

Collective Bargaining Agreement

between the

**City of Westland**

and the

**Westland Firefighters Association  
Local 1279**

July 1, 2007 through June 30, 2012

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**CONTRACT BETWEEN THE CITY OF WESTLAND  
AND THE WESTLAND FIREFIGHTERS ASSOCIATION**

July 1, 2007-June 30, 2012

**ARTICLE 1**

**DURATION, PURPOSE, DEFINITIONS AND COVERAGE**

**A. DURATION OF CONTRACT.**

This Agreement effective July 1, 2007, by and between the City of Westland, a Michigan Municipal Corporation, hereinafter referred to as the City or Employer, and Local 1279 of the International Association of Firefighters, hereinafter referred to as the Union or Association, shall be binding upon the respective parties hereto until June 30, 2012. In the event negotiations extend beyond the expiration of this Agreement, its terms and conditions shall remain in full force and effect pending reaching a successor agreement.

**B. PURPOSE.**

The parties hereto have entered into this Agreement to incorporate understandings previously reached and other matters into a formal contract pursuant to the authority of Act 379 of the Public Acts of Michigan of 1965, as amended; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

**C. DEFINITIONS.**

“City” shall include the elected and appointed representatives of the City of Westland, Wayne County, Michigan.

“Union” shall include the officers and members of the Union. Whenever the singular number is used, it shall include the plural.

“Paramedic” shall refer to a Michigan State Licensed EMT-P who also meets all state and HEMS requirements, including Advanced Cardiac Life Support (ACLS) Certification.

“Specialist” shall refer to a Michigan State Licensed EMT-S who also meets all state and HEMS requirements.

"EMT Basic" shall refer to a Michigan State Licensed Emergency Medical Technician-Basic who also meets all state and HEMS requirements.

#### **D. COVERAGE.**

1. This Agreement shall be applicable to all employees of the Fire Department of the City, but excepting the Chief and the Deputy Chief thereof and also excepting civilian employees of the Fire Department. This Agreement shall also be applicable to new hire probationary employees, who shall be bargaining unit members pursuant to Article 2, section A, for purposes of collective bargaining. For purposes of discipline or discharge, new hire probationary employees shall have access to the grievance procedure through and including only Step 3 or may appeal such discipline or discharge to the Civil Service Commission pursuant to Act 78.
2. All changes in this Agreement shall be effective on the date of this Agreement unless otherwise stated. Retroactive pay raises shall be made as quickly as possible.
3. All other items of the Agreement shall be continued in their present language unless changed by this Agreement or unless changes were previously agreed to by the parties.

#### **E. OTHER AGREEMENTS**

The City shall not enter into any agreements with its Fire Department employees individually or collectively or with any other organization which in any way conflict with the provisions hereof.

#### **F. MUTUAL AID**

1. The City agrees to meet with bargaining representatives of the Union before entering into any future mutual aid pacts for the purpose of discussing and evaluating the provisions of such proposed pacts. However, it is expressly agreed and understood, that this provision shall not be construed so as to preclude or bar the City from entering into any future mutual aid pacts with any governmental units or agencies not presently party to any mutual aid pact with the City of Westland.
2. The City agrees to meet with bargaining representatives of the Union before changing existing mutual aid pacts. This provision shall not apply to any mutual aid pacts to which the City is now party to that may in the future be renewed or extended.
3. In the event that it appears that a participating city is unable to fulfill its responsibilities under a mutual aid pact, the City agrees to meet with union representatives to discuss the problem, provided that said discussions shall not



be construed or implied to impose any obligation on the part of the City to terminate or breach a mutual aid pact with any said city.

**G. SAVINGS CLAUSE.**

If any Article or Section of this Agreement or supplements thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement or supplements thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purposes of arriving at a mutually satisfactory replacement for such article or section.

## ARTICLE 2

### AGENCY SHOP-DUES DEDUCTION

#### A. RECOGNITION.

The City recognizes the Union as sole and exclusive bargaining representative of the employees of the Fire Department. Employees who do not wish to join the Union need not do so providing they comply with Article 2-B.

#### B. DUES DEDUCTION

1. The City will deduct, as dues, from the pay of each employee from whom it receives authorization to do so. The authorization will state the required amount to be deducted as dues. One deduction shall be made from the employee's pay in a calendar month. If the employee has no pay for such pay period, such dues shall be deducted from his/her pay in subsequent pay periods in such calendar month.
2. The City will deduct from the pay of the employees in any month, only the Association Membership dues becoming due and payable in the month. Any duplication of payment will be the liability of the employee and the Association. Said membership dues and assessments shall be forwarded to the Association within seven (7) days from the day the affected paychecks are issued.
3. The Association will notify the City in writing of any changes of dues thirty (30) days prior to the effective date of such changes.
4. Any permanent employee who is not a union member, shall, as a condition of employment, pay to the Union a service fee proportional to the collective bargaining costs of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the employer. This shall not apply to the Chief or Deputy Chief.

#### C. OTHER ORGANIZATIONS.

Employees may belong to other organizations but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions or employment or in derogation of the exclusive bargaining agency of this Union.

## ARTICLE 3

### UNION ACTIVITIES

#### A. GENERAL

Employees and their Union Representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid purpose, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation or public employment or their betterment, all free from any and all restraint, interference, correction, discrimination or reprisal.

#### B. RELEASE TIME

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of the agreement. The Association shall notify the City of the names and titles of their representatives within one week after their appointment. No representative will be permitted to act as such until the City is advised that the person has become a representative.

1. Effective upon ratification of this agreement, three (3) paid release days shall be granted a properly designated delegate or alternate to the National I.A.F.F. biennial Convention. No more than two (2) union representatives (either delegates or alternates) shall be eligible for paid release on any work day.
2. Effective upon ratification of this agreement, time off with pay, shall be granted six (6) delegates and alternates to the MPFFU biennial State convention. It being understood that no more than two (2) delegates or alternates will be off duty on any work day.
3. Employees may use Personal Leave, Vacation Days, Compensatory Time, or Trade Days to attend the aforementioned conventions.
4. Time off, with pay, shall be granted for Executive Board members to attend 4<sup>th</sup> District meetings.
5. Each union executive board member shall be granted twenty-four (24) hours of paid union release time per contract year. The release time shall only be used for official union business (not for attendance at a convention), and must be approved by the Chief of the Department prior to use.

**C. BULLETIN BOARDS.**

The Union shall be provided suitable bulletin boards, including at least one (1) at each Fire Station, for the posting of Union notices or other materials relating to the activities of the Union. Such boards shall be identified with the name of the Union. The Union shall designate, in writing, persons currently responsible for such boards, who shall maintain such boards in a neat manner.

**D. MEETINGS.**

Union Meetings will be held at Fire Station 1 on the third Wednesday of each month (except the November meeting which shall be the first Wednesday of the month) at 8:30 a.m. The employer shall not schedule training, public education or other, non-emergency events during the a.m. hours of Union Meeting days. In the event that a scheduling conflict occurs, the employer shall provide the Union with written notice, one week in advance, and the meeting will be moved as defined in the Union's Constitution and by-laws.

**E. VISITS BY ASSOCIATION REPRESENTATIVES.**

The employer agrees that accredited representatives of the Association, State, County, District or International Representatives, shall have full and free access to the premises of the employer at any time during working hours, to conduct union business pertinent to the facility upon notifying the Chief of the Department. The understanding being that in no way will emergency service be disrupted.

**F. SPECIAL CONFERENCES.**

1. Special conferences for matters other than grievances will be arranged between the Union President and the employer or its designated representatives, upon the request of either party. Such meetings will be between the representatives of the employer and at least two (2) representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matter (s) to be taken up at the meeting shall be presented at the time the conference is requested in writing. Special conferences shall be held at a time mutually agreeable to the parties, Association members shall not lose any time or pay in the event such special conferences are held during the members working hours.
2. Any employees subject to reprimand or other disciplinary action, written or oral, shall be so advised and may request the presence of an Association representative.

3. Contract bargaining sessions shall be held at a mutually agreeable time. Agreement as to time and place must come from a majority of the Bargaining Committee of the Union.

**G. FILE SPACE.**

The Association shall be provided suitable space at Station Number 1 for files and office equipment so long as normal station operations are not impeded.

**H. COPIES OF CONTRACTS.**

The City shall provide each member of the Association with a copy of this Agreement within thirty (30) days from ratification.

**I. BARGAINING COMMITTEE.**

The Union Bargaining Committee shall consist of four (4) Union representatives and legal counsel.

## ARTICLE 4

### CITY'S RESPONSIBILITIES

It is recognized by the parties that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all legal prerogatives of the City shall be paramount and shall be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are:

All rights involving public policy, the right to decide the number and location of stations, and the maintenance and repair thereof, and the right to assign personnel to various stations, together with the selection, procurement, designing, engineering and control of equipment and materials. It is further recognized that the selection and direction of the working forces including the right to hire, suspend or discharge, assign, promote or transfer to determine the hours of work and to relieve employees from duty because of the lack of work are solely the responsibilities of the City. The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain thereto.

The Employer shall not institute a volunteer or part paid fire fighter program.

## **ARTICLE 5**

### **STRIKES AND LOCKOUTS**

It is mutually agreed between the parties hereto that the Association will not call, authorize or participate in any strike during the term of this Agreement and that the City will not engage in any lockout of employees during the term of said Agreement.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### A. PURPOSE.

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any firefighter with a grievance to discuss the matter informally with any appropriate member of the Administration.

#### B. DEFINITION.

1. A "Grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a firefighter works allegedly caused by a violation, difference or dispute as to the meaning or application of the provisions of this Agreement or existing laws.
2. The term "Employee" includes any individual or group who is a member of the bargaining unit covered by the contract.
3. The term "Grievance Processor" refers to the person appointed by the Union who verifies the legitimacy of the grievance, ensures accuracy, and assigns the grievance number. This person shall also submit the grievance to Step # 1 of the grievance process.
4. Any reference to working days shall be applicable to the work schedule of the aggrieved.

#### C. PROCEDURE

1. A grievance may be presented at the lowest possible level for discussion and informal resolution. If informal resolution does not take place at the lowest level then the next practical level of informal resolution shall be sought.
2. The time spent at seeking an informal resolution shall not be counted against the time limits, which are defined in Article 6, F. 1. In order to document that informal resolution is being sought, either the company officer or shift commander must place an entry in their daily report. If informal resolution is being sought through the Deputy Chief of Chief, no such entry must be made in a daily report.



3. A claim which cannot be settled equitably through informal discussion, may be submitted as a written grievance as follows:

**Step 1**

Any employee who feels aggrieved may present his/her type written or computer generated written grievance to his/her shift commander. Once the written grievance has been presented to the employee's shift commander, the shift commander will within ten (10) calendar days meet and discuss the grievance with the grievant and the Grievance Processor. Within ten (10) calendar days after such a meeting, the shift commander shall answer the grievance in writing to the Grievance Processor with a copy to the President of the Association, the grievant, the shift commander and the Chief of the Department.

**Step 2**

If the grievance is still unsettled, the grievance committee member, the aggrieved and the President of the Association, or his/her designated representative may, within ten (10) calendar days, after the shift commander's response is due, appeal it to the Chief of the Department or his/her designated representative. The Chief of the Department will within ten (10) calendar days, meet and discuss the grievance with the Grievance Processor, the grievant and the President of the Association. Within ten (10) calendar days after such meeting, the Chief of the department shall answer the grievance in writing to the President of the Association, with a copy to the grievant and the Grievance Processor.

**Step 3**

If the grievance is still unsettled, the President of the Association may appeal the grievance to the Director of Personnel within ten (10) calendar days of receipt of the Department Chief's answer. The Director of Personnel or his/her designated representative, shall within ten (10) calendar days of such appeal meet with the grievance committee member, the aggrieved and the President of the Association or his/her designated representative. The Director of Personnel shall give his/her written, dated and signed disposition of the grievance within ten (10) calendar days after such a meeting to the President of the Association.

**Step 4**

If after receiving the grievance, the Association feels the disposition is still not satisfactory, it may within thirty (30) calendar days after the answer is due, and by written notice to the other party, request arbitration. Within ten (10) days following the notice of arbitration, both parties will attempt to select an Arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an Arbitrator, within ten (10) days, the Association will make a request to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the Arbitrator. The Arbitrator so selected under either procedure will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close

of the hearings. The Arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning and conclusion on the issue submitted.

The power of the Arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the Arbitrator shall determine if the discharge or discipline was for just cause; and he/she may review the penalty imposed and if he/she shall determine it to be inappropriate and /or unduly severe, he/she may modify it accordingly. The Arbitrator shall have the authority in cases concerning discharge, discipline and /or other matters, if he/she shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received. The Arbitrator's award shall be final and binding on the parties and affected employees. The above grievance procedure shall be exclusive of the procedures of Act 78, P.A. 1935, as amended, and the employee or Union acting on behalf of the employee or employees, shall not utilize Act 78 procedures after proceeding through the above grievance procedures to arbitration.

#### **D. APPEAL TO CIVIL SERVICE COMMISSION.**

##### **Step 1**

If the grievance is not adjusted at the third (3<sup>rd</sup>) step, as to any matter recognizable under the provision of Act 78, P.A. 1935, as amended, and the member believes that he/she has grounds for appeal, the member shall give the Civil Service Commission written notice, with a copy to the City Director of Personnel, of the unadjusted grievance, on forms supplied by the Association.

##### **Step 2**

This appeal shall take place within thirty (30) calendar days after the member has been furnished with the written decision of the City's representative on the Pre-Arbitration Panel.

##### **Step 3**

In the event the Civil Service Commission does not make an adjustment of the grievance satisfactory to the member, he/she shall have the immediate right of appeal to the Circuit Court for Wayne County as provided under Act 78 above.

#### **E. MISCELLANEOUS.**

1. No grievance, verbal or written, withdrawn or dropped by the member or Association or granted by the City, prior to the final step of the grievance procedure, will have any precedent value.

2. The Association shall have the right, through its Executive Board to file a grievance directly with the Chief of the Fire Department at Step 2 of the grievance procedure if the Executive Board and/or the Association believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Association shall be deemed to be the grievant.
3. During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
4. There shall be no reprisals of any kind by administrative personnel taken against the grievant, or any party in interest or his/her Association representative, any member of the Grievance Committee, or any other participant in the procedures set forth herein by reason of such participation.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. The costs for the Arbitrator's services, including his/her expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.
7. Effective upon ratification, all members of the Executive Board and/or the Grievance Committee called back by the Chief or Shift Commander (by direction of the Chief) from off duty for any grievance or Association business shall be compensated at the rate of time and one-half with a minimum of two hours.

## **F. TIME LIMITS**

1. Time Limits: No grievance or claim shall be valid unless same is presented and filed within thirty (30) calendar days after the occurrence or within thirty (30) days after the matter shall become known to the employee and/or the Union. Any claim or grievance not filed within the prescribed time limit, or not pursued in a timely manner in accordance with the time limits as set forth in this Article, shall be barred and held for naught.
2. Retroactivity on Claims for Back Pay:
  - a. The City shall not be required to pay back wages more than thirty (30) calendar days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, adjustments may be retroactive to the beginning of the pay period covered by such pay, so long as the employee has filed his/her grievance thirty (30) calendar days after receipt of such pay.

- b. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less compensation, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been otherwise earned.

**G. TIME LIMITS BETWEEN STEPS.**

1. If the deadline date for a response by the City or the Union under this Article falls upon a day when City offices are closed, the deadline shall be the next business day.
2. Time limits between the various steps may be waived and/or extended by mutual written agreement.

## ARTICLE 7

### WAGES REIMBURSEMENTS AND PAY

#### A. COURT APPEARANCE (DUTY RELATED).

1. Any employee called to appear or testify in Court on an off-duty day in his/her official capacity as related to this Department shall receive overtime pay in accordance with Article 7, Section R, 1&2.

#### B. FOOD ALLOWANCE.

1. The City shall provide an annual food allowance for each firefighter assigned to a 50.4 hour workweek, payable quarterly. The annual amounts shall be as follows:

Effective 7/1/2007 the amount will be \$1,137.30

Effective 7/1/2008 the amount will be \$1,185.55

Effective 7/1/2009 the amount will be \$1,246.86

Effective 7/1/2010 the amount will be \$1,297.30

Effective 7/1/2011 the amount will be \$1,336.22

2. Each employee working a 50.4 Hour workweek shall participate in the food allowance program.
3. No meals may be taken outside the station.
4. No lunches will be carried by any Firefighter to be consumed while on duty; and all Firefighters shall participate in the on-the-job meal program and in proper housekeeping of the facilities of the Fire Department.
5. It is the intent of the food allowance program to compensate firefighters for meals which must be consumed while on duty.

#### C. HOLIDAY PAY.

1. Effective upon ratification of this agreement, the following shall constitute the recognized holidays for which all firefighters assigned to a 50.4 Hour workweek will be paid:
  1. New Year's Day
  2. Lincoln's Birthday
  3. Washington's Birthday
  4. Good Friday

5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving Day
12. Christmas Eve Day
13. New Year's Eve Day
14. Christmas Day

2. All firefighters on a 50.4 Hour schedule shall receive fourteen (14) days pay at one-half (1/2) their regular daily rate for the fourteen (14) holidays listed above. Such payment shall be payable annually as part of the last payroll, in November, and shall be payable whether or not the employee has worked a holiday. The payment of holidays shall be for the current calendar year.
3. 40 Hour Personnel shall be allotted one hundred thirty-two (132) hours of Holiday Pay per year. Each holiday, unless otherwise designated, shall be eight (8) hours. The recognized holidays for 40 Hour personnel are:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday (4 Hours)
6. Easter Sunday
7. Memorial Day
8. Independence Day
9. Labor day
10. Columbus Day
11. General Election Day
12. Veteran's Day
13. Thanksgiving Day
14. Day after Thanksgiving Day
15. Christmas Eve Day
16. Christmas Day
17. New year's Eve Day

4. 40 Hour employees are expected to work on the following holidays unless otherwise scheduled off duty (e.g. compensation time, personal leave, etc.):

1. Martin Luther King Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday (4 Hours)

5. Columbus Day
6. General Election Day
7. Veteran's Day
8. New Year's Eve Day

**D. JURY DUTY PAY.**

Employees called for jury duty shall be paid as follows:

1. If scheduled for jury duty on a duty day, the employee shall be released from duty for the time period required to serve on the jury.
2. Employees called for jury duty shall be paid the regular day's pay for each duty day they are acting as jurors.
3. The employee shall return to duty at the end of the jury duty day, unless they have been assigned a case which will resume the next day. In that event, the employee shall be released for the balance of shift.
4. The employee must provide proof of jury duty service.
5. Any jury pay received by the employee, for jury service on a regularly scheduled duty day, shall be given to the City of Westland.

**E. LONGEVITY PAY.**

1. Employees shall receive two hundred forty (\$240.00) dollars for three (3) years of service and eighty (\$80.00) dollars per year for each year of service thereafter. Payment of longevity pay shall be made as part of the first payroll during January of each year.
2. The anniversary date for the purpose of determining eligibility for longevity pay shall be the date of appointment to the Westland Fire Department, as the case may be.
3. If an employee takes an unpaid leave of absence, his/her seniority date shall be determined as date of hire plus the number of days he/she is off the Department rolls.
4. An employee who voluntarily quits shall forfeit all seniority for rehire purposes. If rehired, his/her seniority commences as of rehire date.
5. It is understood that longevity payments are awards for service to the City of Westland, but department seniority may not be transferred from another department within the City.

**F. MILEAGE**

Mileage shall be compensated to all employees by the receipt of a mileage bonus. The mileage bonus shall be fifty (\$50.00) dollars per contract year, and shall be paid once per year, on the first payday in July. The bonus shall be considered as adequate compensation for all use of a private vehicle, except for special circumstances where use of a private vehicle is approved for attendance at a department-related function outside a 60 mile radius from the City of Westland. In that event, round trip mileage from the station, which is in excess of 120 miles, shall be paid at the prevailing recognized IRS rate for mileage reimbursement.

**G. PROMOTIONAL WAGE.**

On promotion the employee shall receive full pay for that rank.

**H. SERGEANT APPARATUS SUPERVISOR BONUS.**

1. The position of Sergeant Apparatus Supervisor will be open for bid to all Driver-Engineer Sergeants on each respective platoon each bid period. The position will be awarded to the bidding Driver-Engineer Sergeant with the highest seniority on his/her respective platoon.
2. Sergeant Apparatus Supervisor bonus shall be calculated as eight percent (8%) of Sergeant's base pay, payable quarterly, on the same schedule as food allowance.
3. Sergeant Apparatus Supervisors who serve less than the normal bid period (due to promotion, reassignment, retirement, etc.) shall only be entitled to a prorata share of the Sergeant Apparatus Supervisor bonus

**I. EMERGENCY MEDICAL TECHNICIAN (EMT) PAY.**

1. EMT/EMS bonuses shall be paid as follows effective for personnel certified as:

|                |        |
|----------------|--------|
| EMT Basic      | \$1500 |
| EMT Specialist | \$2000 |
| EMT Paramedic  | \$2500 |
2. The City will provide training as necessary to maintain EMT personnel as EMT-Basic certified.
3. The EMT/EMS payment shall be payable on the second payday of each July. In the event an employee leaves the City's employ for any reason, the employee shall return to the City prorata portion of that year's EMT/EMS bonus to be prorated by the day for each day on the payroll for that contract



year. Any employee who is not on the payroll shall receive a prorata amount when the employee becomes certified.

## **J. ADANCED LIFE SUPPORT ASSIGNMENT PAY.**

Advanced Life Assignment pay shall be as follows:

1. Those certified, assigned, and acting on duty as an EMT-S shall receive an additional five percent (5%) of their hourly base pay for all hours worked by the employee in capacity of an ALS provider, except as provided under Article 7, Section L, 5.
2. Those certified, assigned, and acting on duty as an EMT-P shall receive an additional ten percent (10%) of the hourly base pay for all hours worked by the employee in capacity of an ALS provider.
3. Effective July 1, 2004 employees with EMT-Basic, EMT-Specialist or EMT-Paramedic certification shall receive a minimum annual (July 1 to June 30) ALS payment under paragraphs 1 and 2 above of \$2,000. Effective July 1, 2005, such employees duly promoted to the rank of Captain and above (not by upgrade) shall receive this \$2,000 minimum annual ALS payment in addition to such hourly payments that they may receive pursuant to paragraphs 1 and 2 above. Said payments shall be made on the second pay day in August for the previous year.

## **K. UNIFORMS.**

### **1. Uniform Allowance**

- a. Each employee shall a Uniform Allowance on the first payday of October by separate check for the care, refurbishing and maintenance of their clothing. This amount will cover loss or damage to all personal clothing or personal property. The annual payment for such uniform allowance shall increase as follows:

Effective October 1, 2007 the amount will be \$1,066.75

Effective October 1, 2008 the amount will be \$1,113.58

Effective October 1, 2009 the amount will be \$1,172.74

Effective October 1, 2010 the amount will be \$1,221.69

Effective October 1, 2011 the amount will be \$1,258.34

- b. Clothing allowance will be paid for the previous twelve (12) months service, and shall be computed at the rate of 1/12 of the annual amount for each month of service.

- c. Following six (6) months of service new employees shall receive a prorata share of his/her uniform allowance and in addition shall be supplied with one uniform winter jacket.
- d. Following successful completion of probation, each employee in the Firefighting Division, shall be supplied with a complete dress uniform. This shall include a cap, shirt, tie, pants, belt, and all necessary hardware to complete said uniform (e.g. badge, buttons, service stars, etc). The employee shall be responsible for maintenance of same.
- e. Following successful completion of six (6) months of promotional probation, each new member of the 40 Hour division shall be supplied with a winter jacket (if different from the Firefighting Division winter jacket) which is approved by the Chief for use by 40 Hour personnel.
- f. If uniforms are changed, the City shall supply each firefighter with the initial change.

2. Protective Clothing

The City shall furnish all protective clothing required by employees. The City shall replace or repair clothing/equipment as needed. If an employee wishes to appeal the Fire Chief's denial of a request to replace or repair protective clothing or equipment, he may do so to the Safety Committee whose decision shall be final for clothing/equipment costs up to two thousand five hundred (\$2,500.00) dollars.

3. Stolen Equipment or Gear. The City shall replace, at its expense, any gear or uniform items stolen from Department vehicles or vacated Department buildings.

**L. UPGRADE PAY.**

- 1. All employees with more than two (2) years department seniority, who have successfully completed their department or promotional probation, shall be eligible for upgrade.
- 2. Upgrade pay shall be calculated as ten percent (10%) of that persons hourly rate for base pay, times the number of hours worked in that higher classification.
- 3. Upgrade pay shall be paid for all hours worked in the upgrade position.
- 4. An employee shall not receive both upgrade pay and hourly Advanced Life Support Assignment pay (EMT-S or EMT-P) concurrently. In this situation, the employee shall receive only hourly ALS pay.

5. In the event that an employee is working concurrently as an EMT-S and out-of-class upgrade, they shall receive the ten percent (10%) upgrade pay.

**M. WAGES.**

| RANK     | 7/1/2006 | 7/1/2007 | 7/1/2008 | 7/1/2009 | 7/1/2010 | 7/1/2011 |
|----------|----------|----------|----------|----------|----------|----------|
|          |          | 2%       | 2%       | 3%       | 2%       | 3%       |
| FF Start | 39202    | 39986    | 40786    | 42009    | 42850    | 44135    |
| FF 6     |          |          |          |          |          |          |
| MO       | 42002    | 42842    | 43699    | 45010    | 45910    | 47287    |
| FF 1     |          |          |          |          |          |          |
| YR       | 44803    | 45699    | 46613    | 48011    | 48972    | 50441    |
| FF 2     |          |          |          |          |          |          |
| YR       | 47603    | 48555    | 49526    | 51012    | 52032    | 53593    |
| FF 3     |          |          |          |          |          |          |
| YR       | 50405    | 51413    | 52441    | 54015    | 55095    | 56748    |
| FF 4     |          |          |          |          |          |          |
| YR       | 53204    | 54268    | 55353    | 57014    | 58154    | 59899    |
| FF 5     |          |          |          |          |          |          |
| YR       | 56004    | 57124    | 58267    | 60015    | 61215    | 63051    |

**N. OFFICER WAGE DIFFERENTIAL.**

Effective July 1, 1998, an eleven percent (11%) wage differential shall be maintained between a five (5) year Firefighter and a Driver-Engineer Sergeant. Also effective July 1, 1998, a nine percent (9%) wage differential shall be maintained between a Driver-Engineer Sergeant and a Captain. A nine percent (9%) wage differential shall be maintained between a Captain and a Battalion Chief. A nine percent (9%) wage differential shall be maintained between a Battalion Chief and an Assistant Chief.

**O. MISCELLANEOUS.**

Any member of the Union required, during his/her leave days, to make trips to the Department tailor, Department physician, or the Chief's office (including City Offices) shall be paid according to Article 7, Section R, 1 & 2.

**P. PAYROLL DEDUCTIONS.**

The City Finance Department shall take the necessary steps to allow, at the employee's request, and to the extent that the law permits, deductions to be made from paychecks for credit union deposits or payments, special insurance, saving bonds, separate segregated funds, or tax sheltered savings programs. If the employee's check is directly deposited into a bank or institution, all of the employee's checks will be deposited in the same manner.

**Q. ON CALL PAY.**

As compensation for on call status, all employees assigned to a 40 Hour schedule, shall be paid the sum of six hundred (\$600.00) dollars, payable the second payday each July.

Effective 7-1-07 such payment will be \$1137.30.

Effective 7-1-08 such payment will be \$1185.55

Effective 7-1-09 such payment will be \$1246.86

Effective 7-1-10 such payment will be \$1297.30

Effective 7-1-11 such payment will be \$1336.22

In the event an employee leaves the employment of the City, the employee shall return to the City a prorata portion of that year's on call pay, to be prorated by the day for each day on the payroll that contract year.

**R. OVERTIME PAY-MUTUAL AID PAY.**

1. Employees shall receive overtime pay for all overtime hours worked.
2. Overtime pay shall be calculated as the number of hours of overtime worked, multiplied by a factor of one and one-half (1 ½).
3. Employees responding to an alarm prior to the end of their shift shall be permitted to continue, beyond the end of the shift, until that run is complete.
4. Overtime shall no longer be credited to a compensatory time bank, but shall be paid to employees at their current hourly rate at the end of the next bi-weekly pay period immediately following the pay period in which the overtime was earned. Employees may request payment of at least eight hours of compensatory time at their current hourly rate at the end of the next bi-weekly pay period immediately following the pay period in which the compensatory time was requested. All hours in the compensatory time bank shall be paid to the employee at the employee's most recent hourly rate (or his heirs or beneficiaries in the case of employee's death) upon separation of service.
5. Fire department employees who participate, on their off duty time, in fire related educational functions, i.e. fire demonstrations and talks of the citizens of Westland, (at the request of the Chief of the Department), shall be paid at the rate of time and one half (1 ½), with a minimum of two (2) hours.
6. 50.4 Hour personnel who are called in for overtime through the use of the call-back system shall receive a minimum of four (4) hours of overtime.
7. 40 Hour personnel who are called in for overtime to respond to an incident involving Fire Prevention, Public Education (Juvenile Fire setter), or EMS shall receive a minimum of four (4) hours of overtime.

8. No overtime shall be paid for contract negotiation sessions, Duty release time pursuant to Article 3, Section B, shall be given for contract negotiations.
9. Pay for mutual aid and civil disturbance(s) (involving a mutual aid event) will be double-time or two (2) times the hourly rate. Mutual Aid will be paid for on the payday next following the pay period in which the mutual aid was worked.

## **S. TECHNOLOGICAL BONUS.**

The purpose of this section is to insure that 40 Hour employees and FF Division Battalion Chiefs acquire and maintain required knowledge and skills on a continual basis for the performance of their duties in a professional manner. Technological Bonuses will be payable the second payday of each July, effective July 1998. 40 Hour employees and FF Division Battalion Chiefs shall only be eligible for one (1) level of technological bonus within their division (e.g. LEVEL I or LEVEL II or LEVEL III). 40 Hour employees and FF Division Battalion Chiefs shall be offered the opportunity to attend training and certification through level III. Licensure, certification, and membership fees shall be paid by the City. Effective July 1, 2005, 40 hour employees shall receive Technological Bonuses as set forth below.

### **1. FIRE PREVENTION**

#### **a. LEVEL 1 (\$1,000)**

Requirements to receive a Level 1 Technological Bonus:

1. Is a Fire Inspector I as described in NFPA 1031.
2. Remains current with Westland Fire Prevention Regulations and Ordinances.
3. Remains current with BOCA National Fire Prevention and Building Codes.
4. Current member of Metro Detroit Fire Inspectors Organization.
5. Stays abreast of current trends and technologies with respect to Fire Investigation.

#### **b. LEVEL II (\$2,000)**

Requirements to receive a Level II Technological Bonus:

1. Meets Fire Prevention Level I requirements, and attends and completes at least (2) Arson Investigation classes or seminars annually.
2. Is a Fire Inspector II as described in NFPA 1031.

3. Current member of the International Association of Arson Investigators-Michigan chapter.

**c. LEVEL III (\$3,000)**

Requirements to receive a Level III Technological Bonus:

1. Meets Fire Prevention Level I & II requirements, and attends and completes at least (4) Arson Investigation classes or seminars annually.
2. Is a Fire Inspector III as described in NFPA 1031.
3. Has attended NFA, Staff and Command, or similar Fire Administrative school of higher learning.
4. Stays abreast of the National Incident Management System and Homeland Security issues with respect to Prevention and Investigation.

**2. TRAINING AND EDUCATION**

**a. LEVEL I (\$1,000)**

Requirements to receive a Level I Technological Bonus:

1. Demonstrates working knowledge and competency pertaining to all related training and safety standards for the Fire Service (ex. MIOSHA Part 74, NFPA standards, etc.)
2. Member of the Southeast Michigan Fire Chiefs Association.
3. Has completed State Fire Officer I.
4. Current in the trends and technologies in the field of Fire Fighting.
5. Produces and administers a system for regular accounting of expenses, equipment, and activities applicable to position.

**b. LEVEL II (\$2,000)**

Requirements to receive a Level II Technological Bonus:

1. Meets Training and Education Level I requirements, and attends and completes at least (2) Fire, EMS, or Administration related seminars annually.
2. Attends School of Higher Learning and has completed State Fire Officer II.
3. Has knowledge of the National Incident Management System and Homeland Security issues and ensures programs relevant to those issues are presented to department personnel.
4. Ensures public and department training programs are developed and presented on a regular basis.

**c. LEVEL III (\$3,000)**

Requirements to receive Level III Technological Bonus:

1. Meets Training and Education Level I & II requirements, and is able to formulate an annual program budget, as well as effectively manage expenditures.
2. Participates as a member of the Southeast Michigan Fire Chiefs Association, the Western Wayne County Mutual Aid Association, and keeps abreast of changes affecting the fire department.
3. Current member of the International Association of Fire Chiefs (IAFC).
4. Has completed State Fire Officer III.
5. Has attended NFA, Staff and Command, or similar Fire Administrative school of higher learning.

**3. EMS COORDINATOR**

**a. LEVEL I (\$1,000)**

Requirements to receive a Level I Technological Bonus:

1. Proper Maintenance of all Mandated License and Certifications.
2. Member of the Southeast Michigan Fire Chiefs Association.
3. Current in the Trends and Technologies in the field of Emergency Medical Service Delivery and Management.
4. Member of the International Association of Fire Chiefs (IAFC).
5. Develops and manages an EMS Quality Assurance Program and an EMS Vehicle Specification Program.

**b. LEVEL II (\$2,000)**

Requirements to receive a Level II Technological Bonus:

1. Meets EMS Coordinator Level I requirements, and attends and completes at least (2) EMS Education related seminars annually.
2. Attends School of Higher Learning and is a Certified Instructor Coordinator.
3. Participates in HEMS meetings and provides input for Protocol Development and keeps abreast of changes in EMS requirements.
4. Plans, develops, activates, and monitors the departments performance at optimum levels.

**c. LEVEL III (\$3,000)**

Requirements to receive a Level III Technological Bonus:

1. Meets EMS Coordinator Chief Level I & II requirements, and is able to formulate a budget for the Fire Suppression Division, as well as manage all expenditures of that division.
2. Is a member of the Southeast Michigan Fire Chiefs Association, and keeps abreast of changes affecting the EMS service.
3. Has current knowledge of, and ensures EMS division compliance with, the National Incident Management System and Homeland Security issues.

**4. FIREFIGHTING BATTALION CHIEF**

**a. LEVEL I (\$1000)**

Requirements to receive a Level I Technological Bonus:

1. Demonstrates working knowledge and competency in the Incident Management System as defined and used by the Westland Fire Department.
2. Current in the Trends and Technologies in the field of Emergency Response.
3. Consistently implements the proper level of the accountability system and utilizes the mobile computer software as appropriate.
4. Supports and participates in training classes offered by the Asst. Chief of Training and Education.
5. Meets, or exceeds, the requirements of Fire Officer II defined in NFPA 1021 as they apply to the Westland Fire Department.

**b. LEVEL II (\$2000)**

Requirements to receive a Level II Technological Bonus:

1. Meets Firefighting Battalion Chief Level I requirements.
2. Has attended and completed at least one Fire and/or EMS Education Seminar annually as determined by the Chief.
3. Member of the International Association of Fire Chiefs (IAFC)
4. Meets, or exceeds, the requirements of Fire Officer III defined in NFPA



**c. LEVEL III (\$3000)**

Requirements to receive a Level III Technological Bonus:

1. Meets Firefighting Battalion Chief Level I & II requirements.
2. Has attended school of higher learning in Fire/EMS discipline such as the National Fire Academy, or comparable course as designated by the Chief.
3. Is State Certified Fire Officer III.
4. Develops and administers training in cooperation with Asst. Chief of Training and Education.

## ARTICLE 8

### HOURS OF EMPLOYMENT

#### A. WORK SCHEDULE

1. Firefighting function:

The regular workweek shall be an average of fifty and four-tenths (50.4) hours per week on a California three (3) platoon system. Equalization between the 56 hour schedule of the California 3 platoon system and the 50.4 hour average work week shall be accomplished by employees receiving one 24 hour work day (Compensation and Equalization Day or CE Day) scheduled off every ten work days. Overtime shall be paid to those employees whose average workweek exceeds fifty and four-tenths (50.4) hours. A work day shall be 24 hours, from 8:00 a.m. to 8:00 a.m.

2. Fire Prevention, Training and Public Education Function:

For the Fire Prevention Training and Public Education Function, the work week shall be eight (8) hours per day and five (5) days per week.

- a. The work day shall be from 8:00 a.m. to 4:00 p.m. The work day shall be (8) hours per day. Employees shall receive a thirty (30) minute paid lunch period.
- b. Upon the mutual agreement of the employee and the Chief, the employee's starting or quitting time may be adjusted to accommodate special programs or work assignments for a particular day. (An example of the foregoing would be inspection of facilities not open during regular hours of 40 Hour employees.)
- c. Upon mutual agreement of the Chief and a 40 Hour employee, the employee can be scheduled to either a 4-day 10 hour schedule or a 5 day 8 hour schedule per week.
- d. Fatigue time- In the event a 40 Hour employee works overtime prior to the normal work schedule, he/she shall be entitled to be off duty for a period of six (6) hours, commencing with the end of overtime period before he/she is required to report to work for his/her next normal work day. Should any part of the six (6) hour rest period coincide with the employee's normal workday, he/she shall suffer no loss of straight time pay normally earned for such workday.

## **B. TRADING OF DAYS**

1. Employees shall be permitted to voluntarily trade work or leave days with employees on the same work schedule.
2. No trade time shall be in effect unless the Shift Commander has been notified of the trade.
3. All trades are subject to the Shift Commander's approval, but no trade will be denied without cause. Cause shall include, but not be limited to, a person lacking the skills and knowledge necessary to perform the tasks associated with the job. Denial of trade time will require the Shift Commander to give a written explanation for the denial of trade time with a copy to be forwarded to the chief of the Department.
4. Trade time forms must be signed by all parties prior to any trade approval by the shift commander except in cases of short periods of trade time (standby) and extenuating circumstances where voice contact by both parties is made to the Shift commander, in which event, trade forms will be completed the next day the employee reports for duty.
5. The substituted employee shall assume the seniority and duties of the firefighter replaced. After trade forms have been signed by both parties, the substitute shall assume all responsibility for failure to report for or remain on duty.
6. The substituting employee shall remain on duty for the full duration of the approved trade, unless he/she must leave due to personal business (Personal Leave), funeral leave, or due to illness (Sick Leave).
7. The substituting employee shall not be allowed to use Compensatory Time.
8. The substituting employee shall not be allowed to use Release Time unless that time has been approved by the Chief.
9. The minimum amount of trade time shall be two (2) hours.
10. Short periods of trade time (stand-by) of up to two hours shall be allowed for any manpower coverage including during station transfers and emergency situations without trade forms signed by both parties.
11. All trades must be equalized within twelve (12) months.

## ARTICLE 9

### MANPOWER

Under the supervision of the Chief of the Department there shall be:

#### A. FIREFIGHTING DIVISION.

1. *A Deputy Chief* of the Fire Fighting Division who shall be in second overall command of the Fire Department and whose duties shall be prescribed in the rules and regulations of the department.
2. *Battalion Chiefs*. Each shift or Battalion shall have as its commander an officer of the rank of Battalion Chief who shall be in command of all personnel in all stations of the Firefighting Division on his/her shift or Battalion. In general, Battalion Chief's shall carry out and see that they are carried out, all the duties for ranking officers as set forth in the rules and regulations of the department.
3. *Captains*. Captains, who shall be in command of all personnel and equipment in each station to which they are assigned as set forth in the rules and regulations of the department and by ranking officers. Each station shall have one (1) Captain per platoon.
4. *Driver-Engineer Sergeants*. They shall perform the duties of Driver-Engineer Sergeants as set forth in the rules and regulations of the Department.
5. *Sergeant Apparatus Supervisors*. There shall be a bidded position for one Sergeant Apparatus Supervisor per platoon whose duties shall be set forth in the rules and regulations of the Department.
6. *Firefighters*. Such firefighters as the city may from time to time provide under budgetary appropriation whose duties shall be as specified in the rules and regulations of the Department.

#### B. FIRE PREVENTION DIVISION.

1. *An Assistant Chief of Fire Prevention-Fire Marshal* who shall be third in overall command of the Fire Department and whose duties shall be prescribed in the rules and regulations of the department.
2. *A Battalion Chief of Fire Prevention-Assistant Fire Marshal* whose duties shall be those set forth in the rules and regulations of the department.

3. *Captain(s)* whose duties shall be assigned by ranking Fire Prevention officers and as set forth in the rules and regulations of the department.

**C. PUBLIC FIRE EDUCATION DIVISION.**

An *Assistant Chief* whose duties shall be those set forth in the Rules and Regulations of the Department. Effective upon ratification of this agreement there shall be a reclassification of the Public Fire Education Division as the Training and Education Division with an Assistant Chief whose duties shall involve both fire education and training of personnel in the Firefighting Division.

**D. EMS COORDINATOR.**

1. An *Assistant Chief* whose duties shall be set forth in the Rules and Regulations of the Department. The position shall be filled pursuant to Public Act 78 of 1935, as amended, with the following stipulations:
  - a. The firefighter accepting the position will be required to meet the following conditions in order to complete their probation, and to maintain the rank and position of EMS Coordinator.
    1. They obtain and maintain a paramedic license with ACLS certification. After June 1, 2003, all applicants for EMS Coordinator must be an EMT-P prior to applying for the position of EMS Coordinator.
    2. They agree to stay in the position for a minimum of one (1) year.
    3. If they leave the position, they shall revert to the rank previously held.
  - b. The EMS Coordinator position shall be permanently filled as long as the City maintains an Advanced Life Support system.

**E. MANPOWER AND STATION MANNING**

1. Manpower in the Fire suppression division shall be determined as follows:
  - a. A station manning a split engine company, defined as an engine and a rescue, shall maintain at least two firefighters assigned to each vehicle.
  - b. Station # 5, manning a combined ALS Rescue/ engine company, using a single combined purpose vehicle, shall maintain at least two firefighters assigned to that vehicle.

- c. A station manning an alternating service company, defined as an engine or rescue company, alternating between one or the other depending on need, shall maintain a combined company of at least three (3) firefighters assigned to those vehicles.
- d. A station manning an engine only company shall maintain at least three firefighters assigned to that vehicle.
- e. The ladder truck at station # 1 shall not be considered as an engine only company. The ladder will not respond with less than two (2) firefighters.
- f. So long as the City continues to operate four stations, it will maintain fifty-four (54) firefighters in the Firefighting Division of the Fire Department with a shift complement of eighteen (18).
- g. On any given day, when manpower falls below the level required to operate equipment at all stations, the Chief shall have the authority to call in off duty personnel or to reassign personnel in accordance with the provisions above to maximize the efficient delivery of fire protection services.

## **F. CALL BACK OPERATIONS.**

### **1. Call Back Procedure**

- a. Call back shall occur at 8:00 p.m. the day prior for any known vacancies, and then again at 7:00 a.m. if needed, to fill available overtime. All callbacks shall begin at the top of the list.
- b. Employees on CE Days shall be offered the opportunity to work first regardless of their position on the callback list. The employees on CE Days with the least amount of actual hours worked shall be offered the opportunity to accept the overtime first among those on a CE Day.
- c. Employees that have been duly promoted (not upgraded) shall be assigned to positions commensurate with their rank prior to any out of class upgrades. In the event there is no position at the employee's rank, the employee shall be assigned any position of rank, in succession, down to the rank of firefighter.
- d. For the purposes of duty assignment, transfer or upgrade, call-in personnel shall assume the lowest seniority in rank on shift, with the last called being the lowest seniority.
- e. If an emergency occurs that requires all available manpower resources of the Department, call-back to each member shall be made and the individual ordered to report for duty, subject to the provisions of Act 125, Public Acts of 1925 as amended.

- f. When employees are relieved from a call back situation, the last employee called back shall be the first employee relieved.
- g. No employee on contractual leave and/or absence other than a CE day shall be called for overtime.
- h. If an error in the call-in procedure is made resulting in an employee not being called-in, no cash payment will be awarded.
- i. Employees holding the following ranks shall be omitted from the call-back list and shall only be called back to perform their specific duties.

Deputy Chief – Firefighting Division  
All members of Fire Prevention Division  
Training and Education Officer  
EMS Coordinator

## 2. Tracking of Call Back

- a. The call-back list shall be maintained in such a manner that the person with the lowest amount of call back time is at the top of the list, and the person with the highest amount of call back time is at the bottom of the list.
- b. In the event that two or more employees have equal amounts of call back time their names shall appear on the list in the order of their departmental seniority, with the high seniority employee first and the low seniority employee last.
- c. The call back list will track only actual call back hours worked except in cases where an employee accepts the opportunity to work and does not work or leaves prior to the end of the available overtime. In those situations, the employee shall be charged for all available overtime hours that the employee could have otherwise worked.
- d. Any employee that accepts call back after the start of a shift shall not be charged hours worked.
- e. The adjustment of the call back list shall be done once every twenty-four hours by 7:00 a.m.
- f. Any employee wishing to have his/her name removed from the list, must request such removal in writing to the Chief of the Department and Local 1279. To have one's name reinstated on the list, one must request reinstatement in writing to the Chief of the Department and to Local 1279 only after at least six (6) months have elapsed from time of removal. Upon reinstatement, they shall assume the position of the mean average time of the call back list .

- g. Any employee who fails to supply the Department with a current phone number and fails to submit a request for removal from the call-back list shall be removed from the call-back list forthwith, and the Union notified of said removal. Reinstatement on the call-back list shall be made only upon formal request by the Union Executive Board.
- h. When a call-back situation is known at or before 8:00 p.m. the day prior to a shift, or at 7:00 a.m., for the oncoming shift at 8:00 a.m.; the shift commander going off duty shall cause the call-back procedure to be instituted, at the direction of the Chief of the Department
- i. Employees shall be paid from the time of their arrival for duty.
- j. Placement of employees on call-back list.
  - 1. New hires shall not appear on the call-back list until they have completed three (3) months on the job.
  - 2. After 3 months of department seniority, new-hires shall be added at the position of the mean average time on the call back list.
  - 3. Layoffs: Employees who are laid off shall be removed from the call-back list. At the time of return to duty they shall be placed on the call-back list with the same amount of call back hours as the number one person on the call back list.
  - 4. OJI: Employees who are off work for more than thirty (30) calendar days shall be removed from the call-back list. At the time of return to duty they shall be placed on the call-back list with the same amount of call back hours as the number one person on the call back list.
- k. Any department member scheduled for any Training or Education activity on any given day will be bypassed for call-back that day until his/her obligation to the activity has been fulfilled. It is understood that any member scheduled to work a Training or Education activity may not accept overtime should he/she be present when call-back operations are being instituted; unless a replacement for the Training or Education program has been secured and approved by the on duty Battalion Chief prior to the institution of the call-back procedure. In the event regular fire-fighting manpower drops below minimum before or during a Training or Education activity, and replacements are not secured through regular call-back procedures, an employee (or employees) working the activity will then be counted as manpower. These members will continue with their activity and respond when needed. Cooperation from on-duty personnel will, if feasible, ensure the completion of the activity. The Assistant Chief of the Training and Education Division will operate a separate call back system for that division only. He/she may use any system he chooses which is fair and meets with the approval of the majority of the employees it affects. As it is impossible to perceive all situations that may arise, the



above may be changed or amended as needed through mutual agreement between the parties (the City and Union).

## **ARTICLE 10**

### **BIDDING ON STATIONS, ASSIGNMENTS, AND UPGRADES**

#### **A. ELIGIBILITY.**

1. All employees (except Shift Commanders) will have the opportunity to bid on Station Assignments on a semi-annual basis, according to their seniority within their respective platoon (shift).
2. All Driver-Engineer/Sergeants will have the opportunity to bid for the position of Sergeant Apparatus Supervisor on a semi-annual basis, according to their seniority within their respective platoon (shift).

#### **B. STATION BID PERIOD.**

1. Employees who desire to bid must submit their preference for station assignment to the Shift Commander between December 1<sup>st</sup> and December 15<sup>th</sup> to be effective January 1<sup>st</sup>, and between June 1<sup>st</sup> and June 15<sup>th</sup> to be effective July 1<sup>st</sup>.
2. Upon creation of a permanent or extended vacancy in any station assignment (e.g. through death, discharge, retirement, reassignment, or voluntary quit), the vacated station and/or duty assignment shall be posted within six (6) calendar days of the City's notification of said vacancy. Employees on the shift where the opening occurs shall be given fifteen (15) days from the date of notification to submit bids. The change of station and/or duty assignment shall be effective no later than thirty (30) days from the date the vacancy was created.

#### **C. FAILURE TO BID.**

Failure to submit a bid in the time designated, resulting in loss of a station or duty assignment, shall not give the employee the right to file a grievance, seniority notwithstanding.

#### **D. DAILY REASSIGNMENTS AND OUT-OF-CLASS UPGRADES.**

1. Short-term and temporary vacancies due to leave time, injury, or illness (e.g. compensatory time, C.E. days, OJI'S release time, vacation, maternity leave, etc.), shall require an upgrade (except as stipulated in Article 10 D, 4 below and call back overtime situations where an employee holding rank accepts the overtime) to fill the position and to accept the duties and responsibilities of that position.

2. Short-term vacancies may also require a temporary reassignment of duty station.
3. Upgrades and reassignments will be filled for the duration of the known absence.
4. Short term or temporary vacancies for the position of Sergeant Apparatus Supervisor will not require an upgrade to fill this position.
5. All upgrades shall be accomplished by assigning personnel to vacant positions, using seniority as the basis for assignment. There shall be no double upgrades.
  - a. Upgrades will take place from within the station first, by offering the upgrade to the employee with the highest seniority at that station, in the next lower rank, to the vacant position. If this employee refuses the opportunity to work in the higher classification, the opportunity shall proceed down the seniority roster within the station where the vacancy occurred until the position is filled. If not filled prior to being offered to the employee with the lowest seniority in the next lowest rank at that station, then that employee must accept the position; provided that this employee has at least two years in the department and is not on promotional probation or temporary promotion.
  - b. If it is not possible to fill the position with an employee at the station, then the opportunity shall proceed down the seniority roster beginning with the employee with the highest seniority in the next lowest rank on the shift. If not filled prior to being offered to the lowest eligible seniority employee on the shift, then that employee must accept the position.
6. When necessary to move an employee from one station to another station, on a day to day basis, the low seniority employee at that station shall be moved unless a higher seniority employee at that station volunteers to move. Employees shall be allowed to compare seniority upon arrival at the station for the purpose of upgrades or additional transfers as described in Article 10, D, 5, a.

**E. USE OF PRIVATE VEHICLES AFTER ARRIVING AT DUTY STATION.**

Use of a private vehicle for department purposes shall be compensated according to Article 7, F.

**F. SHIFT TRANSFER.**

For employees being assigned regular shifts, if a shift change is made due to promotion or other reasons, the shifted employee shall begin the new shift on the first available day after a four day break. No C.E. Days will be due to a transferring employee during the cycle in which the transfer has occurred provided that the employee has worked less than 216 hours between the earliest number 1 CE Day and the latest number 10 CE Day in that CE Day Cycle. Employees transferring from 40 Hour shifts to fire suppression shifts shall begin the new shift on the day and at the time that the shift has its regularly scheduled work day, provided the said employee has forty-eight (48) hours off. Employees transferring from Fire Suppression to 40 Hour shifts shall do so after a four day break. No C.E. Days will be due to a transferring employee during the cycle in which the transfer occurred provided that the employee has worked less than 216 hours between the earliest number 1 CE Day and the latest number 10 CE Day in that CE Day Cycle. A transferring employee who works between 216 and 240 hours in a CE cycle shall receive overtime for hours in excess of 216, but shall not receive a CE day.

## ARTICLE 11

### SENIORITY

#### A. DETERMINATION OF SENIORITY

Seniority shall be determined by the date of the employee's appointment to the Westland Fire department.

#### B. ADJUSTMENT OF SENIORITY

An employee who takes an unpaid leave of absence shall not accrue seniority during such absence. If an employee takes an unpaid leave of absence, his/her seniority dates shall be adjusted forward as of the date of hire, plus the number of days he is on unpaid leave of absence.

#### C. LOSS OF SENIORITY.

An employee who voluntarily quits shall forfeit all seniority for rehire purposes. If rehired, his/her seniority commences as of rehire date.

#### D. LAYOFF NOTIFICATION.

In the event of a layoff, the City shall furnish the Union President written notification of such pending action at least ten (10) calendar days prior to said layoff.

## ARTICLE 12

### LEAVE TIME

#### A. LEAVES OF ABSENCE

1. Requesting Leave of Absence. Upon application to the Chief of the Department, a leave of absence may be granted, without pay, to employees for thirty (30) calendar days. Requests for more than thirty (30) calendar days may be recommended by the Chief of the Department, but must be approved by the Director of Personnel and the Chief Executive of the City; or
2. Reasons for Leave. Leaves may be granted for the following reasons which are not all inclusive:
  - a. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation may attend a recognized university, trade school or technical school for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester.
  - b. Medical Leave. Any employee known to be ill or injured supported by satisfactory evidence, will be granted medical leave automatically for the period equal to their seniority or two (2) years, whichever is lesser. Upon returning from medical leave, the employee must submit medical evidence of his/her ability to return to work. Medical leave of absence is construed by the parties to mean a medical leave of absence granted to an employee in the event of illness after the employee has exhausted all other leave days including but not limited to sick days and vacation days.
  - c. For National Guard Duty, Army Encampment, and Naval Reserve Cruises.
  - d. If elected or appointed to a public office, the employee shall be given a leave of absence for the term of his/her office. The foregoing is subject to the provisions of the City Charter.
  - e. To settle, as duly qualified fiduciary, an estate 150 miles or more outside City limits, not to exceed six (6) months.
  - f. Maternity Leave. Whenever an employee becomes pregnant she shall furnish the City with a letter from her physician stating the approximate date of delivery. She shall be permitted to work in accordance with her physician's recommendations. The employee shall be granted leave until six (6) months following the date of delivery or up to one (1) year if medical complications arise due to the pregnancy / birth. The employee

shall be permitted to return to work providing her physician approves. The employee shall return to her former classification / position without loss of seniority.

3. Returning from Leave of Absence.
  - a. When returning from any leave of absence, it shall be the obligation of the employee to notify the Personnel Department five (5) calendar days before his/her return to work that he/she is ready, willing and able to work, and at the time the employee returns to duty, he/she shall be obligated to produce to the Chief of the Department or the Chief's designee a valid Michigan Operator's License and a valid EMT or EMT-BD, or EMT-S, or EMT-P license, as needed to perform their regular duties corresponding to their position and rank.
  - b. An employee returning from any sick leave of absence of any duration, or any other leave of absence which exceeds thirty days in duration, must successfully pass a physical examination by a City designated doctor in order to be reinstated to his/her position. In the event the employee disagrees with the opinion of the physician designated by the City, the employee shall have the right to have a physician of his/her own choice conduct a physical examination, at the employee's own expense. Should the employee fail to successfully pass the physical examination administered by the employee's doctor, the City shall have no obligation to reinstate the employee to his/her position. However, in the event the physician chosen by the employee determines that the employee has successfully passed the physical examination administered by him/her, and the City refuses to reinstate the employee to duty, and the employee desires to return to duty, then the employee shall submit to a physical examination at the University of Michigan Hospital, or Henry Ford Hospital, and must successfully pass that physical in order to be reinstated to his/her position. The employee and the City shall share equally the costs of the examination conducted at the University of Michigan or Henry Ford Hospital.
4. Extension of Leave of Absence. A Request for an extension of a leave of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The employer agrees to give his/her answer, granting or denying the request for the extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.
5. Copies of Leave of Absence. The Association will be given copies of leaves of absences when granted.

**B. FUNERAL LEAVE.**

1. An employee on a 50.4 Hour schedule shall be entitled to charge up to three (3) days and an employee working a 40 Hour schedule up to five (5) days per funeral to make preparations for and attend the funeral and burial of an immediate member of the employee's family. An immediate member of his/her family for this purpose shall be deemed to be his/her spouse, a parent or parent in-law, brother, sister, brother in-law, sister in-law, child, grandparent, and grandparent in-law, grandchild, son in-law, or daughter in-law. Two (2) work days will be granted to firefighting personnel for step-parents, step-children, step-brother/sister; (40 Hour employees will be granted three (3) work days). Proof of death may be required. These shall not be charged to sick leave.
2. The department shall supply a funeral leave form to be completed by the employee upon his/her return from funeral leave.

**C. PERSONAL LEAVE.**

1. Employees on a 50.4 Hour schedule will be given seventy two (72) hours of personal leave each year for personal business, and employees on an 40 Hour schedule will be given seventy two (72) hours of personal leave each year for personal business. At the option of the employee, the employee may transfer twenty-four (24) hours of vacation time into their personal time allotment to be used under the provisions of Section C of Article 12.
2. Employees will be allowed to take personal leave time at their discretion except that request for such leave shall be submitted prior to 8:00 p.m. the day before. Personal leave shall not be taken unless taken for a minimum period of four (4) hours. In the event the personal leave period exceeds four (4) hours, the employee must extend their personal leave by one (1) hour increments. All fractions of hours taken shall be charged to the next highest one (1) hour increment. Employees shall be allowed to carry over personal leave hours into the next year, not to exceed a maximum of three (3) hours.
3. Personal leave shall not be taken on New Year's Eve day, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Each holiday shall be defined as 8:00 a.m. of the designated holiday to 8:00 a.m. of the succeeding day.
4. No personal leave shall be taken unless notification is given in accordance with Article 12- Section C, paragraph (2).



## D. SICK LEAVE.

### 1. Firefighting Function (50.4 Hour Personnel).

- a. All current full-time employees in the Firefighting function shall be credited with sick leave in the amount of twenty four (24) hours per month and shall be credited with the same on the first day of each month.
- b. Employees who use less than 72 hours of sick time per contract year (July 1-June 30) shall be credited with an additional 72 hours of vacation time which will be added to their vacation bank on July 1<sup>st</sup> of the following contract year. Donations pursuant to Article 12, D, 1, i, below shall not be considered the "use" of sick time under this section.
- c. Sick Bank Limit and AFC Hours. All sick hours as of December 31 in excess of 2016 hours shall be paid at the employee's current hourly rate on the first pay in February. The maximum hours that may be applied to the employee's AFC is shown in the formula below. Maximum Firefighting Function Sick Leave Hours that can be applied to AFC:

$$\text{Maximum Sick Leave Bank (1512 hrs.)} = (150 \text{ days} \times 8\text{-hr/day}) \times (\text{Firefighting Avg. work week hrs}/40 \text{ hrs})$$

- d. Calculation Per Hour. The payment of sick leave shall be computed according to hours accumulated instead of days.
- e. Right to Use Sick Leave. Sick leave shall not be considered a privilege an employee may use at his/her discretion, but shall be allowed only, and the employee shall utilize only, in the case of actual illness, disability or personal emergency. Violation of this section shall be deemed to be sufficient reason for discipline. Effective upon ratification of this agreement, in the event that an employee is off work on sick leave on a given day, or leaves work during the work day, the employee shall be off work for the balance of the employees scheduled shift.
- f. Option to Apply Sick Leave Hours. A Firefighter shall be allowed the option of applying 100% of his/her accumulated sick leave hours standing to his/her credit in the sick leave bank towards earlier than normal retirement.
- g. Sick Leave. Personnel off duty who become ill and unable to report for duty shall be responsible for notifying the Department at least one (1) hour before the beginning of their duty shift for each day of illness unless it is physically impossible to do so.
- h. The City may require an excuse from a physician for satisfactory evidence of illness after an employee has absented himself/herself from work for more than two (2) consecutive work days. The City reserves the right to

request an examination at its expense by a City appointed physician of members of the Department in order to determine ability to return to work after illness. Sick leave hours shall be charged based on the hours or part thereof actually expended by the employee.

- i. Employees, at their discretion, may donate sick time in increments of eight (8) hours to another employee who has exhausted his or her sick time, provided that they retain a minimum of fifty six (56) hours sick leave for their own use. Sick leave hours may not be donated to any employee outside this bargaining unit.
- j. Sick leave credit will not be allowed when absence due to the indiscriminate use of narcotics or intoxicants.

## 2. 40 Hour Personnel

- a. Sick Leave Crediting For 40 Hour Personnel. All Fire Prevention employees or an employee working under a 40 Hour work week shall accumulate nineteen (19) hours of sick leave per month, credited the first day of each month.
- b. Employees who use less than 48 hours of sick time per contract year (July 1- June 30) shall be credited with an additional 48 hours of vacation time which will be added to their vacation bank on July 1<sup>st</sup> of the following contract year.
- c. Sick leave and AFC Accumulation Schedule. All sick hours as of December 31 in excess of 1600 hours shall be paid at the employee's current hourly rate on the first pay day in February. A maximum of 1200 hours may be applied to the employee's AFC formula.
- d. Calculation Per Hour. The payment of sick leave shall be computed according to hours accumulated instead of days.
- e. Right and Use of Sick Leave. Sick leave shall not be considered a privilege an employee may use at his/her discretion, but shall be allowed only, and the employee shall utilize only, in the case of actual illness, disability or personal emergency. Violation of this section shall be deemed to be sufficient reason for discipline. Effective upon ratification of this agreement, in the event that an employee is off work on sick leave on a given day, or leaves work during the work day, the employee shall be off work for the balance of the employees scheduled shift, unless the employee receives verbal approval to return to duty by the chief or his designee.
- f. Option to Apply Sick Leave Hours. A firefighter shall be allowed the option of applying 100 % of his/her accumulated sick leave hours standing to his/her credit in the sick leave hour bank towards earlier than normal retirement.

- g. Sick Leave. Personnel off duty who become ill and unable to report for duty shall be responsible for notifying the Department at least one (1) hour before the beginning of their duty shift for each day of illness unless physically impossible to do so.
  - h. The City may require an excuse from a physician for satisfactory evidence of illness after an employee has absented himself/herself from work for more than two (2) consecutive work days. The City reserves the right to request an examination at its expense by a City appointed physician of members of the Department in order to determine ability to return to work after illness. Sick leave hours shall be charged based on the hours or part thereof actually expended by the employee.
  - i. Employees, at their discretion, may donate sick time in increments of eight (8) hours to another employee who has exhausted his or her sick time, provided that they retain a minimum of fifty six (56) hours sick leave for their own use. Sick leave hours may not be donated to any employee outside this bargaining unit.
  - j. Sick leave credit will not be allowed when absence is due to the indiscriminate use of narcotics or intoxicants.
3. Relations Between Divisions- Forty Hour Indexing. In the event that an employee transfers from a 50.4 Hour schedule to a 40 Hour work week status, the hours in the sick bank shall be automatically indexed by multiplying forty (40) hours times the current number of hours in the employee's sick bank divided by the Firefighting function regular work week hours. In the event an employee transfers back to the 50.4 Hour schedule from a 40 Hour status, his/her hours are automatically indexed up by multiplying the Firefighting function regular work week hours times the employee's current sick bank hours divided by forty (40) hours. The following formulas define this "indexing" procedure from Firefighting to 40 Hours, and from 40 Hours to Firefighting:

From Firefighting to 40 Hours:

**Employee's Sick Bank Hours x (40 / Firefighting work week Hrs) = New Sick Bank Hours.**

Likewise if the employee is transferred from the 40 Hour schedule to the 50.4 Hour schedule their Sick bank shall be "indexed" using the following formula:

**Employee's Sick Bank Hours x (Firefighting Work Week Hrs / 40 ) = New Sick Bank Hours.**

4. Sick Leave Pay Over Maximum Bank.
  - a. Firefighting (50.4 Hour schedule). All hours in excess of the amount (2016 hours) specified by the formula in Article 12,D, (1,c), shall be paid at the maximum amount of sick hours in the calendar year of retirement shall be the total amount of hours used in the AFC formulas as shown in the schedule in Article 12, D (1) (c).
  - b. Fire Prevention (40 Hour schedule). All hours in excess of 1600 hours shall be paid at 100 % of the prevailing hourly rate on the first pay day in February. The maximum amount of sick hours in the calendar year of retirement shall be the total amount of hours used in the AFC formula as stated in Article 12, D(2) (c).
5. Sick Leave Pay at Termination.
  - a. Upon death or separation from the service due to disability or other medical reason, payment shall be made for one hundred (100 %) percent of the accumulated sick leave hours in accordance with the reduction formula at the rate of the employee's regular wages for all sick leave hours standing to the member's account and accrued in the service of the City of Westland Fire Department.
  - b. Upon separation from the fire service for any other reason, payment shall be allowed for 100 % of the firefighter's accumulated sick leave hours.

#### **E. COMPENSATORY TIME.**

1. Compensatory time off shall be for a minimum of eight hours.
2. Request for use of compensatory time shall be made to the Shift commander by 8:00 p.m. the preceding day. Likewise compensatory time must be canceled by the employee by 8:00 p.m. the preceding day.
3. Employees will have the opportunity to utilize any credited hours remaining in their compensatory time bank as time off or receive payment as stated in Article 7, Section R. Opportunity shall be provided by the Department to allow at least one person to be scheduled on compensatory time each day until all employee compensatory banks are depleted. Requests for compensatory time shall not be made more than one (1) year in advance.
4. Once approved, compensatory time use cannot be rescinded without the concurrence of the affected employee.

## ARTICLE 13

### VACATIONS

#### *Firefighting Division*

#### A. ELIGIBILITY AND AMOUNT.

1. For the purpose of computing eligibility and amount, the eligibility date shall be the employee's employment anniversary date. Employee's in the Firefighting Division shall receive the following vacation hours:

|                |           |
|----------------|-----------|
| 6 mos – 3 yrs  | / 121 hrs |
| 3 yrs – 7yrs   | / 202 hrs |
| 7yrs- 10 yrs   | / 242 hrs |
| 10 yrs- 20 yrs | / 282 hrs |
| 20 yrs- +      | / 282 hrs |

2. Employee's must obtain one full years seniority prior to using any vacation time. For the purpose of computing vacation eligibility and amount, vacation hours shall be earned for the preceding full vacation scheduling year of January 1 through December 31, inclusive.

#### B. VACATION SCHEDULING

1. Vacation time must be used in twenty-four (24) hour increments.
2. Vacation selections shall be made in two bid selections as described in Article 13, B,6, below, according to department seniority, from December 1<sup>st</sup> through December 15<sup>th</sup> for primary choices and December 16<sup>th</sup> through December 31<sup>st</sup> for secondary choices each year.
3. The annual vacation period shall be from February 1st through January 31st of each vacation year. A maximum of up to one half of the employee's annual vacation entitlement (rounded up) may be used as the primary choice during the vacation selection period. In cases where there is an odd number of days available for an employee to split between bid selections (e.g. 121 hours and 282 hours yielding 5 and 11 days respectively), the higher number shall be available for the employee's primary choice.
4. All vacation requests made after the selection periods, and in cases of cancelled days, shall be accepted on a first received, first granted basis. These requests shall be processed at the time the request is submitted to the Shift Commander, and they shall be subject to seniority and the manpower needs of

the department, as established from time to time by the Chief of the Department. However, opportunities shall be provided by the Department to allow at least two (2) persons to be scheduled off on vacation at any time.

5. No vacation time will be allowed without at least a 24 hours notice to the Shift Commander.
6. Work days for the purpose of vacation bids shall be taken in consecutive order, and in total, for the number of days eligible except as specified below:
  - a. Employees wishing to split their vacation days for the designated vacation period, shall have one (1) primary choice. After this primary choice, the employee shall go to the bottom of the list until all employees have had a primary choice. Then, after the employee's secondary choice, the employee shall go to the bottom of the seniority list until all employees have had a secondary choice.
  - b. Each employee shall designate his/her primary vacation choice between December 1<sup>st</sup> and December 15<sup>th</sup>.
  - c. Each employee shall designate his/her secondary vacation choice between December 16<sup>th</sup> and December 31<sup>st</sup>.
  - d. Employees shall be entitled to primary and secondary choice on the vacation schedule based on seniority (Article 11) in the department.

#### **C. VACATION TIME BANK.**

As part of the 1st pay in February all employees shall be paid at one hundred (100%) percent of their hourly rate on December 31st for any unused vacation time over 300 hours.

#### **D. AFC HOURS**

A maximum of 1150 hours may be applied to the employee's total AFC formula. The 1150 hours accumulated should equal to 912 police hours calculated as follows:

$$(912 \text{ Hours} \times \text{FF Work Week}) / 40 \text{ Hour Week} = 1150 \text{ Hours.}$$

The 1150 hours for firefighting equals the 912 hours for policemen so that the Average Final Compensation in the pension formula will be identical. In the event that the number of police hours (days) are reduced in the future, the number of firefighters hours will be reduced accordingly in order that the two calculations remain the same for pension formula purposes.

*Forty Hour Personnel*

**A. ELIGIBILITY AND AMOUNT.**

1. Employees working other scheduled hours apart from the Firefighting Function shall receive vacation hours in the amounts as listed:

|              |          |
|--------------|----------|
| 6mos-3 yrs   | /96 hrs  |
| 3 yrs-7yrs   | /160 hrs |
| 7yrs-10yrs   | /192 hrs |
| 10yrs-15yrs  | /224 hrs |
| 15yrs & over | /224 hrs |

2. Employees must obtain one full years seniority prior to using any vacation time.

**B. VACATION SCHEDULING**

No vacation time will be allowed without twenty four (24) hours notice to the Chief. Vacation selections shall be made according to seniority.

**C. VACATION TIME BANK**

As part of the first pay in February, all employee's shall be paid at one hundred (100 %) percent of their hourly rate on December 31st for any unused vacation time over 240 hours.

**D. AFC HOURS.**

A maximum of 912 hours may be applied to the employee's AFC formula. The 912 hours accumulated by fire department 40 Hour personnel should be equal to the number of police hours so that the number of vacation hours used in the calculation of an employee's Average Final Compensation in the fire and police bargaining units will be identical. In the event that the number of police hours (days) are reduced in the future, the number of firefighter hours will be reduced accordingly in order that the two calculations remain the same for pension formula purposes.

*50.4 Hour Division and 40 Hour Division Personnel:*

**A. RELATIONS BETWEEN DIVISIONS.**

Forty Hour Indexing. In the event that an employee transfers from the 50.4 Hour schedule to a 40 Hour work week status, the hours in the vacation bank shall be automatically indexed by multiplying forty (40) hours times the current number of hours in the employee's vacation bank divided by the Firefighting function

regular work week hours. In the event an employee transfers back to the 50.4 Hour schedule from a 40 Hour status, his/her hours are automatically indexed up by multiplying the Firefighting function regular work week hours times the employee's current vacation bank hours divided by forty (40) hours.

**B. TERMINATION OF EMPLOYMENT.**

Upon separation from service employees shall be paid for vacation earned, at one hundred (100%) percent of his/her then prevailing hourly rate.



# ARTICLE 14

## INSURANCES

### A. LIFE INSURANCE

1. Each employee of the Fire Department shall be provided with a life and accident insurance policy, double indemnity, which may be in the form of a group policy. Effective upon ratification and as soon thereafter as it can be implemented by the City, this policy shall be in the amount of seventy thousand (\$70,000) dollars for the ranks of Firefighter and Sergeant/Driver/Engineer, and in the amount of eighty-three thousand (\$83,000) dollars for the ranks of Captain, Battalion Chief, and Assistant Chief.
2. Life Insurance for retirees shall be \$5,000.
3. In addition to the Life Insurance Policy for each employee of the Fire Department, Group Accidental Death and Dismemberment Insurance benefits shall be provided as follows:

Amount equal to the Amount of Life and Accident Policy

Loss of Life  
Loss of Both Hands  
Loss of Both Feet  
Loss of Sight of Both Eyes  
Loss of One Hand and One Foot  
Loss of One Hand and Sight of One Eye  
Loss of One Foot and Sight of One Eye

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Amount equal to One-half the amount of the Life and Accident Policy

Loss of One Hand  
Loss of One Foot  
Loss of Sight of One Eye

4. Any death of a department employee resulting from the performance of firefighter duties, including: viral or bacterial infections that were reported in accordance with the Blood borne Pathogen and Airborne Pathogen Reporting Policies of the Department, hazardous material or TEMS responses, or inhalation of smoke or gases while on duty will be considered accidental.

## **B. MEDICAL AND HOSPITAL INSURANCE**

A. For employees/retirees who were hired by the City before August 31, 2005 and their eligible spouses or dependents the City agrees to provide medical insurance as stated in paragraphs 1 through 8, below:

1. The City will provide all employees and retirees, except as provided in Section B.5.A, below, one of the following choices of medical programs. An employee or retiree may select one of the following choices at the designated open enrollment period:

a. BC/BS traditional coverage as defined:

Comprehensive Hospital Care Certificate and Professional Services Group Benefit Certificate. Riders BMT, COB-3, IHD-200/600, FC OR DC, GLE-1, HMN, ML, OPC/OPPC, PPNV-1, PTB, RAPS2, RDC, SAT-2, SOT-PE, SUBRO2, TSA, XTMJ, SD, COMP, D45NM, CC/CLS, PSG, CNM, CNP, EF, XF, ASFP, MMCPD, MMXTMJ, NC, FAE-RC.

b. Blue Preferred PPO Program – riders as noted above and Trust/Plus 15, APDBP, and Community Blue PPO-1.

c. HMO programs BCN, & HAP, as long as the HMO program has at least 10 subscribers and the monthly premium does not exceed that of the PPO program.

d. Mutual Gains participation as described in the plan on file in the City's Personnel office, providing for a payment of 25 % of the qualified traditional premium cost.

Qualified traditional means the BC/BS coverage rate the City would have to incur if the employee chooses Health care coverage. However, in no case, shall the payment paid to the employee choosing the mutual gains program be reduced in actual dollars below that in effect in 1998.

2. Effective upon ratification and as soon thereafter as it can be implemented by the City, employees participating in the traditional and PPO 5 program (deductible \$ 150 single, \$ 300 family, 80 %-20 % co-payment) and the Blue Cross PCS preferred RX Program – Rider PD CR \$10.00.

3. Effective upon ratification and as soon thereafter as it can be implemented by the City, employees participating in HMO programs shall be subject to

a \$10 doctor visit co-payment, and a Drug co-payment of \$10 in accordance with the HMO's co-payment rules.

4. Equivalent coverage of the above plans may be provided by the City provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability or equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules the plan is equivalent or better.
5. a. Retirees

The City agrees to pay for BC/BS hospitalization coverage for retirees and spouses, at a rate of 4% per year of completed service actually provided the City of Westland for employees hired after 7/1/94, equivalent to that which is currently in effect for active employees, provided that the retired employee or spouse is drawing benefits or a pension as provided for in Act 345 of Public Acts of Michigan of 1937, as amended, and upon eligibility for the BC/BS, M-65 plan, the City will pay for said M-65 plan for the retiree and/or spouse as shown on the chart below. The City's payments for BC/BS and the M-65 plan for retirees shall be as follows:

| Medical Insurance Premium Coverage |                           |                                  |
|------------------------------------|---------------------------|----------------------------------|
| Category \                         | Type of Retirement \      | Amount of Premium Coverage       |
| A \                                | Service Retirement \      | 4% per year of completed service |
| (hired after 7-1-94)               |                           |                                  |
| B \                                | Service Retirement \      | 100 %                            |
| (hired before 7-1-94)              |                           |                                  |
| C \                                | Duty Related Death \      | 100 %                            |
| D \                                | Duty Related Disability \ | 100 %                            |

b. Spouses or dependents receiving a benefit under Act 345 in categories B,C, and D inclusive above shall have 100 % of their premiums paid by the City.

6. In the event a person retires and engages in other employment where health insurance coverage comparable to herein, the obligation to pay the premiums hereunder shall be suspended during the period of such other coverage. Further, employees eligible for Medicare must apply for Medicare Part A and B coverage when eligible. This provision also covers employees who have already retired, and their spouses as covered under Act 345.

7. The City shall not change or substitute equivalent retirement insurance plans or retirement insurance providers for any retirement insurance plans or providers that a retiree was entitled to at the time of retirement, so long as the specified retiree insurance providers remain in existence and they continue to offer the specified retiree insurance plans. If such plans are not available, the City shall provide equivalent coverage from another provider.
  8. Employees and retirees who were hired before August 31, 2005 shall have the choice to convert to Blue Cross/Blue Shield Traditional Program upon retirement or at the annual reopening period after retirement.
- B. For employees/retirees who were hired by the City on or after August 31, 2005 and their eligible spouses or dependents the City agrees to provide medical insurance as stated in paragraphs 1 through 3, below:
1. The City will provide the employee/retiree and his or her spouse and eligible dependents with Community Blue PPO-1 Health Insurance
  2. The prescription co-pays of paragraphs A,2 and 3 and provisions of A,1,d (Mutual Gains) and A,4 (Equivalent insurance) shall also be applicable to employees/retirees and their eligible spouse and dependents who were hired on or after August 31, 2005.
  3. Retirees and their eligible spouses and dependents who were hired on or after August 31, 2005 shall receive 4% of the applicable premium for health insurance for each year of actual service to the City of Westland. Duty Disability retirees and their eligible spouses and dependents who were hired on or after August 31, 2005, shall receive 100% of the applicable premium for health insurance. Upon eligibility for the Community Blue PPO-1 Supplemental, such retirees shall receive said Supplemental coverage provided the employee pays for Medicare A and B.

### **C. DENTAL PROGRAM.**

The City will provide the Delta Dental Program providing eighty (80%) percent of treatment costs on Class I, Class II, and Class III (\$1000 annual / \$1000 lifetime orthodontic) benefits to be defined by the Delta Dental Plan, or the equivalent provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability of equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules if the Plan is equivalent or better.

**D. INDEMNIFICATION ASSURANCE.**

The City shall insure or completely indemnify Fire Department employees against any and all claims arising out of participation in an all acts attendant to fire fighting, hazardous material responses, TEMS, and operation of emergency medical service, with the exception of acts of gross negligence.

**E. OPTICAL INSURANCE.**

The City shall provide optical reimbursement coverage up to \$125 per family member every 24 months. The City shall also provide reimbursements for an eye exam for every family member every 24 months. Documentation of expenditure must be provided to the City Insurance Office for reimbursement.

**F. WORKERS COMPENSATION.**

On The Job Injury. Each employee will be covered by the applicable Worker's Compensation Laws. If a firefighter is disabled from an on the job injury or while off duty and acting in the capacity of the Fire Department and cannot perform his/her duties as a firefighter, he/she shall receive workers compensation plus supplemental pay equal to his/her base pay at the time of the injury adjusted by any salary changes of this and future contracts. 100 % of gross pay will be paid for the first two (2) years after any on-the-job injury/illness and then 50 % of the difference between worker's compensation and gross pay for an additional period of three (3) years.

**G. DEATH IN THE LINE OF DUTY.**

In the event that an employee is killed in the line of duty, his/her designated beneficiaries shall receive one (1) full year's benefits provided under the existing contract in addition to life insurance benefits that are herein provided. Benefits shall include total salary, longevity and holiday pay. Payment is to be made to the beneficiary on regular pay days for twelve (12) months from the date of the employee's death. In the event that an active employee dies of cancer while employed by the City, his/her designated beneficiary shall receive the benefits specified in this paragraph, provided that nothing herein shall be construed to mean or imply that such illness arose in the course of working for the City or that such illness or employee is covered by Worker's Compensation.

## ARTICLE 15

### PROMOTIONS

#### A. ELIGIBILITY.

1. Only Driver-Engineer-Sergeants and Captains in the Firefighting Division may test for promotion to Captain in the Fire Prevention Division.
2. Only Driver-Engineer Sergeants may test for promotion to Captain in the Firefighting Division.
3. Only Captains in the Firefighting Division may test for promotion to Battalion Chief in the Fire Fighting Division.
4. Only Captain(s) in the Fire Prevention Division may test for promotions to Battalion Chiefs in the Fire Prevention Division.
5. Only Battalion Chief(s) in the Firefighting Division may test for promotion to Deputy Chief of the Fire Fighting Division.
6. The Battalion Chief and the Captain(s) in the Fire Prevention Divisions may test for promotion to Assistant Chief of Fire Prevention.
7. All Captains and Battalion Chiefs may test for the promotion to the Assistant Chief in the Training and Education Division.
8. All Captains and Battalion Chiefs may test for the promotion to the Assistant Chief/EMS Coordinator. Effective June 01, 2003, only paramedic Captains and paramedic Battalion Chiefs may test for the promotion to the Assistant Chief/EMS Coordinator.
9. All requirements for promotions as set forth in P.A. 78 must be met as a condition for eligibility for promotion.

#### B. TRANSFERRING BETWEEN DIVISIONS.

1. A Captain desiring to transfer from one Division to another must revert to the rank he/she held prior to his/her assignments to either Firefighting or Fire Prevention. This transfer may occur only when a vacancy in that rank is available or after the Captain requesting a transfer submits in writing his/her desire to revert to the rank he/she previously held and a successful candidate is appointed to fill his/her position. The person requesting the transfer must then accept the position where the vacancy occurs.

2. An Assistant Chief in the Training and Education Division and EMS Coordinator desiring to transfer from their division back to a previously held position must revert to the rank he/she held prior to his/her assignment. This transfer may occur only when a vacancy in that rank is available or after the Assistant Chief requesting a transfer submits in writing his/her desire to revert to the rank he previously held and a successful candidate is appointed to fill his/her position. The person requesting the transfer must then accept the position where the vacancy occurs.

### **C. PROMOTIONS.**

The testing procedure to be used for establishing the lists from which promotions are to be made shall be as follows:

1. A written test that requires a minimum score of seventy (70%) percent to pass. The written passing score shall be converted to points. E.g. 70 % = 70 points  
100% = 100 points.
2. Upon passing a written exam with a minimum score of seventy (70) points, additional points shall be added as follows:
  - a. Seniority points. One half (1/2) for each full year of service up to a maximum of ten (10) points.
  - b. Oral test points. An oral examination shall be conducted that shall add from one (1) to twenty (20) points. The points shall be calculated as an average of the score given by each member of the oral board. The Westland Fire and Police Civil Service Commissioners shall serve as the oral board for all promotions.
3. Except for the testing for forty hour positions, the promotional testing process shall take place within sufficient time to maintain in effect, at all times, a current eligibility list. There must be at least a sixty (60) day notice prior to the beginning of a promotional exam.
4. When establishing the eligibility list, the written test score, seniority points, and oral test points shall be added together to determine the eligibility list. The candidate with the highest total of points shall appear first on the list followed by the next highest and so on.
5. Upon completion of promotional testing, each test score for all candidates shall be posted by test number. Test scores shall include a breakdown of written, oral and seniority points.

#### **D. ORIGINAL APPOINTMENTS TO THE FIRE DEPARTMENT.**

The testing procedure to be used for establishing the lists from which original appointments are to be made shall be as follows:

1. A written test that requires a minimum score of seventy (70%) percent to pass. The written passing score shall be converted to points. e.g. 70% = 70 points  
100 % = 100 points.
2. Upon passing a written exam with a minimum score of seventy (70) Points, additional points shall be added as follows:
  - a. Oral test points. An oral examination shall be conducted that shall add from one (1) to twenty (20) points. The points shall be calculated as an average of the score given by each member of the oral board.
  - b. Bonus points. In addition to oral test points applicants shall receive bonus points as follows:
    1. One (1) point if the applicant has an Associates, or higher Degree in Fire Science from an accredited school;
    2. Two (2) points if the applicant has a current State of Michigan EMT-P Certification;
3. Original appointments to the position of Firefighter must also meet Application, Eligibility, and Physical Examination requirements as required by Public Act No. 78, Section 38.510, of the State of Michigan as amended.
4. When establishing the eligibility list, the written test score, bonus points and oral test points shall be added together to determine the eligibility list. The candidate with the highest total of points shall appear first on the list followed by the next highest and so on.

#### **E. PROBATIONARY PERIOD.**

The probationary period for new appointments to the Fire Department shall be one (1) year. Probationary firefighters shall be counted as manpower in the discretion of the City. When the probationary firefighter is counted as manpower, he/she shall be entitled to all wages and benefits of a six month employee. Any probationary employee assigned to an ALS vehicle for training purposes shall receive ALS Assignment pay.



## ARTICLE 16

### EDUCATION TRAINING

#### A. TUITION.

1. The City agrees to pay tuition refund for all classes in the required curriculum leading to a degree in fire science, fire administration, health & safety, business and/or Emergency Medical Service subject to the following conditions:
  - a. That the employee secures written approval from the Chief prior to enrollment for said class.
  - b. That the employee receives a passing grade.
  - c. Any time off of work, so that the employee can attend class, shall be at the discretion of the Chief.

#### B. SCHEDULING LIMITATIONS.

The number of employees taking such training is subject to scheduling limitations.

#### C. TEXT BOOKS.

Text books will be provided from the Fire Department Library or purchased for retention in the Library by the City.

#### D. COMPULSORY SCHOOLING.

1. The City agrees to pay each member of the Union time and one-half (Article 7, R) for classes or schooling required by the City on an employee's leave day, except as provided in Article 16, Paragraph E-6.
2. If it takes an employee longer to drive to and from school than it normally takes the employee to drive to and from work, the employee shall be paid for the difference in overtime.
3. All employees attending school at the City's request who drive their privately owned vehicle will be paid mileage in accordance with Article 7, F.

**E. EMT-B, EMT-S, EMT-P TRAINING.**

1. All employees of the Firefighting Function, shall, as a condition of continuing employment, be required to receive necessary training and schooling at an institute of higher learning of the City's choice in order to attain and maintain a State EMT-B, EMT-S, or EMT-P Certification and/or Licensing at the City's expense.
2. All firefighters hired after April 1, 1996 must already be a paramedic or shall become a paramedic as part of successful completion of their probationary period. All Paramedics and Specialists shall, as a condition of continued employment, maintain all licenses and certifications necessary to perform their duties as ALS providers. Employees who are EMT'S on 7-1-98, shall be required to maintain State EMT Certification. All paramedics must have ACLS (Advanced Cardiac Life Support) Certification. The City agrees to provide employees who require training classes provided by certified medical personnel, paramedic ICs, hospitals, medical schools, or EMS schools. All licenses and certifications shall be current. License and Certification fees will be paid by the City upon submission to the Chief of proper paperwork by the employee.
3. It is agreed that the City shall provide Paramedic or Specialist training to all firefighters who make their request for such training prior to July 1, 1997. Requested training shall be provided at the earliest possible opportunity that scheduling will allow. It is the intent of the City to have all training finished as soon as possible. If any Fire Prevention personnel voluntarily return to the Fire Fighting Division, and are returned in the rank of Firefighter, they will be required to become a Paramedic as a condition of continued employment.
4. The employee shall take EMT-B, EMT-S, or EMT-P training at such time as the City is able to schedule the classes. The City shall make every effort to schedule EMT refresher training twice annually.
5. In the event an employee is on-duty the employee shall be granted duty-release time to attend these classes. In the event an employee is off-duty and is required to attend these classes he/she shall be entitled to compensation at the rate of time and one-half. In either event the employee shall be paid mileage in accordance with Article 7, F.
6. An employee who fails to become certified after initially undertaking said training must thereafter in each instance take the next available class, so scheduled for him/her by the City, on his/her own time and at his/her own expense. The City will, however, pay tuition costs. Failure by the employee to attend the next available class shall be deemed sufficient cause for discharge of that employee.

7. The City shall pay for any costs of licensure or re-certification fees for maintenance of any level of EMS licensure and all necessary study materials needed to complete and maintain any EMS licensure. The employee shall submit the proper paperwork associated with such licensure to the Chief's Office.

## ARTICLE 17

### PHYSICAL EXAMINATIONS

#### A. **PHYSICAL EXAMINATION FOR EMERGENCY MEDICAL TECHNICIAN (EMT) LICENSE.**

The City shall provide a physical examination, at its own expense, for each employee of the Fire Department. Employees participating in the physical examination will not be required to release to the City, any of the results of such an examination, as any results of an examination are confidential between the participating employee and the health care provider.

#### B. **PHYSICAL EXAMINATION FOR E.M.T. LICENSE BY PHYSICIAN OTHER THAN CITY'S PHYSICIAN.**

1. An employee may be examined, should the employee so desire, by a physician of his/her choice other than the City Physician. The City will reimburse that employee the amount he/she paid to said physician, up to, but not to exceed the amount paid to the City's physician for like examination. This reimbursement will be paid to the employee in the next regular pay period following the employee's presentation of the forms necessary for an E.M.T. License, and a paid receipt from the employee's physician evidencing payment by the employee to the physician for the examination.
2. On or about the time an employee's E.M.T. License comes due for renewal, if requested in writing of the Chief by the employee, the City, through its Chief, will inform the employee of the amount that the City is currently paying the City Physician for such examination.
3. The examining physician shall prepare the forms necessary for an E.M.T. License, as provided for in Act 79 of the Public Acts of Michigan of 1981, for those employees examined by him/her. A valid E.M.T. License shall be shown, by each employee annually, to the Chief of the Department, or any other City Official designated by the Chief Executive Officer.

## ARTICLE 18

### JOINT CIVILIAN DISPATCH

The following are considered framework requirements to operate the system but shall not preclude the City from establishing standards higher than those stated below.

#### A. DISPATCHER QUALIFICATION AND HIRING CRITERIA.

The qualified candidate shall have a minimum of a high school diploma or equivalent. Civil service shall conduct a written exam, an oral examination by qualified persons, and require a psychiatric and physical exam as well as a background check performed by the police Department. A probation period shall be established with a review board established to evaluate the employee.

#### B. TRAINING.

A civilian dispatcher shall receive necessary dispatch training from a professionally accredited school prior to assignment to duty. The civilian dispatcher shall be trained in advanced first aid, basic cardiac life support training, and also be familiarized with basic EMT procedures with some in-service training. The civilian dispatcher shall receive fire fighting orientation so as to familiarize the employee with the common fire ground activities, fire fighting equipment, tools and procedures common to the fire service. Extensive training and familiarization with the streets and structures served by the fire service is required. There shall be established a continuous training program designed to keep civilian dispatchers current with all the above items mentioned.

#### C. EQUIPMENT AND RESOURCES.

The enhanced 911 telephone system must be in service prior to the implementation of a system of civilian dispatch. A computer shall be used to aid the dispatcher with the many circumstances that will arise needing immediate response. Most dispatch procedures and vehicle responses will be pre-planned and shall be designated to eliminate decision making by the civilian. Apartment maps, city maps and other hard copy resources shall be updated to provide current and reliable back-up to the computer system.

**D. PERSONNEL.**

1. There shall be a minimum of at least one dispatcher on duty whose primary function shall be fire dispatch. In no event shall trained fire dispatchers be laid off and replaced by police dispatchers that are not fully trained and qualified as fire dispatchers.
2. In the event there is no fully trained civilian dispatcher on duty for any reason, then a fully trained fire fighter or personnel fully trained in fire dispatch shall be assigned to do fire dispatch until a fully trained civilian dispatcher is available to resume dispatch duties.

**E. SUPERVISION.**

The civilian dispatch operation shall receive equal supervisory input from the Police and Fire Departments. Supervisors from each department shall receive training and orientation on the needs and procedures of the other department. Running operations, dispatch rules and regulations, communication codes, alarm priorities, etc., shall be formulated jointly by a Board consisting of representatives of both the Police and Fire Department.

**F. IMPLEMENTATION.**

To insure that this system of joint civilian dispatch will provide a service at least equal to the current system, and preferably improve the delivery of fire and rescue service and insure an acceptable level of safety, all systems must be fully in place, fully operational, and operated by fully trained personnel. Some areas may need minor changes to improve the system, but the resources and hardware should be designed to accommodate future needs of both the City and the emergency services.

## ARTICLE 19

### GENERAL PROVISIONS

#### A. HOUSEKEEPING.

All members of the firefighting function shall participate equally in the housekeeping duties, under the general supervision of the station commander who shall also participate in said housekeeping duties. These duties shall commence by 9:00 a.m. and be completed by 12:00 noon daily. Housekeeping duties shall be completed expeditiously. If, because of unusual situations, this work is not completed in the above time, it shall be completed between the hours of 1:00 p.m. and 4:00 p.m.

#### B. MAINTENANCE.

1. Any maintenance other than skilled trades shall be performed during the regular housekeeping period. Outside maintenance, including training, shall be done only when weather permits.
2. No employee of the Fire Department shall be required to do work usually performed by a skilled tradesman, e.g., electrician, plumber, or carpenter. However, this shall not preclude a Fire Department employee from voluntarily performing such work.
3. Firefighter's duties shall consist of keeping Fire Department equipment and vehicles clean and performing light maintenance and all other work directly related with Firefighting and Fire Prevention, including general hydrant maintenance, excluding repair and replacement.

#### C. RECREATION.

The City shall permit the Union to supply each Fire Station with recreational equipment to be used after the housekeeping period is completed.

#### D. RESIDENCY.

No present or prospective employee of the City shall be required to be a resident of the City of Westland in order to gain or maintain employment with the City.

**E. SAFETY COMMITTEE.**

1. It is mutually agreed that safety of Department Personnel and the citizens they serve is of prime importance. To enhance that aim, a departmental safety committee shall be maintained consisting of the Chief of the Department, a representative appointed by the City Administration and three (3) Union members, one (1) of whom shall be a command officer. The Safety Committee will meet at least twice annually, with scheduled meetings in March and September.
2. This committee shall periodically inspect all rolling equipment, hoses, and implements, protective gear, as well as review departmental procedures in the safety area. Recommendations for improved safety equipment and procedures shall be made by the committee to the City Administration. The committee shall develop a safety manual for use by the Fire Department.
3. The committee, by majority vote, may initiate a safety grievance, which shall be filed at the Third Step of the Grievance Procedure.

**F. PRECLUSION FROM OUTSIDE MEDICAL EMPLOYMENT.**

Because of Firefighter/Paramedic burnout, blood borne pathogen, airborne pathogen, and related stresses, firefighters shall be precluded from working on their off-duty time for any other EMS, ambulance, rescue, hospital, clinic, or health care facility in the capacity of a health care worker, unless specific approval is granted by the Chief of the Department.

**G. RESCUE-PERSONNEL-MISCELLANEOUS RESPONSIBILITIES AND DUTIES**

1. It shall be the responsibility of all ambulance/rescue personnel to collect and complete the medical and insurance information on each patient who has been provided medical rescue service. It shall also be their responsibility to enter all required data into the City's computer system.
2. The City shall also have the ability to utilize their trained medical personnel to perform at their level of licensing for other medical services and for training. Those services may include Mantoux II tests, and inoculations.

**H. EMPLOYEE RIGHTS**

1. Each employee shall have the right upon request to review the contents of his/her own personnel file maintained at the City. All evaluations by supervisory personnel or validated complaints directed toward the employee which are included in the personnel file shall be called to the employee's attention at the time of such inclusion.



2. Within a two year period following the insertion of a letter of reprimand in the personnel file of the employee, he/she may ask that review be made, and unless there is substantial reason otherwise, the letter will be removed and record of it expunged.

## ARTICLE 20

### PENSION

#### A. GENERAL PENSION PROVISIONS.

1. The City shall provide pension benefits as required by Act 345 Public Acts of Michigan of 1937, as amended and as modified by this Agreement. In addition, effective July 1, 1998, the City shall provide that the regular retirement pension payable to the retirees of the Fire Department shall be 2.8% of the average final compensation multiplied by the first thirty (30) years of service credited to the retiree, plus 1% of his/her average final compensation multiplied by the number of years, and fraction of a year, of service years credited which are in excess of thirty (30) years.
2. For all retirees after 7/1/94, after six full years since the month of the employee's regular retirement, the monthly pension payment shall be increased by 5%. Retirees prior to 7/1/94 shall be provided a one-time adjustment based on the sliding scale below after adjusting their annual pension payment would have been had they not utilized annuity withdrawal provisions. Such payments shall commence to those who have been retired six or more years. The sliding scale shall be as follows:

Those over \$35,000-add 1.00% to their monthly payment  
Those under \$35,000-add 1.25% to their monthly payment  
Those under \$34,000-add 1.50% to their monthly payment  
Those under \$33,000-add 1.75% to their monthly payment  
Those under \$32,000-add 2.00% to their monthly payment  
Those under \$31,000-add 2.25% to their monthly payment  
Those under \$30,000-add 2.50% to their monthly payment  
Those under \$29,000-add 2.75% to their monthly payment  
Those under \$28,000-add 3.00% to their monthly payment  
Those under \$27,000-add 3.25% to their monthly payment  
Those under \$26,000-add 3.50% to their monthly payment  
Those under \$25,000-add 3.75% to their monthly payment  
Those under \$24,000-add 4.00% to their monthly payment  
Those under \$23,000-add 4.25% to their monthly payment  
Those under \$22,000-add 4.50% to their monthly payment  
Those under \$21,000-add 4.75% to their monthly payment  
Those under \$20,000-add 5.00% to their monthly payment

3. Average Final Compensation is to be computed on the best three (3) out of the last ten (10) years. This change takes effect as of July 1, 1984.

4. Effective July 1, 1988, an employee shall be eligible for regular retirement benefits after twenty-five (25) years service, regardless of age.
5. A retired employee shall select an option within sixty (60) days after retirement. If the retiree fails to select an option within sixty (60) days, then an option shall be selected for him/her as follows:
  - a. If the retiree is married at the time of retirement, then upon his/her death the surviving spouse shall be entitled to a pension equal to sixty (60%) percent of the regular retirement pension.
  - b. If the retiree is not married at the time of retirement but has a dependent child or children, then the youngest dependent surviving child shall receive a pension equal to fifty percent (50%) of the retiree's regular retirement pension.
6. Annuity Withdrawal and Employee Pension Contributions
  - a. Employees of the Westland Fire Department who were hired before July 1, 2007 shall have their 1% contribution toward the act 345 Retirement System paid and credited on their behalf by the employer, the City of Westland. Employees of the department who were first hired by the City on or after July 1, 2007 shall pay 5% of their base salary as their contribution towards their pension.
  - b. The City recognizes that the Union shall retain a delegate as a contributory member on the Act 345 Pension Board, as provided by the statute.
  - c. Employees have the right to annuity withdrawal rights under the terms and conditions as outlined in the memoranda of understanding in the appendix of this contract.
  - d. If a firefighter is deceased prior to the surviving spouse's ability to vest a pension under the terms and conditions of Act 345, the surviving spouse shall be entitled to withdraw all accumulated employee contributions.

**B. AVERAGE FINAL COMPENSATION.**

Average Final Compensation will be calculated to include:

1. Base Wage
2. Longevity pay
3. Holiday Pay
4. Uniform Allowance
5. Pay for unused sick time according to the schedule in Article 12
6. Pay for unused vacation leave as specified in Article 13

7. EMT Bonus Pay
8. Food Allowance
9. On-Call Pay
10. Specialist Bonus Pay
11. Paramedic Bonus Pay
12. Specialist Assignment Pay
13. Paramedic Assignment Pay
14. Technological Bonus

**C. AUTOMATIC VESTING RIGHTS.**

After the completion of ten (10) years of service an employee is automatically vested. After ten (10) years the surviving spouse shall have all the pension rights as specified in P.A. 345 Sec. 6a (1) and (2).

**D. PRIOR SERVICE.**

An employee may purchase up to a combined maximum of six (6) years of prior full time fire service or military service, prior to employment by the City of Westland. Effective 12-1-01, an employee may purchase up to a maximum of three (3) years prior fire or military service credited at a rate of one (1) years service credit for every three (3) years service to the military or other jurisdiction. The employee shall be required to contribute five (5%) percent of current pay for each year of service purchased.

**E. DUTY DISABILITY PENSIONS.**

1. An employee on a duty disability pension shall convert to a regular retirement pension when the retiree attains twenty-five years of combined years of active service and duty disability pension. The pension shall be calculated the same as a regular retirement pension under Section A., paragraph 1 of Article 20.
2. An employee who retires with a duty disability pension shall receive 85% of the current gross wage of the rank the employee last held. This payment shall continue until the retiree meets the minimum requirements to convert to a regular pension as described in E-1.
3. A duty disability retiree shall select an option within sixty (60) days after receiving his/her first duty disability retirement check. If the duty disability retiree is incapable of selecting an option within sixty (60) days, then the duty disability retiree or retiree's spouse or guardian may request a sixty (60) days extension of time in which to select an option. If the duty disability retiree does not select an option with the extended sixty (60) days, then the retiree's spouse or guardian shall make the selection for the retiree. If a duty disability

retiree does not select an option prior to the retiree's death, then an option shall be selected for the retiree as follows:

- a. If the duty disability retiree was married at the time of disability and married to the same spouse at the time of death, the surviving spouse shall receive a pension equal to 60 % of the regular retirement pension of the deceased retiree.
  - b. If the duty disability retiree was not married at the time of retirement and at the time of death, his/her youngest dependent child shall receive a pension equal to fifty (50%) percent of the regular retirement pension of the deceased retiree, until the child attains the age of nineteen (19), or graduates from post-high school education, but not to exceed the age of twenty-three (23).
4. Effective upon ratification of this agreement, if a firefighter dies in the line of duty, his or her surviving spouse shall be paid a pension and benefits equal to the pension and benefits the officer would have been entitled to if he or she had twenty-five (25) years of service at the time of death (calculated using the base pay of the employee), and said pension and benefits shall continue for the life of the surviving spouse or until the remarriage of the surviving spouse. It is intended that this provision shall supplant and replace the "Widows duty death pension" that is set forth in Section 6(2)(a) of Public Act 345 of 1937, as amended, being MCLA 38.556(2)(a), as amended.

## **F. PERIODIC MEDICAL EXAMINATION.**

1. At least once each year during the first five years after the retirement of a member with a disability retirement pension and at least once in every 3-year period thereafter, the board may, and upon the retired member's application shall, require a retired member who has not attained age 55 years to undergo a medical examination to be made by or under the direction of a physician, designated by the board, at the place of residence of the retired member or other place mutually agreed upon. Should a retired member who has not attained age 55 years refuse to submit to the medical examination in the period, his/her disability retirement pension may be discontinued by the board and should the refusal continue for 1 year all his/her rights in and to his/her disability retirement pension may be revoked by the board. If upon a medical examination of the retired member the physician reports to the board that the retired member is physically able and capable of resuming employment in the classification held by the member at the time of retirement, then the member shall submit to an examination by a medical committee consisting of the member claiming benefits, and if necessary, a third physician designated by the first two physicians named. The medical committee, by a majority opinion, shall certify whether the member continues to be mentally or

physically incapacitated from the further performance of duty as a fire fighter in the service of Westland.

2. If the committee certifies that the member is no longer incapacitated to perform duty as a firefighter in the service of Westland, the member shall be restored to active service in the employ of the city, village, or municipality and payment of disability pension shall cease provided the report of the physician is concurred in by the board. A retired member restored to active service shall from the date of return to service again become a member of the retirement system and shall contribute to the retirement system thereafter in the same manner as before his/her disability retirement. Service credited to the member at the time of disability retirement shall be restored to full force and effect. The member shall be given service credit for the period he/she was receiving a duty disability pension provided for in subparagraph (d) of Section 6 of Act 345, but shall not be given service credit for the period he/she was receiving a non-duty disability pension provided for in subparagraph (e) of Section 6 of Act 345. Amounts paid under the workers compensation act of this state to a retired member shall be offset against and payable in place of benefits provided under this act. If benefits under the compensation act are less than the benefits payable under this act, then the amount to be paid out of the funds of the retirement system shall be the difference between the benefits provided under the compensation act and the benefits provided in this act. Upon the termination of benefits under the compensation act, then and thereafter benefits shall be paid in accordance with this act.

**G. PAID RETIREE BLUE-CROSS.**

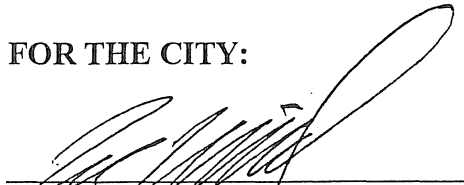
The Blue Cross/Blue Shield coverage for retired employees and their spouses will be paid for by the Act 345 Pension System for Westland Fire Department Retirees. It is further agreed that, during such time that the Act 345 Pension System provides the said Blue Cross/Blue Shield coverage for retirees and their spouses any obligation of the City to do so under Article 14 (B) shall be suspended.

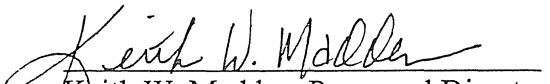
**H. PENSION FREEZE AGREEMENT.**


It is agreed to by both the City and the Union that there shall be no negotiated changes in the pension system, pension formula, or pension requirements for minimum period of ten (10) years beginning July 1, 1998.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18th day of December, 2007, by and through their respective duly authorized officers and agents.


**FOR THE CITY:**

  
\_\_\_\_\_  
William K. Wild, Mayor

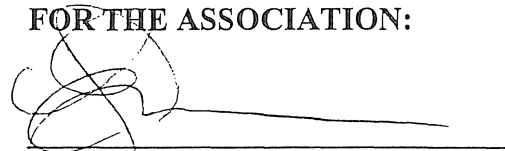
  
\_\_\_\_\_  
Keith W. Madden, Personnel Director


  
\_\_\_\_\_  
Michael J. Reddy, Fire Chief


  
\_\_\_\_\_  
Steven J. Smith, Finance Dir.

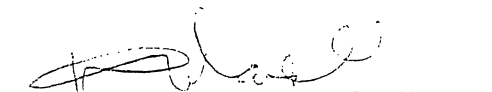
  
\_\_\_\_\_  
Angelo Plakas, City Attorney

**FOR THE ASSOCIATION:**

  
\_\_\_\_\_  
Edward Hosmer, President

  
\_\_\_\_\_  
Michael Olderman, Vice President

  
\_\_\_\_\_  
Kenneth Grabowski, Secretary

  
\_\_\_\_\_  
Mitch Tokarski, Treasurer

# APPENDIX

## MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING

Between the City of Westland and the Firefighter's Union, Local #1279.

This Agreement entered into and effective this 1st day of July, 1994 by and between the City of Westland and the Firefighter's Union, Local 1279 of Michigan to amend their current collective bargaining agreement covering the period July 1, 1994 to June 30, 1998, by adding the following:

Effective July 1, 1994, the five (5%) percent employee required contribution originally contemplated by Act 345 shall be reduced to one (1%) percent which amounts shall be paid by the employer into the defined contribution plan.

Effective July 1, 1994, persons who retire on or after July 1, 1994, shall be entitled to Lump Sum reimbursement of the employer's five (5%) percent contribution with interest, which were made on or after July 1, 1994, and which are paid into the Defined Contribution Plan.

CITY OF WESTLAND

FIREFIGHTER'S UNION  
LOCAL #1279

BY: A. Kurt Herbst

BY: \_\_\_\_\_

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

[Signature]

MEMORANDUM OF UNDERSTANDING

Between the City of Westland and the Firefighter's Union, Local #1279.

This Agreement entered into and effective this 1st day of July 1994, by and between the City of Westland and the Firefighter's Union, Local #1279 to amend their current collective bargaining agreement covering the period July 1, 1994 to June 30, 1998, by adding the following:

The parties agree that the de facto operation of the Retirement System for the City of Westland since at least January 1, 1992, consists of a defined benefit plan commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan which have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans, under the provisions of the Internal Revenue Code. The parties acknowledge that not all administrative procedures regarding operation of two plans were put into place prior to 1992. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties agree to all requirement with respect to maintaining the plans as qualified plans. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e. the pension and annuity) of the plans of the Retirement System. It is agreed that, other than additional administrative and processing costs and nominal actuarial costs, the action required by the City pursuant to this Section, shall not result in additional costs tot he employer or the Pension Fund.

Both the Defined Contribution Plan and the Defined Benefit Plan of the Retirement System are intended to be a plan qualified under Section 401(a) of the Internal Revenue Code. The defined contribution Plan provides for employer contributions to be made by the employer to the member's account, in amounts as determined by collective bargaining and any income, gains or losses as determined by investment performance, collective bargaining or the Board of Trustees,

less expenses as determined by the Board of Trustees of the Retirement System.

If a member makes an election, for lump sum withdrawal of defined contribution plan amounts, an annuity (defined contribution plan) portion of any retirement allowance shall be reduced by an amount which reflects the actuarial reduction (actuarial value of the withdrawn amount) so that this benefit does not result in an increase to employer costs to provide the total Retirement System benefit.

The defined contribution plan and the defined benefit plan together will provide the total retirement benefit payable per collective bargaining for union employees and established benefits for non-union employees.

This option is only available with respect to regular service retirement benefits and to disability retirants at the time they begin to receive benefits as if they were regular service retirants (i.e., same benefit computation) which occurs upon reaching age fifty-five (55) years with twenty-five years of service or per collective bargaining agreement. The Board of Trustees of the Retirement System will decide any issues with respect to this matter, subject to applicable collective bargaining provisions, and shall adopt appropriate policies and procedures to implement this agreement which decision of the Board of Trustees shall be final and binding on all parties.

CITY OF WESTLAND

FIREFIGHTER'S UNION  
LOCAL #1279

By: *A. K. ...*

By: \_\_\_\_\_

By: *[Signature]*

By: *[Signature]*

By: *[Signature]*

By: *[Signature]*

*[Signature]*