

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

IN THE MATTER BETWEEN:

CITY OF BAY CITY

UNDER ACT 312, PUBLIC ACTS
OF 1969, AS AMENDED

-and-

Case No. L89 E-0482

BAY CITY FIRE FIGHTERS,
LOCAL 1435.

STATE
EMPLOYMENT
RELATIONS
COMMISSION

1989 APR 17 AM 9:45

RECEIVED

OPINION AND AWARD

CHAIRMAN:

Thomas J. Barnes

UNION DELEGATE:

Ronald R. Helveston

EMPLOYER DELEGATE:

Howard L. Shifman

FOR THE UNION:

Ronald R. Helveston

FOR THE EMPLOYER:

Howard L. Shifman

OPINION

The parties participated in Pre-Hearing Conferences in the Bay City offices on November 13 and December 13, 1989 for the purpose of identifying the issues for arbitration, agreeing upon hearing dates, resolving some issues, and reaching understandings with regard to how the case should proceed. During the course of the Pre-Hearing Conferences the parties reached agreement on certain issues and were given additional time by the arbitrator to attempt resolution of other remaining issues. As a result, the parties have been able to reach agreement with regard to all matters to be

contained in a labor contract between them effective July 1, 1989 through June 30, 1993. Pursuant to said agreement, the parties hereby stipulate to incorporate the attached Agreement as the labor contract between the parties.

AWARD

The attached amendments to the Agreement of July 1, 1989, to June 30, 1993, and all those parts of the Agreement unchanged from the July 1, 1984 to the June 30, 1989 Agreement are hereby ordered to be the complete Collective Bargaining Agreement between the parties with regard to all issues submitted to this Act 312 Panel as well as any and all agreements which the parties mutually reached in negotiations.

Dated: March 29, 1990. Ronald R. Helveston
Ronald R. Helveston, Union Delegate

Dated: 4/2, 1990. Howard L. Shifman
Howard L. Shifman, Employer Delegate

Dated: April 12, 1990. Thomas J. Barnes
Thomas J. Barnes, Chairman

COLLECTIVE BARGAINING AGREEMENT

July 1, 1989 to June 30, 1993

This agreement entered into with all provisions to be effective July 1, 1989, unless otherwise stated, between the City of Bay City, Michigan, a Municipal Corporation, hereinafter called the "City", and I.A.F.F. Local #1435, also known as the Bay City Fire Fighters Union, AFL-CIO, hereinafter called the "Union".

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

ARTICLE 1
PRINCIPLES, POLICIES, PURPOSE

Section 1:2 - Definitions

"City" shall include the elected or appointed representatives of the City of Bay City, Michigan.

"Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

In all cases, the use of male gender automatically includes female gender.

Section 1:12 - Agreement copies

The City will provide the Union with 75 copies of this Agreement on standard 8 1/2 x 11 paper.

ARTICLE 3
SALARIES AND WAGES

Section 3:1 - Salaries

All members of the bargaining unit shall receive the following wage increases: (see appendix A)

7/1/89 = 0%
7/1/90 = 3%
7/1/91 = 2%
1/1/92 = 2%
7/1/92 = 4%

Section 3:2 - Longevity Pay

All members of the bargaining unit shall be paid longevity pay on the base wage of Fifteen Thousand Dollars (\$15,000) during the duration of this contract as follows:

after completion of 5 years employment - 2%
after completion of 10 years employment - 4%
after completion of 15 years employment - 6%
after completion of 20 years employment - 8%

ARTICLE 4

Vacations

Sec. 4:1 - Fire Suppression Personnel

Employees shall be eligible for annual vacation, with all regular pay and fringe benefits, on the following basis: (for the purpose of this section, a day shall be defined as a scheduled twenty four (24) hour tour of duty).

a. **REGULAR VACATION:** Vacation time shall consist of one (1) six (6) day vacation period for employees with one to five years of continuous service to be effective on the beginning of the calendar year immediately following an employee's first anniversary date. Employees with five to fifteen years continuous service shall, in the calendar year immediately following the employee's fifth anniversary date, be entitled to two (2) vacation periods or (12) twelve duty days of vacation each year.

b. **PERSONAL VACATION DAY:** After an employee has completed fifteen (15) continuous years of regular City employment beginning on their anniversary date, they shall be entitled to one half (1/2) day of vacation to be taken as a personal day. Each employee shall be entitled to carry over the one half day of personal vacation from year to year, or receive compensation at his prevailing hourly rate for the unused personal day in the last pay period of each calendar year.

c. **ANNIVERSARY DATE:** The anniversary date of service, for the purposes of this Article, shall be measured by reference to the original date of City employment.

d. **VACATION SCHEDULE:** The first vacation selection shall consist of six (6) consecutive duty days, commencing with the first duty day of the first three-day cycle in January. Vacation periods are to start on the first duty day of each shift beginning in January and running consecutively throughout the year.

The selection of a second or third vacation period may consist of six (6) or three (3) consecutive duty days each, commencing with the first duty day of a three-day cycle. Employees with five (5) or more years of continuous service will be allowed to split their second vacation request. If an employee desires two (2) three (3) day vacation periods, they shall designate their selection in the second vacation pick. The additional three (3) day vacation pick shall be in the third vacation pick.

e. **METHOD OF SELECTION:** Vacation will be picked by seniority per shift. Six (6) duty day vacation periods shall be picked first; additional second or third vacations choices shall be picked after all first vacation picks are made. Selections ~~are~~ to be made prior to November 10th of the preceding year. Each employee shall be afforded up to four (4) business hours to specify his selection after being contacted personally to select a vacation period. If an employee fails to select a vacation during this period, his name will be placed at the end of the shift seniority list. There may be four (4) vacation selections made within a vacation period, but not more than two (2) persons will be allowed off at any one time during a vacation period.

f. Assistant Chiefs and Captains at Station One will not be allowed to select vacations at the same time. However, they will not be placed in the general vacation pool and their selections shall be within a period in the vacation schedule. Their selection may be changed with reasonable notice, subject to the approval of the Fire Chief.

g. Vacation periods that are vacated or open, will be available and posted as they occur. The posting will be for six (6) days, if time allows, and awarded to employees on a seniority basis.

h. When an employee is transferred from one shift to another, his vacation choices will be selected from the open vacation period(s) on the new shift.

Sec. 4:2 - Forty Hour Personnel

Employees shall be eligible for annual vacations, with all regular pay and fringe benefits, on the following basis (for the purpose of this section, a day shall be defined as a scheduled eight-hour tour of duty):

a. **REGULAR VACATION:** An employee shall be entitled to 1 and 7/12 days of vacation for each month of employment per year (19 days per annum). Vacations shall be taken in the calendar year in which earned, and may not be carried over to the next calendar year unless specifically requested by the Head of the Department and approved by the City Manager. Where an employee is entitled to a holiday, it is not to be charged against his vacation time.

b. **METHOD OF PICKING VACATIONS:** An employee may request his vacation in any month, but conflicts shall be determined by seniority. Vacations are to be taken on consecutive days at such times and in such units as shall be arranged with the Department in advance, subject to the best interest of the Department.

c. **PERSONAL VACATION DAYS:** After an employee has completed five (5) full years of regular City employment, beginning on his anniversary date, he shall be entitled to two (2) additional days of vacation. After an employee has completed ten (10) full years of regular City employment, beginning on his anniversary date, he shall be entitled to three (3) additional days of vacation, not to exceed five (5) days per annum. Each employee shall be entitled to carry over one (1) personal vacation day from year to year, or receive compensation at his prevailing hourly rate for all unused personal vacation days in the last pay period of each calendar year.

d. **COMPENSATORY TIME:** In lieu of cash payment for overtime hours worked, employees who are regularly assigned to a forty (40) hour work week, may accumulate at the rate earned, an amount of time not to exceed eighty (80) hours, to be used as personal time off work.

Sec. 4:3 - **PAY FOR LOST VACATIONS:** Where an employee is unable to take his earned vacation, or personal holidays for reasons for sickness or disability, and is off work on Sick Leave or Workman's Compensation, he shall be paid for all vacation pay earned in lieu of the vacation time lost. If he returns before the end of the calendar year, he shall receive his vacation when desired, provided that the time can be arranged without undue hardship on the Department.

Sec. 4:4 - **VACATION PAY:** Vacations are to be taken in time off. Employees are not permitted to work for the City during vacation periods and obtain "double pay", except as provided in Sec. 12:1.

Sec. 4:5 - **ADVANCE OF PAY WHILE ON VACATION:** If a regular payday falls during an employee's vacation, and he is to be on vacation for two weeks or longer, he will be entitled to receive that check in

advance before going on vacation; provided, however, the employee must make written request to the City Manager's Office two (2) weeks before leaving if he desires to receive said check in advance. Employee shall receive only one (1) check in advance at any given time.

ARTICLE 5
HOLIDAYS

Section 5:2 - Holiday Pay

Effective 7/1/89, a cash bonus of \$800 will be paid in lieu of actual paid holidays. Holiday pay is to be paid on the last payday of November of each year.

Effective 7/1/90, holiday pay shall be \$900.

Effective 7/1/91, holiday pay shall be \$1,000 annually.

Section 5:3 - Holidays/Forty Hour Personnel

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday. The following shall be general paid holidays and they are considered legal holidays:

New Years' Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	General Election Days, not to include primary
Labor Day	special or similar elections
Thanksgiving Day	New Year's Eve

If the holiday falls on a weekend, the City shall designate another day as the holiday.

Section 5:4 - Personal Holidays/Forty Hour Personnel

Employees shall be entitled to two (2) personal holidays. Said holidays are to be taken as desired by the individual employee, subject to the convenience of the department as determined by the officer in charge. Personal holidays are to be taken in the year earned, and may not be accumulated.

ARTICLE 6
LEAVES OF ABSENCE

Section 6:1 - Service Incurred Injury

- A. Maintain current language.
- B. An employee who sustains a work related injury while in the course of responding to or neutralizing an emergency incident shall receive 100% of his pay for up to thirty (30) calendar days of a medically substantiated disability from such injury.
- C. Maintain current language.

Section 6:5 - Emergency Leave

- D. Funeral Leave - Four days (12-hour tour of duty) leave with pay from notification of death through the day of burial provided that no member shall be required to return to duty within the same 24-hour period of the day in which the funeral is held, shall be granted to the employee in case of death of a member in his immediate family.

A member of immediate family shall be defined as spouse, parent, child, sibling, grandparent, mother-in-law, father-in-law, foster parent or legal guardian, or step relative of the same degree as above.

Where the death is of any other relative living in the household of the employee, or a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, the allowed time off shall be for the day of the funeral only.

This section, insofar as applicable, applies to 40-hour personnel, except their day shall be an 8-hour tour of duty.

ARTICLE 7 - LIGHT DUTY

(Replaces former Article 7 Dispatcher)

It is agreed that whenever possible, disabled fire personnel shall be assigned to light duty work if available. Assignment to such work shall be vested in the Fire Chief upon approval of the City Manager.

ARTICLE 8
INSURANCE

Sec. 8:1 - Hospital, Surgical, Medical

The City will furnish the same health insurance (Blue Cross/Blue Shield MVF2 or Blue Care Network HMO) in effect immediately prior to the beginning of this Agreement, or equivalent insurance to all employees and their dependents, retirees and their dependents covered by this Agreement. The HMO is not available to retirees. A rider of \$3 prescription drug co-pay (employee pay), Predetermination and Second Opinion Surgery is also furnished. The health insurance premium for Fire Department retirees will be paid from the police and fire retirement funds. The City will continue to pay the premium for its employees who are on the payroll or who are receiving Workmen's Compensation payments and for a period of three (3) months for persons not on the payroll but on sick leave without pay, and for a period of three (3) months from date of lay off for involuntary termination of employment, except where "fired for cause" in which event the coverage is to be terminated immediately.

The City shall pay full premiums and absorb future increases through the term of this Agreement.

All full time members of the Fire Fighters Bargaining Unit and their families will be provided with a 50/50 dental plan with \$600 maximum per family member per year presently in effect.

ARTICLE 9
GRIEVANCE AND ARBITRATION

Section 9:1 - Grievance and Arbitration

Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner provided that the settlement of a grievance or arbitration shall not expand or modify this Agreement.

Step 1 - Submit Grievance to Chief

An aggrieved employee, through the Union, or the Union, in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the department within fifteen (15) business days after the occurrence or omission giving rise to the grievance (or within fifteen (15) business days after the Union receives notice thereof, if later). The Chief shall reply in writing within fifteen (15) business days thereafter. If no reply is received within the prescribed time limit, the matter may be appealed to the next step.

Step 2 - Submit Grievance to City Manager

If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the City Manager within fifteen (15) business days following the reply of the Chief. The City Manager shall reply in writing fifteen (15) business days thereafter. If no reply is received within the prescribed time limit, the matter may be appealed to the next step.

Step 3 - Arbitration

If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, within thirty (30) business days, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided.

If the parties cannot agree upon an arbitrator within seven (7) days of notice for arbitration, the party requesting the arbitration shall promptly file a demand for arbitration with the American Arbitration Association (AAA).

The Arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or the application of the Collective Bargaining Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement. With respect to arbitration involving the discipline or discharge of employees, the Arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed, and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall be the authority in cases concerning discharge, discipline, and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have had received (less compensation, if any, earned elsewhere during the period in question) which such compensation is attributable to the discharge, suspension or lay off period in issue and which would not have been earned otherwise, and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

The expenses of the arbitrator shall be shared equally by both parties.

ARTICLE 10
UNIFORMS, FIRE FIGHTING CLOTHES, EQUIPMENT

Section 10:1 - Kind and Amount Issued

The City shall furnish the following:

For all 24 hour personnel:

3 pair of trousers	1 cap badge
3 shirts	1 black tie
1 cap	1 uniform jacket

For Assistant Chief:

1 full dress uniform

For all 40 hour personnel:

1 dress uniform with cap	1 cap
3 white uniform shirts	1 black tie
3 pair of trousers	1 uniform jacket
1 badge	

Section 10:2 - Replacement, Repair and Maintenance of Uniforms

Uniforms and fire fighting equipment will be replaced by the City when they no longer fit or are presentable for wear. Employees who require a change in size of uniform or jacket because of weight gain shall be responsible for one-half (1/2) of the cost of each replaced item.

The employee shall be responsible for cleaning of issued uniforms and protective clothing.

Section 10:4 - Cleaning Allowance

Effective 7/1/89, a cleaning allowance of \$35 per month shall be paid monthly to all forty (40) hour personnel.

Effective 7/1/92, this cleaning allowance shall be \$45 per month.

Section 11:1 - Pension Benefits

The pension benefits for all bargaining unit employees set forth in the City Charter of the City of Bay City, Article 28, shall be incorporated herein by reference including the following changes: it is understood that upon attainment of an employee's 60th birthday, contributions by the employer and employee will cease and employee's benefits will be frozen as of that date. For any employee who has as of 7/1/80, attained the age of 60, his pension benefits will be frozen on 7/1/80.

The City of Bay City agrees to indemnify and save harmless the Bay City Fire Fighters Union, I.A.F.F. Local #1435, and its officers from and against all claims or suits based on the Age Discrimination in Employment Act (29 USC Section 621-634), or the Elliott-Larsen Civil Right Act (MCLA Section 37.2102 et seq.) or any other suit based on negligence or fact, damages, costs, losses and expenses arising out of the defense of that portion of Article II which provides for the cessation of contributions to the pension fund by the employer and the employee upon attainment of the employee's 60th birthday and for the freezing of the employee's benefits as of that date.

An employee will become vested in the pension plan after ten (10) continuous years of service.

Effective 7/1/89, an eligible employee's straight life pension shall equal $2 \frac{1}{2}\%$ of his final average compensation multiplied by the number of years of credited service and fractions thereof not to exceed 70% of maximum pension base. Employee contribution is 6%. Effective 7/1/90, employee contribution shall be 8%.

Effective 7/1/89, employee may retire after 28 years of service regardless of age, at full pension. The standard of 25 years of service with age 55 or 10 years of service with age 60 will continue.

Section 20 and all other applicable sections of the Policemen and Firemen Retirement System shall be amended accordingly.

Section 11:2 - Military Time

The City shall grant additional service credit up to three (3) years for active military service rendered prior to employment by the City. The additional military service credit would be used only in the computation of pension benefits; such credit would not be used to meet eligibility requirements for voluntary retirement.

The employee shall contribute six percent (6%) of his current rate of pay in effect at the time of his election for each year of service, plus simple interest at the rate of one percent (1%) per year for each year from the date of hire to the date of election and payment. The payment shall be in cash and paid within thirty (30) days prior to the retirement date. To be eligible for claiming such military time, the employee will be required to furnish proof of honorable discharge for the years claimed.

ARTICLE 11
PENSION BENEFITS

Section 11:3 - Pension Continuation for Deceased Retiree's Spouse

Upon the death of a retiree, the surviving spouse shall receive a pension equal to one-half (1/2) of the retiree's pension (regardless if the spouse remarries). Upon the said spouse's death, the spouse's pension shall terminate.

"Surviving Spouse" shall mean and be limited to the person to whom the member was married at the time the member last terminated their employment with the City.

Upon the spouse's remarriage, said spouse of a former employee, if at all possible, shall be covered by their new spouse's health insurance, and once eligible for such coverage, shall not be covered by the City's health insurance. Should health insurance benefits cease to be available to said spouse of a former employee, said spouse only shall once again be eligible for coverage by the City's health insurance as provided to retirees of the Policemen and Firemen Retirement System.

ARTICLE 16
RESIDENCY

- A. Employees shall be domiciled in the County of Bay, except as otherwise required as follows:
 - 1. Employees hired prior to 7/1/80, who at the rank of Captain or above elect to move, shall establish and maintain domicile within the City of Bay City or an adjacent municipality.
 - 2. Employees hired on or after 7/1/80, shall be domiciled in the City of Bay City.
- B. New hire employees shall have up to six (6) months from start of employment to establish domicile within the City of Bay City.
- C. Employees shall notify Personnel Department in writing of any change of address within ten (10) days of such change.
- D. Failure by an employee to comply with the provisions of this Article shall forfeit his employment--to be recorded as a resignation--following expiration of a 30 day written notice of failure to comply from the City Manager.
- E. Domicile is defined as the established, fixed, permanent, ordinary dwelling place and place of residency.

ARTICLE 20
DURATION

This Agreement shall be in effect the first day of July 1989, and shall remain in force and effect to and including June 30, 1993.

The parties agree to undertake negotiations for a new Agreement for succeeding periods according to the following timetable:

- A. Submission of Union's demands - January 15, 1993.
- B. Submission of City's demands - January 15, 1993.
- C. Negotiations to start February 15, 1993.
- D. Desired conclusions of negotiations June 15, 1993.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

All provisions of the new contract shall be retroactive to expiration date of present contract.

A modification to this Agreement, except for economic items, may be accomplished by mutual consent of both parties hereto during the term of this Agreement.

In witness whereof, the parties have executed this Agreement by their duly authorized representative the day and year above written.

Witnessed:

CITY OF BAY CITY, MICHIGAN
A Municipal Corporation

Mary L. Donnelly, Mayor

Connie Deford, City Clerk

Witnessed:

I.A.F.F. Local #1435, Bay City Fire
Fighters Union, AFL-CIO

Jerry Barbret, President

Gary Mueller, Vice President

Thomas Rhine

Michael Roznowski

Michael Woods

Gary Connelly

Approved as to form:

David D. Barnes, City Manager

Bruce M. Wagner, Personnel Dir.

Jerome Marchlewicz, Fire Chief