

12/31/98

4019

Collective Bargaining Agreement

CITY OF TRENTON

and

TRENTON FIRE FIGHTERS UNION

Local 2701

International Association of Fire Fighters

Trenton City

January 1, 1996 - December 31, 1998

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AGREEMENT

This Agreement is entered into by and between the City of Trenton, hereinafter referred to as the "City" and Local #2701, International Association of Fire Fighters, also known as the Trenton Fire Fighter Union hereinafter referred to as the "Union" was accepted by the Union on July 29, 1996, and ratified by the City Council of the City of Trenton by resolution on August 5, 1996.

IT WITNESSETH:

This Agreement shall be effective the 1st day of January, 1996, and shall remain in full force and effect through the 31st day of December, 1998.

ARTICLE I PURPOSE AND DEFINITIONS

SECTION 1. PURPOSE

The parties hereto have entered into this Agreement, to incorporate understandings previously reached, and other matters into a formal Contract; to promote harmonious relations between the City and the Bargaining 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 contract differences between the City and the Union. It is the intent and purpose of this Agreement to set forth and establish the general policy of the City on personnel and procedures, rates of pay and hours of work; and to provide a method for the redress of any grievances the employees may have by virtue of this supplemental Agreement or otherwise.

SECTION 2. DEFINITIONS

- A. "City" shall include the elected or appointed representatives of the City of Trenton, Michigan.
- B. The Union shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE II RECOGNITION

Pursuant to and in accordance with all applicable provisions of ACT 336 of the Public Acts of Michigan of 1947, as amended, the City does hereby recognize the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters, AFL-CIO, as the sole and exclusive representative for the purpose of collective bargaining, in respect to rates of pay, hours of employment, and other terms and conditions of employment for all employees of the Trenton Fire Department with the persons holding the following positions excluded therefrom:

- Fire Chief
- Deputy Chief
- Fire Marshal
- Fire Inspector/Training Officer
- Clerical

**ARTICLE III
PAYROLL DEDUCTION OF UNION DUES**

SECTION 1.

The City agrees to deduct dues and assessments in an amount certified to be correct by the Secretary or Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

SECTION 2.

In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and Bylaws, refund to the employee will be made by the Union.

SECTION 3. LIMIT OF EMPLOYER'S LIABILITY

The Employer shall not be liable to the Union by reason of requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

SECTION 4.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Sections 2 and 3.

SECTION 5.

Within thirty (30) days of the date of execution of this Agreement or the date of hire, whichever is later, any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal to the amount of Union Dues and/or assessments as a contribution toward the administration of this Agreement.

**ARTICLE IV
RIGHTS OF THE EMPLOYER**

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws, and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of the Agreement. It is recognized by the parties that the government management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility; provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages and working conditions of any members of the Union.

ARTICLE V NO-STRIKE CLAUSE

During the life of this Agreement the Union will not cause, nor permit its members to cause, nor will any members of the Union take part in a strike or any concerted effort to diminish the quality or quantity of the work performed by members of the Union. In the event of any of the above violations of this Article, the City will take immediate disciplinary action against the employees involved. The City will not lock out employees during the term of the Agreement.

ARTICLE VI RIGHTS OF THE EMPLOYEE (UNION ACTIVITIES)

SECTION 1. GENERAL

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

SECTION 2.

Regardless of shift complement Union representatives shall be afforded time off, during working hours, without loss of pay, to fulfill their Union responsibilities of contract negotiations, grievance processing, and the administration of this Agreement.

Two designated Union representatives shall be afforded reasonable time off, during working hours, without loss of pay, to attend educational meetings and district meetings if time is available under normal scheduling and the approval of the Fire Chief, providing no overtime is required.

Regardless of shift complement, one representative of the Union may attend the Biennial International Fire Fighters Convention and the Biennial State Fire Fighters Convention without loss of pay, but not to exceed five (5) twenty-four (24) hour duty days every two (2) years. A second representative may attend the aforementioned convention, without loss of pay, provided no pre-scheduled overtime is necessitated.

SECTION 3. BULLETIN BOARDS

The City will furnish the Fire Department a bulletin board to be used by the employees to post their Union notices and information pertaining to the Fire Department and these bulletin boards, or anything posted thereon, will not be disturbed by an official of the City, with the President of the Union or his designee responsible for the content thereof.

SECTION 4.

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

ARTICLE VII MISCELLANEOUS

Employees shall be given twenty (20) calendar days' notice prior to any shift change. If notice is not given then the employee will be compensated at time and one-half for his/her first day worked on the new shift.

No employee shall be required to do special skilled work, usually performed by a skilled tradesman, for example-but not limited to-electrician, plumber, carpenter or painter. The ordinary housekeeping as presently performed, maintenance of grounds and equipment such as cutting grass, shoveling snow, painting of equipment and general housekeeping repairs shall continue.

Ordinary housekeeping and normal training functions shall be completed between 8:00 a.m. and 4:00 p.m. This does not restrict specialized training which may be scheduled at appropriate times on an employee's scheduled work day.

ARTICLE VIII OTHER AGREEMENTS

The City shall not enter into any collective bargaining agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions of this Agreement.

The Fire Department Standard Operating Procedure Manual will be in effect upon the signing of this agreement.

References to the letters of understanding for the Intern Inspector program, ALS program, Residency and Health Care Cost Containment are subject to the provisions contained therein.

ARTICLE IX REPRESENTATION

All employees covered by this Agreement will be represented for the purpose of grievance procedure and negotiations by a committee composed of no more than four (4) members of the Union. This committee shall be chosen in any manner seen fit by the Union and a letter of authorization from the Union President naming such representatives will be given to the City when the changes in representatives take place.

The Chief or his designee shall also recognize three (3) shift stewards as representatives of the Union.

ARTICLE X GRIEVANCE PROCEDURE

SECTION 1.

Any grievance or dispute which may arise between the parties which is claimed to be a violation, misapplication, or misinterpretation of this Agreement shall be resolved in the following manner:

Step I The employee allegedly aggrieved may first discuss his/her complaint with the Deputy Chief with or without his/her steward, and both parties shall make every effort to satisfactorily settle the complaint. The steward may be allowed time off without loss of pay to investigate a grievance that may arise from this Agreement. This privilege shall not be abused.

Grievances affecting a large number of employees may be treated as a policy grievance and entered at Step II by the Executive Board of the Union.

Step II If the dispute is not settled orally with the Deputy Chief, the employee and/or Steward shall present the grievance in writing to the Chief or the Chief's designee within ten (10) calendar days after the grievance occurs or after knowledge of its occurrence. The written grievance shall set forth the nature of the Agreement that the Union claims has been violated, and the specific remedies the Union seeks. The employee or employees allegedly aggrieved must sign the grievance before it will be processed. The Chief or the Chief's designee shall have fifteen (15) calendar days in which to answer in writing.

Step III If the grievance is not settled at Step II of the procedure, the Union shall submit the grievance to the designated representative of the Mayor and Council, with a copy to the Department Head, within ten (10) calendar days after the Chief's or designee's answer is received. The designated representative of the Mayor and Council shall respond within forty (40) calendar days after the designated representative receives the grievance.

Step IV If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the designated representative of the Mayor and Council, by written notice to the other, request arbitration.

The Arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and the Arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator have power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant, provided that the arbitrator shall not insert his/her judgment, wisdom, or reasoning for that of the Employer or the Union.

ARTICLE X (continued)
GRIEVANCE PROCEDURE

Step IV (continued)

The costs for the arbitrator's services, including expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

SECTION 2. TIME LIMIT

No grievance shall be processed unless it is presented within ten (10) calendar days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step I through Step IV may be extended for good cause shown or mutual consent of the parties.

Failure of the Union to abide by the time limits set forth in Step I through Step IV above shall be considered an abandonment of the grievance. Failure of the Employer to abide by the time limits set forth in Step I through Step IV shall be considered a granting of the grievance without prejudice.

ARTICLE XI WAGES

SECTION 1.

The following salary schedule establishes positions and the salary differential between these positions as a percentage of the base Fire Fighter's pay; also, as the schedule indicates, beginning Fire Fighters shall be classified as Pipeman (P) and receive the indicated salary in accordance with their service time.

WAGE SCHEDULE January 1, 1996 through December 31, 1998

RANK	1/1/96 Percent of Base FF - 2 Yr.	Rate in Effect 1/1/96	8/4/96 Percent of Base FF - 2 Yr.	8/4/96 to 6/30/97	7/1/97 to 6/30/98	7/1/98 to 12/31/98
CAPTAIN	124%	\$49,767.89	126%	\$50,570.60	\$51,582.02	\$53,129.48
LIEUTENANT	117%	\$46,958.41	120%	\$48,162.48	\$49,125.73	\$50,599.50
SERGEANT	112%	\$44,951.64	115%	\$46,155.71	\$47,078.82	\$48,491.19
ENGINEER - 1	109%	\$43,747.58	110%	\$44,148.94	\$45,031.92	\$46,382.88
ENGINEER - 2	108%	\$43,346.22	110%	\$44,148.94	\$45,031.92	\$46,382.88
ENGINEER - 3	107%	\$42,944.88	110%	\$44,148.94	\$45,031.92	\$46,382.88
FIRE FIGHTER - 1	105%	\$42,142.16	105%	\$42,142.17	\$42,985.01	\$44,274.56
FIRE FIGHTER 4 Year	103%	\$41,339.46	105%	\$42,142.17	\$42,985.01	\$44,274.56
FIRE FIGHTER 3 Year			103%	\$41,339.46	\$42,166.25	\$43,431.24
FIRE FIGHTER 2, 3, 4, 5 - 24 Month	100%	\$40,135.40	100%	\$40,135.40	\$40,938.11	\$42,166.25
PIPEMAN - 18 Months	95%	\$38,128.63	95%	\$38,128.63	\$38,891.20	\$40,057.94
PIPEMAN - 12 Months	90%	\$36,121.85	90%	\$36,121.86	\$36,844.30	\$37,949.63
PIPEMAN - 6 Months	85%	\$34,115.09	85%	\$34,115.09	\$34,797.39	\$35,841.31
PIPEMAN - Start	80%	\$32,108.32	80%	\$32,108.32	\$32,750.49	\$33,733.00

Employees Hired After January 1, 1996:

FIRE FIGHTER 3 Year	100%	\$40,135.40	100%	\$40,135.40	\$40,938.11	\$42,166.25
2 Year	90%	\$36,121.86	90%	\$36,121.86	\$36,844.30	\$37,949.63
1 Year	80%	\$32,108.32	80%	\$32,108.32	\$32,750.49	\$33,733.00
Start	75%	\$30,101.55	75%	\$30,101.55	\$30,703.58	\$31,624.69

Employees in this bargaining unit who hold one of the following ranks immediately prior to August 4, 1996, will be entitled to one time lump sum payment as designated:

Fire Fighter - 1	\$800.00
Engineer - 1	\$400.00

**ARTICLE XI (continued)
WAGES**

Effective January 1, 1996 through August 3, 1996

RANK	Percent of Base FF - 2 Yr.	Annual Salary	Scheduled Bi-Weekly	Daily	Hourly	Move Up	Move Up Amount
CAPTAIN	124%	\$49,767.89	\$1,914.15	\$459.38	\$19.141		
LIEUTENANT	117%	\$46,958.41	\$1,806.09	\$433.46	\$18.061	Capt.	\$25.93
SERGEANT	112%	\$44,951.64	\$1,728.91	\$414.94	\$17.289	Lt.	\$18.52
ENGINEER - 1	109%	\$43,747.58	\$1,682.60	\$403.82	\$16.826	Sgt. Lt.	\$11.11 \$29.64
ENGINEER - 2	108%	\$43,346.22	\$1,667.16	\$400.13	\$16.672	Sgt. Lt.	\$14.82 \$33.34
ENGINEER - 3	107%	\$42,944.88	\$1,651.73	\$396.41	\$16.517		
FIRE FIGHTER - 1	105%	\$42,142.16	\$1,620.85	\$389.02	\$16.209	E - 3	\$7.41
FIRE FIGHTER 4 Year	103%	\$41,339.46	\$1,589.98	\$381.60	\$15.900	E - 3	\$14.82
FIRE FIGHTER 2, 3, 4, 5 - 24 Months	100%	\$40,135.40	\$1,543.67	\$370.49	\$15.437	E - 3	\$25.93
PEPEMAN - 18 Months	95%	\$38,128.63	\$1,466.49	\$351.96	\$14.665		
PEPEMAN - 12 Months	90%	\$36,121.85	\$1,389.30	\$333.43	\$13.893		
PEPEMAN - 6 Months	85%	\$34,115.09	\$1,312.12	\$314.90	\$13.121		
PEPEMAN - Start	80%	\$32,108.32	\$1,234.94	\$296.38	\$12.349		

Employees Hired After January 1, 1996:

FIRE FIGHTER 3 Year	100%	\$40,135.40	\$1,543.67	\$370.49	\$15.437		
2 Year	90%	\$36,121.86	\$1,389.30	\$333.44	\$13.893		
1 Year	80%	\$32,108.32	\$1,234.93	\$296.39	\$12.349		
Start	75%	\$30,101.55	\$1,157.75	\$277.84	\$11.577		

CALCULATION OF HOURLY RATE: Annual Salary / 2,600 Hours = Hourly Rate

CALCULATION OF DAILY PAY: Hourly Rate x 24 Hours = Daily Pay

**ARTICLE XI (continued)
WAGES**

Effective August 4, 1996 through June 30, 1997

RANK	Percent of Base FF - 2 Yr.	Annual Salary	Scheduled Bi-Weekly	Daily	Hourly	Move Up	Move Up Amount
CAPTAIN	126%	\$50,570.60	\$1,945.02	\$466.80	\$19.450		
LIEUTENANT	120%	\$48,162.48	\$1,852.40	\$444.58	\$18.524	Capt.	\$22.22
SERGEANT	115%	\$46,155.71	\$1,775.22	\$426.05	\$17.752	Lt. Capt.	\$18.53 \$40.75
ENGINEER - 1	110%	\$44,148.94	\$1,698.04	\$407.52	\$16.980	Sgt. Lt.	\$18.53 \$37.06
FIRE FIGHTER 4 Year	105%	\$42,142.17	\$1,620.85	\$389.02	\$16.209	E - 1	\$18.50
FIRE FIGHTER 3 Year	103%	\$41,339.46	\$1,589.98	\$381.60	\$15.900	E - 1	\$25.92
FIRE FIGHTER 2, 3, 4, 5 - 24 Months	100%	\$40,135.40	\$1,543.67	\$370.49	\$15.437	E - 1	\$37.03
PEPEMAN - 18 Months	95%	\$38,128.63	\$1,466.49	\$351.96	\$14.665		
PEPEMAN - 12 Months	90%	\$36,121.86	\$1,389.30	\$333.43	\$13.893		
PEPEMAN - 6 Months	85%	\$34,115.09	\$1,312.12	\$314.90	\$13.121		
PEPEMAN - Start	80%	\$32,108.32	\$1,234.94	\$296.38	\$12.349		

Employees Hired After January 1, 1996:

FIRE FIGHTER 3 Year	100%	\$40,135.40	\$1,543.67	\$370.49	\$15.437	E - 1	\$37.03
2 Year	90%	\$36,121.86	\$1,389.30	\$333.43	\$13.893		
1 Year	80%	\$32,108.32	\$1,234.94	\$296.38	\$12.349		
Start	75%	\$30,101.55	\$1,157.75	\$277.87	\$11.578		

CALCULATION OF HOURLY RATE: Annual Salary / 2,600 Hours = Hourly Rate

CALCULATION OF DAILY PAY: Hourly Rate x 24 Hours = Daily Pay

**ARTICLE XI (continued)
WAGES**

Effective July 1, 1997 through June 30, 1998

RANK	Percent of Base FF - 2 Yr.	Annual Salary	Scheduled Bi-Weekly	Daily	Hourly	Move Up	Move Up Amount
CAPTAIN	126%	\$51,582.02	\$1,983.92	\$476.14	\$19.839		
LIEUTENANT	120%	\$49,125.73	\$1,889.45	\$453.48	\$18.895	Capt.	\$22.66
SERGEANT	115%	\$47,078.82	\$1,810.72	\$434.57	\$18.107	Lt. Capt.	\$18.91 \$41.57
ENGINEER - 1	110%	\$45,031.92	\$1,732.00	\$415.68	\$17.320	Sgt. Lt.	\$18.89 \$37.80
FIRE FIGHTER 4 Year	105%	\$42,985.01	\$1,653.27	\$396.79	\$16.533	E - 1	\$18.89
FIRE FIGHTER 3 Year	103%	\$42,166.25	\$1,621.78	\$389.23	\$16.218	E - 1	\$26.45
FIRE FIGHTER 2, 3, 4, 5 - 24 Months	100%	\$40,938.11	\$1,574.54	\$377.88	\$15.745	E - 1	\$37.80
PEPEMAN - 18 Months	95%	\$38,891.20	\$1,495.82	\$358.99	\$14.958		
PEPEMAN - 12 Months	90%	\$36,844.30	\$1,417.09	\$340.10	\$14.171		
PEPEMAN - 6 Months	85%	\$34,797.39	\$1,338.36	\$321.22	\$13.384		
PEPEMAN - Start	80%	\$32,750.49	\$1,259.63	\$302.30	\$12.596		

Employees Hired After January 1, 1996:

FIRE FIGHTER 3 Year	100%	\$40,938.11	\$1,574.54	\$377.88	\$15.745	E - 1	\$37.80
2 Year	90%	\$36,844.30	\$1,417.09	\$340.10	\$14.171		
1 Year	80%	\$32,750.49	\$1,259.63	\$302.30	\$12.596		
Start	75%	\$30,703.58	\$1,180.91	\$283.42	\$11.809		

CALCULATION OF HOURLY RATE: Annual Salary / 2,600 Hours = Hourly Rate

CALCULATION OF DAILY PAY: Hourly Rate x 24 Hours = Daily Pay

**ARTICLE XI (continued)
WAGES**

Effective July 1, 1998 through December 31, 1998

RANK	Percent of Base FF - 2 Yr.	Annual Salary	Scheduled Bi-Weekly	Daily	Hourly	Move Up	Move Up Amount
CAPTAIN	126%	\$53,129.48	\$2,043.44	\$490.42	\$20.434		
LIEUTENANT	120%	\$50,599.50	\$1,946.13	\$467.06	\$19.461	Capt.	\$23.36
SERGEANT	115%	\$48,491.19	\$1,865.05	\$447.60	\$18.650	Lt. Capt.	\$19.46 \$42.82
ENGINEER - 1	110%	\$46,382.88	\$1,783.96	\$428.16	\$17.840	Sgt. Lt.	\$19.44 \$38.90
FIRE FIGHTER 4 Year	105%	\$44,274.56	\$1,702.87	\$408.70	\$17.029	E - 1	\$19.46
FIRE FIGHTER 3 Year	103%	\$43,431.24	\$1,670.43	\$400.90	\$16.704	E - 1	\$27.26
FIRE FIGHTER 2, 3, 4, 5 - 24 Months	100%	\$42,166.25	\$1,621.78	\$389.23	\$16.218	E - 1	\$38.93
PEPEMAN - 18 Months	95%	\$40,057.94	\$1,540.69	\$369.77	\$15.407		
PEPEMAN - 12 Months	90%	\$37,949.63	\$1,459.60	\$350.30	\$14.596		
PEPEMAN - 6 Months	85%	\$35,841.31	\$1,378.51	\$330.84	\$13.785		
PEPEMAN - Start	80%	\$33,733.00	\$1,297.42	\$311.38	\$12.974		

Employees Hired After January 1, 1996:

FIRE FIGHTER 3 Year	100%	\$42,166.25	\$1,621.78	\$389.23	\$16.218	E - 1	\$38.93
2 Year	90%	\$37,949.63	\$1,459.60	\$350.30	\$14.596		
1 Year	80%	\$33,733.00	\$1,297.42	\$311.38	\$12.974		
Start	75%	\$31,624.69	\$1,216.33	\$291.91	\$12.163		

CALCULATION OF HOURLY RATE: Annual Salary / 2,600 Hours = Hourly Rate

CALCULATION OF DAILY PAY: Hourly Rate x 24 Hours = Daily Pay

ARTICLE XI (continued)
WAGES

Effective July 1, 1996, fire personnel who hold and maintain a Michigan Department of Public Health Basic EMT License, Specialist License or Advanced Life Support License shall be compensated at the following rate payable July 15th of each year:

Basic EMT:	\$45.00 per month
Specialist:	\$85.00 per month
Advanced:	\$200.00 per month

The compensation for holding and maintaining the Specialist and/or Advanced license shall take effect only after appropriate certification and licensing of the ambulance vehicles and equipment to the status of an Advanced Unit.

Effective July 1, 1996, the employees assigned to the Emergency Medical Vehicles on a daily basis will not be compensated in addition to the annual licensure benefit payment.

The base licensure benefits are paid in advance and based on the regular position being worked at the time of payment. These payments will be prorated upon hiring and termination. The base licensure benefits are also subject to prorating depending upon the length of time the license and position are held for each employee in the department. The union shall be responsible for providing a listing of any changes occurring throughout the previous fiscal year by July 1st of each year. These adjustments are to be made with the next regular payment on July 15th.

SECTION 2. NOTATIONS:

- E-1 Refers to an employee with four (4) years of experience as classified engineer.
- E-2 Refers to an employee with two (2) years of experience as classified engineer.
- E-3 Refers to a full-time engineer classification.
- F-1 Refers to an employee (one on each platoon) who is in a seniority position, full time, to be utilized in various positions at the department discretion and in his absence the position does not exist.

Effective July 1, 1996, this section will no longer be in effect. For work assignment purposes only, the titles of FF-1, FF-2, FF-3, FF-4, FF-5, E-1, E-2, and E-3 will continue to be recognized within the department.

SECTION 3.

An employee whose job is abolished shall be entitled to the classification for which his seniority warrants.

ARTICLE XI (continued)

WAGES

SECTION 4. WORKING OUT OF CLASSIFICATION

Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank if working that position for a period of twelve (12) hours or more.

Effective upon ratification of this agreement, the 4 year Fire Fighter rank will be eligible to move up to Engineer, the Engineer rank will be eligible to move up to Sergeant or Lieutenant, and the Sergeant and Lieutenant ranks will be eligible to move up to Captain.

SECTION 5.

Union employees cannot expect to fill vacancies of supervisory or non-union positions and non-union or supervisory employees cannot expect to fill vacancies of union positions.

ARTICLE XII

HOURS

SECTION 1.

Effective January 1, 1986, members shall be scheduled to work an average of 56 hours per week on a three platoon system which shall begin each day at 8:00 a.m. and end the following day at 8:00 a.m. The work schedule shall be as prescribed by Act 125, Michigan Public Acts of 1925, as amended by Act 115, Michigan Public Acts of 1965 as amended. Each member of each platoon shall receive a mandatory leave day to be taken during each twenty-eight (28) day period, by which the work week will be effectively reduced to 50 hours per week. The mandatory leave day will be selected in accordance with the Fire Department Standard Operating Procedure Manual.

The hourly rate for purposes of overtime and move-up will be based upon the annual wage divided by 2600 hours, effective April 1, 1993. Scheduled hours actually worked in excess of 216 hours in a 28 day period (cycle) will be paid at the rate of time and one half at the hourly rate applicable.

The 28-day periods shall begin October 1, 1983, and shall continue in a consecutive manner.

SECTION 2. CALL-OUT TIME

Employees shall be paid a minimum of four (4) hours, or time and one-half times the actual hours worked, whichever is the greater.

Effective January 1, 1990, employees called in on holidays specified in Article XVII, Section I, shall be paid a minimum of four (4) hours, or double time the actual hours worked, whichever is the greater.

ARTICLE XII (continued) HOURS

SECTION 3. TRADING OF DAYS

An employee shall be permitted to voluntarily trade work or leave days in whole or in part, with another employee. Trading employees will be responsible for assurance that they possess departmental abilities to fill in for each other. All traded time shall be repaid with time. Employees shall not be permitted to purchase for value or to contract the services of another to provide coverage of any assigned shift. The City shall not be liable for any additional wage or overtime obligation as a consequence of employees trading time. Trading of time will not be allowed during periods of pre-scheduled mandatory training.

SECTION 4.

Employees shall have the option of wages or compensatory time off for hours worked in excess of their regularly scheduled work week. Compensatory time will be used prior to separation from the Department.

ARTICLE XIII TRAINING COMPENSATION

Any part of the following Compensation Training Schedules are subject to modification as a result of litigation and Federal or State law changes.

1. Attendance at courses, classes, meetings or seminars on off-duty time requested by the Chief.
 - A. Compensation at time and one-half (1 1/2) for actual classroom hours of attendance.
 - B. Compensation does not include travel time or lunch hour.
 - C. Verification of all classroom hours shall be mandatory.
 - D. Course fees and expenses will be covered.
 - E. Travel will be by Departmental vehicle or if by personal vehicle, reimbursement is at the prevailing city-approved rate per mile.
2. Individuals may attend other classes or training on their own time. This training may, or may not, be paid for by the Department.
3. In no case shall there be compensation beyond normal pay for course hours attended during a scheduled work period. Personnel attending outside sponsored training during duty hours will be required to return to duty as soon as possible.
4. Manpower requirements will take precedence over attendance at outside training sessions.

ARTICLE XIV LONGEVITY PAY

Any employee with five years of continuous service as of November 30th shall receive Three hundred dollars (\$300.00) and an additional Thirty dollars (\$30.00) for each year of service thereafter, payable between November 1st and November 15th of each year. Effective with the payment in November, 1993, starting with the 21st year of service thirty five (\$35.00) Dollars per year will be added instead of thirty (\$30.00) Dollars. A maximum longevity of nine hundred twenty five (\$925.00) dollars per year will be effective with the payment in November, 1993.

Effective July 1, 1997, any employee with five (5) years of continuous service as of November 30th shall receive Three Hundred Dollars (\$300.00) and an additional Thirty Five Dollars (\$35.00) for each year of service thereafter, payable between November 1st and November 15th of each year. The maximum longevity shall remain unchanged at Nine Hundred Twenty Five Dollars (\$925.00).

If a terminated employee is rehired, he shall receive longevity pay according to his date of rehire, not his original hiring date.

ARTICLE XV INSURANCE BENEFITS

SECTION 1. LIFE INSURANCE

- A. Effective July 1, 1984 the City will furnish to each employee covered by this contract group life insurance with the addition of an accidental death and dismemberment rider to the nearest One Thousand Dollars (\$1,000.00) of their base salary fully paid by the City through the City's group insurance.

The employee may elect to double this coverage but this additional cost must be paid by the employee.

- B. Retirees - Effective July 1, 1984, Five Thousand Dollars (\$5,000.00) life insurance shall be provided for all present and future retirees of this bargaining unit.

SECTION 2. HOSPITALIZATION INSURANCE

- A. The City shall provide and pay the initial full cost of Full Family Hospitalization, (a plan equivalent to or Blue Cross/Blue Shield plan with riders D45NM, Master Medical, MVF 1, ML, RM, OB, FC, FAE, VST, Reciprocity Riders and five dollar (\$5.00) deductible drug prescriptions for all full-time employees. Employees shall be notified in advance of any contemplated change in the carrier of the City's Hospitalization Insurance.

- B. Retirees - The City shall provide the above program for all retired employees, widows, widowers. This will continue for a retiree's widow or widower until such time as they remarry. This shall be for the duration of the contract.

ARTICLE XV (Continued) INSURANCE BENEFITS

SECTION 3. DENTAL

The City will provide and pay the cost of a Full Family Dental Insurance program as set forth in the insurance policy covering all maintenance procedures to eighty percent (80%) of reasonable and customary fees, fifty percent (50%) for restorative work subject to a Fifty Dollar (\$50.00) calendar year deductible per individual with a maximum of One Hundred Fifty Dollars (\$150.00) per family.

Benefits for orthodontia, subject to a Fifty Dollar (\$50.00) deductible, with benefits of One Thousand Two Hundred Dollars (\$1,200.00), will be limited to those age nineteen (19) and under.

SECTION 4. OPTICAL

The City will provide the cost of the Full-Family plan as set forth in the policy for a comprehensive optical insurance plan allowing for full vision care subject to a Ten Dollar (\$10.00) deductible at all participating optometrists.

SECTION 5.

Effective July 1, 1984, the City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same hospital, dental and optical insurance policies. Such coverage shall cease after five (5) years, or earlier upon remarriage of the surviving spouse. This coverage is not available if the surviving spouse or children are eligible for equivalent insurance coverage elsewhere.

SECTION 6. PREMIUMS

Increased costs in insurance premiums will be paid by the City.

SECTION 7.

Effective July 1, 1984, the City shall pay the full cost for hospital, dental, optical and life insurance benefits for one year after an employee is laid off from the City of Trenton.

SECTION 8.

The effective date of all insurance policies shall be the next eligible enrollment date after the ratification of this contract by the Union and the City.

SECTION 9.

- A. Effective July 1, 1985, the City shall provide dental and optical insurance for retirees, their spouse, and minor dependent children of the retiree, until the retiree reaches age fifty-five (55).
- B. Effective July 1, 1986 the City shall provide dental and optical insurance for retirees who retire after July 1, 1986, their spouses, and minor dependent children of the retiree, until the retiree reaches age sixty-five (65).

ARTICLE XV (continued)
INSURANCE BENEFITS

SECTION 9. (continued)

- C. Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement health insurance (hospital, dental and optical), including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for health insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The benefits for dental and optical insurance will not be available after age sixty-five (65). The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for equivalent health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the health insurance with the other employment is terminated the retiree may immediately re-enroll on the City health insurance coverage. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

This section does not apply to employees hired prior to January 1, 1996.

SECTION 10. FUNERAL BENEFITS

Funeral expenses up to and including a maximum of Two Thousand Dollars (\$2,000.00) will be paid by the City of Trenton for any employee killed while on the job or in the line of duty, or as a direct result of an injury sustained while on the job or in the line of duty.

ARTICLE XVI
UNIFORM AND FOOD ALLOWANCE

SECTION 1.

Effective July 1, 1994, the City shall pay the sum of Five Hundred Eighty Dollars (\$580.00) per year to all members of the Fire Department for the purpose of purchasing and maintaining the necessary uniforms and clothing required for employment. Effective July 1, 1997, the City shall pay the sum of Six Hundred Thirty Dollars (\$630.00) per year. Effective July 1, 1998, the City shall pay the sum of Six Hundred Eighty Dollars (\$680.00) per year.

These sums will be paid semi-annually on March 1 and September 1 of each year. All uniforms purchased by said employees shall conform to departmental regulations.

ARTICLE XVI (Continued)
UNIFORM AND FOOD ALLOWANCE

SECTION 2.

Effective January 1, 1993 the City shall pay Seven Hundred Eighty Dollars (\$780.00) per fiscal year for a fire fighter's food provided he works a twenty-four (24) hour shift schedule. Effective July 1, 1997, the City shall pay Eight Hundred Thirty Dollars (\$830.00) per fiscal year for a fire fighter's food provided he works a twenty-four (24) hour shift schedule. Effective July 1, 1998, the City shall pay Eight Hundred Eighty Dollars (\$880.00) per fiscal year for a fire fighter's food provided he works a twenty-four (24) hour shift schedule.

Payments of this money will be made quarterly on the following dates: January 1, April 1, July 1 and October 1. Any variances due to starting date and/or termination shall be prorated.

SECTION 3.

It is mutually understood that the payments under Sections 1 and 2 above are made in arrears and are to be prorated as necessary upon the first anniversary date or upon termination of employment.

ARTICLE XVII
HOLIDAYS

SECTION 1.

Effective July 1, 1995, all Fire Department employees on the twenty-four (24) hour day basis shall be paid in a lump sum Two Thousand One Hundred Fifty Dollars (\$2,150.00) for the following holidays: New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, Veterans Day (Armistice), Good Friday and Washington's Birthday.

Effective July 1, 1996, all Fire Department employees on the twenty-four (24) hour day basis shall be paid in a lump sum Two Thousand Two Hundred Fifty Dollars (\$2,250.00) for the holidays referenced.

Effective July 1, 1997, all Fire Department employees on the twenty-four (24) hour day basis shall be paid in a lump sum Two Thousand Three Hundred Fifty Dollars (\$2,350.00) for the holidays referenced.

SECTION 2.

Payment is to be made in the first pay period of each September for each fiscal year.

SECTION 3.

Effective January 1, 1990 Fire Department employees on the twenty-four (24) hour day basis, if called in to work on a holiday, Article XII, Section 2, paragraph 2, will apply.

ARTICLE XVIII RETIREMENT

SECTION 1.

Except as altered by this Collective Bargaining Agreement, eligible employees shall receive retirement benefits in accordance with PUBLIC ACT 345 (Policemen and Firemen Retirement Act).

SECTION 2.

Each eligible employee will retire at the average of the highest annual compensation during a period of three (3) years of service contained within the last ten (10) years of service.

SECTION 3.

For all employees hired prior to January 1, 1996, any member who has 25 or more years of service may leave the service and receive the full retirement benefits payable throughout his/her life as provided, regardless of age.

SECTION 4.

The pension for all members who retire after July 1, 1985 will be increased by ten percent (10%) on the anniversary of the fifth (5th) year of retirement, an additional ten percent (10%) the tenth (10th) year of retirement and an additional five percent (5%) the fifteenth (15th) year of retirement. Each percentage increase is based on the amount of the annual pension payable on the date of retirement.

EXAMPLE: Using a base annual pension benefit of \$100 at time of retirement.

	Retiree's Benefit
Benefit at retirement	\$100.00
Benefit on the anniversary of the 5th year of retirement	\$110.00
Benefit on the anniversary of the 10th year of retirement	\$120.00
Benefit on the anniversary of the 15th year of retirement	\$125.00

SECTION 5.

A surviving spouse or beneficiary shall receive all benefits to which he/she is entitled under ACT 345 as a result of the death of the member/retiree. The benefit payable to the spouse or surviving beneficiary shall increase to reflect the percentage increases set forth in Section 4, above, at the same time that the member/retiree would have received the percentage increase had the member/retiree not died.

ARTICLE XVIII (continued)
RETIREMENT

SECTION 5. (Continued)

Effective July 1, 1988, when a member of this Bargaining Unit attains fifteen (15) years of service, the member's surviving spouse or beneficiary shall be entitled to pension benefits and any other benefits to which he/she is entitled under ACT 345 as a result of the death of the member.

Effective July 1, 1996, when a member of this Bargaining Unit attains ten (10) years of service, the member's surviving spouse or beneficiary shall be entitled to pension benefits and any other benefits to which he/she is entitled under ACT 345 as a result of the death of the member.

SECTION 6.

An annuity withdrawal option for employees covered by this contract will be allowed if it is within the employer's authority to do so.

SECTION 7.

Effective November 20, 1989, "the automatic 60% to surviving spouse benefit" is extended to surviving spouses of deceased fire fighter disability retirees.

SECTION 8.

Effective December 31, 1997, the pension multiplier shall be 2.5% for each year of service, up to a maximum of 80%, for all employees hired prior to January 1, 1996.

SECTION 9.

Effective December 31, 1997, the computation of the Final Average Compensation (FAC) will include only base annual wage, holiday pay, overtime pay and unused vacation leave. The payments received for the following will not be included in the FAC:

- Unused Sick Leave
- Longevity
- Food Allowance
- Clothing Allowance
- EMT license premiums

SECTION 10.

Effective January 1, 1996, new employees will not be eligible for the Act 345 Police and Fire Retirement System. Employees hired after January 1, 1996, will be required to enter a defined contribution retirement system. Operating under Section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee must contribute 6% and the City must contribute 12% of the employee's base wage, excluding overtime and other special payments.

In accordance with the guidelines and requirements of the Internal Revenue Service, the employee will be permitted to make additional contributions into the defined contribution system on a post-tax basis.

ARTICLE XVIII (continued)
RETIREMENT

SECTION 10. (continued)

The portion of the contributions made by the City will not be available to the employee until the completion of sixty (60) months of service with the City of Trenton.

Current employees may elect to be covered by this plan rather than the Act 345 pension plan. Employees wishing to switch plans must inform the City of their decision to do so by the end of the mutually agreed upon window period for such conversion. Such conversion will take place in accordance with the provisions to be identified and approved by the City and Union.

Effective January 1, 1996, all new employees must be at least 55 years of age and have at least 20 years of service solely with the City of Trenton before being eligible for any post-retirement benefits. Employees hired prior to January 1, 1996, are not subject to this post-retirement benefits provision whether or not they choose to convert to the defined contribution retirement system.

ARTICLE XIX
VACATIONS

SECTION 1. DEFINITIONS AND REQUIREMENTS

- A. A working day and/or vacation day is understood to be a continuous 24-hour tour of duty.
- B. The anniversary date for the computation of credit is understood to be March 1 of each year and runs concurrently to the following March 1.
- C. Persons with less than one full year of employment obtained by his first anniversary date shall receive a prorated vacation in accordance with the schedule of benefits. Also, upon termination of employment, vacation benefits will be prorated accordingly.

SECTION 2. SELECTION AND PROCEDURE

- A. An employee's total earned vacation benefit shall be divided, as nearly as possible, into two (2) equal periods, one labeled Summer Vacation Period, and the other labeled Winter Vacation Period.
 - 1. The Summer Period shall run from April 1 to October 1.
 - 2. The Winter Period shall run from October 1 to April 1.
- B. In the case of dividing an odd number of vacation days, this will result in a one day (1) differential between vacation periods. The employee concerned shall be allowed to indicate his preference as to which vacation period he wishes the odd day applied.
- C. Preferred vacation requests must be submitted thirty (30) days in advance of each vacation period, and the final approved preferred vacation schedule shall be posted by the start of the vacation period.

ARTICLE XIX (continued)
VACATIONS

- D. In the event that a person desires a vacation prior to the completion of the final approved schedule, he shall submit his request at least five (5) calendar days prior to the date(s) requested.
- E. Vacation preference shall be on a Departmental seniority basis; provided however that manpower requirements are maintained as indicated by Departmental policy. Seniority preference shall only apply to the final approved schedule.
- F. Employees shall be permitted to choose an entire, or a split, vacation period. (A split vacation period refers to one or more combination of days, equal to the total earned benefit for that period.)
- G. All vacation schedules must be approved by the department head or his designee and changes cannot be made without such approval.

SECTION 3. SCHEDULE OF VACATION BENEFITS

<u>Completed Years of Service</u>	<u>Vacation Days Earned</u>
1	6
2	7
3	8
4	8
5	8
6	9
7	9
8	9
9	10
10	10
11	10
12	11
13	11
14	11
15	12
16	12
17	12
18	13
19	13
20	13
21	14
22	14
23	14
24 or More	16

ARTICLE XIX (continued)
VACATIONS

SECTION 4. EFFECTIVE PERIOD AND VARIATION

- A. Every opportunity will be considered to permit an employee to obtain his vacation during each period. However, should an employee fail to request his vacation in sufficient time, and/or to meet manpower requirements it is understood that the unused days will be considered waived and not be permitted to be carried over to the next period.
- B. Exceptions to (C) above may be permitted in cases of extreme emergency and/or certain unusual conditions.

ARTICLE XX
SICK LEAVE

SECTION 1. DEFINITIONS AND REQUIREMENTS

- A. A working day or sick day is understood to be a continuous 24-hour tour of duty.
- B. The anniversary date for the computation of sick leave credit is understood to be March 1 of each year and runs concurrently to the following March 1.

SECTION 2. ACCUMULATION OF SICK LEAVE CREDITS

- A. Each employee shall be granted ten (10) days per year. Effective March 1, 1994, beginning with the 14th year of service the annual sick leave credit will be reduced to eight (8) days.
- B. Sick days unused may be carried forward with unlimited accumulation.

SECTION 3. CHARGES AGAINST CREDIT

- A. All employees shall be entitled to charge accumulated sick leave for absence from duty because of illness and/or legal quarantine. Sick leave may also be charged in the case of serious illness in the employee's immediate family (spouse and children). The employee must notify the officer in charge by 7:45 a.m. when (s)he is unable to report to work because of illness. Failure to report absence from the first day of illness before the proper time shall be considered an unexcused absence and will be deducted from salary.

ARTICLE XX (continued)
SICK LEAVE

SECTION 3. CHARGES AGAINST CREDIT (continued)

- B. Validation of employee illness or illness in his/her immediate family will be necessary as determined by the following:
1. Seriousness of the illness report
 2. Length of illness period
 3. Frequency of illness reports

Any or all of the foregoing shall be considered mandatory to require proof of illness and/or sufficient reason to be subjected to physical examination by the City Health Doctor before returning to work and approval of sick pay benefits.

- C. Notwithstanding approved leave as permitted by the Family and Medical Leave Act, the length of time chargeable to sick leave due to serious illness in the employee's immediate family as permitted in Section 3(A) and validated in Section 3(B) shall not exceed five (5) days within a twelve month period without prior approval of the Chief and submission of said approval to the City Administration.

SECTION 4. SURRENDER VALUE

- A. Effective July 1, 1985 upon separation of employment or retirement, employees hired after July 1, 1972, shall receive remuneration for unused and accumulated sick days up to a maximum of 150 days at a rate of 50 percent times their current daily rate or fraction thereof.
- B. In the event of death of any employee, the employee's beneficiary(ies) or estate shall receive remuneration for all unused and accumulated sick days at a rate of 75 percent times the employee's current daily rate or fraction thereof.
- C. Effective March 1, 1997, any employee reaching 3,600 hours of sick leave in their sick leave bank may elect to receive payment or place such payment in his/her deferred compensation program for 50% of 1,800 hours subject to the following payment provisions:
1. Such selection shall be made on or before April 1st of the year in which the employees sick bank as of March 1st reaches or exceeds 3,600 hours.
 2. Compensation in the sum equivalent to one-half (1/2) of 360 hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employees selection of this payment.
 3. The employee's total payments shall not exceed the total allowable in Section 4A above throughout the employee's employment with the City of Trenton.
 4. The payment method selected will be made on or before August 15th of each year.

ARTICLE XX (continued)
SICK LEAVE

SECTION 4. SURRENDER VALUE (continued)

5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Section 4A.
7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Section 4A above upon retirement or separation of employment.

SECTION 5.

Persons with less than one full year of employment obtained by the first anniversary date shall receive a prorated leave in accordance with the schedule of benefits; also upon termination of employment, benefits shall be prorated accordingly.

SECTION 6.

Fractional sick time will be permitted and rounded off to the nearest one hour.

ARTICLE XXI
PERSONAL LEAVE DAYS

SECTION 1.

A working day or personal leave day is understood to be continuous 24-hour tour of duty.

SECTION 2.

The anniversary date for the computation of personal leave credit is understood to be July 1 of each year and runs concurrently to the following July 1.

SECTION 3.

Upon the date of hire new employees hired after July 1, 1981 will receive a prorated leave in accordance with the schedule of benefits for that partial year; also, upon termination of employment, benefits shall be prorated accordingly. Personal days shall be approved in advance by the Department Head and/or his designee.

ARTICLE XXI (continued)
PERSONAL LEAVE DAYS

SECTION 4.

All employees hired prior to July 1, 1981 and in good standing shall be granted two (2) personal leave days per year and shall not be cumulative nor prorated. Personal days shall be approved in advance by the Department Head and/or his designee.

SECTION 5.

Fractional personal leave days will be permitted only in portions of 1/3, 1/2, or 2/3 of a working day.

ARTICLE XXII
SPECIAL LEAVES

SECTION 1. FUNERALS

Employees of the City shall be given necessary time off in the event of the death of the employee's spouse. They shall also be given necessary time off in the event of the death of parents, grandparents, foster parents, children, foster children, grandchildren, brothers or sisters of either the employee or the employee's spouse. The Union and the Mayor shall agree on the time allotted for each individual case. If no agreement is reached by the Union and the Mayor then the grievance procedure set forth in Article X shall be followed.

In addition, personal leave time or compensatory leave time up to eight (8) hours will be granted to employees without regard to shift complement for attendance at funeral services for a person not specified above when a close personal relationship is shown.

SECTION 2. MILITARY FUNERAL

The City will permit time off with pay for any veteran attending a military funeral providing the employee is an official member of the burial team. The request for this time off must be made to the Mayor who will determine if the request is to be granted.

SECTION 3.

An extended leave may be granted only in the cases of illness, appointment or election to Union Office or Governmental Service. With the exception of additional leave as allowed under SPECIAL LEAVES, Section 4, no more than thirty (30) calendar days of leave shall be granted.

SECTION 4.

An additional thirty (30) calendar days of leave may be granted only upon the approval of the City and the Union.

ARTICLE XXII (continued)
SPECIAL LEAVES

SECTION 5. JURY DUTY

- A. Employees who are called to serve jury duty during their regularly scheduled working hours as jurors or witnesses shall be paid their full rate of pay for that period of time while on jury duty during their regularly scheduled working hours. Employees shall report back for work after dismissal from the court if scheduled for duty.
- B. To be eligible for the above payment, the employee must endorse over to the City the pay check(s) or money which (s)he receives from the court. In the event the money received by the employee is more than the amount as calculated in Section 5A the excess is to be returned to the employee. Any mileage and other expense money received by the employee on jury duty must be returned to the employee.
- C. Said employee shall not be required to forfeit sick time, due time, vacation or personal leave time to compensate the City for the employee's period of jury duty.
- D. Said employee shall, upon notification of his/her call to serve jury duty as a juror or witness, notify his/her immediate superior at least twenty-four (24) hours prior to reporting for duty.

SECTION 6.

Any employee with three (3) months or more employment with the City, who enlists in or is called into the Armed Forces of the United States of America, shall be given two (2) weeks pay at his/her regular rate of compensation on his/her last day of employment.

SECTION 7.

Any employee who is called into active reserve training in the Armed Forces of the United States of America shall be paid the difference between what he/she earns from the Armed Forces and what he/she would have received had he/she worked, not to exceed two weeks training in any one year.

SECTION 8.

Employees hired during this contract shall receive twenty-four (24) hours compensatory time.

ARTICLE XXIII SENIORITY & PROMOTIONS

SECTION 1.

New employees shall be considered on probationary status for a period of twelve (12) months. During such probationary period, those employees shall be entitled to all rights and benefits under the Agreement except in the event that a probationary employee is terminated, he shall not have recourse under this Agreement or otherwise.

- A. Seniority standing shall be granted to all employees who have successfully completed probationary service. Seniority shall be accumulative from the first day of employment by the City. Effective for employees hired after July 1, 1996, seniority shall continue to accrue from the time an employee is hired until the employee retires or otherwise terminates his employment with the City.
- B. In the event that two (2) or more employees are hired at the same time, seniority shall be allocated by a performance rating system at time of hire.

SECTION 2.

An employee shall lose his or her seniority standing upon voluntary resignation or disciplinary separation from employment with the City.

SECTION 3.

At least ninety (90) calendar days' notice will be given in case of personnel layoff. The employee with the least departmental seniority shall be laid off first. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work if physically capable of fulfilling his/her duties. Call back shall be made by the City by registered mail only (return receipt requested). Employees shall have five (5) days in which to decide if they want to return to work with the City or Fire Department after being called back.

The City agrees to give a ninety (90) day notice in advance of a reduction in manpower if possible.

SECTION 4.

A seniority list shall be presented to the Union within thirty (30) days of the signing of this Agreement and updated as necessary throughout its term.

SECTION 5.

In the event of a vacancy or a new job the senior employee will be given the first opportunity to apply. The employees who apply for a vacant position shall have a thirty (30) working day qualification trial period. Upon successful completion of the thirty (30) working day qualification trial period, (s)he shall acquire equity in the new position. An employee who has successfully completed a trial period for a new position and then decides to change, must return to a former rank classification without a loss of departmental seniority.

ARTICLE XXIII (continued)
SENIORITY & PROMOTIONS

SECTION 6.

Whether or not an employee is qualified for a job will be decided by the department head and the union committee.

SECTION 7.

In the event a vacancy in the Department above fire fighter except Chief is created by retirement, death, resignation, etc., it shall be filled by promotion from within the department. The resulting vacancy in the rank of fire fighter must be filled on a competitive basis as provided for in Trenton City Code, Chapter 24, Article II, Section 24-16 through 24-20.

SECTION 8.

The length of an employee's service with the Armed Forces in the United States during a national emergency or enforced military training, shall be included in the computation of his length of service with the City to determine his status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose his seniority status, but upon termination of such service, he shall be re-employed by the City to the position he held when he left, or to any higher position he could have attained had he been working; provided he has been honorably discharged from the service and reports to work within ninety (90) days after discharge.

SECTION 9. NON-UNION PROMOTIONS

The person who receives a non-union promotion will lose no seniority rights or promotional rights within a five (5) year period after the acceptance to this position. Within a five (5) year period, he may elect to return to his former rank and/or his elevated position if his seniority so warrants. If the employee is rejected by the Department Head within the five (5) year period, he shall return to the ranks in his former position or the position which may have been open to him during the five (5) year absence.

After the five (5) year period, seniority credit for employees promoted to any position outside the bargaining unit shall be frozen and cease to accumulate. If a non-union employee is relieved of his position through demotion and/or other circumstances, only those employees who have not fulfilled age and/or service requirements for a full retirement may return to the ranks.

The employee shall return to the rank allowed by his frozen seniority status and at the next opening or promotion within the department, he may exercise his bidding rights using only his bargaining unit seniority. Length of service in a non-union position shall not be considered.

All other benefits such as vacations, longevity, etc., shall be based on the employee's length of service with the City of Trenton.

ARTICLE XXIV OCCUPATIONAL DISABILITY

SECTION 1. METHOD OF PAYMENT

An employee unable to work because of an injury or disease sustained on the job in the direct line of duty shall receive full pay for twenty-four (24) months with his/her compensation checks being turned over to the City. It is understood that this benefit will be made for the original and not recurring injuries. A different on-the-job injury would be covered by an additional full twenty-four (24) month payment.

SECTION 2. "MAKE-UP PAY"

An employee who, because of compensable injury or occupational disease sustained while on the job working for the City, is unable to perform the major portion of the job, may elect to be employed in other work which he/she can do in his/her own or another department of the City. The rate of pay shall be that of the job he/she can do and is assigned to. Any "make-up" (difference in rate of pay prior to injury and rate of job to which he/she can do on return to work) shall be as prescribed by Compensation Laws.

SECTION 3. FRINGE BENEFITS

During the twenty-four (24) month period (referred to in Section 1 above) beginning from the date of injury, the employee will accumulate all present fringes, i.e., vacation days, sick days, holidays, longevity, etc.

After a twenty-four (24) month period:

- A. The employee will be considered on extended medical leave and will not accumulate sick or vacation days. The employee will not be paid for holidays and personal days. If disability is of a long duration (twenty-four (24) months or more), longevity will be paid pro-rata for the year ending the twenty-four (24) month period and the year in which he or she returns to work, but no payments will be made in between.
- B. It is understood that there will be no loss of seniority during the disability. Upon return to work the employee will receive in the next year the vacation and longevity pay according to his/her length of employment with the City.
- C. Personal days, holidays and vacation days that he/she had earned prior to and through the first twenty-four (24) months of injury will be paid to the employee prior to the end of the twenty-four (24) month period following the injury.
- D. After the twenty-four month period in the case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workers Compensation Law, the employee may elect a salary payment which, with the employee's work disability payment, equals his/her regular net salary (gross pay less Social Security, federal and state tax, and retirement deductions). The total hours necessary to equal this payment will be charged against his/her sick time accumulation for each pay period an employee received this additional payment.

ARTICLE XXIV (continued)
OCCUPATIONAL DISABILITY

SECTION 3. FRINGE BENEFITS (continued)

- E. When an employee receives Social Security Benefits and/or Disability Pension Benefits, all benefits under this section shall terminate immediately as of the date said Social Security Benefits and/or Disability Pension Benefits are made payable.
- F. The City will continue payments on Life and Health Insurance, Optical and Dental, in the manner specified in this Agreement for the duration of his/her disability or until such time as the employee is entitled to (1) complete disability pension or retirement; or (2) Medicare or Medicaid.

SECTION 4. REPORTING

Employees, at their own expense, shall report by phone or in person at least once per week to the Fire Chief regarding their physical condition and any major developments which may occur. This will assure the Fire Chief the opportunity to properly schedule work in the respective operations.

If employees fail to report in accordance with this section, for those weeks' periods wherein employees fail to report employees shall receive only the Workers' Compensation benefit with no additional funding from the City.

ARTICLE XXV
NON OCCUPATIONAL INJURY OR ILLNESS

- A. An employee unable to work because of non-occupational injury or illness will use sick days, accrued personal days, earned vacation days, and compensatory time and will then be classified as on extended medical leave and shall accrue no vacation, sick days, personal days, longevity, etc.
- B. The City will continue payments on Life, Health, Dental and Optical Insurance in the manner specified in this agreement for such an employee for a twelve (12) month period starting from the day on which all accrued leave time is used up.

ARTICLE XXVI
HEALTH AND PHYSICAL FITNESS

The City shall, at its expense, and in conjunction with Trenton City Code Chapter 24, Article II, Section 24-21 "Continuing Employment Standards" covering fire fighters hired after September 15, 1975, provide each fire fighter with an annual physical examination at Seaway Hospital Occupational Health Services Clinic or by an Osteopathic Clinic or a Doctor of Osteopathy if one or the other (Clinic/DO) has been selected by the City and is acceptable to Local #2701. The choice between Seaway OHS Clinic and the Osteopathic Clinic/Doctor will be that of the employee. The aforesaid employees will be required to take and pass such annual physical/medical examination as prescribed by the City Administrative Offices to ensure that the employee is free of any physical or mental condition which would affect required duty performance. Such physical examination will be administered as follows:

ARTICLE XXVI (continued)
HEALTH AND PHYSICAL FITNESS

1. The annual physical examination will be scheduled in conjunction with and as close to the date of agility testing as possible to ensure that those undergoing the agility testing will be in proper physical condition therefore.

The initial physical exam after hire will consist of a basic (clinical) physical only. This shall continue through alternate years. In second and alternate years thereafter, the physical examination will include a chest X-ray, an electrocardiograph, blood work, vision test and, in conjunction with Michigan Occupational Safety and Health Act (MIOSHA) Rule 3502, a pulmonary function test.

- A. If the employee fails any of the required physical examination tests, the employee may consent to other tests which are considered necessary by the physician/facility to clear the employee for fire fighting duty.

Chest X-rays will be given with the complete medical exam every two years or TBC skin testing can be substituted. A lumbar-sacral X-ray will be administered, if the employee agrees, when a medical prognosis indicates the necessity therefore.

2. The physical examination will be authorized through the Personnel Department and scheduled during duty hours between the Personnel Department and the employee's department head or designated representative. When the employee is due for this physical examination, the employee will be notified at least one week prior to scheduling the examination at the facility of the employee's choice.
3. The City will endeavor at all times to maintain the utmost confidentiality. In conjunction with the "Right to Know Act" (ACT 397, Public Acts of 1978) the physical examination will not be included in the personnel file and will thus have limited exposure. The member will have the option of receiving a copy of this physical examination from the City's medical facility upon authorization by the Personnel Department for release of records or may request that the examination results be forwarded to the employee's physician. Unless the member is considered by the medical facility to be unacceptable for continued fire fighting duties, no contact will be made by the employer with the employee.
4. The employee shall be subject to an annual physical fitness test in relation to necessary job performance and skills as described in Appendix A of this Agreement. Professionally acceptable standard evolutions shall be utilized for this evaluation. The evolutions shall be correspondingly graduated to the age of the employee performing the test. Prior to administering the agility test the employee will have been given an annual physical examination as a prerequisite to ensure that the employee is physically fit for agility testing. The Department Head shall, with the aid of any other department personnel, administer the agility test and after recording the score shall forward the results to the Personnel Office for the employee's permanent record. A union representative may be present if requested by the union personnel being tested. As the performance of the agility test is to test the employee's physical fitness and endurance, and the medical examination is to assure that the employee is in good physical health, the employee who does not pass the agility test or who is not medically approved by the designated medical facility for continued fire fighting shall be retested within a 30-day period to determine if any improvement has been made. If the employee again fails to meet the agility requirements the employee shall be placed on a

ARTICLE XXVI (continued)
HEALTH AND PHYSICAL FITNESS

4. (continued)

medically approved exercise program to increase the employee's physical fitness. Failure to meet the physical fitness requirement or to qualify for fire fighting duty in the medical examination within a 120 calendar-day period of the second testing date shall cause the City to follow the procedures as outlined in Sec. 24-21(c) of the City of Trenton Codification, viz: if found failing after re-examination, the employee shall then be subject to compliance as prescribed under the direction of the physician/facility which may or may not preclude active employment until such is corrected. The employee may be placed on sick or medical leave until such deficiency is corrected. If determined uncorrectable by the physician/facility or after all sick benefits have been exhausted, the employee may request disability pension or may be placed on extended medical leave without benefits subject to the conditions in paragraph 6.

5. If such employee can produce medical evidence to the contrary from a licensed physician and at the employee's own expense, he/she will be re-examined by the City's facility/physician at the City's expense. If upon said re-examination the City's physician/facility determines that the deficiency has been corrected, the employee will return to work. If at this time the City's facility/physician does not approve the employee for active fire fighting, the employee's report, together with the City's reports shall be subject to an impartial examination and decision by a third licensed physician selected by the two previous examiners. The expense to obtain the opinion of the third physician shall be borne by the City. The decision of the third physician shall constitute a majority opinion and shall determine the final decision.

Should the third opinion concur with the Fire Fighter's physician and determine that the Fire Fighter was fit for full duty, any benefits which ceased upon the employee's failure to qualify for duty by the City's medical facility will be restored retroactive to the date the report of the Fire Fighter's physician was received in the Personnel Office. Should the third opinion concur with the City's physician/facility and determine that the Fire Fighter is not fit for full duty, the employee shall be subject to the conditions in paragraph 4.

6. If at any time during the following forty-eight (48) months after being placed on extended medical leave without benefits as a result of the above procedure, the employee can produce medical evidence that he/she is able to return to work, the employee may reapply for work by following the procedure established in Section 5. There shall be no loss of departmental seniority and benefits will be reinitiated upon the employee's return.

If after forty-eight (48) months the employee is not able to return, the employee shall be terminated.

ARTICLE XXVII HEALTH AND SAFETY

SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth, by OSHA and MIOSHA, and those set forth by the Joint Safety Committee. A representative of the Union may be designated by the Union as a representative on the Joint Safety Committee. Committee members serve at no extra compensation by the City.

SECTION 2.

When a complaint arises regarding imminent health or safety conditions the first step of the grievance procedure in this contract shall be waived. The safety representative for the Union, the Fire Chief, and the City's representative on grievance matters will meet within a reasonable length of time (not to exceed seven (7) days after receiving the complaint) to discuss the settlement of the health or safety complaint.

Should the complaint not be settled, and it is agreed that additional meetings would be fruitless, Step III of the Grievance Procedure shall be implemented. The intent of waiving portions of the grievance procedure is to expedite and resolve all complaints regarding health or safety.

ARTICLE XXVIII GENERAL


In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of Federal or State Law or City Charter now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

ARTICLE XXIX DURATION

This Agreement shall continue in full force and effect up to and including December 31, 1998. It is hereby agreed, by and between the City of Trenton and the Trenton Fire Fighters Union, Local 2701, IAFF, that in the event that negotiations extend beyond the expiration date of the current agreement, they will continue the agreement in full force and effect beyond the expiration date pending agreement upon a new contract, subject to the right of either party to terminate the extension of the agreement after serving the other party with sixty (60) days written notice of its intent to do so.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 5th day of August, 1996.

CITY OF TRENTON


Thomas W. Boritzki
Mayor


Kyle F. Stack
City Clerk

TRENTON FIRE FIGHTERS UNION,
LOCAL 2701, I.A.F.F.



Terrence H. Chesney



William T. Smith

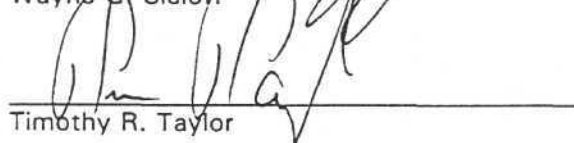

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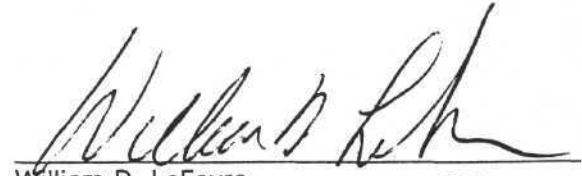

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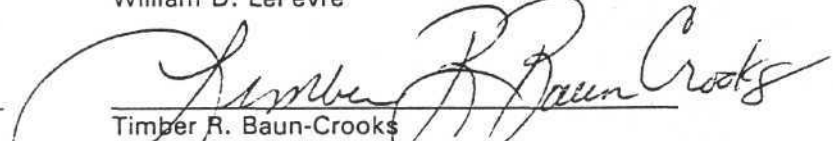
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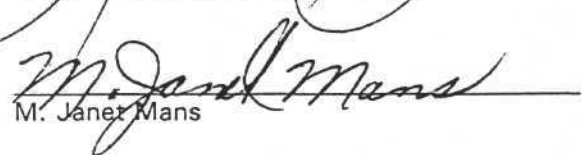

Terrence P. Teifer


Wayne G. Sieloff


Timothy R. Taylor


William D. LeFevre


Timber R. Baun-Crooks


M. Janet Mans

Approved by the Trenton City Council:

August 5, 1996.

**APPENDIX A
TRENTON FIRE DEPARTMENT
FIRE FIGHTING PHYSICAL FITNESS TEST**

The following test will be performed in a manner similar to an obstacle course. Prior to starting the test, the employee shall don complete turn-out gear including air pak and mask. All necessary equipment will be set-up as required.

1. LADDER RAISE AND CLIMB: The fire fighter will raise and extend a 24 foot extension ladder to the roof in the rear of Fire Station 1 over the jail. The fire fighter will ascend the ladder to the roof, proceed from the ladder to the roof, and then descend the ladder to the ground. Employees shall then remove Air Pak and mask for the remaining evolutions. EVOLUTION ADJUSTMENT: AGE 31 +; LADDER RAISE WILL BE AIDED.

2. BALANCE BEAM: The fire fighter will walk the length of a secured beam twenty (20) feet long, and six (6) inches wide, carrying one length of 1 1/2" inch hose, with nozzle. The fire fighter will carry the hose and nozzle the entire length of the beam without falling or stepping off the beam.

3. MAN CARRY: The fire fighter will lift, from the floor, 100 lbs., and carry the weight 100 feet, without stopping.

EVOLUTION ADJUSTMENT: Age 31-35 Weight reduced to 50 lbs.
Age 35 + Weight reduced to 45 lbs.

4. HOSE CARRY: The fire fighter will carry one section of 1 1/2" inch hose with nozzle, up the stairs of Station 1, to the second floor and back down.

5. ROPE PULL: The fire fighter will pull as many feet of rope as possible against a 75 lb. drag or weight. The fire fighter must pull a minimum of 150 ft. of rope to pass.

EVOLUTION ADJUSTMENT: Age 31-35. Minimum of 100 feet of rope
Age 35+. Minimum of 75 feet of rope

COMPLETION OF THE TEST IN THE FOLLOWING GRADUATED TIME ALLOWANCES SHALL BE CONSIDERED AS SATISFACTORY AND PASSING:

AGE 21-26.	APPROX. 5-6 MINUTES
AGE 27-30.	APPROX. 6-7 MINUTES
AGE 31-35.	APPROX. 7-8 MINUTES
AGE 36-40.	APPROX. 8-10 MINUTES
AGE 41-45.	APPROX. 10-12 MINUTES
AGE 46 +	APPROX. NO TIME LIMIT

LETTER OF UNDERSTANDING

This letter of understanding is entered into by and between the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters ("Union") and the City of Trenton ("City"), this 5th day of August, 1991, effective immediately, and incorporates the details of the agreement between both parties regarding the structure and operation of the Intern Inspector Pilot Program.

1. The Intern Inspector Program is designed and will operate as a Pilot Program for one year. A joint review of the program by the parties will be conducted on a quarterly basis.
2. There shall be a minimum of four members of the Trenton Fire Department selected for participation in the Intern Inspector Program by the Fire Chief.
3. Participants shall be selected on a seniority basis.
4. Participants in the program will serve in a newly created classification of "Fire Inspector Intern", with a pay rate as specified herein.
5. Participants shall perform the duties of the Intern Inspector during off-duty hours as scheduled by the Chief.
6. The Chief of the Department will attempt to schedule a minimum of 1,000 hours per year in the aggregate. No minimum number of hours per Participant will be guaranteed for any Participant.
7. The rate of pay for the initial 100 hours worked per Participant shall be \$8.00 per hour. The rate of pay per member shall increase to \$10.00 per hour for all hours worked per Participant, after the initial 100 hours. Effective July 1, 1996, the rate of pay for the Participants in the Intern Inspector Program will be as follows:

Start	\$ 9.00 per hour
100 Hours	\$10.00 per hour
300 Hours	\$11.00 per hour

(See attachment "A").

8. Participants shall be compensated at the rate permitted in Section 7 (g)(1) and (2) of the Fair Labor Standards Act of 1938 as amended and interpreted by CFR 778.115 and 778.419 entitled "Hourly Workers Employed at Two or More Jobs".
9. Any outside training programs attended by the Participant shall be compensated as per current Collective Bargaining Agreement.
10. The duties of the Intern Inspector will be as determined by the Chief.
11. The Intern Inspector Program will be suspended indefinitely if the position of the full-time Fire Inspector (Marshal) is vacant for more than 60 consecutive days or if there is a reduction in the total number of members of the department for more than 90 consecutive days.

LETTER OF UNDERSTANDING (continued)

**ATTACHMENT "A"
USING OFF DUTY PERSONNEL**

One man per day, four men total.

Work one man on day off schedule by Fire Marshal.

Men would work on off time at least 4 hours per day.

Assist and train with Fire Marshal.

After working with Fire Marshal, the Fire Marshal will decide if the inspector is able to do inspections and reports on his own. If so, he will be assigned buildings to inspect.

Wage for position of Intern Inspector:

Start to 100 hours \$8.00 x 1.5 = \$12.00 per hour.

After 100 hours \$10.00 x 1.5 = \$15.00 per hour.

4 hours per day, 5 days per week, 50 weeks per year = 1,000 hours.

Total cost to start this program would be \$15,000.

The program and personnel will be reviewed at 3 months, 6 months, 9 months and 1 year.

IN WITNESS WHEREOF the parties hereto by their signature below certify on this 5th day of August, 1996, that the foregoing is a true copy of the Letter of Understanding by and between the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters and the City of Trenton.

TRENTON FIRE FIGHTERS UNION,
LOCAL 2701, I.A.F.F.:

By: Terrence Chorney

By: John C. Masserant

By: William J. Smith

By: Brian L. Jones

CITY OF TRENTON:

By: John P. Taylor

By: Wayne Steloff

By: Tom P. Taylor

By: William J. Smith

By: Samuel Paul Crutcher

By: Margaret Manna

By: Thomas W. Benfante

LETTER OF UNDERSTANDING

This letter of understanding is entered into August 5, 1996, by and between the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters ("Union") and the City of Trenton ("City").

The City and Union mutually agree to the following :

1. The City's existing residency requirement under Section 24-18 (c) is, during the term of this agreement, modified to require employees hired on or after January 1, 1996 to establish and show proof of residency not later than 6 months following the successful completion of the employee's probationary period.
2. This modified requirement shall remain in effect during the term of this agreement unless otherwise changed or modified by future negotiations or by specific action of the legislature of the State of Michigan .

IN WITNESS WHEREOF the parties hereto by their signature below certify on this 5th day of August, 1996, that the foregoing is a true copy of the Letter of Understanding by and between the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters and the City of Trenton.

TRENTON FIRE FIGHTERS UNION,
LOCAL 2701, I.A.F.F.:

By: *Terence Chesney*
By: *John C. Massarant*
By: *William J. Smith*
By: *Bobby Jones*

CITY OF TRENTON:

By: *Charles A. Smith*
By: *John D. G.*
By: *Wayne G. Kelly*
By: *T. P. Taylor*
By: *William D. Lichten*
By: *Samuel Paul Curtis*
By: *M. Janet Mend*

LETTER OF UNDERSTANDING

This letter of understanding is entered into August 5, 1996, by and between the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters ("Union") and the City of Trenton ("City").

1. The City and Union recognize the mutual benefit to be achieved from health care cost containment.
2. It is mutually agreed that discussions concerning health care cost containment and issues involving employee health will continue outside of the contract negotiation setting.
3. These discussions will include:
 - a. Health Care Cost Containment
 - b. Health Related Issues:
 1. family health issues
 2. substance abuse (drug & alcohol)
 3. weight and exercise
 4. other health related issues
4. Any issue that will impact previously negotiated contract provisions will be subject to mutual agreement and ratification by both parties.
5. A committee will be established consisting of two Union members and two Management members.
6. In the case of employee assistance programs, any programs instituted will be voluntary and employee confidentiality will be maintained.

IN WITNESS WHEREOF the parties hereto by their signature below certify on this 5th day of August, 1996, that the foregoing is a true copy of the Letter of Understanding by and between the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters and the City of Trenton.

TRENTON FIRE FIGHTERS UNION,
LOCAL 2701, I.A.F.F.:

By: Terrence H. Chesney
By: Jacob C. Mauerant
By: William J. Smith
By: Baker L. Dixon

CITY OF TRENTON:

By: Thomas W. Reynolds
By: J.P. Taylor
By: Tim Hall
By: Wayne E. Fisher
By: James R. DeLoach
By: William J. ...
By: M. Jane Mans

AMENDMENT OF LETTER OF UNDERSTANDING

In accordance with the original agreement and letter of understanding on Advanced Life Support No. 8, which permits mutually agreed to changes, the City of Trenton and the Trenton Fire Fighters Union, Local 2701, I.A.F.F., agree to the following modification of the original agreement and letter of understanding:

1. The following named individuals will be permitted to have a last opportunity to participate in advanced life support training classes and clinicals based upon there previously completing their training for specialist certification and not having initially started the advance training:

T. Chesney
M. Hollandsworth
J. Menna
L. Davis

These individuals if they choose to continue and complete the additional necessary training will be compensated in accordance with No. 3 of the original agreement and letter of understanding.

2. The following named individual will be permitted to have a last opportunity to participate in advanced life support training classes and clinicals in order to re-qualify for the opportunity to take the State of Michigan ALS exam:

R. Benedetti

This individual, if he chooses to continue and complete the additional necessary training, will be allowed to be released from duty for the required number of hours on those days when training occurs during his regular shift schedule. Time spent in classes or clinicals outside of the regularly scheduled shift will not be compensated.

The employees listed above will be required make their respective choice in writing to the Fire Chief prior to January 1, 1996.

TRENTON FIRE FIGHTERS UNION,
LOCAL 2701, I.A.F.F.:

By:

By:

By:

By:

CITY OF TRENTON:

By:

By:

By:

By:

By:

By:

By: