

LABOR AGREEMENT

BETWEEN

CITY OF NILES

AND

LOCAL 2317

OF THE

INTERNATIONAL ASSOCIATION

OF

FIRE FIGHTERS

Niles, City of

FIRE FIGHTER'S LABOR CONTRACT

AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 1995 between the City of Niles, hereafter collectively referred to as the "CITY", and Local 2317 of the International Association of Fire Fighters, hereinafter referred to as the "Union".

WHEREAS it is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth the full agreement between the parties concerning rates of pay, salaries, benefits, hours of employment and other conditions of employment.

ARTICLE 1 RECOGNITION

SECTION 1.10 RECOGNITION

The City hereby recognizes the Niles Fire Fighters Association, Local 2317, as the exclusive bargaining representative for all Fire Fighters, but excluding the Fire Chief and all other civilian and clerical employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

SECTION 1.20 SECURITY

As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of Local 2317 or pay a representative fee to Local 2317 which shall be less than one hundred percent (100%) of the regular monthly dues paid by Local 2317 members and which sum shall accurately represent the amount for the employee due Local 2317 as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for Local 2317 activities. The requirements set forth above shall become effective thirty (30) days after the effective date of this Agreement, or thirty (30) days after an employee's date of employment, whichever is later.

SECTION 1.30 ANTI-DISCRIMINATION

The City and the Union agree that neither will discriminate against any employee, whether or not a member of the Union, because of his race, creed, sex, color, age, national origin, membership or non-membership in the Union, or participation or non-participation in the Union.

SECTION 1.40 UNION BUSINESS

The Union agrees that there will be no Union business as such conducted on City time. Future employees, excluding temporary or part-time employees, will be governed by the terms of this Agreement. "Good Standing" as referred to in this section, shall be interpreted only as the tender of monthly dues. Local Union members shall not be subject to restraint, interference, coercion, discrimination or reprisals because of their membership in the Union.

ARTICLE 2 DUES

SECTION 2.10 CHECK OFF DUES

During the life of this Agreement, the City will honor a voluntary signed, written authorization in the form set out in Section 2.20 in this Article, from each employee who is or becomes a member of the Union including but not limited to the fair share representation fee required to be paid by all members in the Union, pursuant to Section 1.20, authorizing the City to deduct each calendar month from his earnings, the membership dues and initiation fees uniformly established and levied in accordance with Constitution and By-Laws of Local 2317, International Association of Fire Fighters, and to send them together with a record of those from whom deductions have been made and the amount, to the designated financial officer of Local 2317 not later than the 15th day of each month in which the deductions are made.

SECTION 2.20 CHECK OFF DUES FORM

To the City of Niles, Michigan

Date _____

I hereby assign to Local 2317, monthly dues, in the amount of \$_____, in Local 2317. I hereby authorize and direct you to deduct the first month's dues from the first full pay check issued in payment of the period immediately following submission of my authorization to make the aforesaid deductions. I authorize and direct you to deduct the following month's dues from my first pay check each month thereafter. All such deductions are to be remitted to Local 2317. This assignment, authorization and direction shall be irrevocable until termination of the present Agreement between the City and Local 2317, International Association of Fire Fighters.

Employee's Signature Address of Employee

SECTION 2.30 CESSATION OF DEDUCTIONS

Employee's transferred out of the Union, quits, discharges, deceased, or on lay off shall cease to be subject to the deductions.

SECTION 2.40 ILLEGAL PROVISION

It is agreed that in the event this Section or any part thereof is declared illegal and claims are presented for reimbursement of monies illegally deducted and forwarded to the Union, the Union will assume full responsibility for reimbursement the monies to the employee.

SECTION 2.50 CHANGES IN DEDUCTIONS

The Union shall notify the City in writing of the amount of dues and any changes that may occur.

SECTION 2.60 LIST OF DUES PAYING MEMBERS

A list of the names of the Union member from who dues have been deducted shall be furnished to the Union at the time the dues are remitted to the Union.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 3.10 MANAGEMENT RIGHTS

The City possesses all powers, privileges, and authority over all matters relating to the City, the City's business, the employee and the employment relationship as provided in the City Charter as adopted November 3, 1981 [except to the extent that they are specifically relinquished or modified by express provisions of this Agreement.] By way of illustration but not by way of limitation, some of these rights are set forth below:

SECTION 3.11 CONTROL OF WORK FORCE

The City has the complete right and sole right to supervise, direct, and control the work force, including the right to hire, assign work, determine levels of satisfactory work performance, classify, transfer, promote, lay off, and recall the work force; also the right to suspend, demote, discipline, terminate, or discharge for cause.

SECTION 3.12 SIZE AND COMPOSITION OF WORK FORCE

The City has the complete and sole right to determine the size and composition of the work force; the organization of management, and the sources and services and supplies; satisfactory levels of performance, qualifications of employees and the establishment, change, combination, or abolishment, of job classifications and the content of job classifications; and the determination and implementation of rules, policies and practices to be followed by each employee.

SECTION 3.20 GRIEVANCES

It is understood that should the Union feel that any action management expressly (not implied) violates any specific provisions of this agreement, it may file a grievance protesting such action.

SECTION 3.30 SELECTION OF SUPERVISORY EMPLOYEES

The selection of supervisory employees is the sole responsibility of the City Administrator. The assignment of supervisory employees is the sole responsibility of the Chief and shall not be the subject of a grievance.

ARTICLE 4 REPRESENTATION

SECTION 4.10 COMMITTEE MEMBERSHIP

The City Administrator will recognize a committee of three (3) members and all three shall be employees of the Niles Fire Department. If an International Representative is requested by the Local Union, he shall be permitted to attend and participate. Committee members shall be selected in any manner determined by the Union. For representation purposes, the Union shall furnish the City Administrator in writing the names of its representatives and notify the City Administrator in writing of any changes.

SECTION 4.20 REPRESENTATION BY STEWARDS

Employees within the Union will be represented for complaint and/or grievance purposes by three (3) stewards, one for each fire fighting shift. In the absence of one of the above stewards, the Union's President or, in his absence, the Vice President may appoint an alternate steward by notifying the Fire Chief in writing prior to the shift.

SECTION 4.30 COMMITTEE COMPENSATION

Members of the committee shall be paid their regular straight time pay for time lost from work because of attendance at authorized grievance meetings with representatives of the City and for time lost from work while on investigation of legitimate grievances in accordance with the provisions of this Article and Article 5, Grievance Procedure.

SECTION 4.40 EMPLOYEE REPRESENTATION

Before disciplinary action is initiated, the employee shall, upon request, be entitled to Union representation.

SECTION 4.50 DIVISION REPRESENTATIVES

When a Union representative is required to leave his assignment in order to carry out his representation duties or to attend a meeting with the City Administrator and/or Chief, he shall request permission from his commanding officer in advance and will notify him when leaving and immediately upon his return. A Union representative will be released upon request as soon as his commanding officer has obtained a replacement. Union representatives for whom certain functions of representation are called out under this Agreement, are expected to perform their assigned work at all times when performing such functions. When and if such representation time spent is considered by the City Administrator to be excessive and constitutes an abuse of the privilege provided for on department time, the City Administrator shall notify the Union in writing of contemplated corrective action. The City shall make available to the Union any information of fact concerning a grievance.

ARTICLE 5 GRIEVANCE PROCEDURE

SECTION 5.10 DEFINITION OF GRIEVANCE

In order to provide a method for resolution of grievances, defined as all questions of interpretation, application or asserted violation of expressed (not implied) provisions of this Agreement, the parties agree to the following grievance procedure which shall be the exclusive method established for the settlement of grievances arising under this Agreement. All settlements under this procedure, whether because of a failure to initiate the grievance within the time limits specified herein, or by agreement between the City or its designated representative and the Union, by failure of the Union to appeal a grievance within the specified time limits following the City Administrator's answer, by the Union's withdrawal of a grievance at any stage of the proceedings, or by an arbitrator's decision, shall be final and binding on the City, the Union, and the employees.

SECTION 5.20 TIME LIMITS

All grievances except those involving discharges or disciplinary lay offs must be filed within ten (10) calendar days immediately following the date on which the circumstances giving rise to the grievance occurred. Grievances involving discharges or disciplinary lay off must be filed within three (3) working days immediately following the date on which the discharge or disciplinary lay off was invoked. Grievances involving discharges or disciplinary lay offs must be initially filed at Step 2 of the Grievance Procedure.

SECTION 5.30 GRIEVANCE INVOLVING A GROUP OF EMPLOYEES

When a grievance involves a group of employees, it shall be valid when signed by not more than two employees of the aggrieved group, and a steward, or a member of the bargaining committee.

SECTION 5.40 FACTS AND CLAIMS

All basic facts and claims concerning a grievance shall be submitted at the time the grievance is presented in writing. This shall include a statement concerning the Section or Sections of the Agreement which are claimed to have been violated, a complete description of the alleged violation and facts which it is based, and the remedy sought by the grievant. Supplemental information clarifying or substantiating such facts and claims may be introduced at any Step prior to the Arbitration Step.

SECTION 5.50 INDIVIDUAL RIGHTS

No employee covered by the terms of this Agreement shall have any individual right to process beyond the Second Step of the Grievance Procedure and shall have no substantive right or rights with respect to the outcome of the grievance.

SECTION 5.60 EXTENDED TIME LIMIT

It is agreed that no grievance shall be valid unless appealed within the time limits provided herein; however, the parties may, by mutual agreement, extend these time limits in any Step. Where the grievance has not been appealed as provided herein it shall be settled on the basis of the last answer given by the City.

SECTION 5.70 STEP 1 GRIEVANCE

Any employee having a complaint must discuss it orally with his command officer before the matter may be made the subject of a grievance. During such discussion, should the employee so desire, he may request the command officer to obtain his steward to join the discussion. If this complaint is not satisfactorily settled by the command officer within two (2) working days immediately following the date on which the employee first took his complaint to the command officer the employee may then reduce the matter to writing on the forms supplied by the City and submit it to the Chief as a grievance. In order to be valid, a grievance when initiated in writing must be signed by both the employee and his steward.

SECTION 5.80 STEP 2 GRIEVANCE

Within the three (3) working days following receipt of the written grievance the Chief or his designated representative, will meet with the steward to discuss the grievance. Within the three (3) working days immediately following the date on which such meetings held, the Chief for his designated representative will issue his written answer to the grievance. If the Union does not accept such written answer it may appeal the grievance in writing to Step 3 within the three (3) working days immediately following the date on which the written answer was received.

SECTION 5.90 STEP 3 GRIEVANCE

Within the ten (10) calendar days immediately following the date on which the written appeal to Step 3 is received by the City Administrator, he will meet with the President of the Union and the steward in an attempt to resolve the grievance. Within ten (10) calendar days immediately following the date on which the Step 3 meeting was held, the City Administrator will issue his written answer to the grievance. If the Union does not accept such written answer it may appeal the grievance to arbitration within five (5) calendar days immediately following the date on which the written answer was received. If not appealed to arbitration within the ten (10) calendar days immediately following the issuance of the Step 3 decision the grievance will be considered settled on the basis of that answer.

SECTION 5.100 ARBITRATION

If the grievance is appealed to arbitration as provided in Section 5.1000, the Union and the City Administrator by mutual agreement shall select an impartial arbitrator and a mutually satisfactory time and place shall be arranged for a hearing of the case. If the parties are unable to agree upon an arbitrator within a reasonable period of time, either may request the American Arbitration Association to assist with the selection by arbitrators in accordance with its Voluntary Labor Arbitration rules in affect. The parties shall in good faith attempt to agree upon a joint stipulation of the issue involved and each party may submit a written brief to the arbitrator at least five (5) working days prior to the date of the hearing.

SECTION 5.110 ARBITRATORS DECISION FINAL

The arbitrator shall render a decision, in writing to both parties as promptly as possible after the close of the hearing. There shall be no appeal from the arbitrator's decision which shall be final and binding upon the City, the Union, and the employees. The cost of the arbitrator's services and

expenses shall be shared equally by the Union and the City. The cost of any stenographic record made and any transcript thereof shall be paid by the party requesting same.

SECTION 5.120 ARBITRATOR'S LIMITATION

The function of the arbitrator shall be limited to determining controversies involving the interpretation, application or alleged violation of this Agreement and he shall have no jurisdiction or power to add to, subject from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to enter any new provisions into this Agreement or change the existing salary structure, or to establish new jobs or change existing job content, or to decide on any matter pertaining to the Insurance and Pension programs.

SECTION 5.130 BACK WAGES

In any case involving a claim for back wages the arbitration award will not exceed the amount of wages the employee would otherwise have earned from his employment with the City during the time periods limited by Section 5.70, 5.80, 5.90, and 5.100 of this Article, less the following:

SECTION 5.131 UNEMPLOYMENT COMPENSATION

Any Unemployment Compensation which the employee is not obligated to repay or which he is obligated to repay, but has not repaid nor authorized the City to repay on his behalf.

SECTION 5.132 OUTSIDE EMPLOYMENT

Compensation for personal services other than the amount of compensation he was receiving from any other employment which he had at the time he last worked for the City and which he would have continued to receive had he continued to work for the City during the period covered by the claim. Wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the City during each corresponding week of the period covered by the claim, shall not be deducted.

5.140 GRIEVANCE NOT FILED WITHIN TIME LIMIT

Grievances not presented within ten (10) days after the facts or circumstances giving rise to such grievance occurred within ten (10) working days after it would have been possible for the aggrieved party or the Union to have become acquainted with such facts or circumstances shall not be considered. Any grievance affecting the financial status of any employee which is settled in favor of the employee shall be retroactive to a date not earlier than that date on which the grievance is presented to the City in Step 1 of this procedure, except in discharge or disciplinary lay off and in cases where an employee files a grievance within five (5) working days from the date he became aware of the basis for such grievance. In such latter event, the question of or extent of any retroactivity on each settlement in favor of an employee shall be based on the facts and merits of each case.

ARTICLE 6 SENIORITY

SECTION 6.10 DEFINITIONS OF SENIORITY

Seniority for all purposes under this Agreement shall be measured from the employee's last date of hire within the City and as a member of the Union possible adjustments pursuant to the terms of this Article.

SECTION 6.20 PROBATIONARY PERIOD

Newly hired employees will be probationary employees until they have been on the active payroll for 275 calendar days of regular, full-time employment, the purpose being to provide an opportunity for the City to determine whether the new employee has the ability and other necessary attributes to qualify that employee as a regular Fire Fighter. The probationary period may be extended in individual cases up to an additional thirty (30) calendar days by agreement between the Union committee and the Chief. The termination or lay off of a probationary employee may not be used as the basis of a grievance.

SECTION 6.21 NO SENIORITY ON PROBATION

During such probationary period the new employee shall have no seniority; however, upon satisfactorily completing the 275 calendar days probationary period the new employee shall be placed on the seniority list as of date 275 calendar days prior to the date on which the probationary period was completed. If additional probationary time is agreed to between the parties, and the employee acquires seniority, his date of hire shall be adjusted accordingly.

SECTION 6.30 COMPUTATION OF SENIORITY

The seniority dates of all seniority (non-probationary) employees within the Union on the effective date of this Agreement has been agreed upon by the parties as shown on the seniority list dated December 31, 1974 signed by the parties. Such seniority dates will remain unchanged except as they may be affected by the terms of this or any subsequent collective bargaining agreement. Relative seniority of employees who have the same seniority date shall be determined by the employee eligibility list.

SECTION 6.40 SENIORITY RECORDS

The City Administrator will maintain a current seniority list and will, once each year, provide a copy of such list to the Union and shall, each month provide the Union office a list indicating the names of employees who have been separated from or added to the payroll.

SECTION 6.50 SENIORITY IN DETERMINING LAY OFFS AND RECALL

The use of seniority on the part of an employee for any purpose set out in this section will be contingent upon the employee's being capable of performing the work required. "Capable of performing" as the term is used in this Agreement shall "mean that an employee must be able to satisfactorily perform all requirements of the job without instruction."

SECTION 6.51 LEAVE OF ABSENCE AND VACATIONS

Employees on authorized leaves of absence and vacations shall continue to accumulate seniority.

SECTION 6.52 LAY OFFS

Employees on lay off shall continue to accumulate seniority equal to the seniority at the time of the lay off.

SECTION 6.53 RECALL

The City may require a medical or psychological examination for a recalled employee by an examiner duly licensed by any governmental entity selected and paid for by the City at such time as the City shall deem necessary for the safety and welfare of the residents of the City and the employee involved. If the results of the examination would affect the employee's ability to work, then the employee can have a second opinion at his expense by an examiner duly licensed by any governmental entity of his own choice. If there is a difference of opinion by the first two examines, the employee may be examined by an examiner duly licensed by any governmental entity mutually agreeable to the City and the Union. The expense of the third examination shall be shared equally by the City and the employee. An employee will have been properly recalled to work when notification of such recall has been given in person to an adult member of the employee's immediate family at the employee's last residence on record at the Fire Department or when notification is sent either by certified mail to the employee's last address on record at the Fire Department.

SECTION 6.54 NOTIFICATION FOR LAY OFF/RECALL

In all cases covered by this, or other Articles of the contract, in which notification is required, the City Administrator shall be entitled to rely upon an employee's last address and phone number shown upon its records and the rights of the employee involved shall not be preserved because of his failure to receive such notice, if such failure is due to his not having notified the City in writing of his correct address or phone number.

SECTION 6.60 LOSS OF SENIORITY

An employee shall lose all his seniority, shall be removed from the seniority list, and shall cease to be an employee if:

SECTION 6.61 QUILTS

He terminates his employment with the City.

SECTION 6.62 DISCHARGED

He is discharged for just cause.

SECTION 6.63 FAILURE TO RESPOND TO RECALL

When recalled from lay off, in accordance with the terms of Section 6.53 and 6.54, he fails to do either of the following:

- (a) Notify the Chief within three (3) work days after notification of recall that he will

report back to work, or

- (b) Return to work within forty-eight (48) hours after notification of recall or on the day he said he would return (which day must not be later than five (5) work days after notification of recall).

SECTION 6.64 NOT RECALLED WITHIN TIME PERIOD

He is placed on lay off and is not recalled within a period equal to his seniority on the date on which he was placed on lay off.

SECTION 6.65 RETIRED

He is retired with or without permission.

SECTION 6.66 ABSENT WITHOUT REPORTING

He is absent for three (3) consecutive work days without reporting such absences.

SECTION 6.67 OVERSTAYS LEAVE

He overstays any leave of absence granted by the City Administrator.

SECTION 6.68 EMPLOYMENT ELSEWHERE WHILE ON LEAVE

Working at other employment while on leave of absence or sick leave without permission of City Administrator.

SECTION 6.70 LAY OFF

It is agreed that if the City Administrator decreases the number of employees in a classification, they shall be laid off on the basis on seniority, insofar as is consistent with the employee's abilities to perform the available work.

SECTION 6.71 PROBATIONARY LAY OFFS

Probationary employees shall be laid off first

SECTION 6.72 NON PROBATIONARY EMPLOYEE LAY OFFS

Non probationary employees, with the employee with the least seniority to be first laid off.

ARTICLE 7 HOURS, HOLIDAY AND PREMIUM PAY

SECTION 7.10 HOURS

The average work week shall be 54 hours or an average of 216 hours every 28 days. The City, in its sole discretion, may change its schedule to provide up to an average of 224 hours of work every 28 days, but prior to making any such changes, the City agrees to meet with the Union and discuss the reasons for the City's action. For purposes of the COD day off which employees receive every third 28-day cycle, each employee will, during the preceding cycle, submit to the Fire Chief the preferred day on which the employee wishes to use his COD day off; if the Fire Chief for valid reason rejects the preferred day

submitted, the employee will submit his next preferred date for using his COD day off, and so on. Seniority shall prevail in employee selections of preferred dates for use of COD days off.

SECTION 7.20 DAY DEFINED

For purposes of this Agreement, a day shall be a twenty-four (24) hour period beginning with the starting time of the established shift of the employee concerned.

SECTION 7.30 PAID HOLIDAYS

The following eleven (11) days are recognized as paid holidays:

- New Year's Day
- Memorial Day
- Labor Day
- Veteran's Day
- Christmas Day
- St. Patrick's Day
- Good Friday
- Independence Day
- Columbus Day
- Thanksgiving Day
- Washington's Birthday

SECTION 7.40 COMPUTATION OF HOLIDAY PAY

Holiday pay shall be computed as twelve (12) times an eligible employee's straight time hourly rate. To be eligible for holiday pay an employee:

SECTION 7.41 WORKED IMMEDIATELY PRECEDING & AFTER

Shall have worked the scheduled work day immediately preceding the holiday and such day immediately following the holiday, unless on authorized leave or excused by the Chief.

SECTION 7.42 WORKED AS SCHEDULED

Shall have worked on such holiday if scheduled, in which case such eligible employee shall be compensated at straight time for the hours of work performed in addition to holiday pay.

SECTION 7.50 OVERTIME

The Chief, or his designee, will determine if and when it may be necessary to schedule overtime work. Such work shall be offered as equitably as possible among employees who normally perform the work required. Assignment of overtime will be made on a rotating basis, within a shift. An employee who in fact fails to work after having been scheduled to work will be charged with the number of hours of pay concerned. Effective upon mutual ratification, compensatory time in lieu of regular overtime pay shall be eliminated. All overtime work shall be compensated at the time and one-half rate.

SECTION 7.60 SCHOOLING AND TRAINING

Approved job related schooling and training programs will be posted on the bulletin boards by the Chief. Those employees desiring to attend such programs will inform the Chief of such desire, and in the event that the number of applicants is limited, the selection of those who may attend shall be made by the Chief based on the individual's ability and the value of the training to the department and that individual. There will be no payment made to employees for time spent in schools on a voluntary

basis unless previously approved by the Chief. However, meals, and mileage will be paid in accordance with the then current City Policy. If the Chief directs an employee to attend a school or training program, the City will pay the regular hourly rate for time spent in class on those days the employee is not scheduled to work.

SECTION 7.70 NEW ASSIGNMENT OR EMERGENCY

Minimum guaranteed overtime when an employee is called in for new assignment or emergency shall be one (1) hour. In situations where an employee stays over to complete work initiated by him, he will be paid overtime only for the actual hours worked.

SECTION 7.80 MECHANICAL WORK

Major mechanical work (excluding removal of engines or pumps and body work) on apparatus or other equipment will be performed as directed by Chief.

SECTION 7.90 INSPECTION & ROUTINE MAINTENANCE

All employees will perform weekly and monthly apparatus equipment inspection, and routine apparatus maintenance.

SECTION 7.100 QUALIFIED EMPLOYEES

Employees qualified to perform skilled trades work may be requested to perform such work by the Chief, with the understanding that the employee may refuse, if he considers himself unqualified.

ARTICLE 8 VACATIONS

SECTION 8.10 EARNED VACATION

The amount of vacation shall be determined as follows (first meeting the requirement set forth below):

- (a) After the first year of service -
Three (3) 24-hour days for 24-hour employees;
Five (5) 8-hour days for 8-hour employees.
- (b) After the second year of service -
Six (6) 24-hour days for 24-hour employees;
Ten (10) 8-hour days for 8-hour employees.
- (c) After the eighth year of service -
Nine (9) 24-hour days for 24-hour employees;
Fifteen (15) 8-hour days for 8-hour employees.
- (d) One additional day (24-hour or 8-hour, as applicable) vacation with pay earned for each year after completing 10 years of service with a maximum of fifteen (15) 24-hour days or twenty-five (25) 8-hour days.

SECTION 8.20 ELIGIBILITY FOR VACATION

To be eligible for a vacation in any current year, employees must have completed sixty-seven, twenty-four hour work days (equivalent to two hundred, eight hour work days) in the previous calendar year with earned vacation and paid sick leave included.

SECTION 8.30 VACATION SCHEDULING

Earned vacations will be scheduled between January 1 and December 31, with the approval of the Chief. Members will be allowed to pick vacations in advance based on seniority. 24-hour members will be allowed to pick blocks of two (2) to six (6) consecutive work days. Single day vacation picks shall not be allowed until all members have had the opportunity to pick their vacation blocks.

SECTION 8.40 VACATION PAY UPON RETIREMENT

The above qualifications must be met for an employee to be eligible for vacation pay at the time of retirement.

SECTION 8.50 DEATH

If an employee who would have been eligible for vacation under this Article dies on or after the completion of his year of service before he takes his vacation, the vacation pay to which he would have been entitled will be paid to the person entitled to receive his pay.

ARTICLE 9 FUNERAL LEAVE

SECTION 9.10 IMMEDIATE FAMILY DEFINED

Whenever a death occurs in an employee's immediate family, the employee shall, upon notification, be excused from his regularly scheduled work shift that day and for two days, provided that he otherwise would have been scheduled to work on those days, one of which shall be the day of the funeral. An employee's immediate family shall be considered as:

Spouse	Son	Daughter	Father
Step-Father	Mother	Step-Mother	Sister
Brother	Father-n-Law	Mother-n-Law	Step-Sister
Step-Brother	Brother-n-Law	Sister-n-Law	Grandchild
Grandparents			

SECTION 9.20 FUNERAL LEAVE

After making written application therefore, the employee shall receive pay for any scheduled hours of work up to twenty-four (24) per day, at the basic hourly rate (excluding overtime premium), for which he is excused excluding days off, provided that he provides satisfactory evidence to the Chief of death and relationship.

ARTICLE 10 SICK LEAVE

SECTION 10.10 SICK LEAVE ACCUMULATION

A new employee will receive 72 hours of sick leave after completing 3 months of continuous employment during the first year of employment. After his first year anniversary date, he shall accumulate fourteen (14) hours per month until a total time of 1566 hours (29 weeks) has been accumulated. Not less than twelve (12) hours sick leave time will be charged for time used or the actual hours used over twelve (12).

SECTION 10.20 RETIREMENT

Any employee leaving the service of the City through retirement shall be paid for unused sick leave which the employee has accumulated after July 31, 1975 up to a maximum accumulated credit of 1566 hours (29 weeks) at the time of his retirement at the rate of one-half (½) pay for each unused accumulated sick leave hour. Such payment shall be at the employee's regular straight time hourly rate in effect on the date of retirement. Such lump sum payment shall not be used in determining the employee's annual wage for the purpose of computing pension benefits. Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, shall be paid in one lump sum for unused sick leave accumulated after July 31, 1975 which the employee had at the time of his death up to as maximum accumulated credit of 1566 hours at the rate of one-half (½) pay for each unused accumulated sick leave hour. Such payment shall be at the employee's regular straight time hourly rate at the time of death. Such lump sum payment shall not be used in determining the employee's annual wage for the purpose of computing pension benefits.

SECTION 10.30 SICK LEAVE BANK

An employee shall have deducted from unused sick leave accumulated prior to July-31, 1975, current sick leave time until his bank of unused sick leave days accumulated before July 31, 1975 has become depleted. At that point all sick leave time will be deducted from his bank of sick leave days that may have been accumulated since July 31, 1975.

ARTICLE 11 LEAVE OF ABSENCE

SECTION 11.10 MILITARY LEAVE

Military leave will be granted in accordance with State and Federal Law. An eligible employee shall receive the difference between military pay and straight time pay for all time lost from work when required to perform reserve or national guard duty on submission of his military pay voucher.

SECTION 11.20 EXPIRED SICK LEAVE

An injured or sick member whose accumulated sick leave has been expired shall be carried on leave of absence for a period equal to his length of service, but not exceeding two years including his sick leave. Before an employee can return to work under the terms of this Article, he must submit to a physical examination by a competent medical authority selected and paid by the City and certified by the examining physician as being physically and mentally able to return to active duty. Sick time for which worker's compensation is paid shall not be deducted from sick leave days.

SECTION 11.30 OTHER LEAVE

Other leave requests shall be referred to the City Administrator for his consideration.

ARTICLE 12 PENSIONS

SECTION 12.10 PENSION BENEFITS

Pension benefits shall remain as established by the City of Niles Ordinance 206, as amended, and identified as City of Niles Retirement Plan B (Police and Fire Department). The City shall not restrict the ability to work past the age of 55. Upon retirement at age 55, the City will pay the retiree a \$5,000 payment. For employees retiring after June 1, 1992, the pension formula shall be as follows, notwithstanding any contrary ordinance provision: 2.3% of his/her average monthly compensations multiplied by the number of years of service earned for the first 25 years of service, then 1% of the average monthly compensation per year of credited service earned for years of service thereafter.

SECTION 12.20 MILITARY BUY BACK

Current employees only may elect to purchase up to two years of military time, and receive full service credit for pension purposes therefore, by paying 5% of their gross annual earnings at the time of retirement for each year purchased (i.e. total of 10% if purchasing two years).

ARTICLE 13 INSURANCE

SECTION 13.10 LIFE INSURANCE BENEFITS

Life insurance benefits and Accidental Death and Dismemberment Insurance is \$20,000. Insurance benefits shall remain as they existed at the time of execution of this Agreement; except as follows: effective following mutual ratification, each employee shall contribute \$10.00 per month toward the cost of his/her health insurance; if the employee elects coverage for spouse/eligible dependents, the employee shall contribute \$20.00 per month toward the cost of said coverage.

SECTION 13.11 DOCTOR VISITS TO HOSPITALS

Doctor visits in hospital benefits shall be \$35.00

SECTION 13.12 DENTAL

A dental insurance program shall continue and be paid by the City. The program shall have a maximum benefit of \$1,000.00 per year as provided in the policy.

SECTION 13.13 PRESCRIPTION DRUGS

A prescription drug insurance program with a three dollar (\$3.00) deductible to be paid by the City.

SECTION 13.14 PREGNANCY

The hospital cost for pregnancy shall be paid on the same basis as an illness or injury requiring hospitalization.

SECTION 13.15 PRECERTIFICATION

Require precertification for non-emergency surgery and hospital admissions on any inpatient or outpatient basis and 48 hour call-in period for emergency admissions, with \$100 penalty to begin with at 6/1/95. Change to a 24 hour call-in period for emergency admissions and change penalty to one day's stay for inpatient care, 20% reduction for outpatient care costs beginning 6/1/95.

SECTION 13.16 HOSPITAL AND PHYSICIAN BENEFITS

Effective June 1, 1995, change the current hospital and physician benefits to be under Major Medical, thereby subject to deductibles and co-pays.

SECTION 13.17 DEDUCTIBLES

Effective June 1, 1995, increase deductible to \$200 per person, \$600 family with out-of-pocket maximum of \$750 and \$2,250 respectively (excluding deductibles). Effective June 1, 1996 increase deductible to \$250 per person, \$750 per family with an out-of-pocket maximum of \$1,000 and \$3,000 respectively (excluding deductibles).

SECTION 13.18 SUMMARY OF BENEFITS

Medical and dental insurance benefits shall be as summarized in the City of Niles employee benefit booklet as updated effective June 1, 1995.

SECTION 13.20 EMPLOYEES ON MEDICAL LEAVE

Employees on medical leave of absence shall continue to have their life and health insurance paid by the City for a period of three (3) months beyond exhaustion of accumulated paid sick leave or termination of any supplemental compensation from the City for employees receiving Worker's Disability Compensation benefits. Employees on other leaves of absence lasting longer than two (2) weeks shall reimburse the City in advance for the cost of maintaining their insurance in effect.

SECTION 13.30 RETIREE INSURANCE

Employees who retire on or after age 55 shall have their health insurance paid, until they are eligible for Medicare unless the employee is employed elsewhere and has coverage provided through the other employer. Effective for employees retiring after October 1, 1992, the retiree shall contribute the same amount of money towards the monthly premium on said insurance as employees were paying for single coverage at the time of his/her retirement.

SECTION 13.40 INSURANCE AT EMPLOYEE'S EXPENSE

As long as a person is an employee on an unpaid leave, a laid off employee, or retiree (present or future) of the City he/she may purchase regular City insurance to cover himself or his dependent at his/her own expense.

ARTICLE 14 LONGEVITY INCREASES

SECTION 14.10 PAY INCREASE SCHEDULE

Each full-time employee who has completed at least five (5) years of seniority will receive a longevity pay increase on the following basis:

<u>Years of Seniority</u>	<u>Percentage of Base Salary</u>
5 but less than 10 years	2%
10 but less than 15 years	4%
15 but less than 20 years	6%
20 but less than 25 years	8%
25 years or more	10%

ARTICLE 15 WAGES

SECTION 15.10 PAY DAY

The City will continue the present procedure of paying wages every other week.

SECTION 15.20 STARTING WAGE RATES

The starting wage rate for a probationary Fire Fighter and rates for the succeeding four years shall be as follows:

FIRE FIGHTERS	Effective 10/1/94	Effective 10/1/95	Effective 10/1/96
Starting	\$19,281.60	\$19,860.05	\$20,455.85
After 1 year	\$21,964.51	\$22,623.45	\$23,302.15
After 2 years	\$24,647.44	\$25,386.86	\$26,148.47
After 3 years	\$27,330.35	\$28,150.26	\$28,994.77
After 4 years	\$30,013.26	\$30,913.66	\$31,841.07
5 years & over	Full pay as set forth in Section 15.30 below		

[N.B. - The above wage scale shall apply to current fire fighter employees effective upon ratification, as well as to new hires.]

SECTION 15.30 WAGE RATES

The wage rates shown below shall be in effect during the term of this Agreement.

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u> <u>10/1/94</u>	<u>EFFECTIVE</u> <u>10/1/95</u>	<u>EFFECTIVE</u> <u>10/1/96</u>
Lieutenant	\$35,884.60	\$36,961.14	\$38,069.97
Lieutenant-Inspector	\$37,598.09	\$38,726.03	\$39,887.81
-Code Inspector			
Driver	\$33,057.15	\$34,048.86	\$35,070.33
Fire Fighter	\$32,696.20	\$33,677.09	\$34,687.40

SECTION 15.40 ACTING RANK PAY

An employee temporarily assigned or required to accept the responsibilities or duties of a position above that which he normally holds, for four (4) hours or more, shall be paid at the rate of pay for the job to which he is transferred or assigned. All other references to wages contained in the Collective Bargaining Agreement, other agreements between the parties, the City Charter, City Ordinances or elsewhere shall be amended accordingly. Notwithstanding the foregoing, when a Fire Fighter employee who is at less than full Fire Fighter pay serves in an acting capacity, his acting pay shall be a percentage increase equal to the percentage difference between the wage of the rank in which he is acting and the wage rate of a full-paid Fire Fighter. Said percentage difference to be applied to the employee's own rate of pay at the time of acting.

ARTICLE 16 MISCELLANEOUS

SECTION 16.10 CITY AGREEMENT

Notwithstanding any other provisions of this contract, the City agrees to the following:

SECTION 16.11 OUTSIDE ACTIVITIES

Special parties and functions sponsored by business and industry which require a Fireman in attendance, will be worked by an off-duty Fireman and he shall be paid at a rate of time and one-half by the sponsors of the event. The hourly rate for such pay shall be computed by dividing the Fireman's annual salary by 2080 hours.

SECTION 16.20 RESIDE WITHIN CITY

(1) EMPLOYEES AS OF 1976

An employee who was a full-time Fire Fighter as of January 12, 1976 shall:

- (a) If he/she resided outside the City prior to that date, be allowed to continue to reside outside the City; or

- (b) If he/she owned property outside the City prior to that date be allowed to move his/her residence to that property.

- (c) Any employee may reside one mile outside the City limits or further, based on the need as approved by the City Administrator.

(2) EMPLOYEES AFTER 1976

Any employee may reside one mile outside the City Limits or further based on need as approved by the City Administrator.

SECTION 16.30 COPY OF AGREEMENT

The employer shall provide a copy of this Agreement for Union members.

SECTION 16.40 POLICY AND PROCEDURES

The employer shall have the right to amend, supplement or add to its policies and procedures during the term of this Agreement, provided, however, the Employer shall notify the Union or any such amendments, supplements or additions at least (20) calendar days in advance of their effective date unless such amendments, supplements, or additions require immediate implementation due to an emergency, in which case the twenty (20) calendar day advance notice will not apply. Such policies and procedures shall be reasonable and shall relate to the proper performance of an employee's duties. Should the Union determine that any policy or procedure is unreasonable, the recourse shall be through the Grievance Procedure as set forth in this Agreement.

SECTION 16.41 EXISTING POLICIES AND PROCEDURES

Any existing policies and procedures, rules, regulations shall remain in effect until superseded through the procedure outlined in Section 16.40. The members of the Union shall remain accountable for the existing policies, procedures, rules, regulations, general orders and special order as per past practices.

SECTION 16.50 GENERAL AND SPECIAL ORDER MANUAL

The Employer shall furnish to each member of the Union a full and complete set of all rules, regulations, policies and procedures in a binder. Employees shall be responsible for maintaining and keeping current at all times the binder and contents or be subject to disciplinary actions. Any member of the Union not receiving the rules, regulations, policies and procedures shall not be held accountable for their contents.

SECTION 16.60 GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

SECTION 16.70 ADDENDUM

If at any time the City and Union reach an understanding or Clarification of the Agreement it shall be added to the Agreement as an "Addendum of Understanding".

SECTION 16.80 MEAL ALLOWANCE

Effective October 1, 1988, for each duty day actually worked (i.e. 24 hour shift), the City shall pay each employee \$4.20 as a food reimbursement allowance. Said payment to be made in a lump sum payable each December 1.

SECTION 16.90 PHYSICAL FITNESS

On or before January 1, 1988, the parties shall form a committee composed of three representatives of the Union and three representatives of the City. This committee shall be charged with jointly selecting a standardized physical fitness test for new hires (employees hired after June 1, 1988). After the committee has agreed upon the test to be used, the parties shall draft language patterned after Section 12.17 of the Niles Police Officers contract, to become part of the Collective Bargaining Agreement.

ARTICLE 17 PROMOTION

SECTION 17.10 PROMOTIONS

Promotions to Driver and Sergeant shall be by department seniority.

All other promotions shall be filled with the top ranking person on the eligibility list for the specific position.

The placement on said eligibility list shall be determined by participation in a written examination, specific to said position, and participation in an oral interview examination conducted by three (3) knowledgeable and impartial fire service persons.

Promotional eligibility lists shall be established for a 2-year period, unless said list is exhausted before the 2-year period expires.

The written and oral interview examinations shall constitute 50% each of the procedure, wherein the written and the interview scores attained shall be credited at ½ the actual score for each, then added together, to arrive at the final composite score. The maximum possible score for the written examinations is 100 points, and the maximum possible score for the oral interview examination is 100 points.

Eligibility for promotion to Lieutenant and Fire Marshall is five (5) years or more service on the Fire Department as of the written examination date.

In the event of unusual circumstances regarding promotions, the Union and the City may negotiate procedures to resolve the circumstances in that specific situation.

ARTICLE 18 CONTRACT VALIDITY

SECTION 18.10 VALIDITY

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.

SECTION 18.20 FEDERAL & STATE LAWS APPLICABLE

This Agreement is subject to all applicable State and Federal Laws. Any rules and regulations issued pursuant thereto which are conflicting with the provisions of this Agreement will be mutually reviewed by the parties.

ARTICLE 19 MANPOWER

SECTION 19.10 MANPOWER

The City will maintain a minimum of three (3) full-time (24 hours) fire employees on duty at all times. The only exception to maintaining this minimum shall be if the City has made every effort to contact all off-duty full-time (24 hour) fire employees, and those employees cannot be reached or decline the overtime work offered to them.

SECTION 19.20 CAPTAIN'S POSITION

It is agreed by the parties that the City will not fill vacancies in the Captain rank, but rather will replace Captains with Lieutenants. The parties further agree that the wage rate for Lieutenants shall be raised by one-half the differential between the Lieutenants and Captain wage rate. These changes are to be effected immediately.

SECTION 19.30 USE OF VOLUNTEERS

The following agreement is entered into this 22nd day of March, 1982, between the City of Niles, hereinafter collectively referred to as the "City", and Local 2317 of the International Association of Fire Fighters, hereinafter referred to as the "Union". It is the intent and purpose of this agreement to resolve a dispute between the parties concerning the City's use of volunteers to perform firefighting functions and the City's reduction of manpower in the Fire Department which has led to layoffs.

NOW THEREFORE, it is hereby agreed:

1. The City will not layoff any member of the bargaining unit for the duration of this agreement, but that the City can reduce the size of the bargaining unit through normal attrition.
2. That the Union and its members, for the duration of this agreement, will not object to the utilization of volunteer fire fighters and in fact will train the volunteer fire fighters and work in good faith toward successfully implementing the program.

3. That the nature of the services performed by the members of this bargaining unit and the hazards relating thereto make it mandatory that, for safety reasons, the City maintain a minimum standard of full-time personnel. Such standard shall be determined from time to time by the City after consultation with the Union.

This agreement shall be effective from March 22, 1982, and shall remain in full force and effect through March 22, 1991. This agreement shall continue in effect for consecutive yearly periods after March 22, 1991, unless notice is given, in writing, by either the Union or the City to the other party at least sixty (60) days prior to March 22, 1991, or any anniversary date thereafter, of its desire to modify, amend or terminate this agreement. It is understood by the parties that if such notice is given, that the Union reserves the right to challenge the City's continued use of volunteers to perform work traditionally performed by members of this bargaining unit.

SECTION 20 DURATION

SECTION 20.10 ACKNOWLEDGEMENT OF RIGHTS

The City and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to changes in subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to; or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

SECTION 20.20 DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until October 1, 1997 (herein called "anniversary date") and from year to year thereafter, unless by written notice given 90 days prior to the first mentioned anniversary date or 90 days prior to the anniversary date in any year thereafter, either party notifies the other of its desire to terminate the Agreement and thereupon the Agreement shall terminate as of the anniversary date next succeeding the date on which the notice was given. Either party may notify the other 90 days prior to the first mentioned anniversary date or 90 days prior to the anniversary date in any year thereafter, of its desire to amend the Agreement, in which event the notice shall set forth in writing the nature of the amendments desired. If the parties are unable to agree upon the purposed amendment, or amendments, on or before the anniversary date in any year, or within such extended time as may be mutually agreed on, the contract shall then expire unless the party or parties proposing the amendment or amendments withdraws them. Any amendments that are agreed upon may become and be a part of the

Agreement without modifying or changing any of the other terms of the Agreement.

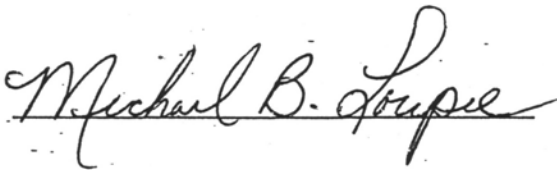
SECTION 20.30 CANCELLATION OF PREVIOUS AGREEMENTS

This Agreement supersedes all other agreements, whether written or oral, between the parties except that all written and oral agreement between the parties, in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement unless such agreements modify or abridge or conflict with the terms of this Agreement, in which cases such agreements are hereby canceled. The parties agree that the agreement on the use of volunteers entered into on March 22, 1982 does not conflict with this Agreement.

SECTION 20.40 ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

**FOR THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL NO. 2317**



**FOR THE
CITY OF NILES**

