

3862

6/30/2003

AGREEMENT

by and between

CITY OF ST. JOSEPH

and

**LOCAL 1670 OF THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

July 1, 1998

to

June 30, 2003

St. Joseph, City of

ml *JD*

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - PURPOSE AND INTENT	1
ARTICLE II - RECOGNITION	1
ARTICLE III - EMPLOYER'S RIGHTS	1
ARTICLE IV - GRIEVANCE PROCEDURE	1
ARTICLE V - CHECK-OFF	3
ARTICLE VI - SENIORITY	3
ARTICLE VII - HOURS OF WORK	4
ARTICLE VIII - WAGES	4
ARTICLE IX - LONGEVITY	6
ARTICLE X - HOSPITALIZATION AND LIFE INSURANCE	6
ARTICLE XI - HOLIDAYS	7
ARTICLE XII - VACATIONS	7
ARTICLE XIII - EMPLOYEES' RETIREMENT SYSTEM	8
ARTICLE XIV - WORK STOPPAGE	10
ARTICLE XV - FUNERAL LEAVE	10
ARTICLE XVI - INJURY LEAVE	10
ARTICLE XVII - SICK LEAVE	11
ARTICLE XVIII - CLOTHING ALLOWANCE	12
ARTICLE XIX - FOOD ALLOWANCE	12

ARTICLE XX - LETTER OF UNDERSTANDING 12
ARTICLE XXI - AMERICANS WITH DISABILITY ACT 12
ARTICLE XXII - SEPARABILITY AND SAVINGS CLAUSE 13
ARTICLE XXIII - JOB DESCRIPTIONS AND JOB EVALUATIONS 13
ARTICLE XXIV - DURATION 13
APPENDIX A 14



AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July, 1998, by and between the CITY OF ST. JOSEPH, Michigan, a Municipal corporation, hereinafter referred to as the "Employer", and LOCAL 1670 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "Union".

WITNESSETH:

ARTICLE I - PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages (including fringe benefits), hours and working conditions which shall prevail for the Fire Fighters covered by this Agreement for the life of this contract.

ARTICLE II - RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in regard to wages (including fringe benefits), hours and other terms and conditions of employment for all uniformed, regular, permanent, full-time Fire Fighters who are working in the Fire Department in the City of St. Joseph, excluding the Fire Chief and all other city employees.

ARTICLE III - EMPLOYER'S RIGHTS


Section 1: Except as restricted by the terms of this Agreement, all rights to manage the affairs of the Employer and the Fire Department are reserved to the Employer.

Section 2: The Employer, in the course of its exercise of its sole right to manage the affairs of the city, may from time to time make reasonable rules and regulations not in conflict with this Agreement which are for the purpose of efficiency, safety and discipline.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: It is the desire of the parties that grievances be adjusted as quickly as possible. In the event a grievance should arise, the following steps should be taken. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2: FIRST STEP. A Fire Fighter who believes he has a grievance shall first discuss the matter with the Fire Chief personally or accompanied by the Union representative within five (5) calendar days after the occurrence of the event upon which the grievance is based, or conditions being such that the employee should have reasonably known of the event, whichever occurs later. It shall be the objective of both parties to resolve the matter in this informal manner.

SMH 

Section 3: SECOND STEP. Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Fire Chief within ten (10) calendar days after the occurrence of the event upon which the grievance is based or when the Fire Fighter first has knowledge of such event. Said grievance to be processed in this manner must be reduced to writing, state the facts upon which it is based, when they occurred, and be signed by the Fire Fighter who is filing the grievance or an officer of the Union when the Union is filing the grievance. The Fire Chief shall meet with the grievant and/or Union representative or representatives within five (5) calendar days after receipt of the grievance to consider the grievance. The Fire Chief shall give a written answer to the aggrieved Fire Fighter and/or Union representative or representatives within five (5) calendar days after the date of this meeting. 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 Fire Chief.

Section 4: THIRD STEP. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and/or his Union representative or representatives shall notify the City Manager in writing within five (5) calendar days after receipt of the Fire Chief's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Employer, the grievant and/or the Union representative or representatives within ten (10) calendar days after receipt by the City Manager of the notice of desire to appeal. A written answer shall be given by the City Manager's representative within fifteen (15) calendar days after the date of the Third Step meeting.

Section 5: If the grievance has not been settled in the Third Step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the Third Step answer.

(a) All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate or unduly severe, he may modify it accordingly. He shall have authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee which the employee would otherwise have received (excluding overtime compensation, and less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension, or layoff period in issue, and which would not have been earned otherwise), and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

Section 6: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the Union.

Section 7: The presentation and discussions of grievances provided for in this Article shall take place outside of the regular work hours, except during the first two (2) steps of this procedure (Sections 2 and 3 of this Article) which will be held during work hours so long as all persons involved could so meet without interference with their assigned duties.

ARTICLE V - CHECK-OFF

Section 1: The Employer agrees to deduct from the wages of such Fire Fighters, in accordance with the expressed terms of signed authorization to do so, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union. Said deduction shall be made out of the first payroll period of each month and forwarded, within fifteen (15) days, to the Treasurer of the Local; 923 Broad; St. Joseph, Michigan.

Section 2: The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted by the Union to the Employer.

ARTICLE VI - SENIORITY

Section 1: Seniority shall be defined as a full-time Fire Fighter's length of continuous service with the Employer since his last hiring date. "Last hiring date" shall mean the date on which the Fire Fighter was hired and since which he has not quit, retired or been discharged for cause. No time will be deducted from a Fire Fighter's length of service due to absences occasioned by authorized leaves of absence, vacations, layoffs, sick or accident leaves. Seniority shall apply only to permanent, full-time Fire Fighters.

Section 2: All new Fire Fighters will be probationary Fire Fighters for their first one hundred eighty (180) days of work for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether a Fire Fighter has the ability and other attributes which would qualify him for regular Fire Fighter status. During the one hundred eighty (180) day probationary period, such new Fire Fighter shall be on a trial basis, shall have no seniority and may have his employment terminated without regard to his relative length of service. A new Fire Fighter who satisfactorily completes his one hundred eighty (180) day probationary period shall then have his name added to the seniority list as of the date he was employed.

Section 3: The City Manager shall establish a seniority list of all Fire Fighters and shall post it no later than March 2 and it shall remain posted on the bulletin boards of the fire stations and a copy of same shall be mailed to the Secretary of the Union. Any objections to the seniority list posted shall be reported to the City Manager on or before April 2 of the same year or the list shall stand approved.

Section 4: A Fire Fighter's seniority will terminate:

- (a) If he quits, retires or is discharged for cause.
- (b) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within ten (10) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the Employer unless sick and he gives notice to the Employer of such sickness or unless circumstances beyond the Fire Fighter's control prevented him from giving such notice.
- (c) If he is absent for two (2) regularly scheduled working days without notifying a representative of the Employer within such two (2) day period of a justifiable reason for such absence, unless circumstances beyond the Fire Fighter's control prevented him from giving such notice.
- (d) If he fails to return to work immediately upon the expiration of a leave of absence or accepts employment elsewhere while on a leave of absence.
- (e) When he has been laid off due to a reduction of Fire Department personnel for a continuous period equal to the amount of the Fire Fighter's seniority at the start of such layoff or for a period of twenty-four (24) consecutive months, whichever is the lesser amount of time.

Section 5: In the event of a reduction in the number of Fire Department personnel, those Fire Fighters on probation shall be laid off first. Then those Fire Fighters with the least amount of seniority shall be laid off. Upon recall from layoff, the Fire Fighters laid off shall be the first Fire Fighters recalled. No new Fire Fighters will be hired until all Fire Fighters with seniority are recalled.

ARTICLE VII - HOURS OF WORK

Section 1: The normal work week of a Fire Fighter shall average fifty-six (56) hours per week. The work day shall be from 8:00 a.m. to 8:00 a.m.

ARTICLE VIII - WAGES

Section 1: A wage schedule setting forth the rates of pay of the various classifications shall be attached hereto and made a part of this Agreement. An employee's straight time hourly

rate shall be computed by dividing his annual salary by two thousand nine hundred twelve (2,912) hours. The wage schedule shall be known as "Appendix A".

Section 2: An employee called back to work after the end of his regular work day will receive pay for not less than three (3) hours.

Section 3: Except as provided by Section 4 of this Article, where state or federal law requires that overtime be paid on an employee's regular scheduled duty hours, the basic hourly rate for purposes of this section shall be computed by dividing the annual rate of pay by two thousand nine hundred twelve (2,912) hours. Sick leave, vacation leave, compensatory time off and excused time off (excluding absences without pay for the benefit of the employee) shall be counted as hours actually worked for purposes of overtime pay due under state or federal law.

In lieu of receiving overtime pay under this section, an employee may elect to bank compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked, to be used as set forth below. No more than four hundred eighty (480) hours of compensatory time may be accumulated at any one time by an employee hired before July 1, 1996. Employees hired on or after July 1, 1996, may not accumulate more than one hundred (100) hours of compensatory time at any one time. An employee may utilize his compensatory time off only with the prior consent of the Fire Chief, who will allow the time off to be taken unless, at the time of the employee's request, it would result in a staffing shortage or the use of overtime to pay another employee to work for the employee using his compensatory time. Each such hour used by an employee shall be deducted from his compensatory time bank.

Section 4: Employees who, having reported for work, are required to remain on duty for a period in excess of twenty-four (24) consecutive hours, or who are called back to work shall be paid at the rate of time and one-half their basic hourly rate of pay for the hours so worked. The basic hourly rate for purposes of this section will be computed on the basis of dividing the annual rate of pay by two thousand eighty (2,080) hours.

Section 5: The Employer shall have the right to temporarily transfer employees from one job classification to another. When an employee is temporarily transferred to a job classification with a higher maximum rate of pay, he shall be paid an additional thirty-five cents (35¢) for each hour he actually works in that classification.

Section 6: The ranks in the bargaining unit shall be Fire Fighter, Lieutenant, Captain, and Fire Marshal.

ARTICLE IX - LONGEVITY

All Fire Fighters will receive annual longevity pay, payable in January of each year, on the following basis:

.2% x years of service x (base pay + overtime pay
+ holiday pay for the previous calendar year).

The maximum longevity pay shall be 4% of the sum of base pay, plus overtime pay, plus holiday pay in the previous calendar year. Upon separation, retirement or death, an employee shall receive his longevity pay on a pro rata basis.

ARTICLE X - HOSPITALIZATION AND LIFE INSURANCE

Section 1: Effective July 25, 1998, the Employer agrees to pay the cost of the Blue Cross Blue Shield hospitalization plan (Comprehensive Major Medical 100/200 with ECS rider, AP2 rider, VST rider, OPS \$15.00, RM, and Preferred Prescription Drug care \$10.00 with MOPD rider). The current policy will remain in place until July 25, 1998.

Section 2: A life insurance policy in the amount of Fifteen Thousand Dollars (\$15,000.00) with double indemnity for loss of life will be provided Fire Fighters by the Employer at no cost to the Fire Fighter.

Section 3: When an employee is laid off, the Employer shall continue to provide the hospitalization and life insurance benefits for three (3) months or until the laid off employee obtains coverage under another life and hospitalization insurance plan. Then to the extent permitted by the provisions of the insurance policies, a laid off employee may continue the benefits in effect by paying the premium to the Employer in advance of its due date.

Section 4: The Employer will pay one-half (1/2) of the premium of the hospitalization plan in effect for active Fire Fighters and their families until the employee reaches age 65, if the employee retires within the first ninety (90) days he is eligible to retire under the provisions of the retirement plan. Any retiree participating in the hospitalization plan may, however, choose to opt out of the prescription drug rider and thereby eliminate the cost of said rider for the City and the retiree; such retirees may opt in or out of the prescription rider during the annual open enrollment period (currently June 25 through July 25 of each year).

Section 5: Each employee shall annually have the option of selecting either one (but not both or any combination) of the following benefits:

(a) Reimbursement up to fifty percent (50%) of the cost of his/her (and all family members'/dependents') qualifying dental and optical expenses (documented proof of qualifying payments will be required), up to a maximum total payment of Four Hundred Dollars (\$400.00) per family, per year. "Qualifying" is defined as "health related".

(b) Electing the Blue Cross Blue Shield Dental Care Benefits plan C and Blue Cross Blue Shield Vision Care Benefits plan A80-FLVS-A. The Employer will contribute up to Thirty Dollars (\$30.00) per employee per month toward the cost of this benefit, and the employee will be responsible for remaining portion of the premium.

Each employee must make this election, in writing to the Personnel Department, by June 15 of each year, for the one-year period beginning the following July 25. If an employee chooses to not make an election in this fashion, the option then in effect for the employee in the current year will remain in effect for the next year. In the period until initial coverage takes effect under this contract (between July 1 and July 25, 1998), employees may continue to use any unused portion of the 1997-98 dental/optical reimbursement.

ARTICLE XI - HOLIDAYS

Section 1: All employees covered by this Agreement shall receive holiday pay for New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day and Good Friday.

Section 2: The pay for a holiday will be made to a Fire Fighter by paying eight (8) hours of pay times the basic hourly rate, such rate to be computed by dividing the Fire Fighter's annual salary by two thousand eighty (2,080) hours; provided he has worked his last regularly scheduled day before and his first regularly scheduled day after the holiday unless he is excused by the Employer in writing.

(a) If a holiday falls during a Fire Fighter's normal work day, he will not be given an extra day off but will be paid for the holiday in accordance with the above section in addition to the regular pay due the Fire Fighter for that day.

Section 3: If the Employer declares special holidays in addition to the holidays in Section 1 of this Article, the Fire Fighters will not be paid holiday pay but will be given eight (8) hours of time off from work on a work day selected by the Fire Fighter and approved by the Employer.

ARTICLE XII - VACATIONS

Section 1: Each full-time, regular Fire Fighter shall receive a vacation with pay in accordance with the following provisions:

(a) A Fire Fighter with one (1) year or more but less than ten (10) years of service with the Employer shall be eligible for two (2) weeks [six (6) working days] of vacation with pay.

(b) A Fire Fighter with ten (10) years or more but less than twenty (20) years of service with the Employer shall be eligible for three (3) weeks [eight (8) working days] of vacation with pay.

(c) A Fire Fighter with twenty (20) years or more but less than twenty-five (25) years of service with the Employer shall be eligible for four (4) weeks [eleven (11) working days] of vacation with pay.

(d) A Fire Fighter with twenty-five (25) years or more of service with the Employer shall be eligible for five (5) weeks [fourteen (14) working days] of vacation with pay.

Section 2: Two (2) weeks of vacation pay shall equal two (2) weeks of a Fire Fighter's normal work weeks at his regular, straight time earnings as of the anniversary date from which he qualifies for vacation; three (3) weeks shall equal three (3) normal work weeks; and four (4) weeks shall equal four (4) normal work weeks.

Section 3: Vacations will be granted at such times during the year as are suitable considering both the wishes of the Fire Fighter and efficient operations of the Fire Department.

Section 4: Vacation days at the applicable accrual rate as set forth in Section 1 above shall be credited to each employee as of his/her anniversary date of hire. Employees may carry at any one time and bank for use or cash-out up to one-and-one-half (1½) years' accrual of vacation time at the employee's current accrual rate.

Section 5: Eligibility for vacation will be measured from the Fire Fighter's last date of starting to work for the Fire Department.

ARTICLE XIII - EMPLOYEES' RETIREMENT SYSTEM

Section 1: The Employer agrees to amend the City of St. Joseph Employees' Retirement System effective July 1, 1983, as follows:

(a) The normal retirement benefit available to employees retiring on or after July 1, 1983, shall be based upon two and one-half percent (2½%) of final average compensation multiplied by the first twenty-five (25) years of credited service. The number of years of service beyond twenty-five (25) shall not be utilized in any way in this calculation. In no event shall such benefit be less than an amount equal to one and eighty-five hundredths percent (1.85%) of final average compensation multiplied by the total years of credited service.

(b) The employee contribution to the Retirement System shall be six and one-half percent (6½%).

(c) Employees who have attained fifty (50) years of age and completed twenty-five (25) years of service shall be eligible to retire and receive a normal retirement benefit.

(d) Employees terminating employment after twenty-five (25) years of service but before attaining fifty (50) years of age shall qualify for a deferred retirement benefit payable at age fifty (50). Employees terminating employment after accruing ten (10) years of service, but before accruing twenty-five (25) years of service shall be eligible for a deferred benefit payable at age sixty (60).


(e) For employees retiring before July 1, 1995, the definition of final average compensation shall exclude any lump sum payment made by the Employer pursuant to the provisions of the sick leave program. For employees retiring on or after July 1, 1995, the definition of final average compensation shall exclude any lump sum payments made by the Employer pursuant to the provisions of the sick leave program or for accumulated, unused compensatory time.

(f) Effective July 1, 1979, the calculation of final average compensation for employees retiring on or after July 1, 1979, shall be on the basis of the highest three (3) of the last five (5) years of service. Effective July 1, 1996, the calculation of final average compensation for employees retiring on or after July 1, 1996, shall be on the basis of the highest three (3) consecutive years of the last five (5) years of service.

(g) For employees retiring after January 1, 1984, the employee's spouse at the date of his retirement will be entitled to receive a monthly benefit equal to fifty-five percent (55%) of the employee's pension benefit in the event of the employee's death after retirement.

(h) For employees retiring on or after July 1, 1995, pension benefits will be adjusted every July 1 in an amount equal to the percentage increase in the CPI-U (all cities) for the twelve months ending in the March immediately preceding the adjustment date, with the maximum annual percentage increase being two and one-half percent (2.50%). The first annual adjustment shall occur on the July 1 which is at least six (6) months after the retirement date. Subsequent annual adjustments shall be made each July 1 thereafter based on the amount of the pension benefit being paid immediately prior to the adjustment date. If the CPI-U (all cities) is restructured or discontinued, the parties will mutually agree upon an alternate index which most closely resembles the CPI-U (all cities). If they cannot agree on such an index, the dispute will be submitted to binding arbitration.

(i) Effective through June 30, 2007, neither party will propose in negotiations or pursue in Act 312 proceedings any changes in pension benefits. This moratorium applies to the pension formula, pension final average compensation, retirement eligibility requirements, survivor benefits, the employee contribution rate, the pension escalator,

omh 

and the addition of any employer contribution to an ICMA or deferred compensation program. The City and the Union agree that this subsection shall remain in full force and effect until June 30, 2007, regardless of any earlier expiration date of any collective bargaining agreement in which it is incorporated, and further agree that this subsection shall be incorporated in all collective bargaining agreements having an expiration date on or before June 30, 2007. Upon expiration of this moratorium on June 30, 2007, all existing pension benefits shall remain in force and effective unless and until modified through negotiations by mutual agreement of the City and the Union, or through binding Act 312 arbitration.

ARTICLE XIV - WORK STOPPAGE

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its officers nor its agents will authorize, instigate, aid, condone or engage in a strike, slowdown or other interference (to include picketing in uniform) with the Employer's operations. The Employer agrees that, during the same period, there shall be no lockouts.

ARTICLE XV - FUNERAL LEAVE

Section 1: Employees who at the time have completed their probationary period shall receive the amount of pay they would have received on a regular twenty-four (24) hour straight time basis for each day necessarily lost during their normal work week, not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive calendar days ending with the day of the funeral, and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present proof of death.

(a) Immediate family is to be defined as: mother, father, wife, husband, children, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother and grandfather, or other unspecified relatives if they live in the employee's household.

ARTICLE XVI - INJURY LEAVE

Section 1: Whenever a Fire Fighter is incapacitated other than permanently incapacitated as a result of an injury resulting from his work while on duty as a result of his employment with the Employer, he shall be entitled to his regular pay during the period he is unable to perform his work or until such time as he is eligible to retire, less any worker's compensation payments, provided that as a condition of such payment the employee shall perform any meaningful work that is available with the Employer that he is able to perform.

ARTICLE XVII - SICK LEAVE

Section 1: Fire Fighters shall accumulate sick leave at the rate of twenty-four (24) hours per month for each completed month of service. Unused sick leave shall accumulate from year to year on an unlimited basis.

(a) When a Fire Fighter is entitled to sick leave, a Fire Fighter shall be paid sick leave on the basis of twenty-four (24) hours for every twenty-four (24) hour duty day missed while on sick leave.

(b) Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than twelve (12) hours.

(c) Sick leave shall be retroactive to July 1, 1971. Such sick leave accumulation shall be computed on the basis of twenty-four (24) hours per month, minus sick leave used since July 1, 1971.

(d) Upon death or retirement an employee shall be entitled to payment at the rate of fifty percent (50%) of his straight time hourly rate for up to sixty (60) days of accumulated unused sick leave that has been accumulated since July 1, 1971.

(e) Upon retirement, an employee shall be entitled to credited service for fifty percent (50%) of up to sixty (60) days of accumulated unused sick leave that has been accumulated since July 1, 1971. The maximum amount of credited service granted for accumulated sick leave shall be twelve (12) weeks.

(f) In lieu of the pay-out in subsection (d), an employee retiring within ninety (90) days of eligibility for retirement under the retirement program may elect to receive a cash payment computed as follows:

- 100% of the first thirty (30) days of accrued sick leave;
- 50% of the next sixty (60) days of accrued sick leave;
- 25% of any remaining accrued sick leave days.

This payment will be made at the time of the employee's retirement, within ninety (90) days, or at a later date if requested by the employee. Pay-out under this subsection (f) shall not apply to employees hired on or after July 1, 1998.

Section 2: The Employer may require a medical certificate to justify the granting of sick leave.

ARTICLE XVIII - CLOTHING ALLOWANCE

Section 1: The Employer shall supply Fire Fighters with dress uniforms, fireman coats and boots as needed. Additionally, the Employer shall provide each Fire Fighter with three (3) sets of uniforms to be worn only while on duty. The uniforms shall be replaced as needed, but not more frequently than once each year.

ARTICLE XIX - FOOD ALLOWANCE

Section 1: Effective July 1, 1998, the Employer shall increase the annual food allowance to Six Hundred Five Dollars (\$605.00) per year per Fire Fighter. Effective July 1, 1999 this sum shall increase to Six Hundred Thirty Five Dollars (\$635.00) per year per Fire Fighter; effective July 1, 2000 this sum shall increase to Six Hundred Sixty Five Dollars (\$665.00) per year per Fire Fighter; effective July 1, 2001 this sum shall increase to Six Hundred Ninety Five Dollars (\$695.00) per year per Fire Fighter; and effective July 1, 2002 this sum shall increase to Seven Hundred Twenty-Five Dollars (\$725.00) per year per Fire Fighter. This amount is to be spread over twenty-six (26) payments during the year.

ARTICLE XX - LETTER OF UNDERSTANDING

Section 1: The Letter of Understanding dated February 14, 1984, and attached hereto as Appendix "B", is incorporated into and made a part of this Agreement. The Letter of Agreement dated March 4, 1997, and attached hereto as Appendix "D", is also incorporated into and made a part of this Agreement. Pursuant to said Letters of Agreement, the City shall maintain a minimum of twelve (12) 24-hour full-time fire suppression employees (Fire Fighters, Lieutenants and Captains, as in the past), and a minimum of three (3) 24-hour full-time suppression employees on duty at all times. In addition, the Letter of Agreement dated September 17/22, 1997, and attached hereto as Appendix "E", is incorporated into and made a part of this Agreement.

ARTICLE XXI - AMERICANS WITH DISABILITY ACT

Section 1: The Union and the Employer recognize that the Employer has a duty under the ADA not to discriminate against qualified employees or applicants with disabilities, and that "reasonable accommodations" may be necessary for qualified individuals that would not impose an "undue hardship". If presented with a request by a qualified disabled employee or applicant for accommodations under the ADA that would be inconsistent with any provision of this Agreement, the parties will negotiate the requested accommodation. If no agreement is reached, the Employer may utilize its best judgment and take the action it deems appropriate. The Union may then exercise its right under applicable law or under the grievance and arbitration provisions of this Agreement. Where the parties and the affected employee agree upon an accommodation, that agreement shall be implemented. The fact that the Union may agree to an accommodation in a particular case does not relieve the Employer of future obligations to negotiate other accommodation requests.

ARTICLE XXII - SEPARABILITY AND SAVINGS CLAUSE

Section 1: In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE XXIII - JOB DESCRIPTIONS AND JOB EVALUATIONS

Section 1: Job Descriptions - The City and the Union will negotiate over job descriptions by December 31, 1998; no job descriptions shall be adopted without the mutual agreement of both parties.

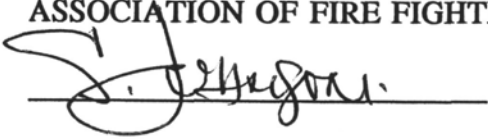
Section 2: Job Evaluations - Employees shall be evaluated once annually by the Fire Chief or Public Safety Director. Evaluations shall not be used in any way for purposes relating to discipline, advancement or promotion.

ARTICLE XXIV - DURATION

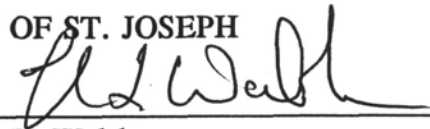
This Agreement shall become effective on the 1st day of July, 1998, and shall remain in full force and effect to and including the 30th day of June, 2003. This Agreement shall be extended on the 30th day of June, 2003, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modifications must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the Employer and the Union have caused this Agreement to be signed on this 29th day of June, 1998.

LOCAL 1670, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS



CITY OF ST. JOSEPH

By: 
Frank L. Walsh
City Manager



APPENDIX A

FOR FIREFIGHTERS HIRED BEFORE JULY 1, 1998:

<u>Eff. Date</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>
7/1/98	\$24,481.95	\$26,693.03	\$28,904.12	\$31,115.19
7/1/99	\$25,167.44	\$27,440.43	\$29,713.44	\$31,986.42
7/1/00	\$25,884.72	\$28,222.49	\$30,560.27	\$32,898.04
7/1/01	\$26,635.37	\$29,040.94	\$31,446.51	\$33,852.07
7/1/02	\$27,434.43	\$29,912.17	\$32,389.91	\$34,867.63
	<u>2 years</u>	<u>30 Months</u>	<u>3 Years</u>	
7/1/98	\$33,326.25	\$35,537.33	\$37,748.42	
7/1/99	\$34,259.39	\$36,532.38	\$38,805.38	
7/1/00	\$35,235.78	\$37,573.55	\$39,911.33	
7/1/01	\$36,257.61	\$38,663.18	\$41,068.76	
7/1/02	\$37,345.34	\$39,823.07	\$42,300.82	

FOR FIREFIGHTERS HIRED AFTER JULY 1, 1998:

<u>Eff. Date</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>
7/1/98	\$24,481.95	\$25,808.60	\$27,135.25	\$28,461.90
7/1/99	\$25,167.44	\$26,531.23	\$27,895.02	\$29,258.81
7/1/00	\$25,884.72	\$27,287.38	\$28,690.04	\$30,092.70
7/1/01	\$26,635.37	\$28,078.71	\$29,522.05	\$30,965.39
7/1/02	\$27,434.43	\$28,921.07	\$30,407.71	\$31,894.35

<u>Eff. Date</u>	<u>2 Years</u>	<u>30 Months</u>	<u>3 Years</u>	<u>42 Months</u>
7/1/98	\$29,788.55	\$31,115.20	\$32,441.85	\$33,768.50
7/1/99	\$30,622.60	\$31,986.39	\$33,350.18	\$34,713.97
7/1/00	\$31,495.36	\$32,898.02	\$34,300.68	\$35,703.34
7/1/01	\$32,408.73	\$33,852.07	\$35,295.41	\$36,738.75
7/1/02	\$33,380.99	\$34,867.63	\$36,354.27	\$37,840.91

<u>Eff. Date</u>	<u>4 Years</u>	<u>54 Months</u>	<u>5 Years</u>
7/1/98	\$35,095.15	\$36,421.80	\$37,748.42
7/1/99	\$36,077.76	\$37,441.55	\$38,805.38
7/1/00	\$37,106.00	\$83,508.66	\$39,911.33
7/1/01	\$38,182.09	\$39,625.43	\$41,068.76
7/1/02	\$39,327.55	\$40,814.19	\$42,300.82

OMH 

<u>Classification</u>	<u>Effective Date</u>	<u>Start</u>
Lieutenant	7/1/98	\$41,894.92
	7/1/99	\$43,067.97
	7/1/00	\$44,295.41
	7/1/01	\$45,579.98
	7/1/02	\$46,947.37
Fire Marshal**	7/1/98	\$47,500.00
	7/1/99	\$49,000.00
	7/1/00	\$50,500.00
	7/1/01	\$52,000.00
	7/1/02	\$53,500.00
Captain	7/1/98	\$44,190.76
	7/1/99	\$45,428.10
	7/1/00	\$46,722.80
	7/1/01	\$48,077.76
	7/1/02	\$49,520.10

**The Fire Marshal will be a salaried position. The Fire Marshal shall also be provided by the City with a departmental vehicle which may be used for travel between home and the Fire Department for the Fire Department-related business.

LETTER OF UNDERSTANDING

It is understood and agreed between the City of St. Joseph and Local 1670 of the International Association of Fire Fighters that the City shall establish and maintain a volunteer/reserve fire fighter program to supplement full paid fire fighters. Full paid fire fighters shall participate in the training of the volunteer or reserve fire fighters and the volunteer or reserve personnel will perform fire fighting activities.

1. The number of full paid fire fighters within the department shall be reduced by one (1) fire fighter per year in each of the next five (5) years. The result of this reduction will be a fire department with at least five fewer full paid fire fighters at the end of this five year period. If an opportunity, through natural attrition, presents itself that could provide for more than the aforementioned reduction of five (5), and such reduction cannot be agreed to through discussions between the parties, the issue will be submitted to arbitration pursuant to Paragraph 8.

2. It is anticipated that this reduction will be accomplished primarily through retirement of current full paid fire fighters. No fire fighters shall be laid off to accomplish this reduction.

If, however, in any of these years, the number of full paid fire fighters is not reduced, the City shall have the right to transfer full paid fire fighters into other city employment in order to accomplish that year's reduction.

3. If any full paid fire fighter is transferred to other City employment under the terms of this agreement, he shall receive, in the year of transfer and the subsequent years, at least the same annual rate of pay, and all benefits that he would have received if he had not been transferred to other City employment, but had instead remained within the fire department.

4. All transfers to other City employment under this agreement shall be made in accordance with seniority as defined in Article VI of the current collective bargaining agreement. Full paid fire fighters (not Captains or Lieutenants) shall be given the right to accept or refuse a transfer in order of seniority beginning with the most senior fire fighter. If all full paid fire fighters refuse the transfer, the City will select for the transfer the least senior fire fighter. Captains and Lieutenants may not bid on transfers outside of the bargaining unit, but if a Captain or Lieutenant is the least senior employee in the bargaining unit, he may be transferred.

APPENDIX "B"

5. If there is a reduction in the number of full paid fire fighters below that necessary to accomplish the reduction rate of one full paid fire fighters per year during the next five years, any fire fighter transferred to other City employment under this section may return to full paid fire fighting duties at the same wage and benefit rate he would have received if he had not transferred to other City employment, but had instead remained within the fire department.

6. Until July 1, 1984, a minimum of five (5) full paid fire fighters will be on duty on each shift. As of July 1, 1984, this number shall reduce to four (4), and shall reduce to three (3) on July 1, 1985.

7. The City's right to reduce the number of full paid fire fighters is contingent upon the implementation and maintenance of the volunteer/reserve fire fighter program.

8. Any dispute regarding the meaning, interpretation, or application of this agreement shall be adjusted in accordance with the grievance procedure set forth in the collective bargaining agreement.

IN WITNESS WHEREOF, the employer and the union have caused this Agreement to be signed on this 14 day of February, 1984.

LOCAL 1670, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

Elmer Schaefer

Ben Gascioj

CITY OF ST. JOSEPH

By William S. Sinclair
William S. Sinclair
City Manager

William A. Moore
William A. Moore
Fire Chief

A

LETTER OF AGREEMENT

It is hereby agreed between the City of St. Joseph ("City") and the St. Joseph Fire Fighters Association, Local 1670 IAFF ("Union") as follows:

1) Notwithstanding the City Charter provisions providing for a Fire Chief within the City's Fire Department, the Union agrees that the City may utilize a Public Safety Director in lieu of a Fire Chief.

2) No later than July 1, 1997, the City shall fill the bargaining unit position of Fire Marshal, and shall simultaneously hire a new Fire Fighter in the bargaining unit to replace the bargaining unit member that has transferred to Fire Marshal, so that the bargaining unit will then be comprised of one (1) 8-hour Fire Marshal and twelve (12) total 24-hour fire suppression employees (Fire Fighters, Lieutenants, and Captains as in the past). It is understood that the Fire Marshal does not count towards the requirement under the Letter of Understanding dated 2/14/84 that there be a minimum of three (3) 24-hour fire suppression employees on duty at all times.

3) The position of Fire Marshal shall be filled in all instances through testing of a bargaining unit employee. In making said testing, the City shall have the right to select among those bargaining unit members expressing an interest in the Fire Marshal position. If several members with equivalent qualifications have an interest in the position, the member shall be chosen by seniority.

4) The work schedule for the Fire Marshal shall be 40 hours per week, 8 hours per day, Monday through Friday, 8:00 a.m. to 4:30 p.m., inclusive of a unpaid 1/2 hour lunch.

5) All provisions of the collective bargaining agreement shall apply to the Fire Marshal, except as follows:

a) Any unused sick days or vacation days earned by the employee prior to entering the position of Fire Marshal shall be banked on a day for day basis. Any unused 24-hour vacation days earned by the employee prior to entering the position of Fire Marshal will be converted to 8-hour vacation days on a week-for-week basis. From the date of transfer to Fire Marshal forward, all sick and vacation days shall be accumulated based on a 8-hour day, and when used

by the employee as Fire Marshal shall be treated as 8-hour days. However, should the Fire Marshal return to a 24-hour bargaining unit position, or at such time as the Fire Marshal should die, terminate his employment, or retire, he shall be paid for any unused sick days as provided under the collective bargaining agreement as if all such days are 24-hour days, at the 2912-hour rate of pay, regardless of whether those days were earned as a 24-hour employee or as Fire Marshal. Should the Fire Marshal return to a 24-hour bargaining unit position, all unused vacation days will be converted to 24-hour vacation days on a week-for-week basis. If the Fire Marshal does not return to a 24-hour bargaining unit position, at death, retirement, or separation all unused vacation days will be paid out as 8-hour days at the 2080-hour rate.

b) In the event that the City chooses to no longer fill the Fire Marshal position, the arbitrator's award dated 12/3/92 shall apply, i.e., the employee shall be returned to the 24-hour ranks as a Fire Fighter or his/her former rank, which ever is higher, with Captain's pay. If the Fire Marshal voluntarily chooses to "bump" back into the 24-hour ranks, and providing that a vacancy exists through attrition, he has the right to return to his former classification and pay.

c) Overtime at the rate of time-and-one half shall be paid to the Fire Marshall for any and all hours worked above and beyond his regular work schedule. The Fire Marshal may opt for compensatory time in lieu of overtime pay as provided under the collective bargaining agreement.

d) All holidays shall be addressed in the following manner: Any holiday worked, required or not, shall be paid at the rate of time-and-one-half of the Fire Marshal's current 40-hour pay rate, and any holiday not worked shall be paid as all other normal work days. The recognized holidays are as set forth in the collective bargaining agreement; holidays which fall on a weekend will be considered to fall on the nearest weekday. If the Fire Marshal deems it necessary and in the best interest of the community that he or she work on any particular holiday, the Fire Marshal may do so with the prior approval of the Public Safety Director.



e) The Fire Marshal's annual wages will be as follows:

Starting at July 1, 1996 - \$ 43,634.37

Starting at July 1, 1997 - \$ 44,943.01

f) The Fire Marshal will be provided with uniforms under the same conditions as set forth in the collective bargaining agreement, with the exception being a total of five (5) uniforms a year.

g) The Fire Marshal will accumulate sick days at the rate of one (1) day per month.

h) The Fire Marshal will accumulate vacation days at the rate of five (5) 8-hour days for each week as set forth in Article XII of the collective bargaining agreement. In addition, the Fire Marshal shall be allowed to carry over any unused vacation not to exceed one-and-one-half times his annual accrual on January 1st of each year.

i) The Fire Marshal shall not be included in the call back list or in the overtime list maintained by the 24-hour fire suppression employees.

6) Whether the City chooses to continue utilizing a Fire Marshal in the future or not, the City agrees that it will continue to maintain a minimum of twelve (12) 24-hour fire suppression employees (Fire Fighters, Lieutenants, and Captains as in the past).

7) This Letter of Agreement shall be an addendum to the collective bargaining agreement, and shall be annexed thereto as "Appendix D", upon signing of this Letter of Agreement by the City and the Union.

FOR THE CITY

R. L. Wall
3-4-97

FOR THE UNION

Joe W. Cloud
3-3-97

☆

LETTER OF AGREEMENT

Promotional Procedures

Hydrant Flushing

Rental Housing Inspections

This letter of agreement is entered into between the CITY OF ST. JOSEPH and LOCAL 1670 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, regarding promotional procedures, hydrant flushing, and rental housing inspections. This Letter of Agreement shall be an addendum to the collective bargaining agreement, and shall be annexed thereto as "Appendix E" upon signing by the City and the Association.

1. Promotions. When it is necessary to fill a new permanent job classification or permanent vacancy above the rank of Fire Fighter in the bargaining unit, the City shall post such opening on the bulletin board for a period of not less than five (5) days. During such five (5) day period, employees who meet the eligibility requirements may bid for such job or vacancy by presenting to the Chief or his designated representative a written and signed notification of their desire to be considered for appointment to the vacancy. The appointment to a vacancy in the bargaining unit among applicants shall be in accordance with the following procedure:

- (a) Eligibility Requirements. The minimum eligibility requirements for established positions are as follows:

Fire Lieutenant: Three (3) years in the Fire Fighter classification with the City.

Fire Captain: Five (5) years in the Fire Fighter and/or Lieutenant classification(s) with the City.


Fire Marshall: Three (3) years in the City Fire Department in any bargaining unit classification. (The provisions of this Letter of Agreement replace Paragraph 3, only, of the Letter of Agreement dated 3/4/97, "Appendix D", of the collective bargaining agreement.)

- (b) Written examination: Eligible employees who bid for a job shall be allowed to take a written examination which shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the positions sought. The passing score for the examination shall be seventy (70) percent. Only those applicants who pass the written examination will be eligible to complete the promotional selection procedure.



In the event no applicant shall have passed the written examination, the written examination will be offered again to all bargaining unit employees who wish to apply, regardless of length of service. In the event no applicant shall pass the written examination in this second round of testing, the written examination will be offered again to all bargaining unit employees who wish to apply, regardless of length of service, as well as to qualified candidates from outside the department.

- (c) **Oral Board Test.** The Oral Examining Board shall be appointed by the Chief and shall consist of not less than three (3) nor more than five (5) fire service officers of a rank equal to or greater than that for which application is made, and who are not employees of the City. The Oral Board Test shall consist of a series of oral questions designed to fairly test the comparative merit and fitness of the persons examined to discharge the duties of the positions sought. Except for questions regarding information on the resume, or follow-up questions to clarify a candidate's answer to a question, the questions shall be the same for all candidates; each candidate's examination shall be scored in a uniform manner. The candidate's total Oral Board score shall be based on the average of each panelist's total score for the candidate; provided, however, that in the event the Board consists of five (5) panelists, the highest and lowest panelists' total scores for each candidate shall be discarded for the purpose of calculating each candidate's average score. Each candidate to be examined by the Board shall provide a resume for the use of the Board members; the resume provided shall consist at least of name, years of service with the City Fire Department, current rank, formal education, fire fighter training and schooling, and other schooling. The Oral Board scores shall be based solely on the answers given by the candidate at the oral examination, and shall not be affected by the contents of the candidate's resume.
- (d) **Seniority Points.** Seniority in the City's Fire Department will be calculated as follows:
- (i) For each year of service in the rank next below the rank of the position applied for, each candidate will receive three points per year for the first five years preceding the examination, two points per year for the second five years preceding the examination, and one point per year for the third five years preceding the examination.
 - (ii) For each year of service in the rank two grades below the rank of the position applied for, each candidate will receive two points per year for the first five years preceding the examination, one point per year for the second five years preceding the examination, and one-half point per year for the third five years preceding the examination.
 - (iii) For each year of service in the rank three grades below the rank of the position applied for, each candidate will receive one point per year for the first five years preceding the examination, and one-half point for the next ten years preceding the examination.



(iv) There shall be no points credit for more than fifteen years of service with the City's Fire Department.

(v) For the purposes of this agreement, the ranks within the bargaining unit, in ascending order, are: Fire Fighter, Lieutenant, Captain, and Fire Marshal.

(vi) The total points received under this section by each candidate shall be divided by thirty (30), and the result shall be the proportion of the total possible seniority points credited to the candidate.

- (e) **Ranking of Candidates.** The written test score, the oral board score, and the seniority points score shall each be expressed as a percentage (with 100% being the highest possible score for each), and then weighted, to derive the total score. Under the first written test offered, the final weighted scores shall be written test, 60%; oral board, 30%; and seniority, 10%. Under the second or third written test offered, the final weighted scores shall be: written test, 50%; oral board, 30%; and seniority, 20%. The candidates for each position shall be ranked by total score on a promotional list, which list shall be valid for two years from the date of posting. During the period in which the list is valid, vacancies in the appropriate positions shall be filled by offering the position to the highest-ranked candidate on the list who has not already been promoted to an equal or higher position or left the department.

2. It is hereby agreed that, in this case only, the two candidates who recently tested for the rank of Captain, as well as those candidates for the rank of Lieutenant who achieved a score of 70 or above, will continue in the promotional procedure with their current test scores. In addition, it is agreed that posting and bidding requirements have been met in this case, and these candidates will continue the promotional process by holding Oral Board tests and following such subsequent procedures as are described in this agreement.

3. It is hereby agreed that ASSOCIATION members will perform fire hydrant flow testing and the inspection of rental housing units (pursuant to City ordinance for reletting of rental units) as part of their duties during the regular duty day (i.e., 8:00 A.M. to 5:00 P.M., Monday through Friday). In the event job descriptions are memorialized for ASSOCIATION members, these duties will be included in such job descriptions.

LOCAL 1670 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: Joe W. Clark
Joe W. Clark, President

Date: 9-17-97 10:40 hrs.

CITY OF ST. JOSEPH

By: Frank L. Walsh
Frank L. Walsh, City Manager

Date: 9/22/97 12:16 PM

A