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6/30/98

Agreement Between
CITY OF MOUNT CLEMENS

and

Local 838

International Association of Firefighters
(AFL-CIO)

JULY 1, 1995 - JUNE 30, 1998

Mount Clemens, City of

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into March 18, 1996, between the City of Mount Clemens, a Michigan Municipal Corporation, hereinafter called the "City" or "Employer" and Local 838 of International Association of Firefighters (AFL-CIO), hereinafter called the "Union."

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I PURPOSE AND DEFINITIONS

SECTION 1 - Purpose.

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

SECTION 2 - Definitions.

"City" shall include the authorized representatives of the City of Mount Clemens, Michigan.

"Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

"Employee" shall mean the members of the paid Mount Clemens' Fire Department.

"Day" or "Work Day" shall mean a twenty-four (24)-hour period.

"Company" or "Fire Company" will describe the force assigned to operate one (1) pumper or one (1) truck.

ARTICLE II RECOGNITION

Recognition of Local 838 of the International Association of Firefighters (AFL-CIO) and/or their designated representative in the Michigan State Firefighters Union and International Association of Firefighters as sole and exclusive representatives of all members and employees of the Fire Department of the City of Mount Clemens, Michigan, excluding the Chief of the Department and clerical personnel.

**ARTICLE III
OTHER AGREEMENTS AND ORGANIZATIONS**

SECTION 1 - Other Agreements.

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

SECTION 2 - Other Organizations.

Employees may belong to other organizations but not as a condition of employment with the City. No other organizations may represent any employee with respect to wages, hours, conditions of employment, or in derogation of the exclusive bargaining agency of this Union.

**ARTICLE IV
UNION SECURITY CLAUSE**

SECTION 1

The City shall deduct as dues from the pay of each employee from whom it receives an authorization to do so, the required amount for payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who authorized such deductions and those from whom no deductions were made with reasons therefore shall be forwarded to the Union office within thirty (30) days after such collections are made.

SECTION 2

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, nor discriminate against, any employee in regards to such matters.

SECTION 3

Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required to represent all employees in the Bargaining Unit fairly and equally without regard to whether an employee is a member of the Union. The terms of this Agreement have been made for all employees in the Bargaining Unit, not only for members of the Union. This Agreement has been executed by the Employer. Accordingly, it is fair that each employee in the Bargaining Unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefits.

SECTION 4

In accordance with the policy set forth under Section 1, 2, and 3 of this Article, all employees shall, as a condition of employment, pay to the Union, the employees' exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the Bargaining Unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fee, assessments, and its regular and usual membership dues. For existing employees, such payments shall commence thirty-one (31) days following the execution of this Agreement, but in no event shall any employee be required to make such payments prior to being employed six (6) calendar months; and for new employees the payments shall start six (6) calendar months following the date of employment.

SECTION 5

In consideration of the Employer's entering into this Collective Bargaining Agreement, which Agreement includes in this Article an Agency Shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities, or costs of the Employer which arise out of entering into or enforcement of said provision, or which arise out of the payroll deduction of Agency Shop fees. It is not intended the Union should bear any of the costs of collecting dues under the check-off contained in this Collective Bargaining Agreement.

ARTICLE V UNION ACTIVITIES

SECTION 1 - General.

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

SECTION 2 - Released Time.

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill Union responsibilities, including negotiations with the City, processing of grievances, administration, and enforcement of this Agreement. Duty persons must arrange to have their position filled if such meeting would deplete the duty roster below four (4) persons, subject to the Assistant City Manager's approval. No money will be paid for such "fill-in" time.

SECTION 3 - Bulletin Boards and Union Materials.

The Union shall be provided with proper space for suitable bulletin boards for posting of Union notices and other materials to be provided by the union, exclusively for the use of the Union. All material posted thereon must be with approval of the Union. The Union shall be provided with a reasonable allocation of area for storage and maintenance of its records, files, and materials on the site or sites of the Fire Department.

SECTION 4 - Meetings.

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the Firefighters or the efficient operation of the Fire Department.

ARTICLE VI NO-STRIKE CLAUSE

The parties of this Agreement mutually recognize and agree that the services performed by employees covered under this Agreement are services essential to the public health, safety, and welfare. The Union will not cause or permit its members to cause, nor will any member of the Bargaining Unit take part in: any strike, sit-down, stay-in, or slowdown in any department of the City, any curtailment of work restriction of production, or interference with the operations of the City. In the event of work stoppage or other curtailments of production, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In event of a work stoppage, or any other curtailment by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents, and shop stewards, shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized. This will be in writing to the employees, and it will order said employees to stop said conduct and resume full production. Copies of such written notices shall be served upon the City. The Union further agrees to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved declaring that said conduct is unlawful and directing the employees to return to work. In the event the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation. The City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

ARTICLE VII MANAGEMENT RIGHTS

The City, on behalf of the electors within its boundaries, hereby retains and reserves unto itself, except as otherwise provided in this Agreement, all powers, rights, authority, duties, and

responsibilities conferred upon and vested in it by the Home Rule Act, as amended, and other general statutes delineating the rights, powers, and duties of cities, the laws, and the Constitution of the State of Michigan and the United States of America; including, but not limiting the generality of the foregoing, the rights:

- A. To the executive management and administrative control of the City and its Fire Department, its properties and facilities, and the activities of its employees.
- B. To determine the hours of employment, duties, responsibilities adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith. This is limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States of America.

ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURES

It is mutually agreed that all grievances, disputes, or other complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure hereinafter outlined. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

A. Step 1.

Within thirty (30) days of an incident, which is to result in a grievance, the aggrieved party shall file a written complaint with the Fire Chief; such complaint shall be specific, and shall contain a concise statement of the facts upon which the grievance is based. It shall contain specific reference to the Articles and Sections of the Collective Bargaining Agreement which have allegedly been misinterpreted or violated. The aggrieved and his/her representative may discuss the grievance with the Fire Chief, and a written answer disclosing his/her position shall be provided the Union within five (5) days. Failure of the Fire Chief to answer in writing within that time shall be deemed a full denial of the Union's grievance.

Step 2.

The aggrieved party or his/her authorized representative shall give written notification to the Employer that the grievance procedure is being further invoked. Such notification must be received by the Assistant City Manager or his/her designated representative within twelve (12) days of the original receipt by the Fire Chief of the written grievance. The aggrieved, the Union, and the Assistant City Manager shall attempt to resolve the

matter within ten (10) days thereafter. In the event the grievance is resolved, a written statement shall be signed by the aggrieved, the Union, and the Employer, and copies thereof provided each of them. If, however, the grievance is not resolved, the Assistant City Manager shall be required to file a written answer to the grievance with the Union within ten (10) days of receipt of the grievance by the Assistant City Manager. Failure to file said answer in writing shall indicate his/her decision to accept the Union's position on said grievance, and the same shall be considered resolved as requested therein.

Step 3.

Failing to resolve a grievance in Step 2, voluntary mediation with the mutual consent of both parties can take place. In the event that voluntary mediation does not resolve the issue or one of the parties rejects voluntary mediation, Step 4 of the grievance procedure may be invoked by the Union. It is understood by both parties that mediation is not binding.

Step 4.

In the event the grievance remains unresolved after completion of Step 2 or Step 3 of the grievance procedure, such grievance may be appealed to arbitration by either the Union or the City. It is intended herein to prevent an appeal by an individual employee without consent of the Union. Notice of such appeal shall be given to the Assistant City Manager, or his/her designated representative, within seven (7) days of completion of Step 2 or Step 3. The parties hereto agree to select an Arbitrator in the following manner: The party requesting arbitration shall file a demand for arbitration within thirty (30) days after the City's written reply under Step 2 or Step 3 with the American Arbitration Association in accordance with the then applicable rules and regulations of said American Arbitration Association. A copy of such demand shall be sent to the opposite party. The American Arbitration Association shall be advised that no employee of the State or Federal government, or any subdivision thereof other than educational institutions, may be used as an Arbitrator under this Agreement.

The Arbitrator shall have the authority and jurisdiction to determine the interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he/she shall not have the power to alter or modify the terms of this Agreement.

Said Arbitration shall be conducted under the auspices of the American Arbitration Association. Conduct of said hearing shall be controlled by the rules of the Association. Fees of the American Arbitration Association and fees and expenses of the Arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer. All other expenses shall be borne by the parties incurring them.

So long as said Arbitrator does not exceed his/her authority as provided herein, his/her decision shall be final and binding on the Union, all members of the Bargaining Unit,

and the Employer. The Union will discourage any attempt by its members and will not encourage or cooperate with any of its members in an appeal to any Court or Labor Board from the decision of the Arbitrator.

- B. The appropriate representative of the Employer and the appropriate representative of the Union shall note the time and day when the written grievance complaint is received. If a dispute arises regarding the date on which said appeal was taken, such notation shall be conclusive evidence of the date of its receipt.
- C. Upon failure to file a grievance within thirty (30) days of the incident complained of, or to appeal from one level to the next within the time periods set forth above, it shall be conclusively presumed that said incident or grievance has been satisfactorily resolved unless an extension of time is agreed upon in writing by both parties.
- D. The Employer and the Union each agrees not to withhold information necessary to resolution to the grievance.
- E. No grievance shall be filed in any matter which existed prior to signing this Agreement.
- F. Time limits on wage claims shall be sixty (60) days in Step 1, rather than the thirty (30) day limit set forth above.
- G. The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal Law for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure. Any grievance then being processed shall be deemed withdrawn by the party filing.

ARTICLE IX PROMOTION, DEMOTION, DISCHARGE DISMISSAL AND SENIORITY

- A. Problems involving promotion, demotion, discharge, dismissal, and seniority of employees of the Fire Department shall be governed by the provisions of Act 78 of Public Acts of 1935, as amended.
- B. If, for any reasons of economy, it is deemed necessary by the City to reduce the number of Firefighters, those employees affected by such reduction(s) shall be paid an amount equal to thirty (30) calendar days wages based upon employees' existing rate of pay at the date of termination.
- C. In the event the voters repeal Act 78, the parties agree to reopen this Agreement to negotiate promotion, demotion, discharge, dismissal, and seniority procedures.

- D. The minimum service requirement to be eligible to take the first promotional exam shall be six (6) years.

ARTICLE X HOURS OF EMPLOYMENT

SECTION 1 - Work Schedule.

The work schedule of employees shall be: for the Firefighter Division -as prescribed by Act 125 of the Public Acts of 1935, as amended, and by Act 115 of the Public Acts of 1965, as amended.

Each of the three (3) firefighting units will work a fifty-six (56) hour week, scheduled as follows:

On one day	Off one day,
On one day	Off two days,
On one day	Off one day,
On one day	Off four days.

ARTICLE XI MANPOWER REQUIREMENTS

SECTION 1 - Shift Complement.

When a firefighting unit is depleted below four (4) persons on duty, overtime fill-in will be equalized between the off-duty persons.

SECTION 2 Sick Leave Fill-in.

- A. Fill-in employees shall work no more than twelve (12)-hour shifts.
- B. As each employee accepts overtime fill-in, he/she will be credited on the overtime roster for the time worked.
- C. Any employee called to fill-in overtime who fails to show for any reason shall be immediately credited with twelve (12) hours overtime, except those employees on sick leave or vacation who shall be considered unavailable for fill-in overtime.

SECTION 3 - Trading of Days.

Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work days. This shall be done in writing and subject to approval of the Department Head.

SECTION 4 - Buddy System.

The employees shall be permitted to continue the present practice of the "Buddy System". An employee may arrange, prior to his/her scheduled starting time, and with approval of the Shift Officer in Charge regarding qualifications of the replacement, to call in a replacement in his/her place.

SECTION 5 - Staffing of Vehicles.

The first vehicle to leave the station, other than on resuscitator calls, shall be staffed with no less than three (3) employees. There are no limitations on the manning of subsequent vehicles leaving the station.

SECTION 6.

Upon receipt of a simultaneous emergency request all off duty personnel will be notified.

SECTION 7.

The City agrees that, for a six year period, commencing July 1, 1992, it shall not alter, attempt to alter, add to, or attempt to add to, through negotiation, arbitration or court or administrative action, any provision or practice related to manning levels currently in effect.

ARTICLE XII OFFICERS, FIREFIGHTING UNIT

Each of the three (3) Fire Fighting Units will include three (3) officers: one (1) Captain, one (1) Lieutenant and one (1) "Working Sergeant" provided that if a Captian's position is, or becomes vacant, a Lieutenant will be promoted to fill such vacancy on the basis of rank seniority and provided further that once a Lieutenant is promoted, his position will not be filled, so that ultimately each of the three Fire Fighting Units will include (2) officers; one (1) Captain; and one (1) Sergeant. The Sergeant will assume the duties previously performed by the Lieutenant, unless he/she is the Officer in Charge.

**ARTICLE XIII
FIRE INSPECTION DIVISION**

SECTION 1 - Staff Position

The Fire Inspector will be a staff position reporting directly to the Chief. He will not have command authority. He may serve as staff assistant to fire investigation teams, coordinating the work of such teams, but he will not be in a command position per se.

SECTION 2 - Qualifications

Applicants will be taken from the ranks of civil service employees in the Fire Department. If no applicants apply, or if none of those who apply pass prescribed tests and interviews with a passing score of 70 or above, the City may hire a Fire Inspector from outside the department.

SECTION 3 - Work Schedule

The work schedule shall be ten (10) hours per day, four (4) days per week, working into the evening on a scheduled basis. The schedule will rotate so that the individual will work alternate Mondays and Fridays.

SECTION 4 - Eligibility for Promotion

The Fire Inspector will serve a minimum of four (4) years as Fire Inspector before competing for promotion to a command position, or requesting a transfer back to fire suppression.

In order to be eligible for promotion to command positions within the fire suppression division of the Department, an individual must 1) have the minimum number of year's experience in that division, at the next lower rank, as specified in Act 78 and/or the labor contract, and 2) serve in that next lower rank for a least twelve months immediately prior to promotion. In addition, since the Fire Inspector is not a command position, the Fire Inspector cannot jump rank and compete for Captain if he has not previously served as Sergeant.

SECTION 5 - Seniority

The Fire Inspector will accrue Department seniority and if layoffs are necessary, will be laid off in accordance with Section 14 of Act 78 (i.e., Seniority).

SECTION 6 - Sick Leave

The Fire Inspector shall earn sick leave with pay at the rate of twelve (12) work days each year of employment. Unused sick leave shall be cumulative to a maximum of one hundred thirty (130) ten (10) hour work days. Work periods of less than one (1) full year shall be prorated. Additional accumulation will be allowed beyond 130 work days, but will not be made part of the payout upon retirement or death. Sick leave may taken on an hourly basis.

SECTION 7 - Funeral Leave

The Fire Inspector shall be entitled to four (4) scheduled work days per funeral, if necessary, to make preparations for and attend the funeral and burial of an immediate member of his/her family. Leave is to commence on or before the date of the funeral and continue for duration not to exceed four (4) consecutive calendar days. For this purpose, an immediate member of the family will be deemed to be: spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, or grandparent.

SECTION 8 - Vacation

1 through 5 years of service	8 scheduled 10-hour work days
6 through 12 years of service	12 scheduled 10-hour work days
13 through 20 years of service	16 scheduled 10-hour work days
All service after 20 years	20 scheduled 10-hour work days

SECTION 9 - Holiday Pay

The Fire Inspector will receive a day off for each recognized holiday, but will not receive any additional holiday pay or compensatory time.

SECTION 10 - Call Back

The Fire Inspector will not automatically report to the scene of every alarm but only upon the specific request of the Officer in charge or the Chief. He will be paid overtime per the labor contract.

SECTION 11 - Shift Complement - Overtime

The Fire Inspector will not be eligible for overtime to cover for firefighters. He will not be counted for shift complement purposes.

SECTION 12 - Uniform Allowance

The Fire Inspector will receive a clothing allowance of Seven Hundred (\$700.00) Dollars per year.

SECTION 13 - Vehicle

The City shall supply a vehicle to the Fire Prevention Division for the purpose of Inspection, Fire Prevention, and related work.

**ARTICLE XIV
LEAVE TIME**

SECTION 1 - Firefighting Division

Employees shall earn sick leave with pay at the rate of seven and one-half (7-1/2) work days for each year of employment. Unused sick leave shall be cumulative to a maximum of ninety-four (94) work days for payout. However, additional accumulation will be allowed beyond ninety-four (94) work days, but will not be made part of the payout upon retirement or death. Work period of less than a full year for earning sick leave shall be prorated.

SECTION 2

Sick leave shall not be considered a privilege which an employee may use at his/her discretion; it shall be allowed only in case of necessity due to actual illness or disability of the employee.

SECTION 3

The City may, at its discretion, require a certification of disability as a result of injury or illness from any employee who has had a pattern of frequent absences during the previous twelve (12) months. An absence due to illness lasting more than one consecutive day is considered as a single occurrence.

The City may accept this certification from the employee's physician, or at its discretion and expense, the City may require this certification from a physician of its choice.

SECTION 4

Where such illness or disability exceeds three (3) scheduled work days, the Employee may be required to furnish a physician's certificate, or the City may require the employee to be examined by a physician of its choice.

SECTION 5

Employees who have depleted sick leave and request excused time off without pay must present a medical certificate for each absence.

SECTION 6

One (1) sick leave day per year may be used when an employee is required to attend a member of the immediate family who is ill or incapacitated. The Employee may also utilize personal leave or vacation for this purpose in accordance with procedures outlined in this Agreement. In extenuating circumstances, the Chief may, at his/her sole discretion, grant one (1) additional day for this purpose.

SECTION 7

To receive paid sick leave, an employee is required to communicate with his/her immediate Supervisor before the time set for beginning work.

SECTION 8 - Use of Sick Leave

An employee may not use City-earned sick leave for absence due to an injury occurring at any other job or employment other than City employment. Instead, he/she shall use accumulated vacation time or be absent without pay.

SECTION 9 - Funeral Leave

A firefighter shall be entitled to two (2) scheduled work days per funeral, to make preparations for and attend the funeral and burial of an immediate member of his/her family. Leave is to commence on or before the date of funeral and continue for duration not to exceed four (4) consecutive calendar days. For this purpose, an immediate member of the family will be deemed to be: spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild or grandparent.

SECTION 10 - Job Incurred Disability

It is agreed that any employee covered by this Agreement who is injured while working and is subsequently subject to the provisions of the Worker's Compensation Act shall be paid an amount of money by the City, in addition to the money received under the Worker's Compensation Act, totaling his/her normal weekly net take-home earnings, including holidays but excluding overtime. This shall be from the first full day lost because of injury for the period of time he/she is unable to perform any work, is eligible, and receives payments under the Worker's Compensation Act, and for a period not to exceed eighteen (18) weeks. Normal net pay means that amount of pay left over after federal and state taxes, as well as city retirement contributions, have been deducted from gross pay. Any other deductions, such as for deferred retirement through I.C.M.A. or payments to the credit union, are not to be considered as deductions from net pay.

Employees who have elected to have a greater amount of tax withheld than is legally required may adjust their net pay by changing their deductions by filing an affidavit listing their dependents for tax purposes. This change cannot be changed again for a minimum of six (6) months. The City will pay the difference between Worker's Compensation payments and the adjusted net pay after this change, as provided for above.

In the event he/she receives Worker's Compensation Benefits for a period of more than eighteen (18) weeks, the employee may augment said benefits by drawing on accrued sick leave benefits to which the employee is entitled. The amount of sick leave credit, when combined with Worker's Compensation benefits, shall not exceed the normal take-home pay as defined above.

The provisions of this Article concerning the City's obligation to supplement or augment benefits paid under the Worker's Compensation Act or the supplementation of Worker's Compensation benefits with sick leave benefits will only apply when: (a) the employee is under the exclusive care of a physician provided by or approved by the Employer; (b) the employee is complying satisfactorily with the instructions of the physician; and, (c) the injury is determined to be compensatory under the Michigan Worker's Compensation Insurance Law.

An employee may, at his/her option, elect to have the amount of Worker's Compensation payments for loss of time, or his/her normal gross pay, credited to his/her annual salary for purpose of determining final average compensation. An employee exercising this option shall pay to the retirement fund the percentage of the employee retirement contribution amount in force at that time, on the Worker's Compensation payments received or on normal gross salary.

SECTION 11 - Death or Retirement

Upon death or retirement of the employee, the employee or his/her beneficiary will be paid for seventy-five (75%) percent of the employee's unused accumulated sick leave up to a maximum of ninety-four (94) work days for officers and the firefighting division and a maximum of One Hundred Thirty (130) work days for the Fire Inspector.

ARTICLE XV PERSONAL BUSINESS LEAVE

Each member of the Bargaining Unit shall be granted one (1) scheduled work day off per year for the duration of this Agreement with pay at the appropriate straight-time rate for personal business. This time off with pay will not be deducted from accumulated leave (example: sick leave, compensatory time, vacation time), and must be required with reasonable notice.

- A. Personal business days may be used for necessary business which cannot be conducted at other than the employee's working hours.
- B. Notification thereof shall be filed with the shift officer no later than forty-eight (48) hours prior to the expected absence.

Confirmation of such personal business leave shall be necessary prior to absence. Deviation from this procedure shall be permitted if an acceptable emergency exists.

- C. Personal business days are not cumulative from one (1) fiscal year to another.
- D. Personal business leave days may not be used in lieu of, or as an extension of, vacation, sick leave, or holidays.

- E. Personal business leave days shall not be taken by members of the bargaining Unit when doing so would incur payment of overtime for replacement of such employee. Deviation from this procedure shall be permitted if an acceptable emergency exists.
- F. In cases of extreme emergency, it may be necessary to deny confirmation of personal business leave days to avoid impairment of basic departmental operations.
- G. Personal business leave days may be taken in portions of not less than three (3) hours with one (1) hour increments allowed only if over-time is not generated as a result of this leave and only with the approval of the Officer in Charge, to expiration of maximum allocation. The Chief must authorize Personal Business Leave only if leave generates overtime. This is based upon twenty-four (24) hours per day.
- H. One (1) additional personal business day will be allowed only if no sick leave is used during the previous fiscal year.

**ARTICLE XVI
VACATION**

SECTION 1 - Eligibility and Amount

Firefighting Division:

1 through 5 years of service	6 scheduled 24-hour work days
6 through 12 years of service	9 scheduled 24-hour work days
13 through 20 years of service	12 scheduled 24-hour work days
All service after 20 years	15 scheduled 24-hour work days

SECTION 2 - Anniversary Date

The anniversary date of service for the purpose of this Article shall be measured by reference to the original date of appointment to the Fire Department.

SECTION 3 - Time of Vacation Period

Each member of the Firefighting Division shall be allowed four (4) days of his/her accumulated vacation time between June 15 and September 15. Winter vacations shall be taken between September 16 and June 14, if agreeable with the Chief of the Department. Each member of the Firefighting Division may use the remainder of his/her annual leave accumulation during this time.

SECTION 4 - Vacation Taken

- A. Vacation leave shall not be taken in advance unless approved by the Fire Chief and the Assistant City Manager.

- B. During the first year of employment, employees shall be entitled to one-half (1/2) day vacation for each full month of employment.
- C. It shall be the sole discretion of the Chief to authorize vacation leave to any employee who has not completed one (1) year of employment.
- D. Any employee shall be entitled to save up to one and one-half (1-1/2) times the annual accumulatory amount beyond the anniversary date.

SECTION 5 - Designation of Vacation Period

Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to commencement of the summer or winter period, as set forth above (Section 3). Selection shall be based upon seniority first by rank and second by seniority in the Department; provided an employee who has four (4) consecutive leave days takes precedence over any employee who has a lesser amount. Each unit shall select independently of the other.

- A. There shall be no more than two (2) men per shift on vacation during the same period at any time.
- B. Vacation will not be subject to any other leave time.
- C. Vacation leave will be taken in increments of not less than three (3) hours with one (1) hour increments allowed only if over-time is not generated as a result of this leave and only with the approval of the Officer in Charge.

SECTION 6 - Option to Receive Vacation Pay

Members of the Firefighting Division receiving twelve (12) scheduled 24-hour vacation days or more may have the option of receiving three (3) of the twelve (12) days paid at the prevailing rate in lieu of vacation days off. This option must be exercised within the current anniversary year.

SECTION 7 - Separation

Upon separation from service, an employee shall be paid for his/her earned, but unused, vacation accumulated since his/her last anniversary date. Any vacation time held over from the previous anniversary year per Section 4 (D) above is specifically excluded from such payment.

- A. In the event of death, the employee's dependents, or his/her estate, if not designated, shall be paid his/her vacation pay.

- B. In the event of separation from service, work periods of less than a full year shall be prorated. Those vacation periods taken in excess of such proration shall be returned to the employer upon separation.

**ARTICLE XVII
RELATION BETWEEN DIVISIONS**

In the event an employee changes from the Firefighting Division to the Fire Prevention Division, or vice-versa, his/her vacation and sick leave shall be prorated accordingly, including those credits accumulated.

**ARTICLE XVIII
HOLIDAYS**

SECTION 1 - Recognized Holidays

The following calendar days, or those calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purpose of this Agreement:

New Year's Day, Washington's Birthday, one-half day on Good Friday, Easter Day (Firefighting Only), Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day (Fire Prevention Only), Thanksgiving, Christmas Eve Day (December 24), Christmas Day, New Year's Eve Day (December 31) and Employee's birthday.

SECTION 2 - Holiday Compensation

Each employee shall receive, at his/her option, one (1) work day compensatory time off or twenty-four (24) hours pay at his/her prevailing rate for each of the foregoing holidays.

**ARTICLE XIX
INSURANCE**

SECTION 1 - Medical and Hospital Insurance

- A. Each member of the Bargaining Unit will be entitled to health insurance. The insurance coverage options shall include Blue Cross or a Health Maintenance Organization Plan and shall be at the members' choice.
- B. Blue Cross shall include the following riders:

Comprehensive Hospital, Semi-Private riders; D4, 5NM, lMb, F, SA MVF-1 riders ML, OB, FC, SD-1; Master Medical BC BS '65 Opt. 2-5; \$2.00 co-pay prescription rider; D.C.C.R. Rider (Option to add or pay for coverage). In addition, Mandatory Second Opinion and Predetermination Program riders are included.

Each employee will select either the above Blue Cross coverage with the deductible DRI 275/550 rider or the PPO option or the PPO/POV option which increases the deductible for prescription drugs from \$2 to \$5.

- C. The City shall have sole discretion from the above options to determine the type of health insurance, the carrier and benefits for any employee hired on or after July 1, 1990. An employee hired after July 1, 1990 shall not have the right to exercise any options regarding health insurance. The terms health insurance as used herein shall include, but not be limited to, optical, dental and/or any other insurance benefits relating to the treatment of any mental or physical infirmity of an employee. The health carriers can only be changed by the City once each calendar year without the employee's prior consent.

Coverage under this section shall be extended to widows/widowers, and any children under 18 years of age of an employee who dies as a result of a personal injury or disease arising solely and exclusively out of and in the performance of duty in the employe of the City. Such coverage shall terminate upon: remarriage or death of widow/widower; upon adoption, marriage, attainment of age 18 years, or death of any children, whichever first occurs.

- D. Employees covered by this agreement who elect not to take a health insurance plan will receive an annual sum of \$1,500 to be paid at the end of each calendar year that said employee elects not to have health insurance. This sum will be pro-rated on a monthly basis for any portion of a calendar year that an employee maintains health insurance. Thus, on a calendar year basis an employee will receive \$125 for each month that said employee does not use the City's health insurance plan. The total sum will be paid in December of each year.

If married members of the same family work for the City only one spouse will be entitled to any form of health insurance. In addition, neither spouse will be entitled to the annual \$1,500 option in lieu of health insurance as long as the married couples both work for the City of Mount Clemens.

Any employee covered by this compensation option will not be allowed to resume health insurance with the City except during the open enrollment period or at some future time when his/her insurance coverage is terminated elsewhere, which will allow the employee to resume coverage with the City the month following his/her completion of a health application and transfer form. Furthermore, only employees who have health insurance elsewhere will be eligible for this plan. The employee must show proof of

health insurance elsewhere prior to qualifying for this plan and agree to sign the City's insurance waiver form.

The employee will not hold the City liable for any health insurance claims.

SECTION 2 - Life Insurance

A life insurance policy will be procured and paid for by the City, providing a death benefit of not less than Twenty-Five Thousand (\$25,000) Dollars to the employee's beneficiary.

Each employee who retires shall be entitled to a continuation of Five Thousand (\$5,000) Dollars group life insurance, the cost of which to be borne one hundred (100%) percent by the City.

SECTION 3 - Medical & Hospital Insurance for Retirees

Upon retirement, the City shall furnish group coverage eligible full-time retirees and spouses as identified in Section 1-B or a health maintenance organization option, or a sum of \$1,500 annually in lieu of health insurance coverage at the retiree's option. The conditions for compensation in lieu of health insurance coverage are defined in Section 1-D of this Article. The Blue Cross/Blue Shield option for eligible employee will not include IMb and OB riders.

Upon reaching age 65, the coverage above will automatically reduce to the Blue Cross/Blue Shield "65 Plan". If coverage is afforded by other employment, the above coverage will be suspended until the other coverage has ceased. Coverage will be extended only as long as the retiree or spouse is collecting a retirement income from the City of Mount Clemens.

NOTE: As used in Section 3 above, the term "spouse" means the person to whom a retiree was married at the time employment with the City last terminated.

Only those employees who are full-time employees at the time of their retirement or at the time they resign with vested pension rights will receive any health insurance from the City during their retirement. Disability retirement will remain as is. The following schedule will be used in determining retiree medical benefit coverage for all employees hired after January 1, 1995:

<u>Years of Service at Retirement</u>	<u>Employee Share of Premium</u>	<u>City Share of Premium</u>
10 years but less than 11	75%	25%
11 years but less than 12	70%	30%
12 years but less than 13	65%	35%
13 years but less than 14	60%	40%

14 years but less than 15	55%	45%
15 years but less than 16	50%	50%
16 years but less than 17	40%	60%
17 years but less than 18	30%	70%
18 years but less than 19	20%	80%
19 years but less than 20	10%	90%
20 years and over	0%	100%

SECTION 4 - Coordination of Benefits

If both married members of the same family work for the City, only one spouse will be entitled to any form of health insurance. Furthermore, if both members work for the City neither party will be eligible for any form of compensation in lieu of health insurance.

Health maintenance plans will be available to firefighters in lieu of the existing medical and hospital insurance on a voluntary basis.

SECTION 5.

Only full-time employees are entitled to insurance benefits. Full-time employees are employees who work the regularly scheduled hours and shifts as defined currently in the bargaining agreement for the firefighter division and the inspection division. Employees working less than the regularly scheduled hours on a weekly basis, or less than forty (40) hours per week on a regular basis, will not be entitled to insurance benefits. (This will exclude full-time firefighter employees who are on work related injury leave or on long term compensable sick leave).

SECTION 6 - Dental Plan

Each member of the Bargaining Unit shall be provided with dental coverage, procured and paid for by the City, and comparable to the existing 80/20 co-pay plan for Class I and Class II benefits.

**ARTICLE XX
EDUCATION**

- A.** Employees appointed to the position of Firefighter shall be required to complete an appropriate certification of training under those guidelines promulgated by the Michigan F.F.T.C. during their probationary period or as soon as possible thereafter. During this training period, employees shall be granted time from work as required with pay, except when there are unusual or emergency departmental manpower requirements which prevent the employee from attending. The City shall bear total expense for such training.
- B.** The firefighters will have allocated a total training budget of \$3,000 per fiscal year. Dispersment of the education and training funds will be monitored by the executive board of the union. The executive board will only review education and training requests that have had prior approval of the shift commander.
1. Compensatory time will be granted at a rate of 1 1/2 times for personnel attending Fire related training seminars and classes while off duty. The above mentioned compensatory time shall not be taken if it will result in payment of overtime or interfere with any other contractual leave time.
 2. Effective July 1, 1990, personnel who elect to receive any tuition reimbursement for courses leading to a Certificate in Fire Science, an Associate's Degree in Fire Science or a Bachelor's Degree in Fire Science will not be eligible to earn the education incentives referred to in paragraphs 3, 4 and 5 of this Article.
 3. Effective July 1, 1989, any employee who has obtained a Certificate in Fire Science shall receive the sum of Two Hundred (200) Dollars per year payable during the month of July.
 4. Any employee who has obtained an Associate's Degree in Fire Science shall receive the sum of Three Hundred (\$300) Dollars per year, payable during the month of July.
 5. Any employee who has obtained a Bachelor's Degree in Fire Science shall receive the sum of Four Hundred (\$400) Dollars per year during the month of July.

An employee shall receive education incentives only for the highest level of education achieved, (i.e., an employee with both an Associate's Degree and a Bachelor's Degree shall receive the incentive only for the Bachelor's Degree. These incentives shall not be added to the base salary).

**ARTICLE XXI
WAGES**

Effective July 1, 1995- June 30, 1996

FIREFIGHTERS

	Annual	Weekly	Hourly
Starting salary	\$30,008.16	\$577.08	\$ 10.305
After 6 months	31,583.56	607.38	10.846
After 12 months	37,087.24	713.22	12.736
After 18 months	37,821.06	727.33	12.988
After 24 months	38,313.19	736.79	13.157
After 30 months	39,014.98	750.29	13.398
After 36 months	39,748.80	764.40	13.650

SERGEANT

	Annual	Weekly	Hourly
Starting salary	\$43,560.61	\$837.70	\$14.959
After 6 months	44,428.39	854.39	15.257
After 12 months	45,316.55	871.47	15.562

CAPTAIN

	Annual	Weekly	Hourly
Starting salary	\$47,919.88	\$921.54	\$16.456
After 6 months	48,653.70	935.65	16.708
After 12 months	49,562.24	953.12	17.020

FIRE INSPECTOR

	Annual	Weekly	Hourly
Starting salary	\$46,096.96	\$886.48	\$22.162
After 6 months	46,870.72	901.36	22.534
After 12 months	47,771.36	918.68	22.967

Effective July 1, 1996 - June 30, 1997

FIREFIGHTERS

	Annual	Weekly	Hourly
Starting salary	\$31,210.82	\$600.21	\$10.718
After 6 months	32,847.36	631.68	11.280
After 12 months	38,572.36	741.78	13.246
After 18 months	39,335.30	756.45	13.508
After 24 months	39,847.81	766.30	13.684
After 30 months	40,575.81	780.30	13.934
After 36 months	41,338.76	794.98	14.196

SERGEANT

	Annual	Weekly	Hourly
Starting salary	\$45,304.90	\$871.25	\$15.558
After 6 months	46,207.62	888.61	15.868
After 12 months	47,130.72	906.36	16.185

CAPTAIN

	Annual	Weekly	Hourly
Starting salary	\$49,838.88	\$958.44	\$17.115
After 6 months	50,601.83	973.11	17.377
After 12 months	51,545.32	991.26	17.701

FIRE INSPECTOR

	Annual	Weekly	Hourly
Starting salary	\$47,941.92	\$921.96	\$23.049
After 6 months	48,746.88	937.44	23.436
After 12 months	49,682.88	955.44	23.886

Effective July 1, 1997 - June 30, 1998

FIREFIGHTERS

	Annual	Weekly	Hourly
Starting salary	\$32,148.48	\$618.24	\$ 11.040
After 6 months	33,834.53	650.66	11.619
After 12 months	39,731.33	764.06	13.644
After 18 months	40,517.57	779.18	13.914
After 24 months	41,044.64	789.32	14.095
After 30 months	41,793.02	803.71	14.352
After 36 months	42,579.26	818.83	14.622

SERGEANT

	Annual	Weekly	Hourly
Starting salary	\$46,664.80	\$897.40	\$16.025
After 6 months	47,593.73	915.26	16.344
After 12 months	48,545.95	933.58	16.671

CAPTAIN

	Annual	Weekly	Hourly
Starting salary	\$51,335.65	\$987.22	\$17.629
After 6 months	52,121.89	1,002.34	17.899
After 12 months	53,091.58	1,020.99	18.232

FIRE INSPECTOR

	Annual	Weekly	Hourly
Starting salary	\$49,381.28	\$949.64	\$23.741
After 6 months	50,209.12	965.56	24.139
After 12 months	51,174.24	984.12	24.603

**ARTICLE XXII
OVERTIME**

When an employee works in excess of the regularly assigned work week or work schedule, as provided in Article X, Section 1 he/she shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for each hour or portion thereof.

SECTION 1 - Additional Manpower

Whenever additional manpower is needed, all available regular paid members of the Fire Department shall be called before other manpower is called.

SECTION 2 - Minimum Call-Back

Whenever an employee works in excess of the regularly assigned work week or work schedule, he/she shall be compensated for a minimum of two and one-half (2-1/2) hours except in the instance that work occurs as an extension (immediately following) of a regularly assigned work schedule.

SECTION 3 - Fill-in Overtime

Fill-in overtime shall be equalized among all personnel of the department excepting Chief and Fire Inspector without regard to rank providing one (1) firefighting officer is on duty.

**ARTICLE XXIII
LONGEVITY**

In addition to the salary set forth, employees shall receive longevity as follows for continuous years of service:

SECTION 1

Based on a maximum of Seventeen Thousand (\$17,000.00) Dollars:

5 years of service and over	2%
10 years of service and over	4%
15 years of service and over	6%
20 years of service and over	8%
25 years of service and over	10%

SECTION 2

In the case of death or retirement, an employee's longevity shall be prorated for that portion of the year completed beyond the employee's anniversary date.

**ARTICLE XXIV
UNIFORM ALLOWANCE**

SECTION 1 - Protective Clothing

The City shall furnish all protective clothing required by employees.

SECTION 2 - Uniform Allowance

The City shall allow each employee of the Firefighting Division Four Hundred Forty Dollars (\$440.00) Dollars per year as uniform allowance after the first year of service. Uniforms and clothing will be purchased subject to approval of the Department Head.

The clothing allowance shall be payable in advance during the months of July and January in the amount of Two Hundred Twenty (\$220.00) Dollars, totaling Four Hundred Forty (\$440.00) Dollars annually.

SECTION 3 - Prescribed Uniform

A list of items currently prescribed or acceptable shall be posted by the Department Head to establish minimum uniforms needed by personnel.

**ARTICLE XXV
FOOD ALLOWANCE**

Each employee of the Fire Department whose shift is twenty-four (24) hours shall receive Six Hundred (\$600.00) Dollars per year as food allowance. Said food allowance shall be payable in advance during the month of July and January in the amount of Three Hundred (\$300.00) Dollars.

In the event an employee entitled to the food allowance leaves the employ of the City, he shall be required to pay to the City any portion of the food allowance not used, on a pro-rata basis. Such repayment shall result in a deduction from the employee's last pay check.

**ARTICLE XXVI
PENSION**

The City of Mount Clemens, Michigan, and the Mount Clemens Firefighters Association I.A.F.F. Local 838 have negotiated and agreed upon changes in the Mount Clemens Employees

Retirement system, which result in changes in the language of Article 16 of the City Charter, as follows:

Section 191 - Definitions.

- 13. FINAL AVERAGE COMPENSATION** means the average of the highest annual compensations received by a member during a period of three (3) consecutive years of the credited service contained within his ten (10) years of credited service immediately preceding the date his employment with the City last terminated. If he has less than three (3) years of credited service, his final average compensation shall be the average of his annual compensations for his total period of credited service. Fire Department members may use 75% of up to ninety-four (94) work days of accumulated sick leave regardless of date of hire.
- 23. VOLUNTARY RETIREMENT AGE** shall be age fifty (50) years for firefighter members with ten (10) or more years of credited service.

Section 209.1

A pension which, when added to annuity, will provide a firefighter member a straight life retirement allowance equal to the sum of 2.5% of his final average compensation multiplied by the number of years and fraction of a year of his credited service not to exceed twenty-five (25) years, plus one (1%) percent of his final average compensation multiplied by the number of years and a fraction of a year of his credited service in excess of twenty-five (25) years.

Section 210 - Deferred Retirement Allowance.

Should any member who has ten (10) or more years of credited service leave the employ of the City, for any reason except his retirement or his death, before he has satisfied the age and service requirements for retirement provided in Section 209, exclusive of subsection (b), if he is a general member; or as provided in Section 209.1 if he is a policeman or firefighter member; as the applicable section was in force at the time he left the employ of the City. His said retirement allowance shall begin the first day of the calendar month next following the date his application for same is filed with the Board on or after his attainment or his voluntary retirement age. If he withdraws all or part of his accumulated contributions from the annuity savings fund, he shall forfeit all his rights in and to a deferred retirement allowance provided in this section. In no case shall he receive service credit for the period of his absence from City employment, except as otherwise provided in this article. Until the date his retirement allowance is to begin, his accumulated contributions standing to his credit in the annuity saving fund shall be accumulated at regular interest.

Employees hired before January 1, 1990 shall continue to be entitled to receive life insurance and medical and hospital insurance benefits for retirees specified herein upon the receipt of deferred retirement benefits if said employee had ten (10) or more years of service when leaving the employment of the City.

If any employee hired after January 1, 1990, wants to be covered by life and health insurance benefits for deferred retirement, that employee must give the City a minimum of Twenty-five (25) years of continuous service.

PENSION ANNUITY WITHDRAWAL OPTION

A firefighter at the time of retirement may elect to receive on the date of their service retirement total refund of their accumulated contributions. If a member makes such an election, the annuity payable under any retirement option shall be reduced proportionately. Such optional annuity withdrawal is intended to give each employee the right to immediately withdraw upon retirement all of the employee's accumulated contribution subject to the following provisions:

1. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the employee contribution (annuity) withdrawn.
2. Reduction in the allowance shall be based on the interest rate for immediate annuities published by the Pension Benefit Guaranty Corporation for use in valuing terminating nonmulti-employer plans in effect on the most recent January 1 or July 1 preceding or coincident with the effective date of service retirement and the male mortality rates of the 1971 group annuity mortality table projected to 1984. The annuity withdrawal option may only be exercised by the employee at the time of application for service retirement. If annuity withdrawal is elected, the amount withdrawn shall be the entire balance of the employee's contribution account with interest credits less contributions, if any, deposited to purchase service with interest credits.

Section 215 - Disability, Policeman or Firefighter Member

Upon his retirement on account of disability, as provide in Section 212, a firefighter member shall receive a disability retirement allowance computed according to Section 209.1. His disability retirement allowance:

1. Shall not be less than fifty (50%) percent of his final average compensation; and,
2. Shall be subject to Section 220.

During his worker's compensation period, if he was in receipt of worker's compensation, his disability retirement allowance shall not exceed the difference between eighty-five (85%) percent of his final average compensation and his workman's compensation, if any, converted to an annual basis. Upon his retirement, he shall have the right to elect to receive his retirement allowance under an option provided in Section 211, in lieu of a straight life retirement allowance. (Ord. eff. June 21, 1954)

Section 218 (B)

The beneficiary shall receive in benefits an amount equal to the amount that the employee would have received had he survived and been disabled.

Section 220 - Disability Retirement Pensions.

- C. **REDUCTION OF PENSION.** Should the secretary of the Retirement System report and certify to the Board that such disability beneficiary engaged in a gainful occupation, business, or employment paying more than the difference between and, should the Board concur in such report, then the amount of his disability retirement pension shall be reduced to an amount which together with the amount earned by him shall equal his average final compensation. (ord. eff. June 21, 1954; amend. Nov. 6, 1956).¹

The amount of any disability retiree's disability retirement pension shall be reduced by any Worker's Compensation payments he or she receives. In the event the disability retiree's Worker's Compensation claim is redeemed, for purposes of this Section, his or her Worker's Compensation period shall be computed as set forth in Section 191, subparagraph 22 of the Charter.

¹ For firefighter members, final average compensation shall be adjusted by the annual percentage increase in the Consumer Price index for All Urban Consumers (CPI-U), Detroit Metropolitan Area (1967 = 100), beginning with the employee's month of retirement.

Section 222 - Annuity Savings Fund; Contribution (a)

A Firefighter member's contribution to the retirement system shall be 2.0% of the compensation paid by the City.

ARTICLE XXVII RESIDENCY

It is desirable for employees to establish a residence within the corporate limits of the City of Mount Clemens within one (1) year after appointment and it is desirable that they maintain such residency during employment by the City. Residence for these purposes shall be defined as that location which is the center of the employee's domestic life. Effective July 1, 1986, fire personnel may, however, remove their residence from the City. Non-residents will be eligible for emergency call back overtime only if experience indicates they can reliably respond within fifteen (15) minutes of the call back message. All provisions in this contract shall be read in conjunction with the requirements of this paragraph and this paragraph shall have precedence over any other contrary language.

**ARTICLE XXVIII
MAINTENANCE OF CONDITIONS**

SECTION 1 - Maintenance of Conditions

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. No employee shall suffer a reduction in benefits as consequence of the execution of this Agreement.

SECTION 2 - Unilateral Changes Prohibited

The City will make no unilateral changes in wages, hours, working conditions, or conditions of employment during the term of this Agreement, either contrary to the provisions of the Agreement or otherwise.

SECTION 3 - Maintenance of Management's Rights

Nothing in Article XXVIII shall be construed to diminish any management's rights as set forth in this Agreement.

SECTION 4 - Relation to Regulations, etc.

This Agreement shall supersede any rules and regulations inconsistent herewith.

SECTION 5 - Filling of Vacancies

When a vacancy occurs within the Fire Department, the City shall, in accordance with the provisions of Act 78 of the Public Acts of 1935, as amended, notify the Civil Service Commission of such vacancy within thirty (30) days after such vacancy occurs.

SECTION 6 - Hiring Procedures

Beginning January 12, 1997, the City has the right to select and hire from any and all applicants following City hiring procedures for firefighters which also includes the minimum requirements outlined in the Letter of Understanding.

**ARTICLE XXIX
SEVERABILITY**

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City, the Union, and the employees of the Bargaining Unit. In the event any provision of this Agreement shall at any time be held as contrary to law by a Court of competent jurisdiction from whose final judgement or decree no appeal has been taken within

the time provided therefore, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, as far as possible, continue in full force and effect.

**ARTICLE XXX
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 on all proper subjects of collective bargaining, and that the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. The parties agree all negotiable items have been discussed during the negotiations leading to this Agreement, and they agree that negotiations will not be re-opened on any item except as otherwise specified herein.

**ARTICLE XXXI
RE-OPENING CLAUSE**

The parties hereto agree this contract may be re-opened for additional negotiation of any part thereof if both parties hereto agree said re-opening is necessary.

**ARTICLE XXXII
DURATION**

This Agreement shall be effective July 1, 1995 and expire June 30, 1998

- A. If either party desires to terminate this Agreement, sixty (60) days prior to the termination date it shall give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

- B. If either party desires to modify or change this Agreement, it shall give written notice of the desire to change or terminate this Agreement sixty (60) days prior to the termination date or any subsequent termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of March, 1996.

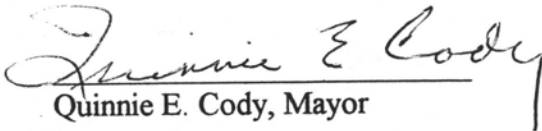
THE CITY OF MOUNT CLEMENS

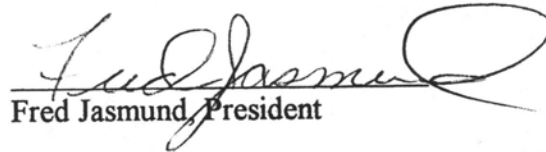
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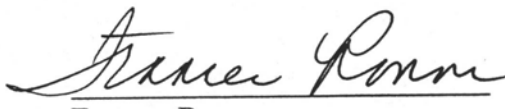
**LOCAL 838
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(AFL-CIO)**

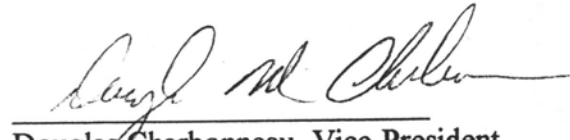
CITY OF MOUNT CLEMENS

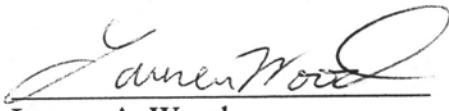
MOUNT CLEMENS FIREFIGHTERS


Quinnie E. Cody, Mayor


Fred Jasmund, President


Frances Rouns
Acting City Manager


Douglas Charbonneau, Vice-President


Lauren A. Wood
Assistant City Manager

Date: 7-12-96

LETTER OF UNDERSTANDING

Between City of Mount Clemens and Local 838

Beginning January 1, 1996 through June 30, 1998 and/or until the expiration of the manning moratorium (Article XI Section 7), all overtime earned during this period will be subject to a 22-1/2% per year cap of base wage as the maximum amount of overtime added to an employee's final average compensation. Overtime earned outside of this specified time period will not be subject to any cap.

City of Mount Clemens

Local 838

Quinn E. Cody

Fred Gasmund

Francis Roman

Dwight M. Allen

Lauren Wood

LETTER OF UNDERSTANDING BETWEEN CITY OF MOUNT CLEMENS AND

LOCAL 838

HIRING PROCEDURES FOR FIREFIGHTER

1. Current eligibility list will remain in effect until the expiration date of January 12, 1997. To avoid liability, anyone hired from the current list will be from the top five candidates based on Act 78. Beginning January 12, 1997 the City may hire applicants following City hiring procedures outlined below.
2. Application Criteria - All Applicants must be Firefighter II certified (Michigan Firefighter Training Council certification) by attending an Academy sponsored by a regional training center, and be licensed by the Michigan Department of Public Health as an Emergency Medical Technician by the date of application.
3. Written Tests - All future testing will utilize standard approved written tests.
4. Scoring - Each candidate must successfully pass both a written and oral board test with a minimum passing percentage score of 70% on each.
5. Percentage Weight of Tests - The written test will count no less than 50% of the final average score.
6. Qualifications - Each candidate having successfully passed both the written and oral board tests, must pass the Michigan Municipal League approved physical agility test or its equivalent.
7. All firefighters hired from future tests will undergo a one (1) year probationary period.

It will remain the discretion of management to select any applicant for the position of firefighter, provided they meet the above minimum requirements as well as the City's hiring requirements.

City of Mount Clemens

Quinn E. Cody
James Roman
James Wood

Local 838

Paul J. [Signature]
Deputy [Signature]