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6/30/99

CITY OF MARSHALL

and

LOCAL 1929, INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO, CLC

A G R E E M E N T

Marshall, City of

July 1, 1996 - June 30, 1999

TABLE OF CONTENTS

Agreement	Page 1
Article 1 - Purpose and Intent	Page 1
Article 2 - Recognition, Agency Shop & Dues	Page 1
Article 3 - Management Rights	Page 2
Article 4 - Seniority	Page 4
Article 5 - Wages and Hours	Page 5
Article 6 - Vacation Pay	Page 8
Article 7 - Bereavement Leave	Page 9
Article 8 - Jury Duty	Page 9
Article 9 - Insurance	Page 10
Article 10 - Layoff and Recall	Page 11
Article 11 - Leave of Absence	Page 11
Article 12 - Longevity Pay Program	Page 13
Article 13 - General	Page 14
Article 14 - Promotions	Page 15
Article 15 - Pension	Page 15
Article 16 - Grievance Procedure	Page 16
Article 17 - Personnel Policies	Page 18
Article 18 - Gender	Page 18
Article 19 - Valid Driver's License	Page 18
Article 20 - Miscellaneous	Page 19

Article 21 - Duration Page 19
Article 22 Page 20
Appendix A - Forty Hour Work Week Page 21
Appendix B - Promotional Procedure Page 22
Appendix C - Drug/Alcohol Testing Policy Page 24
Appendix D Page 27

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ between the CITY OF MARSHALL, Calhoun County, Michigan, hereinafter referred to as the "CITY", and LOCAL 1929, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, CLC, hereinafter referred to as the "UNION".

ARTICLE 1 PURPOSE AND INTENT

SECTION 1: It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 2 RECOGNITION, AGENCY SHOP & DUES

SECTION 1: The City recognizes the Union as the exclusive bargaining agent for all full-time employees of the City of Marshall Fire Department, but excluding the Director of Public Safety and Deputy Fire Chief.

SECTION 2:

- (a) It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees who are not members of the Union, and who do not become and remain members of the Union and pay its uniform dues, fees and assessments shall alternatively pay bargaining service fee hereinafter referred to as agency shop service fee a fair share for representation as annually certified by the Union.
- (b) The City hereby agrees to deduct from the pay of each unit employee covered by this Agreement, current union membership dues and/or the amount certified pursuant to (a) above; provided and only provided, that at the time of any such deduction there is in the possession of the City a written assignment executed by the employees authorizing such deductions by the City.
- (c) At the discretion of the employee, written assignments executed by the employees authorizing deductions under (b) above, shall be revocable with thirty (30) calendar day written notice.
- (d) The Union agrees to indemnify and save the employer harmless against any and all claims,

suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization, or by reason of the employer's compliance with the provisions of this article.

- (e) The City will deduct authorized current deductions from the pay of the unit employees from the first two (2) pay periods of the month. The initial deduction from the pay of an employee signing a new authorization shall be from the first pay period of the month following the date of employee's authorization.
- (f) All sums deducted shall be remitted to the financial secretary of the local union not later than the first day of the calendar month following the month in which such deductions are made.

The same is to be allotted and distributed by the Union in accordance with the Constitution, By-laws and Regulations of the Union. On the request of the City, the financial secretary of the local Union shall furnish the City a receipt for all dues received.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 1 : The City, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter and General Ordinances of the City of Marshall and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished by or are inconsistent with this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation.
- (b) To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.
- (c) To subcontract or purchase any or all work (excluding fire fighter or related duties), processes or services, or the construction of new facilities or the improvement of existing facilities consistent with this Agreement.
- (d) To determine the number, location and type of facilities and installations.

- (e) To determine the size of the work force and increase or decrease its size consistent with this Agreement.
- (f) To hire, assign, lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work days consistent with this Agreement.
- (g) It is further agreed that in emergency situations, the Employer shall have the discretion of employing or authorizing any person or persons to perform any duty, task or assignment normally delegated to employees covered under the terms of this Agreement in order to effectively cope with such an emergency situation.
- (h) To direct the work force, assign work, and determine the number of employees assigned to operations
- (i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification unless otherwise limited in this Agreement. If there is a disagreement with the wage rates assigned to a new position, the wage rates will be negotiated.
- (j) To establish work schedules consistent with this Agreement.
- (k) To discipline and discharge employees for just cause.
- (l) To adopt, revise and enforce working rules and regulations and carry out cost and general improvement programs. It is understood that the reasonableness of any change in existing working rules and regulations may be addressed by the employees through Step 2 only of the grievance procedure and that the decision of the City Manager shall be binding and permanent.
- (m) To transfer, promote and demote employees from one classification or shift to another.
- (n) To select employees for promotion as specified in Article 12 or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

SECTION 2 : It is agreed that for the life of this Agreement there shall be no strike, slowdown or other interference with the Employer's operation. Employees who instigate or participate in a strike, slowdown or other interference with the Employer's operation will be disciplined or discharged at the sole discretion of the Employer.

SECTION 3: The City and the Union recognize their obligations to cooperate in seeking a reasonable accommodation for those employees and/or applicants who have a disability that limits their ability to perform the essential functions of their job.

ARTICLE 4
SENIORITY

SECTION 1: A new, permanent, full-time employee shall have a probationary period for the first twelve (12) months of employment. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of the last date of hire. During the probationary period, the employee shall have no seniority status.

- (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, and a probationary employee may be terminated for any reason at the discretion of the City during the twelve (12) month probationary period without recourse to the grievance procedure.

SECTION 2: The City shall furnish the Union with an up-to-date copy of the seniority list annually.

SECTION 3: Seniority shall begin at the end of the employee's probationary period but shall revert back to date of hire and shall be broken for the reasons set forth below.

- (a) The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- (b) The employee falsifies reasons for a leave of absence, missing shifts or makes false statements on the employee's employment application.
- (c) An employee is on layoff for a period of two (2) years or the length of the employee's seniority, whichever is less.
- (d) The employee retires.
- (e) The employee is discharged for cause.
- (f) The employee is off work for one year for any reason not duty related.
- (g) The employee resigns or quits.
- (h) The employee is discharged and not reinstated through the grievance procedure.
- (i) The employee is convicted of a felony, a misdemeanor involving moral turpitude or O.U.I.L. (Decision to be entirely at the Employer's discretion).

ARTICLE 5
WAGES AND HOURS

SECTION 1: Work scheduling shall be determined by management in conjunction with employee in-put.

- (a) All employees covered by the parties' collective bargaining agreement shall be paid their applicable regular biweekly salary as set forth under Section 2 below regardless of the number of hours actually worked in the payroll period.
- (b) The regular bi-weekly salary as set forth under Section 2 below shall be treated as covering straight time pay for all regular scheduled duty days pursuant to the average 56-hour duty week platoon schedules.
- (c) If at the end of the 28-day work period the employee, solely by virtue of having worked the regularly scheduled duty days, has actually worked regularly scheduled work hours in excess of 212, the employee shall receive an extra half-time pay for each regularly scheduled work hour in excess of 212 so worked.
- (d) In the event an employee is called back to work overtime on a non-scheduled work day for reasons other than a fire or other emergency, the employee shall be paid at the rate of time-and-one-half with a minimum of two hours of such callback pay. Such overtime callback pay shall be paid regardless of whether the employee actually worked more than 212 hours in the 28-day work period.
- (e) In the event an employee stays over and works overtime beyond the scheduled work hours, the employee shall be paid at the rate of time-and-one-half with a minimum of one hour of such stayover pay. Such overtime stayover pay shall be paid regardless of whether the employee actually worked more than 212 hours in the 28-day work period.
- (f) In the event an employee is called in to work overtime at a fire or other emergency, the employee shall be paid at the rate of time-and-one-half with a minimum of one hour of such emergency call-back pay, and thereafter to the next nearest quarter hour increment. Such emergency callback overtime pay shall be paid regardless of whether the employee actually worked more than 212 hours in the 28-day work period.
- (g) For purposes of applying the half-time or time-and-one-half rates of pay indicated above, the following formula shall be utilized to determine the employee's hourly rate of pay:

(Employee's current hourly figure + half-pay figure) x the applicable longevity pay percentage factor.

For purposes of applying this formula, the hourly figures are set forth in Section 2 under the bi-weekly salary figures.

The longevity pay percentage factor applied shall be based on the employee's length of service in accordance with Article 12 Section 1, and for all employees, the longevity pay percentage factor shall be increased as of July 1 of each year to the percentage factor which will apply the following November.

SECTION 2:

LIEUTENANTS

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
1996-1997						
Biweekly	987.40	1,034.67	1,085.71	1,140.32	1,197.29	1,267.30
Hourly	8.586	8.997	9.441	9.916	10.411	11.020
1997-1998						
Biweekly	1,017.02	1,065.71	1,118.28	1,174.53	1,233.21	1,305.32
Hourly	8.844	9.267	9.724	10.213	10.724	11.351
1998-1999						
Biweekly	1,047.53	1,097.68	1,151.83	1,209.77	1,270.21	1,344.48
Hourly	9.109	9.545	10.016	10.520	11.045	11.691

ASSISTANT CHIEFS

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
1996-1997						
Biweekly	1,085.71	1,140.32	1,197.29	1,267.30	1,322.03	1,390.13
Hourly	9.441	9.916	10.411	11.020	11.496	12.088
1997-1998						
Biweekly	1,118.28	1,174.53	1,233.21	1,305.32	1,361.69	1,431.83
Hourly	9.724	10.213	10.724	11.351	11.841	12.451
1998-1999						
Biweekly	1,151.83	1,209.71	1,270.21	1,344.48	1,402.54	1,474.79
Hourly	10.016	10.520	11.045	11.691	12.196	12.824

Biweekly wage is based on 56 hour duty week with 53 hours straight time and 3 hours overtime at time and one-half the regular hourly rate.

- (a) Advances from step to step will be made annually on the employee's anniversary date upon recommendation of the Director of Public Safety. Any step not recommended by the Director of Public Safety will be reviewed in six (6) months.

SECTION 3:

- (a) In lieu of Holidays, each employee covered by this Agreement shall receive payment as specified below. These checks shall be written separately from the regular payroll checks. In addition to the above mentioned Holiday pay, each employee will receive and must take off their Birthday and Anniversary date of hire. These two holidays must be taken within 30 days after the date on which either falls.
- (1) \$335.00 - first pay in December, 1996
\$335.00 - first pay in June, 1997
 - (2) \$345.00 - first pay in December, 1997
\$345.00 - first pay in June, 1998
 - (3) \$355.00 - first pay in December, 1998
\$355.00 - first pay in June, 1999
- (b) City shall provide maintenance and cleaning of the uniforms required by the City.
- (c) In July of each year, the City shall order one pair of duty shoes for each employee. The shoe shall have a smooth black toe and shall be one of the following:
- (1) Oxford style
 - (2) 4" three-eyelet style
 - (3) Wellington style; or
 - (4) Side zipper style

The City will pay a maximum of \$60.00 per pair of shoes.

- (d) Each employee covered by this agreement shall receive a food allowance as specified below:
- (1) \$293.00 - second pay in December, 1996
\$293.00 - last pay in June, 1997
 - (2) \$302.00 - second pay in December, 1997
\$302.00 - last pay in June, 1998
 - (3) \$311.00 - second pay in December, 1998
\$311.00 - last pay in June, 1999

SECTION 4: The City will pay for any approved training, seminars or courses. These courses must be approved by the Director of Public Safety.

SECTION 5: An employee who retires, is laid off, dies, becomes disabled or resigns with two weeks notice in good standing, shall be entitled to receive accrued but unpaid vacation and all wages earned for all hours worked prior to separation. An employee who dies, becomes disabled or retires shall be entitled to pro-rated holiday pay and longevity pay.

**ARTICLE 6
VACATION PAY**

SECTION 1: Employees, as of their anniversary date of employment, who have completed one or more years of continuous service with the City since their last hiring date shall receive vacation pay and vacation time off in accordance with the following schedule:

(a)	1 through 4 years	6 days
(b)	5 through 9 years	8 days
(c)	10 through 14 years	10 days
(d)	15 through 19 years	12 days
(e)	20 through 24 years	13 days
(f)	25 years and over	14 days

SECTION 2: In the event of a death of an employee, vacation pay due shall be paid to the legal heirs.

SECTION 3: Vacation pay shall be computed on the employee's step and pay range at the time vacation is taken.

SECTION 4: The use of vacation and personal leave time shall be governed by the following:

- (a) A vacation schedule will be established each year between December 1 and December 15 by seniority. Any change after December 15, shall be on a first come first serve basis, as described in Section (c). Vacation shall be taken in not less than 12 hour increments which may be taken during the first half or last half of the shift. Under special circumstances, such as attending school, employees may take vacation in shorter increments if it does not cause overtime, and prior approval is obtained from the Director of Public Safety.
- (b) Only one employee per shift will be granted vacation or personal leave time during the same period, seniority prevailing.
- (c) Vacation or personal leave time requests shall be submitted to the Director of Public Safety or designee at least (9) nine City business days in advance of the time requested. The Director of Public Safety or the designee will answer the request within two (2) City business days or the request will be considered approved.
- (d) Use of vacation and personal leave time shall be granted on a first come-first serve basis, with the employee who submits the first request being entitled to the days off over an employee submitting a later request. In the event two or more employees submit, on the same day, a request to use vacation or personal leave time on the same day(s), the employee having the greatest seniority shall be given preference.

- (e) The member of a three (3) person shift with least seniority (swing person) may be required to change shifts to cover an absence within a two (2) person shift.
- (f) All employees are to use vacation or personal leave days within the anniversary year in which they were earned. Only under extreme circumstances will an employee be permitted to carry over unused vacation or personal leave days.

ARTICLE 7 BEREAVEMENT LEAVE

SECTION 1: An employee will be granted up to 3 successive calendar days off with pay to attend a funeral for the death of a member of the immediate family. The immediate family shall be defined as the employee's:

spouse, child, stepchild, mother, father, stepmother stepfather, sister, stepsister, brother, stepbrother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather, grand child

If additional time off is needed beyond the days provided for a death in the immediate family, it may be granted by the City Manager. It will be charged vacation or personal time or, if neither is available, to accumulated sick leave. If the employee does not have any vacation, personal leave, or sick leave remaining, the time off will be unpaid.

One day will be granted for the death of an aunt, uncle, cousin, niece or nephew, and will be charged to vacation or personal time or, if neither is available, to accumulated sick leave. For funerals other than for family members, an employee, at the discretion of the Director, can receive time off to be charged up to 4 hours from vacation or personal time or, if neither is available, to accumulated sick leave. Anything beyond 4 hours must come from vacation or personal time.

SECTION 2: To qualify for bereavement pay an employee must attend the funeral and may not be on a leave of absence or layoff.

ARTICLE 8 JURY DUTY

SECTION 1: The City will pay the difference between the amount received from the court for jury duty and the employee's normal salary. This section shall be applicable only to full-time employees called for jury duty who are not excused by the court

ARTICLE 9 INSURANCE

SECTION 1: The City shall, for the duration of this contract, continue to provide health, medical and hospitalization insurance to its regular full-time employees and the employee's dependents. Said coverage shall be substantially equivalent to that provided in the previous agreement. Coverage shall include the \$5.00 Preferred Rx prescription program, 90/10 copay and \$100 single/\$200 full family major medical deductible.

- (a) Effective July 1, 1996 and for the duration of this Agreement, the employee and employer shall each contribute 50% of the premium for the FAC Rider to be deducted from the employee's pay each pay period for as long as the FAC Rider is in effect..

SECTION 2: A regular, full-time employee, upon completion of the probationary period, shall be entitled to group life insurance in the amount of \$15,000 with double indemnity.

SECTION 3: The City agrees to continue dental insurance coverage substantively similar to that provided per the current agreement. Should the City wish, during the life of this Agreement, to change carriers, it may do so after consultation with the Union. The City agrees that a new carrier should provide the same overall coverage as presently exists, except by mutual agreement of the parties.

SECTION 4: The City shall provide a regular, full-time employee not more than \$250.00 per fiscal year (July 1-June 30) for actual expenses incurred by the employee or the employee's dependents for eye examinations, frames and/or corrective lenses. For payment to be considered the employee must show proof to the City Manager's office that optical services were received.

SECTION 5: The City of Marshall, in accordance with state law, provides Worker's Compensation for any employee who is injured in the course of employment. If the employee desires, the City will make up the difference between the allowance under the Workers' Compensation law and the employee's regular wage. Said difference will be deducted from the employee's sick leave in not less than four hour increments for each day paid until sick leave is depleted. In no event shall combined payments be more than the employee's regular wage

SECTION 6: The employment of any employee who is off work for any reason (other than duty related) for 1 year will automatically terminate. An employee's benefits will continue to accrue during this 1 year period except that an employee will not accrue vacation or sick leave benefits while on worker's compensation. An employee on sick leave of absence or off work due to a compensable injury shall have all the insurance paid for one (1) calendar year while on leave by the City.

**ARTICLE 10
LAYOFF AND RECALL**

SECTION 1: In the event it becomes necessary to lay off employees due to lack of work or funds, they will be laid off in accordance with seniority starting with the employee with the least seniority. New employees shall not be hired until all eligible laid off employees have been recalled. The return to work shall follow the seniority list in reverse order.

SECTION 2: Recall shall be by registered letter. The president of the Union shall be notified of all recalls. If an employee does not report for work within seven (7) calendar days after notice of such recall, the employee's name shall be removed from the seniority list.

**ARTICLE 11
LEAVE OF ABSENCE**

SECTION 1: The City of Marshall endorses the Family and Medical Leave Act. Accordingly, it is the policy of the City of Marshall to allow up to 12 work weeks of leave per year to all employees who have completed at least 12 months of service and who have worked more than 1,250 hours during the previous 12 month period. Such leave will be available to an employee who suffers from a serious health condition that requires either in-patient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

(a) MATERNITY OR ADOPTION LEAVE

An employee shall be entitled to a parental leave of 12 work weeks during the first year after birth or adoption of a child. This parental leave will be charged first to accumulated and earned sick leave and if this is not sufficient, leave will be charged to accumulated personal and/or vacation time. If accumulated time is exhausted the employee may continue parental leave without pay. The employee's position with the City will be available upon the employee's return.

(b) FAMILY MEDICAL LEAVE

An employee may be granted up to 12 work weeks of leave during any 12 month period in order to care for the spouse, son, daughter, or parent who suffers from a serious health condition.

In order to be entitled to family, maternity, adoption, or personal medical leave, an employee will be required to present a medical certification from a health care provider which contains the following information:

- (1) The day on which their serious health condition commenced.
- (2) The probable duration of the condition.
- (3) The appropriate medical facts within the knowledge of the health care provider regarding the condition.

The City may require that the employee obtain a second opinion from a second health care provider at the expense and request of the City.

(c) COORDINATION OF OTHER LEAVE

As part of the family or medical leave, the employee must first utilize any accrued sick leave, vacation leave and/or personal leave. Thereafter, if such paid leave has been exhausted, the remainder of the leave shall be unpaid.

SECTION 2: A Leave of absence without pay may be granted at the discretion of the Director of Public Safety and the City Manager. A written request must be provided by the employee at least 2 weeks preceding the date of leave. Under extraordinary circumstances, this 2 week notice may be waived. Leave without pay will only be considered after all accumulated vacation and personal leave days have been used. Leave will be granted only in the case of extreme emergency and only if the employee can be spared from his/her position without causing economic or work-related difficulty to the City.

Seniority and fringe benefits shall be frozen as of the start of such leave and will resume upon return to regular work duties

SECTION 3: MILITARY LEAVE

- (a) Regular full time employees who enter or who are activated into military service by draft or enlistment will be granted a leave of absence without pay for the period of service required by the inductions.
- (1) During military leave of absence, the employ may arrange for continuation of health, dental and life insurance at the employee's expense.
 - (2) Upon honorable separation, the employee shall be reinstated to the former position or one comparable to it, providing formal application for reinstatement has been made by the employee within 90 days after the date of the military service discharge, and providing the City still has such a position available.
- (b) Reservists and National Guardsman will be granted leave for "summer" training purposes for periods up to 2 calendar weeks in any calendar year. Employees excused for this 2 week period will be reimbursed by the City for the difference between Military pay received for this service and the employee's regular wage, excluding overtime. Such leave will be granted provided:
- (1) The employee requests, in writing, military lave and reimbursement for same
 - (2) The request is endorsed by the Director of Public Safety and the City Manager
 - (3) That acceptable evidence confirming that the service was performed and the amount of military pay received for the period requested is presented to the City.

SECTION 4: SICK LEAVE An employee earns sick leave after one full month of employment.

- (a) Sick leave shall be accrued at the rate of one day per month not to exceed 60 days.
- (b) The employee is expected to report the need for sick leave to the immediate supervisor. The report should be made prior to the beginning of the work day.
- (c) The sick leave allowance will be reduced 1 hour for each hour of approved absence due to the employee's illness, doctor/dentist appointment or accident. The same reduction will apply in the event of absence because of illness, doctor/dentist appointment to a member of the employee's immediate family. For purposes of this Section immediate family shall be defined as the employee's spouse and children who live in the employee's home. Exceptions may be granted by the City Manager.
- (d) Accrual of sick leave will not be interrupted while an employee is on sick leave.
- (e) Medical certification may be required for each absence due to illness.
- (f) Sick leave may accumulate to a maximum of 60 days. Upon retirement or death an employee or the employee's beneficiary may receive 50% of the accumulated sick leave in pay. If, after 10 years of full time employment, an employee voluntarily leaves, quits, or resigns while in good standing and with proper notice, and not as a result of discharge or discipline, said employee shall be paid the equivalent of 25% of the accumulated sick leave.
- (g) An employee is entitled to one personal leave day per quarter after reaching 50 accumulated sick leave days and maintaining that accumulation or a higher amount for each quarter thereafter. A maximum of 4 days may be accumulated.
- (h) An employee who is terminated by the City of Marshall for misconduct shall not receive payment for accumulated sick leave or personal leave.
- (I) An employee may request a medical leave of absence without pay once sick leave benefits have been exhausted. A leave of absence without pay is explained in Section 2 above.

**ARTICLE 12
LONGEVITY PAY PROGRAM**

SECTION 1: All employees covered by this Agreement having completed five (5) or more years of continuous service shall be eligible to receive longevity pay. Longevity pay shall be based upon the length of service each employee has accumulated as of November 1 each year, and the longevity percentage shall be applied to the base pay the employee is receiving on November 1. The payment shall be made once per year on the first payday in December.

The longevity percentages are as follows:

- (a) One (1%) percent of base wage after five (5) years of service.
- (b) Annual increments of two-tenths (.2) of one percent each year thereafter to a maximum payment of five (5%) percent of base wage at 25 years of service.

ARTICLE 13 GENERAL

SECTION 1: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

SECTION 2: If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Articles or Section.

SECTION 3: The Union shall furnish the City with a list of Union officers, bargaining committee persons and other Union representatives, including terms of office. When any changes occur in the list of authorized representatives, the City shall be notified within a reasonable period of time.

SECTION 4: The City shall provide required uniforms.

SECTION 5: The Director of Public Safety or a duly appointed representative of the Director, shall make an effort to contact all off-duty fire personnel for all non-emergency work or any other extra work before any part-time employees are called for such work, in the following manner:

- (a) Phone calls will be made first to the homes of all off-duty full-time personnel following the overtime list.
- (b) If not enough personnel are immediately available then each off-duty full-time employee will be advised over the radio to call the fire station within three minutes. If the employee does not respond within the three minute period, the next person shall be called.
- (c) Overtime will be divided as equally as possible among full-time firefighters. Each time a new overtime list is created, or when two or more employees are tied for the next offering, the overtime assignment will be based on seniority.

SECTION 6: In the event that all Command Officers (Director of Public Safety, Deputy Fire Chief, Assistant Chief), are absent from a shift for any of the following reasons:

- (a) Sickness
- (b) Vacation
- (c) No Command Officer assigned to the shift or
- (d) Being out of the City of Marshall limits for more than two hours during the shift

then, the senior Lieutenant on duty that day shall be paid Command Pay. Command Pay shall be the same as Assistant Chief pay in the same Pay-Step as that of the Lieutenant.

- (1) All fire apparatus will be driven by full-time personnel of the Fire Department unless there is no full-time firefighter reasonably available. This is for all fire runs and does not mean certain volunteers cannot be trained to drive and operate the trucks.

SECTION 7: Assistant Fire Chiefs shall be in charge of all operations of the respective shifts. They shall act in behalf of the Deputy Fire Chief and the Director of Public Safety in their absence.

ARTICLE 14 PROMOTIONS

SECTION 1: Promotion(s) within the bargaining unit shall be made on the basis of ability to perform the job. A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The employer shall not be obligated to consider a request from an employee who has not submitted a request in writing.

SECTION 2: An employee who is promoted will assume the new responsibility(s) on the effective date cited on the notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

SECTION 3: Promotions(s) will be determined by following the Fire Department Promotional Policy as presented in Appendix B.

ARTICLE 15 PENSION

SECTION 1: Full time City of Marshall fire employees are required to participate in the Municipal Employees Retirement System [MERS] established pursuant to Act 427 P.A. 1984 as amended. The precise details for the coverage are available in the MERS handbook and in the provisions of the statute. The provisions of this section are guidelines only and are intended to merely memorialize some of the substantive provisions of the Retirement System available to fire employees. These provisions include:

Member Contribution

6.36% of gross pay

Interest rate on contribution	fluctuates per MERS
Vesting	10 years
Final Average Compensation	FAC 3, highest 36 consecutive months
Benefit Program	B-4, 2.5% of all credited service
Retirement Age	55 or 50 years
Service	25 years credited service

SECTION 2: Health insurance for retirees is explained in Appendix D.

ARTICLE 16 GRIEVANCE PROCEDURE

SECTION 1: A grievance is hereby defined to be any dispute or controversy between the parties of this Agreement involving the terms of the contract and/or its application.

SECTION 2: The time elements in the steps can be shortened or extended by mutual agreement and such agreements shall be in writing and signed by both parties.

SECTION 3: Any employee grievance or Union grievance not presented for disposition through the grievance procedure in fifteen (15) calendar days of the occurrence, event or the condition giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim or in the case of a continuing circumstance which constitutes the subject matter of such grievance, the grievance shall not hereafter be considered a grievance under this Agreement.

SECTION 4: Release Time. Release time shall be granted during working hours to process and investigate grievances and the Fire Station may be used for Union meetings with the understanding that the work of the Department shall not be disturbed.

SECTION 5: If called in, the committee persons will make a careful investigation of the grievance before it is reduced to the formality of a written complaint in order to ascertain that the grievance complaint is justified in the terms of this Agreement and that there are reasonable grounds to believe that the claim is true in fact. The grievance complaint shall set forth all the facts necessary to understanding the issues involved, and it shall be free from charges or language not germane to the real issue or conducive to subsequent claim deliberation. The written grievance shall specifically cite the provisions of the contract which the grievant alleges are violated.

SECTION 6: It is the intent and desire of the City and Union that the investigation and discussion of grievances be conducted in a manner to minimize lost time. Whenever possible, grievances shall be handled during non-working hours. The committee persons or president shall not leave their work to investigate grievances or conduct Union business without receiving the prior approval of the Director of Public Safety and/or the designated representative. Such approval will not be arbitrarily withheld, but may be denied if the absence of the committee or president would hamper the

performance of their firefighter responsibilities.

SECTION 7: The grievance procedure shall be as follows:

STEP 1: Any employee having a grievance will take the matter up with the Director of Public Safety. The grievance shall be reduced to writing within fifteen (15) days on forms provided by the City, properly dated and signed by the employee and/or the committee person(s). The Director of Public Safety shall note on the grievance his/her disposition thereof. The written grievance so filed cannot be expanded or enlarged. The Director of Public Safety's answer shall be made within five (5) calendar days. If no answer is forthcoming, the grievance will be treated as denied and can automatically be moved to the next step. After receipt of the answer, if the Union fails to move the grievance to the next step within five (5) calendar days, the grievance will be considered withdrawn.

STEP 2: If the grievance is not settled in the preceding step, the written grievance shall be presented to the City Manager or to a designee named by the City Manager. The Grievant has the right to be represented by the Bargaining Committee or a Union representative. The meeting with the City Manager or designee shall be held within ten (10) calendar days after submission of the grievance to the City Manager. After the hearing, the Manager or designee shall have five (5) calendar days to submit an answer. If no answer is received within the time limit set forth above, the grievance will be treated as denied and the Union may submit the grievance to the American Arbitration Association within fifteen (15) calendar days of the Manager or r designee's decision. The Manager's or the designee's last answer shall be considered final unless arbitration is requested within fifteen (15) calendar days after the Manager's or the designee's decision.

- (a) The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure, or establish new jobs or change existing job content, or to establish work standards.
- (b) The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of the provisions of this Agreement, and shall be without power and authority to make any decision (1) contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- (c) The right of either party to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration; any grievance not submitted within such period shall be deemed resolved on the basis of the last answer given by the party against which the grievance is brought.
- (d) The arbitrator's decision shall be final and binding on the Union, all employees covered by the Agreement and on the City.
- (e) In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to

rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

- (f) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them.

SECTION 8: The Union is entitled to a bargaining committee of three (3) persons and may call in representatives at any stage of the grievance procedures.

SECTION 9: Discipline - Discharge. When the City determines disciplinary action is warranted (limited to suspension, discharge, demotion or loss of pay), such action must be initiated within five (5) calendar days from the date of the occurrence of the condition causing the action, or within fifteen (15) calendar days from the date that the Director of Public Safety became aware of the condition giving rise to the discipline.

Written notification of disciplinary action shall be sent to the employee and the Union. The employee shall have the right to Union representation at any time.

ARTICLE 17 PERSONNEL POLICIES

SECTION 1: The policies contained in the City of Marshall Personnel Policy Manual shall apply to the employees covered by this Agreement except to the extent that the policies are inconsistent with the terms of this Agreement.

ARTICLE 18 GENDER

Reference to the masculine gender may refer to the feminine gender or vice versa.

ARTICLE 19 VALID DRIVER'S LICENSE

SECTION 1: All employees covered by this Agreement are required to hold a valid, Michigan driver's license.

- (a) Any employee who fails to renew or whose driver's license is suspended is subject to disciplinary action up to and including termination.

ARTICLE 20 MISCELLANEOUS

SECTION 1: WAIVER The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

SECTION 2: BULLETIN BOARDS The City will provide a bulletin board which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of election.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) The City reserves the right to remove inappropriate materials which shall be subject to the grievance procedure.
- (f) Professional matters

SECTION 3: DRUG/ALCOHOL TESTING The Drug/Alcohol testing policy attached as Appendix "C" is incorporated in this Agreement in its entirety.

ARTICLE 21 DURATION

This Agreement shall become effective on *July 1, 1996* and shall remain in full force and effect until *June 30, 1999*. ~~The Agreement shall be automatically renewed from year to year thereafter, unless either party shall give the other party written notice of a desire to terminate, modify or amend this Agreement.~~ Such notice shall be given to the other party in writing one hundred twenty (120) days prior to its anniversary date.

In the event that statutory changes are affected by either the State or Federal Government so as to reduce the number of hours an employee of the unit may work at regular pay, then either party may request negotiations and the parties will negotiate toward an equitable solution to any problem received. These negotiations shall be construed to be negotiations concerning a permissive subject of bargaining.

**LOCAL 1929, INTERNATIONAL
ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO, CLC**

CITY OF MARSHALL, MICHIGAN

Robert C. Heinsling

Sue Kelly-Hecht CLK-TREAS

PRES. LOCAL 1929

James C. Lebeck

SEC/TREAS LOCAL 1929

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**LOCAL 1929, INTERNATIONAL
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CITY OF MARSHALL, MICHIGAN

**APPENDIX A
FORTY HOUR WORK WEEK**

In the event it is determined that a **FORTY HOUR WORK WEEK** would be in the best interests of both the City and those employees covered by this **AGREEMENT** contract modifications/provisions will be negotiated.

**APPENDIX B
PROMOTIONAL PROCEDURE**

Effective Date: August 5, 1993

1. When it has been deemed by the City of Marshall that an opening of a higher rank exists within the fire department, the opening shall be posted on the department bulletin board for a period of five (5) working days. During this period, qualified firefighters may apply to the Director of Public Safety to compete for said opening.
2. The following criteria is established for promotional purposes.
 - A. Assistant Fire Chief
 - (1) Must be employed by the City of Marshall for a minimum of four (4) years as a firefighter or higher and have a total of eight (8) years experience as a firefighter, except as specified in Section IX of this policy.
 - B. Command rank above Assistant Fire Chief but not including Director of Public Safety.
 - (1) Must be employed by the City of Marshall for a minimum of six (6) years as a firefighter or higher and have a total of eight (8) years experience as a firefighter, except as specified in Section IX of this policy.
 - (a) Command rank above Assistant Fire Chief shall not be a member of a bargaining unit.
3. A written test authorized by the Director of Public Safety shall be administered.
 - A. A score of 70% shall be considered passing.
 - B. The written test shall provide 50 points of the total aggregate score.
4. An external oral board shall be conducted for candidates who have successfully completed the written examination.
 - A. The oral board shall be selected by the Director of Public Safety and shall consist of the following:
 - (1) Two (2) firefighters from a department other than the City of Marshall with a rank equal to or higher than the position being tested for.
 - (2) One (1) civilian representing the interests of the community.
 - (3) One (1) citizen representing a supervisor or management interest.
 - B. The external oral board shall provide 30 points of the total aggregate score.
5. The candidate's current performance evaluation shall provide 10 points of the total aggregate score.

6. Seniority shall provide one (1) point for each year of service as a firefighter with the City of Marshal to a maximum of ten (10) points.
7. The successful promotional candidate shall be on probation for seven (7) months after appointment. During this period if it is determined that he/she is not able to satisfactorily perform the duties required by the position, the Director of Public Safety, at his option, may extend the length of probation up to ninety (90) days or return the employee to his/her previous permanent job classification.
8. The Director of Public Safety shall select the candidate from the top two successful total scores for each position to be filled. In the case of two promotions the Director may select from the top four successful scores, etc.
9. If there are no current Marshall firefighters who have qualified for promotion or not enough in the case of multiple promotions, the City shall have the option of hiring a qualified candidate from outside of the department.

**APPENDIX C
DRUG/ALCOHOL TESTING POLICY**

Testing

1. **Reasonable Suspicion.** Testing of bargaining unit members for the presence of controlled substances or illegal drugs must be based upon the reasonable suspicion that an employee has consumed controlled substances or illegal drugs. The test must be requested by the Director of Public Safety.

2. **Standard for Determining Reasonable Suspicion.**
 - (a) Reasonable suspicion shall be based upon specific objective facts and reasonable inferences drawn from those facts in light of experience and/or training.

 - (b) Where reasonable suspicion is based upon personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

 - (c) When an informant has supplied information, the informant's veracity, reliability and basis of knowledge will be relevant. If the informant is a member of the department in a lower ranking position, the Director of Public Safety may be approached to provide such information without regard to the normal chain of command.

 - (d) When another employee who is not a command officer has supplied information or has made a personal observation, this basis of knowledge will be relevant.

 - (e) The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at the time that demand for testing is made, and the employee shall, at that same time, be given the opportunity to explain his/her behavior or actions. Provided, however, that in situations where drug testing is recommended, the employee shall be allowed to make such explanation to the Director of Public Safety in person and further allowed to commit said explanation to written form, prior to the conducting of such test. The employee shall have the right to union representation. The employee shall not have a right to refuse to submit to the test.

 - (f) Within five (5) calendar days after the demand for testing, the facts forming the basis for reasonable suspicion and reasonable inferences drawn from those facts including employee's statement, if any, shall be reduced to writing, and a copy given to the employee.

3. **Release from Duty.** Any time an employee has been ordered to submit to a test based on reasonable suspicion, the employee will not drive a vehicle or perform any duty or function as a department employee unless so authorized by the Director of Public Safety or designee. The employee will be compensated according to the collective bargaining agreement for all time spent in the testing process. Wherever possible, such testing process will be conducted during the employee's scheduled on-duty time.

4. **Laboratory Tests.** Arrangements will be made to transport the person taking the test to the hospital, medical office, clinic, or independent laboratory to perform the test. A proper chain of custody will be maintained on all test samples.

In the case of urine testing for illegal use, the laboratory used must be certified by the National Institute on Drug Abuse (NIDA) or MLEOTC. The initial screening test will be conducted using the "EMIT" test. No disciplinary action shall be taken based on the initial screen test but, rather, may only be taken after a confirmation or follow up test has been administered. Confirmation or follow up tests will be conducted using the Gas Chromatograph/Mass Spectrometer. The sample will be retained (frozen) for up to one year for the purpose of further confirmation tests.

"Decision" levels are set sufficiently high enough so as to preclude any other possible reason for a drug's presence except illicit use. The following "decision" levels, reported in nanograms per milliliter, are proposed for deciding the point at which the presence of a drug on an EMIT test would be reported as positive, i.e., the point at which a confirmation test (GC/MS) would be required.

NIDA-5 (screen and GC/MS confirmation)

<u>Drug Group</u>	<u>Drug or Metabolite detected</u>	<u>Initial test level n g/ml</u>	<u>GC/MS confirmation</u>
Amphetamine	Amphetamine	1,000 ng/ml	500 ng/ml
	Methamphetamine	1,000 ng/ml	500 ng/ml
Cocaine metabolites	Benzoyl ecgonine	300 ng/ml	150 ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	100 ng/ml	15 ng/ml
Opiate metabolites	Codeine	300 ng/ml	300 ng/ml
	Total Morphine	300 ng/ml	300 ng/ml
Phencyclidine	PCP	75 ng/ml	75 ng/ml

If an EMIT test detects the presence of a drug above the "cut off" level but below the "decision" level, the test results will be reported as "negative".

Upon completion of all testing, the employee shall be notified of the results of the testing as soon as is practical after the City receives such notification. If the results are negative, all records and reports concerning the test will be destroyed. If the results of confirmation testing are positive, the results will be reported to the Director of Public Safety.

5. Disciplinary Action

Grounds for Immediate Discharge. Employees will be subject to immediate discharge for the first offense in any of the following circumstances:

- (a) Refusal to take a requested urine and/or blood (breath) test, including refusal to execute any required consent forms and/or refusal to cooperate regarding collection of samples.
- (b) Drinking alcoholic beverages during working hours, during breaks, or lunch, or between shifts prior to scheduled assignments or assignments where an employee has notification that call-in may occur.
- (c) Having a blood alcohol content of .04% or more during working hours, based on the

test result and application of the recognized .015% per hour blood alcohol dissipation rate.

- (d) Working or reporting for work when ability to perform is impaired by drugs. A positive drug test when confirmed by evidence of impairment during working hours, shall conclusively establish impairment.
 - (e) Possession, concealment, unlawful manufacture, distribution, dispensation, or sale of alcoholic beverages or prohibited drugs while on duty or on the City's premises.
 - (f) Conviction of any criminal drug statute.
 - (g) Violation of Rehabilitation and Last Chance Agreement. Depending upon the circumstances involved, including, but not limited to, the employee's work record, whether illegal drugs or other illegal activity took place, and any other relevant factors, the City will allow the offending employee's employment to continue pending successful completion of a rehabilitation program pursuant to an unpaid leave of absence. In such a case, the City may also require that any return to work by the offending employee will be based upon a "last chance" agreement containing provisions different from those contained in this document or any other City drug/alcohol abuse policy, procedure or work rule. After returning to work, the last chance agreement will provide that any failure for a subsequent drug/alcohol test will result in discharge.
6. Confidentiality. All testing records, records indicating reasonable suspicion of employee substance abuse, or records relating to rehabilitation or 'last chance' agreements, and any other record concerning individual employee substance abuse, will be considered strictly confidential and will be available only to those person(s) involved in decisions concerning the affected employee.
7. The City recognizes that drug and alcohol abuse are treatable illnesses, and that the proper response to these illnesses is education, treatment and rehabilitation, not punishment.
8. No Waiver of Legal Rights. The parties agree that this program shall not diminish the rights of individual employees under State and Federal laws relating to drug testing.

APPENDIX D

EMPLOYEES HIRED PRIOR TO JULY 15, 1986

The City of Marshall will continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, employees for the employee, the employee's spouse (must be married at time of the employee's departure) and for the employee's dependents, (must be dependent at the time of employee's departure) and who leaves City of Marshall employment

- ◆ with 25 or more years service
- ◆ at age 55 with 15 or more years service
- ◆ at age 60 with 10 or more years service

The retiree will be required to make the same copayments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage changes for City of Marshall non-union, full time, active employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse, if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED AFTER JULY 15, 1986

The City of Marshall will continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, employees for the employee, the employee's spouse (must be married at time of the employee's departure) and for the employee's dependents (must be dependent at the time of employee's departure) and who leaves City of Marshall employment per the following schedule:

AGE	SERVICE	% OF ANNUAL PREMIUM	
		CITY	INDIVIDUAL
50	15	0	100
50	16	10	90
50	17	20	80
50	18	30	70
50	19	40	60
50	20	50	50
50	21	60	40
50	22	70	30
50	23	80	20
50	24	90	10
50	25	100	0

The retiree will be required to make the same copayments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage changes for City of Marshall non-union, full time, employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED AFTER JULY 1, 1996

The City of Marshall may make available health insurance at the same level as provided for City of Marshall non-union, full time, employees for a retiree and the retiree's spouse (must be married at time of retirement), and for the retiree's dependents, (must be dependent at the time of employee's departure) providing the retiree remits, in advance, the entire monthly health insurance premium to the Finance Department on a monthly basis. **To be eligible for this provision the retiree must, at time of departure, be eligible to immediately begin receiving the MERS pension payment.**

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.