

6/30/2004

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COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF WAYNE

And

WAYNE FIRE FIGHTERS ASSOCIATION AFL-CIO,  
LOCAL 1620, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS

July 1, 1998 - June 30, 2004

*Wayne, City of*

## **AGREEMENT**

THIS AGREEMENT entered into this 15th day of March, 1999 between the CITY OF WAYNE, a Michigan municipal corporation, hereinafter called the "City", and Local 1620 of the International Association of Fire Fighters, also known as the Wayne Fire Fighters Association, AFL-CIO, hereinafter called the "Union."

WITNESSETH:

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

### **PART I**

#### **SECTION 1. Purpose and Definitions.**

A. **Purpose.** The parties hereto have entered into this agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interest of the community; to improve the firefighting services; and to provide an orderly and equitable means of resolving future differences between the parties.

B. **Definitions.**

- (1) "City" shall include the elected or appointed representatives of the City of Wayne.
- (2) "Union" shall include the officers and representatives of the Union. Whenever the singular number is used, it shall include the plural.

#### **SECTION 2. Recognition and Coverage.**

A. **Recognition.** The City recognizes the Union as the sole and exclusive bargaining representatives of all firefighting and fire prevention employees, excluding the Fire Chief and Deputy Fire Chief/Fire Marshal. The City shall not enter into any agreement with its employees individually or collectively or with any other organization which in any way may conflict with the provisions hereof. Employees may belong to other organizations, but such other organizations may not represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agent of the Union. The City may require that members of the department belong to other organizations or attend schools

conducted by other organizations which will tend to increase their training and efficiency.

- B. **Coverage.** The agreement shall be applicable to all employees of the Fire Department of the City, except the Fire Chief and Deputy Fire Chief/Fire Marshal.
- C. **Agency Shop.** It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees who are not members of the Union and who do not become and remain members of the Union and pay its uniform dues, fees and assessments, shall alternatively pay a bargaining service fee (hereinafter referred to as agency shop service fee) in an amount equivalent to such uniform dues, fees and assessments, except that this shall exclude any obligation to pay fines or costs assessed for intra-union matters. Employees who fail to comply with this requirement within ninety (90) days shall be discharged by the employer.

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

The City shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, fees and assessments or agency shop service fees. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions were made and the reasons therefore, shall be forwarded to the Union office within 30 days after such collections have been made.

### **SECTION 3. Union Activities.**

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

- B. Officers and one representative from each platoon shall be afforded reasonable time during regular working hours, without loss of pay or time, to fulfill their union responsibilities, including negotiations with the City, processing of grievances and administration and enforcement of this agreement. Such time when required by union representatives on a working day, shall be subject to the approval of the Fire Chief.
- C. **Bulletin Boards.** The Union shall be provided a suitable bulletin board at each fire station for the posting of union notices or other materials excluding political matters. Such boards shall be identified with the name of the union and the union may designate persons responsible therefore, who shall maintain such boards in a neat and orderly condition.
- D. **Meetings.** The Union may schedule meetings on Fire Department property insofar as the meetings will not interfere with the efficient operation of the department.

#### **SECTION 4. Seniority.**

Seniority shall be determined by the date of the employee's probationary appointment to the Fire Department, provided the employee has not terminated his employment and returned to the City employment since his original date of hiring under the provision of reemployment as contained in Charter Section 18.17. Such employee's seniority shall be determined by the Personnel Board. The City shall provide rosters of employees, which shall be prepared semi-annually, upon request, which shall indicate names of employees, classification and date of employment.

#### **SECTION 5. Maintenance of Conditions.**

Wages, hours, and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this agreement, unless specifically altered or reduced by the terms of this agreement.

#### **SECTION 6. Discipline and Grievance Procedure.**

No seniority employee shall be disciplined or discharged except for cause. Cause for disciplinary action shall include, but not limited to: failure to observe rules of conduct set forth in the

Personnel Rules of the City and the Department Rules; inefficiency or inability to perform assigned duties; excessive absenteeism; tardiness; failure to take a medical examination; dishonesty or theft; in- subordination; overt discourtesy to supervisors, visitors, or other City employees; failure to work with supervisors and fellow employees in an acceptable manner; gross neglect of duty; failure to observe work rules, including rules in regard to dress and appearance; falsification of employment application or other records; conduct unbecoming an officer or employee of the City, either on or off-duty; failure to follow instructions of supervision, or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision.

Employees feeling aggrieved on account of such disciplinary action as herein stated shall have the right to file a written grievance with the Fire Chief within two days of the action.

#### **SECTION 7.           Grievance and Arbitration.**

- A.   An aggrieved employee, through the Union, or the Union, on behalf of one or more employees on its own behalf, may initiate a grievance by submitting such grievance in writing to the Fire Chief of the department within 15 business days after the occurrence or omission giving rise to the grievance. The grievance shall, to the extent then possible, set forth the sections of the contract alleged to have been violated, but failure to cite a section shall not void the grievance if it otherwise states a contractual violation. The Fire Chief shall reply in writing within 10 business days thereafter; in the event of his absence for more than 10 business days, such reply shall be made by his designated representative who need not be a member of the Fire Department.
- B.   If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the City Manager within 10 business days following the reply of the Fire Chief, or if no reply has been received from the Fire Chief within 10 days following the submission of the grievance under Step 1, within the next 10 business days, the City Manager, or his designated representative, shall reply in writing within 10 business days thereafter.
- C.   If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, with reasonable promptness, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter

provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven calendar days of the request for arbitration, the party requesting the arbitration shall file a request for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The expenses of the arbitration except the parties' own expenses, shall be borne equally by the Union and the City.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall then have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received (less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise), and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

- E. Recognizing that the parties have negotiated a contract covering wages, hours and conditions of employment of bargaining unit employees and desiring to avoid duplication of remedies and conflicting provisions, it is agreed that the bargaining unit employees shall be exempt from the provisions of Rule 7 of the Personnel Rules in regard to any matter covered by the collective bargaining agreement.

#### **SECTION 8. No-Strike Clause.**

- A. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, slow-down, curtailment of work, or interference with the operations of the City. The Union shall not cause or permit its members to cause nor shall

any member of the Union take part in any strike or stoppage of any of the City's operations or picket the City's premises or the premises of companies doing business with the City (because of a labor dispute with the City) during the life of this Agreement.

- B. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow downs of work, picketing or work interferences of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge of any or all employees who violate this Article). In addition, the City shall have the right to obtain injunctive relief in any court of competent jurisdiction in addition to any other remedies it may have.

#### **SECTION 9. City's Responsibility.**

It is recognized by the parties that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all legal prerogatives of the City shall be paramount and shall be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are: all rights involving public stations, and the maintenance and repair thereof, and the right to assign personnel to various stations, together with the selection, procurement, designing, engineering and control of equipment and materials.

It is further recognized that the selection and direction of the working forces including the right to hire, suspend or discharge, assign promote or transfer, to determine the hours of work and to relieve employees from duty because the lack of work are solely the responsibilities of the City. The City agrees that it shall exercise these rights in conformity with the terms of the agreement as they pertain thereto.

#### **SECTION 10. Working Rules.**

- A. The Fire Department may adopt further rules for the operation of the department and the conduct of its employees, while on duty, provided they are not inconsistent with the terms of this agreement.

- B. Each employee shall have the right to pursue any legal or moral activity during his off-duty hours which does not interfere with his obligation to the City.
- C. An employee changing his place of permanent residence shall immediately make such change known to the Fire Chief on a form provided by the City for such purpose. The employee's address as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

All employees shall be required to give their home phone numbers to the Fire Chief. An employee changing his phone number shall make such change known immediately to the Fire Chief on a form provided by the City for such purposes. The employee's phone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

#### **SECTION 11. Health and Safety Committee.**

There shall be established a Health and Safety Committee comprised of three firefighters, one from each platoon, and three city representatives, one of whom shall be the Chief of the Fire Department. The Committee shall consider matters of health and safety with which the department and the firefighters are or may be confronted and make recommendations to the City Council in these areas. These recommendations may contain the separate comments of the Fire Chief and/or the City Manager. The committee shall meet once every three months, unless the City or the Union request additional meetings. Matters to be considered by the committee shall be submitted by any of the members thereof or by the City or Union at least 30 days in advance of the meeting, provided, however, that this last requirement may be waived by a 2/3rd's vote of the committee members present at any meeting.

The committee shall elect a chairman and a secretary. In the event agreement cannot be reached on the election of the Chairman, the Fire Chief shall so serve.

#### **SECTION 11a. Promotions**

Notification of promotional vacancies will be posted on the bulletin board approximately forty-five (45) days prior to the date of the examination process is to begin. In order to compete for promotions, an applicant must declare his/her intention to compete

by filing a written notice with the Personnel Director no later than 4:30 pm on the date listed on the examination announcement.

In order to be eligible for a promotion to the rank of Lieutenant, an employee must have at least three (3) years of seniority as of the date of the application deadline for the position.

The following weights shall be used for the purpose of establishing promotional eligible lists:

Effective 7/1/2000

Written	60%	55 points maximum
Oral Examination	25%	25 points maximum
Merit Ratings	10%	10 points maximum
Length of Service	5%	5 points maximum
Fire Officer	0%	(1 pt FO I, 3 pts FO II, 5 pts FO III)

An employee must have a passing score of 70% or more on the written to take the oral. The average of the written and oral exams must also be 70% or more in order to be placed on the eligibility list. The oral exam may consist of an assessment center. The eligibility list shall remain in effect for a period of twelve months, provided there are at least three names remaining on the list. It is understood, that promotions from the rank of Lieutenant to Captain shall not require a written examination.

#### **SECTION 11b. Temporary Positions.**

Employees shall be given temporary appointment to higher positions under the following conditions:

1. Whenever a firefighter fulfills the duties of Fire Lieutenant as a replacement for a Lieutenant or on account of the Fire Lieutenant fulfilling the duties of the Fire Captain under Paragraph 2 below for twelve (12) consecutive hours or more.
2. Whenever a Fire Lieutenant fulfills the duties of a Fire Captain for twelve (12) consecutive hours or more.

#### **SECTION 12.**

- A. The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City-

appointed doctor 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 the cost of such tests and examinations.

- B. The City may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **SECTION 13. Terminations, Modifications, Extension and Duration**

- A. The provisions of this Agreement shall be effective as of July 1, 1998, and shall continue and remain in full force and effect, to and including, June 30, 2004, and thereafter for successive periods of one year unless either party shall, on or before April 1, 2004, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either part have been disposed of by withdrawal by the party proposing amendment.
- B. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the Secretary, and if to the City, addressed

to the City Manager, or to any such address as the Union or City may make available to each other.

- C. IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

## **PART II**

### **SECTION 1. Salary Schedule.**

The wage schedule for all employees covered by this collective bargaining agreement is attached as Schedule (A). All employees will be paid by check every two (2) weeks (bi-weekly) with a one week hold back for payment of wages earned.

One employee assigned to operate the first response pumper will receive a daily premium of \$10.00 per day. Effective July 1, 1999, increase daily premium from \$10.00 per day to \$15.00 per day.

### **SECTION 2.**

Effective July 1, 1995 the EMT bonus has been rolled into the base salary schedule as set forth in Section 1(a). It is understood that the EMT certification is required of all employees.

### **SECTION 3. Overtime.**

Overtime shall be paid to employees of the Firefighting Department for all work in excess of their regularly scheduled workday or workweek at the rate of one and one-half times their regular rate and provided further that a minimum of two (2) hours pay shall be paid for every occasion of overtime. The regular hourly rate of pay shall be determined by dividing the annual salary by 2912 hours. In the event the 54-hour schedule provided in Section 4 (C) below is implemented, the regular hourly rate of pay shall be determined by dividing the annual salary by 2808 hours.

### **SECTION 4. Hours of Employment.**

- A. Hours of employment shall be, and shall not exceed, hours of employment for firefighters as established by general law.

- B. Subject to departmental manpower requirements, general law, and departmental approval, employees shall be permitted to voluntarily trade work or leave days, or hours.
- C. It is understood that during the life of this Agreement, the City shall have the right to schedule firefighters on the basis of 216 hours in each 28-day cycle. The Fire Chief shall schedule the hours off in each cycle in order to obtain the 216 hours. In the event such a schedule is implemented, the salary in Section 1 above shall continue to be paid for 54 hours of work instead of the current 56 hours. In other words, if the 216-hour schedule is adopted, the hourly rate will be based on the annual salary divided by 2808 (as opposed to the current 2912) and time and one-half will be paid for hours worked beyond 54 hours in a week.

#### **SECTION 5. Holiday Pay.**

Each member of the department shall be entitled to annual pay for 12 holidays computed as if the department were on a 40-hour week, 8-hour day, by dividing the employees regular annual salary by 260 and the resultant daily rate by the number of holidays. Said amount shall be increased by an additional \$240 per year. Employees who work less than one year shall be entitled to a pro-rated share of holiday pay based upon the number of months of employment during the fiscal year. Holiday pay shall be paid between November 15 and December 5. In the event of termination of employment, the employee shall reimburse the City a pro-rata share of holiday pay not earned. For purposes of proration a month of employment shall be defined as any month in the fiscal year in which an employee works at least one day in the month. The twelve holidays mentioned above are: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day before Christmas, Day before New Year's, Good Friday, Easter. Martin Luther King Day will be added and Easter Sunday will be deleted beginning with FY 1999/00 calendar year.

Fire personnel who are regularly scheduled and work on the above-listed holidays shall be paid time and one-half their regular hourly rate for actual hours worked (midnight to midnight).

Fire personnel who are called in and work on their regular day off and if such day shall be one of the days listed above, said employee shall be paid twice his regular hourly rate for actual hours worked.

**SECTION 6. Insurance.**

- A. The City shall provide a policy of life insurance on each department employee in the sum of Twenty-Five Thousand Dollars (\$25,000) with double indemnity provision relative to accidental death or dismemberment of an employee and pay the premium to the provider thereon. Life insurance will be effective the beginning of the month six months after the date of hire.
- B. The City shall provide a policy of life insurance in the sum of Eight Thousand Dollars (\$8,000) to each retired Fire Department employee (retiring on or after July 1, 1999) and pay the premiums thereon.
- C. For the life of this agreement, the health insurance coverage shall be the Blue Cross/Blue Shield PPO Plan with Riders APDBP PD500 (\$5 generic prescription drug), FC, SD, TRUSPE, COMP, BMT, MVF1, VST, RPS, RM, CNM, SAT2, SOTPE, PDMAC, MMCPOV, MMCI, MMCPD COB3, PLUS-15, HMN, RAPS, GLE-1, and RAPS2. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City. Retirees shall continue to be eligible to receive the same health insurance as they have in the past except that future retirees (i.e., those employees retiring after July 1, 1988), shall have pre-determination added.

Eligible employees will be allowed to choose any HMO insurance plan that the City is offering with the understanding that if the HMO premium is higher than the PPO premium the employee will be responsible for paying the difference.

For new hires, health insurance will be effective the first day of the billing period following thirty (30) days of employment, provided however that the employee must pay the first month premium.

- 1. Employees who are enrolled in the City's health insurance plan(s) will be required to pay one (1%) percent of their base salary towards the cost of health insurance. The employee cost share shall be paid by hereby authorizing a payroll deduction. Employee contributions will be deducted through the establishment of an IRS Section 125 flexible spending account to enable employees to pay insurance co-pays with pre-tax dollars.
- 2. Regular, full-time employees shall, at the beginning of the month following completion of their probationary

period, be entitled to accrue a payment of \$120 per monthly billing period for any billing period during which hospitalization insurance was not provided for the employee by the City under the conditions herein set forth.

- a. Said payment shall be made as an adjustment to the first regular paycheck in December and may be prorated based on the actual months insurance coverage was not provided.
  - b. Said payment shall be for the twelve (12) billing periods immediately prior to December 1 of each year.
3. In the event an employee is eligible for the City health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City-paid plans and said coverage shall become effective at the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance form within 30 days from loss of coverage).
  4. Employees will cooperate with the City in providing updated information on covered dependents on a yearly basis to ensure accuracy.

For the life of this Agreement, employees retiring from the Fire Department shall have the above health insurance premiums paid for by the City in accordance with the following chart:

After 25 or more years of  
seniority.....100% of Premium

After 20 years of seniority  
but less than 25 ..... 75% of Premium

After 15 years of seniority  
but less than 20..... 50% of Premium

Less than 15 years.....No Insurance Coverage

Provided, in the case of a duty disability retiree, the employee will have 100% of the health insurance premium paid by the City for the employee and his/her spouse. In

the event a person retires and engages in other employment where health insurance coverage comparable to that offered by the City is provided, the City's obligation to pay the premiums hereunder shall be suspended during the period of such other coverage.

Further, employees eligible for Medicare, must apply and pay all applicable rates for Medicare Part A & B coverage when eligible.

For employees hired after July 1, 1985, the City's obligation shall be restricted to the cost of health insurance premiums for the employee and their spouse in accordance with the aforementioned chart.

- D. The City shall provide full insurance protection for all Fire Department personnel indemnifying them from any liability judgment arising out of or in the course of their employment and in the performance of their duties in accordance with the terms and conditions of the policy.
- E. For the duration of this Agreement, the City shall pay 100% of the premiums to provide a dental plan for seniority members of the bargaining unit who enroll in the Plan. Said dental plan shall consist of 100% Class I, 80% Class II (Minor Restorative) and a calendar year maximum of \$1,000. Dental insurance will be effective the beginning of the month one year following date of hire.
- F. Effective July 1, 1998, the City will reimburse employees and their eligible dependents (upon receiving proper receipts) up to \$150.00, every two years (from date of claim), for costs associated with eye examinations or the purchase of lens and/or frames.

#### **SECTION 7. Longevity Pay.**

Effective with FY 1998/99 the longevity payment will be computed on the basis of \$60 per year. Effective with FY 2000/01 the yearly amount will be increased to \$70 per year. Effective with FY 2002/03 the yearly amount will be increased to \$80 per year. Longevity pay shall be paid the pay period following the employee's anniversary date of hire as an addition to the employee's regular check. Longevity pay shall commence when an employee has reached three years of service and will not be subject to a maximum. There shall be no pro-ration of longevity upon termination.

## SECTION 8. Clothing Allowance.

- A. The City shall pay each member of the Firefighting Department an annual clothing allowance in the total sum of \$550.00. Effective FY 2000/01 the annual amount shall be increased to \$625.00. Effective FY 2002/03 the annual amount shall be increased to \$700.00.
- B. The clothing allowance shall be paid in one lump sum check during the first non-payroll Friday of August of each year. Employees who work less than one year shall be entitled to a pro-rata share of clothing allowance based upon the number of months (defined as any month in which any employee works at least one day) of employment during the fiscal year. In the event of termination, the employee shall reimburse the City a pro-rata share of clothing allowance not earned.
- C. The City shall furnish all turnout gear and safety equipment required by department employees in the performance of their duties and assure that said articles are satisfactorily maintained or replaced.

## SECTION 9. Leave.

Subject to the department approval, leaves will be granted for the following purposes:

- A. **Annual Leave:** Employees of the Firefighting Department shall be entitled to an annual leave for vacation on the following basis:
  - 1. One to five years of service - A vacation consisting of six scheduled work days.
  - 2. Five to seven years of service - A vacation consisting of seven scheduled work days.
  - 3. Seven to ten years of service - A vacation consisting of nine working days.
  - 4. Ten to fifteen years of service - A vacation consisting of ten scheduled working days.
  - 5. Over fifteen years of service - A vacation consisting of thirteen scheduled working days.

6. A full vacation at one time shall take precedence over a split vacation.

7. **Vacation - 40 Hour Employees:**

1-5 Years	13 Days
5-7 Years	15 Days
7-15 Years	20 Days
15-20 Years	22 Days
Over 20 years	23 Days

8. **Designation of Vacation Period:** Employees desiring preference for vacation schedules shall turn in their vacation preferences by April 1st of each year. Such preferences shall indicate the order of choice of the proposed vacation schedule as 1, 2 or 3. For those who turn in the request by April 1st, preference for vacation will be allowed based upon rank and seniority, and each unit shall select independently of the others. While it is understood that vacation scheduling is subject to the approval of the Fire Chief, a shortage of manpower because of authorized training leave shall not be a basis for denying requests turned in by April 1st unless otherwise agreed by the City and the Union.

Employees desiring vacation between January 1 and March 31, shall submit such requests for the Fire Chief's approval prior to January 1st. While it is understood that vacation scheduling is subject to the approval of the Fire Chief, a shortage of manpower because of authorized training leave shall not be a basis for denying requests turned in by January 1st unless otherwise agreed by the City and Union. Vacations requested during this time period will not be considered to be a preference pick as described above.

Requests for vacation after April 1st shall be subject to the approval of the Fire Chief. Again, approving or denying the request shall under normal circumstances be given within two weeks following receipt of the request. Employees shall be able to split their vacations with those requesting their entire vacation during a single period given priority. Once scheduled and authorized, vacations shall not be denied because of a shortage of manpower except as a sudden and unanticipated emergency, such as, but not limited to, riot control requiring fire protection or continuing fires. A shortage of manpower whether because of absence, illness, injury or other

reason will not be deemed to constitute such a sudden and unanticipated emergency.

9. Annual vacation leave time step increases shall be prorated as worked out by the parties.
- B. **Disability Leave:** Any Fire Department employee sustaining a disability arising out of an injury in the course of his Fire Department employment shall be entitled to disability leave equivalent to two times his accumulated sick leave.
- C. **Funeral Leave:** A full time employee subject to this agreement who shall suffer death in his/her immediate family shall be granted a leave of absence, upon request, not to exceed two (2) working days. Immediate family shall be defined to mean and include spouse, employee's or spouse's parents, step-parents, brother or step-brother, sister or step-sister, children or step-children, grandparents and grandchildren. The City may require written application for such leave, as well as, proof of the death, relationship to the deceased, and/or proof of attendance at the funeral before making payment under this Section. If extra time is needed, additional day(s) may be granted at the discretion of the Fire Chief (i.e., vacation, personal and/or sick leave).
- D. **Sick Leave:** Sick leave shall be accrued and charged Fire Department employees in accordance with the Personnel Rules. Upon termination due to retirement or resignation with 15 full years of service or death, payment of 1 week's salary for every 8 days accumulated sick leave will be paid based upon employee's average final pay.
- E. **Leaves of Absence:** A leave of absence may be granted to any Fire Department employee in accordance with the Personnel Manual and City Charter.
- F. **Union Leave:** One delegate may attend Union seminars and conventions not to exceed 80 hours per year for the total department with an additional 24 hours added per year to allow union representative to attend the MPFFU bi-annual convention and/or the IAFF bi-annual convention. Attendance at Union seminars and conventions shall be without loss of time or pay.
- G. **Training Leave.** When the City requires attendance at training schools to increase training and proficiency, the normal expense of such attendance shall be borne by the City.
- H. **Personal Business Days:** Regular, full time employees shall be

granted three (3) days per fiscal year as provided herein. If said employee has less than one (1) year of service on July 1<sup>st</sup>, the employee shall receive a pro-rata share of personal leave. Written requests shall be made to the Fire Chief or designee who shall respond to all such requests in a timely manner (seven days prior to requested time off). Use of personal business days shall be subject to the approval of the Fire Chief based on the needs of the department. Once approval is received by an employee for the use of leave it shall not be canceled unless due to emergency situations. Any approved personal business leave that creates an overtime situation shall be for a minimum of two (2) hours. It is understood, that unforeseen emergency circumstances requiring immediate leave shall continue to be handled based on need.

#### **SECTION 10. Dues Deduction.**

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

#### **SECTION 11. Pensions.**

- A. Pensions shall be provided in accordance with the "Retirement System for the Employees of the City of Wayne" as contained in the City Charter. The multiplier shall be 2.7 for the first 25 years of service (the 2.5 multiplier will remain in effect for 25 to 30 years of service with 1.0 multiplier for all years after 30).
- B. Employees retiring under this collective bargaining agreement will be able to retire after 25 years of service regardless of age.
- C. Effective July 1, 1999, employees retiring under this collective bargaining agreement will have their 2% increases extended from 10 years to 15 years and the yearly increases will be compounded.
- D. In computing annual pays for purposes of determining the

"average final pay" under the Retirement System, the annual pay in any year shall be defined as the employees base straight time salary, overtime pay, longevity pay, EMT bonus holiday pay, payment in lieu of health insurance and in the final year of employment unused and/or accrued vacation/personal business time.

- E. Regular, full-time employees, shall have the opportunity to buyback or purchase up to three years of military service credits. The military service credit shall be applied to the minimum age (50) of retirement requirement and can not be applied towards the years of service requirement (10). Applications for military service credits must be received, in the Personnel Department, during the applicable 90-day period which begins the day following completion of 10 years of service.

Eligible employees may claim up to three years of continuous military service. Eligible employees must submit to the Personnel Department a copy of their DD-214 or other authorized military discharge papers. Only honorable separated veterans of active duty military service in the armed forces of the United States may purchase military service credit.

Credit for military service will not effect determination of final average compensation which shall continue to be computed on the basis of service actually rendered to the City. Credit for military service will constitute service for qualifying for retirement years only. Military service credit will not be used for determination of longevity pay, vacation pay or seniority etc. However, it is agreed that any member of the bargaining unit that purchased military time under the 1992-95 Agreement will have such time credited against the years of service requirement in Part II, Section 6.

To qualify for military service credit, in addition to the employee's regular contribution to the retirement system, the eligible employee must either:

- (a) make a one time lump sum payment into the retirement system an amount equal to 7 percent of the employee's salary (i.e. current base pay plus longevity, holiday, and EMT bonus) multiplied by the years of service applied for, or
- (b) make payments, through bi-weekly payroll deductions, equal to the amount calculated as described above for a lump-sum payment, plus "interest" of 7.5%. It is understood that the time period for completion of the

said payments will not exceed the amount of military service time purchased (i.e., 1 year credit, 52 bi-weekly deductions, etc.), however, the employee will be allowed to accelerate the payments if they choose. (For purposes of this provision, current base pay is as of time of application).

Only service credits actually purchased and for which payment has been made will apply toward reduction of the minimum retirement age.

#### **SECTION 12. Equalization of Overtime.**

Other than in an emergency, overtime hours shall be divided as equally as possible among employees in the same classification in the department. The Fire Chief shall have the responsibility of posting an up-to-date list showing overtime hours monthly in a prominent place in the Stationhouse. Whenever overtime is required, the person with the least number of overtime hours in that classification within the department will be called first and so on down the list in an attempt to equalize the overtime hours. Employees in other classifications may be called if there is a shortage of employees in the classification provided they are capable of doing the work required. Overtime hours will be computed from the beginning of the fiscal year and is subject to review at the end of each period. Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he was reclassified. An employee will be charged for overtime work turned down for the purpose of equalization of same.

The above provision relating to the City's responsibility pertaining to equalization of overtime shall not apply to those employees living outside the City of Wayne except for overtime scheduled during a regular scheduled working day for a subsequent day.

#### **SECTION 13. Education and Training.**

The City agrees to pay the cost of tuition and books for courses taken pertaining to Fire Protection Technology. Institutions, colleges, locations, etc., to be approved by the City prior to enrollment. Such payment to be made on a reimbursement basis provided the employee passes each course with a grade of "C" or better.

#### **SECTION 14. Severability.**

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall insofar as possible continue in full force and effect.

#### **SECTION 15. Food Cost.**

For the life of this Agreement, the City shall provide an annual food allowance payment of \$800 for 24-hour shift employees to purchase food required to be consumed on the fire station premises during lunches and dinners on working days of each employee. Effective FY 2000/01 this amount shall be increased by \$50 per year. Effective FY 2003/04 this amount shall be increased by \$50 per year. Said payment shall be made on the first non-payroll Friday in August of each year. If an employee terminates his employment after receiving his food allowance prior to completion of the fiscal year, he must reimburse the City on a pro-rated basis as is the case in clothing, EMT Bonus, etc. The City shall continue its policy of providing coffee on the same basis as it is made available to other employees of the City.

#### **SECTION 16.**

The parties agree that the City has the right to assign manpower and establish work schedules as follows:

1. Assign two or more firefighters to rescue units.
2. Assign firefighting personnel to engage in the department's prevention programs including fire inspections, school programs, public appearance, and other public relations or public service programs conducted in the interest of fire prevention. It is further understood the Fire Captains and Fire Lieutenants will do the major share of the fire prevention programs and under the direction of the Fire Chief and Deputy Fire Chief/Fire Marshal. Although firefighters may at times be assigned to fire prevention work.

## SECTION 17    Residency

All employees hired on or after January 1, 1996, shall as a condition of employment and continued employment, be residents within the following geographical area upon completion of their probationary period and until they have completed fifteen years of seniority: West of Beech Daly Rd., South of Joy Rd., East of Canton Center/Belleville Roads and North of Goddard/I-94. In the event the employee has failed to move into the residency area upon completion of their probationary period, said probationary period shall be automatically be extended for a period of up to four (4) additional months for the sole purpose of allowing the employee additional time to comply with the residency requirement. If the employee still fails to comply with said residency requirement their employment shall be terminated.


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

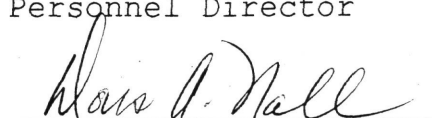
CITY OF WAYNE

LOCAL 1620 INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

By:

  
Kenneth A. Warfield  
Mayor

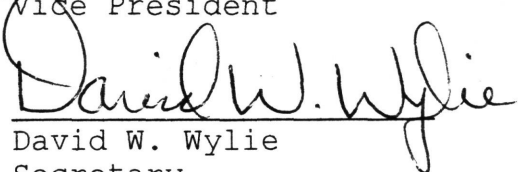
  
Robert C. English  
Personnel Director

  
Doris A. Nall  
City Clerk

By:

  
Melvin D. Moore  
President

  
Kenneth L. Chapman  
Vice President

  
David W. Wylie  
Secretary

LETTER OF UNDERSTANDING

The EMT Bonus to be rolled into the contract for salary schedule purposes only shall be as follows:

After 1 Year	\$250
After 2 Years	\$400
After 3 Years	\$550
After 4 Years	\$650
After 5 Years	\$675

The EMT bonus shall be 9.9% higher for a Lieutenant and 18.8% higher for Captain. Said payment shall be made between October 1 and October 15 of each year.

LETTER OF UNDERSTANDING BETWEEN THE  
CITY OF WAYNE  
AND THE  
WAYNE FIREFIGHTERS ASSOCIATION

This Letter of Understanding is between the City of Wayne, hereinafter "City" and Local 1620 of the International Association of Firefighters a/k/a Wayne Firefighters Association, hereinafter "Firefighters Association".

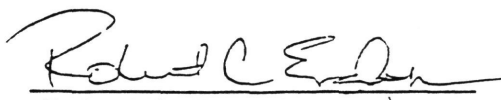
Effective July 1, 1996, the City of Wayne must provide any former member of the Firefighters Association promoted to the position(s) of Fire Chief and/or Deputy Fire Chief/Fire Marshall who, (1) is eligible for Retirement System benefits under the City of Wayne Retirement System; and (2) retires from the Fire Department after July 1, 1996; benefits which are equal, as modified by the collective bargaining agreement, to those benefits which are afforded to members of the Firefighters Association at the time of their retirement.

Furthermore, it is understood that the City will continue to allow the Fire Chief and/or Deputy Fire Chief/Fire Marshall to include in their Final Average Pay calculation the same amount of allowable unused "sick leave hours" in lieu of overtime compensation that is afforded Exempt employees of the City.

It is further understood and agreed that the City will make every attempt to continue the past practice of filling vacancies in the position(s) of Fire Chief and Deputy Fire Chief/Fire Marshall from qualified personnel within the department.

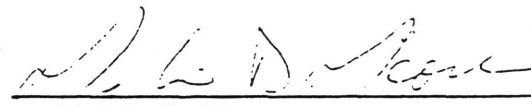
The parties represent that no promise, inducement or agreement not expressed in this Agreement has been made, that this Agreement contains the entire agreement between the parties; and that under no condition has the Firefighters Association undertaken any duty to provide retirement benefits to the Fire Chief and/or Deputy Fire Chief/Fire Marshall or to take any action to ensure that the benefits are provided to the Fire Chief and/or Deputy Fire Chief/Fire Marshall.

FOR THE CITY OF WAYNE:

  
Robert C. English  
Personnel Director

10/3/96  
Date

FOR THE WAYNE FIREFIGHTERS:

  
Melvin D. Moore  
President

10/3/96  
Date

## Letter of Understanding

### **Between City of Wayne and Wayne Firefighters Local 1620**

This Letter of Understanding between the City of Wayne and the Wayne Fire Fighters Local 1620 shall be an addendum to the collective bargaining agreement and shall govern the establishment of a Advanced Life Support (ALS) program in the City of Wayne.

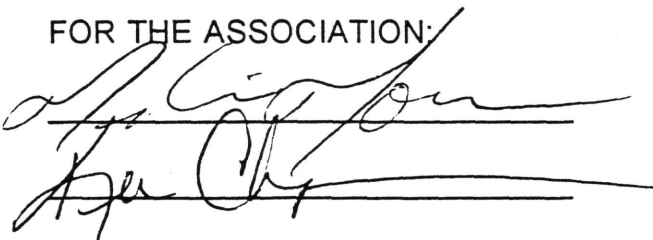
The objective of this program is to train those persons employed in the rank of Fire Lieutenant and Fire Fighter who possess EMT licensure to obtain and maintain ALS licensure.

- A) The City shall provide for the training of all personnel at the rank of Fire Fighter and Fire Lieutenant. Fire Captains, Fire Marshall and Fire Chief shall have the option of attending the program.
- B) All required training and costs to become certified as a Paramedic shall be paid by the City, to include but not limited to State testing, Licensure Fees, tuition, books, supplies and lab fees. If required training and testing is conducted off duty the employee shall be compensated at 1 1/2 times their normal hourly rate of pay. It is understood, that the Fire Chief may allow training while on duty.
- C) In the event an employee should not pass the class or state exams after the first course, said employee shall be required to take the class a second time. Those employees taking the course a second time will not be compensated for training outside of their normal work schedule. The employee will be released from duty to complete classroom time if the class is on the same day as his/her normal work day. The employee shall be responsible for paying all costs for training if failure is at any time caused by poor attendance (except where due to legitimate circumstances). If manpower permits the Fire Chief may allow employees to complete clinical time while on duty. It is understood, if the certification requirements change between the time of the first course and possible second course the Union and City agree to re-open discussions on this paragraph.
- D) It is understood, to ensure the success of this program all employees below the rank of Fire Captain shall be required to maintain a current ALS license. Once promoted to the position of Fire Captain or above the employee must submit written notification to the Fire Chief one year in advance of the date they wish to no longer maintain their ALS license.
- E) It is understood, the City shall allow all employees attending the program (first or second time only) study time during their duty day from 1300 hours to 1600 hours. Except when emergency runs and critical Fire Department functions occur.

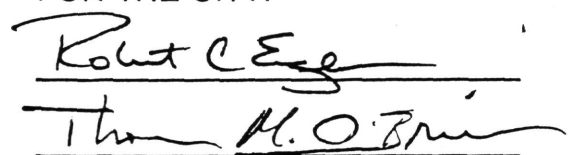
- F) The City shall provide for all continuing education required to maintain ALS/ACLS licensure upon the employee submitting all of the proper paperwork associated with such licensure to the Fire Chief's office.
- G) In the event an employee assigned to a paramedic course or recertification training, fails to complete the training due to illness or injury wherein a physician has certified that said employee is unable to attend training, no job penalty (i.e. paragraph C) shall be applied provided such employee attends the first scheduled class upon returning to work.
- H) An employee who is trained and ALS certified who leaves City employment voluntarily within two (2) years of completion of program shall repay City (via payroll deduction and/or other final compensation) for cost(s) associated with the training (i.e. paragraph B) on a pro-rated basis. It is understood, these costs do not include overtime compensation.
- I) Effective July 1, 1999 or when the ALS program goes into effect, employees with a paramedic license shall receive a bonus in the amount of \$2,600. It is understood, that the current EMT bonus will be subtracted from the salary schedule and the ALS bonus will be rolled into the schedule. In addition, the current formula for EMT bonus rank differential for Lieutenants and Captains will be utilized for the ALS bonus.
- J) If in the event an employee is not afforded time to use annual leave during the length of training said employee(s), at the Fire Chief's discretion, may be allowed to carry the unused time over to be used during the 1999 calendar year. Any Personal Leave that is unused as of June 30, 1999 will be paid in the first pay period following.

It is understood, that both parties agree that the above conditions and agreements will be in effect until a new collective bargaining agreement is reached and this letter of understanding will become part of that agreement. In addition, it is understood that the July 1, 1999 implementation date is tentative and that if the Fire Chief determines that there are insufficient licensed personnel in the department to start this program both parties agree to renew discussions regarding the program and this agreement is null and void.

FOR THE ASSOCIATION:

  
\_\_\_\_\_

FOR THE CITY:

  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

The following shall serve to confirm our understanding arrived at on August 7, 1997 in regards to the 40 Hour Fire Lieutenant position:

It is understood that the position will be opened on a yearly basis to be bid upon by Lieutenants based on seniority in grade.

It is understood that the position will accrue sick leave, vacation leave and personal leave on the same basis as the Fire Chief and Deputy Fire Chief/Fire Marshall positions.

It is understood that the applicable overtime rate of pay will be calculated based on the employee's rate of pay as a 40 hour employee.

It is understood that if the Lieutenant is scheduled to work on a recognized holiday they shall be paid twice his regular hourly rate for actual hours worked..

It is understood that this position is exempt from the Equalization of Overtime provision of the collective bargaining agreement.

FOR THE CITY:

Robert C. Engler

Thomas M. O'Brien

FOR THE UNION:

[Signature]  
[Signature]

**PAY GRADE TABLE - FIRE  
1998 - 2000**

**Letter Code F**

**7-1-98  
3%**

	<b>A</b> <b><u>Start</u></b>	<b>B</b> <b><u>6 Months</u></b>	<b>C</b> <b><u>1 Year</u></b>	<b>D</b> <b><u>2 Year</u></b>	<b>E</b> <b><u>3 Year</u></b>	<b>F</b> <b><u>4 Year</u></b>
01 Firefighter	*13.10 31,430.275	14.38 34,500.464	15.56 37,348.116	16.02 38,438.865	17.24 41,385.538	18.50 44,402.530
02 Lieutenant	*19.80 47,517.136	20.34 48,824.125				
03 Captain	*21.46 51,500.767	21.99 52,764.727				

**7-1-99  
3%**

01 Firefighter	*13.49 32,373.183	14.81 35,535.478	16.03 38,468.559	16.50 39,592.032	17.76 42,627.104	19.06 45,734.606
02 Lieutenant	*20.39 48,942.650	20.95 50,288.849				
03 Captain	*22.10 53,045.790	22.64 54,347.669				

**7-1-00  
2.5%**

01 Firefighter	*13.83 33,182.513	15.18 36,423.865	16.43 39,430.273	16.91 40,581.833	18.21 43,692.782	19.53 46,877.972
02 Lieutenant	*20.90 50,166.216	21.48 51,546.070				
03 Captain	*22.65 54,371.935	23.21 55,706.360				

**PAY GRADE TABLE - FIRE  
2001 - 2003**

**Letter Code F**

<b>7-1-01 2%</b>	<b>A <u>Start</u></b>	<b>B <u>6 Months</u></b>	<b>C <u>1 Year</u></b>	<b>D <u>2 Year</u></b>	<b>E <u>3 Year</u></b>	<b>F <u>4 Year</u></b>
01 Firefighter	*14.10 33,846.163	15.48 37,152.342	16.76 40,218.878	17.25 41,393.470	18.57 44,566.637	19.92 47,815.531
02 Lieutenant	*21.32 51,169.541	21.91 52,576.991				
03 Captain	*23.11 55,459.374	23.68 56,820.487				
<b>7-1-02 2%</b>						
01 Firefighter	*14.38 34,523.086	15.79 37,895.389	17.09 41,023.257	17.59 42,221.339	18.94 45,457.970	20.32 48,771.841
02 Lieutenant	*21.75 52,192.931	22.35 53,628.531				
03 Captain	*23.57 56,568.561	24.15 57,956.897				
<b>7-1-03 2%</b>						
01 Firefighter	*14.67 35,213.548	16.11 38,653.297	17.43 41,843.722	17.94 43,065.766	19.32 46,367.130	20.73 49,747.278
02 Lieutenant	*22.18 53,236.791	22.79 54,701.102				
03 Captain	*24.04 57,699.933	24.63 59,116.035				