

6/30/92

SPRINGFIELD FIRE FIGHTERS ASSOCIATION, AFL-CIO

LOCAL No. 2566

CITY OF SPRINGFIELD

JULY 1, 1990 THROUGH JUNE 30, 1992

*Springfield, City of*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

SPRINGFIELD FIRE FIGHTERS ASSOCIATION, IRL-110

LOCAL NO. 1566

CITY OF SPRINGFIELD

JULY 1, 1950 THROUGH JUNE 30, 1951

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

TABLE OF CONTENTS

| <u>Article and Section Title</u>           | <u>Page</u> |
|--|-------------|
| Preamble.....                              | 1           |
|  |             |
| I Recognition                              |             |
| 1. Recognition.....                        | 2           |
| 2. Condition of Employment.....            | 2           |
| 3. Employer Rights.....                    | 2           |
| 4. Non-discrimination.....                 | 2           |
| 5. Payroll Deduction.....                  | 3           |
| 6. Association Business.....               | 3           |
| 7. Employee Residency.....                 | 3           |
| 8. Association Officers.....               | 3           |
| 9. Bargaining Team - Association.....      | 4           |
| 10. Bargaining Team - City.....            | 4           |
|  |             |
| II Employer Rights                         |             |
| 1. Operation.....                          | 5           |
| 2. Enforcement.....                        | 5           |
|  |             |
| III Grievance Procedure                    |             |
| 1. Definition.....                         | 6           |
| 2. Informal Resolution.....                | 6           |
| 3. Timely Action.....                      | 6           |
| 4. Format and Processing Steps.....        | 6           |
| 5. Arbitration Powers.....                 | 8           |
| 6. Procedural Errors.....                  | 8           |
| 7. Individual Grievances.....              | 8           |
| 8. Grievance Form.....                     | 9           |
| 9. Consolidated and Policy Grievances..... | 9           |
| 10. Grievance Committee.....               | 9           |
|  |             |
| IV Discharge Cases                         |             |
| 1. Discipline.....                         | 10          |
| 2. Results of Grievance Procedure.....     | 10          |
|  |             |
| V Strikes and Lockouts                     |             |
| 1. Association and Employer Action.....    | 11          |
| 2. Employee Action.....                    | 11          |
|  |             |
| VI Seniority                               |             |
| 1. Definitions.....                        | 12          |
| 2. Probation.....                          | 12          |
| 3. Seniority List.....                     | 12          |
| 4. Seniority Termination.....              | 13          |
| 5. Layoff.....                             | 13          |
| 6. Filling Vacancies.....                  | 14          |

|      |                                  |    |
|------|----------------------------------|----|
| VII  | Leaves of Absence                |    |
|      | 1. Military.....                 | 15 |
|      | 2. Reinstatement Right.....      | 15 |
|      | 3. Conventions.....              | 15 |
|      | 4. Court Appearances.....        | 15 |
|      | 5. Jury Duty.....                | 16 |
|      | 6. Personal.....                 | 16 |
|      | 7. Emergency Leave.....          | 16 |
|      | 8. Funeral Leave.....            | 17 |
|      | 9. False Claim.....              | 17 |
|      | 10. Application Procedure.....   | 17 |
| VIII | Sickness and Accident Plan       |    |
|      | 1. Paid Equivalent.....          | 18 |
|      | 2. Timely Reporting.....         | 19 |
|      | 3. Qualification.....            | 19 |
|      | 4. Right to Investigate.....     | 20 |
|      | 5. Sick Leave Credit Payoff..... | 20 |
|      | 6. Other Leaves.....             | 20 |
| IX   | Hours of Work                    |    |
|      | 1. Normal Week.....              | 21 |
|      | 2. Project Assignment.....       | 21 |
|      | 3. Trading of Time.....          | 21 |
|      | 4. Licensed Work.....            | 22 |
| X    | Vacation Leave                   |    |
|      | 1. Vacation Days.....            | 23 |
|      | 2. Settlement.....               | 23 |
| XI   | Holidays                         |    |
|      | 1. Holidays.....                 | 24 |
|      | 2. Holiday Pay.....              | 24 |
|      | 3. Floating Holidays.....        | 24 |
|      | 4. Personal Leave Days.....      | 24 |
| XII  | Longevity Pay                    |    |
|      | 1. Longevity Pay.....            | 25 |
|      | 2. Eligibility.....              | 25 |
|      | 3. Payment.....                  | 25 |
| XIII | Insurance                        |    |
|      | 1. Life Insurance.....           | 26 |
|      | 2. Group Health Insurance.....   | 26 |
|      | 3. Retiree Health Plan.....      | 26 |
|      | 4. Dependents Continuation.....  | 27 |

|       |  |    |
|-------|--|----|
| XIV   | Pension  |    |
|       | 1. Act 345 Retirement.....                     | 28 |
|       | 2. Military Service Time.....                  | 28 |
|       | 3. Early Retirement Window.....                | 28 |
|       | 4. 1988 Retirement Option.....                 | 29 |
|       | 5. 1990 Retirement Option.....                 | 29 |
| XV    | Job Classification and Wages                   |    |
|       | 1. Job Classifications.....                    | 30 |
|       | 2. Rates of Pay.....                           | 30 |
|       | 3. Overtime.....                               | 30 |
|       | 4. Pay Schedule.....                           | 32 |
| XVI   | Safety and Training                            |    |
|       | 1. Safety Committee.....                       | 33 |
|       | 2. Authority of Safety Committee.....          | 33 |
|       | 3. Meetings.....                               | 33 |
| XVII  | General  |    |
|       | 1. Equipment Furnished.....                    | 34 |
|       | 2. Uniforms.....                               | 34 |
|       | 3. Maintenance.....                            | 34 |
|       | 4. Annual Allowance.....                       | 34 |
|       | 5. Bulletin Boards.....                        | 35 |
|       | 6. Chief to Post.....                          | 35 |
|       | 7. Contract Copies.....                        | 35 |
|       | 8. Severability of Provisions.....             | 35 |
|       | 9. Maintenance of Standards.....               | 35 |
|       | 10. Fire Station Coffee.....                   | 36 |
|       | 11. Employee Physicals.....                    | 36 |
|       | 12. Educational Incentive Pay.....             | 36 |
| XVIII | Drug Policy                                    |    |
|       | 1. Policy.....                                 | 37 |
|       | 2. Informing Employees About Drug Testing..... | 37 |
|       | 3. Employee Testing.....                       | 38 |
|       | 4. Specimen Collection.....                    | 39 |
|       | 5. Testing Procedure.....                      | 40 |
|       | 6. Confidentiality.....                        | 41 |
|       | 7. Use of Results.....                         | 41 |
|       | 8. Chemical Dependency Program.....            | 42 |
|       | 9. Right of Appeal.....                        | 42 |
|       | 10. Duty Assignment After Treatment.....       | 42 |
|       | 11. Right of Union Participation.....          | 42 |
|       | 12. Conflict with Other Laws.....              | 42 |
| IX    | Duration                                       |    |
|       | 1. Effective Period.....                       | 43 |

PREAMBLE

This Agreement is made and entered into at Springfield, Michigan, by and between the City of Springfield, hereinafter referred to as "Employer" or "City", and Local No. 2566 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the SPRINGFIELD FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the Association.

WITNESSETH: The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Association and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper service in an efficient manner to the community, the Employer, and the Association, for and in consideration of the mutual promises, stipulations and considerations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

XIV Duration  
1. Effective period.....  
XV  
1. Arc 345  
2. Military Service  
3. Early Retirement  
4. 1988 Retiree  
5. 1989 Retirement  
6. Pay Schedule  
7. Contract Copies  
8. Severability of Provisions  
9. Maintenance of Standards  
10. Fire Station Coffee  
11. Employee Physicals  
12. Educational Incentive Pay  
XVII Drug Policy  
1. Policy  
2. Informing Employees About Drug Testing  
3. Employee Testing  
4. Specimen Collection  
5. Testing Procedure  
6. Confidentiality  
7. Use of Results  
8. Chemical Dependency Program  
9. Right of Appeal  
10. Duty Assignment After Treatment  
11. Right of Union Participation  
12. Conflict with Other Laws  
IX Duration  
1. Effective period.....

## ARTICLE I: RECOGNITION

### SECTION 1: RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Association as the sole and exclusive bargaining representative for its uniformed employees in the Fire Department, excluding the Fire Chief, and agrees that it will not enter into any agreements with its Fire Fighters, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

It is understood and agreed that this Agreement shall become effective only after it has been ratified by a majority of the members in attendance at a ratification meeting of the Association, has been approved by the City Council and after it has been signed by authorized representatives of the City and members of the bargaining committee for the Association, and an authorized representative of the Local Union.

### SECTION 2: CONDITION OF EMPLOYMENT

As a condition of continued employment, all present employees covered by this Agreement shall become and remain members in good standing of the Association or cause to be paid to the Association a service fee equivalent to the amount of dues uniformly required of members. All employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Association in good standing or pay a service fee equivalent to the amount of dues uniformly required of members, within thirty-one (31) days after the date of hire.

### SECTION 3: EMPLOYER RIGHTS

The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees are vested solely and exclusively in the Employer.

### SECTION 4: NON-DISCRIMINATION

The Employer and the Association agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, sex, nationality, religion, political belief or lawful Union activity, nor shall the Employer or its agents nor the Association, its agents or members discriminate against any employee because of his membership or non-membership in the Association.

## SECTION 5: PAYROLL DEDUCTION

For those uniformed employees in the Fire Department who are or become members of the Union and who properly execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State and/or Federal law, the Employer agrees to deduct from one (1) of their paychecks each month the regular monthly Association dues and special assessments in the amounts certified to the Employer by the Secretary-Treasurer of the Association and to forward the same to said Secretary-Treasurer within the next fifteen (15) days following such deduction. The Association shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Association.

It is understood and agreed that the amount of Association dues referred to above shall be specifically stated on the payroll deduction authorization card for each employee giving such authorization.

## SECTION 6: ASSOCIATION BUSINESS

The Association agrees to conduct its business off the job as much as possible. This section shall not be construed so as to prevent a steward from fulfilling his responsibilities under the grievance procedure, nor shall it be construed to prevent certain routine business such as the posting of Association Notices and bulletins. Association meetings may be held in the Training Room of the Springfield Fire Station providing such meetings do not conflict with the normal operation of the Fire Department.

Association business agents or representatives having business with the employees may confer with such employees during the course of the working day for a reasonable length of time, provided permission is first obtained from the Chief.

## SECTION 7: EMPLOYEE RESIDENCE

Employees are at all times required to have on file with the Fire Department their current address and telephone number.

## SECTION 8: ASSOCIATION OFFICERS

The Officers of the Association shall consist of a President, Vice-President, Secretary, Treasurer and two executive board members who shall hold office for two (2) years. The office of Secretary and Treasurer may be held by the same individual.

SECTION 9: BARGAINING TEAM - ASSOCIATION

The bargaining team shall be elected by the Association members and shall be limited to four (4). Of that number, two (2) shall be released for such purposes of bargaining when it occurs during their normal work shift without loss of time or pay. The other two (2) members may be non-local Union representatives selected by the Association. The Association shall furnish the Employer in writing the names of its collective bargaining team prior to the commencement of negotiations and any changes thereto if necessary.

SECTION 10: BARGAINING TEAM - CITY

The City's team will normally consist of four (4) persons. The City Manager, the Department Head, and two (2) persons selected by the City Council.

SECTION 9: EMPLOYMENT

Rules, regulations, policies and procedures concerning the management of the Employer of the terms of this Agreement and another such policy or procedure which shall affect the rates of pay, hours of employment, or other conditions of employment of the employees covered hereby shall be subject to the provisions of this Agreement as set forth herein.

ARTICLE II - EMPLOYER RIGHTS

SECTION 1: OPERATION

The Association recognizes the prerogatives and responsibilities of the Employer to operate and manage the affairs of the Fire Department in all respects in accordance with its powers, authorities and obligations to its citizens. The Association further recognizes that the Employer retains the right to:

- (A) Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered.
- (B) Hire, assign, accomplish reductions in work force where justified by lack of work or funds by means of layoffs as defined in the layoff section of this Agreement.
- (C) Permit City of Springfield employees not included in bargaining unit to perform bargaining unit work assignments in emergency situations when, in the opinion of the management, this is necessary for the conduct of service.
- (D) Discharge and discipline employees for just cause.
- (E) Adopt, revise and enforce reasonable rules and regulations within the department.
- (F) Transfer, promote, demote employees from one classification within the department to another with just cause.
- (G) Purchase such materials or equipment as deemed advisable.

SECTION 2: ENFORCEMENT

Rules, regulations, policies and procedures concerning the management of the Employer of the terms of this Agreement and another such policy or procedure which shall affect the rates of pay, hours of employment, or other conditions of employment of the employees covered hereby shall be subject to the grievance procedure as set forth herein.

## ARTICLE III - GRIEVANCE PROCEDURE

### SECTION 1: DEFINITION

For the purpose of this Agreement, a "grievance" means any and all disputes with respect to the meaning, interpretation, application or alleged violation of the terms of this contract, including but not necessarily limited to rates of pay, hours, and conditions of employment including rules and regulations of the Department.

### SECTION 2: INFORMAL RESOLUTION

The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision; namely, the Fire Chief.

### SECTION 3: TIMELY ACTION

In the event a dispute cannot be resolved between the employee and the Chief, and a grievance is filed, timely actions shall be taken in the manner outlined in the sections that follow.

### SECTION 4: FORMAT AND PROCESSING STEPS

Grievances shall be in writing (in triplicate), and shall include the time and date, the alleged contractual violation or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signatures of the grievant and the President or Vice-President of the Association.

#### STEP 1:

Grievances shall be presented promptly, and in all cases, no later than five (5) calendar days from the time the Employee should have reasonably known that he had ground for a grievance. However, no grievance shall be processed regarding any occurrence which happened more than fifteen (15) calendar days prior to filing.

#### STEP 2:

The grievance shall first be orally discussed between the grievant and the Fire Chief at the time the grievance is presented.

If the oral discussion is not satisfactory, the written grievance shall be personally presented to the Fire Chief in the presence of the President or Vice-President. The Chief shall acknowledge the receipt of the grievance with his signature and shall enter the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or the President or the Vice-President.

The Fire Chief shall respond with a written answer to the grievant or President or Vice-President within five (5) calendar days after the receipt of the written grievance.

STEP 3:

If the answer to STEP 2 is unsatisfactory to the grievant, the grievant and the Association may, within three (3) calendar days from the receipt of the STEP 2 answer, appeal the matter to the City Manager. This appeal must be signed and dated by the grievant and the President or Vice-President.

The City Manager shall, within ten (10) calendar days after receipt of the appeal schedule a meeting to hear the dispute and render a written decision within three (3) calendar days following the meeting.

This meeting shall be with the Association's grievance committee and such other persons as the City Manager may feel necessary to obtain full information upon which to render his decision. Any decision rendered by the City Manager that is satisfactory to the grievant shall be final and binding to all parties concerned.

STEP 4:

If the answer to STEP 3 is unsatisfactory to the grievant, he may, with the approval of the Association, appeal the matter to arbitration. Within ten (10) calendar days from the receipt of the City Manager's decision the Association shall request from the Michigan Employment Relations Commission, a list of five (5) qualified arbitrators. A copy of this request shall be given simultaneously to the Fire Chief and the City Manager. Upon receipt of this list of names, the President or Vice-President of the Association and the Employer's representative shall alternately strike names from this list, with the right of first strike being decided by the flip of a coin. After two names have been struck by each

party, the one remaining shall be the arbitrator. It shall be the responsibility of the Association to notify the Commission of the selection.

#### SECTION 5: ARBITRATION POWERS

The arbitrator shall have no power to amend, add to, alter, ignore, change or modify the provisions of the Agreement or the written rules and regulations of the department or of the Employer, and the arbitrator's decision shall be limited to the application or interpretation of the above and to the specific issue presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he considers appropriate to the circumstances. The arbitrator shall render his decision in writing, as soon after the hearing as possible, and the fees and expenses shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Association, its members, the employee(s) involved, the Employer and its officials, including the Fire Chief, the City Manager, and their designated representatives.

#### SECTION 6: PROCEDURAL ERRORS

The failure of either party to follow the steps and time limits as allowed outlined herein shall result in the following:

(A) If the Employer does not respond in the time limits or fashion required in each step, the grievance shall be considered granted.

(B) In the event the Association does not appeal the grievance from one step to another within the time limits and the fashion required, the grievance shall be considered as being settled on the basis of the Employer's last answer.

The time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Association. Time limits set forth in the grievance and arbitration provisions shall be strictly adhered to. However, Saturdays, Sundays, and Holidays shall be excluded from the time limits for processing grievances.

#### SECTION 7: INDIVIDUAL GRIEVANCES

Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention or assistance of the

Association Officers. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Association. If an individual settles his own grievance, the settlement shall be binding only on the employee concerned, and it shall not set precedent or be binding upon the Association or any other member of the Association.

#### SECTION 8: GRIEVANCE FORM

A grievance form shall be used in filing a grievance. One copy of the form shall be the property of the employee filing the grievance. When filing a grievance, the Association, the Employer, and the employee will be required to submit all available information and defenses at each step of the grievance procedure.

The Employer and the Association shall agree on a grievance form if one is not already in use. Once such an agreement is reached on the form, and provided by the Association and employees as requested, this form shall be used exclusively in filing grievances.

#### SECTION 9: CONSOLIDATED AND POLICY GRIEVANCES

Grievances affecting more than one (1) employee may be treated as a policy grievance and entered directly at the Step 3 level of the grievance procedure by the Association. Grievances arising out of the same or a similar set of facts or incidents shall be consolidated and handled as one grievance. If the matter is resolved or goes to arbitration, the decision shall apply to all employees involved. In such consolidation and policy grievances, the President or Vice-President will sign on behalf of all grievants.

#### SECTION 10: GRIEVANCE COMMITTEE

The Association's Grievance Committee shall consist of the President and/or Vice-President. This Committee shall be allowed reasonable time while on duty to process grievances and attend the meeting provided for in Step 3 during their regularly scheduled work hours without loss of pay.

#### SECTION 11: INDIVIDUAL GRIEVANCES

Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention or assistance of the

## ARTICLE IV - DISCHARGE CASES

### SECTION 1: DISCIPLINE

In the event an employee under the jurisdiction of the Association is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure provided a written grievance with respect thereto is presented to the City Manager within seventy-two (72) hours, excluding Saturday, Sunday, and Holidays as defined in this Agreement, after such discharge or after the start of such suspension. This grievance shall be construed as a request under the Third Step of the grievance procedure. Decisions and Appeals from this type of grievance shall follow the procedures as defined in Article II, Section 4, Steps 3, 4, 5, and 6.

(A) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with the nearest member of the Association's Grievance Committee who is readily available before being required to leave the property of the Employer.

(B) It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, suspension, or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

(C) Any employee covered by this Agreement may view the contents of his personnel file in the personnel office in the presence of a member of the personnel staff during regular City Hall hours. The employee may have legal counsel or Association representation with him when viewing the personnel file.

### SECTION 2: RESULTS OF GRIEVANCE PROCEDURE

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be the employee's regular rate of pay at the time of such discharge or the start of such suspension.

ARTICLE V - DISCIPLINE

ARTICLE V - STRIKES AND LOCKOUTS

SECTION 1: ASSOCIATION AND EMPLOYER ACTION

The Association agrees that during the life of this Agreement neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow down or strike. The Employer agrees that during the same period there will be no lockouts.

SECTION 2: EMPLOYEE ACTION

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slow down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood that the question as to whether an employee or employees were, in fact, engaging in such prescribed activity may be resolved through the grievance procedure.

(C) Any employee covered by this Agreement may view the contents of his personnel file in the personnel office in the presence of a member of the personnel staff during regular City Hall hours. The employee may have legal counsel or Association representation with him when viewing the personnel file.

SECTION 3: RESULTS OF GRIEVANCE PROCEDURE

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be the employee's regular rate of pay at the time of such discharge or the start of such suspension.

## ARTICLE VI - SENIORITY

### SECTION 1: DEFINITIONS

"Seniority" shall be defined as an employee's length of continuous service with the City since his last hiring date. "Departmental seniority" shall be defined as an employee's length of continuous service in any classification covered by this Agreement starting with the date he last started working in any such classification and continuing until he transfers to a position not covered by this Agreement. "Last Hiring Date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been justifiably discharged. No time shall be deducted from any employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs except as hereinafter provided.

### SECTION 2: PROBATION

All new employees shall be probationary employees for a period of six (6) consecutive months of work with the Employer retaining the right to extend the probationary period for an additional period of six (6) months. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to the relative length of service. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

### SECTION 3: SENIORITY LIST

The Employer will maintain an up-to-date departmental seniority list. An up-to-date copy of the departmental seniority list will be posted on the appropriate bulletin board. The names of all permanent, full-time employees who have completed their probationary periods shall be listed on the departmental seniority list in order of their last hiring dates, starting with the senior employee at the top of the list.

#### SECTION 4: SENIORITY TERMINATION

An employee's seniority shall be terminated:

(A) If he quits, retires, or is discharged for cause and such discharge is not reversed through the procedure set forth in this Agreement. An employee's departmental seniority shall terminate if he is transferred to a position not covered by this Agreement.

(B) If, when recalled to work following a layoff, the employee fails to notify the Employer within seven (7) calendar days of his intention to return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the Employer, or, having notified the Employer of such intent, he fails to report for work within said fifteen (15) calendar days.

(C) When an employee has been laid off for lack of work or funds for a period in excess of thirty-six (36) consecutive months. This subsection is subject to the conditions set forth in Section 5 below.

#### SECTION 5: LAYOFF

If it is necessary to reduce the number of employees in the department, probationary employees shall be laid off first, then personnel with the least seniority. Employees shall be recalled on the basis of applying the above procedure in reverse order.

Employees recalled within the time limits of Section 4(C) above shall be subject to the following special conditions:

(1) If recalled between the first day of the first month and last day of the eighteenth (18) month, the employee is reinstated without a return to probationary status.

(2) If recalled between the first day of the nineteenth (19) month and the last day of the thirty-sixth (36) month, the employee shall be subject to a probationary period as defined in this subsection. This recalled employee is on probationary status for a period of six (6) months. The purpose of the return to probationary status is to provide an opportunity for the employer to determine whether the employee has retained the ability and other attributes which will qualify him to be returned to regular employee status. During the probationary period the employees shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to

the relative length of service. Prior to the conclusion of this period the Fire Chief will consult with the President of the Association before making a final decision on the status of the employee. If the employee completes this probationary period satisfactorily, the employee's name shall be returned to the seniority list as of his last hire date with credit given for the service prior to the last layoff. If the employee fails to complete this probationary period satisfactorily, he shall be terminated and have no further seniority rights of recall.

#### SECTION 6: FILLING VACANCIES

(A) The process of hiring a new employee to fill an authorized vacancy will normally start not more than thirty (30) days after the creation of the vacancy.

(B) The process of promoting an employee to fill an authorized vacancy will normally start not more than sixty (60) days after the determination that a vacancy exists.

#### SECTION 7: SENIORITY RIGHTS

The termination right of any employee who enters the fire service of the United States by reason of an Act or law enacted by the Congress of the United States or any State or Territory shall be determined by the provisions of the law which governs such person.

#### SECTION 8: CONVENTIONS

An employee who is elected or selected by the Association to attend functions of the International or the State Union such as conventions, educational conferences, or other legitimate Union Activities shall be allowed time off with pay and without loss of seniority. The number of days shall not exceed (3) days for the Association. Not more than one (1) employee shall be granted this leave at any one time. Further, the date on which the City Manager or his designee, must be advised in writing of such intended absence at least three (3) regular scheduled working days prior to the start of such absence.

#### SECTION 9: COURT APPEARANCE

When as a result of performing his duties, either on or off duty, as a fire fighter, an employee is subpoenaed to make a court appearance for such time as he necessarily loses from his regularly scheduled work for the Employer while testifying as

## ARTICLE VII - LEAVES OF ABSENCE

### SECTION 1: MILITARY

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations. Applications for leaves of absence for such purposes must be made as soon as possible after the employee's receipt of orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received as regular pay from the Employer had they worked during such period. The compensation thus paid by the Employer shall not exceed the difference in pay of a period of two (2) weeks in any one calendar year.

### SECTION 2: REINSTATEMENT RIGHT

The reinstatement right of any employee who enters the military services of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law shall be determined in accordance with the provisions of the Law granting such rights.

### SECTION 3: CONVENTIONS

An employee who is elected or selected by the Association to attend functions of the International or the State Union such as conventions, educational conferences, or other legitimate Union Activities shall be allowed time off with pay and without loss of seniority. The number of duty days per contract year which shall be granted shall not exceed a total of three (3) days for the Association. Not more than one (1) employee shall be granted this leave at any one time. Further, the Chief, or in his absence the City Manager or his designee, must be advised in writing of such intended absence at least three (3) regular scheduled working days prior to the start of such absence.

### SECTION 4: COURT APPEARANCE

When as a result of performing his duties, either on or off duty, as a fire fighter, an employee is subpoenaed to make a court appearance, for such time as he necessarily loses from his regularly scheduled work for the Employer while testifying as a

witness, he shall continue to receive what he would have earned from the Employer on that day on the basis of twenty-four (24) hours of work at his regular rate of pay as a regular full-time employee. When an employee is so subpoenaed to make a court appearance at a time other than for which he had been previously scheduled to work, he shall receive premium pay for all hours necessarily spent while court is in session. The employee shall assign his court appearance fee to the Employer. Said employee to return to work as soon as possible.

#### SECTION 5: JURY DUTY

An employee who has completed his probationary period and who is summoned and reports for jury duty, as prescribed by applicable law, for time necessarily lost from his scheduled work day during which he performs jury duty and during which he would have otherwise been scheduled to work for the City, shall continue to be paid what he would have earned from his employment with the City on that day on the basis of twenty-four (24) hours of work at his regular rate of pay for a regular full-time employee. The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty-five (45) days in any one calendar year. In order to receive the payment above referred to, an employee must give the Chief prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty. The employee shall assign his jury duty pay to the Employer. It is understood when an employee is released from jury duty he shall, without delay, report for the remainder of his work day.

#### SECTION 6: PERSONAL

The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his probationary period provided in the sole judgment of the Employer, such employee can be spared from his work.

#### SECTION 7: EMERGENCY LEAVE

Permission to take emergency leave will be granted to each permanent full-time employee who furnishes adequate proof to the Chief that his child, parent or current spouse has an extreme critical illness. Emergency leave will be granted not to exceed two (2) consecutive scheduled twenty-four (24) hour work days and will be charged to an employee's sick leaves.

SECTION 8: FUNERAL LEAVE

Permission to take paid leave to make arrangements for or to attend the funeral of a member of an employee's immediate family as defined below shall be granted by the Employer. Such leave shall not exceed two (2) consecutive scheduled twenty-four (24) hour work days. Under conditions of an unusual nature, extension of the funeral leave may be granted with the permission of the Chief and the approval of the City Manager.

Immediate family is to be defined as: mother, father, stepparents, brother, sister, current spouse, son, daughter, stepchildren, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, current daughter-in-law, current son-in-law, grandparents, grandchildren.

SECTION 9: FALSE CLAIM

An employee who makes a false claim for any leave of absence may be subject to disciplinary measures which, in the opinion of the City Manager or his designee, are justified by the circumstances involved.

SECTION 10: APPLICATION PROCEDURE

Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by his Department Head in order to preserve the employee's job rights during such leave.

SECTION 11: PERSONAL

The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his probationary period provided in the sole judgment of the Employer, such employee can be spared from his work.

SECTION 12: EMERGENCY LEAVE

Permission to take emergency leave will be granted to each permanent full-time employee who furnishes adequate proof to the Chief that his child, parent or current spouse has an extreme critical illness. Emergency leave will be granted not to exceed two (2) consecutive scheduled twenty-four (24) hour work days and will be charged to an employee's sick leaves.

## ARTICLE VIII - SICKNESS AND ACCIDENT PLAN

Sickness and accident leave is the granting of leave pay to an employee for sickness or related causes. An employee who must be absent because of injury or ill health should not be penalized in pay. It is an insurance-type benefit provided by the City to all full-time regular employees who have successfully completed their probationary period and shall be used in accordance with the following provisions:

(A) If any employee is absent from work three (3) or more days because of a disability resulting from sickness or injury and is under the care of a Doctor of Medicine or Doctor of Osteopathy who certifies to such disability, said employee shall have a maximum credit of fifty-six (56) days leave for such illness or injury.

An employee may make a new claim for sickness or accident pay each time said employee is absent because of disability resulting from a new illness or accident that necessitates two (2) or more days absence.

A recurrence of a former illness shall also be eligible for sickness and accident benefits provided that a doctor's release has been furnished and the recurrence takes place seven (7) or more days after having returned to active duty.

(B) Sick leave absences of two (2) days or less duration shall be paid to any employee without the need of a doctor's certificate. Such absences shall not exceed six (6) such days in any fiscal year (July 1 - June 30). Such days shall be prorated at the conclusion of the first six (6) months of service based on the number of months left in the fiscal year. Such short term sick days in excess of six (6) in a fiscal year shall not be paid for by the City.

### SECTION 1: PAID EQUIVALENT

One day of paid sick leave for permanent full-time employees shall be equivalent to twenty-four (24) hours of pay for regular full-time employees.

## SECTION 2: TIMELY REPORTING

In order for any employee to report sick in a timely manner, he must report to the station as soon as possible but not later than thirty (30) minutes prior to his normal starting time on the first day of absence, unless in the judgment of the Employer the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

(A) In the event of an absence of more than two (2) consecutive regularly scheduled working days, the "Report of Absence from Duty" form must also be signed by the physician who attended the employee except as provided in subsection (B) below. In addition to the physician's signature, the report shall state the cause for the absence, confirm the necessity therefore and, before the employee resumes his normal duties, must state that the employee is able to return to duty and perform his job duties. It is the employee's responsibility to notify the Chief the day prior to each duty day or his medical condition and progress toward recovery while on sick leave.

(B) The Chief may waive the requirements of the physician's signature provided he or the employee's supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the Chief shall sign the "Report of Absence from Duty" form in the space provided for the physician's signature.

(C) An employee who makes false claim for paid sick leave or who falsely calls in sick shall be subject to disciplinary action or dismissal depending on the circumstances involved.

## SECTION 3: QUALIFICATION

Qualified employees, subject to the provisions set forth in this Article shall be eligible for paid sick leave in the following situations:

(A) When an employee's absence from work is due to a non-work incurred illness or injury, provided it was not attributed to causes stemming from work performed for monetary remuneration, or work in the service of another employer, or while acting in the capacity of a private contractor or while acting as the operator or proprietor of a business of any nature.

(B) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the Employer and which is compensable under the Michigan Worker's Compensation Act, the City will pay the employee the amount of the take home pay he normally would have received in his job classification had he worked his normal duty shift for a total of thirty-nine (39) weeks maximum. The employee shall assign his Worker's Compensation payments to the Employer for the above thirty-nine (39) week period. Thereafter the employee shall receive Worker's Compensation payments only.

(C) In the event an employee receives paid sick leave and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse the Employer for such amount equal to Worker's Compensation and the Employer shall credit the employee's sick leave account with the number of days so used as sick leave.

#### SECTION 4: RIGHT TO INVESTIGATE

The Employer, or his designated representative, shall have the right to investigate all absences.

#### SECTION 5: SICK LEAVE CREDIT PAYOFF

As provided by the personnel policies adopted by the City Council and as may be amended by the City Council from time to time.

#### SECTION 6: OTHER LEAVES

If on long term sick leave prior to scheduled Personal Leave, Floating Holiday, or Vacation, an individual will not be charged for Personal Leave, Floating Holiday, or Vacation and will not lose them.

## ARTICLE IX - HOURS OF WORK

### SECTION 1: NORMAL WEEK

The normal week for the Fire Fighting Division shall be an average of fifty-six (56) hours per week. Under normal conditions, this will be accomplished by working a three (3) platoon system, each platoon working a twenty-four (24) hour shift, and off duty forty-eight (48) hours, then working another twenty-four (24) hour shift, and off duty forty-eight (48) hours, and then working another twenty-four (24) hour shift and then off duty. A normal work day shall begin at 8:00 a.m. and end at 8:00 a.m. the following day.

(A) Fifty-six (56) hour employees who, having reported for work, are required to remain on duty for a period in excess of twenty-four (24) consecutive hours shall be paid at the rate of time and one-half their regular straight time hourly rate of pay for the hours so worked in excess of said twenty-four (24) consecutive hours. The straight time hourly rate will be computed on the basis of an average of fifty-six (56) duty hours per week.

(B) The Chief, or his designated representative for the purpose, will be the determining authority on the necessity for overtime work.

### SECTION 2: PROJECT ASSIGNMENT

The Employer and the Association agree to explore the possibility of assigning employees to special projects that are not directly related to the operation of the Fire Department. Each project would be for the purpose of utilizing the time and the talents of employees for the betterment of the community to the extent possible without diminishing the Fire Department's fire fighting capability. In order to insure the full cooperation of employees involved in each project, the Employer and the Association's Executive Board will meet and mutually agree upon each project and the procedure to be followed for each implementation.

### SECTION 3: TRADING OF TIME

It is agreed that each employee shall be allowed to trade time on six (6) duty days per calendar year for any reason at his own discretion. Such requests must be made to the Fire Chief at least forty-eight (48) hours in advance of the day being requested for trade. Informal trading of time on less than a full day basis will continue to be permitted. Employees working for other employees shall be subject to disciplinary

action and deductions in pay for tardiness as if regularly assigned to the platoon. Requests for trading of time must be made in writing on a form provided by the Employer. Employees shall not be allowed to use "traded" time that has been carried forward from a prior year if the use of such time will expose the Employer to payment for overtime hours under the Fair Labor Standard Act, as amended. No overtime may be gained as a result of such traded time.

SECTION 4: LICENSED WORK

No employee shall be required to perform work for which Michigan Law required a license, except under emergency conditions.

SECTION 5: SETTLEMENT

If an employee who is otherwise eligible for vacation pay, quits or is discharged on or after his anniversary date in any calendar year in which he qualified for such vacation will receive, along with his final paycheck, the vacation pay for which he was qualified as of his anniversary date. If an employee quits, retires, or is discharged prior to his anniversary date upon which he would have qualified for vacation pay, he will be entitled to a pro rata payment of the vacation pay for which he would have qualified on such date.

ARTICLE X - VACATION LEAVE

SECTION 1: VACATION DAYS

(A) Employees who, as of their anniversary date, have completed one (1) or more years of continuous service with the Employer shall receive vacation leave with pay in accordance with the following schedule:

- 1 year but less than 6 . . . . . 5 - 24 hour working days\*
- 6 years but less than 13 . . . . . 8 - 24 hour working days\*
- 13 years but less than 20 . . . . . 10 - 24 hour working days\*
- 20 years but less than 27 . . . . . 13 - 24 hour working days\*
- 27 years or more . . . . . ~~13~~<sup>14</sup> - 24 hour working days\*

14 A.M. 10-26-90

\* working days are understood to be scheduled working days.

(B) Vacation days are to be used in the year following the anniversary date in which they were earned. Vacation leave days may not be accumulated from one year to the next without written permission from the Chief not less than thirty (30) days prior to the anniversary date.

(C) Vacation leave days may be taken singly up to a total of three (3) days per vacation year providing a request is approved by the Chief not less than fifteen (15) days prior to the day requested.

SECTION 2: SETTLEMENT

If an employee who is otherwise eligible for vacation with pay, quits or is discharged on or after his anniversary date in any calendar year in which he qualifies for such vacation with pay, without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he was qualified as of his anniversary date. If an employee quits, retires, or is discharged prior to his anniversary date upon which he would have qualified for vacation with pay, he will be entitled to a prorata payment of the vacation pay for which he would have qualified on such date.

## ARTICLE XI - HOLIDAYS

### SECTION 1: HOLIDAYS

The following days are considered holidays:

1. New Years Day
2. Good Friday (1/2) one-half day
3. Memorial Day
4. July 4th
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. The day following Thanksgiving Day
9. Christmas Eve Day
10. Christmas Day
11. New Years Eve Day

### SECTION 2: HOLIDAY PAY

The Employer agrees to pay twenty-four (24) hours pay for full-day holidays and twelve (12) hours pay for one-half holidays for each Holiday whether on or off duty. If in the event an employee is called into work on a Holiday on an overtime basis, he shall be paid time and one-half plus the appropriate number of hours of Holiday pay.

### SECTION 3: FLOATING HOLIDAY

In addition to the above mentioned holidays, the employee, who has completed his probationary period, is entitled to two (2) floating holidays per year with twenty-four (24) hours pay per each day.

### SECTION 4: PERSONAL LEAVE DAY

Three (3) personal leave days, twenty-four hours each, is granted to each employee. Such leave days to be granted by the Chief, upon request, provided that such leave days will not be a cause for overtime pay replacement.

ARTICLE XII - LONGEVITY PAY

SECTION 1: LONGEVITY PAY

Employees who are in the employ of the City as of December 1 and have completed seven (7) years of continuous service with the City as of that date shall qualify for a lump sum longevity payment in the first pay period following said December 1. Such lump sum is to equal two percent (2%) of his previous fiscal year base pay excluding overtime pay, or any special allowances. Employees with twelve (12) years of service shall be paid four percent (4%) of this previous fiscal year base pay as outlined above.

SECTION 2: ELIGIBILITY

Employees who are eligible for longevity bonus payments and who retire on a service or disability retirement basis shall be paid a prorated bonus. Such prorated payment shall be based on the number of calendar months for full-time service credited to an employee from the preceding December pay period payment to the time of retirement.

SECTION 3: PAYMENT

Payment to the beneficiary of a deceased qualified employee shall be made on the same basis as to a retired employee.

SECTION 4: PERSONAL LEAVE DAY

Three (3) personal leave days, twenty-four hours each, is granted to each employee. Such leave days to be granted by the Chief, upon request, provided that such leave days will not be a cause for overtime pay replacement.

## ARTICLE XIII - INSURANCE

### SECTION 1: LIFE INSURANCE

The Employer agrees for the life of this Agreement, to maintain the level of group insurance benefits in effect for permanent full-time employees as of this date with an insurance carrier or carriers authorized to transact business in the State of Michigan on the same basis and under the same conditions as prevailed immediately prior to the execution of this Agreement. The Employer agrees to pay the entire premium for Twenty Thousand Dollars (\$20,000.00) Group Life Insurance with double indemnity, for each active employee in the Association from date of employment. The Employer agrees to pay the entire premium for Five Thousand Dollars (\$5,000.00) Group Life Insurance with double indemnity, for each retired member of the Association.

### SECTION 2: GROUP HEALTH INSURANCE

The Employer agrees to pay the total monthly subscription rate for group health insurance for each participating employee and dependents after satisfaction of the qualification period by the insurance carrier.

The Employer agrees to cooperate with the Association in making changes to the current health insurance coverages; to improve quality, provide dental and optical care, alter deductibles; provided that the Employer's total rate does not exceed that currently in effect for Blue Cross/Blue Shield. The employees agree to pay by payroll deduction for any coverage above the current total rate.

### SECTION 3: RETIREE HEALTH PLAN

The Employer agrees to allow retired members of the Association to continue in the group health insurance plan of the City. Provided that the Employer shall pay the full premium, for the retired member as well as the member's dependent spouse and/or children, which shall be capped at the rates in effect at the time the employee retires and further provided that group insurance shall cease upon obtaining employment which provides a health care plan to its employees. The retired member shall have the right to return to the Employer group health insurance upon ceasing other employment where a health care plan was provided. At such time as a retiree is eligible to enroll in Medicare (as provided by Federal Law) the employee, if a member of the City's insurance group, shall enroll with the group insurance becoming supplemental to Medicare. The City will pay the

premium for the supplement subject to the respective retiree's capped premium rate provided for above.

SECTION 4: DEPENDENTS CONTINUATION

The Employer agrees to pay the full premium for health insurance coverage, subject to the applicable caps elsewhere in this Article, for the current month plus one month to provide coverage to dependents of any employee or retiree upon that members death. The Employer further agrees, subject to COBRA of 1985, that dependents may continue with the city's group health insurance plan provided that such dependents pay the entire premium and provided further that remarriages would terminate coverage under the plan with no reinstatement right.

SECTION 3: RETIREE HEALTH PLAN

The Employer agrees to allow retired members of the Association to continue in the group health insurance plan of the City. Provided that the Employer shall pay the full premium for the retired member as well as the member's dependent spouse and/or children, which shall be capped at the rates in effect at the time the employee retires and further provided that group insurance shall cease upon obtaining employment which provides a health care plan to its employees. The retired member shall have the right to return to the Employer group health insurance upon ceasing other employment where a health care plan was provided. At such time as a retiree is eligible to enroll in Medicare (as provided by Federal law) the employee, if a member of the City's insurance group, shall enroll with the group insurance becoming supplemental to Medicare. The City will pay the

## ARTICLE XIV - PENSION

### SECTION 1: ACT 345 RETIREMENT

The employees covered by the pension provisions of Public Act 345 of 1937 shall effective July 1, 1988 contribute 6% of their pay and have their retirement benefit calculated on the basis of 2.5% of final average compensation multiplied by the first twenty-five (25) years of service credited, plus 1% of final average compensation for each year or fraction after twenty-five (25) years up to a maximum benefit equal to 70% of final average compensation.

### SECTION 2: MILITARY SERVICE TIME

The employees of the Fire Department shall be allowed to purchase their eligible military service time at the rate and to the maximum provided by the Act.

### SECTION 3: EARLY RETIREMENT WINDOW

For those employees of the Fire Department with at least twenty-two (22) years of service with the City of Springfield including any military service time added to the actual service by the terms of Section 2 of this Article there shall be provided an Early Retirement Window (ERW)." The ERW will apply only for those retiring between December 1, 1986 and December 31, 1986.

Eligible employees will have a multiplier ranging from the existing 2.00% per year of service up to 2.23% per year of service applied to years of service and the "Final Average Compensation" so that the retirement pension is the equivalent of the result of twenty-five (25) years of service and a multiplier of 2.00% per year.

For those employees with twenty-five (25) or more years of service this Section will not apply.

Effective October 1, 1988 those employees retired under the provisions of this Section shall have their retirement pensions recalculated and paid on the basis of 2.5% times each year of credited service at the time of retirement.

SECTION 4: 1988 RETIREMENT OPTION

For those employees of the Fire Department with at least twenty-four (24) years of service with the City of Springfield including any military service added to the actual service by the terms of Section 2 of this Article there shall be provided a "1988 Retirement Option." The option will apply only for those retiring between September 1, 1988 and December 31, 1988.

Employees eligible by the service provisions of paragraph one of this section and who elect to retire during the window will be credited with twenty-five years of service and the pension calculation will use the 2.5% of Section 1 of this Article. The "Final Average Compensation" for this option will use three years rather than five years.

SECTION 5: 1990 RETIREMENT OPTION

For those employees of the Fire Department with at least thirty (30) years of service with the City of Springfield including any military service time added to the actual time by the terms of Section 2 of this Article there shall be provided a "1990 Retirement Option." The option will apply only for those retiring between July 1, 1990 and August 31, 1990.

Employees eligible by the service provision of paragraph one of this section and who elect to retire during the window will have their pension calculated using 70% of the final average compensation. The "Final Average Compensation" for this option will use three (3) years rather than five (5) years.

ARTICLE XV - JOB CLASSIFICATION AND WAGES

SECTION 1: JOB CLASSIFICATION

The Employer and the Association agree that within the Fire Department bargaining unit the following job classifications shall be established.

Firefighter, Lieutenant, and Captain

SECTION 2: RATES OF PAY

During the term of this Agreement the job classifications and rates of pay set forth herein shall remain in full force and effect.

| Classification | Steps   | 7-1-90  | 7-1-91  |
|----------------|---------|---------|---------|
| Firefighter    | Start   | \$ 6.09 | \$ 6.39 |
|                | 6 mos.  | 6.51    | 6.84    |
|                | 1 year  | 6.93    | 7.28    |
|                | 2 years | 7.51    | 7.89    |
|                | 3 years | 8.10    | 8.51    |
|                | 4 years | 8.70    | 9.14    |
| Lieutenant     |         | \$ 9.25 | \$ 9.71 |
| Captain        |         | \$10.00 | \$10.50 |

SECTION 3: OVERTIME

(A) Pursuant to the requirements of Section 207 (k) of the Federal Fair Labor Standards Act (29 U.S.C.) provisions for public employees engaged in fire protection a work period of twenty-eight (28) consecutive days is designated. All hours worked in excess of two hundred and twelve (212) hours during the designated work period shall be paid at a rate of pay which is one and one half times the regular rate of pay.

(B) An employee called in to perform work at a time other than that for which he had previously scheduled to work shall receive premium pay for the time actually worked but his total pay for such call-in shall not be less than the equivalent of four (4) hours of straight time pay. This provision shall not apply to:

(1) Employees who were previously scheduled to work prior to their regular shift.

(2) Employees who were previously scheduled to work at the conclusion of their shift.

(3) Employees who are called in for less than four (4) hours prior to the start of their shift but who continue to work their regular shift thereafter.

(C) Employees who are called in, but not previously scheduled to perform work, for periods of less than four (4) hours prior to the start of their shift and who continue to work into their regular shift shall be permitted to complete such regular shift.

(D) If a regular full-time Fire Fighter responds by radio only to a fire in progress, he will be responding as a volunteer. If he responds to a call specifically from the Chief or the Captain on duty, then he shall be paid in accordance with (A) above.

(E) In times of emergency when the manpower falls below safe levels, the Duty Officer has the authority to call in off-duty personnel under this section to insure the safety of the fire fighters on duty.

(F) Fire Fighters shall be called in for overtime on a rotating basis. In the event an employee works or refuses overtime he shall go to the bottom of the overtime call list. In the event an employee is not called on a rotating basis, he shall be paid equally to the employee called in. The rotation requirements of this subsection shall only apply when an employee is called in to work all or part of a shift as replacement due to manpower shortage.

(G) In the event a shift is manned without a Captain, the senior officer working that shift, will be Acting Captain, and will receive Captain's pay. In the event two (2) Captains are working the same shift, the original Captain of the shift will be in charge of the shift, and both Captains will receive Captain's pay. If two Captains are called in for overtime, and the original Captain of the shift is not on duty, the Senior Captain will be in charge of the shift, and both Captains will receive Captain's pay.

(H) The first employee has the right of the first call through the rotating overtime list to refuse overtime without disciplinary action, however, he shall return a call to the station within thirty (30) minutes.

SECTION 4: PAY SCHEDULE

Employees shall normally be paid on Tuesday on a weekly basis. Except that if the Employer determines it is more cost effective to pay every other week and provides written notice three (3) months in advance of implementation it is agreed that the pay schedule may be so altered. Notice shall be provided by the City Manager to the President of the Association documenting the Employer's ability to pay more than 75% of the total number of full-time employees of the City on such every other week pay schedule. If a Holiday falls on a Tuesday, employees shall be paid on the next regular work day.

SECTION 4: PAY SCHEDULE

ARTICLE XVI - SAFETY AND TRAINING

SECTION 1: SAFETY COMMITTEE

The Association agrees to maintain a Safety Committee for the duration of this Agreement. The names of the members of the Committee will be furnished to the Chief and any changes in membership will be furnished within a reasonable time.

SECTION 2: AUTHORITY OF SAFETY COMMITTEE

The Safety Committee shall have authority to report any unsafe conditions to the Chief and advise the Employer with respect to the adequacy of safety equipment and safety practices within the Department.

SECTION 3: MEETINGS

Upon the request of the Employer, the Safety Committee shall meet with the Employer, without loss of pay, during their scheduled working hours. If the Safety Committee desires to meet with the Chief, it shall make such desires known to the Chief and a meeting shall be arranged as soon thereafter as practicable; provided, however, that unless otherwise agreed such meetings shall not be held more often than once a month.

## ARTICLE XVII - GENERAL

### SECTION 1: EQUIPMENT FURNISHED

The Employer agrees to furnish each employee in the Fire Fighting Division protective clothing (turn-out gear) consisting of bunker boots and pants, hip boots, safety helmets, gloves, and waterproof coat with lines. All equipment is to be of the type and quality prescribed by the Chief. The Employer agrees to replace such equipment when it has been demonstrated to the satisfaction of the Chief or his designee that such equipment has become worn or damaged to the point that replacement is required. Employees will be required to replace equipment that is lost or damaged through neglect.

### SECTION 2: UNIFORMS

It is the policy of the City that the Fire Fighters shall be required to wear their dress uniforms only when acting as an official representative of the City or the Department. While on duty, the employee shall be required to wear his work uniform. In accord with this policy the Employer agrees to furnish each new Fire Department employee with the following:

|                                     |                             |
|-------------------------------------|-----------------------------|
| 1 long sleeved dress shirt          | 1 short sleeved dress shirt |
| 1 pair dress pants                  | 1 black tie                 |
| 1 dress belt                        | 1 dress blouse              |
| 1 dress uniform cap                 | 3 badges                    |
| 2 pair work uniform pants           | 1 work belt                 |
| 2 long or short sleeved work shirts | 1 pair work coveralls       |

### SECTION 3: MAINTENANCE

All other equipment presently furnished by the Employer shall be retained and maintained at the present level. All uniforms and other equipment originally issued to Fire Department personnel shall be new or serviceable. Employees who leave the employ of the City shall return their City issued turn-out gear and badges.

### SECTION 4: ANNUAL ALLOWANCE

The Employer shall provide each employee who is normally on duty an average of at least fifty-six (56) hours per week an annual allowance of Six Hundred Dollars (\$600.00) to be paid quarterly in September, December, March, and June. In order to be eligible for this annual allowance the employee shall be in the employ of the City at the time the annual allowance is paid.

## SECTION 5: BULLETIN BOARDS

The Employer will provide a bulletin board in the fire station which may be used by the Association for posting notices limited to:

- (A) Notice of Association recreational and social events.
- (B) Notice of Association elections and results.
- (C) Notice of Association meetings and results.

## SECTION 6: CHIEF TO POST

Quarterly the Chief shall post an updated list showing vacation time and leave time remaining for each member of the bargaining unit.

## SECTION 7: CONTRACT COPIES

One (1) photocopy of this contract will be provided by the Employer to each employee covered by this Agreement within a reasonable period of time after ratification.

## SECTION 8: SEVERABILITY OF PROVISIONS

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or be restrained by a tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

## SECTION 9: MAINTENANCE OF STANDARDS

Wages, hours, and conditions of employment in effect at the execution of this Agreement shall be maintained during the term of this Agreement. This clause should not be interpreted to prevent the City from imposing reasonable and fair rules and regulations. However, a claimed impropriety in a rule or regulation can be the subject of the grievance procedure along with any other alleged violation of this Section. Further, this Section should not be interpreted to prevent a mutually acceptable change in wages, hours, and other conditions of employment.

SECTION 10: FIRE STATION COFFEE

The Employer agrees to pay to the Association three hundred and sixty (\$360.00) dollars per year to be used by the Association to maintain the tradition of having coffee available at all times in the Fire Station for full and part time employees of the Department, visitors, and guests.

SECTION 11: EMPLOYEE PHYSICALS

The Employer and the Association have agreed in principle to mandatory employee physicals on a regular basis. The Employer will pay the portion of the expense not covered by the health care plan in effect at the time of the physical. Due to a variety of technical questions that must be resolved it is not possible to fully define the provisions of this Section at this time. The details will be incorporated into a Letter of Understanding and attached to this contract when approved by the parties.

SECTION 12: EDUCATIONAL INCENTIVE PAY

For those members of the bargaining unit who achieve an Associates Degree, a one (1) time bonus of one hundred (\$100.00) dollars will be paid at the time of attainment. For those members who receive a Bachelors Degree, a one (1) time bonus of two hundred (\$200.00) dollars will be paid at the time of attainment.

ARTICLE XVIII - DRUG POLICY

SECTION 1: POLICY

(A) The City recognizes substance abuse as a threat to the health, safety, and welfare of the public and the employees of the city. Substance abuse means the use of illicit drugs or the abuse of legal drugs or alcohol. Thus, the City will take the necessary steps, including testing to eliminate substance abuse. It is the intent of the City, to encourage and assist Employees in treatment and rehabilitation whenever appropriate. Normal City benefits are available to give help in the rehabilitation process. It should be understood by all Employees that counseling and rehabilitation programs are separate from constructive disciplinary measures that may be utilized by the Employer.

(B) However, the City cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol. Therefore the sale, purchase, transfer, use, or possession of illegal drugs or drugs which have not been legally obtained by Employees is prohibited. Arriving for work under the influence of drugs or alcohol to the extent that job performance is adversely affected is also prohibited. In such cases, disciplinary action, up to and including termination, will be imposed.

SECTION 2: INFORMING EMPLOYEES ABOUT DRUG TESTING

(A) It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of Employees who are involved in substance abuse. Normally Employees will not be discharged for substance abuse without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

(B) To accomplish this goal the City will inform all Employees of the City's drug policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer shall inform the Employees of how the test are conducted, how well the test perform, when the tests will be conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired Employees will be provided with this information on their initial date of hire.

### SECTION 3: EMPLOYEE TESTING

(A) Urine testing of Employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

(B) The testing of Employees shall be conducted only the following circumstances:

(1) Routinely to all job applicants to whom a job offer is being considered.

(2) When an Employee's supervisor has a reasonable suspicion that an Employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the Employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).

(3) When an Employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found to have been brought by the Employee into an area controlled or used exclusively by the Employee, (e.g., Employee's locker, etc.).

(4) As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the Employee.

(C) An Employee ordered to submit for testing shall be informed of the underlying reasons why he or she is being ordered to submit the specimen. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the Employee within forty-eight (48) hours. In situations covered by collective bargaining agreements, individuals shall have the right of representation consistent with the applicable collective bargaining agreement. If the Employee refuses or fails after a three hour period to submit to testing, he shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.

(D) The supervisor requesting the testing shall fill out the designated form. The form shall include space for the Employee to indicate any prescribed or over the counter medications currently being taken by the Employee.

(E) The cost of testing for substance abuse will be the responsibility of the City. The cost of any treatment and/or rehabilitation for an Employee that tests positive for illicit substances and/or alcohol that is not covered by the Employee's existing medical coverage will be the responsibility of the Employee.

#### SECTION 4: SPECIMEN COLLECTION

(A) For urine testing, the urine specimen shall be obtained from the Employee as follows:

(1) The Employee shall be escorted to a medical facility.

(2) Medical personnel shall hand the Employee a specimen bottle, labeled with the Employee's name or patient identification number, the date, name of staff witness, and any other relevant identifying information. The information shall be typed or written in indelible ink.

(3) Designated medical personnel shall personally watch the Employee to insure that the Employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the Employee urinate into the bottle or take other precautions. The foregoing shall be conducted by staff of the same sex, in private, and outside the presence of others. Employees will be required to indicate the types of prescribed or over the counter medications they are taking prior to the test.

(4) If the Employee is unable to provide a urine specimen immediately, he shall be detained until he is able to provide a urine specimen. Employees unable to provide a urine specimen within three (3) hours of being ordered to do so shall be considered to be refusing to submit the specimen.

(5) After the sample is obtained, the designated medical personnel must not lose sight of it or compromise such other precautions as may have been taken to protect the specimen until he obtains it from the Employee.

(B) The designated medical personnel witnessing the collection of the sample by the Employee shall make a notation on the designated form. If the Employee is unable within three (3) hours of being ordered or if the Employee refuses to submit to the test, this fact shall be noted.

(C) For the testing of alcohol, an alternative method of testing (e.g., Breathalyzer or blood sample) will be utilized.

## SECTION 5: TESTING PROCEDURE

(A) The specimen shall be forwarded to a contract laboratory for testing and processed as follows:

(1) The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation. The number of persons handling the specimen should be minimized.

(2) All specimens shall be tested for CHEMICAL ADULTERATION, NARCOTICS, CANNABIS, PCP, COCAINE, AMPHETAMINES, AND SEDATIVES. The following standards are applicable for the substances indicated:

| DRUG           | SCREENING TEST        | CONFIRMATION    |
|----------------|-----------------------|-----------------|
| Amphetamines   | 300 ng/ml Amphetamine | 500 ng/ml GC/MS |
| Barbiturates   | 200 ng/ml Barbiturate | 500 NG/ML GC/MS |
| Benzodiazepine | 300 ng/ml Oxazepam    | 500 ng/ml GC/MS |
| Cannabis       | 50 ng/ml Delta-THC    | 100 ng/ml GC/MS |
| Cocaine        | 300 ng/ml Metabolite  | 500 ng/ml GC/MS |
| Narcotics      | 100 ng/ml Morphine    | 500 ng/ml GC/MS |
| PCP            | 25 ng/ml PCP          | 100 ng/ml GC/MS |

Note-A nanogram (ng) is one millionth of a milligram.

A milliliter (ml) is one thousandth of a liter.

(2) For applicants, the Thin Layered Chromatography (TLC) test shall first be performed. The results obtained from the TLC testing shall be noted on the form. If a positive result is obtained on an applicant, a second test shall be performed on the same specimen using the alternate scientific method Enzyme Multiplied Immunoassay Technique (EMIT). In the event that both tests are positive, an applicant may request at applicant's cost the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this is negative the applicant will be reimbursed by the Employer.

(3) For Employees, the Thin Layered Chromatography (TLC) test shall be performed first. If a positive result is obtained on the Employee the Gas Chromatography/Mass Spectrometry (GC/MS) shall be performed.

(4) For all tests, the contract laboratory shall be instructed:

(a) To freeze all specimens yielding positive results.

(b) To return the request form, the laboratory report, and any printouts showing positive results from Employee specimens.

(c) All positive test results are to be evaluated by the Laboratory's Medical Director prior to being forwarded to the City Manager.

#### SECTION 6: CONFIDENTIALITY

(A) The City Manager is designated to receive any positive reports. The Manager will notify medical and other employees of the City strictly on a need-to-know basis.

(B) No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

#### SECTION 7: USE OF RESULTS

(A) Any action to be taken on receipt of a positive report which has been confirmed by the GC/MS method will be taken by the department head only after receiving a report from the City Manager.

(B) The detection of the use of any illicit drug may be grounds for immediate dismissal. The Employee, however, should have every opportunity to explain the presence of any drug in his system, and if need be, substantiate his explanation with medical evidence. Obviously the presence of a substance such as Phencyclidine (PCP) is self-explanatory.

(C) The use of prescribed medications could be an indication of a possible health problem and a review will be made of the Employee's job responsibilities and whether the use of these medications poses a potential hazard to himself, his fellow Employees or the general public.

(D) In keeping with City policy, every effort should be made to assist the Employee to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the substance being used and the Employee's position, then appropriate disciplinary action shall be instituted.

## SECTION 8: CHEMICAL DEPENDENCY PROGRAM

Every Employee whose specimen tests positive for illicit drugs or alcohol will be referred to the Employee Assistance Program (EAP). The counselors employed by the EAP will assist the Employee in obtaining counseling or treatment in a rehabilitation program. In addition, at any time an Employee may voluntarily enter a chemical dependency program without fear of disciplinary action against him or her for doing so. Details concerning treatment any Employee receives shall remain confidential and shall not be released to the public.

## SECTION 9: RIGHT OF APPEAL

Each Employee has the right to challenge the results of the substance abuse testing through the grievance procedure.

## SECTION 10: DUTY ASSIGNMENT AFTER TREATMENT

Once an Employee successfully completes a rehabilitation program, he or she shall be returned to their regular duties. Employee reassignment during treatment in an out patient program shall be based on each individual's circumstances and recommendation from the program's staff. If follow-up care is prescribed after treatment, this and periodic retesting using the procedures in Sections 4 and 5 above may be a condition of employment. Any Employee who, under this policy, tests positive for illicit drugs and/or alcohol a second time will be terminated. Two years from the date that treatment and any follow-up care is completed, the records of treatment and positive test results shall be retired to a closed medical record.

## SECTION 11: RIGHT OF UNION PARTICIPATION

At any time, an authorized representative of a bargaining unit, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The inspection and observation may be subject to limitations imposed by the contract laboratory. The bargaining unit representative may inspect individual test results if the release of this information is authorized by the Employee involved.

## SECTION 12: CONFLICT WITH OTHER LAWS

This article is not intended to supersede or waive any Employee's federal or state constitutional rights.

ARTICLE XIX - DURATION

SECTION 1: EFFECTIVE PERIOD

This Agreement shall become effective as of the first day of July 1990, and the terms and provisions hereof shall remain in full force and effect through the 30th day of June 1992, and from year to year thereafter, unless either party hereto shall notify the other in writing at least ninety (90) calendar days prior to the expiration of any subsequent automatic renewal of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the 26th day of October 1990.

LOCAL NO. 2566 OF THE CITY OF SPRINGFIELD  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS

Terence L. Kane-Kennedy Milford A. Miller

SECTION 12: CONFLICT WITH OTHER LAWS

This article is not intended to supersede or waive any Employee's federal or state constitutional rights.