for college credit, the course must be taken for credit in order for the employee to be reimbursed for tuition. Upon completion of a course, either a class grade card or a transcript of grades must be presented to the Fire Training Officer. If the course is one that had been authorized by the Board for reimbursement and if the course has been completed with a grade equivalent of "C" or better, the Board will prepare a voucher for the Finance Department which will write a check for the amount of reimbursement.

ARTICLE XIX

HOLIDAY PAY

Effective July 1, 1988, all 54-hour Fire Fighters shall receive pay for all holidays payable in the pay period in which the holiday falls. The rate shall be One hundred Dollars (\$100.00) per holiday, payable in the pay period in which the holiday falls. All holidays worked shall be credited or paid at straight time rates. An employee failing to work the scheduled workday before and the scheduled workday after a holiday, or failing to work on a scheduled work holiday without satisfactory excuse shall not receive pay for that holiday. Forty-hour employees shall be granted the same holidays off with pay.

The Holidays shall be:

- 1. New Year's Day
- 2. Martin Luther King
- 3. Good Friday
- 4. Memorial Day
- 5. July 4th
- 6. Labor Day
- 7. Veterans Day
- 8. Thanksgiving Day
- 9. Christmas Day
- 10. Employee's Own Birthday

ARTICLE XX

EMPLOYEE LIFE INSURANCE

The City shall provide, through a City administered plan, group life insurance coverage to each active employee in an amount equal to that employee's annual salary rounded to the next higher \$1,000 and Accidental Death and Dismemberment benefits in an amount equal to that employee's annual salary rounded to the next higher \$1,000.

ARTICLE XXI

RETIREES' LIFE INSURANCE

The City shall provide, through a City administered plan, to retirees from the bargaining unit, life insurance coverage in the amount of Five Thousand Dollars (\$5,000). (This benefit applies to Fire Fighters who have retired on or after July 1, 1976.)

ARTICLE XXII

UNIFORM CLEANING & MAINTENANCE ALLOWANCE

FORTY- (40) HOUR EMPLOYEES

All 40-hour employees shall be paid Three Hundred Dollars (\$300) per year for clothing cleaning and maintenance allowance, payable semi-annually on or before December 31, and on or before June 30.

ARTICLE XXIII

CITY TO PROVIDE COPIES OF AGREEMENT

The City shall provide all present and future employees a copy of this Agreement.

ARTICLE XXIV

SEVERABILITY PROVISION

This Agreement shall be subject to the laws of the State of Michigan; and insofar as the same shall be in conflict or violation of any of the laws of the State of Michigan, said provision of this Agreement shall be void and inoperative. The provisions of this Agreement are deemed to be severable and should any provision thereof be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions or sections.

ARTICLE XXV

QUALIFICATIONS

The Association and the City mutually agree and commit themselves to finding ways and means of upgrading entrance to the service requirements.

ARTICLE XXVI

NOTICE OF RESIGNATION

Any employee who resigns from the Fire Department shall give at least 30 days' notice of his/her impending separation from the service, in writing, to the Department, except in the event of an emergency.

ARTICLE XXVII

RESIDENCY PROVISO

If at any time while this Agreement is in effect, the residency requirement as a condition of employment by the City of Saginaw is waived, dismissed, or otherwise rendered unenforceable, as a result of either a change in the law or as one of the conditions of contractual agreement between the City and any of its bargaining units, then the requirement shall be waived for the members of Fire Fighters Local 102.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall remain in force and effect through 11:59 p.m., June 30, 1991, and thereafter until amended or modified as provided herein. Either party hereto may, on or before April 1, 1991, serve a notice in writing upon the other party of its desire to amend or terminate this Agreement effective July 1, 1991. In such event, the parties, and/or their representatives, shall commence negotiations immediately on such proposed amendments for a succeeding agreement.

ARTICLE XXIX

FIRE DISPATCHER REASSIGNMENT

In the event that the City of Saginaw eliminates the positions of Fire Dispatcher-Inspector, the fire suppression complement will be increased by five (5) and the fire prevention complement will be increased by one (1).

ARTICLE XXX

RE-OPENING

This Agreement may be revised, amended, or otherwise altered to include new agreements or to effect changes in language if and when agreed to by the Employer and the Association; provided, however, it shall not be obligatory on either party to re-open during the life of this Agreement.

-IN WITNESS WHEREOF, the parties hereto have set their hands this , 1988. day of

SAGINAW FIRE FIGHTERS ASSOCIATION, affiliated with International Association of Fire Fighters (IAFF) Local 102

By Thomas & Callison

Thomas F. Callison President

By

Steven P. Wiles Vice-President

CITY OF SAGINAW

By

Delbert J. Schrems Mayor

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Bevelyn B. Bradley Deputy City Clerk

Approved as to Substance By Vernon E. Stoner

City Manager

Approved as to Form

bestlough: By

Roberta L. Szydlowski City Attorney

APPENDIX "A"

SALARY PROGRESSION

A Fire Fighter who is promoted shall receive the minimum salary rate for the classification to which he is promoted or the lowest salary rate in the higher classification which will provide him with an increase in compensation; whichever is more.

Time spent on military leave of absence shall be used in computing continuous service for longevity pay purposes.

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F6-C	38,889	13.35	1495.73	39,249	13.48	1509.58	39,609	13.60	1523.42	39,969	13.73	1537.27	40,329	13.85	1551.11	100 MR. 54	
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				1645.52	43,143	15.36	1659.37	43,503	15.49	1673.21	43,864	15.62	1687.06	44+223	15.75	1700.90	
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FI-A	19,990		768.86	20,350		782.71		and the second se	796.55		and the second se	810.40			824.24	<u> </u>
В	20,503		788.57	20,862		802.42	21,223		816.26	21,583		830.11	21,943		843.95	
C	22,553		867.43	22,913		881.28 960.14	23,273		895.12 973.98	23,633 25,684		908.97 987.83	23,993 26,043		922.81	
D E	24,604 27,564		946.29	24,963	And a second	1074.01	and the second		1087.85	28,644	Charles and the second s	1101.70	And share the second seco	and the second se	1115.54	
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F2-A			1193.32			1207.17	and the second sec		1221.01			1234.86			1248.70	
В	31,590		1215.00			1228.85			1242.69	32,670		1256.54			1270.38	
c	and the second sec		1236.69	the second s	A CONTRACTOR OF A CONTRACTOR O	1250.54	32,874			33,234		1278.23	start design and the set of the s		1292.07	. Antimatica .
D	32,718		1258.38	· · · · · · · · · · · · · · · · · · ·	in which the the	1272.23			1286.07	33,798 34,362		1321.60	The state of the state		1335.44	
E	33,282	11.000	1280.06	22,041	11.70	1293.91	34,002	12011	1301.13	244202	12.24	1321000	STRICE	12.031	13330 44	NavaX.
F3-8	34,918	12.44	1342.99	35,277	12.56	1356.84	35,638	12.69	1370.68	35,998	12.82	1384.53	36,358	12.95	1398.37	
c	35,481		1364.67				36,201					1406.21			1420.05	
· D			1386.36			1400.21	36,765					1427.90			1441.74	- N-3 - 1988.7 -
E	36,609	13.04	1408.05	36,969	13.17	1421.90	37,329	13.29	1435.74	37,689	13.42	1449.59	38,049	13.55	1463.43	
			1312 16	24 176	12 29	1326.00	76.976	12 41	1220 84	35-106	12.53	1353.69	35-556	12-66	1367.53	
<u>F4-A</u> B	34,116 34,855		1340.58				35,575			35.935		1382.12			1395.96	
č	The state of the s		1370.54			1384.39			1398.23	36,714		1412.08			1425.92	
Ď			1401.69			1415.54	37,164				13.36	1443.23	37,884	13.49	1457.07	
E	37,253	13.27	1432.80	37,612	13.39	1446.65	37,973	13.52	1460.49	38,333	13.65	1474.34	38,693	13.78	1488.18	
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F5-C			1481.71			1495.56				A Del Martine con a serie de la constante de la		1523.25	and the second s	and the second s	1537.09	
D			1515.32 1548.85			1529.17			1543.01			1556.86			1604-23	
E	40,210	14.34	1940.09	40,050	14.41	1902.010	40,770	14000	13/0034	111330		1770007	117110			
F6-C	42,554	15.15	1636.70	42,914	15.28	1650.55	43.274	15.41	1664.39	43,634	15.54	1678.24	43,994	15.67	1692.08	
D	43,425		1670.20	43,785			44+145					1711.74			1725.58	
E	44,297	15.78	1703.72	44,656	15.90	1717.57	45+017	16.03	1731-41	45,377	16.15	1745.20	45 131	10.29	1759.10	AND COMPANY
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B	20,810		800.40	21,170		814.25	21,530		828.09	21,890		841.94	22,250		855.78	
C	22,891		880.44	23,251		894-29	23,611		908.13	23,971		921.98	24,331		935-82	
D	24,972		960.48	25,332		974.33	25,692		988.17	26,053	and the second second second second second	1002.02 5 1117.60	26,412		1015.86	
F	21, 918	and the state of the second	1207.93	2		1221.78			1235.62			1249.47			1131.44	
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F2-A	31,492	11.22	1211.22	31,851	11.34	1225.07			1238.91		11.60	1252.76	32,932	.11.73	1266.60	All the construction
В	32,064	11.42	1233.23	32,424	11.55	5 1247.08	32,784	11.68	3 1260.92	33,144	11.80	1274.77	33, 504	11.93	1288.61	
C			1255.24	and the second	TRACTOR OF THE OWNER	1269.09			1282.93			1296.78	and the second		1310.62	Constant of the second s
D			1277.26			1291.11			1304.95			1318.80			1332.64	
E	33,781	12.03	1299.26	34,140	12.10	5 13,13.11	34,501	12.29	1326.95	34,861	12.41	1340.80	35,221	12.54	1354.64	A CARANTA
F3-B	35-441	12-62	2 1363.13	35-801	12.75	5 1376.98	36.161	12-88	3 1390.82	36-521	13-01	1404.67	36.881	13-13	1418.51	- Ye Cours
C			1385.14			5 1398.99			1412.83			1426.68			1440.52	
. D			1407.16			5 1421.01									1462.54	
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			1331.83			Additional and an over the second sec	No. of Concession, Name of Con			and the second se					1387.21	
			1360.69			3 1374.54			1388.38			3 1402-23			1416.07	
C			1391.10			1404.95			1418.79 1450.41			1432.64			1446.48	
	Contraction of the second s	and the second design of the s	1422.12	THE R. LEWIS CO. LANSING MICH.		9 1430.57			1450.41			1495.83			1509.67	
	319044	1341	1437.00.	3012.12	And States of States	1.10000		1.000	Colores and	A Standards		1412000	(and)	10000	130,000	Kellen I
F5-C	39,102	13.93	1503.94	39,462	14.05	5 1517.79	39,822	14.18	8 1531.63	40,182	14.31	1 545. 48	40,542	14.44	1559.32	<u>E Martin</u>
D	39,989	14.24	1538.05	40,349	14.37	1551.90	40,709	14.50	1565.74	41,069	14.63	3 1579.59	41,429	14.75	1593.43	
E	40,874	14.56	5 1572.08	41,234	14.68	8 1585.93	41,594	14.81	1599.77	41,954	14.94	1613.62	42,314	15.07	1627.46	
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	44,701	10.01	1729.28	4 24 36 1	10.17	1743.13	43 1001	10.21	1150.71	401071	10.40	1110.02	40,401	10.00	1784.66	63994445
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RANGE	240	E PER STEP		AT 2%		BASE WITH LO	NGEVITY	AT (9		
STEP		HOURLY BI-WKLY	ANNUAL	HOURLY BI-WKLY	ANNUAL	AT 4% HOURLY BI-WKLY	ANNUAL	AT 6% HOURLY BI-WKLY	AT 8	
F1-A	20,696	7.37 796.00	21,056	7.50 809.85	21,416		21,776	7.76 837.54	and the state of t	8 851.38
B	21,227 23,349	7.56 816.41 8.32 898.05	21,586 23,709	7.69 830.26 8.44 911.90	21,947		22,307	7.94 857.95 8.70 939.59	22,667 8.0 24,789 8.8	
D	25,472	9.07 979.69	25,832	9.20 993.54	26,192	9.33 1007.38	26,552			3 1035.07
E	28,537		28,897	10.29 1111.43	29,257	10.42 1125.27	29,617		29,977 10.6	
F	32,034	11.41 1232.09	32, 394	11.54 1245.94	32,754	11.66 1259.78	33,114	11.79 1273.63	33,474 11.92	2 1287.47
F2-A	32.121	11.44 1235.44	32.481	11.57 1249.29	32.841	11.70 1263.13	33-201	11.82 1276.98	33,561 11.9	5 1290-82
B		11.65 1257.89		11.78 1271.74				12.03 1299.43	34,145 12.10	
C		11.86 1280.34		11.98 1294.19		12.11 1308.03		12.24 1321.88	34,729 12.3	
D	33,873			12.19 1316.66		12.32 1330.50			35,313 12.5	
E	34,451	12.27 1325.25	34,816	12.40 1339.10	35,176	12.53 1352.94	35, 537	12.66 1366.79	35,896 12.7	8 1380.63
F3-B	36,150	12.87 1390.39	36,510	13.00 1404.24	36,870	13.13 1418.08	37,230	13.26 1431.93	37,590 13.3	9 1445.77
С	36,734	13.08 1412.84		13.21 1426.69		13.34 1440.53	37,814	13.47 1454.38	38,174 13.5	
D		13.29 1435.30		13.42 1449.15				13.67 1476.84	38,758 13.80	
E	37,902	13.50 1457.75	38,261	13.63 1471.60	38,621	13.75 1485.44	38,982	13.88 1499.29	39,341 14.0	1 1513.13
F4-A	35.320	12.58 1358.47	35,680	12.71 1372.32	36.040	12.83 1386.16	36.400	12.96 1400.01	36,760 13.0	9 1413.85
В		12.85 1387.90		12.98 1401.75		13.11 1415.59	All and a second s	13.24 1429.44	37,525 13.30	
С		13.14 1418.92		13.27 1432.77		13.39 1446.61		13.52 1460.46	38,332 13.6	
D		13.44 1451.17		13.57 1465.02		13.69 1478.86		13.82 1492.71	39,170 13.9	
24) E	38,300	13.74 1483.38	30,921	13.86 1497.23	379200	13.99 1511.07	379048	14.12 1324.92	40,000 14.2	0 1000010
F5-C	39,885	14.20 1534.02	40.244	14.33 1547.87	40,604	14.46 1561.71	40,965	14.59 1575.56	41,324 14.7	2 1589.40
D		14.53 1568.81		14.65 1582.66				14.91 1610.35	42,229 15.04	
E	41,692	14.85 1603.52	42,051	14.98 1617.37	42,411	15.10 1631.21	42,772	15.23 1645.06	43,131 15.3	6 1658.90
F6-C	44.056	15.69 1694.48	44+416	15.82 1708.33	44,776	15.95 1722.17	45,137	16.07 1736.02	45,496 16.2	0 1749.86
D		16.01 1729.16		16.14 1743.01				16.40 1770.70		
Ε	45,861	16.33 1763.87	46,220	16.46 1777.72	46,581	16.59 1791.56	46,941	16.72 1805.41	47,301 16.8	1819.25
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APPENDIX "C"

RETIREES' HEALTH INSURANCE

For Informational Purposes Only

The information in this Appendix "C" is included only to provide interested persons a ready access to the health insurance entitlements of certain retired City of Saginaw Fire Fighters. The Association and the City acknowledge the benefits enumerated on this page exist as the result of previous agreements and not as the result of the negotiations of this Agreement covering the period July 1, 1979 through June 30, 1982.

Fire Fighters who retired from the service of the City of Saginaw during the period July 28, 1972, through and including November 1, 1976, shall be entitled to and have the City pay all premiums for the Blue Cross - Blue Shield (MVF-1) Health Insurance Plan for the retiree and his spouse, regardless of a retiree's subsequent employment; except, however, that the City shall have no obligation whatsoever to furnish or pay the aforementioned insurance for a retiree during the period of time in which a retiree is otherwise employed and the employer of said retiree provides paid insurance coverage substantially similar to that which is provided for by the City under the aforementioned Blue Cross - Blue Shield Insurance plan. To be eligible for this benefit the retiree must have been under the City's Blue Cross - Blue Shield policy at the time of retirement.

Fire Fighters who retired form the service of the City of Saginaw on or before July 27, 1972, shall be entitled to continued coverage under the Blue Cross - Blue Shield (MVF-1) Health Insurance Plan provided they reimburse, monthly, to the City, the cost of all premiums. Any and all increases in premium rates shall be borne by the retiree. Upon attaining the age of 65 the retired employee and his spouse shall be entitled to and have the City pay all premiums for the Blue Cross - Blue Shield (MVF-1) Health Insurance Plan. To be eligible for this benefit, the retiree must have been under a Blue Cross - Blue Shield policy at the time of his sixty-fifth (65th) birthday.

APPENDIX "D"

NEW HIRE FIRE FIGHTER'S SALARY

Range F-1	Step A:	\$19,500
	Step B:	20,000
	Step C:	22,000
	Step D:	24,000
	Step E:	26,888
	Step F:	30,183

EXHIBIT E

LETTER OF AGREEMENT

The City of Saginaw and Saginaw Fire Fighters Association, Local 102, agree to the following procedure for the appointment of Fire Chief.

Appointment of Fire Chief

The City Manager shall have complete discretion and authority in determining qualifications for and selection of the person to be Fire Chief, whether that person is promoted from the bargaining unit covered by this agreement or from some other source. Bargaining unit employees covered by this agreement shall be eligible for consideration for appointment to the position of Fire Chief, irrespective of their rank. Any bargaining unit member promoted to Fire Chief may voluntarily return to his or her former rank during the six-month probationary period unless removed by the City Manager for disciplinary reasons.

The position of Fire Chief shall be filled with an individual experienced in fire service management.

It is understood that bargaining unit persons may apply for and receive consideration for promotion to the position of Fire Chief, even if they do not meet the minimum qualifications established for the position.

The parties agree that the process of selection and appointment of the Fire Chief shall supersede and be paramount to the provisions of 1935 PA 78, as amended, and Rules and Regulations of the Saginaw Civil Service Commission.

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Thomas F. Callison President, Saginaw Fire Fighters Association

nº 110200 7/18/8

Maureen M. McCabe Assistant to the City Manager for Employee Services

EXHIBIT F LETTER OF AGREEMENT

The City of Saginaw and Saginaw Fire Fighters Association, Local 102, agree to the following procedure for the appointment of Fire Chief.

Assistant Chief

The City shall reclassify the current training officer position and establish the position of "Assistant Fire Chief". He or she shall be second in command to the Chief, perform a Fire Chief's duties in the absence of the Chief, and will maintain current training officer duties. Promotions to this position shall be filled by competitive examination from the rank of Battalion Chief, Fire Marshall, and Captain with two years in grade in accordance with Local Civil Service Rules.

Appointments and promotions to position of Assistant Fire Chief in the Fire Department shall be made under the provisions of Act 78 of Public Acts of 1935, as amended, unless supersided.

Assistant Fire Chief position shall be open to Battalion Chiefs, Captains with two years in grade and Fire Marshall.

The examination for Assistant Fire Chief shall consist of the following components.

Α.	Written examination	70%
Β.	Performance Appraisal rating as completed by Fire Chief	
	(Last two annuals)	20%
с.	Oral Interview	10%

The Pay range for the position of Assistant Fire Chief to be established prior to position being filled.

Battalion Chief

The three 54-hour Assistant Chiefs' positions will now be Battalion Chiefs' positions.

Fire Marshall

The current 40 hour Fire Prevention Assistant Chief position will now be called the Fire Marshall.

Thomas F. Callison, President Saginaw Fire Fighters Association

Maureen M. McCabe Assistant to the City Manager for Employee Services

APPENDIX "G"

FIRE PREVENTION REORGANIZATION

- A. Appointments and promotions to positions in the Fire Department shall be made under the provisions of Act 78 of the Public Acts of 1935, as amended, unless superseded.
 - 1. Fire Marshal's position shall be open to Deputy Fire Marshal and Fire Captains with two years in grade and Battalion Chiefs.
 - 2. Deputy Fire Marshal position shall be open to Lieutenants and Certified Fire Inspectors with two years in grade and Captains.

The examination for Fire Marshal and Deputy Fire Marshal will consist of:

Α.	Written Examination	 70%
в.	Personnel Qualification Rating	20%
с.	Oral Examination	10%

The pay range for Fire Marshal will be the same pay range as Battalion Chief.

The pay range for Deputy Fire Marshal will be the same as Fire Captain.

The pay range for Fire Inspector entry level will be F2 pay range. After completion of the required State of Michigan Certified Fire Inspectors School and Fire Investigation School, will be elevated into the F3 pay range.

Effective date for Fire Marshal position will be March 26, 1990. All vacancies after this date will be filled by process contained herein above.

Fire Inspector's position shall be open to all members with five (5) years.

Deputy Fire Marshal will not receive out of rank pay.

APPENDIX "H"

EMERGENCY MEDICAL INCENTIVE PAY

- A. Michigan state licensed Emergency Medical Technicians (EMT's) will receive an incentive of \$750 per year paid in a lump sum December 1 of each year. Those who receive licensure during the year will have their incentive pay prorated on a monthly basis. When initially implementing this program, those employees who possessed the required Michigan license on January 1 of 1985 will be eligible to receive an appropriate payment on December 1 of 1985. Subsequently, employees who possess the required Michigan license on November 1 of 1985, or who obtain it after November 1 of 1985, will be eligible to receive appropriate payments in the month of December, beginning with December of 1986, providing they maintain their license.
- B. Michigan state licensed Advance Life Support (A.L.S.) paramedics will receive a pay incentive of \$1,500 built into their annual base salary regardless of rank, effective the pay period in which January 1, 1985 falls.
- C. EMT's and A.L.S. paramedics receiving incentive pay are subject to assignment by the Fire Chief when needed other than their chosen assignment and regardless of seniority, although seniority will be considered when possible.
- D. No compensatory time will be given for emergency medical training.