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AGREEMENT

BETWEEN

CITY OF EASTPOINTE and EASTPOINTE FIREFIGHTERS ASSOCIATION

July 1, 1993 through June 30, 1996

Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY

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Effective on the 1st day of July, 1993, the City of Eastpointe, County of Macomb, State of Michigan, hereinafter referred to as the "City" and the Eastpointe Fire Fighters' Association Local 1561 of the International Association of Fire Fighters, hereinafter referred to as the "Association" entered into this Agreement and bound themselves to the following terms and conditions:

ARTICLE I, PURPOSE

Effective on the 1st day of July, 1993, the City of Eastpointe, County of Macomb, State of Michigan, hereinafter referred to as the "City" and the Eastpointe Fire Fighters' Association Local 1561 of the International Association of Fire Fighters, hereinafter referred to as the "Association" entered into this Agreement and bound themselves to the following terms and conditions:

ARTICLE II, RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Association as the sole and exclusive representative of all full-time firefighters of the Fire Department, with the exception of the Fire Chief and civilian employees. This recognition is for the purpose of collective bargaining in respect to wages, hours of employment, remuneration, working conditions and any other conditions of employment.

ARTICLE III, ASSOCIATION BUSINESS AND ACTIVITIES

SECTION 1:

The president or alternate of the Association shall be afforded reasonable time during regular working hours, without loss of pay, to fulfill Association responsibilities. These responsibilities shall include, but not be limited to, negotiations with the City, processing of grievances, administration of this Agreement and enforcement of this Agreement.

It is understood that the time allowed to conduct the Association business afore-referenced shall be subject to approval of the Fire Chief or the chief's duly authorized representative. It is further understood, that approval shall not be arbitrarily withheld by the Fire Chief or the chief's duly authorized representative and that all reasonable requests shall be granted. Page 2 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

SECTION 2:

Officers and representatives of the Association shall be considered to include the president, vice-president, secretary, treasurer or their designated alternates. The Union shall advise the City as to its officers and representatives, in writing, and shall promptly report any changes.

SECTION 3:

The Association representatives and their members shall be entitled to all rights set forth in Act 379 of the Public Acts of 1965, as amended, free from any and all interference by the City.

SECTION 4:

The Association shall be provided with a suitable location and bulletin board within the fire station for the posting of Association notices and other business information. It is understood that all such Association postings shall be approved and signed by an Association officer and pertain to Association business.

SECTION 5:

The Association shall have the right to schedule Association meetings on City property providing such meetings are nondisruptive of the required duties of Association members and the efficient operation of the Fire Department.

SECTION 6:

Association officers, representatives or members elected to attend Association conventions, conferences, district meetings or seminars shall be allowed time off without loss of time of pay to be in attendance. It is understood that such time off shall be limited to ten (10) duty days bi-annually, beginning July 1, 1987. Requests for other time off which conflict with requested union time off will not take precedence over the union leave. These days are to be arranged so as not to place the department in a position of calling in personnel on an overtime basis except in the unforeseen situation of an employee being sick or injured. Such days off are subject to approval of the Fire Chief or the chief's duly authorized representative. All reasonable requests shall be granted.

ARTICLE IV, DUTY DAY AND DUTY WEEK

SECTION 1:

An Eastpointe firefighter's workday (duty day) shall consist of one (1) twenty-four (24) hour day beginning at 8:00 a.m., and ending at 8:00 a.m., the following day. Page 3 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY Adm F.D W

SECTION 2:

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An Eastpointe firefighters' work week (duty week) shall not exceed fifty-six (56) hours per week or maximum hours set by law and shall conform to the provisions of Section 1, Public Act 125 of the year 1965, as amended, and commonly referred to as "The Two Platoon Law."

SECTION 3:

The Fire Marshal, employees undergoing required training, and probationary employees may be assigned by the Chief to a forty (40) hour per calendar week schedule. This schedule shall consist of five (5) consecutive, eight (8) hour workdays per calendar week with starting and quitting times as determined by the Chief, except that the Fire Marshal shall normally work Monday through Friday, 40 hours 8:00 a.m. to 4:00 p.m. This schedule shall be referred to as the 40-hour schedule.

In addition, an employee by mutual agreement between the employee and the Chief, may be assigned a temporary 40-hour work schedule for purposes of attending voluntary training or engaging in fire prevention activities. No employee shall be required to undergo training which is unrelated to the employee's current position and duties; and for required training, employees shall be given six (6) weeks advance notice, if practical, or as much advance notice as can reasonably be given.

ARTICLE V, ASSOCIATION DUES

SECTION 1:

The City agrees to deduct from the pay of each firefighter who has executed the proper authorization of same, Association membership dues as levied in accordance with the constitution and by-laws of the Association.

SECTION 2:

Check-off deductions under all properly executed authorizations for checkoff dues forms shall become effective at the time the application is signed by the firefighter and shall be deducted from each pay according to Association instructions.

SECTION 3:

Deductions for any pay period shall be remitted as soon as possible after dues deduction has been made. Remittance shall be made to the designated financial officer of the Association. Page 4 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AWM S.D.

SECTION 4:

A firefighter shall cease to be subject of check-off deductions beginning with the month immediately following the mc..th in which the firefighter is no longer a member of the Association.

The Association shall be notified by the City, in writing, following the end of the month in which the termination took place.

SECTION 5:

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharges and discipline for other than Association activity. At the end of the one- (1-) year probation period, the employee shall be notified as to whether or not the employee is to be certified.

ARTICLE VI, AGENCY SHOP

Any full-time firefighter, with the exception of the Fire Chief and civilian employees of the Fire Department, who is not an Association member or does not make application for membership, shall, as a condition of continued employment, become a member of the Union or pay a monthly service fee, contribution toward collective bargaining, contract administration and grievance adjustments. Full-time firefighters including those classified as "temporary" or "grant funded", shall comply with this requirement within thirty (30) calendar days of hire. This article shall be effective to the extent that it does not conflict with State and Federal Statutes together with their legal interpretation.

The Union agrees to indemnify the City for any costs arising from litigation by employees challenging the amount of their dues checkoff or challenging their termination for non-payment of union dues or service fees.

ARTICLE VII, SALARIES

SECTION 1:

The following salary schedule shall become effective for each classification as designated (annual salaries):

<u>Classification</u>	1 7/1/93	7/1/94	_7/1/95_
Firefighter	\$35,944	\$37,382	\$38,503
Sergeant	38,687	40,234	41,441
Lieutenant	41,430	43,087	44,380
Captain	44,173	45,940	47,318
Fire Marshal	44,856	46,650	48,050

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SECTION 2:

- A. Employees hired before 07-01-91 will remain under the old salary schedule: starting salary is \$4,000 below maximum, with increments of \$500 every six (6) months until maximum is reached. (Maximum is reached in four (4) years).
- B. Employees hired after 07-01-91 will have a salary \$10,000.00 less than a full paid firefighter. These employees will receive a \$2,000.00 increase after 1 year, a \$2,000.00 increase after the second year, a \$2,000.00 increase after the third year, a \$2,000 increase after the fourth year, and a \$2,000.00 increase after the fifth year, when they will be at the top firefighter salary rate.

ARTICLE VIII, LONGEVITY PAY

SECTION 1:

Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee, subject to a maximum of Sixteen Hundred (\$1,600) Dollars.

5	to	10	years	2%
10	to	15	years	4%
15	to	20	years	6%
20	to	25	years	8%
25	yea	ars	or more	10%

SECTION 2:

The above longevity pay will be paid only once a year approximately November 1 of each year and will be paid on the base pay earned by the employee.

SECTION 3:

In case of death or retirement of the employee, longevity payments shall be made on a pro rata basis according to the following schedule:

December 1 to December 31	1/12 pro-ration
January 1 to January 31	1/12 pro-ration
February 1 to February 28(9)	1/12 pro-ration
March 1 to March 31	1/12 pro-ration
April 1 to April 30	1/12 pro-ration
May 1 to May 31	1/12 pro-ration
June 1 to June 30	1/12 pro-ration
July 1 to July 31	1/12 pro-ration
August 1 to August 31	1/12 pro-ration
September 1 to September 30	1/12 pro-ration
October 1 to October 31	1/12 pro-ration
November 1 to November 30	1/12 pro-ration

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In order to receive credit for any month, the employee must work one hundred twelve (112) hours within said month and to receive credit for a full year, the employee must earn credit for ten (10) months within said year.

ARTICLE IX, OVERTIME PAY, CALL BACK PAY, MILEAGE AND COMPENSATORY TIME

SECTION 1:

Any time worked in excess of the employee's regular schedule shall be compensated at the overtime rate of time and one-half the employee's hourly rate of pay. The hourly rate of pay shall be computed by dividing the employee's annual wage by 2,912 hours for 56-hour employees, or by 2,080 hours for 40hour employees.

Off duty court appearances for legal problems arising from fire service matters shall also be treated as overtime.

All overtime (holdover, regular, callback) shall be paid at the time and one-half rate rounded up in 1/4 hour increments. There shall be a one (1) hour minimum for regular and callback overtime, but not for holdover overtime. Holdover overtime shall not exceed one hour duration, providing this does not adversely affect the departmental operations.

SECTION 2:

Notwithstanding the foregoing, any overtime worked on a holiday shall be compensated at two times the employee's hourly rate of pay, with the one-hour minimum (except for holdover overtime), with any time rounded up in 1/4 hour increments.

SECTION 3:

Callback overtime work shall first be offered to all employees in the order of their names on the daily callback list described below in Section 4; an employee may remove his/her name from the daily callback list for any period of time he/she so chooses. If adequate staffing is not available, the City may use part-time on-call firefighters. If adequate staffing is still not available, then full-time firefighters may be required to work the callback in accordance with the order of the callback list for that day.

Employees responding to a callback shall not be required to remain on duty after the initial callback has terminated and the equipment has been put back in service. It is further understood, however, that if an employee responds to a succeeding callback occurring within the same hour for which the employee has already received the one-hour minimum pay, no second one-hour minimum pay shall be required and the employee Page 7 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AWM GAD.

will be paid at his/her time and one-half rate rounded up in 1/4 hour increments for the time worked.

SECTION 4:

Members of the bargaining unit will maintain the overtime (callback) equalization list and it shall be coordinated with the work cycle selected by the City. After the overtime list has been reduced to zero (0), the new list shall be arranged by seniority. It is understood that, except as described above, the overtime system for firefighters is on a voluntary basis.

SECTION 5:

Regular overtime (other than holdovers and callbacks) shall be offered first to employees in order of the overtime distribution list maintained by the employees in the bargaining unit. Every effort shall be made to divide up the overtime, as necessary, to provide coverage in accordance with the overtime distribution list. If all such efforts have been made, and if the overtime distribution list has been entirely exhausted, and adequate staffing has not been obtained, then employees may be mandated to work the overtime, in accordance with the order of employees on the overtime distribution list, permitted by law. Part-time on-call to the extent firefighters shall not be used in lieu of overtime opportunities for bargaining unit members, except when not enough bargaining unit members are available.

At no time shall an officer replace the absent position of a firefighter on overtime if two officers are already on duty, unless the overtime position cannot be filled by another offduty firefighter. An officer may then be utilized. Both officers on each platoon may not be scheduled off on vacation, holiday, personal business, bonus, or compensatory time at the same time. Nothing in this Agreement shall be construed as a requirement that <u>more</u> than one officer must be on duty. Trading time shall not create overtime.

SECTION 6:

Employees requested to use their personal vehicle for trips on Fire Department business or assignment shall be paid the prevailing City rate at time of travel within the State of Michigan. Transportation for all firefighting duties out of the City shall be by City-owned and/or provided vehicles. Any out-of-state travel pay shall be approved by the City Manager.

SECTION 7:

If a firefighter is requested to remain on duty after 8:00 a.m. due to the tardiness of another member of the bargaining unit, the member who is late for duty will be docked an amount equal to any monies paid for that overtime. This section does not circumvent the right of the oncoming Page 8 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

firefighter to utilize another firefighter to work in his/her place.

SECTION 8:

Compensatory time may be acquired by trading in holidays, vacations and personal days.

SECTION 9:

Compensatory time not used in the calendar year shall be paid off at the straight time rate and computed as though paid by separate check at the end of said calendar year. No accumulation from one calendar year to another shall prevail.

SECTION 10:

The Fire Marshal shall be eligible for regular shift overtime at the shift Captain's overtime pay rate. If required to réspond to fires or other specific department emergencies, the Fire Marshal shall receive time and one-half his or her regular, hourly straight time rate of pay for hours worked in excess of forty (40) hours per week.

SECTION 11:

A maximum of two (2) employees are entitled to schedule vacation, holiday, personal business, bonus, compensatory time, or union business, at the same time. This two person maximum is subject to securing replacement personnel, if needed. It is agreed that the following type(s) of leave or other absence from regular duties <u>will not</u> count towards the "two person maximum" permitted to schedule time off: sick, disability, on-the-job injury, funeral leave, jury duty, leave of absence, City insurance, light duty, training or military leave. The City may let a third person off if it does not create overtime or disrupt operations. The use of time off must be approved by shift officer.

ARTICLE X, ACTING PAY AND TEMPORARY ASSIGNMENT

SECTION 1:

In the event of any vacancy in the ranks of the supervisory staff covered by this agreement, for any reason, any employee who assumes the duties of a higher rank shall be paid at the rate of salary of the higher rank. This policy shall not be applicable to absences due to vacation leave; other leave days; or sick leave less than fourteen (14) calendar days. It is understood that when a vacancy as described above exists, "acting" supervisory appointments will be made without excessive delay. Page 9 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AWM D. W

SECTION 2:

Assignments to acting ranks shall be on the basis of current civil service eligibility lists, if available, or on the basis of seniority in the next lower rank if a current civil service eligibility list is not available. If a current civil service eligibility list is not available for the rank in question, one shall be created within six (6) months of the position opening. Permanent promotion or reversion to former rank of the acting rank firefighter shall also be completed within six (6) months.

SECTION 3:

A firefighter, at his/her sole discretion, may reject temporary assignment to "officer in charge" or to the duties and responsibilities of "senior".

ARTICLE XI, VACATIONS

SECTION 1:

Vacations shall be earned and credited according to the following schedule:

DUTY DAYS/PAY PERIOD

	Employees Hired Before 4/15/87	Employees Hired On or After <u>4/15/87</u>
1 year or less of service:	.231	.231
After 1 yr of service:	.231	.231
After 3 yrs of service:	.346	.231
After 5 yrs of service:	.346	.346
After 6 yrs of service:	.462	.346
After 10 yrs of service:	.577	.462
After 15 yrs of service:	.692	.577

Vacation time will be credited but may not be utilized during the first six (6) months of service.

The attached addendum to this Agreement describe the status quo of certain leave practices currently in effect for the Fire Department:

-Memorandum from Stephen J. Bonczek, Director of Personnel, to Firefighters, et al, dated November 18, 1987, Subject: "Implementation of Fiscal Year Provision Page 10 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AWM GR.

-Memorandum from Stephen J. Bonczek, Director of Personnel, to Firefighters, et al, dated November 20, 1987, Subject: "Implementation of Fiscal Year Provision Supplement", clarifying the heretofore referenced memo dated November 18, 1987.

SECTION 2:

Employees may carry over, at their option, six (6) duty days from one fiscal year to the next fiscal year.

Upon termination of service, said employee shall be paid for all unused vacation accrued during his/her years of service.

SECTION 3:

The time at which firefighter shall take all or any part of his/her vacation shall be determined by the supervising officer with particular regard for seniority of the firefighter as determined in Article XXIII, desire of the firefighter and needs of the department. Vacation leave shall be charged against firefighters in not less than one half (1/2) duty day units.

SECTION 4:

If a firefighter becomes ill and is under the care of a licensed physician during vacation, he shall have the option to reschedule his/her vacation.

SECTION 5:

A firefighter shall have the option of receiving pay for one (1) week vacation per fiscal year after his/her time and services qualifies him/her for three (3) weeks vacation. Payment of vacation time shall be computed as though paid by separate check.

If a firefighter chooses not to carry over one (1) week vacation, as per Section 2 above, then the firefighter may receive pay for that week.

ARTICLE XII, HOLIDAYS

SECTION 1:

Each firefighter shall be awarded annually at the first of each calendar year fourteen (14) holidays credited in his/her compensatory bank. Seven (7) duty days shall be the equivalent of fourteen (14) holidays. A firefighter shall have the option to be compensated in cash or time off for holiday credit in his/her compensatory bank. If compensation is to be made in cash, payment shall be made at the straight time rate of the salary schedule in effect on the date of payment.

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SECTION 2:

Effective January 1, 1988, those days designated as holidays shall include the firefighters' birthday, New Year's Day, Presidents Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, Christmas Day, and the day before New Year's Day.

SECTION 3:

After twenty (20) years of service an employee shall receive an additional holiday designated as his/her anniversary date of hire. This provision does not apply to any employee hired after April 15, 1987.

SECTION 4:

All accumulated holidays shall be used or turned in for pay by December 31 of each calendar year. Cash payments for holidays may be requested only after the actual occurrence of the holiday.

The fire marshal, who works a normal forty (40) hour work week, shall have as his holidays his birthday, anniversary date of hire, and those days on which City Hall is closed for a holiday. None of these holidays may be converted into pay.

ARTICLE XIII, SICK LEAVE

SECTION 1:

Sick leave with pay shall be granted to employees at the rate of twelve (12) hours for each full month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or because of illness to a family member of the employee's household. Sick leave may also be used in the event of a dental emergency for the employee.

SECTION 2:

To receive compensation while absent on sick leave or funeral leave, the employee shall notify the department supervisor at least 30 minutes prior to the time scheduled for the beginning of the shift. When an employee's sick leave absence is for three (3) or more continuous work days, the employee must file a physician's certificate to verify the sickness or injury that prevented the employee from working, and stating that, in the physician's opinion, the employee is sufficiently recovered to return to work. The Chief or his designee may also require such a physician's certificate for future uses of sick leave from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse. Employees who fail to file physician's certificates under this policy will not be paid for the sick leave absences Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AWM GR. DQ

involved. A request form for sick leave, funeral leave, or personal business days must be filled out immediately upon the employee's return to work. A physician's certificate must contain the actual, original signature of the physician, and must state the nature of the sickness or injury.

SECTION 3:

It is understood that when the employee's absence was due to the illness of a family member of the household, the employee, when completing Form RA-001 may write the word "personal" when describing said illness. When this occurs, the department head may request said information orally from the employee and the information shall be provided orally by the employee. Said information shall be reduced to writing by the department head and forwarded to the City Manager.

SECTION 4:

Unused sick days may be accumulated to a total of not more than one hundred sixty-five (165) duty days. The fire marshal shall be allowed to accumulate unused sick days to a total of not more than two hundred and forty (240) days. A duty day is defined to be twenty-four (24) hours.

SECTION 5:

Sick leave may be taken in whole duty days or 1/2 duty days (Article XIV - 8 a.m. to 8 p.m. or 8 p.m. to 8 a.m.). If an employee has been hired for 24 hours of overtime, the employee on sick leave shall not be allowed to report for duty on that duty day unless he has notified the officer in charge of his intentions prior to 0730 on that day. If there is no overtime involved, the employee may report for duty at 2000 hours, only with the approval of the officer in charge, thereby being charged for only 1/2 duty day.

If an employee must take sick leave after his duty day has begun the present procedure will continue whereas he can take sick leave in 1/2 duty days or 1/4 duty days and shall be charged according to the proximity of the increment cut-off hour. For sick leave used for dental emergencies, sick leave may be taken in one-hour increments.

SECTION 6:

One (1) duty day off shall be awarded as a bonus to any employee who uses no sick leave in the fiscal year. Said bonus day must be taken at a time when there will be no need to replace the employee with someone on overtime. Said bonus day is to be non-accumulative. Page 13 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AUM JR. WY

ARTICLE XIV, FUNERAL LEAVE

SECTION 1:

In the event of a death in the immediate family of a member of this bargaining unit, the employee shall be allowed up to three (3) continuous calendar days, where necessary, to attend the funeral. Said funeral leave shall include Saturdays, Sundays, Holidays or other days the employee might be regularly off duty and the last day or second to last day of said funeral leave must be the day of the funeral. Immediate family is defined as: mother, father, current mother-in-law, current father-in-law, sister, brother, wife, husband, son, daughter, step-mother, step-father and grandparents.

Should death of an immediate family member occur during employees work shift, the employee shall be excused from duty without any charge against his/her three-day funeral leave bank.

SECTION 2:

Firefighters on duty shall be allowed to attend funerals of other department firefighters who have died in the line of duty, providing said funeral is held within a radius of two hundred (200) miles of Eastpointe. The City shall provide transportation and the minimum manpower complement shall be maintained. The department shall furnish one motor vehicle and at the discretion of the Chief more may be provided.

It is understood between the parties that this policy shall be in effect only to the extent that it will not create a need to pay overtime to replace any firefighter attending said funeral.

ARTICLE XV, PERSONAL BUSINESS DAY

SECTION 1:

Each firefighter shall be allowed four and one-half (4 1/2) personal business days (duty days) per fiscal year not chargeable to his/her sick leave bank. Scheduling of all personal business days shall be subject to advance approval by the Fire Chief or a duly authorized officer of the department. Personal business days are non-accumulative.

SECTION 2:

All employees hired after April 15, 1987, shall be allowed three (3) personal business days per fiscal year not chargeable to his/her sick leave bank and one (1) additional personal business day (duty day) per fiscal year chargeable to his/her sick leave bank. Page 14 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AUM JD D

SECTION 3:

The fire marshal shall be allowed four (4) personal business days per fiscal year not chargeable to sick leave and two (2) additional days per fiscal year chargeable to sick leave.

ARTICLE XVI, SICK LEAVE TERMINATION PAY

SECTION 1:

Sick leave termination pay shall be paid on the basis of "years of service" times 2.5 percent, times the number of accrued sick days at the date of retirement or death. Employees who were hired after July 1, 1982 are ineligible for benefits under this section.

ARTICLE XVII, ARMED FORCES RESERVE

Firefighters who are in a branch of the Armed Reserve or the National Guard will be allowed time off from work to perform their necessary reserves/guard duties, as required by law. A firefighter shall be paid the difference between his/her reserve/guard pay and regular City pay for maximum of two (2) weeks per year. To be eligible for such payment, the time must have been spent on full-time active duty, and proof of service and pay must be submitted.

ARTICLE XVIII, WORKERS' COMPENSATION, ON-THE-JOB INJURIES

SECTION 1:

Each firefighter shall be covered by Workers' Compensation and the City agrees that a firefighter being eligible for Workers' Compensation income shall receive, in addition to this Workers' Compensation an amount paid by the City equal to the difference between Workers' Compensation and 80% of gross pay based on a fifty-six (56) hour work week, without loss to sick days.

SECTION 2:

The foregoing supplementary income to Workers' Compensation shall be paid for a period not to exceed forty-eight (48) work weeks, a work week being fifty-six (56) hours.

SECTION 3:

The City may require that employees authorize their doctors to provide specific and detailed medical data concerning any injuries/illnesses, for which payment is requested under this Article, directly to the City. As requested by the City periodic specific and detailed updates may be provided by the attending doctor concerning such injuries/illnesses. Page 15 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY Aum Jr. 18

SECTION 4:

The City retains the right to require that the employee who is receiving payments under this Article submit to an examination from a doctor or specialist appointed by the City, provided, however, that the cost is to be borne by the City. Such examination shall relate to the injury/illness for which payment is requested under this Article. If the City's physician disagrees with the opinion of the attending physician, both physicians will agree on a third physician whose opinion will decide the dispute.

SECTION 5:

With a certificate from a physician so allowing, an employee may be placed on light duty, with such assignments being made solely at management's discretion. When an employee is injured off the job, light duty assignments shall be made only when the circumstances allow the employee to engage in productive activity, and only for those hours on the shift during which such productive activity is available. Employees assigned to light duty shall not be permitted to work overtime.

ARTICLE XIX, INSURANCE

SECTION 1:

The City shall provide each firefighter with a life insurance policy at no cost to the firefighter. The coverage will be in the face amount of Thirty Thousand (\$30,000) Dollars, with double indemnity for accidental death. The City shall furnish proof of coverage.

SECTION 2:

The City shall pay the full premium for the employee's choice of Blue Cross/Blue Shield "Dimension III", Health Care Network or Health Alliance Plan.

The prescription drug riders included in the above plans shall have a five dollar (\$5.00) co-pay.

The City shall pay the sum of fifty dollars (\$50) per month, paid annually, to any employee who rejects said medical insurance in lieu of medical insurance provided to a spouse. Those employees who have utilized this provision in this paragraph prior to the date of execution of this Agreement shall be entitled to this fifty dollar (\$50) monthly payment retroactive to July 1, 1993.

SECTION 3:

The City shall pay sick & accident benefits for illness or injury incurred off-duty in the amount of \$210 per week for a

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maximum of twenty-six (26) weeks after the employee utilizes all accumulated sick leave providing the employee is hospitalized as an in-patient or out-patient for any length of time. When the illness or injury is nct serious enough to warrant in-patient or out-patient hospital care, the above payments will apply except that the Employee shall receive no payments for the first six (6) duty days, after use of accumulated sick leave (maximum of 24 weeks payment.)

SECTION 4:

The City shall pay full premium for optical insurance for all employees including family.

SECTION 5:

The City shall provide the Delta Dental Plan which pays 100% of treatment costs for Class I benefits (diagnostic, preventive and emergency palliative) and 50% of treatment costs for the balance of Class I benefits; pays 50% of treatment costs for Class II benefits; both class benefits with a \$800 per person per year maximum. Also to be provided is Class III (orthodontic) benefits which plan pays for 50% of treatment costs with a \$500 lifetime maximum per person.

SECTION 6:

The City may change to a different insurance carrier as long as the benefits provided equal or exceed those described above and the change is mutually agreeable to both parties.

ARTICLE XX, SUBSISTENCE ALLOWANCE

SECTION 1:

An annual subsistence allowance shall be paid to all firefighters on a fifty-six (56) hour per week platoon system as follows:

Fiscal Year 1	993/94	
Retroacti	ve to 7/01/93	\$605
Fiscal Year 1	994/95	\$630
Fiscal Year 1	995/96	\$655

The subsistence allowance shall be paid equally in thirteen (13) payments every four (4) weeks to the two (2) shift captains. It shall be the responsibility of the affected firefighters and their respective shift captains to account for and utilize the subsistence allowance payments.

SECTION 2:

If a firefighter is absent from duty for a period of time exceeding thirty (30) calendar days, or terminates his/her employment, or is reassigned to any position other than a fifty-six (56) hour position, his/her food allowance shall be Page 17 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

adjusted accordingly and pro-rated as such to the date of absence, termination or reassignment.

ARTICLE XXI, CLOTHING AND CLEANING ALLOWANCE CLOTHING REGULATIONS

SECTION 1:

Each firefighter shall be allowed an annual sum for clothing purchase and cleaning as follows:

Fiscal	Year	1993/94	
Retro	Dactiv	re to 7/01/93	\$625
Fiscal	Year	1994/95	\$650
Fiscal	Year	1995/96	\$675

The Fire Marshal shall be allowed an annual allowance of One Hundred (\$100) Dollars more than that allowed for firefighters.

SECTION 2:

Firefighting protective gear will be replaced as necessary for all firefighters. Such replacement will be determined by Fire Chief or his designate. New firefighters will receive all protective gear furnished by the City.

SECTION 3:

Each firefighter shall receive semi-annual direct payment of fifty percent (50%) of his/her clothing allowance.

SECTION 4:

When reporting for or leaving duty, dress may be of personal choice. A firefighter upon assuming duty shall be in a clean, prescribed work uniform and subject to inspection by the officer in charge.

Work and dress uniform regulations shall be promulgated as work rules by the Fire Chief and, as such, may be amended or modified from time to time by the Fire Chief subject to Article XXV, Section 3, of this Agreement. Before making changes in the uniform work rules the Fire Chief shall consult with the Union to obtain the Union's review and comment on proposed changes prior to actually issuing any amendments or modifications to said rules. The Chief shall meet with the Union and discuss any uniform change suggested by the Union. Employees cannot be disciplined for failing to obey any work and/or dress uniform rule, regulation or policy change until at least thirty (30) calendar days after beginning their first scheduled shift after the notice of such change has been posted.

If a proposed change(s) is of such a nature or magnitude as to cause a substantial financial burden on the part of Page 18 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

firefighters to comply, then the City shall allow a reasonable period of time to phase in such changes, taking into consideration such factors as the cost of compliance as compared to the amount of the annual clothing allowance. A substantial financial burden shall be considered to be any changes costing in excess of fifty percent (50%) of the firefighter's annual clothing allowance in any one (1) year. The City shall have the option of purchasing, at the City's cost, the initial issue of changes in lieu of implementing a phase-in period.

ARTICLE XXII, GRIEVANCE PROCEDURE AND DISCIPLINE

No firefighter shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for cause and in no event until the firefighter shall be furnished with a written statement of the charges. All charges shall be void unless issued within one hundred twenty (120) calendar days after knowledge by management of an alleged violation. Except for those investigations that the City deems confidential, the City shall notify a firefighter that he/she is being investigated for possible disciplinary action as soon as it is determined practicable by the City.

If a firefighter is charged with an alleged violation, the City shall hold a Pre-determination Hearing on the charges within thirty (30) calendar days after the notice of charges is issued, unless extended by mutual agreement; otherwise the charges shall be void. The city shall give the firefighter notice of the City's decision as to discipline or dismissal of the violation no later than sixty (60) calendar days from the date that a Pre-determination Hearing on the charges was conducted by the City; otherwise the charges shall be void. In any proceeding, the firefighters shall have reasonable time to prepare a defense, have the right to counsel and be afforded due process of law.

SECTION 1:

A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. A firefighter shall have the option to file a grievance under the Civil Service procedure or waive his/her Civil Service right and grieve under the following step procedure, Step 5 being optional binding arbitration with the losing party paying the fee and expenses of the arbitrator.

- Step 1: The firefighter must first discuss the specific grievance with his/her immediate supervisor. An Association representative may be present if the firefighter so chooses.
- Step 2: If the grievance remains unresolved, the firefighter and Association representative shall meet with the next immediate authority in the chain of command to seek a settlement.

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- Step 3: If the grievance remains unresolved, it shall be submitted in writing on an official grievance form to the department head by an Association representative. A written answer will be forwarded to the Association or the employee within seven (7) calendar days. The signature of the firefighter shall be included in the grievance.
- Step 4: In the event the grievance cannot be satisfactorily adjusted after Steps 1,2 and 3 above, the grievance may then be submitted by the Association in writing to the City Manager. The grievance shall be submitted on an official grievance form which documents completion of the previous grievance procedure steps. The decision of the City Manager shall be, in writing, to the Association of the employee within seven (7) calendar days. The signature of the firefighter shall be included in the grievance.
- If the grievance is not satisfactorily adjusted in Step 5: Step 4 either party may, within fifteen (15) calendar days of completion of Step 4, request arbitration, in writing, and the other party shall be obligated to proceed with arbitration according to the rules of the American Arbitration Association. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly file a demand for arbitration with the American Arbitration Association. The expense of the arbitrator shall be borne by the losing party. The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement relative to the grievance in guestion. The arbitrator's determination shall be final and binding upon the City and affected firefighter regardless of which party receives the favorable ruling.

SECTION 2:

Any grievance not appealed within seven (7) calendar days from one step of the grievance procedure to the next will be considered settled on the previous decision.

SECTION 3:

Any grievance not answered by management within the prescribed time limit may be advanced by the Union to the next step of the grievance procedure. Page 20 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

SECTION 4:

When more than one firefighter has been aggrieved as a result of action taken by management, the Association may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved firefighters or the entire Association. Any firefighter maintains the right to withdraw his/her name from a class type grievance by submitting said withdrawal in writing to the City and to the Association within five (5) calendar days of the filing date of the grievance.

SECTION 5:

Grievances shall be filed within fifteen (15) calendar days of the event or the date of official action giving rise to the grievance.

SECTION 6:

When a firefighter has been accused of any wrongdoing, the firefighter shall be entitled to representation by the Association.

SECTION 7:

If a firefighter feels he/she is being improperly or unfairly treated by his/her Supervisor, said firefighter shall be entitled to discuss same with the supervisor. If the firefighter still feels aggrieved, the firefighter may ask for and be granted a meeting with the supervisor and Association representative. If after said meeting the issue remains unsolved, the Association representative, on behalf of the firefighter, may file a grievance in accordance with the grievance steps set forth in Section 1 or directly to the City Manager if the Civil Service procedure is to be utilized.

SECTION 8:

Any grievance brought about due to any action taken by the Chief shall be submitted directly to the Chief. Any grievance brought about due to action taken by the City Manager shall be submitted directly to the City Manager.

SECTION 9:

No firefighter shall be required to make any oral statement concerning any alleged misconduct which could be a basis for criminal and/or formal charges, unless the firefighter has first been afforded the opportunity to have an Association representative present. The firefighter shall have twentyfour (24) hours after making an oral statement within which to make any requested written statement. Notification of any disciplinary action against a firefighter which may result in official entries being added to his/her personnel file, shall be immediately forwarded to the Association or employee in writing. Page 21 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY MMM GR

SECTION 10:

This Article is premised upon a honest effort by the City and firefighters to settle each grievance at the lowest possible level.

ARTICLE XXIII, SENIORITY

SECTION 1:

Seniority shall be on a department-wide basis in accordance with the firefighter's last date of hire or date of last transfer to the Department.

SECTION 2:

Seniority shall not be affected by race, sex, marital status or dependents of the firefighter.

SECTION 3:

The seniority list as of this agreement shall indicate names, job titles and date of hire of all firefighters entitled to seniority. The list will show department-wide seniority by date of hire.

SECTION 4:

The employer shall keep the seniority list updated at all times and will provide the Association with updated copies of the list in the event a change occurs.

ARTICLE XXIV, LAYOFFS, RECALL AND TRANSFER

SECTION 1:

Layoff of any firefighter shall be made by inverse order of departmental seniority.

No probationary or permanent firefighter shall be laid off from any position while a temporary, grant-funded or part paid firefighter is still employed in the same position classification or subject to or performing the same duties as a potential layoff candidate.

SECTION 2:

The Director of Personnel, shall give written notice to the Fire Chief, to the affected firefighter and to the Association on any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least two (2) weeks before the effective date thereof.

SECTION 3:

When the working force is increased after a layoff, firefighters will be recalled in the inverse order of their layoff. Notice of recall shall be sent to the firefighter at his/her last known address by registered or certified mail. Page 22 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

If a firefighter fails to report for work within ten (10) days from the date of mailing of the recall notice, said firefighter shall be considered to have quit. However, if a firefighter is unable to report back to work within ten (10) days of mailing of said recall notice, said firefighter shall be given preferential treatment when he/she has recovered and other jobs are available.

SECTION 4:

If an employee is transferred to a position not included in the department and is thereafter transferred back to a position within the department, the employee shall be given credit for accumulated seniority while working in the position to which the employee was transferred. Firefighters transferred under the above circumstances shall retain all rights accrued for the purpose of benefits provided in this Agreement.

SECTION 5:

In the event of a vacancy or a newly created position, said position will be filled on the basis of existing Civil Service rules. All vacancies and newly created positions shall be posted in a conspicuous place in the Fire Station consistent with existing practice.

SECTION 6:

No fire-related work shall be contracted by the City when it can be performed by firefighters of the Association, and if such contract would cause a layoff.

ARTICLE XXV, MANAGEMENT PREROGATIVES

SECTION 1:

The Association recognizes the City of Eastpointe retains the sole right to manage its business, including, but not limited to:

- (a) To decide the number and locations of departments and divisions.
- (b) To assign personnel from one shift and division to another in order to meet emergency situations.
- (c) To assign personnel from one shift or division to another, in order to relieve temporary workforce shortages.
- (d) To decide the types of machines and other equipment.
- (e) To decide the kinds and numbers of services and the scheduling of services to maintain order and efficiency in its departments and divisions.

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(f) To hire, lay-off, assign and promote firefighters, subject only to the provisions of Articles X, XXIII and XXIV.

These management prerogatives shall be exercised in good conscience.

SECTION 2:

The Association agrees its members will not engage in activities during working hours which may reduce their productivity.

SECTION 3:

The City has the right to promulgate reasonable rules and regulations consistent with this Agreement, provided however that this section shall not be construed as a waiver of the Union's statutory rights under PERA, and provided further that the Union may grieve and arbitrate the reasonableness of any rules or regulations or application thereof. New rules and regulations will be posted in a locked, glass covered, display case for a period of at least 30 days, as well as being entered in the Standard Operating Procedures book located in the alarm room. Employees cannot be disciplined for failing to obey any rule, regulation, or policy change until at least 4 hours after beginning their first scheduled shift after the notice has been posted.

ARTICLE XXVI, FIREFIGHTERS ASSOCIATION RESPONSIBILITY

SECTION 1:

Recognizing the essential role of Fire Department employees and services in the preservation of public health, safety and the welfare of a free society, the parties agree that they will encourage Fire Department employees subject to this agreement to perform their fire service responsibilities loyally, efficiently and to the very best of their ability.

SECTION 2:

Recognizing that it is essential for the health, safety and welfare of the citizens of the City of Eastpointe that services to those citizens be without interruption, there shall be no strike, lock-out, slow-down, sit-in, sick-out, or other concerted effort to diminish the quality or quantity of services performed by members of the bargaining unit to the citizens of Eastpointe during the life of this agreement.

SECTION 3:

Firefighters who participate in any such strike, slow-down, sit-in, sick-out, or other concerted effort to diminish the quality or quantity of such services shall be subject to immediate discipline, up to and including discharge. Firefighters disciplined under this provision shall be served Page 24 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY MOM GR 4S

with charges as soon as possible and shall then be afforded all other rights under Article XXII.

SECTION 4:

Whenever the City shall have reasonable cause to believe that members of the bargaining unit are engaged in a sick-out, it may require them to obtain a doctor's slip.

ARTICLE XXVII, EDUCATIONAL ASSISTANCE

SECTION 1:

The cost of tuition and books necessary to complete a class required for a two (2) or four (4) year degree in Fire Science, or Emergency Medical Technician Training for State Certification, at an accredited college or university shall be reimbursed to the employee by the City provided that the employee submits proof of receiving a passing grade (C or better) from said class. Prior to receiving said reimbursement, the employee shall sign an agreement which shall state that the employee agrees to repay the City the cost of said tuition and books paid by the City if the employee leaves the employ of the City of Eastpointe within two (2) years of completing said class because of a resignation, discharge or eligibility for a non-duty disability pension.

SECTION 2:

An annual education (schooling) supplement shall be paid according to the following Licenses/credit hours/certificates/degrees earned by a firefighter as follows:

Fire Science Certificate	\$200
Associates Degree in Fire Science	\$325
Ninety (90) college credit hours toward	
a Fire Science Degree	\$350
Bachelors Degree in Fire Science	\$425

(An employee may receive only one of the above four supplements. To receive the above supplements, the certificate, degrees and/or credit hours shall be from an accredited college or university.)

EMT State License:	
Fiscal Year 1993/94	\$425
Fiscal Year 1994/95	\$450
Fiscal Year 1995/96	\$475

In addition to the annual supplement for an EMT State License, an annual supplement of one hundred dollars (\$100) shall be paid to each employee holding an EMT Specialist State License and an annual supplement of two hundred dollars (\$200) shall be paid to each employee holding a Paramedic State License; provided, however, those employees holding the Paramedic State Page 25 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

License shall not be entitled to also receive the one hundred dollar (\$100) annual supplement for the EMT Specialist State License.

Such education supplement shall be in effect as of July 1, 1993, and shall be paid annually around June 1.

SECTION 3:

Schooling or training required to comply with Article XXVIII, General Provisions, Section 5, shall be provided by the City at City expense on City time. All personnel are responsible for attending the classes they need. If an employee does not attend a department-provided class, that employee must secure alternate training on his or her own time and expense. No tuition or overtime will be paid for attending classes outside the department if those classes were reasonably available to the employee in the Eastpointe Fire Department. If those classes are not reasonably available to the employee, the City shall pay tuition for classes elsewhere, release the employee from work without loss of pay or benefits, and pay overtime, if necessary, to the employee who attends class on non-duty time."

ARTICLE XXVIII, GENERAL PROVISIONS

SECTION 1:

The parties may, by mutual consent and by written mutual agreement, amend, modify, or add to the Agreement. During the term of this Agreement, there shall be no unilateral changes in wages, hours, or other terms and conditions of employment.

SECTION 2:

This Agreement is subject to the laws of the State of Michigan and contains all of the Agreement of the parties hereto on the subjects covered. In the event any provision herein is held to be inoperable by a Court of law of competent jurisdiction, unappealed, such provision shall be inoperative. All other provisions of this Agreement, so far as possible shall remain in full force and effect.

SECTION 3:

The City will repair or replace watches (\$50 maximum limit) and glasses broken or damaged in the line of duty, not through the negligence of the employee.

SECTION 4:

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. Page 26 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY

SECTION 5:

As EMT Certification is a priority with the City and the Eastpointe Fire Department, all bargaining unit employees must obtain and then maintain EMT State Certification. It shall be the responsibility of each employee to provide the Department with a copy of his/her State Certification when it is obtained and each time it is renewed. Employees who are not currently certified shall be given twelve (12) months in which they must achieve compliance with this requirement. In the event that an employee fails the EMT State Certification examination two (2) times within the twelve (12) month period, such employee may be granted, upon the discretion of the City Manager, an additional three months in which to retake the EMT examination and become certified. In order to meet the needs of the Department, any employee required to obtain an EMT State Certificate but who fails to obtain an EMT State Certificate may be subject to disciplinary action and/or Union sanctions.

Employees with EMT Certification will receive preference for overtime; those without EMT State Certification will be considered for overtime only when no EMT certified employees are available.

SECTION 6:

The Fire Chief may select from among employees so volunteering, one or more employees to attend the State Certified Fire Inspector's School.

Candidates to attend the State Certified Fire Inspectors school shall be selected by the Fire Chief as follows: A private testing organization will conduct a test of all department personnel who desire to participate. A bibliography of source material will be posted at least 6 weeks prior to the test date. Candidates selected to attend will be chosen from candidates according to the "Rule of Three". A Certified Fire Inspector performing assigned inspection duties under the supervision of the Fire Marshal shall receive an annual supplement of \$300. Any employee may be assigned to inspection duties and may be relieved of routine duties during the hours which inspection duties are performed.

SECTION 7:

Upon twenty-four (24) hours notice to the City Manager, or at a mutually agreeable time, any member of the bargaining unit shall have the right to review his/her personnel file at City Hall.

ARTICLE XXIX, ORDERS

SECTION 1:

A copy of each department order shall be submitted to the Association for their files.

Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY AWM J. J.

ARTICLE XXX, MUTUAL AID

Management reserves the right to prescribe and regulate the conditions of Mutual Aid with other communities.

ARTICLE XXXI, LEGAL COUNSEL

Whenever an individual firefighter and/or the Association are sued for alleged acts of commission or omission committed in the line of duty, the City shall provide the necessary funds for all local and appellate legal defense costs and attorney fees.

The City shall also provide for the indemnification for any or all damages incurred in excess of insurance coverage provided legal defense counsel is mutually agreed upon by the Firefighters Association and the City.

ARTICLE XXXII, PENSION

Each member of this bargaining unit shall be enrolled in the Eastpointe Employees Pension Program in effect at the date of this Agreement, as amended and/or modified by the Agreement (or Understanding), dated April 28, 1992. Each bargaining unit employee shall be given a complete copy of all pension/retirement provisions applicable to this bargaining unit no later than January 3, 1994.

ARTICLE XXXIII, ANNUAL PHYSICAL

Physical or psychological examinations of a bargaining unit member may be periodically required by the Fire Chief or City Manager. The Chief or City Manager shall exercise their discretion in a manner which is not arbitrary or capricious. In this event the employee will be examined by a doctor of the City's choice; however, in the event the employee wishes to be examined by a doctor of his/her choice, the City shall reimburse to the employee any costs not covered by medical insurance provided the employee provides the employee provides the City Manager with a detailed copy of the results of said examination.

ARTICLE XXXIV, RESIDENCY

SECTION 1:

Residency shall be restricted to Macomb County, Harper Woods and the Grosse Pointes. Any member presently living outside of the aforementioned area shall be grandfathered; however, should the member move form his/her place of residency, the member must move into the area agreed upon.

All new employees hired in the bargaining unit after April 15, 1987, shall, as a condition of employment, become residents and reside within the corporate limits of the City of Page 28 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY MUN GR. DS

Eastpointe. New hires shall become residents within six (6) months of receiving notice of successful completion of probation. Extensions may be requested in writing to the City Manager who shall determine whether or not the request should be approved.

SECTION 2:

Call-backs are to be restricted to those firefighters who reside within the corporate limits of Eastpointe. Nonresidents to be called at discretion of Fire Chief, or designee, after normal call-back procedures are exhausted.

ARTICLE XXXV, PROMOTIONS

Promotions shall be made in accordance with the Civil Service Rules and Procedures that were in effect as of the execution date of this Agreement, except that, in order to be considered for promotions and eligible to participate in the oral portion of the examination process, a candidate must achieve a score of 70 or higher on the written portion of the examination process.

The City and the Eastpointe Firefighters agree that the "Rule of Three" mandated by Civil Service Procedure constitutes a finding of "equally qualified" among the three candidates certified by the Civil service Commission for any one promotion. It is further understood between the parties that the City Manager, as appointing authority, has the sole discretion to select for promotion any of the three (3) certified candidates. There shall be no changes made in this promotion procedure except by written agreement between the City and Union.

ARTICLE XXXVI, EFFECTIVE DATE

SECTION 1:

This Agreement shall be effective July 1, 1993 and shall remain in effect until and including June 30, 1996.

SECTION 2:

In the event negotiations for a successor contract extend beyond June 30, 1996, the terms and conditions herein shall remain in full force and effect pending agreement on a new contract.

SECTION 3:

The City shall provide each member of the Eastpointe Firefighters Association bargaining unit a copy of this Agreement. Page 29 Eastpointe/Local 1561 Effective July 1, 1993 through June 30, 1996 SIGNATURE COPY Aurm G.D. H

In Witness Whereof, the parties hereto have caused this instrument to be executed and have hereunto set their hands and seals this the _______ day of _______ Nov_____, 1993.

FOR THE UNION:

FOR THE EMPLOYER:

Jowes Harold Sharplin

President

Date: 11-2-9

James Dixon

Secretary

Date: 11-2-93

S. Wesley Mcallister, Jr.

1 1

City Manager

Date: November 2, 1993

LETTER OF UNDERSTANDING

IT IS HEREBY AGREED by and between the City of Eastpointe (hereinafter referred to as the "City") and Eastpointe Firefighters Association Local 1561(hereinafter referred to as the "Union"), as follows:

Article XIX, Insurance, Section 4, of the Agreement between the City of Eastpointe and Eastpointe Firefighters Association Local 1561, effective July 1, 1993 through June 30, 1996, currently reads:

The City shall pay full premium for optical insurance for all employees including family.

Effective November 1, 1995, optical coverage will be available through Normandy Optical, as well as Co-Op Optical. There will be no change in the level of benefits currently offered by Co-Op Optical. Co-Op Optical and Normandy Optical are offering identical benefits under identical plans. However, first day of use through Normandy Optical for each employee and family member is two (2) years from the last date of service rendered by Co-Op Optical for each family member under current coverage. Henceforth, the first day of use through either optical company will be two (2) years from the last day of service rendered by either company.

Signed this 12th day of October, 1995

CITY OF EASTPOINTE

S. WESLEY MCALLISTER, JR. City Manager

EASTPOINTE FIREFIGHTERS ASSOCIATION LOCAL 1561

HAROLD SHARPLIN President

James

JAMES DIXON Secretary

CITY OF EASTPOINTE FIRE DEPARTMENT WAGE SCHEDULE EFFECTIVE JULY 1, 1995 TO JUNE 30, 1996

			HOUR	LY	24HRS	3	ONE WEEK
TITLE	ANNUAL	BI-WEEK	REG.	OT.	REG	OT	VACATION
RTDEWAN	20 502	1,480.88	13.22	10 02	217 20	475.92	740 44
FIREMAN	38,503				317.28		740.44
SERGEANT	41,441	1,593.88	14.23		341.52	512.40	796.94
LIEUTENANT	44,380	1,706.92	15.24	22.86	365.76	548.64	853.46
CAPTAIN	47,318	1,819.92	16.25	24.38	390.00	585.12	909.96
MARSHALL	48,050	1,848.08	23.10				924.04
HIRED BEFORE	7/1/91						
START	34,503	1,327.04	11.85	17.78	284.40	426.7	2 663.52
6 MONTHS	35,003	1,346.27	12.02	18.03	288.48	432.7	
12 MONTHS	35,503	1,365.50	12.19	18.29	292.56	438.9	
18 MONTHS	36,003	1,384.73	12.36	18.54	296.64	444.9	
24 MONTHS	36,503	1,403.96	12.54	18.81	300.96	451.4	
30 ONTHS	37,003	1,423.19	12.71	19.07	305.04	457.6	
3L JONTHS	37,503	1,442.42	12.88	19.32	309.12	463.6	
42 MONTHS	38,003	1,461.65	13.05	19.58	313.20	469.9	
48 MONTHS	38,503	1,480.88	13.22	19.83	317.28	475.9	
	12 102						
HIRED AFTER 7,	/1/91						
START	28,503	1,096.27	9.79	14.69	234.96	352.5	6 548.14
ONE YEAR	30,503	1,173.19	10.47	15.71	251.28	377.0	4 586.60
TWO YEARS	32,503	1,250.12	11.16	16.74	267.84	401.7	6 625.06
THREE YEARS	34,503	1,327.04	11.85	17.78	284.40	426.7	2 663.52
FOUR YEARS	36,503	1,403.96	12.54	18.81	300.96	451.4	4 701.98
FIVE YEARS	38,503	1,480.88	13.22	19.83	317.28	475.9	2 740.44
	and the second second second	and the second se					

CITY OF EASTPOINTE FIRE DEPARTMENT PAY SCHEDULE EFFECTIVE JULY 1, 1994 TO JUNE 30, 1995

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TITLE	ANNUAL RATE	BI-WEEKLY	HOURLY	0/T	24 HR DA REGULAR	AY O/T	ONE WEEK VACATION
FIREMAN	37,382.	1,437.77	12.84	19.26	308.16	462.24	718.89
SGT	40,234.	1,547.46	13.82	20.73	331.68	497.52	773.73
LT.	43,087.	1,657.19	14.80	22.20	355.20	532.80	828.60
SHIFT CAPT.	45,940.	1,766.92	15.78	23.67	378.72	568.08	883.46
MARSHALL	46,650.	1,794.23	16.02	24.03	384.48	576.72	897.12
			HIRED AFTER	R JULY 1	, 1991		
BEGIN	27,382.	1,053.15	9.40	14.10	225.60	338.40	526.58
ONE YR.	29,382.	1,130.08	10.09	15.14	242.16	363.24	565.04
TWO YR.	31,382.	1,207.00	10.78	16.17	258.72	388.08	603.50
THREE YRS.	33,382.	1,283.92	11.46	17.19	275.04	412.56	641.96
FOUR YRS.	35,382.	1,360.85	12.15	18.23	291.60	437.40	680.43
5 YEAR	37,382.	1,437.77	12.84	19.26	308.16	462.24	718.89

CITY OF EASTPOINTE FIRE DEPARTMENT PAY SCHEDULE EFFECTIVE JULY1 ,1993 TO JUNE 30, 1994

TITLE	ANNUAL	BI-WEEKLY	HOURLY		24 HOUF		ONE WEEK	
	RATE	RATE	REGULAR	OVERTIME	REGULAR	OVERTIME	VACATION	
FIREMAN	\$35,944	\$1,382.46	\$12.34	\$18.51	\$296.16	\$444.24	\$691.23	
SERGEANT	\$38,687	\$1,487.96	\$13.29	\$19.94	\$318.90	\$478.44	\$743.98	
LIEUTENANT	\$41,430	\$1,593.46	\$14.23	\$21.35	\$341.52	\$512.28	\$796.73	
SHIFT CAPTAIN	\$44,173	\$1,698.96	\$15.17	\$22.70	\$364.08	\$546.12	\$849.48	
MARSHALL	\$44,850	\$1,725.23	\$15.40	\$23.10	\$369.60	\$554.40	\$862.62	
	5 YEAR FIRE	MAN STARTIN	B RATE PLU	SINCREME	NTS (HIRED	AFTER 7/1/9	1)	
BEGIN	\$25,944	\$997.85	\$8.91	\$13.37	\$213.84	\$320.76	\$498.93	
1 YEAR RATE	\$27,944	\$1,074.77	\$9.60	\$14.40	\$230.40	\$345.60	\$537.39	
2 YEAR RATE	\$29,944	\$1,151.69	\$10.28	\$15.42	\$246.7	\$370.08	\$575.85	
3 YEAR RATE	\$31,944	\$1,228.62	\$10.97	\$16.40	\$263.2	\$ \$394.92	\$614.31	
4 YEAR RATE	\$33,944	\$1,305.54	\$11.60	\$17.45	\$279.8	4 \$419.76	\$652.77	
5 YEAR RATE	\$35,94	\$1,382.46	\$12.34	\$18.51	\$296.10	\$ \$444.24	\$691.23	
		MAN STARTIN		SINCREME	NTS (HIBED	BEFORE 7/	1/91)	

4 YEAR FIREMAN STARTING RATE PLUS INCREMENTS (HIRED BEFORE 7/1/91)

BEGIN	\$31,944 \$1,228.63	\$10.97	\$16.46	\$263.28	\$394.92	\$614.31
6 MONTHS	\$32,444 \$1,247.8	5 \$11.14	\$16.71	\$267.36	\$401.04	\$623.93
12 MONTHS	\$32,944 \$1,267.04	8 \$11.31	\$16.97	\$271.44	\$407.16	\$633.54
18 MONTHS	\$33,444 \$1,286.3		\$17.22	\$275.52	\$413.28	\$643.16
24 MONTHS	\$33,944 \$1,305.5	and the second se	\$17.49	\$279.84	\$419.76	\$652.77
30 MONTHS	\$34,444 \$1,324.7		\$17.75	\$283.92	\$425.88	\$662.39
36 MONTHS	\$34,944 \$1,344.00		\$18.00	\$288.00	\$432.00	\$672.00
42 MONTHS	\$35.444 1.\$1.363.2		\$18.26	\$292.08	\$438.12	\$681.62
48 MONTHS	\$35,944 \$1,382.4		\$18.51	\$296.16	\$444.24	\$691.23