

6/30/94

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF RIVERVIEW
AND THE
RIVERVIEW FIREFIGHTERS ASSOCIATION

JULY 1, 1991

TO

JUNE 30, 1994

Riverview, City of

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	MANAGEMENT RIGHTS.....	1
2	UNIFORMS AND EQUIPMENT	1
3	FACILITIES.....	2
4	DUTY-RELATED DISABILITY.....	2
5	WAGES.....	4
6	EMT PAY.....	5
7	BONUS PAY.....	5
8	STANDBY PAY.....	5
9	PAY FOR TRAINING.....	6
10	INSURANCES.....	6
11	SEVERANCE PAY.....	7
12	DISCHARGE AND DISCIPLINE.....	7
13	PROMOTIONS.....	8
14	GRIEVANCE PROCEDURE.....	9
15	DURATION.....	11

This Agreement entered into this 20th day of December 1993 and effective on the 1st day of July 1991 between the City of Riverview, a municipal corporation (hereinafter referred to as the "City"), and the Riverview Firefighters Association (hereinafter referred to as the "Union").

ARTICLE 1

MANAGEMENT RIGHTS

The City of Riverview, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished in this Agreement herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity, and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the workforce and increase or decrease its size; (e) to hire, assign and layoff employees, to reduce the work week or the work day or effect reductions in hours worked by employees; (f) to direct the workforce, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications and prescribe and assign duties, content and classifications, and to establish wage rates for any new or changed classifications; (h) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (i) to establish work schedules; (j) to discipline and discharge employees for just cause; (k) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification, department or shift to another; (m) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 2

UNIFORMS AND EQUIPMENT

Section 2.1. UNIFORMS - The City will issue two (2) complete duty uniforms to the employee upon employment in the Fire Department.

After the initial issue, uniforms will be replaced as needed as determined by the Fire Chief or his or her designee. Uniforms and/or equipment damaged as a result of the employee's negligence will be replaced at the employee's expense.

Section 2.2. EQUIPMENT - All necessary gear for fire work, as determined by the Fire Chief, will be furnished by the City.

Section 2.3. EQUIPMENT STANDARDS - All equipment issued shall meet acceptable National Fire Protection Association (NFPA) standards. Current equipment not meeting NFPA standards, but meeting minimum standards required by MIOSHA will be replaced during the span of this Agreement.

Section 2.4. LOSS OR DAMAGE OF PERSONAL ITEMS - Any personal clothing, glasses, watches or rings lost or damaged at an emergency call will be replaced, provided that the employee is acting in accordance with established procedures. A claim must first be submitted to the Fire Chief for approval prior to replacement.

Section 2.5. LOCKERS - Lockers for personal use will be furnished for each employee. Lockers remain the property of the City and are subject to inspection without notice provided that a Union officer is afforded the opportunity to be present.

ARTICLE 3

FACILITIES

Section 3.1. SLEEPING QUARTERS - Appropriate sleeping quarters will be furnished by the City.

Section 3.2. FACILITIES - A kitchen, dayroom equipment, utensils, chairs, stoves and similar items will be furnished at the City's expense. Dayroom equipment shall consist of couch(es), chairs, and a television set. Cable television connections shall be at the Union's expense.

Section 3.3. GROUP MEETINGS - Use of the Fire Hall for group meetings will be permitted only with the approval of the Fire Chief.

ARTICLE 4

DUTY-RELATED DISABILITY

Section 4.1. DUTY-RELATED DISABILITY - An employee disabled as a result of his or her duties with the City and unable to return to firefighting duties, shall be compensated as follows:

A) Employee Employed Full-Time Outside of the City Service.

(1) Compensation. An employee injured as a result of his or

her duties with the Fire Department shall be compensated in an amount equal to one hundred percent (100%) of his or her combined full-time outside employment wage, based on a forty (40) hour workweek and their Fire Department wage based on twelve (12) hours per week, to be offset by any worker's compensation payments received and/or benefit paid by his or her outside employer, such as sick leave, vacation leave, insurance, etc.

(2) Limitation. This supplemental compensation shall be paid for a period not to exceed six (6) months. Thereafter, the employee shall only be entitled to his or her worker's compensation benefit based on the combined wages as stated above as prescribed by State law.

(3) Hospitalization Insurance. Employees covered by hospitalization insurance through their outside employer and, as a result of the disability arising out of his or her employment with the Fire Department, causes the employee's outside employer to terminate his or her hospitalization coverage, the City will reimburse said employee for the premiums paid to the outside employer for continuing the hospitalization insurance. Termination of the insurance must arise solely out of the disabling duty-related injury and the employee's inability to perform his or her duties at his or her outside job due to the injury, for this reimbursement to be applicable. This coverage shall be for a period not to exceed twelve (12) months from the date the reimbursement begins. Verification of the termination of coverage by the outside employer shall be required.

B) Employee Not Employed Outside of the City Service, But Receiving Unemployment Compensation and Ruled Ineligible Due to His or Her Disability.

(1) Compensation. An employee injured as a result of his or her duties with the Fire Department shall be compensated in an amount equal to one hundred percent (100%) of his or her combined unemployment benefit and their Fire Department wage based on twelve (12) hours per week, or their worker's compensation benefit, whichever is greater.

(2) Limitation. This supplemental compensation shall be paid for a period not to exceed the period for which unemployment benefits would have been paid to the employee. Thereafter, the employee shall only be entitled to his or her worker's compensation benefit as prescribed by State law.

C) Employee Not Receiving Unemployment Compensation Benefits and Not Employed Outside of the Fire Department.

- (1) Compensation. An employee injured as a result of his or her duties with the Fire Department shall be compensated in an amount equal to one hundred percent (100%) of his or her Fire Department wage based on twelve (12) hours per week, to be offset by any worker's compensation payments received.
- (2) Limitation. This supplemental compensation shall be paid for a period not to exceed six (6) months. Thereafter, the employee shall only be entitled to his or her worker's compensation benefit as prescribed by State law.

Section 4.2. LIMITATION AND VERIFICATION - In any of the situations described in this Article, it is understood that the earnings received by the employee shall not exceed what he or she would have earned had he or she not been injured, based on a forty (40) hour workweek outside the Fire Department, plus a twelve (12) hour workweek in the Fire Department. Further, the injured employee must submit verification of earnings for a period of time as necessary for the City to determine said earnings.

Section 4.3. OUTSIDE EMPLOYMENT DEFINED - "Outside employment" shall mean any activity for which the employee is paid a compensation for services rendered to another and reported to the Internal Revenue Service. Further, said employment must have been completed within a period of not less than one (1) month prior to the injury.

ARTICLE 5

WAGES

Section 5.1. WAGE SCHEDULE - The following hourly wage schedule shall be in effect for unit members for the three (3) year term of this Agreement:

- A) Effective July 1, 1991 - Four percent (4%) increase.

Firefighter Trainee	\$ 6.76
Firefighter	\$ 8.62
Fire Sergeant	\$ 9.24
Fire Lieutenant	\$ 9.44
Fire Captain	\$ 9.52

- B) Effective July 1, 1992 - Two percent (2%) increase.

Firefighter Trainee	\$ 6.90
Firefighter	\$ 8.79
Fire Sergeant	\$ 9.42
Fire Lieutenant	\$ 9.63
Fire Captain	\$ 9.71

C) Effective July 1, 1993 - Two percent (2%) increase.

Firefighter Trainee	\$ 7.03
Firefighter	\$ 8.97
Fire Sergeant	\$ 9.61
Fire Lieutenant	\$ 9.82
Fire Captain	\$ 9.90

Section 5.2. FIREFIGHTER TRAINEE RATE - The Firefighter Trainee rate shall be paid to those newly-hired firefighters who have not obtained their Firefighter I certification. Upon receiving said certification the firefighter may progress from the Firefighter Trainee wage rate to the Firefighter wage rate.

Section 5.3. REIMBURSEMENT FOR LOST WAGES - In the event a employee is ordered into work at the Fire Department in an emergency and said response causes the employee to lose wages from his or her outside employment, then the City shall reimburse the employee for his or her lost wages. The employee shall provide verification of the lost wages to the City.

Section 5.4. STEP-UP PAY - A firefighter scheduled to work in a Fire Sergeant capacity shall be paid at the Fire Sergeant's rate of pay for the actual hours scheduled in that capacity.

ARTICLE 6

EMT PAY

All State-licensed EMT personnel will maintain and keep their license current. These personnel will receive an added fifteen cents (\$0.15) per hour to their regular rate of pay for hours scheduled as Firefighters on duty through December 31, 1993. Effective January 1, 1994, the hourly EMT pay will be discontinued, and EMT pay will convert to an annual lump sum, on a fiscal year basis, of one-hundred fifty dollars (\$150.00) to be paid in arrears on the first pay period after July 1st of each year. The EMT pay shall be prorated on a fiscal year basis.

ARTICLE 7

BONUS PAY

A lump sum bonus payment shall be paid in arrears in July of each year. Said payment shall be equivalent to seventy-five cents (\$0.75) per hour on actual scheduled duty hours and excluding training, standby, and miscellaneous hours.

ARTICLE 8

STANDBY PAY

An employee who is off-duty and called to duty by the City shall

be compensated in accordance with the federal Fair Labor Standards Act at his or her regular rate of pay as set forth in Article 5 of this Agreement. Effective upon the pay period after the ratification of this Agreement, an employee who is off-duty and called to duty by the City shall be compensated at minimum of one (1) hour's pay as set forth above. The employee shall be required to work the entire hour unless he or she is released earlier by the City.

ARTICLE 9

PAY FOR TRAINING

Employees will be paid their regular hourly rate of pay for all hours of training required by the City, except that the first nine (9) hours of state-mandated training which occurs outside of the employee's scheduled working hours and does not constitute compensable training under the federal Fair Labor Standards Act will not be paid.

ARTICLE 10

INSURANCES

Section 10.1. LIFE INSURANCE - The City will maintain premiums on the present life insurance policy with Canada Life through the Michigan State Firefighters Association (MSFA) in an amount not to exceed the premium rate in effect on July 1, 1985.

Section 10.2. LIABILITY INSURANCE - Employees covered by this Agreement shall be covered by the City's liability coverage program subject to the exclusions set forth in the City's liability coverage documents. (The City is currently a member of the Michigan Municipal Risk Management Authority.)

Section 10.3. VEHICLE ACCIDENTS WHILE RESPONDING

- A) If an employee, while in the process of responding to an emergency call from his or her home to the scene of the emergency or to standby, is involved in an vehicle accident which is not his or her fault, then the City will reimburse the employee an amount equal to his or her insurance deductible. The employee must show proof that his or her vehicle was repaired. A police report on the accident shall be submitted to the Fire Chief. Further, the City shall make available a loaner automobile for the employee's use until his or her vehicle is repaired, provided that his or her insurance does not provide this same benefit.
- B) Where no fault on the part of the employee is found, the employee, on his or her own behalf, will initiate an action against the party at fault to recover damages. The City shall be entitled to recover its costs incurred as a result of said accident from any award granted in favor of the claimant employee.

ARTICLE 11

SEVERANCE PAY

The City shall pay an employee, upon termination of employment with the Fire Department, a sum equal to two dollars (\$2.00) per duty shift up to a maximum of fifty (50) duty shifts per year of service (\$100.00) for a maximum of twenty-five years of service (\$2,500). This sum shall be paid to eligible employees upon separation from the Fire Department. To be eligible for this payout, the employee must have a minimum of ten (10) years of total service time on the Fire Department. The years of service shall be determined by the employee's employment date. Further, an employee must have worked a minimum of twenty-five (25) duty shifts in an anniversary year to constitute a year of service.

ARTICLE 12

DISCHARGE AND DISCIPLINE

Section 12.1. UNIFORMITY OF DISCIPLINE - It is the intent of the City to effect continuity in dispensing discipline.

Section 12.2. RIGHT TO CONSULT UNION REPRESENTATIVE - In cases of suspension or discharge, the employee has the right to discuss the City's action with his/her Union representative upon City property before such employee shall be required to leave the premises of the City.

Section 12.3. WRITTEN NOTIFICATION - The City will issue, in writing, the reason(s) for a discharge or suspension as soon after the occurrence as possible and issue a copy to the employee and the Union. The City will attempt to give the employee his/her copy prior to leaving the premises. If this is not possible, it will be mailed to the employee's last known address filed with the City.

Section 12.4. DISCIPLINARY ACTIONS NOT SUBJECT TO ARBITRATION - Oral and written reprimands or warnings as well as suspensions of three (3) duty shifts or less shall not be subject to Step 4 (Arbitration) of the grievance procedure. In the appeal of a grievance concerning other than an oral or written reprimand or warning as well as a suspension of three (3) duty shifts or less, which is subject to arbitration, the arbitrator has no authority to review the facts or circumstances which are the basis for any oral or written reprimand or warning as well as any suspension of three (3) duty shifts or less used in the disciplinary action that is the subject of the arbitration. However, the arbitrator may assign appropriate weight to the oral or written reprimand or warning as well as the suspension of three (3) duty shifts or less. The entire written record concerning the oral or written reprimand or warning as well as the suspensions of three (3) duty shifts or less shall be submitted to the arbitrator.

Section 12.5. DISCHARGE - In an instance of discharge the grievance will be initiated at the third step of the grievance procedure.

Section 12.6. USE OF PAST RECORD - In imposing any discipline on a current charge, the City will not take into account any infractions, of a non-serious nature, which occurred more than eighteen (18) months previous, and not to take into account any infractions of a serious nature, which occurred more than twenty-four (24) months previous.

ARTICLE 13

PROMOTIONS

Section 13.1. PROMOTION TO FIRE SERGEANT

- A) Upon a vacancy in the Fire Sergeant ranks, the vacancy will be filled within ninety (90) days. If the vacancy is not filled within ninety (90) days, the senior Firefighter, provided he or she meets the eligibility requirements for said grade, will be made a temporary Fire Sergeant at the Fire Sergeant's rate of pay until the vacancy is filled. The vacancy will be filled from an eligibility list based on written and oral testing, experience, and training. The employee with the highest combined test scores (written and oral) shall be promoted. The eligibility list shall stand for one (1) year or until exhausted.
- B) Eligibility. To be eligible to compete for promotion to the position of Fire Sergeant a Firefighter must meet the following minimum requirements:
- 1) Five (5) years seniority.
 - 2) State-licensed Emergency Medical Technician.
 - 3) Firefighter I certification. Employees hired prior to October 1, 1988 are exempt from the Firefighter I certification requirement.

Section 13.2. PROMOTION TO FIRE LIEUTENANT

- A) Upon a vacancy in the Fire Lieutenant ranks, the vacancy will be filled within sixty (60) days. If the vacancy is not filled within sixty (60) days, the senior Fire Sergeant will be made a temporary Fire Lieutenant at the Fire Lieutenant's rate of pay until the vacancy is filled. Promotion shall be at the Fire Chief's discretion.
- B) Eligibility. To be eligible for promotion to the position of Fire Lieutenant a Fire Sergeant must meet the following minimum requirements:
- 1) Three (3) years in grade as a Fire Sergeant.

- 2) State-licensed Emergency Medical Technician.
- 3) Firefighter I certification. Employees hired prior to October 1, 1988 are exempt from the Firefighter I certification requirement.

Section 13.3. PROMOTION TO FIRE CAPTAIN

- A) Upon a vacancy in the Fire Captain ranks, the vacancy will be filled within sixty (60) days. If the vacancy is not filled within sixty (60) days, the senior Fire Lieutenant will be made a temporary Fire Captain at the Fire Captain's rate of pay until the vacancy is filled. Promotion and removal shall be at the Fire Chief's discretion.
- B) Eligibility. To be eligible for promotion to the position of Fire Captain a Fire Lieutenant must meet the following minimum requirements:
- 1) Three (3) years in grade as a Fire Lieutenant.
 - 2) State-licensed Emergency Medical Technician.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1. GENERAL - A grievance is defined as an alleged violation of a specific Article and Section of this Agreement as they relate to members of the bargaining unit. If any such grievance arises there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following procedures.

Section 14.2. STEP 1 - An employee who feels he/she has a grievance shall discuss the matter with the Fire Marshal within three (3) working days from the date of occurrence in an attempt to settle same. It is urged and encouraged that these discussions be on a friendly and informal basis and that every effort be made at this point to solve the problem. However, if the grievance cannot be settled at this step, it may proceed to Step 2.

Section 14.3. STEP 2 - If the grievance is not settled at Step 1, it shall be reduced to writing, signed by the grievant and submitted to the Fire Chief via the Union within seven (7) working days from the occurrence of the alleged violation. The written grievance shall identify the Article and Section of the contract which the employee believes was violated, contain a specific statement of the facts as to what caused the grievance and the remedies sought by the grievant. The Fire Chief shall, within seven (7) working days after a written submission to him/her, submit to the Union and the grievant a written reply including his/her determination and reasons for the same.

Section 14.4. STEP 3 - A grievance not settled at Step 2 must be filed with the City Manager within ten (10) days from the Fire

Chief's action taken on the grievance. The City Manager shall within ten (10) days after submission of the grievance to him/her submit to the Union and the grievant a written reply including his/her determination and the reasons for the same. The City Manager's decision will be final and binding on the parties with the exception of a grievance concerning a termination or a suspension in excess of three (3) duty shifts which may be appealed to Step 4 of the grievance procedure.

Section 14.5. STEP 4

- A) Arbitration. If the Union is not satisfied with the decision of the City Manager, the decision may be appealed to arbitration by notifying the City within fifteen (15) working days.
- B) Only grievances concerning a termination or a suspension in excess of three (3) duty shifts may be submitted to arbitration.
- C) The arbitration proceeding shall be conducted by an arbitrator selected from the American Arbitration Association by the Union and the City in accordance with applicable rules and regulations of the Association.
- D) An arbitrator selected shall rule only on contractual provisions set forth herein.
- E) After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.
- F) Finality of Decision. There shall be no appeal from the arbitration decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the City.
- G) Expenses of the Arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. A verbatim transcript of the proceedings will be made, with the cost to be equally divided and copies furnished to both parties and the Arbitrator.

Section 14.6. GENERAL CONDITIONS - The following shall apply to the grievance procedure:

- A) The City shall make every effort to respond in a timely fashion at each step of the grievance procedure. However, any grievance not answered within the prescribed time limit at any step will be commensurate to a denial of the remedies sought by the Union for the grievance. If this is the case, the Union may appeal to the next step of the grievance.
- B) Any grievance not appealed from a decision of the City in one of the steps of the above procedure to the next step as

prescribed shall be considered dropped and will not be subject to further appeal or consideration.

- C) The term "working days" as used in the grievance procedure shall exclude Saturdays, Sundays and holidays.
- D) Any grievance shall be presented within seven (7) working days of the alleged breach of the express terms and conditions of this Agreement. The City will not be required to consider any grievance which was not presented to the City seven (7) working days following the date on which the situation or incident which spawned the grievance last occurred.
- E) The time limits prescribed in the grievance procedure may be extended with the mutual consent of the parties.

ARTICLE 15

DURATION

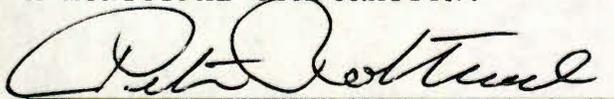
Section 15.1. Effective Date - This Agreement shall be effective July 1, 1991 and shall remain in full force and effect to and including June 30, 1994 at 11:59 p.m.

Section 15.2. Total Agreement - This constitutes the total agreement between the parties and all other past practices, unless approved in writing by the City, are no longer applicable.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, by their duly authorized representatives on December 20, 1993.

FOR THE CITY OF RIVERVIEW,
A MUNICIPAL CORPORATION:

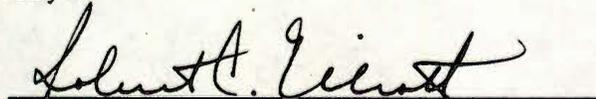
FOR THE RIVERVIEW FIREFIGHTERS
ASSOCIATION:



Peter Rotteveel
Mayor



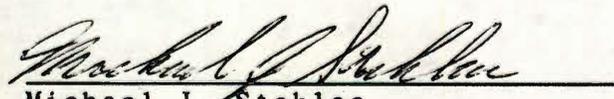
Lawrence R. Masseurant
President



Robert C. Elliott
City Manager



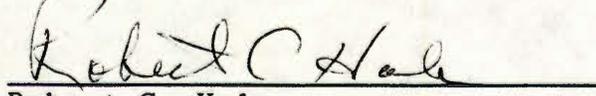
Robert M. Hale
Vice President



Michael J. Steklac
Assistant City Manager



Ronald C. Baker
Member at Large



Robert C. Hale
Fire Chief