

6/30/97

2907

**AGREEMENT**

**Between**

**THE CITY OF BATTLE CREEK**

**and**

**LOCAL NUMBER 335**

**OF THE**

**INTERNATIONAL ASSOCIATION**

**OF FIREFIGHTERS**

**July 1, 1994**

**to**

**June 30, 1997**

*Battle Creek, City of*

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## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between the CITY OF BATTLE CREEK, MICHIGAN, a municipal corporation, hereinafter referred to as the "City," and LOCAL NUMBER 335 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as BATTLE CREEK FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union."

### ARTICLE 1 PURPOSE AND INTENT

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; to promote orderly and peaceful labor relations for the mutual interest of the City, its employees and the Union; to provide for the material well-being of the employees; and to promote the general efficiency of the work force.

### ARTICLE 2 RECOGNITION

Section 2.1 - Recognition: The City recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees of the Fire Department of the City, with the exception of the Chief, Battalion Chiefs, and clerical employees.

- a) The City shall not enter into any Agreement with its employees covered by this bargaining unit, individually or collectively or with any other organization which in any way conflicts with the provisions hereof.
- b) The word "permanent," when used to describe employee status, is used to distinguish full-time employees from temporary and/or seasonal employees.

Section 2.2 - Representation: Employees within the bargaining unit shall be represented by full-time, permanent employees of the City who are part of the collective bargaining unit covered by this Agreement. Three (3) of such employees shall constitute the Union's bargaining committee and three (3) of such employees shall constitute the grievance committee. The grievance committee shall be responsible for the processing of grievances under the grievance procedure. The negotiation committee shall represent the Union during collective bargaining negotiations and special conferences. The Union shall furnish the City with a list of the Union representatives, their designated areas of responsibility (including the name of the chairman for each committee) and shall notify the City if and when any changes are made.

**Section 2.3 - Union Security:** It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall, within thirty (30) calendar days after the effective date hereof, become and remain members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to the regular monthly dues uniformly applied to members of the Union and any assessment applied uniformly to members, the collection of which would not be in violation of law as a condition of continued employment. All future employees who are assigned and/or promoted to any position covered by this Agreement after the effective date hereof, shall within thirty (30) calendar days after the date of assignment and/or promotion, become and remain members of the Union in good standing or pay a representative fee equivalent to the regular monthly Union dues uniformly applied to members and any assessments applied uniformly to members, the collection of which would not be in violation of law as a condition of continued employment.

**Section 2.4 - Payroll Deduction for Dues:** For those bargaining unit members who properly execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State law, the City agrees to deduct from the third paycheck of each month the regular monthly dues and assessments in the amounts certified to the City by the Secretary-Treasurer of the Union and to forward the same to said Secretary-Treasurer within fifteen (15) calendar days thereafter.

**Section 2.5 - Indemnity Provisions:** The Union agrees to indemnify and save the City harmless from any and all claims, suits and all other forms of liability that may arise out of or by reason of the City's compliance with Sections 2.3 and 2.4 above.

**Section 2.6 - Management's Rights:** The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the City and the employee, are vested solely and exclusively in the City.

**Section 2.7 - Anti-Discrimination:** The City and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his or her membership or non-membership in the Union.

**Section 2.8 - Ratification Agreement:** It is understood and agreed that this Agreement and any amendment thereto agreed upon between the City and Union shall become effective only when signed by authorized representatives of the City and the members of the bargaining committee of the Union after ratification by a majority of the members in attendance at the ratification

meeting of Local Number 335 of the International Association of Fire Fighters, also known as Battle Creek Fire Fighters Association, AFL-CIO.

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

**Section 3.1 - Definition of Grievance:** A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. However, excluded from coverage by the grievance procedure are disputes concerning any specific provision of Public Act No. 78 (Civil Service for Police and Fire Departments) or Public Act of 1937 No. 345 (Policemen and Firemen Pensions).

**Section 3.2 - Grievance Procedure:** All grievances shall be resolved in accordance with the following procedure:

**FIRST STEP:** An employee's grievance shall be submitted by the Union in writing to the Fire Chief, within ten (10) calendar days of the occurrence of the event upon which the grievance is based. Within five (5) working days after receipt of the grievance, the Fire Chief and/or other designated representatives from the department shall hold a meeting with the grievant and the Union representatives, and within five (5) working days after said meeting, the Fire Chief shall give a written response to the Union.

- a) A written grievance shall state: (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) what section of the contract has allegedly been violated; and (6) what adjustment is requested.

**SECOND STEP:** If the grievance is not settled in the First Step above, the Union shall have four (4) working days to appeal the results of the First Step to the City Manager or his designated representative. The appeal shall be in written form including the original grievance and the answer of the Fire Chief, and the reason why such answer is not acceptable. The City Manager and/or other City representative(s) shall have seven (7) working days to hold a meeting with the Union representative(s). The City Manager or his designated representative shall give a written answer to the Union within five (5) work days of such meeting.

**THIRD STEP:** If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall within ten (10) work days following receipt of the City's Second Step answer,

advise the City, in writing, that such answer is unacceptable, including the reasons why it is deemed to be unacceptable, and further advise the City that the matter is being appealed to arbitration.

- a) The parties shall select an arbitrator to whom they shall present the facts and the respective positions concerning the grievance. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association then in effect. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the City and the Union.
- b) The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding on the City, the Union and the grievant.

**Section 3.3 - Time Limits:** A grievance which has not been settled at any step of the grievance procedure and if not appealed by the Union to the next succeeding step in the time limits provided for appeal shall be considered as having been withdrawn by the Union. If a grievance is not answered by the City within the time limit specified for such answer at any step of the grievance procedure, such grievance shall be advanced to the next higher step of the grievance procedure.

**Section 3.4 - Policy Grievances:** Grievances on behalf of the Union body as a whole shall be filed by the President of the Union, or his duly authorized representative, and shall be processed in accordance with the procedures set forth in Section 2 above.

**Section 3.5 - Grievance Meetings:** During the presentation and/or discussions of grievances provided for in this Article, time-off without loss of pay shall be granted to two (2) Union representatives for the purpose of representing the Union at such meetings.

**Section 3.6 - Special Conferences:** Special conferences for important matters (not grievances) will be arranged between the Union President and the Director of Employee Relations and shall be held within ten (10) calendar days of such request by either party for such a conference. Special conferences shall include changes, modifications, or alterations to departmental policies, procedures, or conditions. No more than three (3) representatives of the City and no more than three representatives of the Union shall attend such conferences. The members representing the Union shall not lose time or pay for

time spent in special conferences. Neither of the parties hereto are required to attend more than one (1) special conference per month.

**Section 3.7 - Definition of "Work Days":** For the purpose of this Article, "work days" shall mean the days of Monday through Friday that the City Hall is open during regular business hours.

#### **ARTICLE 4 DISCHARGE AND DISCIPLINE**

**Section 4.1 - Election of Remedy:** Discharge and disciplinary action to be taken by the City against a member of the Bargaining Unit shall be done in the manner as set forth in Public Act No. 78 of 1935 (Civil Service for Police and Fire Departments). Within five (5) work days after receipt of a notice of discharge or disciplinary action, the Union may elect to have such discharge or disciplinary action heard pursuant to the grievance and arbitration procedure set forth in Article 3 of this Agreement. Such election of remedy shall be irrevocable unless mutually agreed between the Union and the City Manager. If the Union does not select the remedy of arbitration within five (5) work days, the employee shall be limited to a public hearing under 1935 PA 78, and the rules and regulations of the Act.

#### **ARTICLE 5 SENIORITY**

**Section 5.1 - Definition of Seniority:** Seniority shall be defined as a permanent, full-time employee's length of continuous service within the City Fire Department since his last appointment date. "Last appointment date" shall mean the date upon which an employee first reported for work as a full-time permanent employee at the Fire Department at the direction of the City since which he has not quit, retired, been discharged or transferred outside the Fire Department. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoff for lack of work or funds, except as hereinafter provided.

**Section 5.2 - Probationary Period:** All new permanent, full-time employees shall be probationary employees during the first twelve (12) months of their employment. During the probationary period, the new employee shall have no seniority status. At the conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

- a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of



becoming a permanent full-time employee. A new probationary employee may be terminated for any reason at the sole discretion of the City during the probationary period. The City will notify the employee of the reason for termination in writing at the time of the employee's termination. The termination of a new probationary employee shall not be subject to the grievance procedure in Article 3. New probationary employees are employed on an at-will basis during their probationary period.

**Section 5.3 - Seniority List:** The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted on the bulletin board every six (6) months. The names of all permanent, full-time employees who have completed their probationary period shall be listed on the seniority list in order of their last appointment dates starting with the senior employee at the top of the list. Hires on the same day will be placed on the seniority list in the order that they appeared on the eligibility list.

**Section 5.4 - Layoff and Recall Procedure:** The layoff and recall of employees shall be done in the manner set forth in Public Act No. 78 (Civil Service for Police and Fire Departments), except that the Fire Chief shall be excluded from coverage by the Act.

**Section 5.5 - Termination of Seniority:** An employee's seniority within the Fire Department shall be terminated:

- (a) If he quits, retires or is transferred outside the Fire Department. Any employee who is transferred from the Bargaining Unit to another position within the Fire Department shall retain seniority. If an employee fails to qualify, within the specified qualifying time, in a position with the Department, but outside the Bargaining Unit, he shall return to his former position without loss of seniority.
- (b) If the employee is discharged for cause and such discharge is not reversed through the procedure referred to in this agreement.
- (c) If, when recalled to work following layoff, the employee fails to notify the City within seven (7) calendar days of his intention to return to work or fails to actually 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 City.
- (d) When an employee has been laid off for lack of work or funds for a period in excess of twelve (12) consecutive months, or for a period equal to his length of seniority, whichever is greater.

**Section 5.6 - Promotions:** The promotional procedure for employees covered by Public Act No. 78 (Civil Service for Police and Fire Departments) shall be as set forth in the Act, except that it is understood and agreed that the position of Fire Chief be excluded from coverage by the Act. It is further understood and agreed that the probationary period for all promotions shall be one (1) year.

**ARTICLE 6  
LEAVES OF ABSENCE**

**Section 6.1 - Personal Leave of Absence:** An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed thirty (30) calendar days in any calendar year, provided he obtains advance written permission from the City and can be spared from work for that purpose. Application for such leave must be in writing on the forms provided by the City. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes therefor shall be discharged.

**Section 6.2 - Medical Leave of Absence:** An employee who because of illness, pregnancy or accident is physically unable to report for work may be given a leave of absence for the duration of such disability, but not to exceed one (1) year, without pay and without loss of seniority, provided the employee promptly notifies the City of the necessity therefor and provided further that the employee supplies the City with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is required by the City.

**Section 6.3 - Military Service Leave:** Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

**Section 6.4 - Military Field Training Leave:** Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any Civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees presenting evidence as to the amount of compensation received from the government, shall be paid the difference, for up to two (2) weeks in any one calendar year, if any, between what they received in the form of pay therefor, subject to Federal Income

Tax, and what they would have received at their regular rate of pay during such period.

**Section 6.5 - Union Business Leave:** The City agrees to grant reasonable time off without loss of seniority and without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business provided: (1) ten (10) calendar days written notice is given to the City by the Union specifying the length of time off requested; (2) the length of time off does not exceed four (4) work days within any twelve (12) month period; and, (3) no more than two (2) employees shall be granted such time off for such purpose at any one time.

**Section 6.6 - Jury Duty Leave:** The City agrees to grant time off without loss of pay to any employee required to be present for jury duty in any county, or a witness under subpoena by any court, except when the subpoena relates to outside employment. The employee shall be compensated by the City for time necessarily lost from scheduled work in an amount equal to the difference (other than mileage reimbursement, except when driving a City vehicle) between their normal hourly pay and the total pay received for jury duty on each day. The employee shall work until the time of the court appearance and return to work when excused from court.

**Section 6.7 - Witness Leave:** When, as a result of performing job duties as a Battle Creek City Fire Fighter, the employee is subpoenaed to make a court appearance, he shall continue to be paid for such time as he necessarily loses from his regularly scheduled work while testifying as a witness. When an employee is subpoenaed to make a court appearance at a time other than that for which he had previously been scheduled to work, he shall receive straight time pay for all hours necessarily spent while court is in session, with a minimum guarantee of two (2) hours straight time pay. The employee shall assign his court appearance or witness fee to the City.

**Section 6.8 - Funeral Leave:** Employees shall receive the amount of pay they would have received on a regular straight time basis for each day necessarily lost from regularly scheduled duty to make arrangements for and attend the funeral of a member of their immediate family. Such payment shall be limited to one (1) duty day for employees working a fifty-three (53) hour work week and three (3) duty days for employees working a forty (40) hour work week. This payment shall not be made for any of such days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, and must attend the funeral, and, if requested by the City, must present proof of death.

- a) Immediate family is to be defined as: current spouse, children, step children, brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, grandmother, grandfather and grandchildren.
- b) Additional time for death of a child or spouse, as contractually defined to: four (4) days for forty (40) hour per week personnel and two (2) days for fifty-three (53) hours per week personnel.

**ARTICLE 7**  
**HOURS OF WORK**

**Section 7.1 - Normal Work Week:** The normal work week of the Fire Fighting Division shall average fifty-three (53) hours per week. The normal work week of the Mechanical, Fire Prevention Section and Fire Training Officer shall be forty (40) hours per week. The normal work hours for forty-hour employees shall be Monday through Friday from 8 a.m. to 5 p.m. with a one-hour unpaid lunch period. However, this normal schedule may be adjusted by the City to meet the legitimate needs of the Department. Nothing herein shall be construed to constitute a guarantee of the above hours to any employee.

**Section 7.2 - Hours for Fire Fighting Division:** Shift change time for the Fire Fighting Division shall be 8:00 a.m. and check made of radio and other equipment at that time. The normal duty period shall be twenty-four (24) hours.

Beginning with May 7, 1989 cycle the 53-hour schedule will be accomplished by each fire fighting employee being scheduled for an extra off shift in every 56-day work cycle. The selection of the cycles in which these employees will receive the off shift will be determined by the Chief. The selection of the specific day in the cycle which is to be this off shift will be made by the employees, in order of seniority, provided that the selection is made by the beginning of that cycle, and further provided that no more than three (3) employees from the same battalion select the same date. If an employee fails to select a date, it will be assigned.

In addition to the above, once each year each fire fighting employee will, with the Chief's prior approval, take an extra one-half shift off.

The Union agrees to hold the City of Battle Creek harmless from any claims made by its members against the employer in regard to the reduction in hours of work from fifty-six (56) hours per week to fifty-three (53) hours per week.

**Section 7.3 - Trading Time:** Employees of equal rank may be permitted to work for each other subject to his immediate supervisor's approval and the concurrence of the Battalion Chief.

Section 7.4 - Sick List: The Fire Fighting Division will have the right to work for any member of the bargaining unit who is unable to work due to accident or illness provided that there is no extra cost to the City and is in accordance with Article 2, Section 2.7 - Anti-Discrimination.

Section 7.5 - Station Transfers: Employees of the Fire Fighting Division who have served four (4) years in the department, with two (2) years of continuous service at a particular station may request and shall receive a permanent transfer away from that station, and except under emergency conditions, said transfer to take place within thirty (30) calendar days after the request has been made, and such employee shall not be transferred back to that station for at least two (2) years, unless such transfer back is mutually agreeable between the employee and the City.

- a) Notwithstanding the above, a probationary Lieutenant shall not have the right to transfer stations under this Section until his probationary period has ended.

Section 7.6 - Station Maintenance: As is presently being done, the bargaining unit employees agree to continue to perform routine station housekeeping and maintenance functions as outlined below:

- a) Inspection, flow testing of fire hydrants;
- b) Maintenance painting of fire stations where such painting does not constitute major rehabilitation or remodeling;
- c) Minor electrical; mechanical maintenance and minor carpentry in the fire station.

The time devoted to these duties shall not exceed six (6) hours per duty period, unless mutually agreed to previously and shall not be performed between the hours of 12-1 p.m. or 5-6 p.m., or on an employee's Sabbath.

Section 7.7 - Compensatory Time: Whenever a forty (40) hour employee works in a situation which would entitle that employee to be paid on a basis of time and one-half ( $1\frac{1}{2}$ ), the employee shall have the option to exchange such time paid for compensatory time (CT) at the rate of time and one-half ( $1\frac{1}{2}$ ) under the following conditions:

- a) The CT option must be declared by an employee within the pay period worked.
- b) Employees are allowed a maximum of eighty (80) hours accumulation in their CT bank.
- c) Any use of compensatory time will be charged and deducted from the employee's CT bank.

- d) CT hours must be used in increments of not less than four (4) hours.
- e) Employee may use banked CT hours upon the approval of the Chief or his designee.

**ARTICLE 8**  
**FILING OF TEMPORARY JOBS/VACANCIES**

**Section 8.1 - Manpower:** If the manpower falls below the listed requirement to safely operate the Fire Apparatus, the City shall either: (1) take the apparatus out of service and distribute the remaining manpower, or (2) call in sufficient manpower to safely operate the equipment. The manning requirements are as follows:

- a) Squad(s) - two (2) fire fighters plus one (1) officer (or acting).
- b) Engine(s) - two (2) fire fighters plus one (1) officer (or acting).
- c) Truck(s) - two (2) fire fighters.
- d) HAZ-MAT - two (2) fire fighters plus one (1) officer (or acting). If a hazardous materials incident occurs requiring the fire fighters to utilize their protective apparel, a minimum of four (4) qualified Haz-Mat personnel shall be required on the scene.

The component of manpower may be reduced by one (1) firefighter at a time to either operate the Fire Department pick-up truck for official department business, or for the department jeep, as long as it is being used for snow removal on Fire Department property only, or on duty as a fire fighting vehicle.

**Section 8.2 - Selection Procedure:** It is understood that if the total personnel needed in the above manning schedule is not maintained for all authorized apparatus, then the City shall either hire overtime from that classification that is vacant or take the apparatus out of service. It is further understood that as long as the total personnel needed in the above manning schedule is maintained for all authorized apparatus, the Chief may use "acting officers" to fill officer vacancies as follows:

- a) If a vacancy occurs in the rank of Lieutenant, then the vacancy will be offered to the top fire fighter on the eligibility list for Lieutenant, for that particular shift. If he refuses, the job will be offered to the next man on the eligibility list and continue on down the eligibility list for that shift until a man is found to fill the position.

- b) If a vacancy occurs in the rank of Captain, then a vacancy will be offered to the top Lieutenant on the eligibility list for Captain for that particular shift. If he refuses, then the job will be offered to the next man on the eligibility list and continue on down the eligibility list for that shift until a man is found to fill that position.
- c) If the vacancy cannot be filled in accordance with the above, then the Chief Officer in charge of that shift will assign the top man on the eligibility list, according to which classification is vacant.
- (d) If the relevant Eligibility List has expired and is no longer in effect, the expired list will be used for filling temporary vacancies until a new list is established.
- (e) If Eligibility Lists are not available because all personnel listed have either been promoted or their names have been removed from the list, the chief officer will assign personnel by seniority in grade according to which classification is available.

**Section 8.3 - Pay During Temporary Transfers:** Employees temporarily transferred for the convenience of the City shall, during the period of such temporary transfer, receive the rate of pay they would have received on their permanent job assignment or the rate of pay for the job to which they are transferred as though they were promoted to that job, whichever is greater, for the entire period of such transfer. Such payment shall not be made unless the transfer occurs for a period in excess of two (2) hours.

- a) In the event such a temporary assignment to the position of Fire Lieutenant or Fire Captain exceeds one (1) duty day, the employee will be paid for the entire period of the transfer at the maximum rate for the classification.

**Section 8.4 - Assignment of Probationary Lieutenant:** Probationary Lieutenants in the Fire Fighting Division shall normally be stationed at the Central Fire Station (No. 1). Probationary Lieutenants will not be used as Acting Captains; however, it is understood that probationary Lieutenants may be used in Lieutenant's positions.

## **ARTICLE 9**

### **WAGES**

**Section 9.1 - Salary Schedule:** For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect.

Section 9.2 - Overtime Pay: All employees shall receive time and one-half ( $1\frac{1}{2}$ ) at the employee's regular hourly rate of pay for all work performed in excess of the normal work day or normal work week. Hours compensated under the paid sick leave provisions of this Agreement shall be considered hours worked for the purpose of overtime computation. There shall be no pyramiding of overtime hours. Hold-over at the end of a shift of less than fifteen (15) minutes shall be excluded in calculating overtime pay.

Section 9.3 - Emergency Call In For Duty: An employee called in for emergency duty at a time other than his scheduled work shift shall be credited with a minimum of two (2) hours of pay at his regular hourly rate, or with the actual hours worked at one and one-half ( $1\frac{1}{2}$ ) times his hourly rate, whichever is greater, unless such time be continuous with his scheduled work shift, in which case the guaranteed minimum pay shall not apply, but he shall be paid at one and one-half ( $1\frac{1}{2}$ ) times his hourly rate for all hours worked prior to his scheduled shift.

Section 9.4 - Salary Upon Promotion: When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he had been promoted, which will result in a pay increase.

Section 9.5 - Payday: Unless otherwise agreed to by the Union and the City, employees will be paid on a weekly basis.

## ARTICLE 10 VACATIONS

Section 10.1 - Vacation Schedule: Effective the first paycheck of January of a calendar year the employee who, during the calendar year will complete one or more years of continuous service with the City since his last hiring date shall receive vacation, with pay, as follows:

|   |   |
|---|---|
| One (1) year but less than five (5) years       | 2 weeks (maximum 5 days for 53 hour employees)  |
| Five (5) years but less than ten (10) years     | 3 weeks (maximum 8 days for 53 hour employees)  |
| Ten (10) years but less than fifteen (15) years | 4 weeks (maximum 10 days for 53 hour employees) |
| Fifteen (15) years but less than twenty (20)    | 5 weeks (maximum 13 days for 53 hour employees) |
| Twenty (20) years or more                       | 6 weeks (maximum 15 days for 53 hour employees) |



Employees terminating before their employment anniversary date shall reimburse the City for any vacation pay that is advanced by not subsequently earned.

Employees hired on or after January 1 of the calendar year are entitled to vacation benefits during their first calendar year, prorated, based on the employee's hiring date as compared to a full calendar year. The vacation benefit shall be rounded up to the next whole day.

**Section 10.2 - Vacation Pay:** One week of vacation pay shall equal the straight time earnings the employee would otherwise have received had he worked during the week of vacation time off.

**Section 10.3 - Vacation Scheduling:** A single vacation list for each fire fighting unit shall be established for the entire year with the list issued by September 1 of each year and signed by December 31. Vacations on each unit to be chosen by seniority rather than length of time assigned to a station. Each station will be furnished a copy of the vacation list for their unit with a seniority list on each sheet denoting the number of weeks of vacation credited to each employee. Starting with the first employee on the list, each employee entitled to a two or more week vacation will choose two (2) weeks (five consecutive duty days). After all employees on the list have made one (1) choice, then starting with the employee on the top of the list, each one shall choose the balance of the vacation to which he is entitled by selecting increments of at least one (1) week. (A vacation week for 53-hour employees shall be utilized by selection of either two (2) or three (3) consecutive duty days measured either from the beginning or end of each two (2) week vacation selection period, provided always the total number of days selected does not exceed the maximum number set forth in Section 1). Each employee must make his choice within four (4) calendar days from the time he is notified by his station officer that the list is available. If he fails to make his choice, the employee will be deemed to have waived his selection of vacation period, and the next employee on the list shall choose his vacation. If an employee wishes to take all his vacation at one continuous time he must waive his first choice, and then choose his entire vacation on his next regular turn. Vacation time off once scheduled shall not be cancelled by the Chief unless an emergency situation exists or unless required by a permanent change in platoon assignment. Exceptional cases will be given special consideration by the Fire Chief.

At the time of vacation selection, each employee may designate a maximum of five (5) vacation days as "floating vacation days." These "floating vacation days" may be used during the 21 duty-day time period for selecting Kelly days. Slots left open after the selection of Kelly days will be made available for the use of the "floating vacation days" on a seniority basis. During the initial selection for "floating vacation days," an employee is limited to one floating vacation day. After going through the seniority list once, the Kelly slots will be

available for floating vacation days on a first-come/first-served basis. An employee may not convert floating vacation days to regular vacation days without the permission of the Fire Chief. Floating vacation days may not be carried over to the following year, nor may an employee receive pay for not using the floating vacation day.

- a) Three (3) members (including no more than two (2) officers) of the Fire Fighting Division may take vacations at the same time on each platoon. The Chief may from time to time establish an increased number of employees on vacation if it will not result in additional overtime expense to the City, and in his judgment, it will not adversely affect the operation of the department.
- b) Vacations of Prevention, Training, and Mechanical Division employees may be taken in half, single or multiple days if the efficiency of the department will not be impaired and with the approval of the immediate supervisor. One (1) week of vacation for such employees shall equal the number of hours in the regularly scheduled work week, i.e., 40. When a granted holiday is observed during the scheduled vacation of any Prevention, Training and Mechanical Division employee, his vacation shall be extended one (1) consecutive day.
- c) Vacations may not be waived and extra pay received for work during that period. Vacation must be used or forfeited by the first vacation period of the next calendar year.
- d) If during an employee's vacation he becomes ill or is injured and thereafter is admitted to a hospital (excluding emergency room care) such employee shall be allowed to charge his accumulated sick leave and receive an equivalent amount of vacation time off for each day in the hospital that would have been a scheduled work day for the employee had he not been on vacation. The additional vacation day or days shall be scheduled at a time mutually convenient to the employee and the City.

**Section 10.4 - Termination of Employment:** If an employee retires or dies during a calendar year after his employment anniversary date, such employee will be entitled to vacation pay on a pro-rata basis.

#### **ARTICLE 11 HOLIDAYS**

All permanent, full-time employees shall be entitled to receive the following paid holidays:

Independence Day  
 Labor Day  
 Veterans Day  
 Thanksgiving Day  
 Friday following Thanksgiving Day  
 Day before Christmas  
 Christmas

New Year's Day  
 Martin Luther King Day  
 Presidents Day  
 Good Friday  
 Memorial Day  
 Employee's birthday (as a  
 floating holiday-no overtime  
 paid when worked)

- (a) All permanent, full-time employees who during the contract year were fifty-three (53) hour employees shall receive along with their first paycheck in June of each year, in lieu of the above listed holidays, an annual holiday bonus as follows:

June 1, 1995 - \$1,552.00  
 June 1, 1996 - 1,598.00  
 June 1, 1997 - 1,646.00

The payment shall be included in the employee's regular check with the minimum required percentage withholding for Federal income tax purposes. For employees who either become or are removed from fifty-three (53) hour work week status during the year, such payment shall be prorated on the basis of the number of holidays occurring during the period they occupied the fifty-three (53) hour status. Nonprobationary employees whose employment terminates during the contract year shall receive such prorated payment along with their final paycheck.

- b) A forty (40) hour per week employee shall receive eight (8) hours of pay at his regular straight time rate for such holidays if he works his last scheduled work day before and after the holiday.
- c) A forty (40) hour per week employee qualifying for and working on any of the above listed holidays shall receive one and one-half (1½) times his regular rate of pay for all hours actually worked on such holidays in addition to said holiday pay.

## ARTICLE 12 INSURANCE

### Section 12.1 - Health Insurance:

- a) The City shall provide each full-time employee the option of selecting one of the following health plans:

PLAN I: BC/BSM comprehensive major medical plan (or equivalent) with the following benefits:

Benefit: \$1,000,000 lifetime coverage

Deductible: \$100/person, \$200/family

Co-Insurance: insurance pays 90% of first \$5,000 in expenses after deductible, 100% thereafter

Charges: pays based on reasonable and customary charges as defined by the carrier.

PLAN II: Health Maintenance Organization:

Provided coverage is available, the Health Maintenance Organization (HMO) service shall be an alternative choice to the services provided in Plan I.

The HMO coverage has been adjusted by adding a provision requiring a 25 percent co-payment on all hospital-billed charges up to a maximum co-payment of \$250 per individual and \$500 per family per calendar year.

- b) Under both Plan I and Plan II, the City agrees to pay the premium for eligible employees and their dependents. The maximum premium contribution by the City for HMO (Plan II) coverage shall be limited to the monthly premium paid under Plan I. Any premium in excess of this amount shall be paid by the employee via payroll deduction. If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

Effective January 1, 1995, active employees shall begin contributing to the health insurance premium. The initial contribution shall be \$2.35 per week payable via payroll deduction. Effective January 1, 1996, the contribution amount shall increase to \$2.50 per week via payroll deduction. The amounts listed in this paragraph are in addition to any contribution required for Plan II as outlined above.

Effective January 31, 1995, the co-pay for prescription drugs under the traditional BC/BSM plan (or equivalent) shall increase to \$5.00 for active employees.

- c) Employees on an unpaid leave of absence, suspension or layoff shall continue to have their health insurance benefits paid by the City for the first sixty (60) calendar days. After sixty (60) calendar days, an employee may continue the health insurance benefits in effect, to the extent allowed by the insurance company, by paying in advance the monthly premium to the City. Employees receiving Worker's Disability Compensation benefits shall receive health insurance paid by the City for the period that the supplemental payments set forth in Article 13, Section 13.5 remain in effect.
- d) For the term of this Agreement, the City's Pension Board will pay, from the pension fund, the health insurance premiums for the coverages currently provided, provided such payments do not exceed an amount equal to one-half of the interest earned by the reserve fund. Premium payments in excess of this amount will be paid by the City. Effective July 1, 1989, employees' contributions to the pension plan will be increased to 6.25% of their wages. Further, if the cost of health care for retirees maintained by the pension fund reaches or exceeds the maximum allowable amount for health care as provided for in MCLA 38.571; namely, inter alia, " $\frac{1}{2}$  of the interest earned by any reserve fund....", the employee pension contribution rate can be increased to an amount not to exceed 6.50%. Said increase in employee pension contribution rate shall take effect the fiscal year following notification and shall revert to the 6.25% in the next fiscal year in which the cost falls below the maximum allowable amount under MCLA 38.571.

**Section 12.2 - Dental Insurance:** The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be the Delta Dental of Michigan traditional 80/20 plan (or equivalent), with the following benefits:

**Deductible:** no deductible on Diagnostic, Preventive or Emergency Palliative (Class IA) \$25.00 per person on balance of Class I and Class II benefits.

**Benefit:** \$1,500 annual maximum contract benefit per person for Class I and Class II benefits.

Orthodontics: 50% co-pay on Class III benefits, with lifetime maximum of \$1,000 per eligible person.

Charges: Pays based on usual, customary, and reasonable as determined by the insurance carrier.

Employees newly-hired by the City shall receive coverage effective the first day after completing six (6) months of service with the City.

**Section 12.3 - Life Insurance:** The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal one times the employee's base annual salary, rounded up to the next thousandth dollar. The minimum benefit for eligible employees shall be \$25,000. The City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal \$2,000; dependent coverage shall be \$1,000 per dependent.

**Section 12.4 - Conditions of Insurance Coverage:** Insurance provided under Sections 12.1 through 12.3 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 12.1 through 12.3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this Agreement.

### **ARTICLE 13 PAID SICK LEAVE**

**Section 13.1 - Accrual of Sick Leave:** All members covered by this Agreement who work a normal work week consisting of forty (40) hours shall accumulate nine (9) hours of paid sick leave per month, not to exceed a total of one hundred sixty (8 hour) days, or 1,280 hours.

All members covered by this Agreement who work a normal work week consisting of fifty-three (53) hours shall accumulate sick leave at the rate of fourteen (14) hours per month, not to exceed a total of 1,950 hours.

- a) Said employees shall be charged against their sick leave for the actual number of duty hours missed while on sick leave.

**Section 13.2 - Verification of Illness:** Any employee using sick leave must remain at home or be present in a medical office or medical institution for treatment. The City reserves the

right to visit any employee on sick leave at any time. The City may request a certificate from a medical doctor indicating the nature and duration of an employee's illness when an employee uses two or more consecutive days of sick leave or when the City has reason to believe the employee is abusing sick leave, before allowing the employee to return to work, provided that notice is given to the employee of the required doctor's slip prior to his attempting to return to work. In all instances, the burden of proof for use of sick leave rests with the employee.

**Section 13.3 - Payment Upon Retirement:** Upon retirement with a benefit immediately payable or death of an employee, the employee or his estate shall receive an amount equal to one-half ( $\frac{1}{2}$ ) of up to one thousand nine hundred and fifty (1,950) hours of unused sick leave pay for fifty-three (53) hour employees and one-half ( $\frac{1}{2}$ ) of up to twelve hundred and eighty (1,280) hours of unused sick leave pay for forty (40) hour employees.

**Section 13.4 - Paid Emergency Leave of Absence:** Qualified employees who furnish proof satisfactory to the City that a critical illness exists within their immediate family may use accumulated sick leave for emergency leave, subject to the following limitations:

- a) Paid emergency leave for critical illness of a member of the employee's immediate family shall be available only in the case of such illness on the part of the employee's then current spouse, child, parent, or parent of spouse, and then for a period not to exceed one (1) regularly scheduled duty day at any one time.

**Section 13.5 - Payments Supplementing Worker's Compensation:** The City will allow an employee injured on the job and eligible for Worker's Compensation to draw the difference between the Worker's Compensation check and his normal net rate of pay (less Federal, State and City taxes) by charging his accumulated sick leave or holiday leave bank. A three (3) member board consisting of a representative of the Union, Fire Chief and Director of Employee Relations shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, he shall receive the above mentioned supplemental compensation for a period of six (6) months without any charge to his accumulated sick leave or holiday leave bank. The board shall meet within five (5) duty days after the injury. All board decisions shall be by majority vote and not subject to the grievance procedure.

- a) Except as provided above, hours of paid sick leave are not available for use when an employee is absent from work and receives compensation for such hours lost from work under the Michigan Worker's Disability Compensation Act. If sick leave is used for such purpose, the amount of gross pay shall be repaid to the City upon receipt of the Worker's Disability Compensation benefit checks and the

amount of paid sick leave credits shall thereupon be restored.

- b) Due to occasional delays in processing Worker's Disability Compensation benefit claims, the City agrees to make a payroll advance in the amount of the anticipated benefit check for a period of up to four (4) weeks, provided the affected employee agrees in writing to repay the City upon receipt of the benefit checks and that in any event if the advance is not repaid within ninety (90) days it may be charged against accumulated vacation or withheld from future paychecks, holiday payments or longevity payments.

**ARTICLE 14**  
**LONGEVITY**

The City agrees to a longevity pay program whereby it pays to all eligible employees, who qualify for such, the amount as set forth below:

- a) To those full-time permanent employees who have completed seven (7) or more years of continuous service, the City will grant, on the payday following each employment anniversary date, an amount equal to two and one-half (2½) percent of such employee's base salary as of his employment anniversary date, but in no case shall this amount exceed \$300.
- b) To those full-time permanent employees who have completed twelve (12) or more years of continuous service, the City will grant, on the payday following each employment anniversary date, an amount equal to five (5) percent of such employee's base salary as of his employment anniversary date, but in no case shall this amount exceed \$600.
- c) To those full-time permanent employees who have completed twenty (20) or more years of continuous service, the City will grant, on the payday following each employment anniversary date, an amount equal to seven (7) percent of such employee's base salary as of his employment anniversary date, but in no case shall this amount exceed \$1,000.
- d) Employees who have qualified for longevity pay shall upon retirement, receive a pro-rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary



date and shall be payable on the last paycheck paid to the employee.

- e) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

**ARTICLE 15**  
**EDUCATIONAL INCENTIVE**

The City agrees to pay the resident tuition fee, (lab fees) for permanent, full-time employees for attending college accredited courses in Fire Science and courses needed to obtain an Associate degree in Fire Science. Payment will be made for tuition less any outside aid for the costs, provided prior approval has been granted by the City.

- a) In addition to the above, the City will pay on the first pay period following June 1 to permanent employees who have completed accredited courses the amounts set forth below. All courses must be certified by an accredited college or certifying institution before payment is made, and a passing grade for the course ("C" or above) must be received.

|                                |       |
|--------------------------------|-------|
| E.M.T. - F.S.C.                | \$250 |
| Para-medic                     | \$300 |
| Associate in Fire              | \$350 |
| Bachelor                       | \$400 |
| Bachelor - Fire related degree | \$500 |
| Masters (Pub Admin or Fire)    | \$600 |

**ARTICLE 16**  
**WORK STOPPAGE**

**Section 16.1 - No Strike - No Lockout Pledge :** The Union agrees that during the life of this Agreement neither the Union, its officers or agents will authorize, instigate, aid, condone, or engage in a strike, slowdown, or other interferences (to include picketing in uniform) with the City's operations. The City agrees that during the same period there shall be no lockouts.

**Section 16.2 - Discipline for Violation:** Individual employees, groups of employees or stewards who instigate, aid or engage in a strike, slowdown, or other interferences (to include picketing in uniform) with the City's operations may be disciplined or discharged at the sole discretion of the City.

**ARTICLE 17**  
**PENSION PLAN**

Those employees covered by the Firemen and Policemen Pensions Act (P.A. 1937, No. 345) shall have their retirement benefit calculated on the basis of 3.0% of average final compensation multiplied by the first 25 years or service credited up to a maximum benefit equal to 75% of final average compensation.

The employee pension contribution shall be 7.0%.

Pursuant to negotiations for the Collective Bargaining Agreement beginning July 1, 1994, changes were made to the benefit and contribution level. Effective July 1, 1995, employees retiring on or after that date may retire with full pension benefits after twenty-five (25) years of service, regardless of age. (The City agrees to allow unit members Bracy, McAdow, Crawford, and Collier to take advantage of this improvement upon attaining 25 years of service, regardless of the effective date expressed above.) Also effective July 1, 1995, the employee pension contribution shall be increased from 7.0 percent to 7.5 percent. The cost of the "25 and out" benefit shall be amortized over a thirty (30) year time period.

**ARTICLE 18**  
**GENERAL**

**Section 18.1 - Uniforms:** The City agrees to issue and maintain summer and winter uniforms for all bargaining unit members.

- a) Badges with consecutive numbers in accordance with seniority will be issued to all fire fighters. Once a year these badges will be re-issued according to the latest seniority list.
- b) All Fire Department employees in the bargaining unit shall be issued identification cards.
- c) Fire Lieutenants and Fire Captains shall be issued insignia or uniforms to identify them as such.

**Section 18.2 - Food Allowance:** The City shall grant to employees in the Fire Fighting Division a food allowance according to the following schedule:

- a) Effective upon ratification the food allowance shall increase to \$4.95 per 24-hour duty day. The food allowance will increase to \$5.15 per 24-hour duty day on July 1, 1995, and then increase to \$5.35 per 24-hour duty day effective July 1, 1996.

b) For employees working partial shifts, the food allowance will be paid as follows:

- 1) Less than 12 hours: no payment.
- 2) 12 but less than 18 hours: half payment.
- 3) 18+ hours: full payment

The provisions of this subparagraph will be effective upon ratification.

c) The amount specified in this section will be paid on a weekly basis calculated upon only those duty days actually worked during the week.

**Section 18.3 - Safety and Health:** The City shall continue to make reasonable and necessary provisions for the safety and health of its employees. Protective devices and other equipment as deemed necessary by the City to protect the employees from injury shall be made available by the City at no cost to the employee.

a) If an employee is injured on the job and is unable to finish his regular shift, he shall be paid for the remainder of his regular shift.

**Section 18.4 - Maintenance Standards and Rules and Regulations:** Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, 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.

a) All general departmental directives and orders issued by Chief Officers shall be confirmed in writing with copies delivered to all stations and locations. The order book will be revised and/or updated by January 1 of each year.

**Section 18.5 - Residency:** Individuals commencing employment with the City on or after December 6, 1983, shall be required to establish residency in the Metropolitan area within one (1) year from the date of hire. All employees who are required to establish and/or maintain residence under this policy shall comply with such request as a condition of continued employment. Any employee who fails to abide by the provisions of this section shall forfeit his employment thirty (30) days after written notice shall be given such employee by the City Manager that the employee is in violation of this residency requirement. Such separation from service shall be considered a

voluntary separation from service as an employee and such act shall constitute a resignation.

- a) Metropolitan area shall be defined as: within the corporate limits of the City of Battle Creek, and also within the corporate limits of the following jurisdictions: the City of Springfield and the townships of Bedford, Emmett, Pennfield, Leroy and Newton.
- b) Full-time bargaining unit members employed on or before December 6, 1983, shall be exempt from this residency policy.

Section 18.6 - Telephone Numbers: All personnel will furnish their telephone numbers to the department.

Section 18.7 - Amendments: This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provision. This Agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing.

Section 18.8 - Savings Clause: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to 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 City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 18.9 - Moratorium: The parties agree that either party may bring issues or proposals on health insurance and pension to the bargaining table. However, the parties agree that neither party shall attempt to take to Act 312 arbitration any proposal affecting health insurance or pension for any contract which expires on or before June 30, 2000.

ARTICLE 19  
DURATION

This Agreement shall become effective the 1st day of July, 1994, and the terms and provisions thereof shall remain in full force and effect until the 1st day of July, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

LOCAL NO. 335 OF THE INTERNATIONAL  
CREEK  
ASSOCIATION OF FIRE FIGHTERS

CITY OF BATTLE

Michael A. Flanery  
Michael A. Flanery  
Union President

Rance L. Leaders  
Rance L. Leaders  
City Manager

James A. Smith  
James A. Smith  
Vice President

Russell W. Claggett  
Russell W. Claggett  
Assistant City Attorney

Larry Hausman  
Larry Hausman  
Vice President

W. Harold Macon  
W. Harold Macon, Director  
of Employee Relations

\_\_\_\_\_

Wayne D. Wiley  
Wayne D. Wiley  
Assistant City Manager

APPENDIX A

The following pay rates will be established commencing with the first pay period following July 1, 1994 as follows:

|              | Fire<br>Fighter<br>(860) | Fire<br>Lieutenant<br>(830) | Fire<br>Inspector<br>(845) |
|--------------|--------------------------|-----------------------------|----------------------------|
| July 1, 1994 |                          |                             |                            |
| Start        | \$26,536.30              | \$36,424.13                 | \$36,424.13                |
| 6 months     | 27,224.58                | 38,459.96                   | 38,459.96                  |
| 1 year       | 27,908.68                | ---                         | ---                        |
| 2 years      | 29,285.23                | ---                         | ---                        |
| 3 years      | 30,655.53                | ---                         | ---                        |
| 4 years      | 35,653.20                | ---                         | ---                        |
| July 1, 1995 |                          |                             |                            |
| Start        | \$27,332.39              | \$37,516.85                 | \$37,516.85                |
| 6 months     | 28,041.32                | 39,613.76                   | 39,613.76                  |
| 1 year       | 28,745.94                | ---                         | ---                        |
| 2 years      | 30,163.79                | ---                         | ---                        |
| 3 years      | 31,575.20                | ---                         | ---                        |
| 4 years      | 36,722.80                | ---                         | ---                        |
| July 1, 1996 |                          |                             |                            |
| Start        | \$28,152.36              | \$38,642.36                 | \$38,642.36                |
| 6 months     | 28,882.56                | 40,802.17                   | 40,802.17                  |
| 1 year       | 29,608.32                | ---                         | ---                        |
| 2 years      | 31,068.70                | ---                         | ---                        |
| 3 years      | 32,522.46                | ---                         | ---                        |
| 4 years      | 37,824.48                | ---                         | ---                        |

|              | Fire<br>Mechanic<br>(885) | Fire<br>Captain<br>(825) | Head Fire<br>Inspector<br>(840) |
|--------------|---------------------------|--------------------------|---------------------------------|
| July 1, 1994 |                           |                          |                                 |
| Start        | \$28,274.53               | \$39,187.48              | \$39,187.48                     |
| 6 months     | 29,016.53                 | 41,113.81                | 41,113.81                       |
| 1 year       | 29,758.54                 | ---                      | ---                             |
| 2 years      | 31,240.46                 | ---                      | ---                             |
| 3 years      | 32,722.40                 | ---                      | ---                             |
| 4 years      | 38,030.06                 | ---                      | ---                             |
| July 1, 1995 |                           |                          |                                 |
| Start        | \$29,122.77               | \$40,363.10              | \$40,363.10                     |
| 6 months     | 29,887.03                 | 42,347.22                | 42,347.22                       |
| 1 year       | 30,651.30                 | ---                      | ---                             |
| 2 years      | 32,177.67                 | ---                      | ---                             |
| 3 years      | 33,704.07                 | ---                      | ---                             |
| 4 years      | 39,170.96                 | ---                      | ---                             |
| July 1, 1996 |                           |                          |                                 |
| Start        | \$29,996.45               | \$41,573.99              | \$41,573.99                     |
| 6 months     | 30,783.64                 | 43,617.64                | 43,617.64                       |
| 1 year       | 31,570.84                 | ---                      | ---                             |
| 2 years      | 33,143.00                 | ---                      | ---                             |
| 3 years      | 34,715.19                 | ---                      | ---                             |
| 4 years      | 40,346.09                 | ---                      | ---                             |

|              | Fire<br>Training<br>Officer**<br>(850) | Fire<br>Prevention<br>Technician | Fire<br>Prevention<br>Training/<br>Liaison Officer |
|--------------|--|----------------------------------|--|
| July 1, 1994 |  |                                  |  |
| Start        | \$39,187.48                            | \$21,701.93                      | ---  |
| 6 months     | 41,113.81                              | 22,735.37                        | ---  |
| 1 year       | ---                                    | 24,285.52                        | ---  |
| 2 years      | ---                                    | 25,835.64                        | ---  |
| 3 years      | ---                                    | 27,385.76                        | ---  |
| 4 years      | ---                                    | 28,032.70                        | \$35,653.20  |

|              |             |             |             |
|--------------|-------------|-------------|-------------|
| July 1, 1995 |             |             |             |
| Start        | \$40,363.10 | \$22,352.99 | ---         |
| 6 months     | 42,347.22   | 23,417.43   | ---         |
| 1 year       | ---         | 25,014.09   | ---         |
| 2 years      | ---         | 26,610.71   | ---         |
| 3 years      | ---         | 28,207.33   | ---         |
| 4 years      | ---         | 28,873.68   | \$36,722.80 |

|              |             |             |             |
|--------------|-------------|-------------|-------------|
| July 1, 1996 |             |             |             |
| Start        | \$41,573.99 | \$23,023.58 | ---         |
| 6 months     | 43,617.64   | 24,119.95   | ---         |
| 1 year       | ---         | 25,764.51   | ---         |
| 2 years      | ---         | 27,409.03   | ---         |
| 3 years      | ---         | 29,053.55   | ---         |
| 4 years      | ---         | 29,739.89   | \$37,824.48 |

\*\*Fire Training Officer (850) shall receive, in addition to his weekly rate, an annual improvement incentive of one percent (1%) per year. This incentive shall be paid beginning after one (1) year of service as the Fire Training Officer and shall be added to and become part of his existing annual rate of pay. The incentive shall be paid for a maximum of five (5) years. If a Captain is appointed as Fire Training Officer, he shall receive the first year's incentive effective upon his appointment. The incentive for a Captain shall be paid for an additional four (4) years.

Any person selected for the position of Fire Training Officer shall retain his existing rank and his position on the eligibility list for Fire Lieutenant, Fire Captain, or Fire Battalion Chief. At the time he becomes eligible for promotion on the Lieutenant or Captain list, he may also request reassignment. If he becomes certified for Battalion Chief, he must either accept that promotion and relinquish the Training Officer position, or he may remain Training Officer at the Captain rank.



## LETTER OF AGREEMENT

### JOB DESCRIPTIONS

The parties agree that the alarm operator and civilian dispatchers are to be placed into the following positions:

#### A. FIRE PREVENTION/TRAINING LIAISON OFFICER

**GENERAL STATEMENT OF DUTIES:** Under supervision to identify methods and provide advisement to City employees and the Public on prevention and control of fires; to provide assistance to the Fire Training Officer in preparing lectures and demonstrations used in the implementation of a Fire Training Program; and to perform related work as required.

**SUPERVISION RECEIVED:** Work is performed under the direction of the Fire Marshall.

**TYPICAL EXAMPLES OF WORK:** An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

- Advise and assist City employees and the Public for purposes of safeguarding property against fire, explosion, and other related hazards.
- Recommend materials, equipment or other methods for alleviating fire-conducive and other hazardous conditions.
- Devise fire protection programs; organize and assist in training personnel to carry out such programs.
- Provide assistance to the Fire Training Officer in the preparation of lectures and demonstrations using training materials developed for the Fire Training Program.
- Prepare written and verbal reports and presentations.
- Perform related work as assigned.

#### **MINIMUM QUALIFICATIONS FOR EMPLOYMENT:**

- Ability to read, write, and communicate at a level equal to one who has graduated from an accredited high school or possesses a GED equivalent.

- Three (3) to five (5) years' experience in fire fighting or other area where practical application of fire fighting techniques and practices have been obtained.
- Considerable knowledge of Federal/State/Local laws, rules and regulations pertaining to fire fighting and rescue activities.
- Ability to prepare and present effective written and verbal communications.
- Ability to prepare and maintain accurate records and comprehensive reports pertaining to fire prevention/training activities.
- Ability to prepare and present effective lectures and demonstrations regarding fire prevention and training sessions.
- Ability to establish and maintain satisfactory working relationships with the public and other employees.

#### **B. FIRE PREVENTION TECHNICIAN**

**GENERAL STATEMENT OF DUTIES:** Under supervision to furnish assistance in identifying methods and providing advisement to City employees and the Public on prevention and control of fires; to assist in the preparation of public information materials and campaigns on fire prevention techniques; and to perform related work as required.

**SUPERVISION RECEIVED:** Work is performed under the direction of the Fire Marshall.

**TYPICAL EXAMPLES OF WORK:** An employee in this class may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform.)

- Advise City employees and the Public for purposes of safeguarding property against fire, explosion, and other related hazards.
- Assist in the preparation of public information materials and campaigns on fire prevention techniques.
- Devise fire protection programs; organize and assist in training personnel to carry out such programs.
- Assist in evaluating pre/post property construction, considering such factors as fire resistance of materials

used, building contents, availability of water supply and water delivery, and egress facilities.

- Perform general clerical work such as coding and checking accuracy of computer data, filing, sorting and some typing.
- Prepare written reports and verbal presentations.
- Perform related work as assigned.

**MINIMUM QUALIFICATIONS FOR EMPLOYMENT:**

- Ability to read, write and communicate at a level equal to one who has graduated from an accredited high school or possesses a GED equivalent.
- Three (3) to five (5) years experience in fire fighting or other area where practical application of fire fighting techniques and practices have been obtained.
- Working knowledge of data entry operations and skill in the use of a typewriter.
- Ability to prepare and present effective written and verbal communications.
- Ability to prepare and maintain accurate records and comprehensive reports pertaining to fire prevention/training activities.
- Ability to prepare and present effective lectures and demonstrations regarding fire prevention and training sessions.
- Ability to establish and maintain satisfactory working relationships with the public and other employees.

City of Battle Creek  
Created: 9/87

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W. Harold Macon

LETTER OF AGREEMENT

- DISPATCHERS -

The positions of Civilian Dispatcher and Alarm Operator will be removed from this bargaining unit within a maximum of sixty (60) days of the execution of this Agreement. Within this period, the employees in these classifications will be reassigned as follows:

**ALARM OPERATOR** - to Fire Prevention/Training Liaison Officer at current rate of pay plus the negotiated pay increase.

**CIVILIAN DISPATCHER #1** - to Fire Prevention Technician at current rate of pay plus the negotiated pay increase, provided that the employee will be placed at a 4 year rate effective July 1, 1989 using \$21,665 as the 1987 4 year rate.

**CIVILIAN DISPATCHER #2** - to Fire Fighter at the next highest pay increment, namely one year rate, third step.

Additionally, it is understood that these employees are entitled to all compensation and fringe benefits attributed to their positions prior to their reassignment. Effective July 1, 1989, all eligible compensation and fringe benefits will be as those attributed to their new positions.

**LETTER OF AGREEMENT**

**- HOURS OF WORK -**

This letter will serve to confirm a certain understanding reached in the recent settlement negotiations between the Battle Creek Fire Fighters Association and the City of Battle Creek. During these negotiations, the parties mutually agreed to reduce hours of work from fifty-six (56) hours per week to fifty-three (53) per week. Accordingly, the Union agrees to hold the Employer harmless against any claims made by its members in regard to this reduction in hours of work.

LETTER OF AGREEMENT

Re: Union President Assignment

The parties agree that the Union President shall be permanently stationed at Station I as per the current practice.