

4/30/90

AGREEMENT
BETWEEN
THE CITY OF THREE RIVERS, MICHIGAN
AND
THREE RIVERS FIRE ASSOCIATION

MAY 1, 1987, THROUGH APRIL 30, 1990

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

10/27/87

Three Rivers, City of

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AGREEMENT

This Agreement, made as of the date herein set forth, by and between the CITY OF THREE RIVERS, acting by and through its City Commission (hereinafter called the "Employer" or "City"), and THREE RIVERS FIRE ASSOCIATION (hereinafter called the "Association").

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employment of the Employer; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful labor and economic relations between the parties;

WITNESSETH:

ARTICLE I

MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers, and authority. The Association recognizes that the Employer's rights, powers and authority include, but are not limited to, the right to manage its affairs, direct, select, decrease and increase the work force, the right to make all plans and decisions on all matters involving the services to be performed, the location of operations, the extent of operations, addition, replacement, and removal of equip-

ment, outside purchase of products, the schedules, means and procedures of the operation, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; and to maintain discipline and efficiency of employees, determine the qualifications of employees and regulate quality and quantity of work except as any of the foregoing rights are limited by the express terms of this Agreement.

The Association reserves the right to grieve when action taken by the Employer under this Section is contrary to a specific limitation of such Employer rights contained in this Agreement.

Section 2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations, and put such into effect after reasonable advance notice to the Association and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance, and subject to the grievance procedure contained in this Agreement.

Section 3. Disciplinary Action. Disciplinary action shall not be taken against an employee except for just cause, and all disciplinary action shall be subject to the grievance procedure. Discipline shall include, but not be limited to, an oral or written reprimand, suspension, demotion or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied.

ARTICLE II

UNION RECOGNITION

Section 1. The Employer recognizes and acknowledges that the Association is the representative in collective bargaining with the Employer of the employees in the following unit.

All Full-time EMT Firefighters, Firefighter EMT Mechanic, and Shift Captains, but excluding the Fire Chief, Assistant Fire Chief, Volunteers, and all other employees.

Section 2. Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that employees covered by this Agreement shall either become Association members as described in sub-paragraph A below, or shall pay an agency fee to the Association as described in sub-paragraph B below:

A. Employees who choose to become Association members shall, as a condition of employment, beginning 31 days from their date of hire or the effective date of this Agreement, whichever is later, be required to pay the Association for the duration of the Agreement the dues hereafter uniformly levied by the Association on all members.

B. Any employee who chooses not to become a member of the Association shall, as a condition of employment, beginning 31 days from his date of hire or the effective date of this Agreement, whichever is later, be required to pay to the Association a representation fee to be established by the Association in accordance with applicable law and certified to the City by the Association.

Such representation fee for the first month shall be in an amount not more than the Association's regular and usual monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues.

C. Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit. Neither party shall exert any pressure on nor discriminate against an employee as regards such matters.

D. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of an employee subject to this Agreement all dues of the Association and pay such amount deducted to the Association, provided that the Association presents to the Employer an authorization, signed by each employee, allowing such deduction and payments to the Association. This may be done through the Steward of the Association.

The amount of dues shall be as certified to the Employer by the Secretary-Treasurer of the Association.

Dues deducted for any calendar month by the Employer will be remitted to the designated officer of the Association as soon as possible after the payroll deductions have been made. The Employer shall furnish the Association officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their pay checks.

Section 3. If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall

be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement. The Association agrees to hold the Employer harmless in any action arising out of and pursuant to the provisions of this Article.

ARTICLE III

UNION ACTIVITIES

Section 1. 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 Union 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, providing grievance procedure in Article V are followed.

Section 2. Bargaining and Grievance Time.

A. Subject to the conditions and limitations set forth hereafter, members of the Association shall be afforded time during regular working hours, without loss of pay, to participate in collective bargaining or negotiations, and grievance procedures provided that they have the prior approval of the Fire Chief or his designee.

B. Collective bargaining by the Association shall be done by an Association Bargaining Committee, with the assistance of authorized agents, representatives, and/or attorneys. The number of Association members on the Bargaining Committee participating in any negotiating session shall normally not exceed 2 members of the Union Bargaining Committee who shall be paid their regular pay for time lost

during their regularly scheduled working hours at their regular rate of pay, but in no event will more than 2 members of the Bargaining Committee be paid for participation in any session.

Section 3. Union Meetings. The Association may be permitted to schedule meetings on City property so long as such meetings are not disruptive of the duties of employees of the City or the efficient operation of any department, and provided further that prior approval for any such meeting is received from the Fire Chief or designee.

ARTICLE IV

SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous service with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and has not subsequently quit, retired or been discharged. No time shall be deducted from an employee's seniority due to authorized leaves of absence of less than one (1) month, vacations, and sick or accident leaves, except as hereinafter provided. Any employee on layoff status shall neither accrue nor lose seniority during the period of layoff.

Section 2. All new employees shall be considered probationary employees until they have satisfactorily completed 12 consecutive months of employment with the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to its own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off, disciplined or dismissed

from employment in the sole discretion of the Employer without regard to his length of service and without recourse to the grievance procedure. Upon successful conclusion of the probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3. The Employer will maintain an up-to-date seniority list, a copy of which will be posted on the appropriate bulletin boards each 6 months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the most senior employee's name at the top of the list. If 2 or more employees have the same last hiring date, their names shall appear on the seniority list with the employee with the lowest last 4 digits of his social security number listed first.

Section 4. An employee's seniority shall terminate:

A. If he quits, retires or is discharged, and the discharge is not reversed through the grievance procedure.

B. If, following a layoff, he fails to notify the Employer of his intention to return to work within 5 working days after a written notice of recall sent by certified mail is either delivered or attempted to be delivered to his last address on record with the Employer, or having notified the Employer of his intent to return the employee fails to do so within one (1) regularly scheduled working day after the time specified in the recall notice.

C. When he has been laid off for a period in excess of 12 consecutive months.

D. If he fails to report to work for 3 consecutive days without notifying the Employer.

ARTICLE V

GRIEVANCE PROCEDURE

A grievance is an express violation of a specific Article or Section of the Agreement.

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Association.

Section 2. All complaints and grievances which an employee in the service may have concerning the interpretation or application of this Agreement may be handled in accordance with the following steps:

Step 1. By conference between the aggrieved employee, and/or the Steward, and his immediate supervisor. It shall be the responsibility of the aggrieved employee to reduce any grievance not resolved at Step 1 to writing on the regular grievance form provided by the Association within five (5) working days of the alleged grievance.

Step 2. Grievances not settled at Step 1 shall be presented in writing as set forth at Step 1 above, to the Fire Chief. The employee may appear before the Chief in his own behalf or with his Steward if desired.

The 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 5 working days from receipt thereof.

Step 3. If the grievance is not settled at Step 2, the Association, no later than the end of the fifth (5th) working day following the completion of Step 2, may make written request to the City Manager for a further meeting. If the Association does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition given by the Employer at Step 2. If the Association requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Association's request for it. Either party may have present such of its attorneys, consultants, or persons in its higher echelons, as it shall select. If such further meeting be held, the City Manager shall give written disposition of the grievance to the Association no later than the end of the fifth (5th) working day following the date of such meeting.

Step 4. Arbitration. If the grievance disposition given at Step 3 is not considered satisfactory, the Association may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of disposition given to it at Step 3, and its subject matter shall not be resubmitted to the grievance procedure. If the Association wishes to appeal denial of a grievance at Step 3, the Steward of the Association shall, within 10 working days after the date of the Employee's disposition at Step 3, notify the Employer in writing that it has elected to take the matter to arbitration. If the Employer and the Association are unable to agree on an impartial

arbitrator within seven (7) calendar days from the date on which the Employer is notified, the parties agree that the arbitrator may be selected in accordance with the rules of either the American Arbitration Association or Federal Mediation and Conciliation Service, provided however, that the rights and duties of the parties and the arbitrator shall be subject to the following conditions and limitations:

1. The arbitrator will be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

2. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

3. It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, to establish a new wage rate, or to rule on the Employer's right to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights.

4. Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the grievance.

5. The arbitrator's charges for his service and expenses shall be paid equally by both parties.

6. The arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding upon all parties.

7. Only one (1) grievance shall be presented to an arbitrator in any one (1) hearing, unless the parties mutually agree to combine grievances for the same arbitrator.

Section 3. Grievance Procedure -- General. It is understood and agreed that any grievance settlement arrived at hereunder between the Employer and the Association is binding upon both parties and cannot be changed by any individual employee.

If the Employer's representative at Step 1 or at Step 2 fails to provide a disposition of a grievance within any time limit set forth herein, the grievance shall automatically be advanced to the next Step; i.e., Step 2 or Step 3, respectively.

It is agreed that any grievance must be submitted at Step 1 of the written procedure within 5 working days after it might reasonably have become known to exist. In any event, no grievance shall be valid for a period prior to the date such claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment or unemployment compensation. In cases of discharge or suspension, an employee with the concurrence of the Association may proceed with a grievance related thereto directly at Step 3 of this grievance procedure.

Section 4. Definitions. "Working day" as used in this Article means Monday through Friday excluding Saturday, Sunday and holidays.

ARTICLE VI

UNION REPRESENTATIVES

Section 1. The employees covered by this Agreement will be represented by a Steward who shall be chosen and selected in a manner determined by the Association.

ARTICLE VII

EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or which in any way can be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE VIII

LAYOFFS

Section 1. In reducing the work force because of lack of work or other legitimate cause, employees will be laid off in the order of seniority starting with the least senior employee, provided that the remaining employees have the ability and qualifications to perform the available work.

Section 2. Recall from layoff shall be in inverse order of the layoff.

Section 3. In the event of a layoff, an employee so laid off shall be given 14 calendar days notice of layoff and 14 calendar days notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said 14 calendar days, he shall be considered a "voluntary quit."

Section 4. The Steward shall be considered last for layoff and first for rehire, provided that he has the ability and qualifications to perform the work assignment designated by the Employer.

Section 5. An employee in a classification subject to the jurisdiction of the Association who has been in the past or will in the future be promoted to a position outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the Association shall accumulate rights under this Agreement while working in a position not subject to this bargaining agreement, up to 12 months from the date of promotion. The employee who is transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the rights under this Agreement that he had at the time of such promotion.

ARTICLE IX

SCHOOLS, TRAINING, TRAINING CONFERENCES AND SEMINARS

Section 1. All employees covered by this Agreement who are required to attend any schools, training, training conferences or seminars during their regular work week shall be compensated at their regular rate of pay for such schools, training, training conferences or seminars. Employees electing to attend optional training shall not be eligible for additional pay.

Section 2. Transportation, meals and other expenses incurred pursuant to Section 1 above and approved by the Fire Chief or his designee shall be reimbursed to the employee. If transportation is not available, the City will pay said employee mileage allowance in accordance with existing City policy.

Section 3. In the event continuing education is needed to maintain skills required for employment and is not provided on-station, the Employer will provide compensation for the time required to obtain said education at the employee's regular rate of pay. Employees required to attend such education will be allowed to attend without loss of pay and without being required to trade or pay back time in the event such training falls within a regularly scheduled work period. Such training time shall not be considered as hours worked in computing overtime compensation.

ARTICLE X

SAFETY, HEALTH, WELFARE AND EDUCATION

Section 1. The City and Association will cooperate in the continuing objective to eliminate accidents and health hazards. The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

Section 2. At the direction of the City, all employees covered by this Agreement shall submit to a medical examination at least once each year. The City shall pay for such examinations which shall be made by a medical examiner or physician selected by the City. If, upon examination, it is found that an employee's physical or mental condition is such that his continued employment would be detrimental to the best interests of the City, the City may terminate his employment on the basis of the report of such examination, provided, however, that the employee may request re-examination by a physician of his own choosing. If the 2 physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be equally

divided between the employee and the City. The City hereby agrees that an annual medical examination as per this Section shall be adhered to, strictly.

Section 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the remainder of his regular shift for that day.

ARTICLE XI

DEPARTMENT EQUIPMENT

Proper equipment, such as, but not limited to, helmets, coats, boots, and self-contained breathing apparatus (SCBA), shall be made available to all employees on duty as authorized by the Fire Chief. The Employer will further provide a lens holder and one-half the cost of supplemental prescription lenses to employees who require such visual aids.

ARTICLE XII

PAY PLAN AND CLASSIFICATIONS

Section 1.

	<u>Current</u>	<u>7/1/87</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>1/1/90</u>
Start	\$14,100	\$14,735	\$15,325	\$15,670	\$16,025
1 Year	14,600	15,255	15,865	16,225	16,590
2 Years	15,900	16,615	17,280	17,670	18,065
3 Years	17,450	18,235	18,965	19,390	19,830
Captain	20,000	20,900	21,735	22,225	22,725

Section 2. Longevity. All Firefighters, after 5 years of continuous service, shall receive 1% of their base salary paid the first regular payroll in December.

All Firefighters, after 10 years of continuous service, shall receive 2% of their base salary paid the first regular payroll in December.

All Firefighters, after 15 years of continuous service, shall receive 3% of their base salary paid the first regular payroll in December.

Section 3. A food allowance for each Firefighters working a shift in excess to 12 hours in a 24-hour day will be paid at a rate of \$6.00 for each duty day. Food allowance reimbursement shall be paid to employees within 7 days following approval of the accounts payable by the City Commission at their second regularly-scheduled meeting in December and June.

Section 4. New employees will advance to the next higher pay classification upon successful completion of 12 months of employment.

Section 5. A Firefighter may be used as a Fire or Building Inspector or any other position within the department at the discretion of the Fire Chief, provided such employee is qualified to perform such duties.

Section 6. If a vacancy occurs in the Shift Captain classification, eligible employees may bid on such vacancy. Minimum eligible requirements for such position shall be as determined by the Employer. If two (2) or more employees are eligible, the vacancy shall be filled by the most qualified employee based on at least the following criteria: training, experience, past performance and seniority. If no employee is deemed eligible, then the Employer has the right to employ a new hire.

Section 7. An employee who is temporarily assigned as a Shift Captain during an entire twenty-four (24) hour shift will receive premium pay in an amount of Ten Dollars (\$10.00) for performing such duties.

ARTICLE XIII

WORK PERIOD/OVERTIME

Section 1. Time worked by full-time officer in excess of 91 hours during the declared work period, as defined hereafter, shall be deemed to be overtime, and shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate.

Section 2. The "declared work period" as used herein means a 12 day regularly-recurring cycle of work established by the Employer during which an employee will normally work four (4) 24-hour shifts, provided, however, that the Employer reserves the right to adjust the declared work period in order to comply with requirements of law or the needs of the Employer, subject to prior written notice of such adjustment of not less than 14 calendar days.

Section 3. The Employer shall have the right to require acceptance of reasonable assignments of overtime work, and such

reasonable assignments shall be performed by the employee unless excused for good cause by his supervisor. Failure of the employee to abide by the provisions set forth in this Article shall subject him to disciplinary action.

Section 4. The compensability of employee time spent in training programs and departmental meetings shall be governed by the provisions of the FLSA and applicable regulations issued pursuant thereto.

ARTICLE XIV

CALL-IN PAY

Section 1. An employee not on duty who is later called back for emergency work shall be paid for one (1) hour at one and one-half (1 1/2) times his regular hourly rate. If the call-in extends beyond one (1) hour, the employee shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times his regular hourly rate regardless of the time actually worked, or for the actual time if the call-back exceeds three (3) hours. If an employee is called back to work before the start of his regular shift and he continues to work into his regular shift, then he shall be paid time and one-half (1 1/2) for the actual time worked prior to the start of his regular shift.

ARTICLE XV

VACATIONS

Section 1. Basis of Accrual. Subject to the requirements hereinafter set forth, employees shall be entitled to a paid vacation

at a time or times mutually agreeable to the employee and the Employer in accordance with the following schedule:

<u>Continuous Employment Period</u>	<u>Vacation Allowance</u>
1 - 5 years of service	5 duty days
6 - 11 years of service	8 duty days
12 or more years of service	10 duty days

* Note: A probationary employee shall not be entitled to a paid vacation until such employee has successfully completed the probationary period at which time the employee will be credited with a full year's vacation accrual.

Section 2. Qualifying Date. The qualifying date for vacation eligibility for the current vacation year (January 1 through December 31) shall be January 1, of the current year for employees who have completed one (1) or more years of continuous service by that date, and it shall be the first anniversary date of continuous service for all other employees, provided, however, that increases in vacation allowance by virtue of length of continuous service shall be prorated for the period between the anniversary date of the employee and January 1.

Section 3. Carryover of Unused Vacation Days. An employee may carry not more than three (3) of his unused vacation days into the next vacation year, provided, however, that if such days are not used by the end of the next vacation year, the employee shall be compensated at his regular rate of pay.

Section 4. Minimum Vacation Requirement. Scheduled vacation days shall be taken in such manner that the employee is off work for periods of not less than one (1) calendar week except with the prior approval of the Fire Chief or designee.

Section 5. Termination Benefits. Upon termination of employment, an employee shall be paid for earned but unused vacation days, including vacation days earned prorated between January 1 and the date of termination, provided, however, that the Employer shall have the right to deduct from an employee's final paycheck any vacation pay paid to but unearned by the employee during the current vacation year.

ARTICLE XVI

SICK LEAVE

Section 1. All employees who are providing services to the Employer on July 1 of each year shall be credited with 72 non-accumulative hours of paid sick leave, which hours may be used for purposes set forth in Section 2. Employees who had accumulated sick leave hours prior to July 1, 1982, shall have the right to retain such hours for use if required, but such hours shall not be subject to the provisions of Section 7. An employee who begins employment after July 1 shall have his annual sick leave allowance reduced pro rata, and employees who terminate their employment prior to June 30 shall not be eligible for Section 7 benefits.

Section 2. Sick leave shall be available for use by employees for the following purposes:

A. Personal illness or incapacity over which the employee has no reasonable control.

B. Physical examinations, medical, dental, or other health treatments which cannot be scheduled outside of the employee's scheduled work time, provided such use of sick leave shall be taken in not less than one (1) hour increments.

Section 3. Scheduled holidays falling within a period of sick leave use shall not be charged against unused sick leave hours.

Section 4. Vacation time lost by an employee who is disabled by serious illness or injury for 24 hours or more during a scheduled vacation period and who provides a doctor's certificate certifying such illness or injury shall not have his vacation allowance reduced thereby, provided, however, that in no event shall the credit for vacation time lost exceed 24 hours.

Section 5.

A. A regular employee who is disabled as a result of an injury arising out of and in the course of employment will be paid the difference between his regular wages and any benefits received pursuant to the provisions of the Worker's Compensation Act beginning with the eighth (8th) calendar day, such payments to be deducted pro rata from unused sick leave hours computed at the employee's then current hourly rate. It is understood and agreed that except as provided hereafter, a disabled employee shall receive his regular pay for the first seven (7) calendar days not chargeable to sick leave.

If the incapacity continues for 14 calendar days or longer and benefits under the Act are computed from the date of injury, then any benefits received by the employee pursuant to the Act for the first seven (7) calendar days shall be transferred to the Employer, it being the intention of the parties that no employee shall receive more pay than he would have received had he been regularly employed during such seven (7) day period.

B. When sick leave benefits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted.

Section 6. An employee will be required to submit a report from a doctor, upon request from the Fire Chief or City Manager following an illness or injury indicating the employee is physically able to perform his regular assignment, prior to the employee's return to active work.

Section 7. The Employer agrees to pay each employee for not more than 72 hours of unused non-accumulative sick leave determined as of June 30, 1985, and each June 30 thereafter at the rate of 50% of the employee's then current hourly wage rate. Payments will be made on the second pay date in August following such determination.

ARTICLE XVII

INSURANCE

Section 1. The Employer shall pay the full premium of term life and A.D. & D. insurance policy for each employee covered by this Agreement in an amount equal to 1 1/2 times the employee's base salary with a minimum of \$15,000.

Section 2. The Employer agrees to provide group health insurance for each employee and his family, including hospitalization, master medical, vision, hearing, a co-pay drug rider and dental which provides Class I Benefits, Class II Benefits, and Class III Benefits, or Health Maintenance Organization (HMO) benefits.

Section 3. The Employer agrees to provide weekly income benefit insurance for each employee. Should an employee be unable to work due to accident or illness (not subject to worker's compensation benefits), such insurance shall provide from the first calendar day of accident, or eighth calendar day of sickness, income benefits equivalent to 70% of employee's regular base salary rate and are payable for a maximum period of 26 weeks for any one (1) occurrence.

Section 4. All insurance provided for by the Employer in Sections 1, 2, and 3 above, shall be with such company and upon such terms as the City may from time to time determine.

ARTICLE XVIII

SOCIAL SECURITY

All employees permitted by Federal Law shall contribute to and participate in the benefits of Federal Social Security as provided by law. The City will fulfill all of its obligations toward Social Security as provided by law.

ARTICLE XIX

WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for employees covered by this Agreement.

ARTICLE XX

RETIREMENT SYSTEM

The Employer agrees to provide for the employees the Retirement Benefit Plan C-2 with the Section 47f waiver as provided by Michigan Municipal Employees' Retirement System. The City will pay the employee's share of M.E.R.S. (retirement) contribution.

ARTICLE XXI

HOLIDAYS

Section 1. The following holidays will be observed by all employees of the unit:

New Year's Day
Memorial Day
Independence Day
Good Friday
Labor Day
Thanksgiving Day

Day after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
Employee's Birthday

Section 2. Holiday Pay. All employees who work on a holiday shall receive double time for all hours worked. All holidays shall begin at 12:01 a.m. on the date of the holiday.

Section 3. Birthdays are indicated as holidays. Employees will have the option of having 24-hours leave with pay within seven (7) calendar days prior to or seven (7) calendar days after this date. Employees not wishing leave time will be compensated at regular holiday rate for 24 hours provided he is scheduled to begin work at 7:00 a.m. on this date. Requests will be made not less than 14 days prior to the requested date. The employee, on approval of the Fire Chief, may use this leave time for the occasion of a wedding anniversary providing he gives reasonable advance notice.

ARTICLE XXII

CLOTHING

Section 1. The Employer will supply 3 work uniforms (shirts and slacks), one (1) pair shoes, one (1) winter coat, and one (1) spring jacket for all department employees. The uniforms and accessory clothing will be the property of the City. Upon termination of employment, the employee will return all uniforms in good condition, excepting normal wear and tear. Uniforms are to be only used by the employee during the performance of his or her work duties. Replacement uniforms will be provided when need is substantiated. Employees will begin the work day with a clean uniform in good condition.

Section 2. There shall be an allowance for cleaning of department employees' uniforms. The allowance shall be \$150 per year payable in a lump sum by August 10 of each year.

ARTICLE XXIII

FUNERAL LEAVE

Section 1. If a member of the employee's immediate family dies and the employee attends the funeral of such a person, he shall be entitled to three (3) calendar days leave, if reasonably required, without loss of pay. Immediate family shall be defined as follows: spouse, children, father, mother, brother, sister, grandparent or grandchild of the employee or any relative permanently residing in the employee's household.

Section 2. The employee shall be entitled to one (1) day's leave without loss of pay to attend the funeral of any other relative or in-law.

Section 3. Additional funeral leave may be granted for good cause upon approval of the Fire Chief or City Manager.

ARTICLE XXIV

LEAVE OF ABSENCE

A leave of absence without pay may be granted at the discretion of the City Manager.

ARTICLE XXV

ASSOCIATION TO PROVIDE COPIES OF AGREEMENT

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

ARTICLE XXVI

GENERAL PROVISIONS

Section 1. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited

by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, the parties will meet to renegotiate such invalidated provision.

ARTICLE XXVII

RE-OPENING

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

ARTICLE XXVIII

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-department employees, if it would cause a layoff of any of its present employees in the bargaining unit at the date of this contract. However, if the Ambulance Service becomes a financial liability that cannot be justified and is not self-sustaining, the Association and the City shall meet in order to adjust this Article with the protection of the Association members and the welfare of the City in mind.

ARTICLE XXIX

SUCCESSOR AGREEMENT

The negotiation of a new Agreement shall begin upon the written request of either party made not earlier than 90 days prior to the expiration of this Agreement except as the parties shall otherwise mutually agree in writing.

ARTICLE XXX

OTHER CONDITIONS OF EMPLOYMENT

Section 1. The Employer agrees that all conditions of employment, relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of this Agreement. The Association shall notify the Employer if and when it believes a condition of employment has been changed. The Employer and the Association shall meet in an attempt to rectify the alleged change.

It is further agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Association in applying the terms and conditions of this Agreement if such error is corrected within 90 days from the date notice is received of any such error.

ARTICLE XXXI

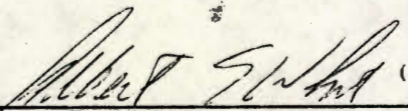
DURATION OF AGREEMENT

This Agreement shall commence as of midnight, April 30, 1987, and shall continue in full force and effect until midnight, April 30, 1990, except as a provision of its express terms shall otherwise provide.

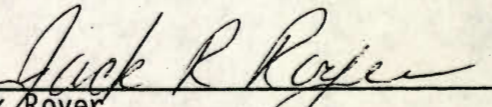
Approved and adopted this _____ day of _____, 1987, by
the City Commission of Three Rivers, Michigan, and the Three Rivers
Fire Association.

FOR THE CITY OF
THREE RIVERS, MICHIGAN

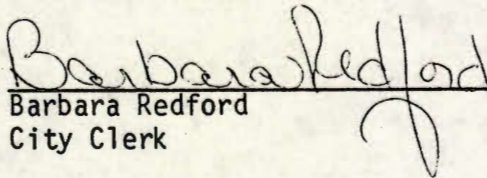
FOR THE THREE RIVERS
FIRE ASSOCIATION



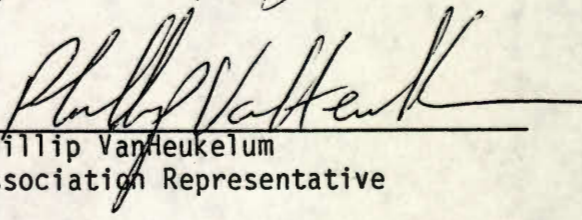
Albert E. White
Mayor



Jack Royer
Association Representative



Barbara Redford
City Clerk



Phillip Vanheukelum
Association Representative

11-12-1987

ADDENDUM I

Maintenance Schedules

The City of Three Rivers Fire Department personnel take pride in keeping their apparatus in good operating condition for every purpose. To attain a high degree of reliability, a rigid preventive maintenance schedule is to be followed. This schedule will provide for operating troubles to be reduced to a minimum helping achieve a high degree of apparatus reliability and reducing the cost of repair bills and lessen out-of-service time.

The City of Three Rivers agrees that the employee in his/her classification should have the basic knowledge of the maintenance of apparatus and equipment.

Maintenance (checking, maintaining, repairing, replacing, cleaning, etc.) shall include, but not be limited to:

- Crankcase oil for proper level
- Water level in radiator
- Batteries
- All visible and audible warning signals
- Fuel level and for leaks
- Booster tanks for water level
- Tires for cuts, breaks, and inflation excluding split rim wheels
- Test all brakes
- Clean apparatus body
- Transmission oil level
- Differential oil leak
- Master brake cylinder fluid level
- Fan belt and generator belts
- Battery terminals and cables
- Drains and hose connections
- Motors and underneath chassis
- Loose nuts, studs, and pins
- Air filter and change oil
- Fuel pump leakage for oil or fuel
- Lubricate the chassis
- Service test fire apparatus
- Water, oil, or fuel leaks
- Belts which drive the fan, alternator, power steering, and water pump
- Power steering hydraulic fluid reservoir
- Self-contained breathing apparatus
- Handlights and flashlights
- Headlights and switches
- Floor dimmer switch
- Clearance, stop, and backup lights
- Compartment lights and switches
- Operator's panel lights and switches
- Warning lights and switches
- Spot lights and switches
- Rotating lights

Maintenance Schedules (Cont'd.)

- Booster rewind reel
- Windshield wipers
- Level in pump gear box
- Pump primer
- Aerial hydraulic fluid level
- Visual aerial extension cables, drums, ladder locks, and stops
- Visual aerial turntable, section extension and stabilizing jacks
- Visual aerial ladder races and sliding surfaces
- Visual Aerial ladder operating controls, instruments, hydraulic pressure, and engine speed

The City will provide quality tools for the use of bargaining unit employees in the performance of their first echelon mechanical duties.



LETTER OF UNDERSTANDING I

Inasmuch as the City and Three Rivers Fire Association have determined that a physical fitness program is beneficial to both the employer and employees, it is agreed that the City and the Association will work together to formulate a mutually-acceptable program of physical conditioning. Such a program, to be implemented by the City, should be put into effect by September 1, 1987.

FOR THE CITY OF THREE RIVERS

FOR THE THREE RIVERS FIRE ASSOCIATION

Albert E. White
Albert E. White
Mayor

Jack R. Roy
Association Representative

Barbara Redford
Barbara Redford
City Clerk

Philip V. Kuffner
Association Representative

Date

11-12-1987
Date

LETTER OF UNDERSTANDING II

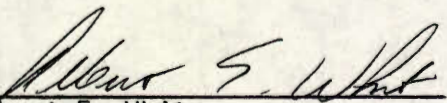
During the course of negotiations between the City and the Association leading to a tentative agreement on a successor collective bargaining agreement between the parties for the period beginning May 1, 1987 and terminating April 30, 1990, the position of Firefighter EMT Mechanic was discussed by the parties. The following understandings were reached by the parties, namely:

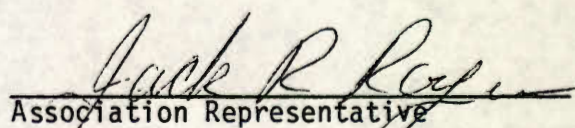
1. In view of the employment of a full-time licensed mechanic by the City, the City anticipates that the need for a firefighter/mechanic position in the bargaining unit will likely be substantially reduced after January 1, 1988.
2. In order to provide for a phase-out period of the position and to accommodate the legitimate needs of the City and the affected employee, the following premium pay provisions have been agreed to:
 - A. For the period beginning July 1, 1987 and ending December 31, 1987, the current Firefighter EMT Mechanic (Mechanic) will be paid the total sum of \$650 in addition to his scheduled rate for services to be rendered in such capacity with payments to be made in substantially equal installments during the scheduled pay periods thereof.

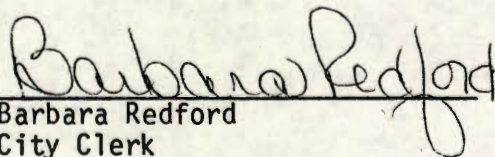
- B. For the period beginning January 1, 1988 and terminating June 30, 1988, the mechanic will receive premium pay of \$.70 per hour for each hour that he performs mechanic services in connection with fire department vehicles, exclusive of first echelon maintenance duties, at the request and under the direction of the licensed mechanic and with the prior knowledge and approval of the Fire Chief.
3. If the Employer determines that such supplemental mechanic services equal to or in excess of those provided for the six (6) month period ending June 30, 1988 will be required thereafter, the parties agree that the premium pay provision set forth in Section 2, B shall be subject to renegotiation for the remaining life of the Agreement, otherwise the position shall lapse effective June 30, 1988.


FOR THE CITY OF THREE RIVERS

FOR THE THREE RIVERS FIRE ASSOCIATION


 Albert E. White
 Mayor


 Association Representative


 Barbara Redford
 City Clerk


 Association Representative

November 3, 1987
 Date

11-12-1987
 Date



LETTER OF UNDERSTANDING III

Subsequent to the ratification of the 1987-90 collective bargaining agreement between the City of Three Rivers and the Three Rivers Fire Association, representatives of the Association made certain interpretative proposals concerning the Agreement. Although the Employer has no duty to modify the Agreement, it is prepared to interpret the provisions identified hereafter on the terms and conditions set forth.

1. Article V, Section 2. The Employer agrees that a mediation provision may be included as part of Step 3. In order to avoid confusion, the last sentence of Step 3 shall be deleted and replaced with the following:

If the grievance is not satisfactorily resolved during the course of the Step 3 meeting, the meeting shall be adjourned and reconvened with a State Mediator if requested by both the Employer and the Association. If the grievance is not settled by agreement either at the Step 3 meeting or at a subsequent meeting with a State Mediator, the City Manager shall give written disposition of the grievance to the Association no later

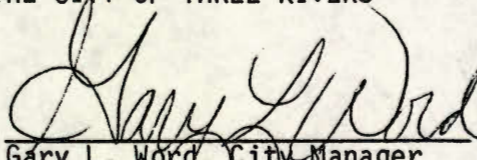
than the end of the 5th working day following the date of the Step 3 meeting or the meeting with the State Mediator, whichever is later.

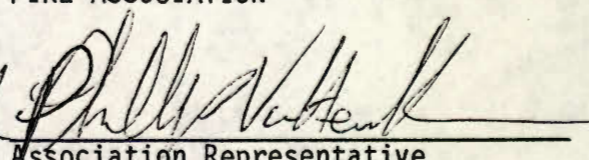
2. Article XI. "Proper Equipment" as used in Article XI shall be deemed to include bunker (night) pants and coats.
3. Article XII, Section 3. The Employer agrees that the food allowance may be paid to a Firefighter working on a shift of twelve (12) or more hours in a 24-hour day.
4. Addendum I. The Employer agrees to delete from the maintenance schedule required of employees the following, namely: pump control adjustments and packing glands. Also, it would agree to visual inspection only of "Belts which drive the fan, alternator, power steering and water pump".

FOR THE CITY OF THREE RIVERS

FOR THE THREE RIVERS
FIRE ASSOCIATION

By:


Gary L. Word, City Manager


Association Representative

Date:

Nov. 6, 1987

Date:

11-12-1987