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6/30/99

AGREEMENT
BETWEEN
CITY OF PORTAGE
AND
LOCAL NO. 1467
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Portage Firefighters Association, AFL-CIO
Effective July 1, 1996 through June 30, 1999

Portage, City of

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A G R E E M E N T

THIS AGREEMENT entered into this 1st day of July, 1996, by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer," and LOCAL NO. 1467 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the PORTAGE FIREFIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union."

W I T N E S S E T H:

The general purposes of this Agreement are to set forth the salaries, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union, and the community. Recognizing that the interests of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for its full-time uniformed employees in the Fire Department, excluding the Fire Chief, and Deputy Fire Chief, and agrees that it will not enter into any agreements with its firefighters, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 2: The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or nonmembership in the Union.

Section 3: Employees who, as of the date of execution of this Agreement have completed their probationary period and are members of the Union, shall, as a condition of continued employment either remain members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members. Employees hired, rehired, reinstated or transferred into the bargaining

unit after the effective date of this Agreement shall on or before thirty-one (31) days from date of hire, rehire, or transfer into the bargaining unit, whichever is the latter, become members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members as a condition of continued employment.

Section 4: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

- (a) The Union shall have the right to elect or designate one (1) steward and one (1) alternate per platoon.
- (b) The Union shall inform the Employer in writing as to who has been appointed or elected stewards for the bargaining unit.
- (c) The Union shall be represented by a grievance committee all members of which shall have completed their probationary period. The Union shall advise the City in writing of the names of the members of this committee.
- (d) The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Chief. Such permission will not be unreasonably denied.
- (e) The union steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.
- (f) Representatives of the International Union who wish to conduct business with an on-duty employee will be permitted to do so for a reasonable length of time provided that the conduct of such business does not interfere with the performance of such employee's work and provided permission is first obtained from the Fire Chief or in his absence the chief officer on duty.

Section 5: Whenever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 6: For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the Employer will deduct from their pay each month the monthly dues as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the Local Union. The Union agrees to indemnify and save the Employer harmless from and against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or

by reason of the Employer's compliance with the provisions of this Section.

Section 7: Whenever the words are used in this Contract "Calendar Day" shall be defined as those days which are between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

ARTICLE II - MANAGEMENT RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees are vested solely and exclusively in the Employer.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: For the purpose of this Agreement, the term "grievance" means any dispute with respect to the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

FIRST STEP: An employee who believes he has a grievance must submit his complaint orally to the Deputy Chief in charge of operations within three (3) calendar days after he has knowledge or when he becomes aware of the event upon which the complaint is based. The Deputy Fire Chief shall give the employee a verbal answer within two (2) calendar days after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall be reduced to writing.

SECOND STEP: An employee's grievance shall be submitted in triplicate in writing to the Fire Chief. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Fire Chief within seven (7) calendar days after the occurrence of the event upon which said grievance is based or when the employee becomes aware of the facts upon which it is based. The Fire Chief shall give a written answer to the aggrieved employee within five (5) calendar days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

THIRD STEP: If the grievance is not settled in the Second Step and if it is to be appealed to the Third Step, the grievant or the Union's grievance representative shall notify the City Manager in writing within two (2) calendar days after receipt of the Second Step answer of the desire to appeal. If such request is made, the City Manager and/or someone designated by him shall meet with the grievant and the Union's representative within seven (7) calendar days after receipt by the Employer of the notice of desire to appeal to discuss the grievance. A written Third Step answer shall be given to the

Union representative within fifteen (15) calendar days after such meeting. If the answer is mutually satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

FOURTH STEP: If the grievance has not been settled in the Third Step either party may submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt of Employer's third step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal by the Union of such grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provision contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union. The wages and expenses of witnesses and representatives of the Employer shall be borne by the Employer and the wages and expenses of witnesses and representatives of the Union shall be borne by the Union.

Section 2: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Employer or the Union fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be automatically referred to the next step in the grievance procedure; provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 3: Grievances on behalf of a majority of the unit shall be filed by the Chairman of the Union's Grievance Committee or, in his absence, any member of the Union's Executive Board.

Section 4: The Employer shall be promptly informed in writing as to the membership of the Union's grievance representatives and any changes therein.

Section 5: The Union representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent while attending grievance meetings as provided for in the grievance procedure. The Unit may select not to exceed two (2) members of the grievance committee to attend any meeting with the Employer for the purpose of processing grievances as was the practice at the beginning of the agreement.

ARTICLE IV - SUSPENSION AND DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Union shall receive a written reprimand, be suspended from work for disciplinary reasons, or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension, discharge, or written reprimand shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Employer at Step Two within five (5) calendar days after notification of such discharge or suspension.

- (a) The Employer agrees to promptly notify in writing, the President of the Union (or, in his absence, any member of the Union's Grievance Committee) of such suspension or discharge.
- (b) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with a committeeman who is readily available before being required to leave the property of the Employer.
- (c) It is understood and agreed that when an employee files a grievance with respect to a written reprimand, a suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 2: In the event it should be decided under the grievance procedure that the employee has unjustly received a written reprimand, is suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 3: Upon conclusion of an investigation involving possible discipline, the employee shall be notified of discipline to be administered, if any. If said discipline involves a disciplinary suspension, said suspension shall begin within 28 calendar days immediately following the notification of discipline. If the suspension exceeds one working day, the days shall be served concurrently.

ARTICLE V - SENIORITY

Section 1: Seniority shall be defined as an employee's length of full time continuous service with the department since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work to the Fire Department at the instruction of the Employer since which he

has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2: All new full time employees hired, assigned or transferred to the Fire Department shall be probationary employees until they have actually worked no less than twelve (12) consecutive months but not more than eighteen (18) consecutive months of employment with the department. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular full time employee status. During the probationary period, the employee shall have no seniority status and may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service, and without recourse to the grievance procedure. Upon successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: New employees assigned to firefighting duties shall be assigned to 40 hour firefighting duty during the first month of employment to familiarize employees with department policy, procedures and equipment.

Section 4: The Employer will maintain an up-to-date seniority list, a copy of which will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list with the employee with the highest score on the pre-employment written examination listed first.

Section 5: An employee's seniority shall terminate:

- (a) If he quits, retires, or is discharged, which discharge is not reversed through the grievance procedure.
- (b) If, following a layoff for lack of work or funds, he fails to notify the Employer of his intention to return to work within ten (10) calendar days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or, having notified the Employer of his intent to return he fails to do so within thirty (30) calendar days after such notice is sent.
- (c) When he has been laid off for lack of work or funds for a period in excess of twelve (12) consecutive months.

- (d) If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence.

Section 6: When, because of lack of work or funds, it is necessary to reduce the number of firefighting employees, probationary employees will be laid off first. Thereafter, employees will be laid off in accordance with their seniority and recalled, following a layoff for lack of work or funds, on the same basis.

ARTICLE VI - SICK LEAVE AND LONG-TERM DISABILITY

Section 1: Upon ratification, the Employer shall provide, at its sole expense, a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's salary (calculated as of the time of the disability), with such disability payments commencing not later than eighteen (18) weeks after the date of such disability. Said policy shall further provide that the provisions for two-thirds (2/3) of income, as set forth above, shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment.

Section 2: Upon completion of six (6) months of continuous employment, regular full-time traditional shift employees will be credited with 72 hours of sick leave and thereafter will accumulate paid sick leave credits on the basis of twelve (12) hours per month up to a maximum of one thousand two hundred (1,200) hours.

- (a) Regular, full-time employees working on a forty (40) hour per week basis, shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of 1,200 hours.

Section 3: In order to qualify for sick leave payments, the employee must report to the Fire Chief or someone by him designated one (1) hour before his normal starting time on the first day of absence unless, in the judgment of the Chief, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- (a) In order to qualify for sick leave payments in excess of two (2) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.
- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissed depending upon the circumstances involved.

Section 4: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's absence from work is due to a duty or non-duty illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs.
- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers' Compensation Act, he shall be paid the net difference between what the employee receives in workers' compensation benefits and what he normally would have been paid for the time necessarily lost from his regularly scheduled duty days due to such illness or injury, for a period not to exceed twenty six (26) weeks in any 12 month rolling period. It is understood that the employee's sick leave accrual will be frozen during the time period in which the employee is receiving such supplement. After such 26 week period the employee will be entitled to utilize his unused paid sick leave credits to make up the net difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received in his own classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on a twenty-four (24) hour per day basis.

Section 5: Whenever sick leave payments are made under this article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 6: When an employee has used all of his accumulated sick leave and accrued vacation time and continues to remain on the sick list, and payments are not yet due under the long-term disability policy, other employees, with the prior approval of the Fire Chief, may voluntarily work in such employee's place without compensation and without charging the Employer for the time.

Section 7: When an employee meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for only the first one thousand (1,000) hours of sick leave accumulated at the time he ceases to be an employee:

- a. The death of the employee occurs while employed by the City of Portage.
- b. The employee reaches his fiftieth (50) birthday while an employee with the City of Portage.
- c. The employee reaches his 20th anniversary of uninterrupted employment with either the City or Township of Portage.

- d. If it becomes necessary to discontinue employment as a result of an employee becoming disabled and is unable to continue his unrestricted duties as a firefighter.

ARTICLE VII - PHYSICAL FITNESS

Section 1: The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their physical condition. The Employer reserves the right to give a disciplinary layoff without pay or fringe benefits to employees who are not physically fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being reasonable. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness, and if the employee is not adhering to a regimen prescribed by the Employer's doctor to correct such unfitness. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally by the Employer and the employee and his findings shall be binding on the employee, Employer and the Union. In the event such employee wishes to continue his health and life insurance and pension plan, he may do so at this own expense pursuant to the terms of said plan.

Section 2: Employees hired or transferred to the Fire Department after July 1, 1987 shall not be permitted, as a condition of their continued employment, to indulge in the use of any tobacco products or any other smoking materials.

ARTICLE VIII - LEAVES OF ABSENCE

Section 1: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have received as regular pay from the City had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year.

Section 2: A full-time employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective

Service and Training Act and/or any other applicable laws then effective.

Section 3: Employees shall receive straight time pay for each regularly scheduled duty day necessarily lost from work not exceeding one hundred twenty (120) consecutive hours, due to a death in their immediate family. Immediate family shall be defined as current spouse, mother, mother-in-law, father, father-in-law, step-mother, step-father, stepchildren, employee's grandparents, child, brother, sister, brother-in-law and sister-in-law. Under normal circumstances, the funeral leave shall end at 8:00 a.m. the day after the funeral, and shall include the prior 120 hours. However, if normally scheduled for duty on the day following the funeral, the employee shall not be required to return to work the day after the funeral. In no circumstances shall the funeral leave exceed 120 consecutive hours, and to be eligible for such pay the employee must attend the funeral. In no event shall the leave result in more than 72 hours paid leave.

Section 4: Employees who are elected or selected by the Union to accept a full-time assignment with the International Union which assignment takes them away from their employment with the City, shall upon written request by the Union served upon the Employee Development Department of the City at least thirty (30) calendar days prior to the anticipated start of such leave be given a leave of absence without pay or fringe benefits and without loss of seniority for such purpose provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of that assignment whichever is shorter. In the event the employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of the plan.

Section 5: Employees who are elected or selected by the Union to attend functions of the International Union such as conventions, educational conferences and other legitimate Union activities may be allowed time off without pay and without loss of seniority to attend such conventions, educational conferences or other legitimate Union activities provided the Employee Development Department is advised in writing by the Union of such intended absence at least nine (9) calendar days prior to the start thereof and provided further that not more than two (2) will be granted a leave for this purpose at any one (1) time.

Section 6: An employee who has exhausted or does not qualify for sick leave because of illness, accident, or pregnancy or is physically unable to report for work without limitation or restriction shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed two (2) years as follows:

An employee on a medically related absence who wishes to extend his or her full employment status, with benefits, must first utilize all accumulated sick leave and vacation leave. An

employee (who has first exhausted the foregoing, and who, because of illness, accident, or pregnancy remains physically unable to report for work) shall also be given a leave of absence without pay or benefits and without loss of seniority provided he/she promptly notifies the employer of the necessity therefore and provided further that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. Such a medical leave shall expire no later than two years after the first day of any medically related absence exceeding 30 calendar days. The maximum extent of the leave as provided for in this paragraph shall be specified in writing to the employee at the time a request is granted. In the event the employee wishes to continue his/her health and life insurance and pension plan, he/she may do so at his/her own expense pursuant to the terms of said plan.

ARTICLE IX - HOURS OF WORK

Section 1: The normal hours of work for firefighting employees shall be a twenty-four (24) hour shift commencing at 8:00 a.m. and, arranged on an annual basis, shall consist of a fifty-four (54) hour week. In addition, if the Congress of the United States and/or the State of Michigan enacts a law or laws affecting the hours of work, the Employer has the right to set the hours in conformity thereto.

Section 2: All scheduled time worked in excess of the regularly scheduled work week will be paid at time and one half of the employee's then current regular hourly rate of pay (i.e. annual salary divided by 2808 times 1.5). Staff officers (40) shall also be compensated at time and one half the officer's current regular rate of pay for hours worked in excess of the work schedule (i.e. annual salary divided by 2080 times 1.5).

Section 3: The Chief, or his designated representative for the purpose of authorizing overtime payments, will be the determining authority of the necessity for overtime work. 54 hour overtime opportunity shall be first opened to 54 hour employees or line firefighters occupying 40 hour firefighter positions. Overtime under this section shall be paid at the 54 hour rate (i.e. annual salary divided by 2808 times 1.5).

Section 4: When it is necessary for an employee to serve as a Firefighter witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked forty (40) or more hours during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used.

Section 5: The City and Association acknowledge the mutual benefit of providing additional line personnel on duty at peak daytime hours on Mondays through Fridays, and to provide for this need, agree to following provisions regarding forty hour a week firefighters:

- (a) The City will consider authorizing and funding additional firefighters who will be scheduled to work a 40 hour per week schedule. Forty hour firefighters shall be scheduled on Monday through Friday from 8:00 a.m. to 4:00 p.m.
- (b) These additional line firefighter positions will not affect the three platoon, 24 hour shift schedule of other firefighters.
- (c) Monetary and paid leave benefits shall be applied in accordance with the terms of the contract pertaining to other Association 40 hour personnel. For example, vacation accrual will be adjusted to the appropriate schedule on the first day of the payroll period following appointment to this classification.
- (d) If the position is filled with a 54 hour firefighter, extension of vacation accrual will be approved so as to allow the employee to be able to schedule vacation at his/her option consistent with current practice. All vacation will remain subject to approval of the Chief or his/her designate.
- (e) The salary for the firefighters shall be as scheduled in the contract and shall not be prorated based on hours worked. Staff positions including the Training Officer and the Fire Marshall shall not be used to fill in for 54 hour shift positions unless all other options have been exercised.
- (f) Overtime worked as an extension of the 40 hour schedule shall be based on time worked above 40 hours per week determined by dividing the annual rate of pay by 2080. This hourly rate will be paid at 1-1/2 times for hours worked after the scheduled 40 hour week has been worked. Overtime worked as a fill in for a 54 hour employee shall be compensated as prescribed in Article IX, Section 3. Authorized paid leaves are determined to be time worked. For example, a firefighter with an annual salary of \$30,479 who worked his/her Monday through Friday schedule and then worked a 24 hour shift on Saturday would be paid time and on-half for twenty-four hours at the rate of \$16.28 per hour (\$30,479 divided by 2808 times 1.5).
- (g) If the job is filled with a current employee, his/her progression through the salary step schedule shall be the same rate as prescribed by the contract.
- (h) The 40 hour position will be posted when vacant so that any 54 hour firefighter may bid for the position with the appointment based on seniority, capability, and employment history as determined by the Fire Chief. An employee who wished to return to a 54 hour firefighter position shall be able to do so as soon as a 54 hour firefighter position is vacant. If more than one employee wishes to return to a 54 hour

vacant position, the opportunity shall be first offered in seniority sequence according to the most recent seniority list. The opportunity shall be provided only to employees who have filled a request with the Fire Chief to return to a 54 hour position when vacant.

- (i) Nothing contained herein should be construed to limit the prerogative of the City to determine adequate staffing for the Fire Department.
- (j) Unless specifically addressed in items (a) through (i) above, all other terms and provisions of the labor agreement shall pertain to employees assigned to these positions.

ARTICLE X - HOLIDAYS

Section 1: For a forty (40) hour per week employee, the following dates shall be recognized as holidays upon which only necessary work will be performed: New Year's Day, Washington's Birthday, the latter one-half (1/2) of Good Friday, July 4th, Labor Day, Memorial Day, Veteran's Day, Thanksgiving Day, Christmas Day, the later one half (1-1/2) of Christmas Eve Day, the later one half (1-1/2) of New Year's Eve Day and the day after Thanksgiving.

- (a) Effective July 1, 1991 the following dates shall be New Year's Day, Washington's Birthday, the latter one-half (1/2) of Good Friday, July 4th, Labor Day, Memorial Day, Veteran's Day, Thanksgiving Day, Christmas Day, Christmas Eve Day, New Year's Eve Day and the day after Thanksgiving.

Section 2: Eligible employees shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday and four (4) hours of pay at their regular straighttime hourly rate for the one-half holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays, he shall be paid at the rate of time and one-half (1 1/2) of his regular straight-time hourly rate for the hours so worked, and shall receive in addition thereto the aforementioned holiday pay. If the holiday falls on a normally scheduled "day off", the employee shall still receive the straight-time pay for such holiday as set forth above, and the hours as calculated in this Section shall be added to the hours actually worked during the pay period for the calculation of straight-time and/or overtime pay.

Section 3: To be eligible for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours that he was scheduled to work on the last scheduled day preceding and the next scheduled work day subsequent to such holiday, except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this Contract.

Section 4: All employees assigned firefighting duties, in lieu of the above-listed holidays, shall receive an annual holiday bonus paid by separate check equal to one hundred and ten (110) hours paid in two (2) fifty-five (55) hour installments on the pay day following December 1st and June 1st of each year to employees on the payroll on those dates, at the employee's then current hourly rate of pay. Upon separation from employment the employee shall be credited with the prorata share of the latest benefit payment due.

ARTICLE XI - VACATIONS

Section 1: Regular, full-time firefighting employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

- (a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to sixty (60) hours of paid vacation provided he continues working for the Employer thereafter. The vacation time off may be taken after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure set forth in this Agreement.
- (b) Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- (c) Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty-eight (168) hours per year.
- (d) Upon the completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of two hundred sixteen (216) hours per year.
- (e) Upon the completion of fourteen (14) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of two hundred forty (240) hours per year.

Section 2: Employees shall select their paid vacation on the following basis:

- (a) Not more than two (2) employees in the Operations Division shall be scheduled off during the same shift unless excused from duty by the Fire Chief or his designate.
- (b) The selection shall take place on the first Tuesday and Wednesday following January 1, beginning at 8:15 a.m.

on each of such days. Vacation selection shall be on the basis of Department seniority. An employee may select any number of his days during each selection, provided that his selected days are consecutive days. After any pick, he shall not pick again until everyone else has made a selection.

- (c) Following the selection process in (a) and (b) above, the Chief will designate on a month-to-month basis the remaining days which, in his designation, leave time is available. This time may be utilized by any employee having available accumulated vacation time remaining, on seven (7) days notice to the Fire Chief or his designee, on a first-come, first-serve basis, and the schedule will be posted at least seventeen (17) days prior to its effective date.

Section 3: Regular full-time employees working on a forty (40) hour a week basis who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- (a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement.
- (b) Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of eighty (80) hours per year.
- (c) Upon completion of five (5) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- (d) Upon completion of fourteen (14) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred sixty (160) hours per year.

Section 4: All vacation authorized in Sections 1 and 3 above shall be taken in minimum 1 hour increments.

Section 5: If an employee, who is otherwise eligible for vacation with pay, quits, retires, dies, or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final pay check, the vacation pay for which he qualified as of such anniversary

date. If an employee quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the pension plan or dies prior to such anniversary he, or in the latter case, his designated beneficiary, shall receive a pro rata share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

Section 6: Vacation time shall be accumulative to a maximum of one-and-one-half (1 1/2) times an employee's annual accrual of said vacation leave. The Finance Director shall notify an employee and their Department Head when the employee approaches this maximum accumulation total. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, at the sole discretion of the employer. No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances, as approved by the City Manager.

Section 7: Vacation Paychecks. When a seven-or-more-consecutive-day approved vacation includes a scheduled pay date, a vacation paycheck shall be delivered to the eligible employee on his last day worked prior to the start of his vacation, provided he makes a written request which shall be received by the Finance Department at least five (5) working days in advance of the start of such vacation.

ARTICLE XII - INSURANCE

Section 1: The Employer agrees to continue to provide employees and their dependents with full family health insurance, including prescription and vision riders, with an insurance carrier licensed to do business in the State of Michigan comparable to that which existed immediately prior to the execution of this Agreement.

Section 2: Effective for the life of this agreement the Employer agrees to pay up to the following maximum monthly premiums:

Effective:	7/1/96	7/1/97	7/1/98
(1) a one person contract	\$217.96	\$227.96	\$237.96
(2) a two person contract	\$429.28	\$439.28	\$449.28
(3) a family contract	\$453.36	\$463.36	\$473.36

Section 3: The employee agrees to pay any additional premium which is charged to the Employer for this coverage through a bimonthly payroll deduction.

Section 4: Effective July 1, 1996, the City will contribute to the Firefighter Retiree Health Insurance Fund Thirty Seven Thousand One Hundred Fifty (\$37,150) dollars per year. Effective July 1, 1997, the

City shall contribute Forty Four Thousand Six Hundred Fifty (\$44,650) Dollars to the Firefighters Retiree Health Insurance Fund. Effective July 1, 1998, and each year thereafter, the City shall contribute Fifty Two Thousand Six Hundred Fifty (\$52,650) Dollars to the Firefighters Retiree Health Insurance Fund.

Section 5: The Employer shall continue to make available a 50-50 co-pay dental insurance rider for the then existing group health insurance benefits subject to the terms and conditions as provided by the carrier. Effective July 1, 1982, the Employer shall add a 50-50 Orthodontic Rider (\$1,000 maximum/lifetime consistent with the terms and conditions established by the carrier). Effective July 1, 1991 the dental insurance rider will be upgraded to a 100/75/50 rider. The Employer shall provide full payment for the premium cost of the dental and orthodontic plan coverage.

Section 6: Effective February 1, 1985, the Employer agrees to pay the monthly premium for Twenty Thousand (\$20,000.00) Dollars of group term double-indemnity life insurance with an insurance carrier selected by the City that is authorized to do business in the State of Michigan, with the employee having the option to purchase an additional Twenty Thousand (\$20,000) Dollars of insurance at his own expense.

Section 7: If the City establishes a cafeteria style plan of insurance in the future for non-union employees the City will allow bargaining unit employees to participate in such a plan on the same basis, but at the same employer expense level provided by this Agreement. Furthermore, bargaining unit members will not be permitted to select a cafeteria plan as an individual, but must either elect such a plan as a unit, or not elect such a plan.

ARTICLE XIII - PENSION/RETIREMENT

Section 1: It is agreed that a money purchase defined contribution pension plan shall be implemented in lieu of the defined benefit 55/25 plan effective July 1, 1985, in accordance with the terms and conditions as set forth in Appendix C, which by this reference is made a part hereof.

Section 2: Contributions to the Money Purchase Plan shall be paid by the City to the designated fund administrator on behalf of each employee on a monthly basis in accordance with the following schedule which will correspond to the employee's pay grade assignment except as provided for in Section 4 below:

<u>Class and Step</u> <u>1998</u>	<u>Monthly Contribution</u>		
	<u>July 1996</u>	<u>July 1997</u>	<u>July</u>
Div/Batt Chief	\$576	\$593	\$612
Captain	\$544	\$560	\$578
Firefighter J	\$514	\$530	\$546
Firefighter I	\$503	\$518	\$534
Firefighter H	\$492	\$507	\$522
Firefighter G	\$481	\$495	\$511
Firefighter F	\$470	\$484	\$499
Firefighter E	\$459	\$472	\$487
Firefighter D	\$433	\$446	\$460
Firefighter C	\$407	\$419	\$432
Firefighter B	\$381	\$393	\$405
Firefighter A	\$356	\$366	\$378

Section 3: Partial month payments due to changes from one classification to another or from one step to another shall be paid at the rate in effect on the last day of the previous month. No monthly prorated payments will be made.

Section 4: For purposes of determining the correct defined contribution pension benefit, all employees hired on or before 7/1/87 or who were classified as Firefighters shall be entitled to pension benefits in accordance with the Firefighter Step J schedule outlined above.

ARTICLE XIV - PROMOTIONS

Section 1: The City and the Association agree that education and on-the-job experience are important factors in being properly prepared to assume promotional opportunities. Therefore, a firefighter who wishes to test for a promotional opportunity to Captain shall have served at least 4 continuous years as a full-time Firefighter since last hiring date with the Portage Fire Department by the date of the written promotional exam. Likewise, a Captain must have completed 4 years as a full-time Captain with the Portage Fire Department by the date of the written promotional exam for Battalion Chief.

Section 2: Association Liaison. An individual appointed by the Association shall serve as an Association liaison who will have access to all promotion related data. The purpose of the

liaison will be to work with the representative of the City in 1) identifying and correction unintentional errors that may occur during any part of the promotion process and 2) to assist in establishing a promotional process that will be acceptable to the City and the Association. The Liaison selected by the Association shall be ineligible for promotion during the period he or she serves as Association Liaison.

Section 3: An employee who wishes to return to a vacant position, other than firefighter, which is lower in rank than the position held must have taken and passed the most recent promotional written examination for the position to which he/she would be returning.

ARTICLE XV - SALARY RANGES

Section 1: The job classifications and the salary ranges therefore, are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: To the extent that funds are available, a firefighter who is required to assume command responsibility for an entire shift in the absence of a Captain shall receive \$25.00 additional compensation for that shift. Likewise, a Captain who fills in for a Battalion Chief in the above circumstance shall also receive this \$25.00 per day bonus. If a Division Chief is designated in writing as Acting Chief in the absence of the Fire Chief and Deputy Fire Chief for an entire day, then the Division Chief shall also be eligible for the \$25.00 per day bonus. No compensation is intended for partial shifts and the above benefit is subject to a maximum of \$4,800 for any one contract year (July 1 through June 30). The above compensation shall not be subject to the overtime provisions of this agreement beyond what is required under federal and state law. It is understood that fill in for staff positions such as Fire Marshall and Training Officer shall not be eligible for this bonus.

ARTICLE XVI - GENERAL

Section 1: The Employer and the Union agree that employees may have the privilege of trading work days with the other employees with the advance permission of the Chief or his designate in accordance with Department standards.

Section 2: Any employee covered by this Agreement may view the contents of his personnel file in the Employee Development Office in the presence of a member of the Employee Development staff at any reasonable time, upon 24 hour advance request, and upon the employee's request, a committee person may view the contents thereof under the same conditions in the employee's presence.

Section 3: The employee shall be permitted to live anywhere within fifteen (15) miles of City Hall.

Section 4: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation

of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision. It is further understood and agreed that the wages, hours, and other terms and conditions set forth in this Agreement shall be subject to all laws enacted by the Congress of the United States and/or the State of Michigan, and the Employer reserves the right to change only those provisions of the contract in conformance thereto.

Section 5: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms and conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties and ratified by the Association. It is further understood and agreed that this collective bargaining agreement constitutes the sole, only and entire agreement between the parties hereto and cancels any other agreements, understandings and arrangements heretofore existing between the parties.

Section 6: It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the City shall be applicable to the employees within the bargaining unit unless such plan, rule or orders have been specifically abrogated by the terms and conditions of this Agreement.

Section 7: It is specifically agreed that the Employer will not require any member of the Fire Department to engage in work that will violate any law or ordinance by asking employees to perform work that would require licensing by either the state or federal government. This does not apply to good housekeeping.

Section 8: It is specifically agreed that the Employer will continue to furnish the following items of apparel:

- (a) A dress uniform to consist of trousers, suit jacket and cap.
- (b) Turnout gear to consist of coat, helmet, protective hood, bunker pants, bunker boots, and gloves. It shall be "first-line" equipment with Scotchlite markings on coat and boots.

- (c) A winter Class A jacket for all other responses other than fire runs.

Section 9: The Employer will continue its practice of stocking three (3) extra sets of turnout gear as defined in Article XV, Section 8(b).

Section 10: The City shall continue to provide the initial work uniform and linen issue inclusive of uniform shirts, pants, sheets, pillow cases, and towels in accordance with standard uniform specifications recommended by the department uniform committee and approved by the Fire Chief. The Fire Chief shall have final approval authority for all uniform standards pertaining to the cleaning and maintenance of work uniforms.

- (a) It shall be the responsibility of the employee to maintain established uniform and appearance standards, including uniform and linen cleaning and laundry as well as uniform item replacement.
- (b) Effective July 1, 1993, and each employee shall receive an annual uniform cleaning and replacement allowance of Five Hundred Fifty (\$550) Dollars (regardless of employee classification) to be used for the purpose of work uniform cleaning and purchase of replacement uniforms.
- (c) Effective July 1, 1994 and each year thereafter, each employee shall receive an annual uniform cleaning and replacement allowance of Seven Hundred Seventy Five (\$775) Dollars (regardless of employee classification) to be used for the purpose of work uniform cleaning and purchase of replacement uniforms. Said uniform allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).
- (d) The annual uniform cleaning and maintenance allowance shall be forwarded to employees immediately following City Council approval of the first bill listing occurring in July of each year.
- (e) Upon separation from employment, the employee shall be credited with the prorata share of the last benefit payment due.

Section 11: Effective July 1, 1985, the Employer will discontinue its practice of providing coffee and appropriate accouterments at the Employer's expense.

Section 12: Each employee will receive an annual food allowance of Four Hundred (\$400.00) Dollars which will be paid in one lump sum in compensation paid for the first full payroll period of June, payable on the standard payday covering that period. This will be prorated for employees who have been employed for less than one (1) year. Upon termination, an

employee will receive a pro-rata share of the food allowance to which he would be entitled on the following June 1.

- (a) Effective July 1, 1994 the Four Hundred (\$400) Dollar food allowance shall be increased to Six Hundred Fifty (\$650) Dollars subject to the conditions outlined above.
- (b) Effective July 1, 1995 the Six Hundred Fifty (\$650) Dollar food allowance shall be increased to Seven Hundred Fifty (\$750) Dollars subject to the conditions outlined above.
- (c) Said food allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

Section 13: Up to a maximum of sixteen (16) personnel who are licensed by the State of Michigan Department of Public Health as Emergency Medical Technicians (EMT) shall receive a bonus of Two Hundred Fifty (\$250) Dollars each six (6) months payable in the second pay period of July and January provided the employee possesses the state issued certification prior to the scheduled payment date. Upon the request of the Chief, the employee shall produce the subject certificate for inspection. The determination of all such assignment duration(s) shall be at the discretion of the Fire Chief. It shall be the responsibility of the employee(s) to maintain the above licensure, via continuing education credits and/or other MDPH criteria, and to notify the Fire Chief, in writing, of any pending change in license status at least 90 days prior to the effective date of such change. The employee shall accomplish this training during hours other than those scheduled for duty unless otherwise approved by the Fire Chief.

- (a) The maximum annual allocation for the provision shall not exceed Eight Thousand Four Hundred (\$8,400.00) Dollars.

Section 14: It is understood and agreed that an employee may be required to reimburse all or part of the damage or repair costs up to \$100 per accident, either by monetary payment or by deducting accrued vacation time as determined by the employee. Any reimbursement shall be conditional on the negligence of the employee involved, as recommended by the department safety committee for final approval by the Chief, for the following offenses:

- (a) Accidents involving City-owned vehicles.
- (b) Careless operation of City vehicles.
- (c) Careless use or damage of City equipment, materials, or property which may necessitate the repairing thereof.
- (d) Property damage, either public or private.

ARTICLE XVII - LONGEVITY PAY

Section 1: Effective July 1, 1996, All regular full-time Firefighters who, after July 1, 1979, have completed five (5) years of continuous service with the City or Township of Portage since their last hiring date shall receive Ninety Five (\$95) Dollars for each year of service. (For example, an employee who has completed eight (8) years of continuous service since last hiring date shall receive longevity pay of Seven Hundred Sixty (\$760) Dollars and an employee who has completed thirteen (13) years of continuous service since last hiring date shall receive longevity pay of Twelve Hundred Thirty Five (\$1,235) Dollars.

Section 2: Effective July 1, 1997, the amount of Longevity paid per year, referenced in Section 1 of this Article, will increase to One Hundred (\$100) Dollars.

Section 3: Effective July 1, 1998, the amount of Longevity paid per year, referenced in Section 1 of this Article, will increase to One Hundred Ten (\$110) Dollars.

Section 4: For purpose of this Article, continuous service shall be broken by (1) quit, (2) discharge, or (3) retirement.

Section 5: Longevity pay will be included in the employee's normal payroll check, to be paid on the pay day following the anniversary date of each employee. For the purposes of longevity, that anniversary date shall be the employee's last hire date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired nor been discharged".

Section 6: In the event of death or separation from the City, the employee or his beneficiary shall receive a prorata amount of the current year's longevity due. For example, in one year if an employee receives a longevity bonus of \$910 based on an August 1 anniversary date (13 years of service) and the employee leaves employment with the City on November 1, he would be entitled to a prorated longevity payment at separation of 25% of \$910 or \$227.50.

ARTICLE XVIII - CONTINUING EDUCATION

Section 1: All regular, full-time employees covered by this Contract shall receive, in addition to any other payments hereunder, the sum of Twenty-five (\$25.00) Dollars per year for each twelve (12) college credit hours earned as of June 30, 1985, by such employee, subject to the following conditions:

- (a) Such credit hours must be job related and/or part of a job related degree program as determined by the City;
- (b) All credits must be obtained from a duly accredited college and/or university;

- (c) Payments shall be accumulated in units of twelve (12) credit hours; fractions of units [that is, less than twelve (12) credit hours] shall not be considered for payment;
- (d) Employees who possess an Associates Degree which is determined to be job related by the Fire Chief shall receive an annual bonus of Two Hundred Fifty (\$250.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- (e) Employees who possess a Bachelors Degree which is determined to be job related by the Fire Chief shall receive an annual bonus of Five Hundred (\$500.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- (f) No employee, regardless of the number or types of degrees or credits, shall be eligible for an annual college incentive bonus which exceeds Five Hundred (\$500.00) Dollars per year. Only one Associates, one Bachelors, or one Masters degree may be applied to this bonus.
- (g) Credit hours shall not be credited under this Article for any class or classes which the employee received a grade below a "C", regardless of whether or not the college and/or university gives credit for lower grades; but in the event the course is graded on a pass/fail basis, then credit shall be given for all classes that the employee receives the passing grade;
- (h) Credit hours as referred to herein shall mean semester (or credit) hours; quarter (or term) hours shall be credited at a ratio of 3/2 (that is, three quarter hours = two semester hours); any credits received from a college on a "unit" system shall be transposed into semester (or credit) hours on the basis of a ratio clearly stated on the transcript from such college and/or university.
- (i) Request for payment shall be made annually in writing prior to January 31.

Section 2: Employees seeking the college incentive bonus under this Article shall provide a certified transcript of hours and grade accumulated prior to January 31 of each year unless such hours and grades have remained unchanged since the previous year's request. In those instances the transcript of the previous year will continue to serve as evidence of accumulated credits.

Section 3: Payment of the college incentive bonus under this Article shall be made on the second pay period of February in each succeeding calendar year.

Section 4: For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those

currently in process, and any credit hours completed from the date hereof.

Section 5: A tuition reimbursement program that will not exceed \$2,688 annually (earned during each year from July to June) is hereby established in accordance with the following provisions:

- (a) Each employee who wishes to participate in the tuition reimbursement program shall make application to the Fire Chief not later than August 1, December 1, or April 1 of each year, which will include the name of the college or university, a title and brief description of each course, the number of credit hours, and verification from the college or university of tuition cost.
- (b) The Chief will review all requests and notify each applicant within ten (10) calendar days after the application cutoff date of the credits that are eligible for reimbursement and the amount of tuition reimbursement that will be available.
- (c) To the extent of funds available, all tuition deemed eligible by the Fire Chief shall be reimbursed at a rate of fifty (50) percent of actual tuition cost when the employee presents verification from the college or university of successful course completion with a minimum grade of "C" or better.
- (d) In the event available funds will not provide the fifty (50) percent tuition reimbursement for current applicants, the amount of reimbursal shall be determined so that each applicant shall be entitled to a proportional share of available funding in direct relation to the total amount of tuition reimbursement approved as eligible. The Chief will so notify each applicant of the amount of benefit approved and available within ten (10) calendar days of the cutoff dates for application.

In no event shall an employee be entitled to more than two hundred and fifty (\$250.00) dollars per semester for tuition reimbursement.

ARTICLE XIX - DURATION

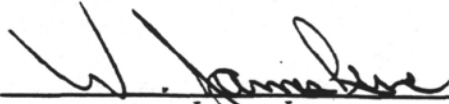
THIS AGREEMENT shall become effective as of the 1st day of July, 1996, and shall remain in full force and effect until 12:01 a.m. the 1st day of July, 1999, and from year-to-year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of

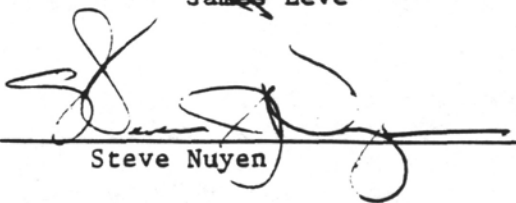
this Agreement shall remain in full force and effect pending agreement upon a new Contract.

THIS AGREEMENT is signed on behalf of the respective parties this 18th day of June, 1996.

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

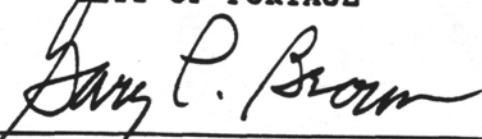


James Leve



Steve Nuyen

CITY OF PORTAGE



Gary P. Brown Mayor



James R. Hudson, Clerk

APPENDIX A

JOB CLASSIFICATIONS AND BASE SALARY RATES

Rates Effective 7/1/96 (3%)

	A 0-12 Months	B 1-2 Years	C 2-3 Years	D 3-4 Years	E 4-5 Years	F 5-6 Years	G 6-7 Years	H 7-8 Years	I 8-9 Years	J 9+ Years
Firefighter	\$28,450	\$30,508	\$32,568	\$34,627	\$36,688	\$37,576	\$38,458	\$39,346	\$40,229	\$41,132
Captain	\$41,859	\$42,275	\$42,690	\$43,107	\$43,521					
Division Chief/ Battalion Chief	\$45,617	\$46,096								

Rates Effective 7/1/97 (3%)

	A 0-12 Months	B 1-2 Years	C 2-3 Years	D 3-4 Years	E 4-5 Years	F 5-6 Years	G 6-7 Years	H 7-8 Years	I 8-9 Years	J 9+ Years
Firefighter	\$29,303	\$31,423	\$33,545	\$35,665	\$37,788	\$38,704	\$39,612	\$40,526	\$41,436	\$42,366
Captain	\$43,115	\$43,544	\$43,971	\$44,400	\$44,828					
Division Chief/ Battalion Chief	\$46,985	\$47,478								

Rates Effective 7/1/98 (3.125%)

	A 0-12 Months	B 1-2 Years	C 2-3 Years	D 3-4 Years	E 4-5 Years	F 5-6 Years	G 6-7 Years	H 7-8 Years	I 8-9 Years	J 9+ Years
Firefighter	\$30,219	\$32,405	\$34,593	\$36,780	\$38,969	\$39,913	\$40,850	\$41,793	\$42,730	\$43,690
Captain	\$44,462	\$44,904	\$45,345	\$45,787	\$46,227					
Division Chief/ Battalion Chief	\$48,453	\$48,982								

Section 1: Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned and during the first nine (9) consecutive years of employment shall be advanced to the next incremental step in applicable salary range not later than the anniversary dates of their employment or most recent transfer/promotion.

Section 2: When an employee is permanently promoted from one job classification covered by this agreement or is transferred from a classification not covered by this agreement to another he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he is promoted which will result in a salary increase. On the anniversary of his transfer or promotion he shall be advanced to the next incremental step in the applicable salary range. The established anniversary date for employees transferred or promoted before July 1, 1990 shall remain the same and not be changed due to language changes in this provision.

Section 3: Those employees hired or promoted prior to July 1, 1987, shall maintain their level of progression in the step system so that they will progress to the top step in the same manner that existed prior to the execution of this agreement. Employees hired or promoted after July 1, 1987, shall progress in accordance with Section 1 and Section 2 above.

APPENDIX B

This provision shall remain in the collective bargaining contract, but no COLA will be paid during the life of this agreement.

COST-OF-LIVING ALLOWANCE

Section 1: The Cost-of-Living Allowance shall be determined in accordance with changes in the official Consumers Price Index for Urban Wage Earners and Clerical Workers (including the single worker) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), hereinafter referred to as the B.L.S. Consumers Price Index.

Section 2: Effective with the B.L.S. Consumers Price Index for April, 1989, as the base, the adjustment in the Cost-of-Living Allowance shall be made quarterly as of the first pay period beginning on or after the first day of the ninth, twelfth, sixth, and third calendar months of the year and shall be based on the B.L.S. Consumers Price Index as of the second preceding month. For example:

<u>Adjustment Shall Be Made In</u>	<u>Based Upon Index for Preceding</u>
September	July
December	October
March	January
June	April

In no event will a decline in the B.L.S. Consumers Price Index below that of April, 1989, provide the basis for any reduction in the Cost-of-Living.

Section 3: The amount of Cost-of-Living Allowance which shall be effective for any three (3) months period as provided in Section 2 above shall be paid as an hourly rate addition with one (1) cent per hour adjustment for each 0.4 point change up or down in the index. There shall be a ceiling on the Cost-of-Living of fifteen (15) cents per quarter with a maximum of sixty (60) cents per year.

Section 4: In the event the Bureau of Labor Statistics does not issue the Consumers Price Index on or before the beginning of any pay period referred to in Section 2, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section 5: No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for B.L.S. Consumers Price Index for any base month.

Section 6: The parties to the Agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the official monthly B.L.S. Consumers Price Index in its present form and calculated on the same basis as the Index for July, 1986, unless otherwise agreed upon by the parties.

Section 7: If the Bureau of Labor Statistics changes the form or the basis of calculating the B.L.S. Consumers Price Index, the parties agree to request the Bureau to make available, for the life of the Agreement, a monthly

Consumers Price Index in its present form and calculated on the basis as the Index for July, 1981.

APPENDIX C

THIS AGREEMENT Entered into this _____ day of October, 1985, between the CITY OF PORTAGE, (hereinafter referred to as "City") and Local No. 1467 of the International Association of Firefighters, also known as the Portage Firefighters Association, AFL-CIO, (hereinafter referred to as the "Association").

In consideration of the promises made to each other contained in a collective bargaining agreement entered into on the _____ day of October, 1985, to be effective July 1, 1985, the parties hereto agree as follows:

1. The Association will establish a Money Purchase Plan, (hereinafter referred to as "MPP") for its members.
2. That all of the members of the Association agree to withdraw from the defined benefit pension plan established for them by the City and give evidence of their consent.
3. Upon receipt of the consent of all members, the City will transfer funds to the designated MPP investment manager in accordance with the Pension and Group Services determination of fund assets dated 07/02/85 upon a schedule approved by the City and Union. Such schedule shall reflect any penalties charged for termination of the Bankers Life Contract.
4. The City will forward to the MPP trust manager the Seventy-Five Thousand One Hundred Forty-Six (\$75,146) Dollars accrued employee contribution for the defined benefit pension plan year ending June 30, 1985.
5. Future contributions to the Money Purchase Plan shall be paid by the City to the designated fund administrator on behalf of each employee on a quarterly basis in accordance with the following schedule:

	Payment shall be made	In the amount of:			
	<u>On or Before</u>	<u>Asst. Chief</u>	<u>Capt.</u>	<u>Lt.</u>	
<u>Firefighter</u>					
	9/30/85	848	812	780	762
	12/31/85	848	812	780	761
	3/31/86	848	812	780	761
	6/30/86	847	811	780	761
	9/30/86	890	853	819	800
	12/31/86	890	852	819	799
	3/31/87	890	852	819	799
	6/31/87	890	852	819	799

6. MPP shall be established and administered by the Association.
7. The City shall have no responsibility whatsoever for the administration of the plan, including providing any payroll deduction services for voluntary employee contributions.
8. The City shall have no periodic reporting obligation to the union or trustee beyond what is required by law.

9. The defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.
10. The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.
11. The Association shall provide the Finance Director of the City of Portage a report on the examination of the financial statements of the money purchase plan. Such examination shall be conducted by an independent certified public accountant in accordance with the generally accepted accounting principles and regulations. In addition, the report of such examination will include a detailed supplemental schedule of planned administration expenses. That report shall be submitted within sixty (60) days after the close of the Plan's fiscal year.
12. The Association, its officers, agents, members, and International Union hereby agree to indemnify and hold harmless the City, the City Council, its City Manager, Finance Director, Fire Chief, Employee Development Representative and all other employees individually and collectively from and against any and all claims, loss, damages, expense, and liability arising from any aspect of the establishment and administration of said Money Purchase Pension Plan.
13. Each employee who receives any form of monetary value under this concept shall execute an authorization form and release which releases the City and its agents, consultants, and insurance companies from any and all further liability or claim, either past, present, or future.
14. Any agreement reached shall be contingent upon the approval of the State of Michigan.
15. Contributions shall be defined in terms of dollars for each year of the contract (not percent of salary or percent of compensation).
16. The Association shall agree not to propose a supplemental defined benefit pension plan to supplement this money purchase plan for the duration of the existence of the Money Purchase Plan.
17. That if the Association or its officers or agents ever attempt to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be subtracted from any increase in the wages and/or salary, bargained contemporaneously, paid to the employees of the Association.
18. All expenses related to the plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.

This agreement is signed on behalf of the respective parties
this _____ day of _____, 1985.

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AKA Portage
Firefighters Association, AFL-CIO.

CITY OF PORTAGE

LETTER OF UNDERSTANDING

IT IS UNDERSTOOD between the parties hereto that a scheduling system consisting of a three (3) platoon schedule currently used by the City of Kalamazoo is more feasible to the operation of the Department at this time. Therefore, during the month of January, 1978, such a system will be placed into effect. In the event the City desires to change this three (3) platoon system, the change will be negotiated with the Union.

LETTER OF UNDERSTANDING

WHEREAS, it is the desire of the Association to have certain job titles renamed, and

WHEREAS, it is the desire of the City and Association to reach a voluntary contract for the period of July 1, 1987 through June 30, 1990, and

WHEREAS, the City is agreeable to approving these job name changes as part of the subject three year agreement.

NOW, THEREFORE, IT IS AGREED by the parties duly authorized to execute this Letter of Understanding on behalf of the City and Association that:

1. The job titles contained in the approved collective bargaining agreement shall be as follows:

<u>Prior to 7/1/87</u>		<u>After 6/30/87</u>	
<u>Title</u>	<u>Designation</u>	<u>Title</u>	<u>Designation</u>
Lieutenant	1 Bugle	Captain	2 Bugles
Captain - Training Officer	2 Bugles	Div. Chief - Training Officer	3 Bugles
Captain - Fire Marshal	2 Bugles	Div. Chief - Fire Marshal	3 Bugles
Captain - Operations	2 Bugles	Battalion Chief	3 Bugles
Assistant Chief	3 Bugles	Deputy Chief	4 Bugles

2. The changes represent title changes only and no promotions are intended or implied.
3. Job duties performed prior to 7/1/87 will remain essentially the same after 6/30/87 for the redesignated positions.
4. No promotional procedure will result from this action and the new titles will be assigned to current employees holding the designated positions.
5. The purpose of the retitlements is to enhance possible outside training opportunities and to encourage the personal pride and professional development for City employees. It is not the intention of the parties to reflect job or compensation comparisons of other similarly situated Fire Departments.

FOR THE CITY OF PORTAGE

Charles E. Muehle

FOR LOCAL 1467 I.A.F.F.

Richard A. Palmer

Date: 7-8-87

