

3915

9/30/99

AGREEMENT

BETWEEN

THE CITY OF STURGIS

AND

THE STURGIS FIRE FIGHTERS ASSOCIATION

October 1, 1995 through September 30, 1999

FIRE

1996-Oct.

Originally paid wage increases
of Oct. 1st; dept. raised rate, and
therefore money was deducted in second
check.

Sturgis, City of

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AGREEMENT

THIS AGREEMENT, made and entered into as of the 30th day of September, 1995, and effective as of the 1st day of October, 1995, by and between the City of Sturgis, a Municipal Corporation, with its offices situated at 130 North Nottawa Street, Sturgis, Michigan 49091, herein after referred to as the "City", and the Sturgis Fire Fighters Association, a Michigan Non-Profit Corporation, hereinafter referred to as the "Association".

ARTICLE 1

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, working conditions, and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly, harmonious labor relations for the mutual interest of the City, the employees, and the Association. Recognizing that the safety and well-being of the City residents are of paramount concern of all employees of the City fire department, the City and the Association, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and the provisions set forth herein for the duration of this Agreement.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following words shall have the following definitions:

CITY: Shall mean the City of Sturgis, including its elected and appointed representatives.

ASSOCIATION: Shall mean the Sturgis Fire Fighters Association.

EMPLOYEE, FIREMAN AND FIREFIGHTER: As used herein, these terms are synonymous and shall mean all full-time employees of the Fire Department of the City of Sturgis except the Fire Chief.

FULL-TIME EMPLOYEE: An employee who works an average of thirty (30) hours per week for the Department.

PAID-ON-CALL FIREFIGHTER: An employee who does not work regularly scheduled hours for the Department, but responds to fires and other emergencies when called by the Department.

SHIFT COMMANDER: The highest ranking on-duty member assigned to a twenty-four (24) hour shift, per the following schedule:

The on-duty Assistant Fire Chief;
An off-duty Assistant Fire Chief recalled or otherwise assigned in his absence;
The on-duty Fire Captain in the absence of the first two;
An off-duty Fire Captain recalled or otherwise assigned in the absence of an Assistant Chief or on-duty Captain;
and
A Firefighter designated as "Acting Captain".

PART-TIME EMPLOYEE: An employee who works an average of less than thirty (30) hours per week for the Department, including paid-on-call Firefighters.

DEPARTMENT: The Fire Department of the City of Sturgis.

ARTICLE 3

RECOGNITION

SECTION 1. Collective Bargaining Unit.

The City hereby recognizes the Association as the exclusive bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and conditions of employment for all employees of the Fire Department who are included in the bargaining unit.

The bargaining unit is described as follows: All full-time Sturgis Fire Department employees, excluding the Fire Chief.

SECTION 2. Other Agreements.

The City will not enter into any other agreements with labor organizations, other individuals, or members of this bargaining unit which affect the bargaining unit employees and which in any way conflict with the provisions of this Agreement.

ARTICLE 4

ASSOCIATION REPRESENTATION

SECTION 1. Association Negotiating and Grievance Committees.

The City agrees to recognize a Negotiating and Grievance Committee of not more than three (3) employees each of the Association who are members of the bargaining unit. The City shall also recognize one (1) non-bargaining unit representative who may assist the Negotiating and Grievance Committee in the performance

of their duties.

The Association shall furnish to the City a written notice of the bargaining unit members that comprise the Negotiating and Grievance Committee.

The Negotiating and Grievance Committee shall represent the Association and/or its members in meetings with the City for the purpose of collective bargaining and for the purpose of processing grievances and other administrative functions pertaining to the terms and provisions of this Agreement.

Any member of the Negotiating and Grievance Committee having grievance in conjunction with his or her own work may ask another member of the Committee to assist him or her in the adjusting of the grievance.

SECTION 2. Negotiating and Grievance Committee Activities.

The Negotiating and Grievance Committees will be paid for their time spent in negotiations and/or the processing of grievances with the City. Said time shall be only for straight time hours the individuals in question would have otherwise worked had they worked their regularly scheduled shift. The employees scheduled to work the day of a prearranged bargaining meeting or grievance meeting shall be credited with the number of hours spent in bargaining or grievance processing as time worked during their tour of duty on that day. No pay shall be paid to an employee who is not scheduled to work.

SECTION 3. Visits by Association Representatives.

The City agrees that accredited representatives of the Association shall have reasonable access to the premises of the City during regular business hours to conduct Association business.

SECTION 4. Special Conferences.

It is hereby agreed that special conferences for important matters, including safety between bargaining unit employees, will be arranged between the Association and the City or their designated representatives, at a mutually convenient time and place. Such meetings shall be between at least two (2) representatives of the Association and the City. Arrangements for such special conferences shall be made in advance and an agenda shall be made of the matters to be discussed at the meeting and shall be presented at the time the meeting is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

ARTICLE 5

ASSOCIATION SECURITY AND CHECKOFF

SECTION 1. Association Security.

Employees covered by this Agreement at the time that it becomes effective will as a condition of continued employment be required to become members of the Association or to pay the Association a service fee in an amount not to exceed dues uniformly charged for membership in the Association within thirty (30) days from the date of this Agreement.

All future employees covered by this Agreement, as a condition of continued employment, shall become members of the Association or pay to the Association a service fee in an amount not to exceed dues uniformly charged for membership in the Association within thirty (30) days of their employment by the City.

SECTION 2. Check-Off.

During the life of this Agreement, the City agrees to deduct Association membership dues and/or service fees from the pay of each employee who submits to the City an executed authorization for check-off of dues or service fees form, pro-rated among all twenty-six (26) pay checks. Check-off deductions shall become effective at the time the authorization is signed by the employee, provided, however, that the employee has performed not less than forty (40) hours of work during the preceding month. Deductions for any calendar month shall be remitted to the Secretary/Treasurer of the Association. The Association agrees to indemnify, defend and hold the City harmless against any and all claims made and against any suits instituted against the City on account of any check-off of Association dues and/or service fees.

SECTION 3. Non-Discrimination.

The City and the Association agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of the member's or person's race, creed, color, sex, political affiliation, or national origin. The City shall take steps to assure employment assignments and promotions are given on a non-discriminatory basis. The City and the Association further agree not to discriminate against any employee because of membership in the Association.

SECTION 4. Check-Off Authorization Form.

CHECK-OFF AUTHORIZATION FORM

STURGIS FIRE FIGHTERS ASSOCIATION

I hereby request and authorize you to deduct wages hereinafter earned by me while in the City of Sturgis employment, my Association dues of \$ _____ per pay period or my fair share representation fee of \$ _____ per pay period. The amount deducted shall be paid to the Treasurer of the Association according to the Agreement reached between the City of Sturgis and the Sturgis Fire Fighters Association. This authorization shall remain in effect until, by written notice to the employer, I request its revocation.

ARTICLE 6

MANAGEMENT RIGHTS

SECTION 1.

Nothing in this Agreement shall be deemed to limit or restrict the City in any way in the exercise of its customary functions of management, including the right to make such rules relating to the operation of the Fire Department as it shall deem advisable and which rights are not inconsistent with the terms of this Agreement. The City shall have the sole and exclusive right to manage and operate the Fire Department in all of its operational activity. Among the rights of management, included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be performed by the Fire Department, the methods, procedures, means, equipment and vehicles required to provide such services; to determine the nature, number of facilities and vehicles to be operated by the Fire Department; to establish classifications of work and the number of personnel required; to direct and control all operations; to discontinue, combine or reorganize any part or all of the fire operations; to maintain order and efficiency; to continue and maintain its fire operations as in the past; to study and use approved methods and equipment and to use outside assistance in or out of the department consistent with the terms of this Agreement; and in all respects to carry out the ordinary and customary functions of management.

The City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, lay-off and recall personnel; to establish work rules and affix and determine penalties for violation of such rules; to make judgments as to ability and skill; to provide and assign relief personnel; to establish and change work schedules; to establish and determine work loads, provided, however, that these rights shall be subject to the grievance and arbitration procedures established herein and consistent with the terms of this Agreement. The Association hereby agrees that the City retain its sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. However, nothing contained herein shall limit the right of the Association or individual employees to avail themselves of the grievance procedure in order to question violations of any State or Federal law regarding the safety, health or working conditions of the employees, or any condition that may be deemed to be unsafe even though not a violation of the law.

ARTICLE 7

ASSOCIATION RIGHTS

SECTION 1. Bulletin Boards.

The City will provide a bulletin board in the Fire Building which may be used by the Association for posting notices limited to:

- (A) Notices of Association recreational social events.
- (B) Notice of Association election and results.
- (C) Notice of Association meetings and results.
- (D) Official Association communications.
- (E) Official social communications.
- (F) Other information that is not derogatory to the City or its administration.

SECTION 2. Disciplinary Representation.

All Association members shall have the right, if requested, to have a member of the Association present when he or she is summoned before a superior officer or City representative for disciplinary action which may result in suspension or discharge.

SECTION 3. Procedures.

The City shall promptly notify the Association representative assigned to review and process all grievances in the department concerning any discharge or suspension. A discharged or suspended employee shall be allowed to discuss the contemplated action with an Association representative before suspension or discharge, if he so requests. The Fire Chief or other City administrators shall discuss the discharge or discipline with the employee and the Association representative upon their request. In imposing disciplinary action against any employee, the City agrees not to consider any disciplinary action more than twenty-four (24) months old.

SECTION 4. Written Statements.

No employee shall be required to give the Employer a written statement before he or she has had an opportunity to discuss the matter with his or her Association representative, if he is under investigation for disciplinary action. If the employee has elected to discuss the matter with his Association representative, he or she shall have twenty-four (24) hours after such discussion with the Association representative to make a written statement or reply.

SECTION 5. Personnel Files.

Employee personnel files shall be kept under direct control of the office of the Chief of Fire Services. The City shall not allow anyone other than the City Administration to review, have a copy of, or in any way peruse in whole or in part the personnel file or any document which may become a part of these files except as otherwise provided by law.

An employee by right may review his/her own personnel file as to its total content, except the background investigation and the files related to an active internal affairs investigation in progress. All requests to review personnel files shall be made upon written notice to the Chief of Fire Services.

SECTION 6. Policies and Procedures.

The City reserves the right to establish reasonable departmental rules and regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies, and procedures, and any additions or amendments thereto, shall be posted on the bulletin board with a copy supplied to the President of the Sturgis Fire Fighters Association. Said rules, regulations, policies and procedures

shall take effect ten (10) days after posting. If either an employee or the Association believes that the rules, regulations, policies and procedures, as posted by the City, are in conflict with any provision of this Agreement, or that the application of the rules, regulations, policies and procedures as posted by the City, is without "just or probable cause", then either the employee or the Association may file a grievance at any time within the ten (10) days after the conflict arises or the application is implemented. It is hereby agreed that timeliness for filing grievances hereunder shall be when the City applies its rules, regulations, policies and procedures to an employees or a group of employees in the bargaining unit and not when such rules, regulations, policies and procedures are posted.

If a work rule is implemented and is grieved, the issue before the arbitrator shall be whether said rule is reasonable and related to the proper performance of the employee's duties and/or applied in a reasonable manner.

SECTION 7. Liability Insurance.

The City shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated protecting the employees from any or all liability that arises out of the course of their employment. Said coverage shall include, but not be limited to acts of negligence and of the employee performed during the course of his duty and shall further provide that said employee, if sued, shall be provided with adequate defense, and if any judgment is rendered against the employee, it shall be satisfied to the extent of the insurance coverage.

Should the City fail to obtain this coverage, it shall be deemed by this contract to have become a self-insurer and will protect the employees in the same manner and on the same terms and conditions as if it had secured the liability insurance. Nothing herein contained shall prevent the bargaining unit employee from obtaining private counsel or co-counsel to also represent him, at the employee's own cost.

ARTICLE 8

SENIORITY

SECTION 1. Seniority Definition.

Seniority shall be defined as the length of the employee's continuous service with the City of Sturgis commencing with his/her last date of hire. It shall equal the time actually spent on the active payroll, plus approved leaves of absence, unless otherwise

provided for in this Agreement. A permanent full-time employee shall begin to accumulate seniority upon the expiration of the probationary period, at which time his/her name will be placed on the seniority list as of the last date of hire as a full-time employee of the department.

SECTION 2. Seniority List.

A seniority list shall be forwarded to the bargaining unit and will be kept which will show the names, classifications and rank of all employees within the Fire Department. The City shall keep the seniority list up-to-date from time to time and will furnish the Association an up-to-date list at least once a year. Employees who are employed on the same date shall be placed on the seniority list by a blind draw of numbers.

SECTION 3. Loss of Seniority.

An employee's seniority and the employment relationship with the City shall terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged for just cause and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) If the employee is absent for three (3) consecutive calendar days without notifying his supervisor prior to or within such three (3) day period with a justifiable reason to the employer for such absence unless such absence and/or notification was impossible.
- (d) If an employee fails to report to work within three (3) calendar days following telephone notification of recall to work or following receipt of an attempt delivery of notice of recall by certified mail sent to the employee's last known address, unless the failure to report was otherwise excused by the City.
- (e) If the employee fails to return on the required day following a leave of absence or vacation unless otherwise excused by the City, or unless such notification is impossible.
- (f) If the employee is on lay-off status consecutively for the length of seniority at the time of lay-off but not less than two (2) years.

SECTION 4. Compensation Plan.

Seniority for the purpose of this Agreement shall be identified as the length of service in the division of Fire Services. Seniority for the purposes of retirement payment shall revert back to the total eligible service with the City of Sturgis.

ARTICLE 9

LAY-OFF AND RECALL

SECTION 1. Definition of Lay-off.

Lay-off shall mean the separation of employees from the active work force due to an actual showing of lack of work or funds by the City. In the event of a lay-off, no non-bargaining unit employee will perform any job assignment, duties or responsibilities of bargaining unit employees affected by such lay-off.

SECTION 2. Order of Lay-Off.

The first employee to be laid off shall be the probationary employee. If further lay-offs are necessary, the layoffs shall be made by departmental seniority, without regard to rank or classification, provided however, the senior employees who remain after the layoff shall have the experience, training and the then present ability to perform the required work. Provided further, that prior to any final decision to reduce manpower (layoff) the City shall meet, discuss and negotiate with the Association regarding possible alternative measures that may be taken in lieu of a reduction in manpower (layoff).

SECTION 3. Demotion in Lieu of Lay-Off.

Except as provided above, an employee subject to lay-off who so requests shall in lieu of lay-off, be demoted by seniority to a lower position within the department provided he/she has the experience and training to perform the work.

SECTION 4. Notice of Lay-Off and Recall.

Employees to be laid off shall be given at least two (2) calendar days prior notice. Employees to be recalled from lay-off shall be given written notice by certified mail to their last known address with return receipt requested or by personal notification by other means, but in either case, notification shall be three (3) calendar days prior to the notice of the day the employee is

required to report to work.

SECTION 5. Preferred Eligibility Lists.

Employees demoted in lieu of lay-off shall have their names placed on a preferred eligibility list in order of departmental seniority. Such employees shall be recalled from lay-off or shall be restored to positions from which they were demoted within the department before any other persons are selected for employment or promotion within those ranks.

ARTICLE 10

HOURS OF WORK AND OVERTIME

SECTION 1. Hours of Work - Work Week.

The Fire Marshall's normal work schedule shall be eight (8) hours per day, Monday through Friday, both inclusive, at hours designated in writing by the Chief. The regular work week for all other employees within the bargaining unit will be fifty-six (56) hours. The regular work day will be twenty-four (24) hours in duration. The employee shall have a schedule that will be based upon a yearly schedule for all shifts that will be comprised of one (1) day on, followed by one (1) day off, followed by one (1) day on, followed by two (2) days off, followed by one (1) day on, followed by one (1) day off, followed by one (1) day on, followed by four (4) days off, to run through the calendar year.

The commencement of each work day will be at 6:30 a.m. and shall conclude at 6:30 a.m. the following day.

Notwithstanding the above provision, should the Legislature revise by statute the permissible hours of work for fire fighters within the State of Michigan, the parties will meet to renegotiate any language or any areas of this Section to conform to such legislative mandates. Negotiations shall be pursuant to Article 27, Section 2 of this Agreement.

SECTION 2. Earned Overtime.

The Fire Marshall shall be paid for overtime at the rate of time and one-half the regular hourly rate of pay, for all work performed in excess of the number of hours in any scheduled work day. Compensatory time off for overtime shall be permitted, if requested by the employee, allowing one and one-half (1-1/2) hours of compensatory time off for one hour of overtime. Compensatory time off shall be taken within the same pay period as overtime worked. All hours worked by bargaining unit employees, other than the Fire Marshall, in excess of the regular work week and all

holiday pay earned (Article 14, Section 1), shall be paid at the earned overtime rates as follows:

	<u>EARNED OVERTIME</u>			
	(3.75/3%) 10/1/95	(4/3.25%) 10/1/96	(4/3.25%) 10/1/97	(3.75/3.25%) 10/1/98
Recruit	13.27	13.80	14.35	14.89
After 6 Months	14.11	14.67	15.26	15.83
After 12 Months	15.06	15.66	16.29	16.90
After 24 Months	16.15	16.80	17.47	18.13
Capt./Mech.	16.84	17.39	17.96	18.54
Assist. Chief	17.78	18.36	18.96	19.58

SECTION 3. Call Back/Court Time.

All employees who are called in or are called back to work extra hours outside their regularly scheduled shifts shall be paid at the rate identified in Section 2 of this Article for all such call ins, call backs, or court time, provided, however, such employee shall in all cases receive a minimum of two (2) hours pay at such call back, call in, court time rate.

SECTION 4. Overtime Equalization.

The City shall make every effort to equalize scheduled overtime among the employees within the bargaining unit. When overtime is refused by the employees called back to work overtime, they shall be credited with like amount of overtime for the purpose of equalization.

SECTION 5. Training Sessions.

Employees shall be allowed to attend at least one (1) training school each year which is job related, provided manpower and funds are available and the Fire Chief approves. The City shall pay reasonable costs and expenses to attend the school. The City shall not be obligated to pay an employee more than their weekly wages for any one training school.

ARTICLE 11

PROBATION

SECTION 1. Probationary Employees.

New employees hired into the bargaining unit shall be probationary employees for evaluation purposes for a period of six

(6) months commencing with the date they are sworn in. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated at the sole discretion of the City without regard to his/her relative length of service. Unsatisfactory employees shall be so terminated.

Once the employee's probationary period is completed, the employee's seniority shall be determined as outlined herein in the sections of this Agreement covering seniority. This section shall not be construed to interfere with the benefits normally received by probationary employees such as step increases, vacation accrual, sick leave accrual, and insurance coverage, if said probationary employee has met the qualifications for such benefits.

The Association shall solely represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment except those employees discharged or disciplined.

ARTICLE 12

GRIEVANCE PROCEDURE

SECTION 1. Definition of a Grievance.

A grievance shall be defined as a complaint or dispute by an employee or the Association concerning the application or interpretations of this Agreement, and/or the rules or regulations of the Department, or rates of pay, wages, hours of employment, and conditions of employment.

The grievance procedure constitutes the sole and exclusive method of determination, decision, adjustment or settlement of any and all grievances, complaints or disputes as herein defined, whether or not either party to the contract considers the same as a material breach of the contract, except as to any individual legal recourse that an employee may choose. In the event the City settles a grievance in accordance with the procedure set forth herein, the City shall submit to the Union a written statement setting forth the nature of the settlement. A settlement of a grievance under these terms shall not serve as a precedent or past practice as to the intent or meaning of the Agreement or its interpretation thereunder. The City shall not be required to pay back wages for more than one (1) day prior to the date a written or oral grievance is presented, except in the case of a pay shortage of which the employee had not been aware prior to receiving his pay. Adjustments for pay shortages shall be retroactive to the beginning of the pay period, provided any employee files his

grievance within ten (10) days after receipt of said pay. No grievance shall be filed or processed based upon facts or events which have occurred prior to ten (10) days before the grievance is filed. Notwithstanding the aforementioned, if a grievant can substantiate that he had no prior knowledge of the purported grievance, such time limitation shall apply when knowledge is obtained, or should have reasonably been obtained. To be processed hereunder, a grievance must be (1) reduced to writing, (2) filed in duplicate on forms supplied for this purpose by the City, (3) state the facts on which the grievance is based, (4) state when the grievance has occurred, (5) signed by the employees who is filing the grievance, (6) presented to the proper individual as set forth in Section 3 hereof. Grievances which affect the bargaining unit as a whole, or affect a group of individuals in the bargaining unit, may be signed by any of the officers of the Association.

SECTION 2. Informal Resolution.

The informal resolution of grievances is urged and encouraged so that they are resolved verbally at the lowest possible level of supervision.

SECTION 3. Grievance Procedure.

All grievances shall be processed in the following manner:

STEP 1:

Grievances shall be presented promptly and in all cases not later than ten (10) days from the time the Association and/or the individual member should have reasonably known that the employee had grounds for a grievance. The grievance shall first be presented to the Chief of Fire Services. The Chief of Fire Services shall acknowledge receipt of the grievance by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or his Association representative. The Chief of Fire Services shall give his written answer within (5) days after receipt of the grievance.

STEP 2:

If the grievance is not satisfactorily settled in Step 1, the Association may appeal the decision of the Chief of Fire Services by submitting the written grievance to the City Manager within five (5) days following receipt of the Chief's answer in Step 1. The City Manager shall within ten (10) days of the receipt of this appeal schedule a meeting to hear the dispute and render a decision. The City Manager shall place his answer on the grievance form and return it to the Chairman of the negotiating committee within seven (7) days after such meeting.

STEP 3:

On any grievance, the Association may appeal the decision of the City Manager to arbitration by giving written notice to the City of its desire to arbitrate within thirty (30) days after receipt of the City's answer in Step 2.

Within thirty (30) days from the receipt of the answer from the City Manager, the Association shall request from the Michigan Employment Relations Commission a list of names of five (5) qualified arbitrators. A copy of this request shall be given to the Chief of the Fire Services and City Manager. Upon receipt of the list of names, the Association representative processing the grievance and the City's designated representative shall alternately strike names from the list with the right of the first strike being decided by the flip of a coin. After two (2) names have been struck by each party, the one (1) remaining shall be the arbitrator. It shall be the responsibility of the Association to notify the Michigan Employment Relations Commission of the selection.

SECTION 4. Arbitrator's Powers.

The arbitrator shall have no power to amend, add to, alter, ignore, change or modify the provisions of this Agreement or rewrite the rules and regulations of the department or of the City and the arbitrator's decision shall be limited to the application or interpretation of the above grievance and to the specific issue presented to him. However, the parties agree that the arbitrator has the power to modify, rescind or uphold disciplinary action which has been imposed by the City. The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fees and expenses of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties including the Association, its members, employee(s) involved, the City and its officials, including the Chief of Fire Services, the City Commission, and its designated representatives.

SECTION 5. Time Computation.

Saturdays, Sundays, and holidays shall not be counted under the time procedures established in the grievance procedure.

SECTION 6. Time Limitations.

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association, the grievance shall be considered

settled on the basis of the City's last answer. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

SECTION 7. Expedited Grievances.

Grievances commenced involving discharge or suspension may be commenced at the Step 2 level of the aforementioned grievance procedure.

SECTION 8. Individual Grievances.

Notwithstanding any provisions herein, individual employees may present their own grievances to the city and have them adjusted without the intervention of the Association or its representatives, provided, however, that the City has given the Association and its representatives notice and an opportunity to be present at such adjustment. In no event, shall any such adjustment be contrary to or inconsistent to the terms of this Agreement between the City and the Association. Further, if an individual employee settles his own grievance without the intervention of the Association, settlement shall be binding upon the individual and shall not set precedence for the Association or other Association members.

ARTICLE 13

**NEW JOBS, TRANSFERS, TEMPORARY
ASSIGNMENTS AND PROMOTIONS**

SECTION 1. New Jobs.

When and if the City creates a new job classification, or alters an existing job classification by adding additional duties, it shall set the rate of pay therefore and advise the Association, including all of the evidence gathered by the City to substantiate the rate of pay. If the Association disagrees with the rate of pay for such job classification, they may file a written grievance with respect thereto. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the new job was created.

SECTION 2. New Jobs and Job Openings.

In the event of an opening on a shift, transfers to fill such opening shall be available to employees of the other two shifts on the basis of seniority and the approval of the Fire Chief. These

transfers will consist of a fireman for a fireman opening, and an officer for an officer opening.

SECTION 3. Temporary Assignments.

Whenever any fire fighter is temporarily assigned by the Fire Department Chief to the rank and responsibilities of a captain or assistant chief, the employee in question shall receive that higher rate of pay.

SECTION 4. Promotional Procedure.

The City will make promotions within the department available to its employees who possess the necessary qualifications for the job under consideration.

The City shall have available for the Bargaining Unit employees job descriptions and job requirements for each Bargaining Unit job. If a vacancy occurs in a Bargaining Unit position, the City shall post a job description, the job requirements and a bid sheet for Bargaining Unit employees to sign for a period of thirty (30) days, or until all members eligible for promotion have indicated in writing to the Fire Chief their desire to apply for the promotion. The City shall make available, to all applicants, the subject matter, including relevant material for study and review, which will be included in the written examination, provided the same shall be available to the City. All promotions within the Department of Fire Services which are of a permanent nature shall be based on the following factors:

1. A Written Examination. Points to be calculated by multiplying the test score percentage by 30. A failing test score will not disqualify the applicant.

Total Possible Points: 30

2. Seniority. One (1) point to be awarded for each two (2) years of service with the Fire Department.

Total Possible Points: 10

3. Education.

One (1) point for each ten (10) college credits successfully completed that may be applied towards an Associate's Degree in Fire Science.

One (1) point for successful completion of an Emergency Medical Technician course.

Two (2) points for current license as an Emergency Medical Technician (Maximum two [2] points).

One (1) point for each of the following Michigan Firefighter's Training Council courses that are successfully completed:

Firefighter 1A	Firefighter 1B
Firefighter 2C	Firefighter 2D
Fire-Officer 1	Fire-Officer 2
Fire-Officer 3	Fire-Inspector 1
Fire Inspector 2	Fire Investigation
Hazardous Material 1	Hazardous Material 2
Hazardous Material 3	

One (1) point for successful completion of other job related courses or classes that are approved by the Fire Chief [maximum one (1) point].

One (1) point for completion of the Michigan Firefighter's Training Council 66 hour Basic Firemanship Training Course.

Two (2) points for successful completion of the Michigan Firefighter's Training Council 240 Advanced Firemanship Training Council.

Total Possible Points: 10

4. Oral Interview. The applicant shall be interviewed by the Fire Chief and the three (3) Assistant Fire Chiefs. All applicants shall be asked the same questions and shall be graded by their demeanor, their appearance, the completeness of their answer and their ability to communicate. Each assistant fire chief shall grade the applicant on a scale of one (1) to ten (10). The Fire Chief shall grade the applicant on a scale of one (1) to twenty (20). The grades of the Fire Chief and three (3) assistants shall be combined for The applicant's final score. If only two (2) Assistant Fire Chiefs are available for the oral interview, the Fire Chief shall grade the applicant on a scale of one (1) to thirty (30).

Total Possible Points: 50

TOTAL POSSIBLE POINTS: 100

The applicant with the highest overall point score shall be awarded the promotion.

SECTION 5. Part-time Employees and Activities.

The City shall have the right to subcontract bargaining unit services when an unforeseen emergency places demands upon the City which exceed the manpower capabilities of the Department of Fire Services. An extensive layoff or termination of fire fighting services by the City of Sturgis shall be the subject of negotiation between the City and the Association.

The City shall have the right to use temporary or regular part-time employees of either a paid or volunteer nature. However, no part-time employees shall be used when full-time employees have been laid off because of lack of work or funds nor shall temporary or part-time employees be utilized by the City for the avoidance of overtime payment for full-time employees of the Department of Fire Services.

ARTICLE 14

HOLIDAY LEAVE

SECTION 1. Recognized Holidays.

All full-time employees including probationary employees will be paid for nine (9) holidays. The following days shall be paid holidays whether worked or not worked and payment therefor shall be made in the next pay period.

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Good Friday
Christmas Day
Christmas Eve Day

Holiday pay shall be based upon eight (8) times the applicable overtime rate as provided for in Article 10, Section 2 of this Agreement. However, holiday pay for the Fire Marshall shall be based upon eight (8) times his/her regular hourly rate of pay.

SECTION 2. Personal Leave Days.

A personal leave day as agreed to by the Employer and his immediate supervisor shall be taken by all full-time fire fighters. The personal leave days shall usually be taken during the month of the employee's birthday. Part-time employees are not eligible for paid holidays.

ARTICLE 15

VACATION LEAVE

SECTION 1. Vacation Schedules.

Eligible employees shall receive vacation leave based on the following schedules:

Upon employment: Six (6) duty hours per month (three [3] work days)

After one (1) year: Twelve (12) duty hours per month (six [6] work days)

After nine (9) years: Eighteen (18) duty hours per month (nine [9] work days)

After fourteen (14) years: Twenty-four (24) duty hours per month (twelve [12] work days)

After nineteen (19) years: Thirty (30) hours per month (fifteen [15] work days)

However, the Fire Marshall shall earn vacation with pay according to the following schedule:

Upon employment but less than 7 years 5/6's day per month

After 7 years, but less than 14 years continuous employment 5/4's day per month

After 14 years, but less than 19 years continuous employment 5/3's day per month

After 19 years continuous employment 25/12's day per month

Part-time employees may earn vacation days on a pro-rata basis according to the average number of hours worked per week. Part-time employees on the full-time payroll of another City department shall not earn vacation time.

SECTION 2. Vacation Accumulation and Payment.

The total vacation earned by an employee upon his anniversary date shall not exceed 432 duty hours except upon approval of the appointing authority.

If any employee leaves the service of the City before completing twelve (12) months of work, he will receive no vacation pay. An employee who has served at least one (1) year shall be paid for any unused vacation up to a maximum of 432 duty hours when leaving the duty of the City.

Vacation time is not earned during any period of absence from duty without pay in excess of one (1) week.

SECTION 3. Vacation Scheduling.

The period of time at which an employee shall take his or her vacation is determined by the Fire Chief with due regard to the wishes of the employees and the needs of the City. Sufficient advance notice shall be given to the Fire Chief to allow the City to prepare the proper vacation schedule.

SECTION 4. Vacation Payout.

An employee who has used at least six (6) vacation days in any year shall have the option of trading vacation days back to the City at the employee's current hourly rate of pay. Any days traded back to the City for payment in accordance with this provision shall be subtracted from the employee's accumulation.

ARTICLE 16

SICK LEAVE

SECTION 1. Sick Leave - Unpaid.

An employee may apply to the Fire Chief for a leave of absence without pay upon a showing of prolonged illness. If permission is granted by the Fire Chief for an indefinite unpaid sick leave, any benefits earned at the time of granting the unpaid sick leave will be credited to the employee upon his or her return to active employment. However, no benefit shall accrue to the employee during his or her unpaid sick leave. No unpaid sick leave shall be granted in excess of sixty (60) days unless under extraordinary circumstances.

SECTION 2. Paid Sick Leave.

All full-time employees with seniority shall be eligible for paid sick leave in accordance with the schedule below. Upon completion of the probationary period, an employee shall be entitled to sick leave credit commencing from his or her date of hire.

Upon employment four and two-thirds (4-2/3) duty hours per month.

After one (1) year of continuous employment ten and one-third (10-1/3) duty hours per month.

After fourteen (14) years of continuous employment sixteen (16) duty hours per month.

However, the Fire Marshall shall accumulate sick leave according to the following schedule:

<u>Required Service</u>	<u>Day's Leave</u>
Upon completion of one (1) month's service	5/12's day per month
After one (1) year's continuous employment	5/6's day per month
After fourteen (14) years continuous employment	5/4's day per month

All regular part-time employees with seniority shall be eligible for paid sick leave in accordance with the schedule for full-time employees, except that the paid sick leave benefits shall be on a pro-rata basis. Sick leave benefits are not earned by part-time employees on a full-time payroll of another City of Sturgis Department.

Accumulated sick leave shall be paid for each day of sickness at the employee's rate of pay for twenty-four (24) hours tour of duty. The City reserves the right to withhold sick pay for each day an employee fails to notify his or her appropriate department head or supervisor of their inability to report to work prior to their scheduled shift, unless said employee is physically unable to report. Further, the City reserves the right to require proof of illness when an employee is sick a day prior to a holiday, weekend or when an employee is sick for two (2) consecutive duty days.

Sick leave shall be accumulative without limit.

Paid sick leave shall be allowed only in the case of necessary and actual sickness or disability of the employee, employee's spouse or child living in the home of the employee. Said employee shall be charged for a paid sick day only for absences on days when the employee would otherwise have worked and would have otherwise received pay.

Seniority, hospitalization insurance and vacation eligibility shall continue to accumulate during a paid sick leave.

However, no other benefits shall accumulate or accrue during a paid sick leave.

In injury or sickness cases eligible for workmen's compensation, the employee will be charged sick leave only for the percentage of compensation paid by the City subsequent to the Twenty-six (26) week period as described in the following Article 16, Section 3. In work related injury or sickness cases, resulting in an absence of work for less than Seven (7) days, the employee will not be charged sick leave or vacation and shall be compensated at his or her normal rate by the City. Upon retirement at age fifty-five (55) or over, or upon qualifying for deferred retirement with twenty-five (25) years or more service and separation from service with the City, an employee shall receive pay at his regular rate of pay, for one-half (1/2) of his accumulated unused sick leave not to exceed thirteen (13) weeks of pay.

Accumulated sick leave cannot be used to prolong a time of employment at retirement.

Sick leave shall not be allowed for any period for which an employee is performing work for pay or profit or for an injury obtained in the course of employment for pay of an employer other than the City of Sturgis.

SECTION 3. Work Related Absences.

The City shall, for a period not to exceed twenty-six (26) weeks, supplement without regard to sick leave or vacation, worker's compensation benefits for employees injured on the job or job related injury, by the difference between worker's compensation benefits and the normal weekly earnings, excluding overtime.

In the event an employee receives sick leave compensation from the City and subsequently such employee is awarded workmen's compensation for the same period of time, the employee shall reimburse the City in an amount equal to such workers' compensation benefits.

An employee who is receiving worker's compensation and who exceeds the twenty-six (26) weeks, may, at the option of the employee, (1) retain the worker's compensation payment and receive no pay from the City; or (2) where sick leave or vacation is available, receive the normal rate of pay from the City and deposit with the City Treasurer his or her workmen's compensation payment. Under Option (2), an employee shall be charged sick leave or vacation only for the percentage of pay extended by the City during the employee's work related absences.

SECTION 4. Funeral Leave.

In cases of death in an employee's immediate family defined as parents, step-parents, spouse, children, brother or sister, father-in-law or mother-in-law, the employee shall receive a maximum of three (3) consecutive calendar days off, immediately following the date of death, without loss of pay. In the cases of death of a grandfather, grandmother, brother-in-law, sister-in-law, uncle or aunt of the employee, the day of the funeral may be taken off without loss of pay. Additional time off for funeral leave may be granted by the Fire Chief due to exceptional circumstances. Additional time off is to be deducted from the employee's accumulated paid sick leave.

SECTION 5. Family and Medical Leave Act.

Notwithstanding the provisions of this Article 16, an employee is entitled to the benefits provided under the Family and Medical Leave Act of 1993. An employee shall be required to utilize accrued sick leave and may, at his or her option, utilize accrued vacation or personal leave, as a credit against any family and medical leave requested. For scheduling purposes, use of vacation, personal or sick leave during a family medical leave will be considered the same as sick leave and the City will schedule a replacement.

ARTICLE 17

MILITARY LEAVE

SECTION 1. Military Leave.

An employee inducted into the armed services of the United States under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a leave of absence without pay for a period of service required by such original induction.

The term of original induction shall be included in the computation of service for longevity benefits if the employee meets the employment reinstatement requirements. Upon honorable discharge, and if physically fit to perform the duties of the position held upon entering military service, the employee shall be reinstated to his former position or one comparable to it, provided he makes a formal application for reinstatement within ninety (90) days after the date of military service discharge, and provided that the City circumstances have not changed so as to make it impossible or unreasonable to do so. In case of reenlistment this section does not apply.

Regular full-time employees who are members with active status of an armed services reserve unit shall, at their request, be granted a leave of absence for such time as is required to engage

in an annual reserve training program. Request for military reserve leave of absence must be accompanied by a written order from the Commander of the Armed Services Reserve Unit involved, indicating report and return date for training period. Vacation and sick leave benefits shall continue to accrue during such leave of absence.

ARTICLE 18

UNPAID LEAVES OF ABSENCE

Upon application by the employee to the department head, unpaid leaves of absence shall be granted in the case of illness or other justifiable reasons. Leaves shall be granted not to exceed twelve (12) months. All requests for unpaid leaves of absence shall be answered by the City within one (1) week from the date of the request.

ARTICLE 19

EDUCATIONAL LEAVES AND TRAINING SEMINARS

SECTION 1. Educational Leaves.

An employee may obtain an unpaid educational leave of absence for up to one (1) year or elect, on his own time, to undertake advanced training or education from a recognized institution, for "professionally related" education and training. In such case, the tuition costs and books incurred in such educational program shall be paid by the City, if all of the following conditions are met:

- A. The Fire Chief must certify that the training or course work will relate directly to the employee's occupation and enhance the employee's ability to perform his/her current job and prepare him for promotion within the Department.
- B. The employee will give evidence, in writing, of successfully completing the training course or educational materials. "Successfully completing" shall be defined as obtaining a "pass" in a pass/fail course or a "C" (2.00) or better in a graded course.
- C. The Employee shall give evidence in writing of the cost of tuition and books for the training courses or educational materials.
- D. The City shall, upon proof of cost, pay for one-half (1/2) of the tuition costs and books incurred

in such educational program. Upon completion of the educational program by the employee, and upon satisfying (B) and (C) above, the City shall reimburse to the employee the other half of the tuition costs and books incurred in such educational program. If the Employee shall fail to successfully complete the course he shall reimburse the City for all costs previously paid.

- E. The request for training or education estimated to cost more than Five Hundred (\$500.00) Dollars per year is made on or before March 1st of the year in which and at least three (3) months before the training or education is scheduled to take place when it can reasonably be determined.

Tuition costs and books paid by the City will be excused at the rate of one/thirty-sixth (1/36) cost for each month that the Employee remains employed with the City following reimbursement of tuition costs and books incurred by the City under this section. Following thirty-six (36) months of City employment following reimbursement of tuition costs and books incurred by the City, the Employee will be excused from any reimbursement liability. Additionally, in the event that the employee retires from the City, within the thirty-six (36) months following tuition costs and books incurred and paid for by the City, the employee will be excused from any reimbursement liability.

SECTION 2. Training Seminars.

An Employee shall be allowed to attend at least one (1) training school of his choice each year which is job related. the school shall be of no further distance from the City of Sturgis than three hundred (300) miles and shall not exceed five (5) consecutive days' duration. The City shall pay reasonable costs and expenses to attend the school. The City shall not be obligated to pay any Employee more than the wages that they would have earned during the period of the training school. The cost of the seminar, transportation to and from the seminar as provided in the following section, and the cost of any materials required for the seminar shall be paid in advance pursuant to City estimated expense voucher procedures.

The employee will submit proof of participation in the training seminar/school to the Fire Chief together with proof of all actual expenses incurred in attending the seminar/school at which time a final accounting shall be made between the City and the employee for payment of those fees and expenses.

SECTION 3. Transportation.

Employees shall be reimbursed transportation cost to and from seminars that he or she may attend at the prevailing City mileage rate provided:

- A. The Employee is the only one who drives and uses his own vehicle; and
- B. If more than one Employee attends the seminar, the Employees shall "car pool"; and
- C. There is a maximum of One Hundred Fifty (\$150.00) Dollars per year for any one (1) Employee, except that mileage to and from any schooling required by the City and/or maintain certification, licenses, etc., shall not be counted towards the One Hundred Fifty (\$150.00) Dollar per year maximum; and
- D. The course must be presented within three hundred (300) miles of Sturgis, Michigan, with unlimited mileage to a seminar outside of the three hundred (300) mile radius with the approval of the Fire Chief.

ARTICLE 20

PENSION

SECTION 1. Eligibility.

All regular full-time members of the Sturgis Fire Department shall be members of the Sturgis Retirement System, unless an employee's duties normally require less than one thousand (1000) hours per year. All temporary employees shall not be members of the Sturgis Retirement System.

SECTION 2. Voluntary Retirement.

All fire department employees may voluntarily retire at age fifty-five (55) provided the employee has ten (10) or more years of service.

All fire department personnel may work until age seventy (70), provided they have the then physical and mental ability to perform the job to which they are assigned.

All pension rights and benefits due an employee shall vest after ten (10) years continuous service with the City of Sturgis.

If the service of a fire department employee shall be terminated for any reason, except retirement, all contributions to the retirement system shall be refunded plus interest. However, if a fire department employee shall be rehired by the City within a four (4) year period, all contributions withdrawn, plus interest from the date of withdrawal, must be repaid to the retirement system and his prior service shall be restored to his or her proper credit. The City shall pay sufficient funds into the retirement system in order to pay the annual cost of maintaining the retirement system for the employees of the fire department. The pension factor for active bargaining unit employees shall be 2.2. Effective as of October 1, 1996 the pension factor for active bargaining unit employees shall be 2.3; effective as October 1, 1997 the pension factor for active bargaining unit employees shall be 2.4; and effective as of October 1, 1998 the pension factor for active bargaining unit employees shall be 2.5. The additional cost of increasing the factor from 2.2, as set forth above, as determined annually by the then existing actuary for the City shall be paid equally by the City and each employee. The employee portion of the increased cost will be deducted from the wages of each employee and remitted to the City of Sturgis Pension Plan. The final annual compensation for pension benefits shall be calculated based upon the average of wages earned for the last three (3) years of employment.

Upon retirement all fire department employees who have attained voluntary retirement and age, and who have ten (10) or more years of credited service or have attained normal retirement age, and have five (5) years or more credited service, shall receive an annual retirement percentage pursuant to the rules of the retirement system.

ARTICLE 21

LONGEVITY PAY

SECTION 1. Longevity Pay.

All full-time bargaining unit employees in the active service with the City of Sturgis as of December 1, of any calendar year shall be entitled to a longevity bonus. The amount of longevity bonus shall be based upon full-time continuous service as follows:

After five (5) years service	\$100.00
After ten (10) years service	\$200.00
After fifteen (15) years service	\$300.00
After twenty (20) years service	\$400.00

After twenty-five (25) years
service

\$500.00

ARTICLE 22

FOOD ALLOWANCE

All full-time employees, except the Fire Marshall, working a twenty-four (24) hour tour of duty shall receive a food allowance of Eight Hundred and 00/100 (\$800.00) Dollars per year per employee. Effective October 1, 1996, all full-time employees working a twenty-four (24) hour tour of duty shall receive a food allowance of Eight Hundred Twenty-five and 00/100 (\$825.00) Dollars per year per employee. Effective October 1, 1998, all full-time employees working a twenty-four (24) hour tour of duty shall receive a food allowance of Eight Hundred Fifty and 00/100 (\$850.00) Dollars per year per employee. The allowance herein provided shall be paid twice each month by means of one check for the entire fire department. The allowance shall be paid by making twenty (20) payments of 1/26th the annual allotment and four (4) payments of 1.5/26ths of the annual allotment. The four (4) larger payments shall be paid in those months in which there are five (5) weeks.

ARTICLE 23

UNIFORMS

SECTION 1. Protective Equipment.

The City to provide all fire fighting protective equipment for each fireman employed by the Department of Fire Services.

SECTION 2. Uniforms.

The City shall buy and maintain all uniforms required to be worn by fire department employees, except under clothing, socks and shoes.

ARTICLE 24

INSURANCE

SECTION 1. Life Insurance.

The City shall provide all regular full-time employees of the bargaining unit with term life insurance in the amount of Fifteen

Thousand and 00/100 (\$15,000.00) Dollars, commencing thirty-one (31) days after the date of first employment. All insurance coverage pursuant to this provision shall cease when the employee shall attain the age of sixty-five (65) years.

SECTION 2. Health Insurance.

All regular full-time employees of the fire department are eligible for group hospitalization, medical, surgical and dental insurance coverage with an insurer of the City's choice.

The City shall pay the employee's total premium for a dependent's group hospitalization, medical, dental and surgical coverage, provided the employee elects such coverage.

A Union member shall serve on an Employee Health Committee to review health coverage and benefits with an outside consultant. Provided all members of the Committee approve a new plan, the plan will be adopted.

SECTION 3. RETIREMENT.

The City shall pay forty (40%) percent of the hospitalization insurance premium for the retiree and spouse for those years when the age of the retiree is between fifty-five (55) and sixty-five (65) years, inclusively. In the event the retiree dies after retirement between the ages of fifty-five (55) and sixty-five (65) years, inclusively, the spouse, if any, will continue to have the said forty (40%) percent of the hospitalization insurance premium paid by the CITY until such time as the retiree would have reached the age of sixty-five (65) years.

All employees who retire on or after January 1, 1990 who are not eligible for medicare shall pay a sum equal to thirty (30%) percent of the health insurance premium for themselves, or their spouse, or both. Bargaining unit employees who, as of January 1, 1990 were retired and who are not eligible for medicare, shall pay the same amount that they were paying as of said date for health insurance premiums, until such time as they become eligible for medicare benefits.

Retirees who receive medicare shall contribute Twenty and 00/100 (\$20.00) Dollars per month, and an additional Twenty and 00/100 (\$20.00) Dollars per month for the retiree's spouse, if any, for health insurance premiums. In the event the retiree dies after retirement, the retiree's spouse, if any, will be entitled to continue coverage, provided the spouse pays the employee portion of the monthly health insurance premium. The City shall pay the remaining portion of the monthly health insurance premium for retirees and/or the retiree's spouse. Payment of the remaining portion of insurance premiums for health benefits coverage for a retiree's spouse shall not be made after the retiree's death, unless the retiree designated a retirement allowance for the spouse

and the spouse was covered or eligible for coverage as a health insurance dependent of the retiree on the retiree's date of death.

The word "spouse" as used herein shall mean that person to whom the retiree is married at the time of retirement. The parties agree that the hospitalization insurance premium of retirees provides the benefit improvement of student dependent coverage to age 23.

ARTICLE 25

MAINTENANCE OF STANDARDS

The City agrees that all conditions of employment relating to wages, hours of work and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement. If the Association believes any benefit in existence prior to the signing of this Agreement has not been maintained subsequent to its execution, the Association shall give the City written notice thereof and the City shall have ten (10) days within which to respond thereto in writing. If the matter is not amicably resolved, the issue shall be framed by the Association as a grievance and taken immediately to the Third (3rd) Step of the Grievance Procedure.

ARTICLE 26

MISCELLANEOUS

SECTION 1. Captions.

The captions used under each Article in this Agreement and each paragraph thereunder are for identification purposes only and are not a substantive part of this Agreement.

SECTION 2. Separability and Effect of Legislation.

If any law not existing or hereinafter enacted, or any proclamation, regulation, or legislation of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other party may re-open for negotiations the invalidated portion, and if an agreement hereon cannot be reached within ninety (90) days either party may submit the matter to the appropriate statutory arbitration provisions.

SECTION 3. Transfer to a Non-bargaining Unit Position.

An employee who is transferred to a non-bargaining unit position within the City shall retain his/her accumulated seniority as defined in Section 1 of Article 8 of the Labor Agreement. However, such employee shall not accumulate any additional bargaining unit seniority during the time the employee holds the non-bargaining unit position. In the event that such employee is

returned to the bargaining unit, the employee's seniority shall recommence, based upon that employee's seniority which was accumulated as an active bargaining unit member. This is intended to affect only the layoff provisions of the Labor Agreement.

SECTION 4. Discipline and Discharge.

The City shall have the right to discipline an employee for just cause. An employee shall have a right to have a representative of the Association present, if she/he so requests, during any conference that the employee reasonably believes will result in a disciplinary action against her/him. Employees shall have recourse to the grievance procedure as to any discipline undertaken by Management. A copy of all disciplinary action shall be given to the Association within two (2) work days of the disciplinary action.

SECTION 5. Contagious Diseases.

The City will provide Hepatitis B vaccinations, including blood screening, to all employees who provide a signed request to have the immunization. The City will provide the immunization and screening at no cost to the employee.

Additionally, a Tuberculin skin test shall be administered every three (3) years at a place and time as arranged by the City and at no expense to bargaining unit members who have worked for two (2) or more years. Bargaining unit members shall have the option of securing the test or x-ray elsewhere at their own expense. All bargaining unit members not able to take the skin test or those with positive tuberculin skin tests shall have x-rays immediately at a place and time designated by the City and at the City's expense.

SECTION 6. Humanitarian Clause.

Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he/she cannot perform his/her regular job, the Employer will make reasonable accommodations to place the employee in a position where he/she is physically and mentally able to perform.

SECTION 7. Physical Fitness Assessment Program.

Firefighting has been characterized as a job which can either be sedentary, or one which demands exceptional effort at a moment's notice. For both of these reasons, it is important that each Firefighter be in good physical condition to optimize performance in their job. The City actively supports the institution of a fitness program in the Sturgis Fire Department and is committed to lend the necessary support to ensure that its Firefighters maintain above average levels of health, physical fitness and wellness.

Program Purpose. Physical fitness is vitally important to each member of the Sturgis Fire Department. Beyond the ordinary influences that tug at an individual's health status, there will always be the endless potential where someone's life will depend on the strength, endurance, and agility of a responding Firefighter. Above average health and physical fitness is an essential maintenance component that each Firefighter of the department should strive to achieve. The Physical Fitness Assessment Program has been established to enhance individual health and physical fitness awareness throughout the ranks of the Sturgis Fire Department. The chief components of physical fitness are:

1. Cardiorespiratory Endurance
2. Muscular Strength
3. Muscular Endurance
4. Flexibility
5. Body Composition

Other components often mentioned are agility, balance, reaction time, coordination, power, and speed. However, these are more commonly classified as motor fitness skills.

Program Goals:

- A. Two general goals provide direction to the Physical Fitness Assessment Program.
 1. Provide the means for a Firefighter of the department to enhance his/her health and physical fitness status.
 2. Provide support for maintaining a lifetime of above average level of fitness.

Program Objectives:

- A. To achieve the aforementioned goals, the following program objectives have been developed:
 1. To increase an awareness and importance of having a lifestyle that yields long-term health and physical fitness.
 2. To decrease lifestyle risk factors that lead to cardiovascular disease, hypertension, musculoskeletal problems, pulmonary disease, cancer, obesity, diabetes, anxiety, depression, and other potential disabilities.
 3. To increase the readiness of all Firefighters of the department to effectively and safely perform all public protection and Firefighter duties.

4. To decrease liability of the Firefighters and the city for incidents resulting from unpreparedness of the employee to perform his/her assigned duties.
5. To increase the functional fitness levels of employees through a program of evaluation, education, and exercise/nutritional prescriptions.
6. To increase Firefighter productivity.
7. To increase the morale and self-concept of the firefighters.
8. To decrease employee disabilities due to accidents and disease.

Program Administrator: The City agrees to provide, at its cost, and at its discretion, a qualified program administrator who shall develop an individually prescribed exercise and dietetic routine for each Firefighter and reasonable equipment and facilities at the fire station for use by the Firefighters. The Program Administrator shall maintain the confidentiality of the records of the Firefighters.

Participant Duty Status:

A. On-Duty Participation:

1. Firefighters will participate in the program while on duty.

B. Off-duty Participation:

1. Firefighters may, but are not required to, participate in the program while off-duty. Any such off-duty participation will be in the sole discretion of the Firefighter and the City will not be required to compensate the Firefighter for such participation.

Mandatory Participation:

Participation in the Physical Fitness Assessment Program is mandatory. The Program Administrator will, after evaluating each Firefighter, determine the program best suited for that individual Firefighter with the ultimate objective that the chief components of physical fitness are being addressed and progress is being made. The Fire Chief may, during the program, call for a special conference to address any concerns which he/she may have concerning an individual Firefighter, the unit itself, or participation levels, as the program commences and the Firefighters participate. Counsel for the Association will be invited to participate by the

Fire Chief.

Testing to Determine Effectiveness of the Program: One (1) year after the Physical Fitness Assessment Program has commenced and each year thereafter, the Fire Chief may, utilizing the entry-level Firefighter Selection Physical Performance Test authored by the Michigan Municipal League and a pulmonary function test demonstrating compliance with MIOSHA Occupational Safety Standards for individuals utilizing respirators developed and administered by a local physician or health care organization selected in the discretion of the City, have each Firefighter submit to the tests to determine the program's effectiveness. Since the purpose of the Physical Fitness Assessment Program is to address the overall Firefighter wellness, no pass/fail will be affixed to the test results but overall suggestions for improvement, if improvement is needed, will be discussed between the individual Firefighter and the Plan Administrator.

SECTION 8. Controlled Substance Testing. The parties recognize that controlled substance abuse by an employee often contributes to less than satisfactory attendance and job performance, and may needlessly endanger the safety and well being of other Firefighters and members of the general public. The City may require a Firefighter to submit to urinalysis drug screening:

- A. When a Firefighter is involved in a vehicular accident which results in death or injury, or damage to property, and there are specific facts and reasonable inferences drawn from those facts to establish reasonable suspicion that the Firefighter was under the influence of any controlled substance at the time of his/her involvement.
- B. When a command officer has reasonable suspicion predicated upon specific facts and reasonable inferences drawn from those facts that a Firefighter is under the influence of, using, selling, dispensing, or in possession of, any controlled substance unlawfully; or
- C. Prior to, and preceding assignment from, any position in which an employee, due to the nature of his/her work assignment, routinely works with or has continuous access to any controlled substance(s).

If an employee alleges that an order requiring his/her submission to urinalysis is in violation of this Agreement, he/she shall comply with that order and may subsequently file a grievance pursuant to the provisions of this Agreement.

Refusal to comply with an order to submit to urinalysis drug screening given pursuant to the provisions of this section may constitute a basis for disciplinary action, up to and including

discharge.

Drug Testing Procedures:

1. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug-testing shall be adhered to by any personnel administering drug tests.
2. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
3. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs that may result in a false positive test result.
4. The bathroom facility of the testing areas shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
 - b. The employee to be tested shall disrobe before entering the bathroom facility, and be provided a light robe.
 - c. Testing personnel of the same sex as the employee shall observe production of the urine sample.
5. Where the employee appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug-test.
6. Employees shall have the right to request that their urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing

personnel. One sample shall be submitted for immediate drug-testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or the chain of custody be broken.

7. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representatives.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.

Drug-Testing Methodology:

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test, and
 - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be at a different testing facility and shall be more sensitive than the initial screening test if available.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.

5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

<i>Initial Test:</i>	<i>Level ng/ml</i>
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolites	300*
Phencyclidine	25
Amphetamines	1000

*25 ng/ml if immunoassay specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive using a technologically different initial screening method:

<i>Confirmatory Test</i>	<i>Level ng/ml</i>
Marijuana metabolite	15(1)
Cocaine metabolite	150(2)
Opiates:	
Morphine	*300
Codeine	*300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid	
(2) Benzoylecgonine	

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.
8. Any employee who breaches the confidentiality of testing information shall be subject to discipline.

Chain of Evidence-Storage:

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period.

Drug-Test Results:

1. All records pertaining to department drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

If an employee fails to pass the confirmation drug test, he/she will be allowed to participate in a substance rehabilitation program at the cost of the City. In the event an employee fails to properly conclude participation in such a program, or in the event he/she tests positively for a controlled substance at any time after the initiation of the substance control program, the employee may be terminated.

An employee found unfit as a result of this provision may apply for and receive applicable benefits as provided for under this labor agreement.

SECTION 9. Work Environment.

Any fire department building and/or vehicle shall be considered a smoke-free area.

**ARTICLE 27
ZIPPER CLAUSE**

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 understanding and agreements arrived at by the parties after the exercise of their right and opportunity are set forth in this Agreement. Therefore, the City and the Association, 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

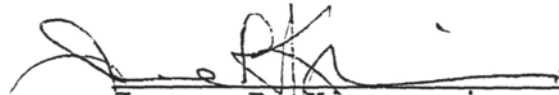
ARTICLE 28

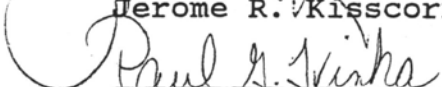
DURATION

This Agreement shall continue in full force and effect from October 1, 1995 to September 30, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to terminate, change or modify this Agreement is served by either party hereto at least sixty (60) days prior to the annual expiration date.

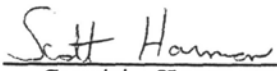
CITY OF STURGIS

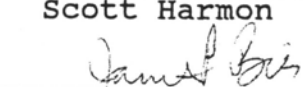
STURGIS FIRE FIGHTERS
ASSOCIATION

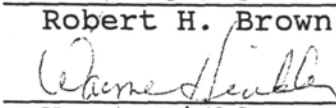


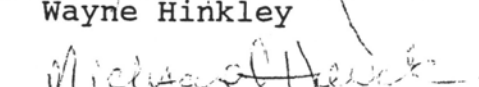
Jerome R. Kisscorni


Paul G. Trinkka



Scott Harmon


Robert H. Brown


Wayne Hinkley


Michael Houck

SCHEDULE "A"

Effective First Pay Period Afer October 1, 1995 (3.75/3%)

	Hourly Rate	Overtime Rate	Annual Wage
Recruit	\$ 7.63	\$11.45	\$25,392.64
After 6 months	8.10	12.15	26,956.80
After 12 months	8.65	12.98	28,787.20
After 24 months	9.28	13.92	30,883.84
Capt./Mech.	9.68	14.52	32,215.04
Assist. Chief	10.22	15.33	34,012.16
Fire Marshall*	16.35	24.53	34,008.00

Effective First Pay Period After October 1, 1996 (4/3.25%)

	Hourly Rate	Overtime Rate	Annual Wage
Recruit	\$ 7.94	\$11.91	\$26,424.32
After 6 months	8.42	12.63	28,021.76
After 12 months	9.00	13.50	29,952.00
After 24 months	9.65	14.48	32,115.20
Capt./Mech.	9.99	14.99	33,246.72
Assist. Chief	10.55	15.83	35,110.40
Fire Marshall*	16.88	25.32	35,110.40

Effective First Pay Period After October 1, 1997 (4/3.25%)

	Hourly Rate	Overtime Rate	Annual Wage
Recruit	\$ 8.26	\$12.39	\$27,489.28
After 6 months	8.76	13.14	29,153.28
After 12 months	9.36	14.04	31,150.08
After 24 months	10.04	15.06	33,413.12
Capt./Mech.	10.31	15.47	34,311.68
Assist. Chief	10.89	16.34	36,241.92
Fire Marshall*	17.43	26.15	36,254.40

Effective First Pay Period After October 1, 1998 (3.75/3.25%)

	Hourly Rate	Overtime Rate	Annual Wage
Recruit	\$ 8.57	\$12.86	\$28,520.96
After 6 months	9.09	13.64	30,251.52
After 12 months	9.71	14.57	32,314.88
After 24 months	10.42	15.63	34,677.76
Capt./Mech.	10.65	15.98	35,443.20
Assist. Chief	11.24	16.86	37,406.72
Fire Marshall*	18.00	27.00	37,440.00

*40 hour work week. All other classifications average 2,912 hours per year; 2080 hours at straight time rate, and approximately 832 hours at the overtime rate. All pay is computed on the hourly rates.