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6/30/2004

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF TAYLOR

-and-

**TAYLOR FIRE FIGHTERS ASSOCIATION,
LOCAL 1252, IAFF, AFL-CIO**

July 1, 1999 to June 30, 2004

Taylor, City of

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into on May 18, 1999 effective July 1, 1999 between the City of Taylor, Michigan, hereinafter called the "City" and Local 1252 of the International Association of Fire Fighters, also known as Taylor Fire Fighters Union, Local 1252, IAFF, AFL-CIO, CLC, hereinafter called the "Union".

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

ARTICLE I - PURPOSE AND DEFINITIONS

Section 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.

Section 2 - Definitions:

"City" shall include the elected or appointed representatives of the City of Taylor, Michigan.

"Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE II - COVERAGE

Section 1 - Coverage:

This Agreement shall be applicable to all employees of the Fire Department of the City excluding the position of Fire Chief.

Section 2 - Other Agreements:

The City shall not enter into any Agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

Section 3 - Other Organizations:

Employees may belong to other organizations but not as a condition of employment with the City nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment, or in derogation of the exclusive bargaining agency of this Union.

Section 4 - Recognition:

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department excluding the position of Fire Chief.

ARTICLE III - UNION ACTIVITIES

Section 1 - General:

Employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment of their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Section 2 - Release Time:

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including, but not limited to, negotiations with the City, processing grievances, and administration and enforcement of this Agreement.

Section 3 - Bulletin Boards:

The Union shall be provided bulletin boards for the purpose of posting Union business. The Union will designate the employee responsible for maintaining these boards in an acceptable manner.

Section 4 - Meetings:

The Union may schedule meetings on Fire Department property upon notice to the City insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

Section 5 - Union Activities:

The President and respective representatives shall be allowed time off with pay to attend Union conventions, seminars, and 4th District Meetings subject to approval of the Mayor. Such approval shall not be unreasonably withheld.

ARTICLE IV - WAGES

Section 1 - General:

- A. Base wages will be increased by 0% effective July 1, 1999, 0% effective July 1, 2000, 0% effective July 1, 2001, 3% effective July 1, 2002 and 3% effective July 1, 2003.

The salary schedule attached hereto, Exhibit "A" shall be effective July 1, 1999 and shall remain in effect until June 30, 2004.

- B. The parties agree that there shall be no parity between the Fire Fighters unit and any other bargaining unit for wages and fringe benefits.

Section 2 - Longevity Pay:

In addition to the salary set forth in the salary schedule attached hereto as Exhibit "A", employees shall receive longevity pay as follows:

Effective July 1, 1993, longevity pay will be four dollars (\$4.00) per month to start at the end of the fifth

year of service, retroactive to the hiring date. Employees who have five (5) years seniority on or before November 30 of each calendar year shall receive longevity at above rate. It shall be paid yearly, the first pay period following December 1 of each year.

Section 3 - Overtime Pay:

- A. Overtime pay shall be paid for employees of the Fire Fighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week (50.4 hours in a scheduled work week). Such overtime shall be paid at the rate of time and one-half of the employees' prevailing hourly rate.
- B. Overtime pay shall be paid to all 40 hour employees for all work in excess of their regularly scheduled work day (10 hours), or work week (40 hours). Such overtime shall be paid at the rate of time and one-half of the employees' prevailing hourly rate.
- C. Fire Suppression, Fire Prevention and Training overtime will be allocated to the respective division personnel. All other overtime will be allocated as follows:

Employees having priority of right of overtime shall be given first priority whenever possible. Management will endeavor to allocate overtime opportunities equally. In the event an employee is bypassed, the sole remedy will be to provide him with the next opportunity for overtime.

In the event multiple overtime assignments are available, the next eligible employee shall have preference for overtime assignment.

Employees attending certified school, or Fire and Rescue related classes as a student on an overtime basis shall be charged for all hours over eight per week.

Auxiliary/FFTC approved courses and emergency call-in shall not be governed by the overtime list nor shall it be charged on the overtime list.

All overtime offered and declined by an employee will be charged to him. Any time an employee is charged for overtime in excess of 50 hours of the mean average for staff overtime or 50 hours of the mean average for line overtime, he will not be offered additional overtime until his hours charged drops below 50 hours in excess of the mean average. However, if an employee reaches the maximum of 50 hours over average on the staff list he may work additional overtime chargeable to the line list up to 50 hours over average.

If an employee falls more than 50 hours below the monthly mean average the employee shall be charged-up to 50 hours below the monthly mean average.

This Article IV-Section 3, shall be subject to renegotiation at the option of Local 1252 or the City and both parties agree to discuss solutions to remedy any dispute within six (6) months after City Council approval.

On a trial basis, for six (6) months, there shall be one departmental overtime list with no refusals. One hour worked will equal one hour charged.

- D. 50.4 hour employees called to work outside of their regular scheduled shift shall be paid for a minimum of four (4) hours at straight time rate to be paid the following pay period. 40 hour employees called back to work after they

have completed their work day or who are called back on a normal off day shall be paid for all such work at the rate of time and one-half with a minimum of pay equivalent to four (4) hours of straight time.

- E. An employee called in for an emergency situation or a working fire, regardless of assignment, shall be paid at a 40 hour rate.
- F. A fire fighter who works overtime in excess of eight (8) hours shall receive one three dollar (\$3.00) meal allowance for each day in which he works eight (8) or more hours of overtime.

Section 4 - Annual Equivalency Pay:

- A. Members of the Fire Fighting Division shall receive equivalency pay in an amount equal to one point five percent (1.5%) of the current Fire/Medic (60 month) base pay.
- B. A shift premium will apply to those 40 hour employees who work either afternoons (25¢ per hour) or midnights (35¢ per hour).
- C. Employees who receive five (5) full days pay in each two month period shall be eligible for equivalency pay.

Section 5 - Jury Duty:

In the event an employee is required to serve as a juror in any court or legal proceedings, he shall be considered as working his normal tour of duty without loss of pay, leave time, or vacation. The employee may, at his option, choose to work his regularly scheduled shift if possible and be paid his current straight time hourly rate. This provision shall not be applicable to an employee who serves as a juror on a non-scheduled work day.

Section 6 - Court Time:

Employees who are off duty and required to appear in court will be paid on the basis of actual time spent or a minimum of four (4) hours pay at their straight time hourly rate or four (4) hours compensatory time.

- A. In the event the employee must appear twice in one day for court, once in the a.m. and again in the p.m., s/he will be allowed an added four (4) hours for the second appearance, subject to the approval of the Chief of the Fire Department.
- B. An employee who is scheduled to work and who, during the course of his shift is required to appear in court and whose appearance extends beyond the end of his shift, shall be compensated at the rate of time and one-half for the actual hours worked beyond the end of the shift. Employees required to be in court within two (2) hours of their starting scheduled work duties, shall be compensated at the rate of time and one-half. Said employees shall not be eligible under the provisions which are applicable for court appearance for pay.
- C. Valid proof of appearance by signature of the Judge or his clerk, or court officer on the notice to appear, or the officer in charge, on forms provided, must be submitted to the Chief of the Fire Department in advance for payment as agreed.
- D. An employee who is required by the City to be out of the City overnight will be provided with funds for reasonable expenses for meals, lodging and transportation, and will suffer no diminution of pay. The employee shall substantiate the spending of these funds.

- E. Employees will be paid for court appearances and depositions related to their work responsibilities. They will not be compensated for court time or depositions resulting from employee or ex-employee lawsuits against the City. However, employees on duty when depositions are scheduled in lawsuits against the City will be allowed time off without charge and will return to duty when their deposition is completed.

Section 7 - Upgrade Pay:

It is agreed by the parties as follows: That the total amount of upgrade pay to be paid the first pay in December to the employees of the Fire Department below the rank of Chief shall be twenty seven thousand six hundred and ninety six dollars (\$27,696) . The amount of upgrade pay to be paid in each subsequent year shall be the amount of upgrade pay paid the previous year, plus a percentage increase equal to the percentage increase in salary or base wage for that contract year.

All employees on the payroll from December 1 of the previous year to December 1 of the year in which upgrade pay is paid shall receive an equal share of upgrade pay, regardless of the number of upgrades worked, for each full year or part of a year worked during that period prorated on a monthly basis. At retirement, proration will be based on the number of eligible employees on the payroll thirty (30) days prior to date of retirement.

Upgrade pay will be increased by the per-man figure for each additional man over thirty five (35) in the suppression division.

Section 8 - Bank Totals:

The total banked vacation and sick leave of each employee pursuant to Article VII, Section 1(A)(9), Article VII, Section 1(B)(6) and Article IX, Section 4, shall be reconciled and certified by the Treasurer's Office annually by the last day of February.

ARTICLE V - RESPONSIBILITY OF THE MUNICIPALITY

Section 1:

The Municipality, through the Mayor and the Fire Chief has the sole right to manage the Fire Department, including the right to maintain order and efficiency.

Section 2:

The Municipality has the sole right to hire, layoff, assign, transfer, and promote employees in accordance with Public Act 78 and/or the provisions of this Agreement; to discipline, including discharge for cause, according to Public Act 78.

Section 3:

- A. The Union recognizes other rights and responsibilities belonging solely to the Municipality prominent among which, but by no means exclusive, are the rights to determine the location and number of stations, the manner in which work is to be performed, the type of equipment they are to use, schedules to be worked, and assignment of their duties.
- B. The Union recognizes the right of the Municipality to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of the Municipality's Fire Department and to require compliance therewith by the employees. The Union reserves the right to question the reasonableness of the Municipality's rules or regulations through the grievance procedure.

Section 4:

It is understood and agreed that any of the powers and authority the Municipality had prior to the signing of this Agreement are retained by the Municipality, except those specifically abridged, deleted, or granted by this Agreement.

Section 5:

This Article or section shall not abridge any rights granted by law to the Union.

Section 6:

Nothing in this Article shall be construed in contravention of any other provision of this Agreement.

ARTICLE VI - HOLIDAYS

Section 1:

The following calendar days, or calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purpose of this Agreement:

- | | | | |
|----|--------------------|-----|------------------|
| 1. | New Year's Day | 7. | Independence Day |
| 2. | Lincoln's Birthday | 8. | Labor Day |
| 3. | President's Day | 9. | Veterans' Day |
| 4. | Good Friday | 10. | Thanksgiving Day |
| 5. | Easter Sunday | 11. | Christmas Eve |
| 6. | Memorial Day | 12. | Christmas Day |
| | | 13. | New Year's Eve |

Section 2 - Holiday Pay:

- A. A 50.4 hour employee who is not scheduled to work on a holiday shall receive twelve (12) hours of pay at his prevailing hourly rate for each of the foregoing holidays. A 50.4 hour employee who is scheduled to and does in fact work during a twenty-four hour period in which all or part of a holiday falls shall, in addition to his regular pay, received twelve (12) hours of holiday pay at his then prevailing regular hourly rate and in addition, shall receive one-half (½) hour of pay at his regular hourly rate for each hour he works which actually falls on the holiday. (See Exhibit "B").

Example 1:

- A. Holiday falls on fire fighter's regular work day.
- B. Wednesday, 7:00 a.m. through Thursday, 7:00 a.m. Wednesday is the holiday.
- C. Twelve (12) hours pay is received by all employees at straight time hourly rates.
- D. Seventeen (17) hours at time and one-half for those hours worked on Wednesday, from 7:00 a.m. through 12:00 p.m. totaling 25 ½ hours paid at straight time rates.
- E. Seven (7) hours paid at straight time rate for hours worked from 12:01 a.m. Thursday to 7:00 a.m. Thursday.

Example 2:

- A. Holiday falls on fire fighter's regular work day.
- B. Tuesday, 7:00 a.m. through Wednesday 7:00 a.m. Wednesday is the holiday.
- C. Twelve (12) hours pay is received by all employees at straight time hourly rates.
- D. Seventeen (17) hours at regular straight time rates for hours worked on Tuesday, from 7:00 a.m. to 12:00 p.m.
- E. Seven (7) hours at time and one-half rates for hours worked on Wednesday from 12:01 a.m. to 7:00 a.m. totaling 10 ½ hours at straight time rates.
- F. The total hours paid to employees in this example equals 39 ½ hours at straight time rates.

A 50.4 hour employee who is not scheduled to work on a holiday but who is either held over and required to work beyond his regular shift into the holiday or who is called in to work on the holiday shall receive the twelve (12) hours of pay at his prevailing hourly rate as holiday pay and, in addition, shall receive one (1) hour of pay at his regular hourly rate for each hour worked which actually falls within the holiday. (See Exhibit "B")

There shall be no pyramiding of holiday and/or overtime pay.

Section 3:

In order for a 40 hour employee to be eligible for holiday pay, he shall have worked the last scheduled day before or the next scheduled day after the holiday.

A 40 hour employee who is not scheduled to work on a holiday but is called in to work on a holiday and works, will be paid double time in addition to his holiday pay.

Forty (40) hour employees, if scheduled, will be allowed to work Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Labor Day and Veteran's Day at the discretion of the Fire Chief.

Section 4:

50.4 hour employees who are scheduled to work on a holiday and fail to work the holiday shall not receive holiday pay.

Section 5:

For the purpose of this Article, scheduled work days shall include vacation days, approved union business, on-the-job injuries, bereavement leaves, personal leave days, and trade days.

ARTICLE VII - VACATIONS

Section 1 - Eligibility and Amount:

Employees shall be eligible for annual vacations with pay on the following basis:

A. Fire Fighting Division

1. Each employee with less than one (1) year service shall not receive a vacation.
2. Vacations shall be determined on a calendar year basis except that new employees, upon completion of one year of employment shall receive earned vacation days on a prorated basis beginning from his first anniversary date through December 31st of the same year. Thereafter, new employees shall revert to the calendar year schedule.
3. Each employee with more than one (1) year, but less than five (5) years, shall receive three (3) summer and four (4) winter work days' vacation.
4. Each employee with five (5) or more years, but less than ten (10) years, shall receive six (6) summer and four (4) winter work days' vacation.
5. Each employee with ten (10) years service or more shall receive seven (7) summer and six (6) winter work days' vacation.
6. Each employee of the Fire Fighting Division shall receive one (1) additional vacation day for every two (2) years of service in excess of fifteen (15) years, i.e. the 16th year, 18th year, etc.
7. Illness certified by a doctor's certificate occurring during an employee's scheduled vacation period shall not be charged against vacation time, but shall be charged against sick leave time.
8. 50.4 Hour Employees: In order to be eligible for a vacation after the first year of employment, the employee must have worked or received earnings for 1,250 hours worked in the prior calendar year. Hours worked shall include approved union business, vacation days, holidays and compensable injury days.
9. 50.4 hour employees may accumulate up to a maximum of twenty (20) days of vacation plus the current year's entitlement. Vacation days including banks may be sold at the employee's request. Any vacation days in excess of the allowed banks which are not used or paid during the year will be automatically paid out each February for the prior year. At least two (2) 50.4 hour employees will be allowed on vacation per day.

Employees shall have the option of transferring unused vacation days, up to maximum of twenty (20) days, to a separate bank for use by the employee as vacation or sick leave. The value of a day when transferred to this bank shall be equal to the value of a day on the date of transfer. This bank shall not be included in final average compensation as computed for pension benefits.

B. Fire Prevention Division:

1. After one (1) year and through five (5) years service, fourteen (14) work days' vacation.
2. After five (5) years and through ten (10) years service, twenty-one (21) work days' vacation.
3. An employee with ten (10) years of service shall receive twenty-four (24) work days' vacation plus one (1) additional vacation day for every year of service in excess of fifteen (15) years.

4. 40 hour employees: In order to be eligible for a vacation after the first year of employment, the employee must have worked or received earnings for 1,000 hours worked in the prior calendar year. Hours worked shall include approved union business, vacation days, holidays, personal days, and compensable injury days.
5. Any 40 hour employee having five (5) years seniority or more shall be granted four (4), ten (10) hour personal leave days, to be used during the calendar year or forfeited. Request for such leave must be submitted in writing twenty-four (24) hours in advance of the day requested for approval from the Fire Chief. One of the conditions for granting such leave is that there must be no cost to the City for replacing a person on such leave.
6. 40 hour employees may accumulate up to a maximum of thirty eight (38) days of vacation plus the current years entitlement. Vacation days including banks may be sold at the employee's request. Any vacation days in excess of the allowed banks which are not used or paid during the year will be automatically paid out each February for the prior year.
7. Employees shall have the option of transferring unused vacation days, up to a maximum of thirty eight (38) days, to a separate bank for use by the employee as vacation or sick leave. The value of a day when transferred to this bank shall be equal to the dollar value of a day on the date of transfer. This bank shall not be included in final average compensation as computed for pension benefits.

Section 2 - Anniversary Date:

The anniversary date of service for the purpose of this Article shall be measured by reference to the calendar year January to January except that for new employees, the anniversary of their hiring date will be used to qualify for vacation benefits.

Section 3 - Time of Vacation:

- A. Summer vacations shall be taken between May 1st and October 31st.
- B. Winter vacations shall be taken between November 1st and April 30th.
- C. Winter vacation days may be used during the summer period or vice-versa if the time is available.

Section 4 - Designation of Vacation Period:

Employees shall be afforded a reasonable time to designate their preferred vacation period. Such selection to be made prior to the commencement of the summer or winter vacation periods set forth above. Selection shall be based on seniority.

Section 5 - Retirement:

Retiring 40 hour firemen who complete 1,000 hours of work and 50.4 hour firemen who complete 1,250 hours of work in the year of retirement will be eligible for full vacation. Employees working less than the above minimums will have their vacation pay prorated.

Vested terminees will be eligible for vacation on the same basis as above.

These payments will be included in final average compensation calculations for pension.

Section 6 - Pension Contributions

Pension contributions will not be deducted from cash in lieu of vacation which is not included in FAC.

ARTICLE VIII - SENIORITY

Section 1:

A. Seniority and its application, promotions, demotions and layoffs shall be subject to the provisions of Act 78 of Public Acts of 1935, as amended, except as hereinafter modified.

B. Promotions:

1. The promotional provisions of Act 78 are modified and subject to the following provisions:

a. Effective July 1, 1999, promotions will be based solely on seniority in rank once current promotional lists have been exhausted. The City reserves the right to return to Act 78 promotions as defined in the pre-1999 contract.

A 40 hour employee returning to suppression from a staff position shall do so at the same suppression rank as when said employee left.

b. In the event a vacancy occurs in the position of Deputy Chief, it may be filled within thirty (30) days pursuant to Section 1(B) above with the following modifications:

1. All employees with the rank of Lieutenant or higher regardless of division shall be eligible to test for promotion to the rank of Deputy Chief.

2. The City shall have the right to select from the top five (5) individuals after the testing and promotion procedures pursuant to this Article and Act 78 have been completed.

3. The position of Deputy Chief shall be within the bargaining unit, covered under the provisions of Act 78, except as modified above.

c. Promotions to the rank of Chief shall be made on the following basis:

1. The City shall have the sole right of selection to fill a vacancy in the rank of Fire Chief.

2. The City shall make the selection from those employees in the bargaining unit having at least nine (9) years of service and holding the rank of Lieutenant or higher.

C. New hires shall be subject to a one-year probationary period.

D. Division Transfer*

Seniority credit for promotions to any given rank in a division (50.4 hours per week or 40 hours per week) shall cease to accumulate and be frozen for any member of the Fire Department upon acceptance of a permanent transfer to another division.

Only seniority in a particular division shall be utilized for promotion within that division except for the entry level positions in the 40 hour division. For entry level positions in the 40 hour division, department seniority shall be utilized. Except for these modifications, Act 78 as outlined in the collective bargaining Agreement, shall be followed.

*By way of definition, officers with pay of Captain in Training and Maintenance and Fire Inspectors with pay of Captain.

Section 2 - Procedure for Picking Shift and Station Assignment:

- A. 50.4 hour Battalion Chiefs shall pick a shift and be permanently assigned to Station #1.
- B. Each Captain shall pick a shift and out station assignment by seniority in rank.
- C. Lieutenants shall pick a shift and station assignment by seniority in rank.
- D. Sergeants/Drivers shall pick a shift and station assignment by seniority in rank.
- E. Fire Medic I's shall pick a shift and station assignment by seniority in rank.
- F. Fire fighters with three years of service shall pick shift and station by seniority in rank. All fire fighters below three years' service will be placed on shift and station by department. Fire Fighters with three (3) years of service shall pick assignments prior to placement of those below three (3) years of service. Fire Fighters will less than three years seniority will be rotated every four (4) months.

Once a year the shifts and station assignments shall be reopened for bid, using the same procedures for reassignment. Any hour adjustment shall be absorbed by the employee requesting the assignment.

Any other transfers during the year will be on approval of the Fire Chief.

Section 3 - Lateral Assignments

The following will apply to all lateral transfers to staff positions:

Staff assignments will be posted to allow interested persons to apply.

Interviews will be scheduled for all applicants with the Fire chief and the available chief officers during normal business hours. The members of this board will rank the applicants based on the following criteria:

Applicant's previous history of training

Applicant's skills, abilities and willingness to perform the required duties

Staff assignments may be filled by the Fire Chief from any of the top three eligible applicants provided funding is available to fill the vacancy in the fire suppression division.

The applicant chosen by the Fire Chief to fill these assignments may remain on this assignment provided funding is available, or until the assignment is no longer deemed necessary.

If the applicant chosen decides not to remain on this assignment or is determined not to be suited for the assignment by the Fire Chief prior to 89 days, said applicant will return to the previous position and bid location and the next applicant may then be chosen to fill the assignment.

Once an applicant has exceeded 90 days in the staff assignment, said applicant must wait until the next shift bid before requesting return to a suppression bid station. The Fire Chief may at any time return the applicant to suppression prior to the next shift bid.

After the assignment has been filled for over 90 days, any rank vacancy in the fire suppression division will be filled according to Act 78 and current Civil Service procedures

All staff assignments will be under the immediate supervision of the Fire Chief.

Personnel in staff assignments will not be directly involved in or responsible for fire inspections.

If while serving in a staff assignment the employee becomes next on any fire department list the promotion will be granted.

Fire education activities that are beyond the scope of fire suppression personnel, such as public speaking and detailed presentations which include specific detailed teaching will be done by overtime personnel at the Chief's discretion when the staff personnel are unavailable or unable to participate. This overtime will be paid for no less than two (2) hours. It is understood that on-duty personnel will be expected to provide fire truck and EMS displays or visits which are no longer than one hour in length and no more than twice per day per station. Whenever possible, fire administration will endeavor to ensure that fire station and safety house tour groups are not left unattended in the event that on-duty personnel are called to an alarm. An overtime sign-up list or other notification will be used to determine which suppression personnel are interested in providing the fire education, public speaking, and detailed teaching presentation which are address above.

ARTICLE IX - SICK LEAVE

Section 1 - Fire Fighting Division:

A. Accumulation of Sick Leave Credits:

1. For the purpose of this section, "sick leave days" shall mean a 24 hour duty day.
2. Each employee shall acquire one and one-half (1½) days of sick leave credit for every two months of service rendered, not to exceed nine (9) sick leave days per calendar year.
3. 50.4 hour employees shall receive five (5) full days' pay in each two month period to be eligible for one and one-half (1½) days of sick leave credit. A minimum of two days shall be worked in each month of the two month period but in no case shall the total number of days be less than five. For purposes of this article, two month periods shall start January 1st of each year. For purposes of this section, the following days shall be considered to be days worked: vacation days, days off on approved union business, paid holidays, paid bereavement leave days, trade days, and days paid for on-the-job injuries only.

B. Charges Against Credits:

1. Sick Leave: An employee shall be entitled to charge accumulated sick leave credits for personal illness or illness of the spouse and child. The employee shall, to the extent possible, inform his department head of such illness.

2. Sick time may be taken in segments of the nearest one (1) hour increment but not be otherwise fragmented.

C. Bereavement Leave:

An employee shall be entitled to five (5) consecutive calendar days bereavement leave (actual work and non-work days) without loss of pay upon the death of an immediate member of his/her family. An immediate member of the family for this purpose shall be deemed to be: a spouse, son or daughter, sister-in-law or brother-in-law, step-children, parent or parent-in-law, brother or sister, grand parents or grandparents-in-law, and step-parents, step-sisters or step-brothers, step-grandparents and grandchildren.

1. Added days may be requested and granted by approval of the Chief of Fire and if over five (5) days, credits are to be taken from bonus, compensatory or vacation leave days.
2. A death in the employee's immediate family as defined in Section 1 occurring during the employee's schedule vacation period shall not be charged against vacation time, but shall be charged against bereavement leave.

Section 2 - 40 Hour Employees:

- A. The provisions of Section 1, above, shall, insofar as applicable, apply to all 40 hour employees except that 40 hour employees shall receive seventeen (17), ten (10) hour sick days per year credit.
- B. In order to be eligible for the accumulation of sick leave credit, an employee must work a minimum of five (5) days in a month. For purposes of this section, the following days shall be considered to be days worked: vacation days, days off on approved union business, paid holidays, paid bereavement leave days, trade days, personal leave days, and days paid for on-the-job injuries only.
- C. Sick time may be taken in segments of the nearest one (1) hour increment but not be otherwise fragmented.

Section 3 - Relation Between Divisions:

- A. In the event an employee changes from the Fire Fighting Division to the Fire Prevention Division or vice-versa, his vacation and sick leave credits shall be prorated accordingly.
- B. Whenever an employee shall have exhausted all of his sick leave and vacation leave, the Union may make a written request to have its members work and donate time to the sick employee's time. The City shall not take active opposition to said request and shall facilitate any employee working pursuant to same. An employee of the collective bargaining unit who is qualified may work in the place of and instead of said ill employee until a final determination is made as to whether he is to be carried as permanently disabled, provided that this does not result in the payment of regular and/or overtime monies if prohibited under applicable federal law.

Section 4:

- A. In the event a 50.4 hour employee resigns, retires, or is terminated for any reason, he shall receive compensation in a sum equivalent to his accumulated sick leave credits, not to exceed eighty (80) work days, plus sick days accumulated during the calendar year in which the employee retires, resigns, or is terminated for any reason.
- B. On February 1st of each year all unused sick days accumulated in the previous calendar year in excess of the 80

days set forth in Section 4(A) shall be paid in full at the then prevailing rate except as set forth in Section 7.

1. In the event an employee has sick leave accumulated in excess of eighty (80) days, it is agreed that the employee's illness will not be charged against his yearly accumulation, but rather will be charged against these excess days until they are exhausted.
2. A 50.4 hour employee, at his option, will be allowed to apply his excess accumulated sick leave credits to a maximum of thirty (30) days to provide for early retirement, provided written notice is given the Fire Chief of his desire to do so prior to January 1st of each year. If the employee chooses this option, he will then be allowed to accumulate one-hundred ten (110) sick leave days, with thirty (30) of these days allotted for early retirement. It is understood that an employee who retires early under this option will be considered retired for all purposes and will not accrue benefits.
3. An employee, at his option, shall receive pay for those days in excess of thirty (30) days upon written request to the Chief of the Fire Department.

C. In the event a 40 hour employee resigns, retires, or is terminated for any reason, he shall receive compensation in a sum equivalent to his accumulated sick leave credits, not to exceed one-hundred fifty two (152) days, plus sick days accumulated during the calendar year in which the employee retires, resigns, or is terminated for any reason.

1. By February 1st of each calendar year all unused sick leave credits in excess of one hundred fifty three (153) days which were earned in the previous calendar year shall be paid in cash at the then prevailing rate except as set forth in Section 7. In no case shall payment exceed seventeen (17) ten (10) hour days.
2. In the event an employee as of January 1, 1980 has sick leave accumulated in excess of one-hundred eighty (180) days for which case payment is not allowed, these days will be reserved for the actual use in case of illness.

In this case, it is agreed that the employee's illness will not be charged against his yearly accumulation, but rather will be charged against these excess days until they are exhausted.

3. A 40 hour employee, at his option, will be allowed to apply his excess accumulated sick leave credits to a maximum of sixty (60) days to provide for early retirement, provided written notice is given the Fire Chief of his desire to do so prior to January 1st of each year. If the employee chooses to retire early, he will then be allowed to accumulate a total of two hundred thirteen (213) sick leave days with sixty (60) of these days allotted for early retirement. It is understood that an employee who retires early under this option will be considered retired for all purposes and will not accrue benefits.
4. Sick days accrued at the 24 hour rate to be paid off at the 24 hour rate. Days accrued at the 40 hour rate to be paid at the 40 hour rate.

Section 5 - Additional Vacation Days:

Each employee shall receive three (3) additional vacation days (bonus) if he does not use more than five (5) sick leave days in a calendar year to apply after the first year. 40 hour employees shall receive an additional six (6) days (bonus) provided they do not use more than five (5) sick leave days per calendar year.

50.4 hour employees may apply one (1) bonus day of the three toward one day vacations. Application for use of these days must be made twenty-four (24) hours in advance of the day requested. In all cases, the use of these days are subject to

approval of the Chief or his designee based on the manpower requirements of the department.

40 hour employees may apply two (2) bonus days of the six toward one day vacations. Application for use of these days must be made twenty-four (24) hours in advance of the day requested. In all cases the use of these days are subject to approval of the Chief or his designee based on the manpower requirements of the department.

For the purpose of this Article, the parties agree that new employees will accrue bonus days if they otherwise qualify from the start of their employment. On the anniversary of hire date, they would be eligible for the number of bonus days based on their hiring date as prescribed below:

- | | | |
|----|-------------------------------------|--------|
| 1. | If hired January 1 to April 30: | 3 days |
| 2. | If hired May 1 to August 31: | 2 days |
| 3. | If hired September 1 to December 1: | 1 day |

Section 6- Valuation of Sick Leave Days:

- A. All sick leave accumulated as of June 30, 1984 shall be valued based upon the wage rate prevailing as of June 30, 1984.
- B. No wage increases effective on or After July 1, 1984 shall be applied to any sick leave days accumulated as of June 30, 1984.
- C. Any new sick leave days accumulated on or after July 1, 1984 shall be valued at the then existing rate of pay.
- D. All sick leave banks shall be converted to cash value as hereinafter set forth.
- E. On or after July 1, 1984 an employee who takes one or more sick leave days shall be paid at the rate of pay in effect during that year with an exact equivalent dollar amount deducted from the value of the employee's sick leave bank.
- F. Examples:
 - 1. As of June 30, 1984 an employee has 100 hours of accumulated sick leave and had an hourly wage rate of \$10.00. The employee's sick leave bank as of June 30, 1984 has a cash value of \$1,000.
 - 2. On July 1, 1984 the employee receives a wage increase of \$1.00 per hour for a total rate of \$11.00 per hour. There is no change in the prior accumulated sick leave bank valuation as of that date.
 - 3. The employee on December 1, 1984 becomes ill and applies for and receives one sick leave day. The employee receives \$264.00 sick leave pay based upon his wage rate of \$11.00 per hour which is deducted from the value of this bank, leaving a total of \$736.00 in his sick leave bank.
 - 4. The employee during the remainder of the year continues to accumulate sick leave and takes no other days off. On July 1, 1985 an additional nine sick leave days are added to the employee's bank. The bank will now be worth a total of \$3,112.00 consisting of:
 - a. \$736 prior bank evaluation
 - b. \$2,376 new accumulated value (9 x 24 x \$11.00)

5. On July 1, 1985 the employee receives a promotion and the employee from July 1, 1985 to June 30, 1986 earns \$15.00 per hour and takes no sick leave days. As of July 1, 1986 the sick leave bank will have the following value:
 - a. Valuation July 1, 1985 \$3,112.00 (no change)
 - b. Additional Accumulation:
Hourly rate \$15.00 x 24 hours x 9 days = \$3,240
 - c. Bank Valuation = \$6,352.00

Section 7 - Replenishment of Current Sick Leave Bank Accumulation:

- A. Each time an employee receives a wage increase or a promotion involving an increase in pay, the current sick leave bank days shall be reduced by the same percentage as the percentage increase in pay. This shall not change the total valuation in terms of dollars in the employee's current sick leave bank.
 1. Example: On 6/30/84 the employee's wage rate is \$10.00 per hour and the employee has 80 sick leave days in the current bank. On 7/1/84 the employee receives a 10% wage increase to \$11.00 per hour. The value of the sick leave bank was \$19,200.00 (80 days x 24 hours per day x \$10.00). The value of the bank remains the same but the number of sick leave days now is reduced to 72.72 days (the current valuation \$19,200.00 divided by the value of one days' earnings as of 7/1/84 (\$19,200 ÷ \$264 [24 x \$11])).
- B. As of February 1st, the employee who has unused sick leave days accumulated in the prior year (January 1 to December 31) shall apply all or the amount equivalent to a sufficient amount to bring the value of the current sick leave bank up to the amount which would reflect the maximum of 80 days at the employee's then prevailing hourly rate of pay.
 1. Example: On 6/30/84 80 days were worth \$19,200.00 based on a \$10.00 per hour rate of pay. On 7/1/84 the employee receives a \$1.00 per hour wage increase. The value of the bank remains constant as of 7/1/84 (\$19,200), but based on the employee's new hourly rate (\$11.00 per hour) there are now 72.72 days in the bank (\$19,200 ÷ \$264 [\$11 x 24 hours]). On February 1, 1985 the employee has nine (9) sick leave days available from the previous calendar year (1/1/84 to 12/31/84). The employee shall apply \$1,920 to the current sick leave bank to reflect a new value of \$21,120.00 (80 days x 24 hours x \$11.00) and receive the balance of \$456.00 (\$2,376 less \$1,920) in cash.
- C. The super sick leave bank's valuation as of 6/30/84 may be decreased through usage at the current prevailing rate, but may not be increased for any reason.
- D. 40 hour employees' current sick leave banks shall be subject to the same replenishment formulas as 50.4 hour employees.

Section 8 - Duty Related Injury or Illness:

- A. Any employee who incurs injury or illness arising out of and in the course of his employment and who is under a physician's care shall incur no charge against his sick leave credits for absent time.
- B. In the event an employee is receiving Workers' Compensation benefits, the City shall supplement the same by a

weekly sum which, when added to such Workers' Compensation benefits will equal the employee's regular salary.

- C. Whenever a member of the Fire Department is incapacitated because of an injury sustained in the performance of his duties, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties or until such time as he has been accepted for retirement by State Act 345 Pension System, or is employed elsewhere. The supplemental pay provided by the City will not exceed two (2) years from the date of the injury or to the extent of the employee's total accumulated seniority whichever is greater.

Section 9:

The City will provide a written listing of each employee's accumulated sick time and vacation time by April 1 of each year for the prior year.

ARTICLE X - PHYSICAL EXAMINATIONS

Section 1:

The City may, at its expense, provide each employee an annual physical examination, including but not limited to chest x-ray and electrocardiogram. Drug testing may, at the City's discretion, be included in annual physical examinations. Employees testing positive will be given a second test to verify the results of the first test. Employees testing positive in both tests will be sent out for evaluation and rehabilitation in a hospital approved program. Costs not covered by group insurance will be borne by the employee and time off required for program participation will not be reimbursed by the City. Such examination shall be scheduled as nearly as possible on the anniversary date of the employee's last physical examination. It is further understood that the employee may choose to waive his annual physical examination.

Section 2:

The parties agree that the employer shall have the right to name the physician for the examination, provided that he shall have on the eligible lists of physicians both doctors of medicine and doctors of osteopathy.

Section 3:

A copy of the examination will be provided to the personal physician of the employee if the employee shall so indicate to the employer his desire to do so in writing either prior to the examination or within ten (10) days thereafter.

ARTICLE XI - INSURANCE

Section 1:

- A. The Municipality shall provide for each 40 hour and 50.4 hour employee life and accident insurance of \$50,000. If the employee dies in the line of duty or while acting in the capacity of a fire fighter's duties, the amount of coverage shall be \$100,000. The City agrees to furnish for each employee a sickness and accident insurance benefit of \$100.00 weekly for twenty-six (26) weeks. The premium costs shall be paid by the Municipality.
- B. The Michigan Blue Cross and Blue Shield Master Medical Plan of hospitalization and medical insurance coverage and benefits with a prescription drug rider with a five dollar (\$5.00) co-pay and FAE Rider, or an equivalent thereof shall be in effect for all active and retired employees and their families at not less than existing levels and

benefits of coverage. This also includes employees off work due to injury and/or illness. The City shall pay all premium costs subject to paragraph E below.

In the event a 40 hour employee or retired 40 hour employee dies from any cause that is not duty related, the City shall pay \$50.00 per month toward the medical-hospitalization coverage for the unremarried spouse and children through the end of the year in which they turn age 19 or 23 years of age if a full time student of the 40 hour employee or retiree for two (2) years following death. After two (2) years, the unremarried spouse shall have the option to continue to pay the premiums to remain a member of the insurance group. Effective July 1, 1995, should a retired 50.4 or 40 hour employee die prior to his/her spouse, the spouse and children through the end of the year in which they turn age 19 (or 25 years of age if a full-time student) shall continue to receive the same medical hospitalization coverage. The premiums for this coverage shall be paid by the City and shall continue for the unremarried spouse so long as equal coverage is not available to the spouse through other employment. This provision shall be in effect for those employees retiring on or after July 1, 1995.

- C. Effective upon ratification by the parties or as soon as possible thereafter, the City shall continue to provide a paid dental insurance rider for Class I, II and III full family coverage (employee, employee's spouse, and children through the end of the year in which they turn age 19 or 23 if full-time student) which provides the following:
1. Class I, preventive and diagnostic services and emergency palliative treatment and radiographs - 100%; the balance of Class I benefits - 60% annually.
 2. Class II, Prosthodontics - 60% annually.
 3. Class III, Orthodontics - 50% with a \$2,000 lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.
 4. Class I and II benefits shall have maximum benefit level of \$1,000 per person per year.
- D. The City shall provide for each employee and eligible members of the employee's family, an optical plan. The plan in general provides that every employee, spouse, and all dependent children under the age of nineteen years, an optometric refraction and glasses, if needed, once every two (2) years. The plan details the types of frames and lenses available.
- E. In the event an employee or his or her spouse is enrolled or participates in another plan(s), the City shall not be obligated to provide dual coverage. However, if an employee's outside coverage lacks in any or all areas of coverage, i.e., medical-hospitalization, drug rider, dental plan, etc., the City shall pay the necessary premiums in order to supplement the employee's outside insurance where inferior. In the event the employee's outside coverage is discontinued or terminated, the employee will be enrolled in the City's insurance plan upon written application by the employee without lapse in coverage. To insure adequate levels of coverage, the City will notify affected employees to apprise them of their insurance status on a semi-annual basis. It is the intent of this provision that no employee shall suffer a loss of benefits or coverage as a result of the termination of the basic City insurance coverage.
- F. In the event a change in insurance carrier(s) is desired, such change shall not take effect without the mutual investigation and consent of both parties to this Agreement including union membership ratification.
- G. The Municipality will provide the employees with insurance certificates, benefits, riders, identification cards, etc. provided by the insurance and the employee will provide the Municipality with the name of the beneficiary and

other pertinent information.

- H. Employees and retirees who elect not to be covered by the medical insurance program will receive a monthly cash payment of \$100.00. This will not apply to employees or retirees whose spouse is an employee or retiree of the City or who are eligible to be covered by any other City paid medical insurance. Any time after waiving such coverage, the employee or retiree may resume medical coverage subject to the normal waiting period.
- I. If an active employee's or retiree's spouse is employed by the City or retired from the City, only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse. If the insurance benefits should be improved or reduced in the future, the retiree will retain the benefits in effect at the time of retirement.
- J. Only natural children or legally adopted children will be eligible for medical, prescription drug, dental and optical insurance, except that the current children or stepchildren of employees who are neither natural children or legally adopted children as of August 1, 1993 will continue to be eligible for medical, prescription drug, dental and optical insurance, subject to the limitations in this Article.
- K. The City may elect, at its option, to have retiree medical insurance premiums paid from the pension fund.

Section 2:

Retirees shall be eligible to participate in the aforesaid dental, FAE and optical, provided that the designated insurance carrier allows retiree participation and further provided that the present cost of any future increase in the cost of said programs shall be borne by and be the exclusive responsibility of each retiree.

Payment by the retiree for said programs shall be accomplished by deducting the applicable amounts from the retiree's pension payment.

Participation under this program by each retiree shall be voluntary and each retiree shall notify the Personnel Department in writing of his decision to either participate or refusal to participate in said program.

Optional retiree paid dental and/or optical coverage must be elected at time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental or optical coverage and drops the coverage will be forever ineligible for re-enrollment.

Section 3:

Eligible dependents will be covered by hospitalization, dental and optical insurance through the end of the year they turn age 23 if they are full time students.

ARTICLE XII - PENSION

Section 1:

Effective July 1, 1999, upon retirement, fire fighters shall receive a regular retirement pension payable throughout the fire fighter's life of two point eight percent (2.8%) of the fire fighter's Final Average Compensation for all full years of service plus one percent (1%) of the fire fighter's average final compensation multiplied by the number of whole years of service rendered by the officer in excess of twenty five (25) years to a maximum of five (5) additional whole years. The maximum pension received by any fire fighter shall be 75% of FAC.

Fire fighters shall be eligible to retire after twenty (20) years of service with no age requirement.

Employees with twenty (20) or more years seniority on July 1, 1999 shall have six (6) months (to December 31, 1999) during which to purchase as much time needed up to seventy five percent (75%) at two point eight percent (2.8%). Payment by an employee to the retirement system shall be five percent (5%) of the full time base salary of the employee at the time payment is made multiplied by the years of service that the member wishes to purchase. Purchase shall be made no more than thirty (30) days prior to retirement.

Section 2:

- A. It is mutually agreed between the parties that the current pension provisions shall be amended in order to allow an employee to retire after twenty-five (25) years of service regardless of age.
- B. During the life of this Agreement, the pension provisions of Public Act 345, as amended, will remain in full force and effect. The employees will pay employee contributions required for pension coverage pursuant to the provisions of Act 345. Effective July 1, 1977, the "Average Final Compensation" provided for under the terms of Act 345 shall mean the average of the highest annual compensation received by a member during the five (5) years of his highest annual compensation received during the ten (10) years of service immediately preceding his retirement or leaving service.

Section 3:

- A. The ranks of Battalion Chief, Captain, Fire Marshal, Lieutenant, Fire Inspector and Sergeant-Driver shall have their "final average compensation" provided for under the terms of Act 345 which shall mean the average of their highest annual compensation received by a member during the three (3) years of his highest annual compensation received during the ten (10) years of service immediately preceding his retirement or leaving service.
- B. All ranks shall have a pension contribution of five percent (5%).
- C. "Final Average Compensation" as referred to above includes:
 - a. Base wage, including any deferred compensation;
 - b. Cost of living allowance;
 - c. Overtime pay;
 - d. Vacation bank and current year entitlement which is unused or not paid out prior to retirement date and sick and/or bonus days not to exceed capped bank, plus current, if any;
 - e. Longevity pay;
 - f. Equivalency pay;
 - g. School or degree bonus pay
- D. Final payoffs shall be paid to the employee within thirty (30) days of the date of retirement.
- E. Effective July 1, 1995, should an employee with a minimum of ten (10) years of service suffer a non-duty related death, the spouse of the employee shall be entitled to receive the regular spousal pension benefit based upon the employee's years of service.

ARTICLE XIII - UNIFORM ALLOWANCE

Section 1 - Fire Fighting Gear:

The City shall furnish all fire fighting gear for the employees necessary for the performance of their duties upon request of the employees when needed.

Section 2 - Uniform Allowance:

- A. The City shall pay each employee of the Fire Fighting Division a uniform allowance which will be increased annually to an amount equal to one point five percent (1.5%) of the current Fire/Medic (60 month) base wage, plus one hundred dollars (\$100) the first pay period of July of each year at a nearby uniform company to maintain dress uniforms. For new employees, allowances will be prorated on the basis of months of service on above dates as applies to one year, in monthly increments.

- B. The City shall pay each 40 hour employee a uniform allowance which will be increased annually to an amount equal to one point five percent (1.5%) of the current Fire/Medic (60 month) base wage, plus an additional one hundred and fifty dollars (\$150) at a nearby uniform company payable the first pay period of July of each year.

Section 3 - Clothing Issue:

- A. Original Issue:
 - 1. Three (3) work uniforms
 - 2. One (1) hat
 - 3. One (1) hat badge
 - 4. Two (2) breast badges
 - 5. One (1) belt
 - 6. One (1) pair regulation shoes
 - 7. One (1) winter coat
 - 8. Fire Fighting Gear

All items are subject to be returned to the City if the employee does not satisfactorily complete his probation. In the event the employee fails to return any of the above, the cost of such items will be deducted from his final pay.

- B. Upon successful completion of his probation, a new employee will receive the following additional items:
 - 1. Dress uniform blouse
 - 2. Two (2) pair dress pants
 - 3. Three (3) white shirts
 - 4. Two (2) black ties
 - 5. One (1) wallet badge
 - 6. I.D. name plate
 - 7. New Fire Fighting Gear

- C. In the event an employee is promoted to a new rank, he shall receive the following items:
 - 1. Two (2) breast badges showing rank
 - 2. Two (2) sets collar rank insignias

3. One (1) hat badge with rank
4. One (1) wallet badge with rank
5. One (1) hat band
6. Appropriate colored helmet
7. Appropriate rank insignia.

Above items are subject to be returned to the City if the employee does not satisfactorily complete his probation.

ARTICLE XIV - 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 modified herein be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, unless specifically altered or reduced by the written terms of this Agreement.

Section 2 - Unilateral Changes Prohibited:

The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement except as in this Agreement modified.

Section 3 - Relation to Regulations, etc.:

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 City amendatory or other action shall be taken to render such ordinance or resolution compatible with the Agreement, with the exception of Act 78 of the Public Acts of 1935, as amended.

Section 4 - Duties:

- A. The fire fighters' duties shall consist of keeping fire department buildings and vehicles clean and perform light maintenance work and all other work directly connected with fire fighting and emergency rescue. Heavy maintenance work which requires special skills, including by way of illustration, but not limited to, carpentry work, plumbing, electrical work, wall washing, and painting, shall not be required to be performed by fire fighters. Fire fighters shall not be required to work on the outside of buildings or on grounds other than washing windows, cutting grass and doing work directly connected with fire fighting and emergency rescue.
- B. All ranks below the rank of Battalion Chief will be State Basic E.M.T. (Emergency Medical Technician) certified unless declared unfit for E.M.T. duty by the City's physician with the Union right of appeal.
- C. The City will continue its present program of City hydrant flow testing. To the extent that the City adopts a formal flow testing program for its hydrants and contemplates the use of Fire Department personnel to perform the duties incident thereto, the use of such personnel shall be contingent upon mutual Agreement by the City with Local 1252 and Local 1128, AFSCME.

ARTICLE XV - STRIKE PROHIBITION

The Union will not engage in nor sanction strike action during the life of this Agreement, nor will the employer lock out employees during the life of this Agreement.

ARTICLE XVI - GRIEVANCE AND ARBITRATION

Section 1 - Grievance Procedure:

Should any differences, disputes or complaints arise as to the meaning of application of the provisions of this Agreement, such differences shall be resolved in the following manner:

- A. The President of the Union or his representative may initiate a grievance by submitting such grievance in writing to the Chief of the Fire Department or his representative within thirty (30) days of the grievant or Association acquiring knowledge of the alleged grievance. The Chief of the Fire Department or his designee will have ten (10) calendar days from the date of receipt of the grievance to reply to same in writing.
- B. If the grievance is not satisfactorily resolved, the President of the Union or his representative will have ten (10) days to submit the grievance to the Personnel Director or his representative designee. The Personnel Director or his representative shall have ten (10) days in which to file an answer.
- C. If the grievance is not satisfactorily adjusted at the preceding step, the President of the Union or his designated representative may, within thirty (30) days, demand in writing a hearing under Act 78 or in the alternative, request arbitration and the other party shall be obligated to proceed as demanded. The demand for one procedure shall act as a firm and final waiver of the other. If arbitration shall be selected, an arbitrator shall be selected from a rotational list of five (5) mutually agreed upon arbitrators with the option to review said list every three (3) years. The expenses of the arbitration, except the parties' own expenses, shall be borne equally by the parties. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining Agreement respecting the specific grievance in question, but he shall not have the power to alter or modify the terms of the Agreement. The decision of the arbitrator shall be final and binding upon the parties.
- D. Time limits set forth above may be extended by mutual Agreement.
- E. In the event the time limits herein are violated by the Union, the grievance shall be deemed withdrawn with prejudice to the grievant. If the time limits are violated by the City or its respective agents on more than one step of the grievance procedure, the grievance shall be deemed awarded and the requested relief granted. Should the Union have to enforce this time limit provision due to the City violating time limits more than once on any one grievance, the costs of arbitration shall be borne by the City.
- F. No grievance settlement short of Act 78 hearing or Arbitrator's award shall be deemed to have precedential effect.
- G. Fore purposes of discipline or discharge, newly hired probationary employees shall have access to the grievance procedure through and including only Step 2.

Section 2 - Other Remedies:

Subject to the restrictions contained in 1C above, the grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE XVII - HOURS OF EMPLOYMENT

Section 1 - Work Schedule:

The work schedule of the Fire Department shall be:

- A. For the fire fighting division, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended.
- B. The Deputy Chief shall be on a forty (40) hour per week schedule.
- C. The Platoon System shall be a three (3) platoon system.
- D. Normal starting time for 50.4 hour employees will be 7:00 A.M.
- E. Forty hour employees will work four (4) ten (10) hour days per week.

Section 2 - Trading of Days:

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days with other employees who are within two (2) ranks above or below, with prior approval by the Chief or his designee. The two (2) rank limitation shall not apply to leave day trades between employees on the same shift.

ARTICLE XVIII - GENERAL

Section 1 - 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 of the bargaining unit, and in the event any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereof, such provision shall be void and inoperative; however, all other provisions of this Agreement shall insofar as possible, continue in force and effect.

Section 2 - Distribution of Agreement:

A copy of this Agreement shall be distributed by the City to all employees of the Fire Department.

ARTICLE XIX - UNION SECURITY

Section 1:

It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees, and assessments. It shall be a continuing condition of employment that all employees who are not members of the Union and who do not become and remain members of the Union shall pay a bargaining service fee (hereinafter referred to as agency shop service fee) in an amount equivalent to such uniform dues, fees and assessments. Employees who fail to comply with the requirement within thirty (30) days shall be discharged by the employer.

Section 2:

Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues, or equivalent agency shop service fees.

Section 3:

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

Section 4:

Sections 1, 2, and 3 of this Article are not applicable to auxiliaries nor is any other section of Article of this Agreement except those which specify auxiliary.

ARTICLE XX - FOOD ALLOWANCE

Section 1:

The food allowance shall increase annually to an amount equal to one point five percent (1.5%) of the current Fire Medic (60 month) base wage.

Section 2 - 40 Hour Employees:

An employee must work a minimum of five hundred (500) hours between January 1st and June 30th to be eligible for food allowance in January and work a minimum of five hundred (500) hours between July 1st and December 31st to be eligible for food allowance in July. Past practice of proration shall remain in effect. Hours worked shall include union business, vacation days, holidays, personal leave days, trade days, compensable injury days, and bereavement days.

Section 3 - 50.4 Hour Employees:

An employee must work a minimum of six hundred twenty five (625) hours between January 1st and June 30th to be eligible for food allowance in January and work a minimum of six hundred twenty five (625) hours between July 1st and December 31st to be eligible for food allowance in July. Past practice of proration shall remain in effect. Hours worked shall include union business, vacation days, holidays, trade days, compensable injury days and bereavement days.

ARTICLE XXI - DEPARTMENT STRENGTH

It is agreed between the parties that the fire fighting work force will be on duty at each station at all times. When, in the event of sickness, vacation leave or any reason whatever, the work force is reduced below the level deemed by the Fire Chief to be safe, he will then refer to the overtime schedule for the next man in line to work. (For additional provisions refer to Auxiliary Fire Fighters, Article XXV).

ARTICLE XXII - SCHOOLING

- A. The City agrees to encourage fire protection training for its employees at approved training centers plus colleges and universities which are approved by North Central Accreditation Committee and subject to prior approval by

the Chief and budget limitations.

- B. Employees having credit course approval must receive a grade equivalent to "C" or better for tuition reimbursement and for required text books. Employees attending training seminars or training programs with prior approval and presentation of a written document from the school indicating satisfactory completion of the work will receive reimbursement for tuition fees and books subject to the other provisions of this Article.
- C. The parties agree that no employee will suffer a diminution in pay as a result of attendance for approved training or credit courses. In no case will an employee while attending school receive more than his regular pay as a result of such training programs.
- D. The parties agree that the City will provide required text books at each station.
- E. A yearly bonus shall be paid as an incentive to achieve higher education according to the following schedule:

State Certified Fire Inspectors	\$750.00
Associate Degree	\$200.00
Bachelor Degree	\$400.00
Master Degree	\$800.00

This incentive bonus shall be paid in the month of July each year. An employee cannot receive both the E.M.T. and Fire Inspector bonus.

Those employees who are state certified Fire Inspectors shall continue to receive a bonus equivalent to the EMT bonus.

The EMT Bonus will be increased annually to an amount equal to two percent (2%) of the current Fire/medic (60 month) base wage.

Effective immediately, the City shall pay for the cost of license fees relative to emergency medical service certification, including, but not limited to E.M.T. certification, C.P.R. and Automatic Defibrillator.

- F. The City shall establish a Department Educational Committee to determine each applicant's eligibility for the incentive bonus program. The Committee will review and examine all transcripts, records, and courses pertaining to the candidate's degree. Said review and examination will be for the purpose of ascertaining the relationship of courses taken for the degree attained and its value to fire protection services for the City of Taylor Fire Department. The Committee will have and use as reference the North Central Association of Colleges and Schools, Commission on Institution of Higher Education Information Handbook.
- G. All employees who attend department required E.M.T. renewal schooling outside their regular hours of work shall receive pay at time and one half.
- H. Training and education opportunities will be provided as budgeted and posted in a timely fashion.

ARTICLE XXIII - SAFETY COMMITTEE

The Fire Department Union President or his designee and the Fire Department Chief or his designee will attend the City of Taylor's monthly Safety Committee meetings, and will have the power invested in the membership of that committee as defined in the Safety Committee's by-laws.

Employees attending these meetings will suffer no diminution in pay.

ARTICLE XXIV - DURATION

Section 1:

This Agreement shall be in effect the first day of July, 1999 and shall remain in force and effect to and including June 30, 2004.

Section 2 - Future Negotiations:

The parties agree that commencing no later than April 1, 2004, they 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 in effect on June 30, 2004 shall remain in full force and effect pending Agreement upon a new contract. No new and/or additional wages, benefits, hours or conditions of employment shall be applicable to members of the bargaining unit on or after July 1, 2004 in the absence of a mutual Agreement between the City and the Union or an Act 312 award.

ARTICLE XXV - EMPLOYEE BILL OF RIGHTS

The City of Taylor does further agree to indemnify and save harmless all employees of the City of Taylor Fire Department from and against all claims or suits, based on negligence, damages, costs, losses and expenses arising out of the defense of each and every action taken by employees in the course of or in the performance of their duties.

Said indemnification shall include, but not be limited to, attorney's fees, investigation costs, settlements, and/or judgment of any kind, excluding intentional torts and/or actions taken outside the scope of employment.

Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment or settlement, or by the providing of legal counsel, and payment of judgment or settlement. Said legal counsel, if retained by the City of Taylor and not retained by the insurance carrier, shall be acceptable to the collective bargaining representative.

ARTICLE XXVI - DRUG POLICY

I. PURPOSE

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Taylor Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with drugs.

II. BENEFITS, INCONVENIENCE, COOPERATION:

Those employees with drug abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused to the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those who, because of drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

III. DEFINITIONS:

- A. Drug - means any substance (other than alcohol) capable of altering the mood, perception, or judgement of the individual consuming it.
- B. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- C. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
- D. Supervisor/Command Officer - means the Officer, Acting Officer or individual who is the member's immediate superior in the chain of command.
- E. Shift Commander - means the Battalion Chief who is on duty at #1 Station.
- F. Impairment - to injure by weakening, diminishing or decreasing strength and value, physical or mental.
- G. Use - to avail oneself of, put to one's own purpose, to consume or expend by using.
- H. Employee Assistance Program - means Employee Assistance Program provided by the Department of Personnel, City of Taylor.

IV. EMPLOYEE ASSISTANCE PROGRAM OF THE DEPARTMENT OF PERSONNEL

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self referral, recommendation or referral by a supervisor. No employee will be disciplined on account of any request for assistance under this section, nor will any employee be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Employees who have exhausted their accumulated sick leave will be allowed to use vacation time, personal leave days, etc. The cost of rehabilitation will be borne by the employer to the extent covered

by the current contractual insurance program. Any excess costs remain the responsibility of the individual employee. The rehabilitation program used will be agreed to by the City and Union.

- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year; must maintain at least weekly contact with the Fire Chief's or Personnel Director's office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

V. PRESCRIPTION DRUGS:

- A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (a) and (b) above, with respect to a particular prescription drug or other medicine can be disciplined or required to attend employee assistance on account of that particular prescription drug or other medicine.

VI. PROCEDURES FOR TESTING:

A. Demand for Testing

The City may require departmental personnel to submit to a test for illegal drugs, prescription drugs under the following circumstances:

- 1. The employee is, based on "reasonable suspicion," requested/ordered to submit to testing by a command officer.

B. Standards for Determining Reasonable Suspicion

- 1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
- 2. "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.
- 3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

C. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he/she may be directed to return to a station to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a signed, dated, timed, and contemporaneous report reducing the objective facts and reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that same time, be given the opportunity to explain his/her behavior/action/appearance. Upon request, the employee shall have the right to Union representation. Failure of the command officer to prepare the report in accordance with the procedure outlined in this section shall render any subsequent test and discipline based upon that test void.

D. Review of Report

If, following the employee's explanation, the command officer determines that a test is still required, he/she shall submit a copy of his/her report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his/her behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the shift commander, and any discipline based upon that test, shall be void.

E. Demand for Testing

If the shift commander, with the concurrence of the Director of Personnel, has determined that a test shall be ordered, the order will be given by a command officer. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire or he/she otherwise be in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.

F. Identification of Employee

The employee's identity shall be checked and verified, by the requesting supervisor/command officer at the time of the testing request/order.

G. Drug Testing Procedure

The procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test, will all be in conformance with Federal Regulations (Federal Register, Volume 53, No. 69, pg. 11979-11989).

VII. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. An employee who tests positive for illegal, controlled or prescription substances, or alcohol, shall be

required to participate in the Employee Assistance Program. Employees who successfully complete the program to the satisfaction of the program's director or supervising physician shall not be disciplined for their drug use.

- B. Employees who fail to complete the Employee Assistance Program as specified in (A) above, may be disciplined for their employment-related drug use.
- C. Employees whose drug use or prescription drug abuse, is discovered by the City in some manner other than by the drug test outlined in this policy/article shall be treated as if he/she had tested positive under this policy/article.
- D. Notwithstanding any other provision of this policy/article, where an employee engages in conduct which, given proof of his/her on-duty, intoxicated state, creates an unreasonable risk of harm to any person, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. It is agreed that discipline under this section shall include discharge of the employee only in the most severe case.
- E. Notwithstanding any other provision of this Agreement, where an intoxicated employee violates the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. "Appropriate discipline" is defined as discipline of precisely the same severity that the employee would have received for his/her conduct while not intoxicated.
- F. The City shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee's completion of the program. A positive test result under this provision shall have the same effect as a positive test result under Section VI or Section VII c.
- G. An employee shall have the right to avail him/herself of the Employee Assistance Program no more than once in any three year period, or three times during the employee's career in the Fire Department. An employee who tests positive after his/her right to utilize the Employee Assistance Program has expired under this subsection may be disciplined under the Collective Bargaining Agreement. The City in its sole discretion, may permit an employee to avail him/herself of the Employee Assistance Program more frequently than provided in this subsection.

VIII. GRIEVANCE PROCEDURE:

Any disputes arising under this policy are subject to the parties' grievance and arbitration procedures.

IX. EFFECTIVE DATE - NOTICE TO EMPLOYEES - OTHER LAWS:

- A. The policies set forth in this policy guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy before being hired.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

FOR THE CITY:

Donald G. Wood 7-7-99

Kathy Demoran 7/7/99

FOR THE UNION:

Harold A. Cobble 7-7-99

Vincent A. Fiall

Ronald M. Norman

Steve L. Farrow

Angela Boring

Taylor

EXHIBIT "A"
SALARY SCHEDULE

July 1, 1999	0%
July 1, 2000	0%
July 1, 2001	0%
July 1, 2002	3%
July 1, 2003	3%

40 Hour Fire Fighters:

	<u>7/1/99</u>	<u>7/1/02</u>	<u>7/1/03</u>
Deputy Chief	\$29.382	\$30.2635	\$31.1714
Battalion Chief	\$27.098	\$27.9109	\$28.7483
Fire Marshall	\$27.098	\$27.9109	\$28.7483
Fire Inspector	\$26.003	\$26.7831	\$27.5866

50.4 Hour Fire Fighters:

Battalion Chief	\$21.492	\$22.1368	\$22.8009
Captain	\$20.622	\$21.2407	\$21.8779
Lieutenant	\$19.361	\$19.9418	\$20.5401
Sergeant	\$18.198	\$18.7439	\$19.3063
Fire Medic 1	\$17.134	\$17.6480	\$18.1775
39 Months	\$16.616	\$17.1145	\$17.6279
30 Months	\$15.724	\$16.1957	\$16.6816
18 Months	\$12.974	\$13.363	\$13.7641
12 Months	\$12.664	\$13.0439	\$13.4352
6 Months	\$12.009	\$12.3693	\$12.7403
3 Months	\$11.688	\$12.0386	\$12.3998
Start	\$11.366	\$11.7070	\$12.0582

Fire Medics hired on or after 7/1/99:

60 Months	\$15.13	\$15.5839	\$16.0514
48 Months	\$10.56	\$10.8768	\$11.2031
36 Months	\$10.06	\$10.3618	\$10.6727
24 Months	\$ 9.56	\$ 9.8468	\$10.1422
12 Months	\$ 9.06	\$ 9.3318	\$ 9.6118
Start	\$ 8.56	\$ 8.8168	\$ 9.0813

EXHIBIT "B"

Training & Maintenance/Battalion Chief
Fire Marshal/Battalion Chief
Fire Inspector/Captain

STATION #1

A-SHIFT

Battalion Chief
Captain
Lieutenant
Fire Medic
Fire Medic
Fire Medic

B-SHIFT

Battalion Chief
Captain
Lieutenant
Fire Medic
Fire Medic
Fire Medic

C-SHIFT

Battalion Chief
Captain
Lieutenant
Fire Medic
Fire Medic
Fire Medic

STATION #2

Captain
Lieutenant
Fire Medic
Fire Medic

Captain
Lieutenant
Fire Medic
Fire Medic

Captain
Lieutenant
Fire Medic
Fire Medic

STATION #3

Captain
Lieutenant
Fire Medic
Fire Medic

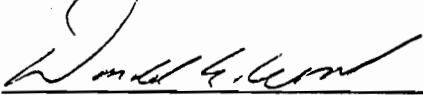
Captain
Lieutenant
Fire Medic
Fire Medic

Captain
Lieutenant
Fire Medic
Fire Medic

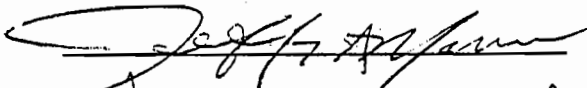
LETTER OF UNDERSTANDING
CITY OF TAYLOR AND IAFF LOCAL 1252

The City of Taylor and IAFF Local 1252 herein agree to negotiate a Transport Enterprise Division. Should a Transport Enterprise Division be created, the parties further agree to negotiate bonus pay or improvements to the Fire/Medic wage schedule should it be deemed necessary by mutual agreement of the parties. Continued operation is contingent upon the Transport Enterprise Division sustaining itself with its own revenue sources and requiring no net cost to the City.

FOR THE CITY:


7-9-99

FOR THE UNION:


Vincent A. Zedler

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF TAYLOR AND IAFF LOCAL 1252

The parties agree to use of Trade Slips generated from any station. The City retains the right to log all trades.

The parties further agree the intention is to have a 54 man suppression department with minimum daily staffing of 14 suppression employees (schedule attached).

- 9 Captains
- 9 Lieutenants
- 3 Battalion Chiefs

12 Sergeants, including 2 current Fire Medics not on the sergeant list, will be eliminated through attrition.

The parties agree the intention is to hire the best Auxiliary Fire Fighters. A committee will be created consisting of the Fire Chief, a representative of the Union, selected by the Union, and a representative of the Personnel Department.

FOR THE CITY:

[Signature] 5/12/99
[Signature] 5/13/99

FOR THE UNION:

[Signature] 5-13-99
[Signature] 5-13-99
[Signature] 5-13-99
[Signature] 5-13-99