

3962

6/30/2002

AGREEMENT

BETWEEN

CITY OF STERLING HEIGHTS



AND

FIRE FIGHTERS ASSOCIATION
LOCAL 1557



JULY 1, 1997 - JUNE 30, 2002

Sterling Heights, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

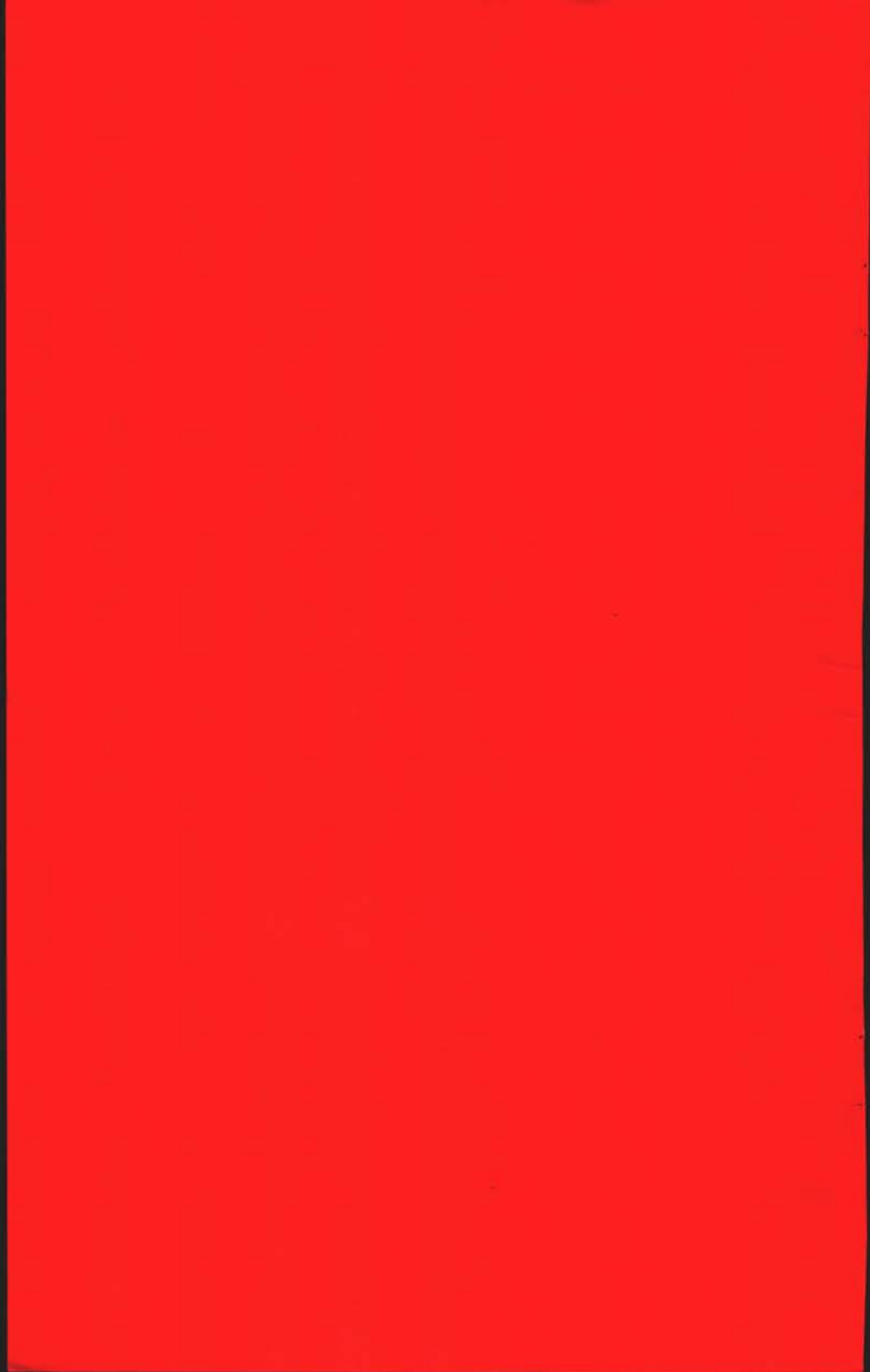


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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective August 19, 1997 entered into between the CITY OF STERLING HEIGHTS, Macomb County, Michigan, a municipal corporation hereinafter called the "City" and LOCAL No. 1557 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the STERLING HEIGHTS FIRE FIGHTERS UNION, AFL-CIO, hereinafter called the "Union".

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

ARTICLE 1

PURPOSE

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

ARTICLE 2

COVERAGE

The City recognizes the Union as the sole and exclusive collective bargaining representative of all full-time employees of the Fire Department, excluding the Chief and civilian employees. This Agreement shall be applicable to all Fire Fighters in the appropriate bargaining unit. The pronouns and relative words used in this agreement are written in the masculine form. If members of the Union are of the feminine sex, such words shall be read in the feminine form.

ARTICLE 3

DUES DEDUCTION

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

ARTICLE 4

AGENCY SHOP

Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever last occurs, shall be discharged by the City. The Union agrees to save and hold harmless the City from any liability which the City may incur as a consequence of enforcing this article.

ARTICLE 5

UNION ACTIVITIES

Section 1. General.

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining, in accordance with Act 379 of the Public Acts of 1965, as amended, all free from any and all illegal restraint, interference, coercion, discrimination or reprisal.

Section 2. Released Time for Union Business.

Officers and 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 and enforcement of this Agreement upon approval of the Fire Chief. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted.

The City will allow a maximum of one hundred forty four (144) hours annually (calendar year) to members of the executive board for Union activities, including meetings and conferences but not any training or seminars on labor relations/negotiation techniques. This maximum will increase to two hundred eighty eight hours for those years in which the state and international firefighters' conferences are held.

Officers and representatives of the Union shall include its President, Vice-President, Secretary, and Treasurer (the Executive Board), or their designated alternates, and a committeeman for each platoon and forty (40) hour employees.

If overtime is required, committeemen shall not be allowed time during their regular

working hours without loss of pay to fulfill their Union responsibilities except as a direct replacement of an executive board member or by agreement between the City and the Union.

The Union shall advise the City in writing as to its officers and representatives and shall report any changes promptly.

Section 3. Bulletin Boards. The Union shall be provided with suitable bulletin boards at each Fire Station for the posting of Union notices and other materials. All posted notices and other materials must be approved and signed by a Union Officer.

Section 4. Meetings. The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, subject to approval of the City Manager or his representative, which approval shall not be arbitrarily or unreasonable withheld.

Section 5. Union Leave of Absence. The City shall give reasonable time off up to thirty (30) calendar days, without discrimination or loss of seniority rights, without pay to employees designated by the Union to attend a labor convention, seminar, or school, provided 72 hours written notice is given to the City by the Union, specifying length of time off for Union activities. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted, provided there shall be no disruption of Fire Department operations due to lack of employees.

Section 6. The City shall allow the Union Executive Board Member or Committeeman on each Battalion to have their choice of station assignments before other members of the Bargaining Unit and as transfers occur.

ARTICLE 6

HOURS OF EMPLOYMENT

Section 1. Work Schedule. The work schedule of employees shall be as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, Public Act 604 of 1978 and the F.L.S.A.

In the event said acts are modified or amended during the term of this Agreement or employees are determined to be outside of the FLSA's 7(k) overtime pay exemption, the provisions of this Agreement relating to hours of work, work schedules, wages and overtime shall be reopened and the subject of negotiation between the parties and changes in hours of work, work schedules, wages, and overtime may be made by mutual agreement of the parties.

Section 2. Forty hour employees.

A thirty (30) minute paid lunch period will be provided to forty (40) hour employees.

Section 3. Trading of Days. Subject to department manpower requirements, employees shall be permitted to trade voluntarily work or leave days.

ARTICLE 7

SENIORITY

Section 1. Job assignments shall be filled on the basis of needs of the Fire Department with consideration of seniority except as specified in Article 5, Section 6., provided the employee has the ability to perform the duties involved. The claim of any employee that he has been unreasonably or unjustly transferred or reassigned or that he has been unreasonably or unjustly denied a transfer or reassignment shall be subject to the Grievance Procedure only.

Section 2. Seniority, as promulgated in the City Charter and Act 78 Civil Service rules shall prevail in the layoff and recalling of employees. However, the probationary period of new employees shall be one (1) year.

Section 3. The City shall post a list of the employees and classifications arranged in order of their seniority. This list shall be posted in a conspicuous position at each fire station. Seniority date shall be the date hired and seniority ties shall be decided by test scores or, in the absence of known scores, by alphabetical arrangement of last names.

Section 4. Seniority shall be broken only by discharge for just cause, resignation, layoff for a period of more than two years or a period equal to the employee's seniority, whichever is greater, or if absent for two or more working days without notifying the City. In case of emergency, exceptions may be made by the City.

Section 5. In the event of a layoff, an employee so laid off shall be given one week's notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said one week, he shall lose all seniority rights under this Agreement. However, in proper cases, the City shall give consideration to the employee and may grant exceptions.

Section 6. An employee in a classification covered by this Agreement, who has been in the past or will in the future be promoted or transferred to a classification not within the Bargaining Unit, shall not accumulate seniority while working in such position. An employee who is subsequently transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion or transfer and he shall maintain the seniority rank he held at the time of his promotion or transfer from the Bargaining Unit.

Section 7. In the event of a layoff, any current officer, full or probationary, will be afforded the right to return to their previously held rank or classification without further testing, and before any new promotions for that position are made.

ARTICLE 8

DISCIPLINE

Section 1. No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action.

All charges shall be void unless filed within ninety (90) days of the occurrence of the alleged violation or within ninety (90) days after the City reasonably should have known of the occurrence of the alleged violation.

Section 2. Any employee aggrieved by such removal, discharge, suspension, or reduction in rank or pay may seek relief through the grievance Procedure outlined in Article 9 of this Agreement by going immediately to Step 3 or he may seek relief with the Civil Service Commission in accordance with the provisions of Act 78 of the Civil Service rules. It is understood and agreed to by the parties to this Agreement that the employee may elect to use the Grievance Procedure or the Civil Service Procedure, but not use both. Upon seeking relief through either the Grievance Procedure or the Civil Service procedure, the employee waives all rights to use the other procedure.

Section 3. All grievances involving discipline, with the exception of grievances involving a discharge, suspension, removal or reduction in rank or pay, shall follow the normal Grievance Procedure outlined in Article 9 of this Agreement.

Section 4. Clearing Clause. Written reprimand shall not be used in a progressive discipline after the following schedule:

- A. One (1) year for incidents or infractions not involving loss of time or wages.
- B. Three (3) years for incidents or infraction involving loss of time or wages:
 - 1. A loss of up to two (2) days wages or time for a 56-hour employee.
 - 2. A loss of up to three (3) days wages or time for a 40-hour employee.
- C. Four (4) years for incidents or infractions involving a loss of time or wages greater than:
 - 1. Two (2) days wages or time for a 56-hour employee.
 - 2. Three (3) days wages or time for a 40-hour employee.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a difference, dispute, or complaint between the City and the Union or between the City and an employee as to the application or interpretation of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union. For the purpose of this section, a business day shall be defined as a normal day of business at the City Administration Building.

Section 2. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than fifteen (15) business days after grievant's knowledge of the alleged grievance. Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly through the following steps:

Step 1. By informal conference between the aggrieved employee, a Union representative, or both, and the Fire Chief or his representative. If not resolved, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within fifteen (15) business days of the alleged grievance, or on cases over which it has jurisdiction, he may appeal to the Civil Service Commission in accordance with the provisions of Act 78 and the Civil Service rules, but he may not invoke both the Civil Service procedure and the Grievance Procedure.

Step 2. Upon receipt of the written grievance, a conference between Union representatives and the City representatives will be held within seven (7) business days, and a decision will be rendered in writing within seven (7) business days after the conference.

Step 3. Grievance Panel. In the event of failure of the above steps in the Grievance Procedure to resolve a dispute, the matter shall be referred to the next meeting of a Grievance Panel consisting of not more than three (3) Union representatives, and not more than three (3) City representatives.

The Grievance Panel will meet monthly to settle unresolved grievances, if any, except for discharges, suspension, or reductions in rank or pay, the panel will convene within five (5) business days and a decision will be rendered in writing within 48 hours after the meeting.

Step 4. In the event the grievance is not resolved at Step 3, the Union may request that it be submitted to arbitration as follows:

- A. The arbitrator shall be a person mutually agreed to by both the City and the Union. In the event the parties have not agreed upon an arbitrator within ten (10) business days, an arbitrator shall be selected and appointed in accordance with the procedures of the American Arbitration Association or the Federal Mediation and Conciliation Service and such arbitrator shall have authority to hear and decide the

case.

- B. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The decision of the arbitrator shall be rendered within thirty (30) days, and shall be final and binding upon all parties, including the employees involved.

Section 3. Powers of the Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this Agreement.

- A. He shall have no power to add to, or subtract from, alter or modify any of the terms of this Agreement.
- B. He shall have no power to establish wage scales or to require the City to purchase buildings, equipment or material.
- C. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. The arbitrator's decision shall be final and binding on the Union, its members, the employees or employee involved, and the City.
- E. Fees and expenses of an arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring the expenses, and neither party shall be responsible for the expense of witnesses called by the other.
- F. Claims for Back Pay.
 - 1. The City shall not be required to pay back wages more than thirty (30) business days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the employee filed his grievance within thirty (30) business days after receipt of such pay.
 - 2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned 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.

Section 4. Time Limit. Any grievance not advanced to the next step by the Union within the time limit in that step, or if no time limit is specified, within ten (10) business days, shall be deemed settled. Time limits may be extended by the City and the Union in writing, then the new date shall prevail.

Section 5. Agreements. All agreements between the Union and the City shall be in writing.

Section 6. Interviews. It is agreed between the parties that when a grievance is submitted for adjustment, the City may interview such employees as may be necessary for appropriate investigation and adjustment of the grievance as long as a Union representative is given an opportunity to be present during such interview.

Section 7. Results of Grievance. Notification to the grievant of the results of the grievance shall be the responsibility of the Union.

Section 8. When the same remedies are available for a dispute which arises under this contract under the grievance procedure, which are available under any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this contract. If any employee elects to use the grievance procedure in this contract and, subsequently, elects to utilize the statutory or administrative remedies to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, any relief granted shall be forfeited.

Nothing herein shall be construed to eliminate the right of an employee or the Union to apply to the Courts to compel compliance with contract terms and with the grievance procedure by request for injunctive or other relief.

ARTICLE 10

SAFETY CLAUSE

Section 1. A safety committee shall be composed of a Union representative and a City representative who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions.

Section 2. The City shall consider the personal safety of the employee in establishing operational procedures.

ARTICLE 11

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights, which ordinarily vest in and are exercised by employers, except such as are specifically modified, limited or relinquished herein, are reserved to and remain vested in the City.

The City shall have the right to deduct from an employee's paycheck any overpayment the employee may have received that they were not entitled to under this Agreement, without the specific written approval of the employee. This will be deducted in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received. If the employee grieves this action, then no deductions will be made until the grievance is resolved. The employee will be notified in writing of any overpayment dispute.

ARTICLE 12

MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions. Wages, hours and conditions of employment in effect at the execution of this Agreement, shall, except as improved or modified herein, be maintained during the terms of this Agreement.

Section 2. Unilateral Changes. The City will make no unilateral changes in wages, hours, and conditions of employment during the terms of this Agreement, either contrary to the provisions of this Agreement or established departmental rules and regulations, practice and custom and/or administration policy, unless both the City and the Union agree on the change.

Except in emergencies, the City shall give to the Union at least 72 hours prior written notice of a proposed change in working conditions and afford an opportunity to the Union to consult regarding the proposed change before it becomes effective.

Section 3. Relation to Regulations. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate amendatory action or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. The Union and its members share the City's desire and goal that its Fire Department be well trained, equipped and efficient. We will continue to cooperate in every way toward the goal that Sterling Heights have the finest Fire Department in the country.

The Union does not intend that "Maintenance of Conditions" be used to interfere with the City's right, and indeed obligation, to train, equip and direct its Fire Department. The purpose of "Maintenance of Conditions" is to protect the Union and its members from any arbitrary, unreasonable, or discriminatory application and/or change in statutory terms and conditions of employment. The Union will not use the "Maintenance of Conditions" clause to impede legitimate management decisions, e.g. to create new positions not included in this Bargaining Unit, such as, positions involved in Emergency Medical Services.

It is understood that this restriction on the performance of Bargaining Unit work by persons other than those employed within this Collective Bargaining Unit shall not serve to foreclose the City of Sterling Heights from utilizing the established Mutual Aid Pact it has with existing communities.

Section 5. The City shall give advance notice to the Union of any proposed changes to any mutual aid agreement with other neighboring communities. This Section does not allow the Union any right to negotiate or approve any mutual aid agreement prior to City implementation.

ARTICLE 13

DISTRIBUTION OF AGREEMENT

Two Hundred Fifty (250) copies of this Agreement shall be distributed by the City to the Bargaining Unit.

ARTICLE 14

EDUCATIONAL ASSISTANCE PROGRAM

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.

- A. 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. The exception to this rule will be for Advanced Life Support training programs deemed beneficial to the City and employee. The Employer will not arbitrarily or capriciously withhold approval of Department personnel attending these "short courses."
- B. The following provisions are established to govern the administration of the City's Educational Assistance Program:
 - 1. Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary period.

2. Applications will be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, 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 5 of this Article.
3. Application will be approved by the Department Head and City Manager only for courses related to the employee's present job or related to a promotional position within the organization, or to satisfy the general education requirement for such a degree.
4. Reimbursement shall be made only for courses completed at accredited high schools, trade schools, college, and universities.
5. There shall be a seventy-five (75%) percent reimbursement for tuition, lab fees, and required textbooks to a maximum of \$2,000/year based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing". There shall be a One Hundred Dollar (\$100.00) limitation per fiscal year for non-credit courses (exception is medical training programs).
6. There shall be one hundred (100%) percent reimbursement for classes taken to obtain a Paramedic's license for tuition, lab fees and required textbooks with an unlimited maximum based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing".
7. 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.
8. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's office. Approval and reimbursement for Educational Assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
9. Expenses such as student fees, parking, mileage, shall not be part of the Educational Assistance Program.
10. The applicant, under this program shall attend classes on his own time and without compensation from the City.

ARTICLE 15

MILITARY SERVICE

Section 1. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay or other benefits, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable to it, providing that they make formal application for re-instatement within ninety (90) days after the date of military service discharge.

Section 2. A regular employee, who enters the Armed Forces and meets the foregoing requirements, will have seniority equal to the time spent in the Armed Forces plus previous employment time in the department.

A probationary employee, who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus twelve (12) months.

Section 3. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

ARTICLE 16

ACTING PAY

Section 1. An employee, temporarily appointed to fill a vacancy of a higher rank or classification, shall be paid the wage scale of this rank or classification. Temporary appointment to the position of Captain shall be made after ten (10) business days.

Section 2. Any employee temporarily assigned to a higher rank or classification shall receive the beginning pay rate of that higher rank or classification. After every 1,456 hours of acting time, the rate of compensation will increase to the appropriate six (6) month increment, until the employee reaches the top pay for that rank or classification. In 40 hour positions, the pay rates will increase after 1,040 hours of acting time.

Section 3. When an employee is promoted to a rank or classification in which he has accumulated acting hours, those hours will be credited to his rate of compensation and time in service for that position.

Section 4. Acting time shall be distributed in the following order:

- A. First, to any employee who was demoted from that rank or classification for any reason other than disciplinary.
- B. Second, according to the current eligibility list for that rank or classification.
- C. Third, according to the departmental seniority list, for position of Lieutenant and seniority in rank for positions above Lieutenant.

ARTICLE 17

GENERAL

Section 1. The City shall furnish all protective equipment, badges and accessories for employees.

Employees requiring prescription eyeglasses to properly perform their job functions shall be required to wear safety prescription eyeglasses during working hours. Employees shall be entitled to up to \$100.00 per calendar year for purchasing or conversion to such safety eyeglasses.

Employees, requiring the above-mentioned safety eyeglasses, shall submit a paid receipt to the office of the Chief for approval. Upon approval, all information shall be forwarded to the Finance Department for payment within forty-five (45) days.

Section 2. Separability. 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 the 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 judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 3. Legal Obligations.

- A. The Union agrees to refrain from violating Sections 1 and 2 of the PERA. The City agrees that it will not lock out any employee.
- B. The parties agree to negotiate the impact of compliance with the provisions of the Americans with Disabilities Act and Michigan Handicapper's Act.

Section 4. Pay Periods. The Employer shall provide pay periods every two weeks.

Payments shall be made on Thursday for the period ending the previous Friday. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 5. Residency. Residency requirements for employees shall be determined by the City Charter - Section 4.17 in effect at time of contract approval. The residency requirement set forth above shall not become effective until the expiration date of any probationary period required of the employee.

Section 6. Bond. Should the Employer require an employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Employer.

Section 7. Service Time. Where benefits are earned based on number of months worked (including but not limited to sick time, vacation time, personal leave time, holiday pay, uniform allowance, food allowance), computations of said benefits for a new employee shall be based on the employee's hire date relative to the fifteenth (15th) of the month. For example, a new employee hired on or before the 15th of the month shall have benefits calculated from the 1st of the month. A new employee hired after the 15th of the month shall have his benefits calculated from the 1st of the following month.

Section 8. EAP and Drug Testing. The City and the Union have cooperatively joined in the development and implementation of an Employee Assistance Program, (E.A.P.), to help employees who may develop problems that may render them unemployable. The parties have also developed a drug testing and alcohol testing policy adopted by the Department which is hereby adopted in this Agreement by reference.

Section 9. Disability Conversion. Fifty-six (56) hour employees disabled both on-duty and off-duty shall after thirty (30) days of light duty convert to a forty (40) hour schedule for the purpose of accruing and utilizing all sources of benefits provided by this Agreement.

Section 10. Basic EMT License Basic EMT license must be maintained as a condition of employment for all positions with the exception of 40 hour personnel and Battalion Chiefs. Any employees that do not hold EMT licenses as of the date of this Agreement will be grandfathered and will not be subject to this requirement.

The City shall further provide classes necessary for employees to maintain EMT certification. If the employee's EMT certification lapses or expires due to no fault of the employee, the City shall provide classes for the employee's certification. It is understood that an EMT certification may expire when:

1. An employee suffers from long term injuries;
2. Extenuating family circumstances prohibits an employee from attending certification classes; and

3. An employee is involved in special assignments that prohibit him or her from attending certification classes.

ARTICLE 18

WAIVER

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE 19

OCCUPATIONAL INJURIES AND ILLNESS

Section 1. Injuries and Illness. All injuries and illness arising out of and in the course of employment including injury or damage to heart or lungs, or other contagious and communicable diseases, shall be compensated.

Any employee, who is not able to resume his defined duties within one (1) year or less after the beginning of their disability, shall initially be presumed to be permanently disabled from those defined duties. At that time, a determination will be made by the City that:

- A. The employee "is" or "is not" disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department.
- B. That there "is" or "is not" sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of their employment in the Sterling Heights Fire Department.
- C. The employee "is" or "is not" fit for other gainful employment in the United States job market generally.

Any Fire Fighter seeking Article 19 benefits shall be required to submit a completed request form (Appendix D) and must abide with Section C of General Procedures #11.

Disputes shall be resolved as provided for in Section 4 below.

Section 2. Length of Compensation.

A. All employees who are hired before July 1, 1985 and who are found, by agreement of the parties, or by the Medical Review Board: 1) to be disabled to the point where they can no longer perform their defined duties as an employee of the Sterling Heights Fire Department; 2) to be unfit for other gainful employment in the United States job market generally; and with 3) sufficient medical evidence to conclude that the employee's injury or illness causing the above disability arose out of and in the course of employment in the Sterling Heights Fire Department, shall be entitled to compensation as described in Section 3 until twenty-five (25) years of service time, upon which the City shall place the affected employee on regular retirement pension.

B. Employees hired after July 1, 1985 who are found, by agreement of the parties, or by the Medical Review Board: 1) to be disabled to a point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department; 2) to be unfit for other gainful employment in the United States job market generally; and with 3) sufficient medical evidence to conclude that the employee's injury or illness causing the above disability arose out of or in the course of employment in the Sterling Heights Fire Department, shall be entitled to compensation as described in Section 3 as follows:

<u>Years of Employment</u>	<u>Length of Compensation Due</u>
0 to 5 years	Pay and benefits to 10 years after date of employment. (e.g., an employee of four years would be entitled to 6 years compensation - 10 years total.)
5 to 10 years	Service time seniority (e.g., an employee with 6 years seniority would be entitled to 6 years, Article 19 coverage.)
10 to retirement	Article 19 benefits until 25 years of service upon which the City will place the affected employee on regular retirement pension.

C. All employees who are hired before July 1, 1985, who are found, by agreement of the parties, or by the Medical Review Board: 1) to be disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department; 2) but who are found to be fit for other gainful employment in the United States job market generally; and with 3) sufficient

medical evidence to conclude that the employee's injury or illness causing the above disabilities arose out of or in the course of employment in the Sterling Heights Fire Department, shall have the option of either:

OPTION 1. Pay and benefits as described in Section 3 for a period of two (2) years from the date of such finding, and in addition, to an amount not to exceed \$20,000 to be utilized in that same two-year period for purposes of retraining themselves for other employment. Election of this option shall be made within sixty (60) days after the finding and decision of the Medical Review Board. This sixty (60) day decision period shall not extend the two (2) year total pay and benefits limit set forth above. The employee's decision hereon, once made, is irrevocable.

or

OPTION 2. Retraining for other employment within the Sterling Heights Fire Department, suitable with their injured condition, for which they are to receive full pay and benefits for the position for which they were employed on the date of his/her injury. Employees electing this option shall not be promotable to line positions but are, however, allowed to apply for promotion for other positions for which they are capable (e.g., inspector, etc.). Employees electing Option 2 cannot, at a later date, avail themselves of Option 1.

D. Employees hired after July 1, 1985 who are found by agreement of the parties or by the Medical Review Board:

1) to be disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department; 2) but who are found to be fit for other gainful employment in the United States job market generally, and with 3) sufficient medical evidence to conclude that the employee's injury or illness causing the above disability arose out of or in the course of employment in the Sterling Heights Fire Department, shall have the option of either:

OPTION 1. Pay and benefits as described in Section 3 for a period of two (2) years from the date of such finding, and in addition, to an amount not to exceed \$20,000 to be utilized in that same two-year period for purposes of retraining themselves for other employment. Election of this option shall be made within sixty (60) days after the finding and decision of the Medical Review Board. This sixty (60) day decision period shall not extend the two (2) year total pay and benefits limit set forth above. The employee's decision hereon, once made, is irrevocable.

or

OPTION 2. Retrain for other employment within the Sterling Heights Fire Department, suitable with their injured condition, for which they are to receive full pay and benefits for the position for which they were employed on the date of their injury. Employees electing this option, shall not be promotable to line positions but are, however, allowed to apply for promotion for other positions for which they are capable (e.g., inspector, etc.). The duration of any employment shall be as follows:

<u>Years of Employment</u>	<u>Length of Compensation Due</u>
0 to 5 years	Pay and benefits to 10 years after date of employment; (e.g., an employee of 4 years would be entitled to 6 years compensation - 10 years total.)
5 to 10 years	Service time seniority (e.g., an employee with 6 years seniority would be entitled to 6 years Article 19 coverage.
10 to retirement	Article 19 benefits until 25 years of service upon which the City will place the affected employee on regular retirement pension.

Employees electing Option 2 cannot, at a later date, avail themselves of Option 1.

- E. Findings by the Medical Review Board, that the employee is not disabled to the point where they are unable to perform their defined duties as an employee in the Sterling Heights Fire Department, or that there is not sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department, shall negate all Article 19 liability of the City.
- F. The City shall have the option to buy any employee's military time (at City expense), for the purpose of achieving 25 years of service and conversion to a regular service retirement.
- G. Employees receiving Article 19 benefits shall be subject to periodic medical examinations, relative to the specific injury or illness to determine their present condition. Costs of these examinations shall be borne by the City. Disputes shall be resolved as provided for in Section 4 below.
- H. Employees with greater than twenty-five (25) years service seniority who are injured on the job and who are found either by agreement of the parties, or by the Medical Review Board: 1) to be temporarily or permanently unfit for their

defined duties as an employee of the Sterling Heights Fire Department; 2) that such injuries arose out of or in the course of employment of the Sterling Heights Fire Department, shall be entitled to one (1) year full pay and benefits from the date of injury. After such time, if said employee has not recovered sufficiently to perform their defined duties, the City will place the effected employee on a regular retirement pension.

Section 3. Amount of Compensation. Pay and benefits for Article 19 recipients shall be based on the current pay for the position the employee held when they became injured or ill. All Article 19 pay and benefits shall be coordinated, i.e., the City shall be obligated to pay only the difference in compensation to which the employee is entitled hereunder, and any income attributable to the disability which would not have otherwise been earned.

Article 19, Section 2A and Section 2B employees, i.e., those employees found to be unfit for gainful employment generally, shall receive pay and benefits for the following: base pay, insurance benefits, and longevity pay equal to that for the position they held when they become injured or ill. Said employees shall be allowed to accrue maximum banks for the following benefits: sick days, personal days and vacation days. After such accumulation, no further benefits thereon shall be earned or accrued. Pay and benefits for said individuals shall not include: holiday pay, uniform allowance, food allowance, educational assistance, safety glasses, or other such leave such as jury duty and/or funeral leave.

Article 19, Section 2C and 2D employees, i.e., those found to be disabled to the point where they are unable to perform their duties as an employee of the Sterling Heights Fire Department, but who are found to be fit for other gainful employment, shall be entitled to full pay and benefits equal to the position they held when they become injured or ill. Said Article 19 pay and benefits are predicated upon continued work and employment for which said employee has been retrained and assigned per Section 5 of the Article.

Article 19, Section 2C and 2D employees who elect option 1, shall be entitled pay and benefits: base pay, insurance benefits, and longevity pay. Said employee shall also be allowed to accrue maximum banks for the following benefits: sick days, personal days, and vacation days. After such accumulation, no further benefits thereon shall be earned or accrued. Pay and benefits for this individual shall not include: holiday pay, uniform allowance, food allowance, educational assistance, safety glasses, or other such leave such as jury duty and/or funeral leave.

Until such time as a decision is made as to an employee's disability hereunder, either by agreement of the parties or by the Medical Review Board, said employee shall receive full pay and benefits.

Section 4. Medical Review Board. Disputes as to whether an employee is disabled to a point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department, or as to whether an injury or illness arose out of and in the course of employment in the Sterling Heights Fire Department for purposes of Article 19 benefits, or

whether the employee is fit for employment in the United States job market generally, shall be resolved by a Medical Review Board. The Medical Review Board shall be composed of three (3) medical experts and/or specialists in the field related to the injury or illness in question. One member of the Board shall be selected by the City. One member of the Board shall be selected by the Union. The third member of the Board and the chairperson thereof, shall be selected on a joint basis by the City and the Union. If the City and the Union cannot agree to the joint expert/specialist, that selection shall be made by the respective board members as selected by each party.

The Board shall make a finding as to whether or not the employee injury or illness in question "arose out of and in the course of employment" in the Sterling Heights Fire Department. In making this finding, the Board shall not be bound by Michigan Worker's Compensation or Pension Board decisions on the subject matter, but rather, is to be guided by their medical expertise and the evidence. The Board's findings shall be stated as follows:

1. The employee "is" or "is not" disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department.
2. That there "is" or "is not" sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department.

Findings by the Board that the employee is not disabled to the point where they are unable to perform their defined duties as an employee in the Sterling Heights Fire Department, or, that there is not sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department, shall negate all Article 19 liability of the City.

The Medical Review Board shall also make a determination as to the employee's fitness for employment in the job market generally. The Board shall make a finding that either:

1. The employee "is" or "is not" fit for gainful employment in the United States job market generally.

The decision of the majority of the members of the Medical Review Board shall be the decision of the Board. The decision thereon need not be unanimous.

The determination of the Medical Review Board is final and binding on the City, Union, and employee as to the award of Article 19 benefits, and shall not be subject to the grievance procedure, arbitration or further litigation.

The determination of the Board, however, shall have no bearing on employee rights to Worker's Compensation benefits, or pension benefits, and shall not be used in any such

proceedings.

The cost and expense of the Medical Review Board shall be shared equally by the City and the Union.

Section 5. Rehabilitation and Retraining. Article 19 recipients found to be disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department, and for whom there is sufficient medical evidence to conclude that their injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department, either by agreement of the parties, or by the Medical Review Board in cases of dispute, who elect Section 2-Option 2 above shall be required to avail themselves to rehabilitation and retraining programs aimed at retraining them for other gainful employment in the Sterling Heights Fire Department, or in the City employ generally. The cost of said rehabilitation and/or retraining will be borne by the City. The City shall determine the area of need for retraining and is not obligated to create new positions or vacancies.

By way of example only, and not for purposes of limitation, Section 2-Option 2 employees shall be retrained for positions in the Sterling Heights Fire Department such as: supply/equipment person, computer operator, fire department/public education person, house cook, etc.

The City shall be afforded the greatest flexibility possible in determining placement of Section 2-Option 2 Article 19 recipients. Placement decisions made by the City shall be grievable or arbitrable only in cases of clear abuse and/or harassment. Reasonable placement and/or replacement decisions shall be overturned only upon a finding of clear abuse or harassment. Such employees, however, shall always be allowed, in cases of dispute, to a decision by the Medical Review Board as to their medical suitability for such job placements. The Board's decision thereon shall be final and binding upon the parties. It shall not be the subject of grievance procedures and/or arbitration or further litigation.

Section 2-Option 1 employees shall submit paid receipts to the City for reimbursement for retraining activities undertaken. Only actual out-lays of funds for said purposes will be reimbursed. At the end of that two-year period, the liability of the City of Sterling Heights for Article 19 benefits to said employee for that occurrence shall forever cease. The City shall make reasonable attempts at finding employment for the retrained Article 19 recipient, both within the City employ as well as outside of it.

The findings of the Medical Review Board, and the actions of the City and the employee as to rehabilitation and retraining shall in no way bar said employee from other or additional Worker's Compensation, Social Security, or other disability pension, or other non-Article 19 benefits possibly due.

Section 6. Subrogation. Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances

creating a legal liability in some person other than a natural person in the same employ or the employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his employer. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, either the Employer or his insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore.

Such settlement and release by the employee shall not be a bar to action by the employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the employer on account of any future payment of benefits.

Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

Section 7. General Disclaimer Clause. Decisions made by the City, the Union and/or the

Medical Review Board as to Article 19 benefits shall not be used for purposes of past practice, or any precedent in any context other than Article 19 itself.

ARTICLE 20

VACATION

Section 1. General Provisions:

- A. Vacation days can only be accumulated in the amount not to exceed double the number of vacation days provided in the schedule for summer or winter vacation periods. Winter accumulation cannot be taken during summer schedule without City approval. All days that an employee is eligible for may be taken as one pick.

Example: Employee, after completing five (5) years of service, earns seven (7) days each summer. He may accumulate seven (7) days from summer 1988 and seven (7) days from summer 1989. For the summer of 1990, he will earn an additional seven (7) days and must use seven (7) or more days during that vacation period.

- B. Upon termination of employment, an employee or his estate will be paid for all vacation days which have accumulated to his credit, plus a prorated amount for the current year.
- C. Vacation picks may be changed through the year if the change does not constitute having more than the designated number of men allowed off at one time because of the change.

Section 2. Fifty-Six (56) Hour Positions. All regular full-time employees shall be entitled to vacation time with pay under the following schedules:

- A. Each employee after completing the first year of service shall be entitled to seven (7) working days (168 hours) vacation to be taken within the next scheduled winter and summer vacation periods. However, the time between the employee's completed first year of service and the next scheduled vacation period will be prorated at the rate of 14 hours earned for each month or for any part of a month from his completion of one (1) year of service until the next scheduled vacation period. This prorated time can be taken within the vacation period in which the employee's first year of service is completed.

Further, employees shall receive working days as follows:

2 years of service - 9 working days

3 years of service - 11 working days
4 years of service - 13 working days
5 years of service - 14 working days
10 years of service or more - 15 working days

- B. Vacation time will be divided equally between summer and winter schedules with the odd day going into the summer schedule.
- C. Winter vacation period from October 1 to March 31; summer vacation period from April 1 to September 30.
- D. Designation of vacation will be based upon department seniority. Vacation picks among men with the same amount of seniority shall be determined by the seniority list. Vacation picks among men with the same amount of seniority in the same classification will be determined by the seniority list.
- E. Vacation schedules will be worked out in advance as far as possible.
 - 1. Summer Vacation. After December 1, each employee shall indicate on a yearly calendar his vacation request within four (4) calendar days from the time of notification to choose his vacation period. Vacation schedules will be completed by March 1.
 - 2. Winter Vacation. After June 1, each employee shall indicate on a yearly calendar his vacation request within four (4) calendar days from the time of notification to choose his vacation period. Vacation schedules will be completed by Sept. 1.

Section 3. Forty (40) Hour Positions. After each year of completed service with the City, the employees shall receive the following vacation:

0 - 10 years of service - 21 days (168 hours)
11 - 14 years of service - 22 days (176 hours)
15 - 19 years of service - 23 days (184 hours)
20 years and over - 25 days (200 hours)

Vacation time shall be credited to the employees on their anniversary date.

Fifty-six (56) hour employees who transfer to forty (40) hour positions are eligible to carry over up to a maximum of allowable accumulation based on appropriate years of service.

Accumulated vacation hours above the allowable maximum may be taken prior to the transfer or will be "bought back" by the City.

Vacation days for the 40-hour positions can only be accumulated in the amount not to exceed double the number of vacation days provided in the schedule by their anniversary date. The "buy back" provision of this section for hours above the allowable accumulation relates only to employees transferring from 56 hour duty. Forty (40) hour employees who exceeds the allowable accumulation on their anniversary date will lose such excess.

Employees assigned to 40 hour positions may use vacation on a "one day basis" if approved in advance by the Fire Chief or his designate.

ARTICLE 21

NON-DUTY DISABILITY - SICK LEAVE

Section 1. At no cost to a full-time regular employee, the Employer will provide disability coverage as outlined per the attached Appendix B or equivalent-comparable coverage. Terms and conditions of the insurance policies are herein included by references, and the Employer makes and presents no assurances beyond those terms and conditions:

- A. During the first six (6) months of a non-duty connected disability, the Employer will continue to provide all fringe benefits with the exception of sick leave, vacation leave, and personal leave, which will be earned only during the first month on the non-duty connected disability.
- B. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option and subject to approval of the insurance carrier, the employee will be allowed to remain in the group insurance plan for eighteen (18) additional months, provided the employee pays the Employer all premiums by the 15th of each month. This reimbursement shall cease after eighteen (18) months (a total of twenty-four (24) months from the date of disability) or when the insurance carrier withdraws approval, whichever occurs first.
- C. An employee who is unable to return to work after two (2) years from the date of the non-duty connected disability, shall cease to be a seniority employee. Upon the loss of seniority, all remaining compensable leave shall be paid to the employee based upon the appropriate hourly rate the employee was earning at the time of disability. Accumulated vacation and personal time will be compensated at one-hundred (100%) percent. Accumulated unused sick leave will be compensated at fifty (50%) percent.

Section 2. All probationary or permanent employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. For employees hired from the 1st

to the 15th of the month, their sick leave base date will be the 1st of that month and if hired from the 16th through the last of the month, the base date will be the 1st of the next month. Maximum sick leave earned per year shall be twelve (12) days.

Section 3. As of the last day of the first bi-weekly pay period in June of each year, all 56 hour employees having an excess of ten (10) days (24 hour days) in their sick bank, will receive compensation computed on the basis of fifty (50%) percent of their hourly rate as of June 30, of that same year, for all sick leave in excess of ten (10) days to a maximum of twelve (12) days. The sick bank will be reduced to the ten (10) days. Appropriate payment will be made by June 30 of the same year.

Section 4. As of the last day of the first bi-weekly pay period in June of each year, all 40 hours employees having an excess of twenty-four (24) days (8 hour days) in their sick bank will receive compensation computed on the basis of fifty (50%) percent of their hourly rate as of June 30 of that same year, for all sick leave in excess of the twenty-four (24) days to a maximum twelve (12) days. The sick bank will be reduced to the twenty-four (24) days. Appropriate payment will be made by June 30 of the same year.

Section 5. Employees, if any, that work at both a fifty-six (56) hour and forty (40) hour positions during the year will receive their annual sick leave buy-out in the same proportions as earned.

Section 6.

- A. Employees may convert one (1) sick day to a personal day from their sick leave bank before the calculation and buy back of excess sick leave days. This day is available for use up until the last day of the first bi-weekly pay period ending in June of the following year.
- B. In the event an employee does not utilize any of his sick time during the period starting with the first day of the second bi-weekly pay period ending in June and ending the last day of the of the first bi-weekly pay period of the following June, then he shall be permitted to convert two (2) sick days to personal days. These personal days are available for use until the last day of the first bi-weekly pay period end in June of the next year.
- C. The remaining excess sick days will be bought back as in Sections #3 and #4 above.

Section 7. Accumulated sick leave shall be available for use by employees in the Bargaining Unit for the following purposes:

- A. Personal illness or incapacity over which the employee has no reasonable control.

- B. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.

Section 8. Fifty-six (56) hour employees off sick shall be required to bring in a doctor's slip if off sick for two (2) or more scheduled work days in succession; forty (40) hour employees off sick shall be required to bring in a doctor's slip if off sick for three (3) or more scheduled work days in succession. A physicians excuse for absence from work shall be required from any employee who has incurred in excess of seven (7) occurrences within the fiscal year. Exceptions shall be those absences resulting in a disability claim, and scheduled surgery. The City may require an examination of any employee off sick for two or more work days, upon return, by a doctor of the City's choice on city time and expense.

Section 9. For employees working a forty (40) hour work week, use of sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

Section 10. In case of death, the employee's estate will be paid one-hundred (100%) percent of the accumulated unused sick leave. Upon an employee's retirement, or resignation, the City will pay fifty (50%) percent of his accumulated unused sick leave. In the event of discharge for just cause, the employee forfeits all accumulated unused sick leave.

Section 11. In case of non-duty injury or illness, to meet the minimum qualifying period, employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

ARTICLE 22

OTHER LEAVE

Section 1. Jury Duty. Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his regular pay. An employee required to make a duty-connected Court appearance on off-duty days shall be paid at the rate of one and one-half (1-1/2) times regular rate with a two (2) hour minimum. If duty connected Court appearance is required outside the City limits, the employee will be eligible to receive mileage reimbursement based upon the standard set by the Internal Revenue Service per mile. Appropriate mileage form must be completed by the employee.

Section 2. Funeral Leave:

- A. An employee shall be entitled to charge up to three (3) continuous work days per funeral to make preparation for and attend the funeral and burial for the following members of the employee's family: Brother, sister, brother-in-law, sister-in-law, grandparents and spouse's grandparents, mother-in-law, father-in-law, step-son.

step-daughter.

- B. An employee shall be entitled to charge up to three (3) continuous work days per funeral to make preparations for and attend the funeral and burial, and to take care of matters subsequent to the burial caused by the death of the following members of the employee's immediate family: Spouse, son, daughter, mother, father, step father, step mother and any dependent member of the employee's family residing in the employee's household.

For the purposes of the above paragraphs, it is understood that relatives enumerated in paragraph 2 (a) may be considered under the provisions of paragraph 2 (b) if they are a member of the household. The time off after the funeral, under the provisions of paragraph 2 (b), are only allowed if the employee has to take care of personal or business matters which were caused by the death of the member of his immediate family.

Employees may be granted an additional day of funeral leave if the funeral takes place in excess of 250 miles from the City.

- C. An employee assigned as "40-hour" position shall be entitled to charge up to five (5) continuous work days per funeral, in accordance with above.

Section 3. Personal Leave. Employees accumulate three (3) hours personal leave per month which may be used for any reason. As of the pay period ending date for the last day of the first bi-weekly pay period in June each year, the City will pay to employees by June 30th, personal leave time accumulated above a "bank" of seventy-two (72) hours.

- A. In cases where personal leave time is used for emergencies if time in excess of banked personal leave time is needed, additional time will be deducted from employee's sick leave time.

The use of personal leave time is subject to approval, in advance, by the Chief or his designate, pursuant to departmental procedures.

It is understood between parties to this contract that employees who request personal leave which requires the hiring of overtime to effectuate the request must take personal leave at a two (2) hour minimum and may not cancel his request for personal leave. However, personal leave may be canceled if the request does not require the use of overtime.

- B. In the case of a duty-connected death, the employee's estate will be paid one hundred (100%) percent of the unused accumulated personal leave time. Upon the employee's termination, the City will pay one hundred (100%) percent of the accumulated unused personal leave time with the exception of the month in which

termination occurs.

Section 4. Leave of Absence. The City, in its sole discretion, and upon such terms it deems just, may grant an employee a leave of absence, for a period not to exceed one year. Any leave granted under this provision shall be without pay and without benefits, and the employee shall not accumulate seniority upon such leave.

Section 5. Holidays. All employees under this Agreement will be eligible to receive holiday pay under the following regulations:

A. Fifty-Six (56) Hour Employees. Fifty-six (56) hour employees will be paid their current rate based on a normal twenty-four (24) hour day for seven (7) days in lieu of time off for holidays. Holiday payments shall be made in two (2) equal installments on the first pay period in April and October. Each installment covers the previous six (6) month period. Prorated payment for newly hired employees and employees transferring to "40 hour positions" will be calculated on the basis of 14-hour holiday pay earned per month. New employees hired on or before the 15th of the month shall earn holiday pay from the 1st of the month. Employees hired after the 15th of the month shall begin earning holiday pay the 1st day of the following month. A fully completed month is achieved if the employee works through the 16th of the month.

B. Forty (40) Hour Employees. Forty (40) hour employees will be paid their current rate of pay based upon a normal eight (8) hour day for the City's eleven (11) designated holidays as listed below. Employees in this category who are specifically required by the Department Chief to work any of the designated holidays will be compensated at the rate of one and one-half (1-1/2) hourly pay plus the holiday pay.

1. Paid holidays are designated as:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	December 24th
Fourth of July	Christmas Day
Labor Day	December 31st
Veterans Day	

2. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday.

3. The employee must work or be on paid leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.

4. Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
5. Holidays designated in this section that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or credited an additional day at the discretion of the Fire Chief or his designate.

ARTICLE 23

SALARY AND WAGES

Section 1. The pay ranges and steps in Appendix A will apply to classifications as indicated. Advancement to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months.

New employees or newly promoted employees will start at the first step shown in the range for the class, which provides them with a pay increase.

Inspectors and Instructors shall be utilized in fire fighting related activities, (i.e. tactical deployment, operational planning) but not fighting fires directly.

Wage increases for the life of this contract are as follows:

July 1, 1997 - 2%
July 1, 1998 - 3%
July 1, 1999 - 3%
July 1, 2000 - 4%
July 1, 2001 - 3%

ARTICLE 24

OVERTIME

Section 1. Overtime Payment. Overtime shall be paid at the rate of one and one-half (1-1/2) time the employee's prevailing hourly rate which for purposes of this Agreement shall be deemed to be his two-week salary divided by 112 as follows:

- A. For all work in excess of their regularly scheduled work day (24 consecutive hours) and in accordance with the Fair Labor Standards Act effective April 15, 1985 if applicable.

- B. "Scheduled overtime" shall be hours where the employees know in advance that overtime must be worked. A minimum of one and one-half (1-1/2) time will be paid at overtime rates for scheduled overtime. This provision applies for both forty (40) and fifty-six (56) hour positions.
- C. Employees "called in" for other than fighting a fire or handling an emergency outside their regular hours shall be paid a minimum of three (3) hours at one and one-half (1-1/2) time for each call-in. This provision applies to both 40 and 56 hour positions.
- D. Employees shall be paid at the rate of one and one-half (1-1/2) time on those occasions where he is requested to return from leave, vacation or furlough. A minimum of three (3) hours base pay at the rate of one and one-half (1-1/2) time shall be given for each call-in.
- E. Should Fire personnel be held over past the end of his or her normal shift, for the purpose of receiving treatment for an injury received during his or her normal shift, the City shall pay overtime from the end of the shift until the personnel is returned to his or her assigned station with transportation provided, or until the attending doctor decides treatment of the injury would require hospitalization, with a maximum of three (3) hours.
- F. Overtime payments shall be made within thirty (30) days of the date on which it is earned.

Section 2. Overtime Distribution:

- A. Overtime work, except as provided in subsection C above, shall be distributed to employees working with the same job classification or rank. The City will make an earnest effort to equalize overtime hours among employees within a reasonable period of time.
- B. Employees, who have not completed their one (1) year probation period from time of hire, will not acquire overtime hours as indicated above until their period of probation is completed.

Upon completion of their probation period, they will be credited with the highest number of overtime hours listed in the records by any one person in his classification.
- C. A record of the overtime hours worked by each employee shall be kept by the City and posted on a monthly basis at each Fire Station.

Section 3. Forty Hour Positions.

Overtime will be paid at one and one-half (1-1/2) time for all hours worked in excess of forty (40) hours per week based on a bi-weekly pay divided by eighty (80) hours. At the employee's option, the equivalent in hours may be accumulated into a compensatory time bank which may be used for personal business. The employee is to designate his choice of compensatory time or pay at the time the overtime is earned. Compensatory time may be taken by the employee subject to advance approval from the Employer.

The unused accumulated compensatory time, for all employees, shall be computed by the City as of the last day of the first bi-weekly pay period in June and paid by June 30th. All unused accumulated compensatory time will be paid to the employee or his estate upon termination or death of the employee.

Inspectors and instructors shall be utilized in fire fighting related activities, (i.e., tactical deployment, operational planning) but not fighting fires directly.

Section 4. Fire Prevention - On Call:

- A. It is hereby understood and agreed by both parties that the City of Sterling Heights shall have the sole prerogative and authority to designate an Inspector from the Fire Prevention Division to be on call during off duty hours and weekends. If and when the Department implements this on-call procedure, the assignment will be made on a weekly rotational basis and the assigned employee shall make themselves available to the City for whatever needs the Department determines. Department work rules regarding the details of this assignment shall be the authority of the Employer and shall be determined before implementation of the program.
- B. Compensation will be provided to the assigned employee in the form of eight (8) hours straight time per week. This is predicated on the employees availability throughout the assigned week, (i.e., if they are available for six (6) days then the employee is unavailable the seventh (7th) day, the employee forfeits the eight (8) hours regardless of the hours completed in the "on-call" status that week.) Those weeks where a holiday falls, employees shall be entitled to four (4) additional hours per recognized holiday. Call-in less than one-half (1/2) hour before the start of the shift shall be considered scheduled overtime.
- C. The employee assigned to the on-call duty shall be provided a city vehicle to take home for the convenience of the Department in the performance of these on-call duties. Vehicle assignment to all other employees in the Division shall be at the discretion of the City. Should the City revoke the privilege to an Inspector currently utilizing a city vehicle for take home purposes, that employee shall be given a sixty (60) day advance notice.

INSURANCE

Section I. Medical Insurance

- A. Medical and hospitalization benefits will be provided to employees including family coverage at no cost to the employee.

The base coverage shall be the Blue Cross/ Blue Shield Community Blue PPO with the CB-PCM, CB-ET \$25.00, CB-OV \$5.00, CB-MH 20% and Preferred RX (\$5.00) riders. Employees will have the option of choosing Blue Care Network, Health Alliance Plan or Blue Cross/Blue Shield traditional coverage with the PSA, VST and Preferred RX (\$5.00) drug riders. Any additional costs in excess of the base coverage will be paid by the employee. The illustrative rates determined by Blue Cross/Blue Shield for the Community Blue PPO shall be the rates used to determine the excess cost an employee will be responsible to pay.

Until the City can provide the Community Blue PPO base coverage, the Blue Cross/Blue Shield PPO will be provided as the base coverage. The City will offer to employees the option to select Health Alliance Plan or Traditional BC/BS medical coverage in lieu of the BC/BS PPO through a payroll deduction on a monthly basis.

The Master Medical annual deductible amount for the BC/BS traditional coverage is One Hundred (\$100) Dollars for a single person, and Two Hundred (\$200) Dollars for two persons and family coverage. Also the prescription drug co-pay is the Preferred RX (\$5.00) rider. The coverage provided by Health Alliance Plan remains the same.

The City has the right to offer cost saving health coverage options, in addition to the base coverage, on a voluntary basis to the union.

- B. Each employee who chooses not to join a City sponsored health care plan (Blue Cross/Blue Shield or HMO), and whose spouse has coverage provided, shall be paid One Thousand (\$1,000) Dollars each year for every year that the spouse has coverage. Payments will be made annually, in December, to each employee who has not been on any City sponsored health care program, except that payments will be prorated monthly to meet the dates the employee first participates and/or ends participation in this program.

Employee shall be required to show proof that a spouse has health care coverage that includes the employee and their dependents before said employee will be declared eligible to receive the one thousand (\$1,000) dollar annual payout.

Employees, whose spouse's health care plans cease to cover the employee and their dependents, must re-enroll in a City sponsored health care plan. In such cases, the employee shall be allowed to enroll in a City sponsored plan immediately subject to the appropriate insurance carriers' implementation.

C. In no case will married City employees both receive medical coverage. If an employee's spouse works for the Employer or the 41A District Court, the employee will not be eligible for any medical coverage provided by this Agreement, but will instead be provided the health insurance allowance of One Thousand (\$1,000) Dollars. If the employee's spouse elects to take the health insurance allowance, the employee covered under this Agreement may keep the health coverage. All employee/dependents shall be entitled to the dental coverage.

Section 2. Dental Insurance

The City shall provide at no extra cost to each employee the Blue Cross/Blue Shield 75/25 Co-Pay Dental Plan or as nearly equivalent Dental Plan as possible. This coverage includes:

- Class I: Diagnostic services, preventive services, and palliative treatment are covered at 75 percent of reasonable charges.
- Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive services are covered at 75 percent of reasonable charges.
- Class III: Construction and replacement of dentures and bridges are covered at 75 percent of reasonable charges.
- Class IV: Orthodontic services are covered at 50 percent of reasonable charges.

Each member is entitled to maximum benefits of \$1,000 every contract year.

Each member (up to age 19) has a lifetime maximum of \$2,000 available for orthodontic services.

Section 3. Retiree Medical Insurance

A. Medical and hospitalization benefits will be provided to employees who retire under this Agreement including family coverage at no cost to the employee.

The base coverage shall be the Blue Cross/ Blue Shield Community Blue PPO with the CB-PCM, CB-ET \$25.00, CB-OV \$5.00, CB-MH 20% and Preferred RX (\$5.00) riders. Employees will have the option of choosing Blue Care Network, Health Alliance Plan or Blue Cross/Blue Shield traditional coverage with the Preferred RX (\$5.00) drug riders, VST and PSA riders. Any additional costs in excess of the base coverage will be paid by the retiree. The illustrative rates determined by Blue Cross/Blue Shield for the Community Blue PPO shall be the rates used to determine the excess cost an retiree will be responsible to pay.

The Master Medical annual deductible amount for the Blue Cross/Blue Shield traditional

coverage is One Hundred (\$100) Dollars for a single person, and Two Hundred (\$200) Dollars for two persons and family coverage. Also the prescription drug co-pay is the Preferred RX (\$5.00) rider. The coverage provided by Health Alliance Plan remains the same.

This benefit shall continue to exist for the retiree and/or surviving spouse for as long as they continue to receive retirement benefits under Act 345. Upon the attainment of eligibility for Medicare insurance, the retiree/spouse shall make application for said insurance. The City shall then provide a hospitalization insurance program to supplement Medicare to equal the level provided at the time of their retirement. In the event a retired employee obtains employment from an employer who provides medical coverage, they shall not be covered by the City's medical coverage for the duration of said employment.

B. In the event that death results to a member in the line of duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the member's employment by the City, the employee's surviving dependents shall have coverage as set forth in Section 25.1.A. and 25.2. Spouse ceases to be covered when he/she remarries. Each child ceases to be covered when they reach eighteen (18) years of age. If a dispute shall arise over the cause of death, it shall be resolved by a Medical Review Board in the same manner as Article 19, Section 4.

C. In the event of the non-duty related death of a vested employee (ten years of pension service), the City shall provide medical and dental benefits to the spouse and dependent children. The benefits will be calculated at 4% per year of service. Example, at 10 years of service the City will pay 40% of the cost of the benefits, at 20 years of service the City would pay 80% of the cost and at 25 years of service the City would cover 100% of the cost.

Section 4. Life Insurance

Life insurance shall be carried for each employee by the City at no cost to the employee. The coverage will be in the face amount of \$50,000 with double indemnity for accidental death. The City shall furnish proof of coverage.

Section 5. Disability Coverage

At no cost to a full-time regular employee, the Employer will provide disability coverage as outlined per the attached Appendix B or equivalent-comparable coverage. Terms and conditions of the insurance policies are herein included by references, and the Employer makes and presents no assurances beyond those terms and conditions.

Section 6. Retiree Life Insurance

Members of this Unit who have retired shall be provided \$10,000 worth of Term Life Insurance to be effective until age 70. The premium for said policy shall be paid by the City.

Section 7. Retiree Dental Insurance

Effective July 1, 1997, the employer agrees to provide to any employee/dependent,

covered by this agreement who retires, the Blue Cross/Blue Shield Dental Plan or dental benefits comparable to those received at the time of retirement, regular or duty disability.

ARTICLE 26

UNIFORM ALLOWANCE

- A. Effective July 1, 1997, all fifty-six (56) hour employees in the Bargaining Unit shall receive Eight Hundred Fifty (\$850) Dollars per annum, and those in forty (40) hour positions shall receive Nine Hundred (\$900) dollars per annum for clothing and cleaning. This payment will be made in June of each year for the fiscal year twelve (12) month period (up to and including June 30th). Prorated payments for employees transferred between fifty-six (56) and forty (40) hour assignments shall be made the following year. Effective July 1, 2000, fifty six hour employees shall receive Nine Hundred (\$900) Dollars per annum, and those in forty hour positions shall receive Nine Hundred fifty (\$950) Dollars per annum for clothing and cleaning.
- B. New probationary employees will receive one hundred (100%) percent of the uniform allowance at time of hire as an advance on the uniform allowance. Dress uniform will not be required to be purchased until completion of the probationary period. In June the employee will receive a prorated amount for the following year based upon months of employment prior to and including June.
 1. For example, a newly hired employee who begins employment on January 1, 1998 would receive an Eight Hundred Fifty (\$850) Dollars allowance. The following June, 1998, this employee would receive a prorated share of the clothing allowance based upon the number of completed months of service. (Six (6) months = \$425)
 2. Should a probationary employee leave the employ of the City for any reason during the initial twelve-month period, said employee must repay the City the uniform allowance for each month the employee is short of the completion of the one (1) year probationary period.

ARTICLE 27

LONGEVITY PAY

In addition to the salary set forth in the Article 23, employees shall receive an annual longevity pay based upon latest hire date, as follows:

Longevity pay shall be a lump sum payment based upon the latest hire date as follows, effective July 1, 1997:

5 years	-	\$ 900.00
10 years	-	1,600.00
15 years	-	2,300.00
20 years	-	3,000.00

Effective July 1, 2000, the schedule shall be as follows:

5 years	-	\$ 950.00
10 years	-	1,650.00
15 years	-	2,350.00
20 years	-	3,050.00

Longevity pay shall be due and payable with the first regular payroll check following the completion of five (5) years of service.

Upon the death or retirement, an employee or his estate will be paid a prorated amount of his longevity. Longevity will be prorated by months, for each month worked through the anniversary date. This means that an employee with a hire date of January 15 would get credit for a month if he/she works through the 15th of the following month. If an employee works past the monthly anniversary date before retirement or death, he/she will get credit for that month if he/she works a minimum of 15 days past the monthly anniversary date. (As illustration, an employee hired on January 15 works his last day on October 31 and retires. He would receive 9 months of longevity because he worked from January 15 through October 15 and he would receive an extra month because he worked from October 16 through October 31 which is 16 days).

ARTICLE 28

FOOD ALLOWANCE

Effective July 1, 1997, a food allowance shall be paid to all 56-hour employees in the amount of \$950.00. Effective July 1, 2000, the amount shall be \$1,000.

Payment shall be made no later than December 15th in the amount of 50 percent of the food allowance and June 15th in the remaining 50 percent of the food allowance.

New 56-hour employees or employees reassigned to 56-hour positions will receive at the time of the payment of food allowance a prorated share of the food allowance based upon the number of fully completed months of service as a 56-hour employee.

If an employee terminates his employment or is reassigned to any job other than a 56-hour job, his food allowance shall be prorated to the date of termination or reassignment.

ARTICLE 29

ASSIGNMENTS

Section 1. Advanced Life Support:

- A. The City shall determine the number of ALS Units that will be in service throughout the community. Each Unit shall be assigned two (2) ALS certified personnel. The Unit shall run with at least one (1) Lieutenant and one (1) Fire Fighter. Additional EMT or ALS certified personnel may be assigned to a Unit.
- B. Employees in the ranks of Captain, Lieutenant and Fire Fighter shall be offered the opportunity for training and assignment to the ALS duty on the basis of seniority. If not enough employees volunteer for this duty, then assignment will be made based on inverse seniority. Once an employee successfully completes training and is assigned to ALS, they must remain in that duty for at least three (3) years. Employees who wish to transfer into another division after their three (3) years must request so in writing at least six (6) months in advance of their desired transfer date. The Department will make every reasonable effort to replace the individual making the request. Effective July 1, 1999, employees will not be eligible to enroll in training for the ALS duty after their 22nd anniversary date.
- C. Those employees certified in ALS and assigned to that duty shall be paid an additional five (5%) percent above their base rate. While assigned, employees must maintain the required state certifications or they will be dropped from ALS duty and will not have further opportunities for this duty in the future.
- D. An employee not assigned to ALS duty but who possesses ALS certification, may be utilized to fill vacancies created by vacations, injury leave, or other absences.
- E. Effective July 10, 1995, the City will implement a redeployment of its fire personnel in the following manner:

Each of the City's five stations will be outfitted with an advanced life support equipped engine, staffed with four fire personnel consisting of an officer, fire engine operator and two fire fighters. Two of those fire personnel will be ALS certified not including the driver. The City will also operate one ladder truck with one officer and one fire engine operator, and one heavy rescue unit with one officer and one fire fighter, and one Battalion Chief.

The above redeployment will necessitate forty-five fire personnel being ALS certified. Those eligible for the 5% differential are officers and fire fighters with the exception of fire engine operators and battalion chiefs. Each battalion will be staffed with a minimum of twenty-five employees on active duty.

Section 2. Apparatus Driver. This position of Fire Apparatus Driver is established to provide qualified personnel to drive Department pumper and ladder apparatus and operate the various diverse functions/equipment associated with this apparatus.

- A. The position shall not be considered a promotion, but will be offered to employees on a voluntary basis in order of seniority. If not enough employees volunteer, then assignments will be made in inverse seniority. The City shall determine the number of Fire Fighters to be trained and assigned as drivers.
- B. Training shall be based on NFPA 1002 certification requirements. The City will attempt to offer the complete training at least once per year. Once an employee is trained and subsequently assigned to driver duty they shall receive an additional three (3%) percent above their base rate of pay.
- C. Those drivers assigned to each battalion shall once a year be given the opportunity to choose their station preference within that battalion. When there is a vacant Engineer position, the person accepting the assignment will drive the apparatus where the vacancy occurs until the next annual pick is made.

ARTICLE 30

RETIREMENT

Section 1. A Pension Plan will be provided under the terms of Act 345 of Public Acts of 1937 as amended, and this collective Bargaining Agreement.

Section 2. A private letter ruling by the IRS has recognized that the contributions made by employees are tax deferred and is hereby adopted by reference.

Section 3.

- A. Upon retirement from service as provided in this subdivision, a member shall receive a regular service retirement pension payable throughout the member's life of 2.8 percent of his average final compensation multiplied by the first twenty-five (25) years of service credited to the member, plus one twelfth (1/12) of one (1%) percent of the member's average final compensation multiplied by the number of months of service rendered by the member in excess of twenty-five (25) years. Maximum pension shall not exceed seventy (70%) of final average compensation. Those employees who retire before September 30, 1995 shall be allowed to exceed the maximum of seventy (70%) percent.
- B. For purposes of calculating proration of benefits due, with the exception of pension creditable service time, members retiring the 1st through the 15th of the month, the retirement base date shall be the first of that month; and, the retirement

base date for members retiring the 16th through the last of the month, shall be the first of the next month.

- C. The employees contribution to the pension fund shall be five (5) percent.
- D. The date of retirement shall be the day after the last day at work or on full paid leave (sick, personal or vacation).

Section 4. The final average compensation shall be based on the best three (3) of the last ten (10) years. Average Final Compensation (AFC) shall include all monies earned excluding allowance (i.e. food, clothing and education).

Section 5. Members of this bargaining unit shall be allowed to retire after twenty-five (25) years of service regardless of age. If the ADEA is modified to allow mandatory retirement, then members of this bargaining unit will be mandated to retire by the date that they become age sixty (60).

Section 6. Service Credit. When computing a member's service credit, the member shall be given service credit for not more than six (6) years active military service to the United States Government, who is employed subsequent to this military service, upon payment to the retirement system of five (5%) percent of his full-time or equated full-time compensation for the fiscal year in which payment is made multiplied by the years of service that the member elects to purchase up to the maximum.

Service shall not be creditable if it is or would be creditable under any other federal, state or local publicly supported retirement system, but this restriction shall not apply to those persons who have or will have acquired retirement eligibility under the federal government for service in the reserve.

Section 7. Annuity Withdrawal:

- A. Employees in the Bargaining Unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:
- B. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- C. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.

- D. The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
- E. This option is only available for regular retirement pension and to non-duty disability retirants after age 55. A member who elects the annuity withdrawal option shall have his annual pension reduced eight (8%) percent by the Pension Board Actuaries.
- F. Employee contributions for prior municipal service or military service buy backs are not included in an annuity withdrawal.
- G. An employee electing annuity withdrawal shall have the option to defer receipt of the withdrawal amount for up to one (1) year from the effective date of their retirement. However, notice of such election must be made at the time of the employee's original retirement application.

Section 8. Death Prior To Retirement.

Section 38.556a of Act 345, which now provides for death prior to retirement pension applicable to members with fifteen (15) years service, shall be modified to be applicable to members with ten (10) years of service.

Section 9. Sixty (60%) Percent Survivor Benefit to All Retirees.

Upon the death of a retirant receiving either a regular retirement or disability retirement pension, his or her spouse, if living, shall receive a pension equal to sixty (60%) percent of the pension the deceased retirant was receiving unless an Option I or II under Act 345 has been elected. As used in this subdivision, "spouse" means the person identified on the retirants pension application only.

Section 10. Death in the line of duty pension benefits

If a member dies in the line of duty in the service of the Fire Department, leaving a surviving spouse and/or children, the spouse and/or children shall receive the greater of the two pension benefits listed below:

- a. An Automatic Option 1 benefit, computed in the same manner as if the member had retired effective the day preceding the date of the member's death, elected Option 1 provided for in Act 345, 38.336 Section 6(1)(h), and nominated the spouse as survivor beneficiary. If the deceased member had less than 25 years of service credit at the time of death, the Automatic Option 1 benefits shall be computed as if the member had 25 years of service effective the day preceding the member's date of death.

If there is no surviving spouse at the time of a member's death in the line of duty, these benefits under Section 10(a) of Article 30 shall be paid into a trust fund for any surviving children and continue to be paid until each surviving child attains 18 years of age. Creation of the trust, and the cost of its administration, shall be the responsibility of representatives of the minor surviving children. If there are both a surviving spouse and surviving child(ren) at the time of a member's death in the line of duty, these benefits under Section 10(a) of Article 30 shall be paid for the life of the surviving spouse to the surviving spouse and, if at the death of the surviving spouse any surviving child(ren) are under 18 years of age, such benefits shall continue to be paid to such surviving child(ren) until they reach age 18. Payment of all such benefits shall cease, however, upon the remarriage of the surviving spouse.

OR

b. Service connected death benefits payable to surviving spouse and/or minor child(ren), as defined in Act 345, Section 38.556 Section 6(2)(a&b).

Any benefits payable under this section shall be offset by any Worker's Compensation benefits or payments received, including any redemption amounts.

Disputes as to whether the death of the member was "in the line of duty" for purposes of this Section shall be resolved in accordance with the Worker's Compensation Laws of the State of Michigan, and not through the grievance process provided herein.

The existence of a QDRO or EDRO shall not operate to increase the financial obligations of the City and Pension Fund in any case arising under this Section 10 of Article 30. Any payments directed under a QDRO or EDRO shall be an offset against payments made to a surviving spouse. If the former spouse receiving QDRO or EDRO dies before the surviving spouse, the payments made to the surviving spouse shall thereupon be increased to include the amounts previously directed by QDRO or EDRO.

ARTICLE 31

PROMOTIONAL SYSTEM

Purpose. The City and the Union are committed to the maintenance 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 developed a promotional system as follows:

- I. General Qualifications. The following minimum qualifications and requirements shall apply to promotion 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 probationary 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 the grievance procedure. Any appointee returned to their previous rank shall be ineligible for promotion to that same position for a period of one (1) year from the date he was returned.

- B. To determine an applicant's eligibility to take a promotional examination or to calculate his seniority credit, the closing date for determining his seniority shall be the date the promotional announcement is posted.

II. Eligibility and Requirements for Rank and Classification:

A. Fire Lieutenant

1. Eligibility. All fire fighting personnel with five (5) years seniority or more.
2. Seniority. Rank on eligibility list shall be determined by actual time served in fire fighting classification.
3. Qualification. Each applicant must achieve Fire Officer I certification prior to appointment.

B. Fire Captain

1. Eligibility. Fire Lieutenants with two (2) years or more in grade or current rank. If there are less than enough applicants, Fire Lieutenants with less than two (2) years service in grade or current rank will be eligible.

2. Seniority. Rank on eligibility list shall be determined by actual time served in Lieutenant classification.
3. Qualification. Each applicant must achieve Fire Officer II certification prior to appointment.

C. Emergency Medical Services Coordinator

1. Eligibility. Lieutenant or above with two (2) years or more as a Lieutenant or above in the Suppression Division. If there are less than enough applicants, Fire Lieutenants with less than two (2) years service in grade or current rank will be eligible.
2. Seniority. Rank on eligibility list shall be determined by actual time served in an Officer capacity.
3. Qualification. Must be ALS licensed. Must be IC certified within two years from date of appointment.

D. Battalion Chief

1. Eligibility. Fire Captains with two (2) years or more in grade or current rank. If there are less than enough applicants, Fire Captains with less than two (2) years service in grade or current rank will be eligible.
2. Seniority. Rank of eligibility list shall be determined by actual time served in Captain classification.
3. Qualification. Each applicant must achieve Fire Officer III certification prior to appointment. Must obtain Associates' degree in Fire Science or related field by 6/30/2002.

E. Training Instructor and Fire Inspector

1. Eligibility. All fire fighting personnel with five (5) years seniority or more.
2. Seniority. Rank on the eligibility list shall be determined by department seniority.
3. Qualification. Each applicant must achieve the appropriate certification within two (2) years.
 - a. For Fire Inspector this will be the State "Certified Fire Inspector"

certification.

- b. For Fire Instructor this will be the State certified "Fire Training Instructor".

F. Chief of Training

1. Eligibility. Training Instructor and EMS Coordinator with two (2) years service in grade or current rank. If there are less than enough applicants, Training Instructor and EMS Coordinator with less than two (2) years service in grade or current rank will be eligible. If there are still less than enough applicants, Fire Captains or greater would be eligible.
2. Seniority. Rank on the eligibility list shall be determined by actual time served in individual's qualifying rank/classification.
3. Qualification. Must have Fire Training Instructor certification and an Associates Degree in Fire Science or a related field.

G. Fire Marshal

1. Eligibility. Fire Inspector with two (2) years service in grade or current rank. If there are less than enough applicants, Fire Inspector with less than two (2) years service in grade or current rank will be eligible.
2. Seniority. Rank on the eligibility list shall be determined by actual time served in individual's qualifying rank/classification.
3. Qualification. An Associates Degree in Fire Science or a related field.

H. Chief

1. Eligibility. Any individual who holds the current rank of Fire Captain or greater in a full-time paid municipal Fire Department, excluding combined public safety departments and private fire department contractors, in a municipality with a population of 50,000 or greater, or has held such rank within one year of the date of posting, shall be eligible for the position of Chief. All applicants must have had a minimum two (2) years in said rank. Minimum educational requirements are a Bachelors Degree in Fire Science, or in a related field, not limited to - example: Public Administration, Business Administration, etc.

All Bargaining Unit members meeting the minimum qualifications shall be allowed to participate in the promotional process. Those applicants outside

the employ of the City and who meet the minimum qualifications may be reviewed by the City Manager for elimination from the promotional process.

2. Testing - Qualifications:

Assessment Center - One hundred (100%) percent of total score.

3. Psychological and Physical Examination:

Each applicant must qualify under a basic psychological and physical examination prior to appointment. Psychological examination shall be conducted by an independent, neutral and licensed psychologist or psychiatrist.

4. The City Manager reserves the right to select and appoint from the top three (3) of those passing the examination process for the position of Fire Chief.

I. To determine applicant's eligibility to take the promotional examination, the closing date for determining his seniority in rank shall be the date the promotional announcement is posted.

III. Rules and Regulations

A. Eligibility Lists:

1. The Promotional Committee shall certify and maintain all eligibility lists.
2. Eligibility lists will be valid for a period of two (2) years after each list has been certified.
3. Eligibility lists which have been challenged, shall be held in abeyance pending final resolution of the challenge.
4. The Committee shall certify the results for Chief but no eligibility list shall be maintained.

B. Assessment Center Testing:

1. The announcement of an Assessment Center shall be posted or otherwise communicated to employees simultaneously.

2. Employees shall have twenty (20) calendar days from the announcement of a test in which to make written application to participate in such tests with the Sterling Heights City Clerk. Any employee who is absent from duty more than twenty (20) days, shall provide to the Fire Chief an address where he can be contacted.
3. Assessment Center will be conducted no earlier than thirty (30) days from posting of the announcement and not later than forty-five (45) days from such posting. For the position of Chief there shall be a forty-five (45) day posting period and testing a maximum of sixty (60) days from the close of the application period. Due to extenuating circumstances, the forty-five (45) day limit may be extended with the approval of the City and Union.
4. An applicant may challenge the Assessment Center factor regarding the work related value involved in testing. Such challenge must be in writing, state the reasons, and be filed with the Promotion Committee within ten (10) calendar days of the test. Results will not be posted until expiration of the ten (10) day protest period.
5. If any Assessment Center factor is held to be not work related, the entire Assessment Center will be deemed void and the results set aside.
6. Successful completion of all Assessment Centers shall be a minimum score of seventy (70%) percent.

C. Assessment Center:

1. All assessors shall be independent and neutral persons having no interest or connection, directly or indirectly, with the City or its representatives.
2. One-half of the assessors appointed shall have actual knowledge and experience in fire science and/or fire fighting.
3. One-half of the assessors appointed may have business, labor or professional backgrounds.
4. Any agency administering the Assessment Center shall be responsible for the grading/scoring and selection of the assessors with approval of the Promotional Committee.
5. The Promotional Committee shall develop the factors and exercises for the Assessment Center Testing. Such factors and exercises will be submitted to a testing agency for their independent review and selective use in the assessment process.

D. Promotional Committee:

1. The promotion system shall be administered by a Promotion Committee consisting of five (5) members; two (2) appointed by the City Manager and two (2) by the Union. The fifth (5th) neutral member will be selected by the other four (4) members.
2. The neutral party will serve as chairman of the Committee.
3. All decisions of the Promotion Committee will be final and binding on the Union and the City.
4. The Promotion Committee shall have responsibility for:
 - a. The resolution of challenges to Assessment Center factors and exercises.
 - b. The overall administration of the promotional system.
 - c. The Promotional Committee has the responsibility for resolving disputes arising from the inability of the City and Union to reach agreement as to the items contained in Section 3C, Assessment Center.
5. The Promotional Committee shall conduct an annual review of the promotional system and make written recommendations regarding amendments, deletions or additions. Within ten (10) days of the Promotional Committee's annual report, by mutual agreements, the City and the Union shall commence negotiations for an amended promotional system. Such annual re-opener does not, however, preclude the parties from mutually amending the system at any time as may be necessary and appropriate to its effective operation.

IV. General Provisions:

- A. In the event that no one passes the assessment in the first attempt, further testing shall be open to the next lower qualifying group. In the event no applicant successfully passes, those applicants, and any others qualified, shall be afforded further attempts to qualify.
- B. In the event that an individual on the eligibility list for promotion either declines that promotion or returns to their previous rank or grade as provided in Section 1A of this Article, that individual shall be removed from said eligibility list. The individual so removed may reapply/retest when subsequent eligibility lists are to

be established without any loss of seniority rights.

- C. All costs, fees and expenses to maintain and administer the promotional system shall be borne by the City.
 - D. The City shall either provide adequate training programs for the State certification programs required for promotion or funding to outsource these programs to allow sufficient opportunity for employees to participate before their promotion eligibility arises.
 - E. Any difference, dispute or complaint not within the jurisdiction of the Promotion Committee, between the City and the Union, as to the applications or interpretation of the promotional system shall be presented as a grievance as provided for in Article 9 of the Collective Bargaining Agreement.
 - F. Certification qualifications will be the responsibility of the City and shall be assigned by seniority.
 - G. Promotions/Job Assignments will be posted. The City shall fill all budgeted vacancies within ten (10) business days upon the said "promotional" position becoming vacant.
 - H. An employee in a classification covered by this Agreement who has been in the past or will in the future be promoted or transferred to a classification within the Bargaining Unit, shall not accumulate seniority for promotional purposes, outside of position currently held. An employee who is subsequently transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion or transfer and he shall maintain the seniority rank he held at the time of his promotion or transfer.
 - I. Known dates of mandatory training will be stated with the promotional vacancy posting.
- V. This promotional system as defined in this Section, shall be the sole determining factor for all promotions within the Bargaining Unit as defined in Article 2 of the Collective Bargaining Agreement.
- VI. Anyone promoted to a forty (40) hour position requiring a buy back of time banks must remain in that division for a minimum of two (2) years. Otherwise this buy back will not be allowed to be part of the AFC calculation.

ARTICLE 32

PHYSICAL FITNESS

The mandatory Physical Fitness Program shall generally be conducted between the hours of 8:00 a.m. and 5:00 p.m. With approval of the company officer, personnel may accomplish their training at any time during the twenty-four (24) hour shift.

ARTICLE 33

EDUCATION ALLOWANCE

Those persons who have attained the required Associates Degree for their position as specified in Article 30, shall be provided a Two Hundred Fifty (\$250) dollar education allowance to be paid in June of each year, for the prior year.

Employees obligated to obtain an Associate's Degree for their current position will be allowed to exceed the two thousand (\$2,000) dollar annual maximum tuition reimbursement amount for those classes required for the Degree.

ARTICLE 34

TERMINATION OF AGREEMENT

Section 1. Duration.

This Agreement shall be effective August 19, 1997 and shall remain in force and effective to and including June 30, 2002.

Section 2. Future Negotiations.

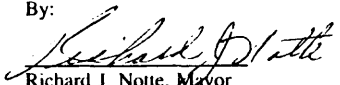
The City and the Union agree that commencing not later than March 1, 2002, the parties will undertake negotiations for a new Agreement for a succeeding period.

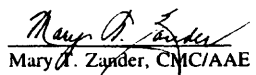
Section 3. Extension.

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

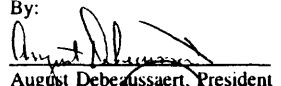
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written.

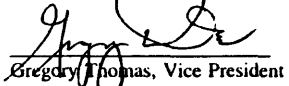
CITY OF STERLING HEIGHTS


By: 
Richard J. Notte, Mayor


Mary A. Zander, CMC/AEE
City Clerk

STERLING HEIGHTS FIRE FIGHTERS
UNION, LOCAL 1557 OF I.A.F.F.

By: 
August Debeussart, President


Gregory Thomas, Vice President


Dominic Calderone, Secretary


Larry Ward, Treasurer

Dated: 1-10-97

APPENDIX A

WAGES

IAFF FIREFIGHTERS

Effective JULY 1, 1997
(112 Hours Bi-Weekly)

APPENDIX A

POSITION	START	2%									
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS	STEP 8 48 MONTHS	STEP 9 54 MONTHS	STEP 10 60 MONTHS
FIREFIGHTER											
ANNUAL	\$29,769	\$32,821	\$33,898	\$35,013	\$36,167	\$40,995	\$42,343	\$43,738	\$45,013	\$46,327	\$47,646
Hourly	10.223	11.271	11.641	12.024	12.420	14.078	14.541	15.020	15.458	15.909	16.362
Bi-weekly	\$1,144.98	\$1,262.35	\$1,303.79	\$1,346.69	\$1,391.04	\$1,576.74	\$1,628.59	\$1,682.24	\$1,731.30	\$1,781.81	\$1,832.54
FIRE LIEUTENANT											
ANNUAL	\$51,248	\$52,529	\$53,842								
Hourly	17.599	18.039	18.490								
Bi-weekly	\$1,971.09	\$2,020.37	\$2,070.88								
FIRE CAPTAIN											
ANNUAL	\$55,860	\$57,252	\$58,685								
Hourly	19.183	19.661	20.153								
Bi-weekly	\$2,148.50	\$2,202.03	\$2,257.14								
BATTALION CHIEF											
ANNUAL	\$60,887	\$62,407	\$63,970								
Hourly	20.909	21.431	21.968								
Bi-weekly	\$2,341.81	\$2,400.27	\$2,460.42								

(80 Hours Bi-Weekly)

POSITION	START	2%						
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS
FIRE INSPECTOR								
ANNUAL	\$51,247	\$52,474	\$53,705	\$54,936	\$56,170	\$57,399	\$58,631	\$59,862
Hourly	24.638	25.228	25.820	26.412	27.005	27.596	28.188	28.780
Bi-weekly	\$1,971.04	\$2,018.24	\$2,065.60	\$2,112.96	\$2,160.40	\$2,207.68	\$2,255.04	\$2,302.40
FIRE INSTRUCTOR								
ANNUAL	\$51,247	\$52,474	\$53,705	\$54,936	\$56,170	\$57,399	\$58,631	\$59,862
Hourly	24.638	25.228	25.820	26.412	27.005	27.596	28.188	28.780
Bi-weekly	\$1,971.04	\$2,018.24	\$2,065.60	\$2,112.96	\$2,160.40	\$2,207.68	\$2,255.04	\$2,302.40
FIRE MARSHALL								
ANNUAL	\$62,104	\$63,652	\$65,249					
Hourly	29.858	30.602	31.370					
Bi-weekly	\$2,388.64	\$2,448.16	\$2,509.60					
FIRE CHIEF OF TRAINING								
ANNUAL	\$62,104	\$63,652	\$65,249					
Hourly	29.858	30.602	31.370					
Bi-weekly	\$2,388.64	\$2,448.16	\$2,509.60					
EMS COORDINATOR								
ANNUAL	\$59,818	\$61,320	\$62,853					
Hourly	28.759	29.481	30.218					
Bi-weekly	\$2,300.72	\$2,358.48	\$2,417.44					

IAFF FIREFIGHTERS

Effective JULY 1, 1998

APPENDIX A

(112 Hours Bi-Weekly)

POSITION	START	3%									
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS	STEP 8 48 MONTHS	STEP 9 54 MONTHS	STEP 10 60 MONTHS
FIREFIGHTER											
ANNUAL	\$30,663	\$33,805	\$34,914	\$36,065	\$37,253	\$42,224	\$43,613	\$45,051	\$46,364	\$47,716	\$49,075
Hourly	10,530	11,609	11,990	12,385	12,793	14,500	14,977	15,471	15,922	16,386	16,853
Bi-weekly	\$1,179.36	\$1,300.21	\$1,342.88	\$1,387.12	\$1,432.82	\$1,624.00	\$1,677.42	\$1,732.75	\$1,783.26	\$1,835.23	\$1,887.54
FIRE LIEUTENANT											
ANNUAL	\$52,785	\$54,104	\$55,459								
Hourly	18,127	18,580	19,045								
Bi-weekly	\$2,030.22	\$2,080.96	\$2,133.04								
FIRE CAPTAIN											
ANNUAL	\$57,535	\$58,970	\$60,447								
Hourly	19,758	20,251	20,758								
Bi-weekly	\$2,212.90	\$2,268.11	\$2,324.90								
BATTALION CHIEF											
ANNUAL	\$62,712	\$64,279	\$65,889								
Hourly	21,536	22,074	22,627								
Bi-weekly	\$2,412.03	\$2,472.29	\$2,534.22								

(80 Hours Bi-Weekly)

POSITION	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
		6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS
FIRE INSPECTOR								
ANNUAL	\$52,784	\$54,048	\$55,317	\$56,584	\$57,855	\$59,121	\$60,390	\$61,657
Hourly	25,377	25,985	26,595	27,204	27,815	28,424	29,034	29,643
Bi-weekly	\$2,030.16	\$2,078.80	\$2,127.60	\$2,176.32	\$2,225.20	\$2,273.92	\$2,322.72	\$2,371.44
FIRE INSTRUCTOR								
ANNUAL	\$52,784	\$54,048	\$55,317	\$56,584	\$57,855	\$59,121	\$60,390	\$61,657
Hourly	25,377	25,985	26,595	27,204	27,815	28,424	29,034	29,643
Bi-weekly	\$2,030.16	\$2,078.80	\$2,127.60	\$2,176.32	\$2,225.20	\$2,273.92	\$2,322.72	\$2,371.44
FIRE MARSHALL								
ANNUAL	\$63,968	\$65,561	\$67,206					
Hourly	30,754	31,520	32,311					
Bi-weekly	\$2,460.32	\$2,521.60	\$2,584.88					
FIRE CHIEF OF TRAINING								
ANNUAL	\$63,968	\$65,561	\$67,206					
Hourly	30,754	31,520	32,311					
Bi-weekly	\$2,460.32	\$2,521.60	\$2,584.88					
EMS COORDINATOR								
ANNUAL	\$61,613	\$63,159	\$64,740					
Hourly	29,622	30,365	31,125					
Bi-weekly	\$2,369.76	\$2,429.20	\$2,490.00					

IAFF FIREFIGHTERS

Effective JULY 1, 1999
(112 Hours Bi-Weekly)

APPENDIX A

POSITION	START	3%									
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS	STEP 8 48 MONTHS	STEP 9 54 MONTHS	STEP 10 60 MONTHS
FIREFIGHTER											
ANNUAL	\$31,583	\$34,818	\$35,963	\$37,148	\$38,371	\$43,490	\$44,920	\$46,402	\$47,756	\$49,148	\$50,549
Hourly	10.846	11.957	12.350	12.757	13.177	14.935	15.426	15.935	16.400	16.878	17.359
Bi-weekly	\$1,214.75	\$1,339.18	\$1,383.20	\$1,428.78	\$1,475.82	\$1,672.72	\$1,727.71	\$1,784.72	\$1,836.80	\$1,890.34	\$1,944.21
FIRE LIEUTENANT											
ANNUAL	\$54,369	\$55,726	\$57,121								
Hourly	18.671	19.137	19.616								
Bi-weekly	\$2,091.15	\$2,143.34	\$2,196.99								
FIRE CAPTAIN											
ANNUAL	\$59,262	\$60,741	\$62,261								
Hourly	20.351	20.859	21.381								
Bi-weekly	\$2,279.31	\$2,336.21	\$2,394.67								
BATTALION CHIEF											
ANNUAL	\$64,593	\$66,207	\$67,867								
Hourly	22.182	22.736	23.306								
Bi-weekly	\$2,484.38	\$2,546.43	\$2,610.27								

(80 Hours Bi-Weekly)

POSITION	START	3%						
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS
FIRE INSPECTOR								
ANNUAL	\$54,367	\$55,671	\$56,977	\$58,281	\$59,589	\$60,896	\$62,202	\$63,506
Hourly	26.138	26.765	27.393	28.020	28.649	29.277	29.905	30.532
Bi-weekly	\$2,091.04	\$2,141.20	\$2,191.44	\$2,241.60	\$2,291.92	\$2,342.16	\$2,392.40	\$2,442.56
FIRE INSTRUCTOR								
ANNUAL	\$54,367	\$55,671	\$56,977	\$58,281	\$59,589	\$60,896	\$62,202	\$63,506
Hourly	26.138	26.765	27.393	28.020	28.649	29.277	29.905	30.532
Bi-weekly	\$2,091.04	\$2,141.20	\$2,191.44	\$2,241.60	\$2,291.92	\$2,342.16	\$2,392.40	\$2,442.56
FIRE MARSHALL								
ANNUAL	\$65,888	\$67,529	\$69,222					
Hourly	31.677	32.466	33.280					
Bi-weekly	\$2,534.16	\$2,597.28	\$2,662.40					
FIRE CHIEF OF TRAINING								
ANNUAL	\$65,888	\$67,529	\$69,222					
Hourly	31.677	32.466	33.280					
Bi-weekly	\$2,534.16	\$2,597.28	\$2,662.40					
EMS COORDINATOR								
ANNUAL	\$63,462	\$65,054	\$66,682					
Hourly	30.511	31.276	32.059					
Bi-weekly	\$2,440.88	\$2,502.08	\$2,564.72					

IAFF FIREFIGHTERS

Effective JULY 1, 2000
(112 Hours Bi-Weekly)

APPENDIX A

POSITION	START	4%									
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS	STEP 8 48 MONTHS	STEP 9 54 MONTHS	STEP 10 60 MONTHS
FIREFIGHTER											
ANNUAL	\$32,847	\$36,210	\$37,401	\$38,633	\$39,906	\$45,229	\$46,717	\$48,257	\$49,667	\$51,114	\$52,570
Hourly	11.280	12.435	12.844	13.267	13.704	15.532	16.043	16.572	17.056	17.553	18.053
Bi-weekly	\$1,263.36	\$1,392.72	\$1,438.53	\$1,485.90	\$1,534.85	\$1,739.58	\$1,796.82	\$1,856.06	\$1,910.27	\$1,965.94	\$2,021.94
FIRE LIEUTENANT											
ANNUAL	\$56,545	\$57,954	\$59,407								
Hourly	19.418	19.902	20.401								
Bi-weekly	\$2,174.82	\$2,229.02	\$2,284.91								
FIRE CAPTAIN											
ANNUAL	\$61,632	\$63,170	\$64,751								
Hourly	21.165	21.693	22.236								
Bi-weekly	\$2,370.48	\$2,429.62	\$2,490.43								
BATTALION CHIEF											
ANNUAL	\$67,176	\$68,854	\$70,581								
Hourly	23.069	23.645	24.238								
Bi-weekly	\$2,583.73	\$2,648.24	\$2,714.66								

(80 Hours Bi-Weekly)

POSITION	START	4%						
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS
FIRE INSPECTOR								
ANNUAL	\$56,542	\$57,898	\$59,257	\$60,613	\$61,973	\$63,331	\$64,690	\$66,046
Hourly	27.184	27.836	28.489	29.141	29.795	30.448	31.101	31.753
Bi-weekly	\$2,174.72	\$2,226.88	\$2,279.12	\$2,331.28	\$2,383.60	\$2,435.84	\$2,488.08	\$2,540.24
FIRE INSTRUCTOR								
ANNUAL	\$56,542	\$57,898	\$59,257	\$60,613	\$61,973	\$63,331	\$64,690	\$66,046
Hourly	27.184	27.836	28.489	29.141	29.795	30.448	31.101	31.753
Bi-weekly	\$2,174.72	\$2,226.88	\$2,279.12	\$2,331.28	\$2,383.60	\$2,435.84	\$2,488.08	\$2,540.24
FIRE MARSHALL								
ANNUAL	\$68,523	\$70,231	\$71,990					
Hourly	32.944	33.765	34.611					
Bi-weekly	\$2,635.52	\$2,701.20	\$2,768.88					
FIRE CHIEF OF TRAINING								
ANNUAL	\$68,523	\$70,231	\$71,990					
Hourly	32.944	33.765	34.611					
Bi-weekly	\$2,635.52	\$2,701.20	\$2,768.88					
EMS COORDINATOR								
ANNUAL	\$66,000	\$67,656	\$69,349					
Hourly	31.731	32.527	33.341					
Bi-weekly	\$2,538.48	\$2,602.16	\$2,667.28					

IAFF FIREFIGHTERS

Effective JULY 1, 2001
(112 Hours Bi-Weekly)

APPENDIX A

POSITION	START	3%									
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS	STEP 8 48 MONTHS	STEP 9 54 MONTHS	STEP 10 60 MONTHS
FIREFIGHTER											
ANNUAL	\$33,831	\$37,296	\$38,522	\$39,792	\$41,102	\$46,586	\$48,117	\$49,704	\$51,158	\$52,648	\$54,148
Hourly	11.618	12.808	13.229	13.665	14.115	15.998	16.524	17.069	17.568	18.080	18.595
Bi-weekly	\$1,301.22	\$1,434.50	\$1,481.65	\$1,530.48	\$1,580.88	\$1,791.78	\$1,850.69	\$1,911.73	\$1,967.62	\$2,024.96	\$2,082.64
FIRE LIEUTENANT											
ANNUAL	\$58,242	\$59,693	\$61,189								
Hourly	20.001	20.499	21.013								
Bi-weekly	\$2,240.11	\$2,295.89	\$2,353.46								
FIRE CAPTAIN											
ANNUAL	\$63,481	\$65,065	\$66,693								
Hourly	21.800	22.344	22.903								
Bi-weekly	\$2,441.60	\$2,502.53	\$2,565.14								
BATTALION CHIEF											
ANNUAL	\$69,192	\$70,918	\$72,698								
Hourly	23.761	24.354	24.965								
Bi-weekly	\$2,661.23	\$2,727.65	\$2,796.08								

(80 Hours Bi-Weekly)

POSITION	START	3%						
		STEP 1 6 MONTHS	STEP 2 12 MONTHS	STEP 3 18 MONTHS	STEP 4 24 MONTHS	STEP 5 30 MONTHS	STEP 6 36 MONTHS	STEP 7 42 MONTHS
FIRE INSPECTOR								
ANNUAL	\$58,240	\$59,635	\$61,035	\$62,431	\$63,833	\$65,230	\$66,630	\$68,028
Hourly	28.000	28.671	29.344	30.015	30.689	31.361	32.034	32.706
Bi-weekly	\$2,240.00	\$2,293.68	\$2,347.52	\$2,401.20	\$2,455.12	\$2,508.88	\$2,562.72	\$2,616.48
FIRE INSTRUCTOR								
ANNUAL	\$58,240	\$59,635	\$61,035	\$62,431	\$63,833	\$65,230	\$66,630	\$68,028
Hourly	28.000	28.671	29.344	30.015	30.689	31.361	32.034	32.706
Bi-weekly	\$2,240.00	\$2,293.68	\$2,347.52	\$2,401.20	\$2,455.12	\$2,508.88	\$2,562.72	\$2,616.48
FIRE MARSHALL								
ANNUAL	\$70,578	\$72,338	\$74,149					
Hourly	33.932	34.778	35.649					
Bi-weekly	\$2,714.56	\$2,782.24	\$2,851.92					
FIRE CHIEF OF TRAINING								
ANNUAL	\$70,578	\$72,338	\$74,149					
Hourly	33.932	34.778	35.649					
Bi-weekly	\$2,714.56	\$2,782.24	\$2,851.92					
EMS COORDINATOR								
ANNUAL	\$67,980	\$69,686	\$71,429					
Hourly	32.683	33.503	34.341					
Bi-weekly	\$2,614.64	\$2,680.24	\$2,747.28					

APPENDIX B

DISABILITY INSURANCE

Short Term Disability Income for Accident or Sickness

Short Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	30 days
Maximum Duration	26 weeks

Long Term Disability Income Benefit

Long Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	180 days
Maximum Duration	Sickness to age 65 Accident to age 65

APPENDIX C

REQUEST FOR ARTICLE 19 BENEFITS

I _____ was injured on _____, while working as a fire fighter with the City of Sterling Heights. As a result of that injury, I am unable to work s a fire fighter in the City of Sterling Heights and I request Article 19 benefits.

Dated: _____
_____ (full name)
_____ (rank/position)
_____ (address)
_____ (telephone number)

cc: Fire Department
Fire Fighters Union Local 1557

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF STERLING HEIGHTS
AND
THE STERLING HEIGHTS FIRE FIGHTERS LOCAL 1557

Effective Date: August 19, 1997

It is hereby understood and agreed to by both parties, that the following guidelines will regulate the four (4) ten (10) hour work schedule.

Applicability

This schedule shall be applicable to all full-time Fire Inspectors in Fire Prevention.

The work day will be 7:00 a.m. until 5:00 p.m. and the work week remains Monday through Friday.

The current Fire Department Procedures regarding vacation, sick time, personal time, funeral leave, and trading time shall apply. Flex time is permitted but is limited to not more than one-half of the work days in any week (two) or more than one-half the work days in any pay period (four). Flex time is limited to one hour before shift and one hour after shift (6:00 a.m. - 6:00 p.m.).

The lunch period shall remain at 30 minutes.

The 4-10 schedule shall not create any additional overtime in the on-call system.

Example: If an on-call inspector is called in for an investigation prior to his scheduled leave day, the callback overtime would end at the conclusion of the three-hour callback period and on-duty personnel would take over the investigation. The on-call inspector would not be on call during his weekly leave day (7:00 a.m. - 5:00 p.m.).

It is acknowledged that there will be ten hours less of on-call coverage time. However, there will be no reduction or increase in on-call compensation as the City's overtime exposure is reduced by ten hours minimum a week.

A week that contains a paid holiday will be worked on a five (5) day, eight (8) hour schedule.

Both parties acknowledge that the four (4) ten (10) schedule will not affect F.L.S.A. overtime in any fashion.

MEMORANDUM OF UNDERSTANDING/4-10-Hour Work Schedule

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There will be no acting time created or paid as a result of the four (4) ten (10) schedule.

For the purposes of payroll reporting, time slips will indicate four (4) days of ten (10) hours as scheduled.

For the purpose of the 4-10 schedule, the City must have the authority (without the need for negotiations) to adjust the work schedule of 40-hour personnel to compensate for vacations, illness, injury, funeral leave, jury duty, emergency leave, service demand, etc.

Forty-hour personnel shall be responsible for securing the building at the end of the 7:00 a.m. - 5:00 p.m. work day.

The City will review the 4-10-hour program every six months and decide whether or not to continue with the 4-10-hour work schedule, or revert to the 5-8-hour work schedule, but will discuss with the Union before doing so.

FOR THE CITY:

FOR THE UNION:

Richard Notte
Richard Notte Date
Mayor

August J. Debeaussaert 12-15-97
August J. Debeaussaert Date
President

Steve Duchane
Steve Duchane
City Manager

Gregory Thomas 12-10-97
Gregory Thomas Date
Vice President

Dominic Calderone 12-10-97
Dominic Calderone Date
Secretary

Larry Ward 12/13/97
Larry Ward Date
Treasurer

Date: _____

