

AGREEMENT
BETWEEN
THE CITY OF ROSEVILLE
AND
FIREFIGHTERS ASSOCIATION
LOCAL NO. 1614

Effective July 1, 1998 through June 30, 2002

Roseville City

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ARTICLE I. PURPOSE

It is the intent and purpose of this agreement between the City and the Union Members and other employees to promote and insure a spirit of confidence and cooperation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and hours of work and working conditions; and to provide a method for the redress of any grievance.

ARTICLE II. DEFINITIONS

CITY: shall mean the City of Roseville, County of Macomb, State of Michigan, and its duly elected or appointed representatives.

UNION: shall mean Local #1614 of the International Association of Fire Fighters AFL-CIO, also known as Roseville Fire Fighters Association, and its duly elected or appointed Officers or representatives.

EMPLOYEE: shall mean all members of the Roseville Fire Department except the Chief of the Department.

In the construction of the words used in this agreement, whenever the singular number is used, it shall include the plural.

ARTICLE III. RECOGNITION:

Section 1 General:

The City recognizes Local #1614, Roseville Fire Fighters Association, affiliated with the AFL-CIO through the International Association of Fire Fighters, and affiliated with the Michigan Professional Fire Fighters Association, as the sole representative of its members covered by this Agreement, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of individual bias, race, creed or organizational activity or membership in any specific group. The provisions of this Agreement shall apply to all Fire Department Employees, excluding the Chief of the Department. This Agreement does not apply to civilians assigned to the Fire Department.

Section 2. Union Responsibility:

Recognizing the crucial role of fire fighting in the preservation of the public health, safety and welfare of a free society, Local #1614 agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all fire duties, rendering loyal and efficient service to the very best of their abilities.

ARTICLE IV. MANAGEMENT RIGHTS:

THE I.A.F.F., Local #1614 recognizes that the City retains the sole right to manage its business, including the right to decide the number and location of departments and division, the type of equipment, the service, the scheduling of services to maintain order and efficiency in its departments and divisions, to hire, lay off, assign, transfer, promote employees and to determine the reasonable quitting time and starting time, subject only to such regulations, restrictions and provisions governing the exercising of these rights as are provided in the agreement and State Laws, and rules and regulations of the ACT 78 Police and Fire Civil Service Commission. The probationary period for all new hires shall be one year.

ARTICLE V. UNION PRIVILEGES:

Section 1, General

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances and administration of the Agreement. It is understood, however, that time and place of meetings and the number of local Union representative attending these meetings shall be agreed upon in advance. All meetings must be requested in writing via the Chief of the Department or officer in charge, allowing not less than two (2) days for scheduling.

Section 2, Union Sponsored Activities and Conventions:

The Union will be allotted time off to attend Union sponsored activities and conventions if man power exceeds the minimum man power, at the discretion of the Fire Chief. If man power is at minimum or below Union time off will be in hourly increments not to exceed seventy-two (72) hours per contract year, per Union official. Union official defined as President, Vice-President, Secretary, Treasurer. Their absence shall not be charged to Annual Leave or Personal Leave time.

Section 3, Local Union Meetings and Posting of Union Notices:

The Union will be granted the privilege to conduct Union meetings on the premises of the Fire Department after securing the consent of the Chief of the Department. The Union shall be permitted to post notices of Union events at designated places in the Fire Station, said posting places to be determined by the Chief of the Department.

Section 4, Agency Shop Dues Deduction:

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time, shall be required to continue membership in the Union for the duration of the Agreement. Employees covered by this Agreement who become members of the Union during the life of this agreement shall be required to continue membership in the Union for the duration of the Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues and assessments uniformly required as a condition of retaining membership in the Union, shall be deemed to meet the conditions of this sections, and all future employees who do not join the Union at the end of their probationary period shall pay to the Union a service fee in an amount equal to the Union Dues Deduction as a condition of employment. Dues' service fees or special assessments will be authorized, levied and certified in accordance with the Constitution and by-laws of the association which shall be on file with the City Controller. Each employee and the association hereby authorize the City to rely upon and to honor certifications by the association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the association dues. The association will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this section. Dues shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the Union Treasurer in one Payment.

Section 5, Payroll Hours:

All firefighters working 24-hour shifts, shall have their pay check reflect the actual hours worked in that pay period.

ARTICLE VI, GRIEVANCE PROCEDURE:

Section 1, Reporting Grievances:

Should a grievance arise between an employee or a group of employees, including the interpretation of this agreement, and the City or Department Administration, the following steps will be taken in negotiating such grievances.

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the City's last answer. In the event that the City shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the City's grace period for answering.

All specified time limits herein shall consist only of work days excluding Saturday and Sunday. All grievance correspondence shall be signed by a representative of the Union and a representative of the City.

Each grievance shall have to be initiated within ten (10) days of the occurrence of the cause for complaint, or ten (10) days after knowledge of the cause for complaint.

A. First Step (All Verbal):

1. Employee shall report to any grievance committee member.
2. Member or members of committee shall arrange meeting with employee's immediate supervisor.
3. Member or members of grievance committee shall then (with employee present), proceed to adjust grievance with immediate supervisor within ten (10) days.

B. Second Step (If not settled in First Step):

1. The grievance committee shall submit grievance in written form to Department Head or person or persons acting in this capacity within ten (10) days after completion of First Step. The Department Head shall reply in writing within ten (10) days from presentation.
2. Failing settlement within ten (10) days, the grievance shall be processed for appeal to the City Manager. The grievance committee will serve the necessary appeal on the City Manager with a copy to the Personnel Director if there is a Personnel Director in existence. Receipt of the grievance shall be acknowledged and a date shall be set for a hearing within ten (10) days from receipt. At the hearing, the grievance committee and the City Manager and/or the Personnel Director may be represented by person or persons of their choice. Time may be extended by mutual agreement.

C. Third Step (If not settled at Second Step and under the Jurisdiction of Act 78):

1. If the grievance is within the jurisdiction of the ACT 78 Police and Fire Civil Service Commission, the grievance committee shall submit the grievance with a written summary of all arguments in support of said grievance to the ACT 78 Police and Fire Civil Service Commission.
2. After the date is set for hearing, no more than two on duty members of the committee, together with the aggrieved and witnesses shall appear before the ACT 78 Police and Fire Civil Service Committee.

3. If said grievance is not within the jurisdiction of the ACT 78 Police and Fire Civil Service Commission, it may be negotiated to the satisfaction of both parties by the City and Local #1614.

D. Third Step (If not settled at Second Step and not within the Jurisdiction of ACT 78):

1. Any unresolved grievance, having been processed through the last step of the grievance procedure, and not within the jurisdiction of ACT 78, may be submitted to arbitration by either Local #1614 or the City in accordance with the following:
 - a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate within forty-five (45) days of the written Step Two of the City Manager or Personnel Director. Should the forty-five (45) days elapse the grievance shall be considered abandoned by the Union. Upon receipt of such notice to arbitrate the City and Local 1614 shall have a period of seven (7) working days in which to agree upon an arbitrator. In the event they cannot agree upon an arbitrator they shall request the American Arbitration Association to appoint an impartial arbitrator to act as chairman in accordance with its then applicable rules and regulations.
 - b. The decision of the Board of Arbitrators shall be final and binding upon the City, Local #1614 and the affected employees.
 - c. The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered. All other expenses shall be borne by the party incurring them.

Section 2, Investigating Grievances:

Investigation of grievances may be conducted during normal shift hours, with a grievance committee man from that particular shift. Discussion with the Chief of the Department concerning said grievances may be conducted with the Chief of Department after written notice concerning same has been forwarded to him.

Section 3. Time off for Grievance Committee:

Refer to Article V, Section I, General.

Whenever meetings, hearings, etc., are scheduled outside of regular duty hours, such persons shall appear at their own expenses.

Section 4, Time Off for Witnesses:

When the grievance committee, the City Manager or Act 78 Police and Fire Civil Service Commission deem it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties upon due advance notice to their department head and they shall be compensated at their regular rate of pay for all time so consumed during their working day. Whenever meeting, hearings, etc., are scheduled outside of regular duty hours, such persons shall appear at their own expense.

Section 5, Communications:

Any communication between City and Union must be answered within a ten (10) day period in order to keep a close working relationship.

ARTICLE VII, GENERAL PROVISIONS:

Section 1, Uniforms:

Uniform regulations for all Fire Personnel shall be designated by the Chief of Department and Advisory Committee appointed by the Chief from Local #1614.

Section 2, Fire Fighting Gear:

Any equipment or special supplies such as bunker coats, boots, helmets, gloves, protective innersoles for boots, or equipment needed for safe measures shall be furnished by the City without charge. Unserviceable equipment shall be replaced without charge, upon request of and determination by the Chief of the Department.

Section 3, Changes in Contract:

It is possible that some rules and regulations including those outside of this contract that affect working conditions may have to be amended, added to, modified or canceled from time to time during the term of this agreement. In that event, the City or the Union shall give notice to the other party and negotiate with the other party for any and all changes. No change shall be made without the mutual consent of both parties. Collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this agreement. If either party desires to engage in such further collective bargaining, he shall furnish the other party with written notice thereof, setting forth specifically the matters upon which negotiations are requested.

Section 4, Yearly Negotiations:

Contract Negotiations will begin, including exchange of proposals, no later than January 15th, except if extended by mutual consent. The Union shall be represented in all negotiations with the City, by a committee comprised of not more than five (5) members of the union, however, not more than two (2) shall be on duty with pay. This does not include meetings for mediation or arbitration.

Section 5, Leaves of absence with Pay:

Leave with pay may be authorized to allow regular employees to attend official meetings, provided such leave is approved by the Chief of the Department. Leave with pay may also be granted for the purpose of allowing a regular employee to engage in official training courses or to participate in other official activities, provided such leave is approved by the Chief of the Department.

Leave with pay shall be granted for the purpose of allowing a regular employee to fulfill his military reserve commitment from time to time. The employee will be paid the difference between his regular salary and his pay from military reserve time. Military pay voucher must be submitted in order to compute the proper difference.

Leave with pay is limited to only those present and future employees whose reserve duty is a result of a commitment, either mandatory or voluntary, entered into prior to the commencement of employment with the City of Roseville Fire Department.

Section 6, Leaves of All Types, procedure:

All leaves of absence, whether with or without pay and for whatsoever reason, must be requested in writing. It should have the approval of the Chief of the Department, the employee's immediate superior if the Chief of the Department so requests and the City Manager when required. The determination as to whether or not an employee is entitled to leave and the amount of leave the employee has left after taking the requested leave, shall be determined by the Personnel Department. When leave has been granted a copy of the leave form will be returned to the Chief of the Department for forwarding to the individual employee and a copy directed to the individual's personnel file.

Section 7, Leaves of Absence Without Pay:

The City Manager may grant a regular employee leave of absence without pay, not to exceed one year. No leave of absence without pay shall be granted unless a written request is submitted by the employee and directed to the Personnel Department with copies to the Chief of the Department and the City Manager. Whenever granted, such leave shall be in writing, signed by the Chief of the Department and a copy filed with the

Personnel Department. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee to report promptly upon expiration of a leave of absence or within a reasonable time after notice to return to duty, shall be cause for disciplinary action. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the City as an employer. Application for leave for travel or study which will cause the employee to be able to render more efficient service to the City, may be deemed to involve such compensating benefits that the position will be kept open or temporarily filled. No leave shall be granted which is primarily in the interests of the employee, except where the employee has demonstrated through his record of service to be of more than average value to the City and whose service it is desirable to retain even at some sacrifice. Upon returning to the City, the City will reinstate the employee with all insurance benefits that are in present Local #1614 Contract.

Section 8, Absence Without Leave:

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these Rules shall be deemed to be an absence without leave. Any such absence shall be without pay and will be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself for two (2) consecutive duty days without leave shall be deemed to have resigned. Reconciliation may be offered by subsequent grant of leave if the conditions warrant.

Section 9, Emergency Leave:

In the event of death in the immediate family time off to attend the funeral shall be given. This shall consist of two (02) duty days for twenty-four (24) hour personnel and one (01) to five (05) days for eight (08) hour personnel, beginning with date of death and ending with the date after the funeral, depending on the circumstances and provided that there is a maximum of three (03) scheduled duty days for deaths within the state and four (04) scheduled duty days maximum for deaths outside the state.

Immediate family is defined as: spouse, children, mother or father, sister or brother, grandmother, grandfather, grandchildren, and current stepchildren, stepmother, stepfather, stepsister, stepbrother, step-grandmother, step-grandfather, or step-grandchildren of employee or spouse. Time off with pay to attend a funeral of a more distant relative may be allowed with prior approval of the Chief.

Should an employee wish time off to attend a life threatening situation in the immediate family, as defined above, employee will be entitled to the following time off with notification and in the following order: vacation time, personal leave time, or sick time, depending on which is available.

Section 10, Sick Leave:

Sick leave with pay shall be granted to employees who have been in the employ of the City for Six (6) months or more. Employees that work (24) hour shifts shall accumulate ten (10) sick days per year and those that work (8) hour shifts shall accumulate twelve (12) sick days per year. Sick leave shall not be considered a privilege which an employee may use at his own discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or because of illness in his *immediate family. For 24-hour personnel, sick leave will not be used for routine dental appointments or physical examinations which can be scheduled on the fire fighter's day off. Sick time may be taken in not less than one-fourth (1/4) day increments for all 24-hour employees. When absent, if for more than three (3) work days, the employee shall be required to file a physician's certificate. A request form for such leave must be filled out immediately upon the employee's return to work. An employee injured on any other gainful employment outside the City employment shall not be eligible for duty disability leave.

An employee shall not accumulate sick or annual leave benefits while using same or for any other leave without pay. The following schedule shall be used when computing payment for accumulated sick leave hours for employees voluntarily leaving the service of the City not at the City request or in the process of being discharged from City employment.

<u>Years</u>	<u>% of Accumulated Sick Leave Hours Paid</u>
0 - 5 years	8%
5 - 10 years	16%
10 years and over	40%

The maximum payment shall be 1600 hours.

The hourly rate used in payment of accumulated sick leave hours shall be determined by dividing the employee's annual wage rate, including longevity, by 2080.

Sick days taken in conjunction with a vacation day, personal leave day, or kelly trade will be monitored. The first such sick day used in a contract year will be questioned; all subsequent such sick days used in a contract year will require a physician's certificate of inability to work to be filed prior to receiving compensation for same. In the event that sick time can be used while on vacation, the person may change the vacation day to a sick day if the person provides a physician's certificate of inability to work upon his return to work.

Total accumulation of sick days unlimited. Upon the death of a City employees, his heirs or estate will be paid any accumulated benefits up to 200 days (1600 hours).

*Immediate Family

Immediate family is defined as: spouse of employee and dependent children of employee living at home.

Section 11, Personal Leave:

Each firefighter working 24-hour shifts shall receive one (1) personal leave day, consisting of 24 hours, per contract year and can take said personal leave time in not less than four-hour increments. The firefighter working 8-hour shifts shall receive three (3) personal leave days, consisting of eight hours each, per contract year and can take said personal leave time in not less than four-hour increments. The same may become accumulative in his sick leave bank if unused provided that an employee separating from employment for any reason, including retirement, shall not be compensated for any unused personal leave time and shall not have any unused personal leave time transferred to his sick leave bank. At least 24-hour's notice must be given in writing to the Chief of the Department for use of same using the following criteria: 1. Date of request; 2. Seniority of applicant; and 3. Strength of the Department (Days will be granted with the permission of the Chief, for not more than one person when the strength of the department is twelve (12) men. Whenever the strength of the department exceeds twelve (12) men, the number of persons allowed to use personal leave days will be at the discretion of the Chief of the Department.)

Personal leave benefits for new employees shall be prorated from the date of hire to the end of contract year as follows: for each four (4) months of employment the employee earns eight (8) hours of Personal time, based upon a 15th of the month cut-off date. Example: Employee hired March 5th of contract year would receive eight (8) hours Personal Leave time, employee hired March 22nd would not receive any Personal Leave time. New employees may take Personal Leave time beginning with the seventh month of employment.

Section 12, Jury Duty, Time Allowed for Voting and Commissary Time:

A. When a member of Local #1614 is called for Jury Duty, he shall be relieved of duty without loss of pay until his Jury Duty obligation is fulfilled.

B. When a member of Local #1614 is on duty during an election day, he will be allowed time to travel to the election poll for the purpose of voting. Those on-duty employees who leave the station for the purpose of voting will do so at the discretion and with the consent of the Chief of the Department. Time off to vote will be granted only to those members of Local #1614 who reside in the City of Roseville:

C. Commissary time will be granted at the discretion of the Department Head and/or his subordinate to one person per station per day. Reasonable time for such activities will be determined by the Department Head.

Section 13, Tardiness:

This will be in accordance with previous written departmental rule, known as BUDDY SYSTEM. This will be mutual agreement between men and No overtime will be involved to either party.

Section 14, Employee Time Trading:

- A. All Kelly changes will be made within members of the department. An officer may only trade Kellys with a firefighter when there are four (4) officers scheduled to work, and the Fire Chief approves of said trade, which approval shall be limited to one trade on any shift where condition exists.
- B. If a Paramedic desires a Kelly Trade and there are only four Paramedics working he may only change Kellys with another Paramedic who can fill his assigned position. If there are more than four Paramedics a Paramedic may change Kellys with other Personnel that are not Paramedics.
- C. The exchange or trading of vacation days by members of the Fire Department shall be permitted, with approval of the Chief Officer in charge, per Departmental Rules.
- D. The record keeping of such exchanges or trades between employees shall be the sole responsibilities of the employees involved in the exchanges or trades of leave time. A Request for Leave Form will be signed by the employee being charged for such leave time prior to leave time being used. The City shall not be responsible for any further renumeration of benefits or wages to an employee who has made an exchange or trade of benefits or wages with another employee.

Section 15, Training and Education:

This program is offered to encourage employees to improve their job skills, to increase their value to the City and to assist them in preparing for future advancement with the City.

The scope of the program does not include special seminars or "short courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training. In no case does this supersede any departmental regulation regarding in-service training.

The following provisions are established to govern the administration of the City Educational Assistance Program.

1. Application for Education Assistance may be made by any full-time permanent employee who has completed his probationary period.
2. Applications will be considered if the employee is eligible for or receiving funds for the same course from any other source (scholarship, vocational rehabilitation, etc.).

However, reimbursement under this program shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement in accordance with section 6 of this article.

3. Application will be approved by the department head only for course work directly related to the employee's present job or directly related to a promotional position. Fire Science up to Fire Science Associate degree.

4. Reimbursement shall be made only for course work completed at accredited colleges or universities.

5. Reimbursement shall be limited to five hundred forty dollars (\$540.00) per participant per fiscal year for credit courses. This equals approximately six (6) credit hours per semester. There shall be a fifty dollar (\$50.00) limitation per participant per fiscal year for non-credit courses.

6. Reimbursement for tuition shall be according to the following schedule:

100% reimbursement for courses completed with "C" or numerical equivalent.

0% reimbursement for courses completed with a grade less than "C".

7. Reimbursement for non-graded course, i.e., satisfactory completion, will be computed at 100% reimbursement.

8. 100% reimbursement on required text books of courses completed with a "C" numerical equivalent or better grade if text books are turned into the department prior to reimbursement.

9. Employees must submit official school transcript showing final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.

10. Expenses such as student fees, parking, mileage, etc., shall not be part of the Educational Assistance Program.

11. The applicant, under this program, shall attend classes on his own time and without compensation from the City.

12. The City also will provide an annual allowance, January 15th of each contract year, to any employee attaining Fire Science Certificate in the amount of \$225.00 or Fire Science Associate Degree in the amount of \$425.00. The above pertains to firefighters only. When promotion occurs to the following steps the payment will be reduced according to the following schedule:

Promotion to Lieutenant - 10% less

Promotion to Captain - 20% less

Promotion to Assistant Chief or Captain - 30% less

The City will not compensate for any level of degree attained before becoming an employee.

Section 16, Seniority Promotion:

The City and Union are committed to the maintenance and advancement of a qualified, experienced, and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. It is also recognized that a meaningful promotional system must give due consideration to technical knowledge, aptitude, ability to lead and prior experience.

To accomplish the foregoing goals the parties have agreed to a promotional system as follows:

1. General Qualifications

The following minimum qualifications and requirements shall apply to all ranks and classifications.

A. Performance Probationary Period

Each person appointed to a rank/classification under this system shall be required to serve a six (6) month performance probationary period.

At any time during the performance probationary period, the appointee may be returned to previous rank or grade for cause. If at the close of the performance probationary term, the conduct or capacity of the probationer has not been satisfactory to the appointing officer, the probationer shall be notified within ten (10) days, in writing, that he will not receive appointment. At the close of the performance period, the officer shall receive written notification on his satisfactory performance within ten (10) days and will be permanently appointed upon completion of the requirements for that rank/classification. Any disputes will be handled through applicable contract language.

To calculate an applicant's seniority credit, the closing date for determining his/her seniority shall be the date the promotional announcement is posted.

2. Eligibility and Requirements for Rank and Classification

A. Fire Lieutenant

Eligibility - all Fire Fighters with five (5) years seniority or more. However, only the top five (5) senior Fire Fighters eligible for a Lieutenant's promotion will have the essential education requirements needed for promotion to Lieutenant paid for by the City. Additional personnel to be trained at the Chief's discretion. Once approved by the Chief, a trainee shall be released to attend approved courses, regardless of manpower restraints.

Seniority - Rank on eligibility list shall be determined by actual time served in Fire Fighter's classification.

Qualification - Each applicant must be FIRE OFFICER I Certified prior to appointment to promotion to Lieutenant.

B. Fire Captain

Eligibility - Fire Lieutenants - If there are less than enough applicants, all Fire Fighters with five (5) years or more service will be eligible. However, only the top three (3) senior Lieutenant's eligible for a Captain's promotion will have the essential education requirements needed for promotion to Captain paid for by the City. Additional personnel to be trained at the Chief's discretion. Once approved by the Chief, a trainee shall be released to attend approved courses, regardless of manpower restraints.

Seniority - Rank on eligibility list shall be determined by actual time served in current classification.

Qualification - Each applicant must be FIRE OFFICER I and FIRE OFFICER II Certified prior to appointment to promotion to Captain.

C. Battalion Chief

Eligibility - Fire Captains - If there are less than enough applicants, all Fire Lieutenants will be eligible. However, only the top two (2) senior Lieutenant's eligible for a Battalion Chief's promotion will have the essential education requirements needed for promotion to Battalion Chief paid for by the City.

Seniority - Rank on eligibility list shall be determined by actual time served in current classification.

Qualification - Each applicant must be FIRE OFFICER I, FIRE OFFICER II and FIRE OFFICER III Certified prior to appointment to promotion to Battalion Chief.

D. Chief of Training

Eligibility - All fire fighter/paramedics. The senior eligible paramedic wanting to be trained will have the essential education requirements needed for promotion to Chief of Training paid for by the City.

Seniority - Rank on the eligibility list shall be determined by department seniority. An applicant accepting this position would freeze seniority time for promotion at the seniority attained at the time of transfer to the position of Chief of Training.

Qualifications - Each applicant must obtain and maintain the following: An Instructor Certification of Certified Instructor from the Michigan Fire Council within one year of appointment; Certification for Instructional Coordinator (IC) Medic Instructor within one year of appointment; and any other certification or license that is required by the State of Michigan in order to provide continuing training to all fire department employees. The applicant will make a three year commitment to the position after receiving all certifications.

If the Chief of Training retires before this three year period is completed retirement benefits shall be figured on previously held rank in the fire department. Required education beyond Article 7, Section 15 of the contract will be paid by the City with prior approval of the Fire Chief.

E. Fire Inspector

Eligibility - All fire department personnel with five (5) years seniority or more.

Seniority - Rank on the eligibility list shall be determined by department seniority.

Qualification - Each applicant must achieve STATE CERTIFIED FIRE INSPECTOR Certification with the first school available for such certification.

F. Fire Marshal

Eligibility - Fire Inspectors. If there are less than enough applicants, all fire department personnel with five (5) years seniority or more will be eligible.

Seniority - Rank on eligibility list shall be determined by department seniority.

Qualification - Each applicant must be STATE CERTIFIED FIRE INSPECTOR, ability to detect fire hazards, interpret plans and specifications and prepare inspection reports, and must be knowledgeable in fire prevention principles, laws and ordinances.

G. Fire Chief

Eligibility - Battalion Chiefs - If there are less than enough applicants, Fire Captains will be eligible. And if there are still less than enough applicants, Fire Lieutenants will be eligible. If there are still less than enough applicants, Fire Marshal will be eligible.

Qualification - Each applicant must be FIRE OFFICER I, FIRE OFFICER II, and FIRE OFFICER III Certified.

In the event that an individual declines a promotion, that individual will remain at the top of the promotional list for the next available promotion for that same rank.

Promotions by total seniority will only be made after current eligibility lists for a particular rank have expired.

For those promoted after the total seniority promotional system has been instituted, the time element to obtain educational qualifications for the ranks of Battalion Chief and Fire Chief may be granted by the ACT 78 Police and Fire Civil Service Commission upon applicant's request.

Should an emergency situation occur, (such as a death, disability, sudden retirement, etc.) and the person in the next lower rank does not meet all the educational requirements necessary for a promotion, he would be promoted and will be afforded reasonable time to obtain the needed educational requirements provided that the person enrolls in the next available class or classes required to fulfill the educational qualifications. Failure to enroll in the first available classes would result in being demoted to the previous rank held.

If courses are not offered or obtained because of scheduling problems or due to other extenuating circumstances, extensions may be granted by the ACT 78 Police and Fire Civil Service Commission.

In the event that an individual does not fulfill the requirements for promotion, the individual will be afforded a hearing before the ACT 78 Police and Fire Civil Service Commission to determine what action shall be taken.

The City shall fill all budgeted vacancies not more than thirty (30) calendar days from their occurrence.

Section 17, Transfer and Kelly Day Changes:

Not less than three (3) 24-hour work days notice will be given for shift transfers. Neither the City of Roseville or members of the Roseville Fire Fighters Association will lose time by such transfer.

Section 18, Lay-offs:

Lay-offs shall be in accordance with Act 78 regulations starting in numerical sequence with the last man appointed regardless of rank or duty assignment.

Section 19, Termination of Seniority:

Seniority shall terminate only for the following causes:

- A. Discharge for cause.
- B. Layoff exceeding four (4) years. Before being reinstated with seniority, it is understood that an employee returning to work after a layoff must subject himself to and successfully pass a thorough physical examination.
- C. Absence without leave exceeding two (2) duty days for 24-hour employees and three (3) days for 8-hour employees.
- D. Voluntary resigning.

E. While on layoff, seniority is not accumulated and seniority dates are adjusted to reflect time laid off.

Section 20, Work Week:

All firefighters in the employ of the City who are engaged in fire fighting or subject to the hazards thereof shall not be required to work more than an average of fifty-six (56) hours per week. Scheduling of time for Fire Personnel will be similar to the two-Platoon "Detroit System" of work-week scheduling. The willingness to agree to allow the "Detroit System" of work scheduling is not to be interpreted as relinquishment of management's prerogative to establish the work schedule for Fire Department personnel. If it becomes necessary to revise the scheduling of the work week, the rescheduling will be negotiated to agreement if possible and if not, a ruling from the Court will be obtained to establish the rights of the parties in respect thereof.

Section 21 Table of Organization:

Positions within the Department shall be in accordance with the Table of Organization, however, Table of Organization remains the prerogative of management and subject to change at the discretion of the City. For the safety and welfare of the equipment and manpower involved, each vehicle will respond to an incident with no less than two men. Officer-in-Charge is allowed to run alone under emergency conditions in all vehicles except engine, ladder, rescue squad and ambulance.

In case of the rescue squad, said vehicle may respond on a non-emergency condition with one man. Non-emergency is defined as proceeding to the scene without lights and siren.

ROSEVILLE FIRE DEPARTMENT

FIRE CHIEF

FIRE MARSHAL
FIRE INSPECTOR

CHIEF OF TRAINING

FIRE UNIT # 1
BATTALION CHIEF
CAPTAIN
LIEUTENANTS 4
FIREFIGHTER/EMT 6
FIREFIGHTER/PARAMEDIC 9

FIRE UNIT # 2
BATTALION CHIEF
CAPTAIN
LIEUTENANTS 4
FIREFIGHTER/EMT 6
FIREFIGHTER/PARAMEDIC 9

Section 22, EMT's:

A. Classification to be Fire Fighter - State Licensed EMT.

- B. All fire fighting personnel who were State Licensed EMT's prior to 12/01/96 shall maintain that status for the duration of their employment. The City agrees to pay all costs, including overtime, required for continuing certification under present and future state laws.
- C. An EMT payment shall be provided to Fire Fighter - State Licensed EMT's (Excluding those in the ranks of Lieutenant and above and those participating in the Paramedic program) in the amount of \$500.00 per year and will be paid in July, by the fifteenth of the month. This payment is for July through June of the contract year and is considered paid in advance.

Section 23, Paramedics:

- A. Classification to be Fire Fighter - State Licensed Paramedic.
- B. The minimum number of FF/Paramedics will be eighteen. Should the minimum number of FF/Paramedics fall below eighteen the City shall assign employees to meet said minimum strength.

The training of additional FF/Paramedics will be limited to three per contract year beyond the original eighteen. Others may take training on their own without any cost to the city.

Employees wishing to be trained as paramedics will be put on a forty hour work week during such training and during such training shall continue to receive the benefits of fifty-six hour employees. Overtime will be paid for any documented training in excess of forty-five hours per week. The City will pay all expenses of training and final examination only one time per employee.

- C. A paramedic may opt out of the program if there is a qualified employee to replace him.

Employees hired after 12-01-95 must maintain their paramedic certification unless promoted to the position of officer.

The City will provide all necessary and reasonable certification and training costs, including overtime, for any employee required or wishing to maintain their paramedic license, including officers.

Any certified employee must serve as a paramedic if the City determines that an emergency situation requires said services and an in-program paramedic is not available. Said employee will only be paid paramedic rate for actual hours worked in that capacity.

- D. It is recognized that paramedics are unique because they cannot operate solely on the dictates of the employer or the union and both employer and union must comply with P.A. 179 of 1990 of the State of Michigan in order to maintain a paramedic program.
- E. All eighteen paramedics will be on a rotation basis of driving, rear, and off the ambulance on an equal basis. In the event there are not four in-program paramedics on duty, on duty out-of-program paramedics may volunteer to fill the positions and receive paramedic pay for all hours worked in that position. Out-of-program paramedics will be offered the assignment by department seniority. If the four positions are still not filled, in-program paramedics will be called from the overtime lists.

ARTICLE VIII, ECONOMIC PROVISIONS:

Section 1, Wages:

A. Wage Schedule for Fire Fighters.

	7-1-97	7-1-98 3%	7-1-99 3%	7-1-00 3%	7-1-01 3%
Firefighter					
Start	27,041	27,852	28,688	29,549	30,435
6 months	27,697	28,528	29,384	30,266	31,174
12 months	38,893	40,060	41,262	42,500	43,775
24 months	39,682	40,872	42,098	43,361	44,662
36 months	40,482	41,696	42,947	44,235	45,562
48 months	41,281	42,519	43,795	45,109	46,462
Lieutenant	47,886	49,322	50,802	52,326	53,986
Inspector	49,537	51,023	52,554	54,131	55,754
Captain	52,675	54,254	55,882	57,559	59,286
Battalion Chief	55,835	57,509	59,235	61,013	62,843
Fire Marshal	56,952	58,659	60,420	62,233	64,100

A. 1. Paramedic Wage Scale (7% above Firefighter)		7-1-98	7-1-99	7-1-00	7-1-01
Start		29,802	30,696	31,617	32,565
6 months		30,525	31,441	32,385	33,356
12 months		42,864	44,150	45,475	46,839
24 months		43,733	45,045	46,396	47,788
36 months		44,615	45,953	47,331	48,751
48 months		45,495	46,861	48,267	49,714

B. There will be a rank differential increase of pay in accordance with the following schedule:

- 16% increase between a 48 month Firefighter and Lieutenant
- 20% increase between a 48 month Firefighter and Inspector
- 10% increase between Lieutenant and Captain
- 6% increase between Captain and Battalion Chief
- 2% increase between Battalion Chief and Fire Marshal

C. Wage schedule for Chief of Training shall be for all periods during which all valid State Certifications are held:

- 16% above a 48 month fire fighter for the first year
- 20% above a 48 month fire fighter after one year
- 25% above a 48 month fire fighter for all years after two years

D. Compensation for paramedic duty shall be at a rate of seven percent (7%) above the base pay of a firefighter. Base pay is defined as per Article VIII Section 1 as the pay range the employee is in at time of receiving compensation for paramedic duty. (Example: A paramedic who has been employed for 24 months will receive wages 7% above the 24 month firefighter wage scale.)

E. Minimum manning of stations per day. The City will maintain a minimum of twelve personnel on duty each day which will be made up of one Officer-in-Charge, seven Officers and Fire Fighters and four Fire Fighter/Paramedics.

Officer-in-Charge is allowed to run alone under emergency conditions in all vehicles except engine, ladder, rescue squad and ambulance.

F. A fire fighter assuming the duties of a Lieutenant as designated by the Chief or Officer-in-Charge for more than a two hour period shall receive the pay of a Fire Lieutenant for all hours worked at that rank. A fire fighter must be qualified as a Lieutenant to assume these duties.

- G. A Lieutenant acting as Officer-in-Charge for more than a two hour period shall be paid at the rate of Captain for all hours worked at that rank. A Lieutenant must be qualified as Captain to assume these duties.

Section 2, Longevity:

Each employee of the Fire Department hired prior to 07/01/84 shall receive longevity pay in accordance with the schedule below. Longevity to be paid on gross wages earned. The amount to be added to the bi-weekly salary.

- Step 1 to be added to gross pay beginning 6th year of service.
- Step 2 to be added to gross pay beginning 11th year of service.
- Step 3 to be added to gross pay beginning 16th year of service.
- Step 4 to be added to gross pay beginning 21st year of service.
- Step 5 to be added to gross pay beginning 26th year of service.

<u>Rank</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>
Fire Fighter	\$ 700	\$1,400	\$2,100	\$2,900	\$3,600
Lieutenant	\$ 800	\$1,600	\$2,400	\$3,300	\$4,100
Captain	\$ 900	\$1,800	\$2,700	\$3,600	\$4,500
Battalion Chief	\$1,000	\$1,900	\$2,800	\$3,800	\$4,800
Chief of Training	\$ 900	\$1,700	\$2,600	\$3,500	\$4,300
Fire Inspector	\$ 800	\$1,600	\$2,400	\$3,300	\$4,100
Fire Marshal	\$1,000	\$1,900	\$2,900	\$3,900	\$4,900

New employees hired after July 1, 1984, shall receive longevity pay in accordance with the schedule above to the third (3rd) step only.

Section 3, Vacations:

Vacations are to be selected on or before December 15th, according to seniority. Only two members of the department will be allowed on vacation at a time and officers may not pick the same vacations except the Chief of the Department, Fire Marshal, Battalion Chiefs, Fire Inspector, and Chief of Training. Shift commanders may take their vacation leave at the discretion of the Chief of the Department. Employees will be eligible for vacation leave beginning with their seventh month of employment.

VACATION SCHEDULE OF DAYS EARNED:

56 HOUR EMPLOYEES

Between 1 to 2 years	8 days
Between 2 to 4 years	9 days
Between 4 to 5 years	10 days
Between 5 to 10 years	11 days
Between 10 to 15 years	12 days
Over 15 years	13 days

40 HOUR EMPLOYEES

Between 1 to 5 years	20 days
Between 5 to 10 years	22 days
Between 10 to 15 years	24 days
Over 15 years	26 days

56 hour employees vacation days may be taken in twelve or twenty-four hour increment. The taking of vacation leave in twelve hour increments may not interfere with the routine choice of vacation selections. 40 hour employees vacation days may be taken in half-day or full-day increments.

When an employee is on vacation and emergency leave conditions occur, vacation leave will not be used. The Chief of the Department or Officer-in-Charge must be notified within twenty-four hours after the emergency leave condition arises.

Fire department employees may be paid for up to one-half of their earned vacation time per year. Not less than one-quarter of earned vacation time will be eligible for payment each year. Requests must be filed by November 15 with the City Controller's Office. Only one filing per year will be honored. Payment will be made by December 31. The formula for payment of same will be based on a 26 bi-weekly pay period.

Employees may carry up to one-half of their earned vacation days for one year and take it the following year.

All increases in vacation days shall be added to employees vacation time in January of the year in which their anniversary falls, provided that the year of service be completed prior to October 15th of any given year. (Example: hired June 1991, 10th day added January 1995 - 4th year of service.)

Section 4, Holidays

A. Fire department employees will be compensated for the following twelve holidays.

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Christmas Eve Day
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. Good Friday
9. Easter Sunday
10. Memorial Day
11. Birthday
12. Anniversary date of hire

- B. 24 hour day / 56 hour week employees shall be compensated for holidays as follows:

All fire fighters who have completed six months of service shall receive accumulative holiday compensation paid by separate check in July, by the fifteenth day. Compensation for each holiday will be one-tenth of the fire fighters bi-weekly salary.

All fire fighters, including probationary employees, shall receive double time for all hours worked on approved holidays. This is in addition to the accumulative holiday compensation paid by separate check in July to employees who have completed six months service. The maximum pay for working any holiday shall not exceed triple time, this includes the accumulative holiday compensation.

All fire fighters, including probationary employees, who are not scheduled or required to work on the approved holidays shall receive regular straight time pay. This is in addition to the accumulative holiday compensation paid by separate check in July to employees who have completed six months service.

- C. Eight hour day / 40 hour week employees shall be compensated as follows:

All fire personnel working eight hour days, who have completed three weeks service, who are not scheduled or required to work one of the above holidays, shall receive payment for the above holidays at their regular rate.

Whenever fire personnel who have completed six months of service are required or called into work on a holiday, they shall receive double time for all hours worked in addition to their regular straight time pay. The maximum pay for working any holiday shall not exceed triple time.

When a holiday falls on Sunday, the following Monday will be considered the holiday. When a holiday falls on Saturday, the preceding Friday shall be considered the holiday. An anniversary date or birthday that falls on Tuesday, Wednesday, or Thursday may be taken on the Monday or Friday of the week in which the actual anniversary date or birthday falls, with the department head's approval.

To be eligible for the holiday pay the employee must work the regular working day before and the regular working day after the holiday, unless on sick leave, vacation leave, personal leave or previously approved leave of absence or leave of absence without pay.

- D. Probationary employees, during the first three weeks of employment while working eight hour days / 40 hour weeks, will not be paid for holidays not worked. Subsequent to the first three weeks of employment, but prior to the first day of the seventh month of employment, any probationary employee transferred back to a 40 hour work week format will receive straight time for holidays not worked, however, they will only be paid straight time for holidays worked.

Section 5, Insurance:

The City will provide each employee of the Fire Department with a life and A.D. & D. insurance policy in an amount not less than Thirty Thousand Dollars (\$30,000.00). Policy premium to be paid by the City. It is understood that no new employee will receive insurance benefits until he has successfully completed his 6-month's probationary period.

The City will further provide upon Retirement life insurance in the amount of \$10,000 at a cost to the City not to exceed \$4.20 per month per man. Any increase in rates to the City due to providing this coverage to the Retirees, shall be paid in total by the retirees.

The City shall provide, and at its sole cost, Blue-Cross, Blue-Shield Health Care Coverages or equal to seniority employees within the bargaining unit, spouse and dependent children of employee. Said coverages listed on attached addendum to MICHIGAN HOSPITAL SERVICE-MICHIGAN MEDICAL SERVICE GROUP OPERATION AGREEMENT AND COVERAGE AGREEMENT.

1. Drug Prescription co-pay - \$5.00
2. Office Visit co-pay - \$10.00
3. Master Medical Deductible - \$100/\$200
4. Elective Sterilization Coverage.

It is to be understood that no new employee will receive insurance benefits hereunder until he has successfully completed his six-month probationary period.

Nothing herein is intended to deny to any firefighter, his spouse or his widow, the right to subscribe on a non-group basis, to a appropriate "65 Blue Cross/Blue Shield Plan," if such is not provided on a group basis through the City's retirement system.

Optical Plan

Effective January 1, 1991, the City will pay a maximum of \$300 per calendar year for any optical use performed by a licensed doctor for examinations, glasses, or contact lenses for the total family with no accumulations from year to year.

Dental Plan

An employee may choose the traditional dental plan as described in the Plan Document or select an alternate preferred provider plan (Dentemax), providing the benefits as stated follows:

	<u>Traditional</u>	<u>Preferred Provider</u>
Class I benefits	80-20	100%
Class II benefits	60-40	90%
Class III benefits	50-50	60%
*Orthodontics	50-50, \$1000 lifetime maximum	50% -Lifetime maximum \$1000
Total yearly benefits	\$600	\$600

*Subject to total yearly maximum benefits.

Sick and Accident Weekly Benefits:

When you are unable to work because of an injury or illness you are paid an accident and sickness benefit according to these provisions. Payment starts from the first day of an accident and the eighth day of an illness. No payment will be made however until all accumulated sick leave benefits are used. Payments will be \$200 weekly for a maximum of 13 weeks. You must be under the care of a physician or surgeon. If you are disabled and these periods of disability are separated by one week of full-time work, this is considered to be two separated periods of disability and you are eligible to receive a maximum period of benefits for each disability. The City has the right to name the carrier.

The City shall continue to maintain no less than the existing liability coverage for ambulance drivers and attendants.

Compensable Injury

A full-time employee who suffers or sustains a compensable injury during the course of his employment with the City, and if such injury is accepted and verified as having occurred during the course of employment by the City's medical department or a physician of the City's choosing, then in that event the employee may be considered as being on the active payroll for the purpose of receiving life insurance, A.D. & D., and hospital medical and surgical insurance for a period not to exceed two years from the date of the injury or upon receiving a disability pension prior to the two-year limit.

A full-time employee who suffers or sustains a compensable injury or illness during the course of his employment with the City shall receive such payments to which he is entitled for such injury or illness under the Worker's Compensation laws of the State of Michigan. In addition to the minimum amount required by law, the City shall pay such employee an additional sum equal to the difference between 80% of his regular salary and the said Worker's Compensation payment, provided the 80% of his regular salary is not less than his normal net pay. (Gross normal pay, minus taxes and retirement). Such additional payment shall be made for a period up to six (6) months. This subsection shall become effective for injuries or illness occurring on or after July 1, 1984.

Should an employee's occupational injury last longer than six (6) months, an employee will be allowed to turn in two (2) sick days per pay period for the next three (3) months following the expiration of the six (6) month subsidy.

All payments, including Worker's Compensation payments, made under this section in the last five (5) years preceding the date an individual would be eligible for normal retirement shall be considered as compensation for the purpose of computing an individual's retirement benefits.

Health and Optical Insurance for Retirees:

A. Employees Hired Before July 1, 1991 and Disability Retirees

Employees and eligible dependents hired before July 1, 1991 and all disability retirees and eligible dependents shall be granted upon retirement health insurance benefits as stated in the City of Roseville Benefit Plan, effective January 1, 1983, and restated as of January 1, 1989, per Class II (Retiree Benefits Schedule) and any other reference to Class II Benefits for Retirees.

B. Employees Hired After July 1, 1991 Except for Disability Retirees

Employees and eligible dependents hired after July 1, 1991 (except for disability retirees) shall be granted upon retirement, health insurance benefits at the rate of 4% (.04) per year of service. Example: An employee retiring after 15 years of service would receive 60% of his health benefits paid by the City. If the employee elects to participate in the plan, the balance of the monthly premium would be automatically deducted from monthly retirement benefits.

Further, any employee hired after July 1, 1991 who leaves the employment of the City and defers pension benefits shall not be eligible for health insurance benefits.

The Plan shall be secondary if the retiree has coverage from a previous employer.

C. Medicare

It is mandatory that a retiree participate in Parts A and B of Medicare when eligible or when such coverage can be purchased by the retiree. The City shall provide a health insurance program to supplement Medicare equal the health insurance benefits set forth herein. The City shall pay any premium paid by the retiree for Medicare Coverage through reimbursement each month.

D. Funding

It is specifically understood and agreed that the cost of retiree's health benefits, as set forth herein shall be paid by the Retirement Fund, through the funding provided by the City, as provided by Public Act 201 of 1968.

- E. All employees referred to in A and B of this section, upon their retirement, shall retain the level of health and optical insurance benefits in effect at the time of their retirement, including co-pays and dependent coverages.

Section 6, Physicals:

The City shall pay for all required physicals.

Section 7, Uniform and Cleaning Allowance:

- A. All Fire personnel shall receive \$350.00 clothing allowance by July 15 of each contract year. All fire fighters hired in the Fire Department shall receive an initial clothing allowance of \$150.00. The difference between the initial allowance and June 30 of the contract year shall be prorated.
- B. All Fire personnel shall receive a net annual uniform cleaning and laundry allowance of \$300.00 by July 15 of each contract year.
- C. All Fire personnel shall be responsible for their own bedding, to include everything except mattresses.

Section 8, Call-in Pay, Overtime and Stand-by Pay:

A. Whenever Fire personnel are called out they shall be paid at the minimum rate of four (4) hours or time and one-half, whichever is greater, based on a 56-hour week. It is understood that any man responding to any emergency call from the Fire Department shall be considered on Fire Department business starting from the time he enters the fire station or scene.

- B. Overtime will be paid, computed in the following manner:
1. Normal rate of pay for a two-week pay period.
 2. To be divided by 112 hours.
 3. 1-1/2 times the rate of step #2.

Time and one-half will be paid for every hour worked in excess of a fifty-six hour work week or in excess of a forty (40) hour work week depending on the individual's work schedule.

Section 9, Food Allowance:

The City shall provide each bargaining unit member with a food allowance in the amount of \$1,000.00 per year. The food allowance payment shall be made by July 15 of each contract year.

Payment to be pro-rated for any employees who do not have one full year of service between July 1 and June 30 of any contract year.

If a firefighter is absent from duty for a period of time exceeding thirty (30) consecutive calendar days per contract year for sick, job injury, or leave of absence with or without pay Food Allowance shall be pro-rated accordingly, starting with the thirtieth (30th) day.

The payment of food allowance is earned for the period of July to June of each contract year. New hires must have six (6) months of service to receive their earned allowance. If time of service is less than six (6) months on July 1 their earned pro-rated amount will be included in the food allowance on the next year's July payment.

Section 10, Shift Differential:

Fire Fighters, excluding 8-hour men, shall receive shift differential in the amount of 5-1/2% of the base pay of a 4-year fire fighter. The allowance shall be computed in conjunction with each year's increase per this contract. All benefits are paid following the period for which they are earned. New employees will receive earned credit for shift differential beginning with the 7th month of their employment with the City to July 1 of the following year, at which time they will receive the pro-rated amount due them. The payment of the allowance will be paid by separate check July 15 and January 15 or sooner.

Effective July 1, 1995, if a firefighter is absent from duty for a period of time exceeding thirty (30) consecutive calendar days per contract year for sick, job injury, or leave of absence with or without pay Shift Differential shall be pro-rated accordingly beginning with the thirtieth (30th) day.

Section 11, Replacement of Personal Item:

The City will replace the following items if damaged in the cause of firefighting duties or assigned duties the firefighter is to carry out, or ordered to carry out in, or around, the fire station:

- A. Eyeglasses
- B. Dentures

Section 12, Retirement:

1. Section 15.2 Definitions

Part 28 Voluntary Retirement Age shall be unlimited with 20 years or more of credited service. Effective January 1, 1987, a member with twenty (20) years of service, regardless of age, may retire and receive an immediate annuity under the following conditions:

A. A member who retires under this option shall not receive paid hospitalization as provided for retirees until such time as he reaches age 50.

B. A member who retires under this option, permanently forfeits his right to the escalator provision.

2. Section 15.2 (11)

For fireman members effective January 1, 1987, Final Average Compensation (FAC) shall be highest annual compensation received during three of the ten years of service immediately preceding retirement. Final Average Compensation for fireman members shall include 50% of accumulated sick and vacation pay.

3. Section 15.2 Prior Military Service Time

Members of Local 1614, prior to employment with the City, who were called or entered into any military service of the United States recognized by the Retirement Board, may have required period of active duty credited to them as membership service subject to the following conditions and limitations:

A. The member files a written election with the Retirement Board on or after January 1, 1993 to claim Military Service Credit not to exceed two (2) years and under the provision of this subsection.

B. The member furnishes the Retirement Board such information as it determines necessary to verify the amount of military service being claimed.

C. The member pays to the Retirement System an amount equal to five and one half percent (5.5%) of the members current annual salary in effect at the time of request multiplied by the period of military service being claimed.

D. The required payment amount shall be made under one of the following options:

1. Payment in full within one (1) year after approval for claimed military service under the provisions of this subsection.

2. Payment by increased bi-weekly retirement contributions over a period not to exceed seven (7) years. Payment must be completed prior to application for retirement.

E. In the event a member dies prior to completion of the payment required for full credit of military service claimed, either credit for time which payment covers will be credited or any person otherwise entitled to a retirement allowance on account of the death shall repay the full amount due within forty-five (45) days of the member's death. The forty-five (45) days does not begin until notification is given by the Retirement Board.

F. Military Service Credit which is or will be the basis of service credit under any other public employees retirement program shall not be claimed or credited under the provisions of this section.

4. Effective for those retiring after January 1, 1993, the multiplier shall be increased from 2.5% to 2.8% for the first twenty-five (25) years of service. An additional one percent (1%) will be added to all years over twenty-five (25) years of service, up to a maximum of seventy-five percent (75%).

5. Section 15.17 (c)

Firefighter members with a date of retirement or date of death (while employed by the City) on or after January 1, 1993, shall receive a straight life retirement allowance consisting of an annuity which shall be the actuarial equivalent of his accumulated contributions standing to his credit in the annuity savings fund at the time of his retirement, plus a pension which when added to his annuity produces an amount equal to the sum of (1) 2.8% of his final average compensation multiplied by his first 25 years of credited service plus (2) 1.0% of his final average compensation multiplied by the number of years and fraction of a year of his credited service in excess of 25 years.

6. Section 15.19 (f) (new subsection)

In conjunction with Option II or Option III a firefighter member may elect an additional "pop up" option which, in the event the retirant's beneficiary pre-deceases the retirant, the retirant's reduced retirement allowance shall be increased and paid as if the straight life form of payment had been elected. A retiree electing this option shall have his Option II or Option III retirement allowance further reduced so that the amount received under the pop-up option is the actuarial equivalent of the retirant's straight life amount.

7. Section 15.20 (f)

A fireman member retiring pursuant to Sec. 15.14 with a normal retirement allowance may, within the thirty calendar days preceding retirement, elect to withdraw all or part of the member's contributions credited to his account in the reserve for employee contributions. Partial withdrawals shall be made in increments of \$5,000 or more. Interest credited in accordance with section 15.35 shall not be withdrawn unless the total of the member's contributions credited to the member's account are withdrawn. If an election to withdraw all or part of the member's contribution is made, the member's pension shall be reduced

by the actuarial equivalent of the amount withdrawn. The computed reduction will be based on the mortality table used with other option elections as adopted by the board of trustees and the interest assumption published by the Pension Benefit Guaranty Corporation (PBGC) for immediate annuities. The (PBGC) interest assumption for December shall be used for retirements effective during the following January through June. The (PBGC) interest assumption for June shall be used for retirements effective during the following July through December. This election may be made in conjunction with the other option elections.

8. Section 15.21 Duty Death Before Retirement

Beneficiary would receive a minimum of 50% of annual wage at the time of death or 50% of the wage of a 48 month firefighter, whichever is greater. Should the beneficiary be entitled to workman's compensation the 50% benefit shall be a combination of workman's compensation and city retirement benefits.

9. Section 15.25 Duty Disability Retirement

Weekly workman's compensation converted to annual basis or 50% of his annual wages at the time of disability, whichever is greater.

10. Section 15.26, Members Contribution

Annual retirement contribution 7%

11. Tax Deferred Contributions:

The City, at no cost to itself, agrees to the institution of a pension "Pick-Up" plan for Employees, which will allow Employees to realize increased disposable income by deferring payment of withholding taxes on their pension contributions in accordance with the applicable provisions of the Internal Revenue code; provided that the Internal Revenue Service approves such a "Pick-Up" approved by the Internal Revenue Service will be limited solely to the Fire Fighters. If the Internal Revenue Service does not approve a "Pick-Up" limited solely to Fire Fighters, the said "Pick-Up" will not be applicable. The "Pick-Up" plan as set forth herein shall be instituted as follows:

1. The City shall pick up the Employee contributions required of Fire Department employees for all compensation earned after the effective date of this provision. The contributions, so picked-up, shall be treated as Employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as Employee contributions made prior to the effective date of this provision.

2. The effective date of this provision shall be January 1, 1993, provided that the implementation of this provision shall begin within a reasonable time period after the City has received notification from the Internal Revenue Service pursuant to applicable provisions of the United States Internal Revenue Code. These employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as practicable after IRS approval.

3. With respect to the Plan Amendment and the "Pick-Up" of employee pension contributions set forth above, it is expressly understood and agreed as follows:

a. The Plan Amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.

b. The actual current and future gross salary of the employees will not be affected by the plan amendment.

c. Employee contributions will be withheld from actual gross salary and paid to the plan.

d. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.

e. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the pension plan.

f. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

g. The plan amendment is being accomplished by local agreement rather than a change in State law.

All sections pertaining to retirement will be written by the actuary and shall not be placed into effect until signed by the negotiating committee for the firefighters and the city.

12. Optical Insurance

Effective July 1, 1995, all members who retire shall receive optical insurance. The City will pay a maximum of \$300.00 per year for optical use performed by a licensed doctor for examinations, glasses, or contact lenses, for the retiree and dependents, with no accumulation or carry over. Original bills submitted to Purchasing Office or any other office as designated by the City.

ARTICLE IX, GENERAL:

Section 1, Term of Contract:

This contract shall have an effective date of July 1, 1998, and shall be in effect for four (4) years, terminating June 30, 2002.

Section 2, Zipper Clause:

Except as provided in Article VII, Section 3, the parties agree that during the term of this agreement, neither party shall require nor attempt to require the other party to bargain on any matters affecting wages, hours, or terms and conditions of employment which could have been fully discussed in the negotiations leading to this agreement, except as necessary to negotiating a new agreement to be applied when the present agreement expires. The parties further agree that an interest arbitration panel constituted pursuant to Act 312, being MCLA 423,231, et seq, shall not consider any proposed change not previously formally presented to the other party in writing for discussion and consideration at least 45 days prior to the institution of Act 312 proceedings.

Section 3, Severability:

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree an appeal has been taken within the time provided therefore, which provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 4, Extension:

In the event that negotiations extend beyond the termination date of this Contract, the terms and provisions of this Agreement shall remain in full force and effect pending Agreement upon a new contract.

Section 5, Distribution:

A signed copy of this agreement will be given to the City and the Union. Either copy shall be available to City or Union upon request.

Section 6, Status Quo:

All previous agreements not incorporated in this document will be considered to remain in effect until specifically changed by written amendment.

Section 7, Residency:

Present and future employees of the Roseville Firefighters Association Local 1614 must reside within Macomb, Wayne, Oakland, or St. Clair County within one (1) year of employment.

Section 8, Limited Duty:

Limited Duty will only be worked within the Fire Department. The period of time on limited duty will be up to one (1) year. If the prognosis is the person will be able to return to full duty, up to an additional six (6) months shall be granted for limited duty.

Any employee injured on duty shall be allowed to be examined for limited duty.

Any employee injured off-duty shall be allowed, after one (1) of his working days, to be examined for limited duty, if requested.

Employees approved for limited duty shall be counted as manpower (limited to one (1) person per unit) and will remain on their respective regular scheduled shift for a period not to exceed ninety (90) days. After which the employee will remain on their respective shift and not count as manpower. All other limited duty positions shall be on twenty-four (24) hour schedules, except that the 2nd, 3rd, etc. limited duty positions will not be counted as manpower.

When an employee, who is on 24-hour shift (and counted as manpower), returns to full duty, the next person on limited duty (should there be more than one on 24-hour limited duty) would then be counted as manpower.

After ten (10) days the employee has the right to visit his own physician. Should there be a dispute in an employee's ability to work limited duty between the City's physician and the employee's physician, the employee's physician's recommendation will be followed.

Limited duty positions availability will be on a first injured basis.

If an employee on limited duty is cleared to return to full duty, he will report for duty upon being cleared, or otherwise he will report for duty on his next regular scheduled shift.

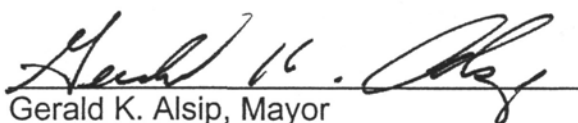
Section 9, Rights and Responsibilities

Both employer and employees recognize the others rights and responsibilities under both Federal and State Law and agree that same shall supersede any provision to the contrary in this agreement unless said law reserves to the parties hereto the right to negotiate said rights and responsibilities hereunder.


IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND

SEALS THIS 10th DAY OF November, 1998, A.D.

CITY OF ROSEVILLE


Gerald K. Alsip, Mayor


Benjamin Foronato, President,
Local 1614


Ronald A. Mackool, City Clerk


Scott Bala, Secretary,
Local 1614

JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

It is the desire of the Employer and the Union to maintain the highest standards of safety in the Fire Department in order to eliminate as much as possible, accidents, death, injuries and illness in the fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect fire fighters shall be provided by the employer. These devices, apparel and equipment shall be inspected by the Joint Occupational Health and Safety Committee on a periodical basis to ensure proper maintenance and replacement.

The employer and the Union shall each appoint three members to the Occupational Safety and Health Committee. This Committee will meet _____(time) and discuss safety and health conditions.

Safety Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the department.

The employer shall not restrict the Safety Committee from any fire department facility when investigating health or safety conditions.

This Committee will be guided, but not limited to, the following principles:

- a. Make immediate and detailed investigation into each accident, death or injury to determine the fundamental causes.
- b. Develop data to indicate accident causes and injury rates. Develop uniform operating procedures.
- c. Inspect the fire department facility to detect hazardous physical conditions safe work methods, including training procedures.
- d. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting.
- e. Promote safety and first aid training for Committee members and fire fighters.
- f. Participate in advertising safety and selling the safety program to the employees through department meetings.

In line with the above enumerated goals, the Committee shall:

1. Make periodic inspections of the Fire Department facilities, but not less frequently than _____.
2. Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous condition.
3. Review and analyze all reports of accidents, deaths, injuries, and illnesses. Investigate causes and recommend rules and procedures for the promotion of health and safety of the fire fighters.
4. Keep minutes of all joint Committee meetings and a written report shall be prepared for review at the next Committee meeting.

A record shall be kept of accidents, injuries and illnesses and shall be maintained by the fire department and made available on request to the Safety Committee members. These reports shall include all reports required by the (State) Department of Labor under the Occupational Safety and Health Act of 1970.

A Union member and a management member shall accompany the State inspector on his inspection tour of the fire department facilities, subject to the inspector's consent.

All disputes arising under this article and not resolved by the Committee shall be considered proper subjects for adjustment under the grievance procedure. Any such grievance shall be investigated and when filed by the Union in accordance with Article VI of the contract, shall be introduced at a level immediately proceeding arbitration.