

CITY OF WALLED LAKE
PROFESSIONAL FIRE FIGHTERS ASSOCIATION
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Walled Lake, City of

May 22, 1997

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**CITY OF WALLED LAKE
WALLED LAKE PROFESSIONAL FIRE FIGHTERS ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into on the th day of , 1997 and shall be in effect for years commencing July 1, 1996, to and including June 30, 2000, by and between the City of Walled Lake, hereinafter referred to collectively as the "Employer," and the Walled Lake Professional Firefighter's Association and Michigan Association of Firefighters, hereinafter referred to as the "Union." It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and employees which will best serve the citizens of the City of Walled Lake.

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the exclusive representative of the full-time Fire Fighters and the Fire Marshall of the City of Walled Lake Fire Department for the purpose of collective bargaining with respect to rates of pay, salaries, hours of employment in the following bargaining unit for which it has been certified and in which the Union is recognized as collective bargaining representative, subject to and in accordance with, the provisions of Act 336 of the Public Acts of 1947, as amended.

All full-time Fire Fighters and the Fire Marshall of the Walled Lake Fire Department, excluding all casual and temporary employees, the Fire Chief, on-call team leaders and on-call Firefighters and all other employees.

It shall be considered a violation of this Agreement for employees or groups of employees or anyone acting in their behalf to approach the Manager, the Mayor or City Council, except as set forth in this Agreement, concerning any matter which is a subject of the collective bargaining agreement between the City and the Union, or which is a grievance under the grievance and arbitration procedure.

ARTICLE II - NO-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or disability. The Union shall share equally with the City, the responsibility for applying this provision of this Agreement.

Any matter in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court, or administrative agency, involving issues claimed or raised in a grievance shall not be subject to arbitration unless a court of competent jurisdiction rules that the grievant must first exhaust his/her administrative remedies.

ARTICLE III - MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge, or discipline, and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except the Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of departments' operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement. All rights and responsibilities of the Employer are subject to the rights provided to the Union and employees which emanate from the language of this agreement.

ARTICLE IV - SENIORITY

SECTION 1 New Employees. New employees may acquire seniority by working six (6) continuous months in which event the employee's seniority will date back to the date of most recent hire into the Department. (See probationary extension Article XIII, Section 2.) When the employee acquires seniority, his name shall be placed on the seniority list in the order of his seniority date. An up-to-date seniority list shall be furnished to the Union every twelve (12) months.

An employee shall be terminated and lose his seniority for the following reasons:

- A. If the employee resigns or retires.
- B. If the employee is discharged and not reinstated.
- C. Is absent without a reasonable excuse acceptable to the City for three (3) consecutive working days and without notice to the City of such excuse within three (3) days or a reasonable excuse for failing to so notify the City within the three (3) days.
- D. If the employee does not return to work at the end of an approved leave.
- E. If the employee does not return to work when recalled from a layoff.
- F. For any approved leave of absence except for the first thirty (30) days thereof.
- G. Is laid off for a period of more than one (1) year.

SECTION 2. It shall be the responsibility of each employee to notify the City Clerk's Office of any change of address or telephone number within five (5) calendar days. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to the employee.

ARTICLE V - PROBATIONARY PERIOD

SECTION 1. Seniority. Employees who have not completed their probationary period of service with the Department shall have no seniority right during such probationary period, but shall be subject to all other clauses of this Agreement, unless specifically excluded. All employees who have worked six (6) months with the Department shall become regular employees. Upon the satisfactory completion of the probationary period and effective date of this contract, the probationary period shall be considered part of the employee's seniority provided, however, the City shall have the right to terminate without compliance with the terms of the Agreement, the employment of any such new employee within six (6) months from the commencement or extension of the probationary period. New employee's seniority will date back to the date of most recent hire into the department.

SECTION 2. Holiday Compensation. Probationary employees shall not be entitled to paid holidays until they have completed 150 days of employment prior to the holiday. However, if an employee is scheduled to work on a scheduled holiday during the 150-day employment, he shall be entitled to holiday pay.

ARTICLE VI - DUES CHECK-OFF

SECTION 1. The Employer agrees to deduct the Union membership initiation fees and dues, once each month, from the pay of those Employees who individually authorize in writing that such deductions shall be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer, within fourteen (14) days after the deductions have been made.

SECTION 2. An employee shall cease to be subject to checkoff deductions beginning with the month in which he is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon written notice to the Employer and the Union fifteen (15) days prior to the expiration of the Agreement.

Any employee of the City who is covered by this Agreement who is not a member of the Union and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues.

In the event an employee refuses to meet his/her obligation to pay either Union dues or a service fee as set forth above, the Union shall notify the employee, in writing with a copy to the City, of its intent to seek the suspension of the employee. Such notice must be provided at least fourteen (14) days prior to the suspension.

Upon written notice from the Union to the City that an employee has failed, neglected or refused to tender dues to service charges to the Union, the City shall immediately suspend the employee without pay for a period not to exceed fifteen (15) days. If the employee has not made all required payments to the

Union with the fifteen (15) day period of suspension, the City, shall immediately thereafter terminate the employee's employment with the City. The employee shall have no right to the grievance procedure under this provision.

SECTION 3. 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 by the Employer for the purpose of complying with this article. All claims made against the City for errors committed by the City must be submitted to the City Manager within fifteen (15) working days or the error will stand.

ARTICLE VII - BASIS OF REPRESENTATION

SECTION 1. There shall be two (2) stewards, one of whom shall be designated as the Chapter Chairman. The alternate may act as a steward only in the absence of the steward. The steward and his alternate may act only within their own department. The Chapter Chairman and the steward will be permitted to leave their work after obtaining approval of the Fire Chief or his designee. The steward and the Chapter Chairman shall record their time for the purpose of adjusting grievances under Article XIX and for reporting to the grievant a change in status of his grievance. Permission for the chapter Chairman and the steward to leave their work stations will not be unreasonably withheld. The Chapter Chairman and the steward will report their time to their supervisor upon returning from a grievance discussion.

The privilege of the Chapter Chairman and the steward to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

For purposes of allowing the Chapter Chairman to attend meetings of the Union Executive Board, the Chapter Chairman (no more than once each month) may request to be allowed to trade shifts with another employee; provided that: the chapter Chairman must submit a written request at least two (2) weeks in advance, the Chapter Chairman will still be responsible for his scheduled shift and the Chapter Chairman will be responsible for trading the shift with the other employees and notifying the Department of the name of the employee at the time the written request is filed. It is understood that under no circumstances will the City incur any overtime pay liability to any employee by reason of shift trade.

SECTION 2. There shall be a grievance committee consisting of the Chief Steward and one other member to be selected by the Union and certified in writing to the Employer.

The Employer shall meet whenever necessary at a mutually convenient time with the Union Grievance Committee. The purpose of the Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues which would improve the relationship between the parties.

ARTICLE VIII - DEFINITIONS

Section 1: DAY: Effective on the day that the current contract is signed, the term "day" as it applies to a sick day, vacation day, holiday, or personal day will be equal to 24 hours for employees assigned to a twenty-four hour shift. For short-term, long-term or worker's compensation, a twenty-four hour shift employee will be considered to be on a normal forty (40) hour week schedule and "day" will mean eight (8) hours.

.Section 2: POSITION CLASSIFICATION: Any fire fighter who has received certification from the State of Michigan as a "Fire Officer" shall be reclassified to the position of Fire Officer. For purposes of this contract the term "Fire Fighter" shall refer to either Fire Fighter or Fire Officer depending on their present classification.

Fire Fighter: An individual who has completed Fire Fighter II Training as certified by the State of Michigan.

Fire Officer: An individual who has completed Fire Officer training as certified by the State of Michigan.

ARTICLE IX - DUTY-CONNECTED DISABILITY

An employee who is disabled and unable to work because of a duty-connected illness or injury shall be entitled to receive one hundred (100%) percent of his regular pay, excluding deductions for Federal Income Tax, State of Michigan Income Tax, Federal Insurance Act/FICA and Medicare, to include sums received by way of weekly benefits under Michigan Workers' Compensation Law, or any other disability income insurance program available to the employee, through a benefit from the Employer, for the period of his disability but not to exceed one (1) year from the date of illness or injury.

If an employee is disabled longer than one (1) year, he shall be entitled to receive whatever weekly benefits are available under Michigan Workers' Compensation Law, Social Security and/or the MERS retirement plan but not to exceed one hundred (100%) percent of his regular pay at the time of disability. Health insurance benefits at the same level of coverage in effect at the time of disability will be continued until such time as employee would have been eligible for normal retirement under terms of this contract. At that time, the regular stipend amounts would apply.

ARTICLE X - FUNERAL LEAVE

In case of a death occurring in the employee's immediate family requiring his absence and during a duty period, the employee shall be granted a leave of absence with pay for such period, not to exceed six (6) calendar days, as will be necessary in the particular circumstances.

Immediate family is defined as follows:

1. Employees' wife, husband
2. Child, brother or sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the employee's household
5. Mother-in-Law and/or Father-in-Law
6. Step-parents and step-children

ARTICLE XI - VACATIONS

SECTION 1. Schedules. Each regular employee who has been in continuous service with the City shall receive a vacation based upon the employee's anniversary date in accordance with the following schedule. Vacation time should be credited and deducted in the terms of hours as follows:

Seniority as of Anniversary Date	<u>Maximum Vacation</u>	
	<u>8 hr Work Day</u>	<u>24 hr. Work Day</u>
Under one (1) year	None	None
Over one (1) year but under 4 years	80 hours	144 hours
4 years but under 9 years	120 hours	216 hours
9 years and over	160 hours	288 hours

These shall be regularly scheduled work days.

SECTION 2. PERIOD FOR TAKING VACATIONS. Except as provided below, vacations must be taken during this annual period beginning with the employee's anniversary date and may not be carried over to the next year. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the City. Vacations will be taken in periods of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken. If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, the remainder of his vacation will be rescheduled at his request. In the event that the employee is prevented by the City from taking any or all vacation in which he is entitled in any one year because scheduling such vacation would drastically interfere with the operations of the Department or for other good reason, the Fire Chief may allow such unused vacation to be taken during the following year or pay the employee for his vacation time at his regular straight-time rate of pay. In the event the Chief allows such vacation to be carried over and if permission to take the unused vacation the subsequent year is not granted, the employee shall be paid for the unused vacation at straight time.

SECTION 3. VACATION WILL BE SCHEDULED BY THE CITY. There will be two vacation periods as follows:

- A. Summer (months of April-September of each year); and
- B. Winter (months of October-March of each year).

In order to determine employee preferences, employees are required to submit a written application stating their first and second choices for each vacation period and submit the application to the Chief. Applications for summer vacation must be submitted during the month of February. The City will post the summer vacation list by March 10th of each year. Applications for winter vacation must be submitted during the month of August. The City will post the winter vacation list by September 10th of each year. When authorized by the City, the employee may change his requested vacation period. The Chief may, when in the Chief's opinion it is necessary for the efficient operation of the Department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period. In the event an employee does not submit an application during the required months (February and August), he may thereafter file such application, but it must be filed no later than thirty (30) days prior to the requested vacation period. Such application shall be approved or denied by the City within five (5) regularly scheduled work days (i.e., Monday, through and including Friday, but excluding holidays) of the receipt of the application. The posted vacation list will take precedence over such application.

If more requests for a vacation on a particular date are received than can be granted, preference for vacation will be allocated on the basis of his seniority for those who turn in the application during the required month. Those who apply after the required month will be assigned vacations on the basis of first come, first served.

In the event any employee fails to submit a request for vacation, the Department shall schedule the employee's vacation.

ARTICLE XII - HOLIDAYS

SECTION 1. The following days shall be considered recognized and observed paid holidays:

- | | |
|---------------------------|---------------------------|
| 1. Fourth of July | 8. New Year's Day |
| 2. Labor Day | 9. Lincoln's Birthday |
| 3. Thanksgiving Day | 10. Washington's Birthday |
| 4. Day after Thanksgiving | 11. Employee's Birthday |
| 5. December 24th | 12. Columbus Day |
| 6. Christmas Day | 13. Memorial Day |
| 7. December 31st | 14. Veteran's Day |

SECTION 2. ELIGIBILITY. To be eligible for holiday pay, the employee must work his scheduled day prior to the holiday and after the holiday, except that employees on vacation or approved sick leave shall qualify for holiday pay.

For all holidays worked or not worked, the subject of the terms of the above paragraph, employees shall be paid at straight time rates in one lump sum payment the last pay period in November of each year.

To be eligible for full holiday pay, members shall have been employed by the City during the full holiday period from Christmas to Thanksgiving. If not so employed in the Department, said member shall be paid

only for the number of holidays actually accrued during the period of employment and in accordance with other sections of the contract. For purposes of lump sum payout, holidays will be paid at eight (8) hours per day based upon a pay rate of two thousand-eighty (2,080) hours per year.

ARTICLE XIII - SICK LEAVE

SECTION 1. Each employee shall be credited with his accumulated sick leave time shown on the records of the City on July 1, 1975, and will be credited with one (1) day per month thereafter, but accumulation of sick leave days cannot exceed a total of 100 days. If an employee is absent due to illness or injury for three (3) or more consecutive days and does not provide a "return to work" authorization from a doctor, the City may require the employee to be examined by a doctor of the City's choice prior to the employee returning to work and the City shall pay the cost of said examination.

SECTION 2. Current Fire Fighters will receive one hundred (100%) percent of accumulated sick leave upon retirement or death. This section applies to employees hired prior to the signing of the current contract (January, 1994). In the event of death, the amount shall be paid to the Fire Fighter's designated beneficiary.

SECTION 3. Employees shall be entitled to absence without loss of pay for sickness or other good cause upon request by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when personal illness or injury prevents the employee from performing his assigned duties or because of an illness to a member of the employee's immediate family residing in the employee's residence.

SECTION 4. In order to be eligible for compensation while on sick leave, the employee must be at his residence, at a hospital, at a physician's office, or receiving or obtaining treatment.

This provision is subject to the understanding that if an employee suffers from a continued mental or physical condition which prevents the employee from performing his/her normal job duties, the employee will be exempt from the requirements of this provision, provided that the employee must submit supporting medical evidence in advance and the City physician must concur in the determination that the employee is unable to perform his/her normal job duties. Any difference of opinion between the employee's physician and the City's physician shall be resolved by the opinion of a third physician who is selected by concurrence of the City's physician and the employee's physician. The City and the employee shall split the cost of the third physician and his opinion shall be binding on the City and the employee.

SECTION 5. Effective July 1, 1989, any sick leave days accumulated and earned after July 1, 1986, over the one hundred (100) day limit will be paid the first pay period in July.

ARTICLE XIV - PROBATIONARY EMPLOYMENT

SECTION 1. SICK LEAVE. New employees shall begin accumulating sick leave days at the rate of one (1) day per month from the date of hire, but shall not be entitled to take such days until after the

probationary period. Time off for sickness shall be deducted from the employee's pay during the probationary period.

Probationary employees shall not be entitled to paid sick leave until they have completed 180 days of continuous employment in the Department. At the completion of 180 days of continuous employment, cumulative sick leave days shall be computed from the original date of most recent employment in the Department.

SECTION 2. PROBATIONARY PERIOD EXTENSION. Employees shall serve a six (6) month probationary period. No later than fifteen (15) days prior to six (6) months, they will be evaluated by the Department Head on a form prepared by the City.

The Fire Chief shall extend the probationary period for an additional six (6) months if, in his judgment, he is not able to adequately evaluate the employee.

ARTICLE XV - LONGEVITY PAY

In addition to the pay provided for herein, the employee shall receive on the first pay period after his employment anniversary date, a sum equal to the percentage of his actual base pay for the year ending on his anniversary date. Employees hired after September 1, 1994 will not receive longevity pay until they reach five years seniority.

<u>HIRED AFTER 9-1-94</u>		<u>HIRED PRIOR TO 9-1-94</u>	
<u>Seniority</u>	<u>Percentage of Pay</u>	<u>Seniority</u>	<u>Percentage of Pay</u>
Less than 5 Years	None	Less than 3 Years	None
5 Yrs. but less than 10 Yrs.	3%	3 Yrs but less than 10 Yrs	3%
10 Yrs but less than 15 Yrs	4%	10 Yrs but less than 15 Yrs	4%
15 Yrs or More	5%	15 Yrs or More	5%

ARTICLE XVI - UNIFORM ALLOWANCE

SECTION 1. If an employee is required to wear a uniform, he shall receive a uniform allowance. The uniform allowance for Fire Fighters shall be \$600 for fiscal year 1996-97 and \$750 per fiscal year thereafter. The City will provide patches if required by the Department.

The employee may draw against the uniform allowance for the replacement of parts of his official uniform by requesting purchase orders therefore from the City Manager. If, at the end of any fiscal year, any employee has not expended his clothing allowance, the balance remaining his account, but not to exceed \$200.00, may be used to reimburse him for the expense of cleaning his uniforms during the fiscal year, provided he shall submit bills supporting his claim for cleaning reimbursement. All uniforms and

equipment remain the property of the City.

SECTION 2. An employee must turn in to the City all used uniforms/equipment for which the employee requests replacements.

SECTION 3. All uniforms and equipment must be turned in to the City at the time of termination from employment. The City may deduct the cost of the uniforms/equipment not so returned to the City from the employee's final paycheck(s).

SECTION 4. The cost of any changes in the uniform, which changes are directed by the City, will be at the expense of the City, without deduction from the employee's uniform allowance. The cost of changes in the uniform, which are recommended by the Uniform Committee and adopted by the City, shall be deducted from the employee's uniform allowance.

ARTICLE XVII - RETIREMENT

SECTION 1. Effective July 1, 1995, the City shall provide the Walled Lake Professional Fire Fighters Association represented by the Michigan Association of Firefighters the Michigan Municipal Employees Retirement System (MERS) Plan B-3, with an unreduced retirement allowance at age 55 with 25 years of service to the City of Walled Lake, based upon the following terms and conditions:

- A. Effective July 1, 1995, all Association members shall contribute four and one-half percent (4.50%) of their wages paid (exclusive of any annual sick leave pay-out) toward the cost of this pension plan. These payments will be made by payroll deduction, and shall be authorized on forms provided by the City and signed by the Association member.
- B. The Walled Lake Professional Fire Fighters Association represented by the Michigan Association of Firefighters and the City of Walled Lake shall seek no further changes, in collective bargaining or otherwise, in the pension plan provided hereunder or under successor collective bargaining agreements, before July 1, 2005. This shall not preclude the Michigan Association of Police from commencing negotiations before that date regarding further changes in the pension plan to be effective after July 1, 2005, nor shall it preclude the parties from mutually agreeing to modify the pension plan.

SECTION 2. The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the employees electing to participate.

SECTION 3. Upon retirement, the City shall present an employee with his/her duty badge, and a retiree badge with proper identification.

ARTICLE XVIII - BENEFITS

SECTION 1. MEDICAL-HOSPITALIZATION. The City shall provide for each employee and his family, Blue-Cross/Blue Shield MVF-I coverage with Master Medical Blue Cross/Blue Shield coverage, including chiropractic care or equivalent thereof.

SECTION 2. PRESCRIPTION DRUG PROGRAM. The City shall provide Michigan Blue Cross/Blue Shield Preferred RX Prescription Drug Program Benefit or the equivalent thereof, covering the employee and members of his immediate family, but not including family continuation service, under the FC Rider with \$3.00 deductible per prescription.

SECTION 3. VISION CARE PLAN. The City shall provide Michigan Blue Cross/Blue Shield Vision Care Plan VCA 80 covering the employee and the members of his immediate family, but not including family continuation service

SECTION 4. DENTAL PROGRAM. The City shall provide the Comprehensive Preferred Dental Plan CR 20-20-20, OS-50, MBL \$1,000 for each employee and member of his immediate family as defined in the program or the equivalent thereof.

SECTION 5. LIFE INSURANCE. Each full-time employee who qualifies shall receive the life insurance benefits to which he is entitled under the City's present insurance program being 1.25 times the employee's salary plus \$5,000 to a maximum of \$100,000.

SECTION 6. UNEMPLOYMENT INSURANCE. The City will provide unemployment insurance for members of this bargaining unit in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

SECTION 7. FALSE ARREST INSURANCE. The Employer shall provide to each employee covered by this agreement, a policy of false arrest insurance. The premiums of such insurance will be paid by the City.

SECTION 8. SICKNESS AND ACCIDENT INSURANCE. The City will provide coverage for loss of income due to sickness and accident based upon the following:

Short-term Disability: Seventy (70%) percent of weekly earnings to a maximum of one hundred fifty (\$150.00) dollars per week less any amounts received or are entitled to under the mandatory portion of any "no-fault" motor vehicle plan and/or any state compulsory benefit act or law. Benefits begin the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability: Sixty (60%) percent of basic monthly earnings not to exceed two thousand (\$2,000.00) dollars, less any other income benefits. Minimum benefit is the greater of one hundred (\$100.00) dollars to ten (10%) percent of the monthly benefit before deductions for other income benefits. Benefits begin after ninety (90) days and would continue for a maximum of sixty (60) months thereafter.

If after the first ninety (90) days of sickness or injury, the employee still has accumulated sick leave, the City shall continue to pay to the sick or injured employee a sum, which when added to his benefits under the sickness and accident policy, will equal his regular weekly take home pay on the basis of his average standard workweek, exclusive of overtime, at the time of injury.

Payments by the City shall be charged against the employee's accumulated sick leave, which shall be used up based upon the actual ratio of the City's contribution to full pay. After the exhaustion of sick leave credits, further payments shall consist only of benefits under the sick and accident indemnity policy. This section does not apply to compensable sickness or accident which are provided for under Section 9.8 of this contract.

This section does not apply to compensable sickness or accident which are provided for under Article VII of this Agreement. If after the first ninety (90) days of sickness or injury, the employee still has accumulated sick leave, the City shall continue to pay to the sick or injured employee, a sum, which when added to his benefits under the sick and accident policy, will equal his regular take home pay on the basis of his average workweek, exclusive of overtime, at the time of the injury.

Payments by the City shall be charged against the employee's accumulated sick leave which shall be used up based upon the actual ratio of the City's contribution to full pay. After the exhaustion of sick leave credits, further payments shall consist only of benefits under the sick and accident indemnity policy.

SECTION 9. Effective July 1, 1990, the City will establish a fund for the purpose of paying a health insurance premium stipend for eligible retirees in good standing under the City's retirement system and (a) who are at least fifty-five (55) years of age; and (b) who have at least twenty-five (25) years of seniority in the City's FIRE or Fire Departments on the date of retirement.

- A. The level of coverage provided shall be the same as that then provided to employees.
- B. The City's stipend payment will be made for the eligible employee and his/her lawful spouse, from the date the employee is first eligible under this Article until the date the payments cease under the MERS Pension Plan.
- C. There shall be a coordination of benefits with any other health insurance acquired from any source, other than employment, held by the retiree or the retiree's spouse. The City's insurance plan shall be considered the secondary insurance.
- D. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program). The sole obligation of the City is to contribute to the cost of premium payments as set forth herein. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier.

- E. Any funds established by the City shall be vested in the City, and no employee covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the City. Furthermore, the City reserves the right to change providers.
- F. The City's payment for the eligible retiree's health insurance premium under this Article is limited to Three Hundred Dollars (\$300) per month until employee reaches age sixty-five (65) when medicare is available and then reverts to One Hundred Fifty Dollars (\$150) per month.
- G. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse, is actively employed by another Employer and covered by his/her employer's health insurance program.
- H. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement.

SECTION 10. UPON RETIREMENT UNDER ARTICLE XVI - RETIREMENT. An employee may, upon approval of the insurance carrier, continue to participate in the Medical-Hospitalization and Prescription Drug Program for the employee and family at the prevailing current group rates by depositing the monthly premium one (1) month in advance with the City Treasurer. This provision is subject to the terms and conditions specified by the insurance carrier. Conditions and terms specified by the insurance carrier shall be provided in writing to the retired employee. If retired employee is rejected by the carrier, the carrier shall notify the retired employee in writing.

SECTION 11. Employees who voluntarily opt out of the City's Blue Cross/Blue Shield or Health Alliance Plan Health and/or Dental Insurance coverages will be eligible for a stipend payable on the 15th day of the month. The stipend shall be computed on the basis of one-half (1/2) of the monthly premium for the employee for the preceding month, provided the employee declines such coverage for the entire preceding month. The type of coverage utilized for this computation will be the type of coverage (i.e., Blue Cross/Blue Shield or Health Alliance Plan) provided to the employee on December 1, 1990. for those employees who first become eligible for health insurance coverage after December 1, 1990, the type of coverage utilized for this computation will be the type of coverage offered by the City carrying the lowest premium at the time the calculation is made.

To be eligible for the stipend, the employee must provide proof of health insurance from another source, and sign an insurance waiver provided by the City. The employee may resume coverage under the City's insurance subject to the approval of the insurance carrier.

SECTION 12. The City agrees to provide flu, tetanus, hepatitis, and TB shots or any costs not covered by health insurance including deductibles during the month of October (flu) for all employees who desire such shots.

SECTION 13. In order to maintain a professional department, the City promotes policies and programs designed to provide training for Fire Fighters to enable them to better service the community.

This tuition reimbursement policy for Fire bargaining unit members has been developed for those members who wish to pursue the completion of a four (4) year undergraduate college degree program in Law Enforcement, Criminal Justice, Fire Sciences or Public Administration, whereby the City will pay One Hundred (100%) percent of the cost of tuition and registration fees as outlined below.

To the extent possible, the City agrees to send Fire Fighters to the various Fire Schools.

Tuition paid by officers to Michigan colleges or universities for courses in the fields of Law Enforcement, Criminal Justice, Fire Sciences, or Public Administration will be reimbursed by the City, subject to the following limitations:

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees. The employee will also be responsible for purchase of textbooks, lab fees and related materials. Furthermore, employee must prior to requesting reimbursement, complete the City tuition reimbursement application form for cost approval and tuition payment.
2. Reimbursement is available only to candidates for completion of undergraduate Criminal Justice, Law Enforcement, Fire Science, or Public Administration degrees, and is not available to candidates for advanced degrees.
3. Both schools and course must be approved in writing by the City Manager prior to enrollment. Approval shall not be unreasonably withheld.
4. The Fire Fighters must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.

ARTICLE XIX - PERSONAL BUSINESS DAYS

An employee shall be entitled to absence without loss of pay for personal business, not to exceed four (4) days in each fiscal year. Eight (8) hour employees will be given thirty-two (32) hours of personal business time and twenty-four (24) hour employees will be given ninety-six (96) hours of personal business time in each fiscal year. Except in cases of extreme emergency, forty-eight (48) hours advanced notice shall be given by the employee to the Supervisor. A request to use a personal day(s) shall be approved or denied by the City within five (5) regularly scheduled work days (i.e., Monday through and including Friday, but excluding holidays) of the receipt of the request. Unused personal business days shall be added to the employee's accumulated sick leave at the end of the fiscal year, subject to the limitations upon accumulation set forth in Article XII. During the period of change-over from the calendar year to fiscal year, employees shall be entitled to no more than four (4) days in either calendar or fiscal year. Such personal days shall not be considered as extensions of vacation or sick time. Such personal days shall not be taken in conjunction or consecutively with an established City holiday. In most cases the scheduling or taking of a personal business day shall not cause the payment of overtime. It will

be at the discretion of the Fire Chief as to whether overtime will be allowed in order that the personal time can be scheduled or taken.

ARTICLE XX - DISCIPLINARY PROCEDURE, DISCHARGE AND DISCIPLINE

If the employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 1. CAUSE FOR DISCIPLINE OR DISCHARGE. No member of this bargaining unit shall be disciplined or discharged except for just cause. While it is not possible to detail in this contract specific discipline for every contingency, it is understood that discipline imposed shall be reasonable, and that an employee shall not be discharged, except in extreme cases, unless that have been several previous offenses for which discipline or warning have been imposed.

SECTION 2. PAST INFRACTIONS. In imposing any discipline on a current charge, the City will not take into account any prior infractions which occurred more than two (2) years previously, unless such prior infractions would have justified suspension of the employee at the time or unless the discipline imposed at the time involved a period of probation extending more than a period of two (2) years.

SECTION 3. NOTIFICATION OF DISCIPLINE OR DISCHARGE. When any employee is discharged or suspended, the City shall notify the Steward in writing of said action taken. Said notification is to be delivered to the Steward within five (5) working days after imposition of said discharge or discipline. Provided, however, that failure to give such notice shall not affect the validity of such discharge or discipline.

SECTION 4. EMPLOYEE'S RIGHTS. The discharged or disciplined employee will be allowed to discuss the discharge or suspension with the Steward within five (5) working days after the effective date of such action taken and the City will make available an area where he may do so before he is required to leave the property of the City. Upon request, the Department Head will discuss the discharge or discipline with the employee and the Steward.

Upon request, the City shall provide the Union with copies of all documents, statements, audio tapes, video tapes, etc. upon which the City relied to make any decision to discipline or discharge an employee.

SECTION 5. APPEALS FROM DISCHARGE OR DISCIPLINE. Should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, a complaint shall be presented in writing, through the Steward, to the Fire Chief within ten (10) regularly scheduled working days after notice to the Representative under Section 3. The Department Head will review the discharge or discipline and answer the complaint in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the question of discharge or discipline may be appealed within ten (10) regularly scheduled working days thereafter, to the City Manager, who shall, within five (5) regularly scheduled working days thereafter, grant a hearing to the Union, review the complaint and answer thereto, hear such other testimony, or examine other evidence which is relevant to the discharge or discipline, and within five (5) working days after the hearing, shall

uphold, reverse, or modify the discharge or discipline in writing.

SECTION 6. ARBITRATION. If the Union is dissatisfied with the decision of the City Manager on the question of the discharge or discipline, within thirty (30) days thereafter, the Union may demand arbitration in accordance with Article XX, Section 7 of this Agreement. In reviewing the discharge or discipline, the Arbitrator shall apply the principles set forth in Article XIX, Sections 1 and 2, and may reverse or modify the discharge or discipline only if he finds that the discharge or discipline was not imposed in accordance with such principles.

SECTION 7. TIME LIMITS. The time limits set forth in this Article may be extended by mutual agreement, in writing, by the City and the Union.

ARTICLE XXI - GRIEVANCE PROCEDURE

Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable settlement of every grievance without resorting to the Grievance Procedure. If that is found to be impossible, the matter may be submitted to the Grievance Procedure in accordance with the terms of this Agreement.

SECTION 1. SAVINGS CLAUSE. Nothing in this article shall prevent any individual employee of the Union from exercising the rights granted in Act 336 of the Public Acts of 1947, as amended.

SECTION 2. DEFINITION OF A GRIEVANCE. For the purpose of this Agreement, a grievance is defined as an alleged violation of this Agreement. Grievances involving the discharge or discipline of an employee shall be processed under Article XIX of this Agreement.

SECTION 3. GRIEVANCE PROCEDURE. The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the Employer and the Union agree that an employee should first bring his problem to the attention of his immediate supervisor, with or without his steward, who shall attempt to resolve the grievance informally.

The following procedure shall be allowed to present a grievance to the City.

- A. Replace with the following: The employee or the Union shall present the grievance in writing to the Fire Chief within fifteen (15) regularly scheduled working days of the event, or knowledge of the event, which gave rise to the grievance.
- B. A grievance shall be answered in writing by the appropriate Department Head or his delegate within five (5) regularly scheduled working days after the grievance is presented to him.
- C. If no further action is taken within fifteen (15) days after service of the written answer upon the employee or Steward, the answer will be considered accepted and no further action may be taken upon the grievance.

- D. If the decision is not satisfactory to the Union, a hearing before the City Manager may be requested within five (5) regularly scheduled working days thereafter, by written notice to the City Manager, who shall, within fifteen (15) regularly scheduled working days thereafter, grant a hearing to the Union, review the grievance and answer thereto, hear such other testimony or examine other evidence which is relevant thereto, and with five (5) regularly scheduled working days thereafter the hearing, shall uphold, reverse, or modify the City's answer to the grievance in writing.

SECTION 4. WITHDRAWAL OF A GRIEVANCE. A grievance may be withdrawn by the employee or the Steward, but if withdrawn, it shall not be reinstated. The notice of grievance withdrawal shall be submitted to the Chief in writing.

SECTION 5. TIME LIMITS. Any grievance not submitted in writing within the time periods provided for shall be considered waived or, if not re-submitted after one of the answers provided for, shall be considered resolved by the answer.

SECTION 6. CLAIMS FOR BACK WAGES. No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned.

SECTION 7. ARBITRATION. If the matter cannot be resolved by the parties as set forth in Section 3 above, the matter may be submitted to arbitration within thirty (30) days thereafter. This time limit may be extended by mutual agreement. The arbitration shall be conducted in accordance with the rules, regulations and procedures of the American Arbitration Association.

The arbitrator may not add to, subtract from, change or amend any terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

The decision of the arbitrator, within his authority, shall be final and binding upon all parties.

The expense of the arbitrator shall be borne equally by the parties to this Agreement.

SECTION 8. REGULAR WORK DAYS. The following are to be considered regularly working days for grievance processing: Monday through and including Friday. Saturday, Sunday and Holidays are not to be considered regular working days for grievance processing.

SECTION 9. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided, that is an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE XXII - WAGES

Full-time Fire Fighters shall have the title of fire officer after the appropriate certification from the State of Michigan.

Effective July 1, 1996, the following salary schedule shall prevail.

<u>Fire Fighter</u>	<u>Base</u>	<u>After 1-Year</u>	<u>After 2-Year</u>	<u>After 3-Year</u>	<u>After 4-Year</u>
7-1-96 to 12-31-96	26,026	30,669	35,387	37,746	41,438
1-1-97 to 6-30-97	26,547	31,283	36,095	38,501	42,266
7-1-97 to 12-31-97	27,078	31,908	36,816	39,271	43,112
1-1-98 to 6-30-98	27,619	32,547	37,553	40,056	43,974
7-1-98 to 12-31-98	28,172	33,198	38,304	40,858	44,853
1-1-99 to 6-30-99	28,735	33,861	39,070	41,675	45,750
7-1-99 to 12-31-99	29,310	34,539	39,851	42,508	46,665
1-1-2000 to 6-30-2000	29,896	35,229	40,648	43,358	47,599
<u>Fire Marshall</u>	<u>Base</u>	<u>After 1-Year</u>	<u>After 2-Year</u>	<u>After 3-Year</u>	<u>After 4-Year</u>
7-1-96 to 12-31-96					42,090
1-1-97 to 6-30-97					42,932
7-1-97 to 12-31-97					43,790
1-1-98 to 6-30-98					44,666
7-1-98 to 12-31-98					45,559
1-1-99 to 6-30-99					46,471
7-1-99 to 12-31-99					47,400
1-1-2000 to 6-30-2000					48,348

SECTION 6. Effective July 1, 1991, there will be created a Fire Marshall's classification with the corresponding wage adjustment:

SECTION 7. Effective July 1, 1995, each Fire Fighter who actually works twenty-four (24) consecutive hours, shall receive a food allowance stipend payment of \$50.00 plus \$4.50 for each such twenty-four (24) hour period. This stipend will be paid on the first payday after the commencement of a fiscal year for the preceding fiscal year or upon the Firefighter's separation from employment with the City.

ARTICLE XXIII - OVERTIME, HOURS OF WORK AND RESPONSIBILITIES

SECTION 1: All fire officers shall be scheduled to work in twenty-eight (28) day cycles, and shall regularly work nine (9) twenty-four (24) hour shifts. Overtime will be paid for hours worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day cycle. Overtime scheduled when the work schedule is originally

posted will be considered "scheduled overtime." The overtime rate of pay for scheduled overtime will be one and one-half (1 1/2) times the fire officer's rate of pay.

Unscheduled overtime, including call-back pay, will be paid at the rate of one and one-half (1-1/2) times the fire officer's regular rate of pay. "Regular rate" is defined to mean the fire officer's regular salary divided by the number of hours worked in a year based on thirteen (13) regular work cycles of twenty-eight (28) days with two hundred twelve (212) work hours in each cycle for a total of two thousand seven hundred fifty-six (2,756) hours.

For purposes of computing hours in each pay cycle the following shall apply:

- A. Sick time and compensation time shall not count as hours worked; and,
- B. Vacation time and personal business time shall count as hours worked.

SECTION 2: Fire officers will work the work cycles set by the Fire Chief twice (2X) a year based on the vacation schedules that were selected by seniority. The cycles will be posted fourteen (14) days after the vacations are scheduled for the summer and winter periods per Article IX Vacations, Section C. If after one (1) year, either party request to reopen the scheduling it will be reopened for negotiation between the parties. The first posting, under the two hundred-twelve (212) hour pay rate system shall be in the winter schedule of 1997. The one (1) year, mentioned for reopening, shall begin at this time.

SECTION 3: OVERTIME: In the event that a Fire Fighter is called back for duty by the Fire Chief or the Department at a time he would not normally be on duty, he shall be paid time and one-half for all hours worked and straight time for the time between hours worked and a four (4) hour minimum. Example: If an employee is called in and works ten (10) minutes, the employee will be paid ten (10) minutes at time and one-half and three (3) hours and 50 minutes at straight time. The parties also agree that a "call-in" or "call-back" does not include any incident whereby the fire officer is required to respond to a telephone call from the department or a representative of the Employer. When this occurs the employee will be paid time and one-half for the actual time worked with no minimum. The City agrees to instruct its employees to keep such occurrences to a minimum and only under circumstances wherein the contact with the fire officer cannot wait until the Supervisor next reports to work.

Firefighters shall not respond to incidents requesting medical or fire services as members of the Walled Lake Firefighters Association.

SECTION 4. COURT APPEARANCES: In the event a Fire Fighter shall be required to appear in court during off-duty hours, the Fire Fighter shall be paid time and one-half for all hours worked with a four (4) hour minimum. Example: a Fire Fighter works two (2) hours or less, the fire officer shall be paid two (2) hours at time and one-half and two (2) hours at straight time. In the event that the Fire Fighter works between two (2) hours and four (4) hours, the fire officer shall be paid time and one-half for all hours worked and straight time for the remainder of the four (4) hour minimum. In the event that a Fire Fighter is ordered by a Court to stand by for purposes of a court appearance, and does not actually appear in court on that day, he shall be compensated at time and one-half for two (2) hours. A pager shall be provided to employees on stand-by. The rate of pay for court appearances will be paid based upon a pay rate of two thousand eight (2,080) hours per year.

SECTION 5. The City will make a good faith effort to equalize overtime on an annual basis within each classification/rank and Department. This provision will not apply to court time.

SECTION 6. In lieu of pay for overtime set forth in Paragraph 1 above, an employee may request credit for compensatory time off. All requests for compensatory time off credit will be submitted in writing to the City Manager's office for his review and approval. Such requests shall be approved or denied by the City within five (5) regularly scheduled workdays (i.e., Monday, through and including, Friday, but excluding holidays) of the receipt of the request. Upon the City Manager's written approval, such compensatory time off shall be computed at one and one-half (1 1/2) hours for each hour worked by the employee on an overtime basis. Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours outstanding at any time. Compensatory time may be taken upon advance approval of the City. Election for compensatory time must be indicated within the pay period it is earned. Compensatory time is subject to Administrative Policies and Regulations, adopted by the City Council and/or the City Manager not inconsistent herewith. In most cases the scheduling or taking of compensatory time off shall not cause the payment of overtime. It will be at the discretion of the Fire Chief as to whether overtime will be allowed in order that the compensatory time off can be scheduled or taken.

SECTION 7: Overtime on Shift. When a vacancy occurs on a shift and no one is assigned to the shift, the shift will be filled in the following manner:

1. The highest seniority fire officer with the fewest shift overtime hours will have the opportunity to fill the vacancy. If this fire officer works or refuses the shift overtime, they shall be credited with twenty-four (24) hours of shift overtime. If there is a refusal, the shift overtime then becomes available to the other fire officers according to seniority and hours worked and work/refusal shall be credited in a like manner. Should no fire officer volunteer for the overtime, the lowest seniority fire officer with the fewest hours shall be assigned by the Fire Chief to fill the vacancy.
2. Notwithstanding the previous Paragraph 1, if a personal business day, unscheduled vacation day or comp day is requested and there are not two (2) employees working and there is an employee who will not work two hundred-twelve (212) hours in the twenty-eight (28) day cycle that employee may be assigned to work for the employee using the personal business day or unscheduled vacation day and will be paid additional compensation at the straight time rate.
3. Vacant shifts shall be for twenty-four (24) hours.
4. In no case shall a fire officer be allowed or assigned to work more than three (3) consecutive twenty-four (24) hour shifts.
5. The city will make a good faith effort to equalize such overtime on an annual basis.
6. At the beginning of each fiscal year, all fire officers shall revert to zero (0) hours of unscheduled overtime for purposes of this section.

SECTION 8: Work and On-Duty For Call. Fire officers shall work and be on duty for call on the following schedule:

1. Monday to Friday:

8:01 AM to 9:00 AM — On-duty for call.

9:00 AM to 5:00 PM — Perform their designated special assignments, general work assignments as designated by the Fire Chief and general fire runs. During this period one (1) hour may be taken for lunch/break. The Fire Chief may designate the time of the lunch/break, if he so desires.

5:00 PM to 8:00 AM — On-duty for call.

During any of the above periods, the Fire Chief may designate training.

2. Saturday, Sunday and Holidays (when City offices are closed):

8:01 AM to 9:00 AM — On-duty for call.

9:00 AM to 3:00 PM — Perform their designated special assignments, general work assignments as designated by the Fire Chief and general fire runs. During this period one (1) hour may be taken for lunch/break. The Fire Chief may designate the time of the lunch/break, if he so desires.

3:00 PM to 8:00 AM — On-duty for call.

During any of the above periods, the Fire Chief may designate training.

SECTION 9: Responsibilities. Fire officers shall be designated as to the following special assignments:

1. Fire Marshall
2. Training Officer
3. Apparatus Officer
4. Supply Officer

No fire officer shall receive a designation as to more than one (1) of these classifications. Each fire officer may be cross-trained in the job responsibilities of the other assignments listed in addition to that of fire officer. Fire officers, or in the case of the unavailability of the designated special assignment officer, the fire chief may perform the assignment of the designated special assignment officer.

ARTICLE XXIV - PROMOTIONS

SECTION 1. PROMOTION. Promotions to positions in the bargaining unit (above the rank of Firefighter and below the rank of Fire Chief), shall be competitive and filled by promotion among persons holding positions in lower ranks in the Professional Firefighters Association.

Promotions shall be based upon merit to be ascertained by tests and upon the superior qualifications of the person promoted as shown by their previous service and experience.

SECTION 2. PROMOTION PROBATIONARY PERIOD. All individuals promoted in the Fire Department shall serve a six (6) month probationary period from the date of appointment.

ARTICLE XXV - GENERAL CONDITIONS

SECTION 1. RE-EMPLOYMENT RIGHTS. The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

SECTION 2. LEAVE OF ABSENCE - ELECTED OFFICERS: Employees selected to any permanent full-time Union office or selected by the Union to do work which takes them from their employment with the City shall, at the written request of the Union and approvals of the appropriate Chief and City Manager, be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it may be renewed or extended for a similar period at any time upon the written request of the Union and the written approvals of the appropriate Chief and the City Manager.

SECTION 3. ESTABLISHMENT OF JOB CLASSIFICATIONS. When a new job is placed into existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, or job duties or responsibilities are changed, to an extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Union, establish a rate of pay for the new classification, which shall be considered temporary for a period of thirty (30) days following notification to the Union. During this period, the Union may request, in writing, a meeting with the City to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within thirty (30) days, the rate shall become permanent at the end of such period. In the event the parties are unable to agree upon the new salary rate, the matter may be submitted as a grievance under the Grievance Procedure within forty-five (45) days after the date on which the City notified the union of the change.

SECTION 4. BULLETIN BOARD. The Employer shall assign a bulletin board which shall be used by the Union for posting notices.

- A. Notices of Union recreational and social affairs;
- B. Notices of Union elections;
- C. Notices of Union appointments and results of the Union elections;
- D. Notices of Union meetings;
- E. Other notices of bona fide Union affairs, which are not political or libelous in nature.

SECTION 5. LICENSE SUSPENDED OR REVOKED. It is agreed that Fire Fighters may be summarily suspended without pay if such members' right to operate a motor vehicle in the State of Michigan is suspended, revoked, or renewal is denied by the Secretary of State.

SECTION 6. REFERENCE TO EMPLOYEES TO MEAN BOTH SEXES. All references to employees in Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

SECTION 7. SAFETY CLAUSES. Under no circumstances will an employee be required or be assigned to engage in any activity involving dangerous condition of equipment. Employees shall immediately or at the end of their shift, report all defects of equipment, in writing on a form supplied by the Fire Chief and employees shall not be required to use the equipment until the same has been approved as being safe by the Fire Chief.

When the occasion arises where an employee gives a written report on forms supplied by the employer of the equipment being in unsafe operating condition, and receives no consideration from the employer, he shall take the matter up with representatives of the Union who will take the matter up with the employer.

An employee not so notifying the Fire Chief of the occurrence of damage to the any fire apparatus or malfunctioning of the apparatus immediately or at the end of his shift shall be subject to disciplinary action by the employer.

The City agrees to initiate and pay the cost of a Hearing Conservation Program.

The City agrees to purchase two (2) complete sets of Personal Protection Equipment and one (1) set of S.C.B.A. Scott Face Piece for each full-time fire officer.

SECTION 8. The City may require the employee to submit to physical and mental tests and examinations by the City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable workforce, employee health and safety, etc., provided, however, that the City will pay for the costs of such tests and examinations.

SECTION 9. In the event the City approves and pays for City-approved (but not City-required) training or course work for bargaining unit employees, the employee shall agree in writing prior to receiving such payment, to reimburse the City for the payments if the employee terminates employment within two (2) years after the date on which the payment was made.

SECTION 10. Work schedules will be posted by the 15th of each month. Fire Fighters may be allowed to trade work shifts after receiving advance approval from the fire chief or his delegate. No shift trade will result in any overtime payment.

SECTION 11.

- A. The Fire Department may assign on-call Fire Fighters to work at the ratio of one (1) full-time Fire Fighter to two (2) on-call Fire Fighters. This section does not apply to emergency runs.
- B. Full-time Fire Fighter assignment at parades or other City sponsored events shall be determined by:
 - 1. The Fire Chief requesting at least two (2) full-time Fire Fighters for the parade or event.
 - 2. Full-time Fire Fighters will then request assignment and will be chosen by seniority.
 - 3. Should no full-time fire Fighters request assignment, the Fire Chief may then assign the

work to the on-duty full-time Fire Figher(s).

- C. The Call-in Duty program shall not be used to replace or reduce the four (4) full-time firefighting positions on the Walled Lake Fire Department, excluding any full-time fire chief.

SECTION 12. In the event that the use of an employee's vehicle on City business is approved in advance by the City, the employee will receive mileage reimbursement under applicable City policy.

ARTICLE XXVI - LAYOFF, RECALL AND TRANSFER

SECTION 1. LAYOFF. The word "layoff" shall mean a reduction in the working force. In all cases of layoff within each classification/rank, the principal of straight seniority by department shall be observed and length of service shall govern, provided that the remaining employees can perform the available work. When possible, the Employer will give at least thirty (30) days (calendar) notice prior to layoff to the employees affected, together with a list of the names of said employees to the Union. If and when an employee is laid off, he will be eligible for unemployment benefits compensation under the Michigan Unemployment Compensation Act or applicable City Ordinance, provided said employee remains eligible and conforms to all requirements under the applicable law. Exceptions to this procedure may be made by written agreement between the City and the Union.

SECTION 2. RECALL. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work. Notice of recall shall be sent to the employee at last known address by registered or certified mail. If an employee fails to report to work within ten (10) calendar days from the date of mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the City and shall be terminated.

SECTION 3. TRANSFER. If and when an employee is permanently transferred, the Chapter Chairman shall be notified of said transfer by the Fire Chief.

ARTICLE XXVII - LEAVES OF ABSENCE

SECTION 1. The City Manager, in his sole discretion, may grant a temporary written leave of absence to employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the City Manager and approved by him in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City Manager.

SECTION 2. A Fire Fighter on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirement of the applicable laws of the United States.

SECTION 3. A Fire Fighter who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician certifying the Fire Fighter's inability to perform his duties, be granted a health leave of absence without pay or fringe benefits for up to six (6) months. Extensions may be granted by the City Manager. A written request for

such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the Fire Fighter shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article XII, Section 1, certifying the physical and mental fitness of the Fire Fighter to fulfill his duties. Upon expiration of the leave, the Fire Fighter will be returned to his former classification, provided his seniority so entitles him and he can perform the available work. Upon return, the Firefighter will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION 4. All leaves are granted without pay or fringe benefits, provided that, if permitted by the applicable insurance carrier, the Fire Fighter will be allowed to pay the insurance premiums by prepaying the premium in advance by depositing the amount each month with the City Treasurer. Seniority shall accumulate for up to thirty (30) calendar days. On leaves of thirty (30) days or less, the City will pay all insurance premiums. Fire Fighters on leave must report for work not later than the first working day following the expiration of their leave. A Fire Fighter who seeks and/or obtains employment while on leave of absence will be automatically terminated from the City effective the date the leave of absence started.

SECTION 5. All leaves shall be in writing signed by the City Manager and the Fire Fighter receiving same. Fire Fighters on leave must report for reassignment to work no later than the first working day following expiration of their leave.

ARTICLE XXVIII - SCOPE OF AGREEMENT

This Agreement represents the entire agreement between the Union and the City of Walled Lake and is not subject to any prior oral agreements or understanding between the parties and may be amended only in writing signed by both of the parties hereto. In the event of any of the provisions in this Agreement are found to be contrary to the provisions of any applicable provisions of law, such applicable provisions of law shall control and the remaining provisions of this Agreement shall not be affected thereby.

ARTICLE XXIX - NO-STRIKE NO-LOCKOUT

Under no conditions will the Union cause or authorize or permit its members to cause, nor will any member of the Bargaining Unit take part in any strike, sitdown, or stay-in, slowdown, or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employee in writing that their conduct is in violation of the Agreement, and that all such persons shall immediately cease the offending conduct.

ARTICLE XXX - MAINTENANCE OF CONDITIONS

The City shall make no changes that are contrary to the provisions of this Agreement in salaries, hours, or conditions of employment. This Agreement shall supersede any rules and regulations governing the appropriate Department which are in conflict with the provisions of this Agreement.

ARTICLE XXXI - CITY DEPARTMENT RULES

The City shall continue to have the right to establish, adopt, change, amend and enforce reasonable City Rules and/or Departmental Rules and Regulations not in conflict with the terms of this Agreement, governing discipline, health and safety duties, rules of conduct and work rules, including, but not limited to, a fair and reasonable drug testing policy applicable to all persons covered by this Agreement, with such tests based upon reasonable suspicion. Such a drug testing policy may not be inconsistent with Sections 1.2, 1.3, 2.3(b) and © and 3.2 through 3.7 of the Michigan Law Enforcement Officers Training Council's Guidelines for Law Enforcement Officer Candidate Drug Testing, dated July 18, 1989, except that references to "the Council" in Sections 8.6(h)(8) and (j) shall be read as "the agency" and except that references to "law enforcement officer candidate" in Section 1.3 shall not be applicable.

ARTICLE XXXII - DURATION AND TERMINATION

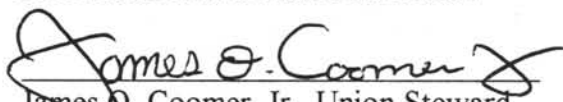
This Agreement shall remain in full force and effect until Midnight, June 30, 2000. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that a notice of modification is given, negotiations shall begin soon after the receipt of the ninety (90) day notice. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the City of Walled Lake.

ACCEPTED BY:

WALLED LAKE PROFESSIONAL
FIRE FIGHTERS ASSOCIATION


James O. Coomer, Jr., Union Steward



John V. Wargel, MAFF Representative


Dated: 5-27-97

ACCEPTED BY:

CITY OF WALLED LAKE


William T. Roberts, Mayor


Maryanne Cornelius, City Clerk


Phillip S. Vawter, City Manager

Dated: 5-27-97

MEMORANDUM OF AGREEMENT

The parties agree that the Association shall withdraw its proposal, submitted on June 10, 1996, concerning the change of Article XVIII - Benefits at Section 8 Subsection F, which is a proposal for fully paid health insurance for retirees.

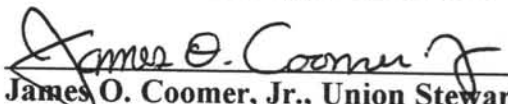
The Association may re-submit this proposal for contract negotiations upon notice to the Employer, at any time after the date of this Memorandum, to include the term of any successor Agreement.

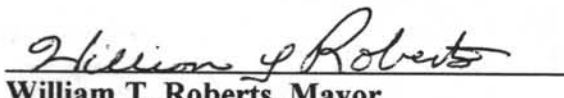
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ACCEPTED BY:

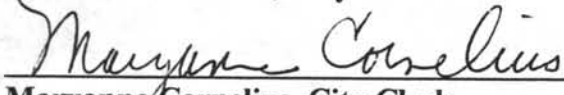
WALLED LAKE PROFESSIONAL
FIRE FIGHTERS ASSOCIATION

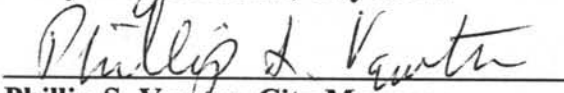
CITY OF WALLED LAKE


James O. Coomer, Jr., Union Steward


William T. Roberts, Mayor


John V. Wargel, MAFF Representative


Maryanne Cornelius, City Clerk


Phillip S. Vawter, City Manager

Dated: 5-27-97

Dated: 5-27-97

LETTER OF UNDERSTANDING

It is agreed by both parties to this agreement that Article XIV - Longevity Pay shall be amended to read as follows:

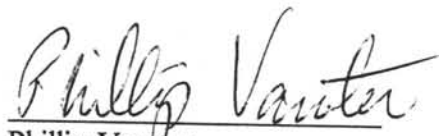
"In addition to the pay provided above, members of the Walled Lake Professional Fire Fighters Association shall receive, on the first pay period following December 1 of each year, a sum equal to the percentage of his actual base pay for the previous year (December 1 - November 30) as provided below:

<u>HIRED AFTER 9-1-94</u>		<u>HIRED PRIOR TO 9-1-94</u>	
<u>Seniority</u>	<u>Percentage of Pay</u>	<u>Seniority</u>	<u>Percentage of Pay</u>
Less than 5 Yrs.	None	Less than 3 Yrs.	None
5 Yrs but less than 10 Yrs	3%	3 Yrs but less than 10 Yrs	3%
10 Yrs but less than 15 Yrs	4%	10 Yrs but less than 15 Yrs	4%
15 Yrs or More	5%	15 Yrs or More	5%

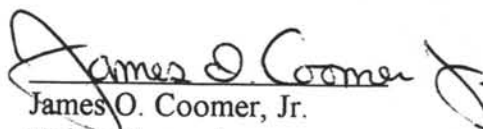
If a member's percentage of pay based upon seniority changes during the period of December 1 - November 30 of any year (i.e. - 4% to 5%), the sum received shall be prorated to reflect the percentage change (i.e. - December 1 to the anniversary date at 4% and the anniversary date to November 30 at 5%)."

For the purpose of implementing this change, it is understood that the longevity pay received on the first pay period after December 1, 1995 shall be calculated from the member's previous anniversary date to November 30, 1995.

Dated 12-6-95


Phillip Vawter
City of Walled Lake


Ronald Dowell
Michigan Association of Fire
Fighters


James O. Coomer, Jr.
Union Steward

