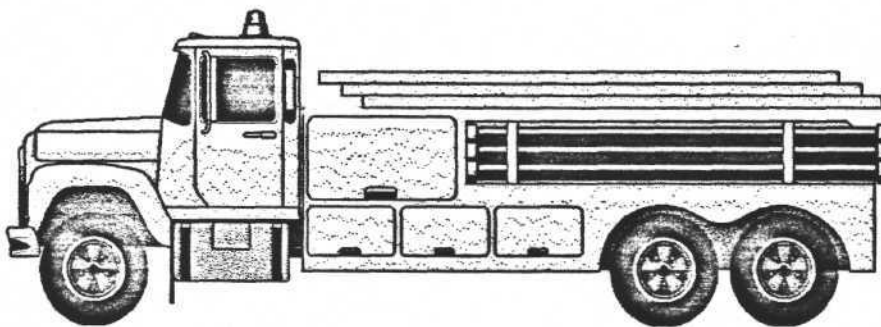


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6/30/2002

**AGREEMENT BETWEEN  
THE CITY OF YPSILANTI  
AND  
YPSILANTI FIREFIGHTERS' ASSOCIATION  
FOR  
CONTRACT YEAR COMMENCING  
JULY 1, 1999  
CONCLUDING JUNE 30, 2002  
YPSILANTI FIREFIGHTERS' ASSOCIATION  
COLLECTIVE BARGAINING AGREEMENT**

*Ypsilanti, City of*



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This agreement entered into August 30, 1999, effective retroactive to July 1, 1999, between, the City of Ypsilanti, a municipal corporation, hereinafter called the City and Local #401 of the International Association of Firefighters, also known as the Ypsilanti Firefighters' Association, AFL-CIO, hereinafter called the Union.

The life of this contract shall be for a period of three years; termination date June 30, 2002.

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

## **ARTICLE I** **PURPOSE AND DEFINITIONS**

### **SECTION 1. PURPOSE**

The parties hereto have entered into this agreement pursuant to the authority of ACT 279 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the City and the Union, in the best interest of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

### **SECTION 2. DEFINITIONS**

- A. "City" shall include the Fire Chief and/or the City Manager and their designees acting for the City in their respective capacities as provided for in the City Charter.
- B. "Union" shall include members, representatives and elected officers of the Ypsilanti Firefighters Association, Local #401 and affiliate. Whenever the singular is used, it shall include the plural.
- C. "Employee" shall refer to all employees of the Fire Department except Fire Chief and Assistant Fire Chief, clerical staff and janitorial, if any.
- D. "Employer" may be interchanged throughout the contract with the word "City."
- E. "Duty Day" shall refer to a twenty-four (24) consecutive hour platoon shift.
- F. "Work Day" shall refer to an eight (8) consecutive non-platoon shift.

## **ARTICLE II** **COVERAGE AND MAINTENANCE OF CONDITIONS**

### **SECTION 1. COVERAGE**

This agreement shall be applicable to all employees of the Ypsilanti Fire Department in the ranks below Fire Chief excluding clerical and housing inspectors.

purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

#### **SECTION 2. EMPLOYEE'S RESPONSIBILITY**

Any employee who is not an association member and who does not make application for membership, shall, as a condition of employment, pay to the association a collective bargaining service fee proportioned to the collective bargaining and administration of contracts, the amount of which fee the union shall certify to the employer. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this agreement or the beginning of their employment, whichever first occurs, shall be discharged by the employer. Termination penalty for delinquency in paying dues; Employees shall be deemed to be members of the union or agency within the meaning of this section if they are not more than sixty (60) days in arrears in payments of membership dues or service charge. No employee shall be terminated under this section unless the union first has notified the employee, by registered letter, explaining that he or she is delinquent in not tendering either periodic and uniformly required union dues or service charge and specifying the sixty (60) day delinquency, and warning him or her that unless such dues or service charge is tendered within thirty (30) calendar days, he or she will be reported to the City for termination as provided in this article, and the Union has furnished the City with written proof that the procedure provided above for notification to the employee has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he or she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certified that (name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement, and that under the terms of the agreement, the City shall terminate the employee."

The dues aforementioned are due and payable as of the date of the signing of this agreement.

The Association shall defend, indemnify and save the City harmless against any and all claims, demands or suits arising out of this article.

### **ARTICLE IV** **DUES DEDUCTION**

#### **SECTION 1. DEDUCTION PROCEDURE**

The City shall deduct, as dues, from the pay of each employee when it receives an authorization from said employee for the payment of union dues, fees and assessments. Such deductions, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each; and also, a list of employees who had authorized such deductions and from which no deductions were made along with the reasons therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

**SECTION 4. BULLETIN BOARD AREAS**

The Union shall be provided suitable bulletin board space, at each fire station, for the posting of Union notices. The Union shall designate one individual who shall be responsible for all postings.

**SECTION 5. MEETINGS**

The Union may schedule meetings on Fire Department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, provided reasonable notice has been given to the Fire Chief, or his/her designated representative. Where it is reasonable and necessary for a Union agent other than an employee to enter the employer's premises to confer with an employee or to investigate a previously filed grievance, such agent shall first secure permission from the department head and shall then obtain a mutually satisfactory date and time for the visit.

**SECTION 6. CONVENTIONS**

The Union shall be allowed to send two (2) delegates to the Michigan State Firefighters' Association convention biannually, and one (1) delegate to the International Firefighters' Association convention biannually subject to manpower requirements as determined by the Chief. Delegates shall be selected in accordance with the Constitution and Bylaws of the Ypsilanti Firefighters' Association, without loss of time or pay.

**SECTION 7. UNION REPRESENTATIVE**

The Union shall be represented by the following committees and stewards: one chief steward, one steward from each shift, a bargaining committee, and a grievance committee, limited to three members on each committee. Legal counsel and representatives from the International Association of Firefighters and Michigan State Firefighters Union may be present at meetings between the City and the Union, in addition to committees aforementioned.

**SECTION 8. SPECIAL CONFERENCES**

Either party to the agreement, through their recognized bargaining agent, may request a special conference between the parties, for purposes of discussing such matters as contract interpretation and new or innovative changes for the department, or other items as agreed to by both parties.

The party requesting the conference shall prepare an agenda and submit it to the other party at least twenty-four (24) hours before said conference. Only those items on the agenda shall be discussed unless otherwise mutually agreed.

**SECTION 9. AFFIRMATIVE ACTION**

The Union supports the principles of Affirmative Action.

**Certification shall be compensated in the following manner:**

**Fire Fighters and Officers possessing a valid EMT license will be paid an increment on the biweekly payroll following August 1st of each year. This increment will be \$1,500 and will be prorated at a rate of 1/12th for each actual month of EMT service. For the purpose of defining a month: a full month will be paid if more than 15 days of EMT service was rendered during that month.**

**During the first year of this contract the \$1,500 increment will be prorated as outlined above. From the date the employee was last compensated to August 1, 1992.**

**New hires will receive an EMT increment prorated as outlined above, and calculated back to the date of hire if they possessed a current EMT license upon hire. New hires that obtain a license during employment with the department will be prorated as outlined above, calculated back to the issuance date of the license.**

**Upon termination of employment with the City the employee will receive an increment of 1/12th of \$1,500 for each month of EMT service rendered as outlined above.**

- B. All new hires, as a condition of employment, must complete EMT training by the end of their probation or be enrolled in an EMT class at that time. An employee shall have two opportunities to obtain their EMT certification. If an employee fails EMT class twice, their employment will be terminated. If an employee fails the first class, the employee must take the next available class authorized by the department. Once EMT status is attained, the employee must maintain that status to continue employment. If an employee fails one recertification class, he/she will have an opportunity to take a second recertification class.**
- C. Any employee hired after July 1, 1987 must maintain EMT certification to continue employment. If an employee fails one recertification class, he/she will have an opportunity to take a second recertification class.**
- D. Fire Fighters hired prior to July 1, 1987, are not required to be EMT certified. Any fire fighter hired prior to July 1, 1987, who becomes EMT certified, must retain said certification for three (3) years.**

#### **SECTION 6. PAY FOR ACTING RANK**

**When an employee holding the rank of fire fighter performs the duties of any rank higher than his/her present rank, he/she shall be compensated from the first hour worked at a rate of five (5) percent above their current rate of pay or at the beginning step of the temporary rank whichever is higher. Payment shall be made**

satisfactorily complete his/her probationary period, he/she shall not be able to cash out accumulated sick, vacation or personal leave days upon termination.

- B. Upon completion of a fire fighter's probationary period, the fire fighter will be entitled to a prorated number of vacation days on the basis of the number of months remaining in the calendar year in which the fire fighter completes the probationary period.

The fire fighter shall be entitled to nine vacation days in the calendar year following the year in which the fire fighter completes the probationary period.

### SECTION 3. HOLIDAY PAY

During the first calendar year of employment, a probationary fire fighter shall receive holiday pay (144 hours maximum) on a pro-rated basis based on the number of full months worked. The month in which a fire fighter is hired will be considered if the fire fighter's first workday is before the 16th of the month. (Example: A fire fighter who starts work on April 10 will receive 108 hours of holiday pay (144 hours x 9/12)). Beginning with the start of a second calendar year, the probationary fire fighter will receive the regular amount of holiday pay.

### SECTION 4. DISCIPLINE

In the event a dispute arises between a newly hired employee, while on probation, and the Employer, the Union may provide representation for said employee through Step 4 of the grievance procedure. This shall not preclude the employee from electing to pursue his/her remedies through 1935 PA 78, as amended.

## ARTICLE IX EXTRA DUTY DAY

### VOLUNTARY DUTY DAY

#### SECTION 1. PROCEDURE

When, in the judgment of the Fire Chief, or in his absence his designate, the department's staffing requirements are below a minimum to perform fire fighting services, the Officer in charge at 1900 hours shall attempt to call a Fire Fighter in for an extra tour of duty. Said employee will be asked to work on a voluntary call-in basis.

- Step 1. Call the Fire Fighter with the least amount of voluntary duty day credits, if qualified, who is going on a four day off cycle. If two or more employees have the same credits, the employee with the most seniority will be asked first.
- Step 2. In the event the first employee refused, it shall be recorded as though he/she worked and the next most eligible employee will be called, etc., until each employee on the four day off cycle

unsuccessfully, a department wide page will be sent to fill the 24-hr. shift. After the page is sent, the calling officer will award the day on a first call first serve basis, without regard to shift or rank.

After a 10-min. period, if the first page is unsuccessful, then the calling officer will send out a second department wide page splitting the hours necessary to fill the shift.

**Step 5.** There shall be a shift Officer available for fire alarms at all times.

## **LESS THAN 24 HR OVERTIME**

### **SECTION 2. PROCEDURE**

When, in the judgment of the Fire Chief, or in his absence his designate, the department's staffing requirements are below a minimum strength to perform fire fighting services, the Officer in charge at 1900 hours shall attempt to call an employee in for overtime. Said employee will be asked to work on a voluntary call-in basis.

- Step 1.** Call the employee with the least amount of overtime credits, if qualified. If two or more employees have the same credits, the employee with the most seniority will be asked first.
- Step 2.** In the event the first employee refused, it shall be recorded as though he/she worked and the next most eligible employee will be called, etc., until each employee has been called who is qualified.
  - A. Credits**
    - 1.** Any new employee assigned to a shift shall assume overtime charges on the same level with his/her fellow employees with the least amount of time or credits recorded.
    - 2.** Any employee assigned to a different shift shall keep the same amount of credits he/she had on his/her account.
    - 3.** On January 1 of each year all credits shall be dropped and a new list shall be started as outlined in Steps 1 and 2.
  - B.** If an employee is called and he/she states that he/she is either sick or unable to come to work for other reasons, he/she will be charged with having been given an opportunity to work and shall be credited with one turn overtime without pay, it is further provided that a record will be kept of when (date and time) employees are called by the department head. This record will be available upon request to the employee.



picking of vacation days on the basis of seniority, rotating picks starting with the high seniority employees on that shift. The next pick would begin with the second highest seniority employee on that shift with high seniority employees dropping to the last choice position. This method of picks shall continue through the entire seniority list.

- C. Only one employee shall be on vacation during the CAD cycle.

#### SECTION 2. SCHEDULED LEAVE TIME

Up to 48 hours may be scheduled off per day, to include any combination of the following: vacation, CAD and personal time.

#### SECTION 3. TRADING OF WORKING DAYS

Subject to departmental staffing requirements, employees shall be permitted to voluntarily trade work days or leave days, subject to the prior approval of the Chief of the Department or his designate. The trading days will in no way affect overtime pay in accordance with Article VII, Sections 2 and 3 of this agreement.

#### SECTION 4. FORTY HOUR WEEK

Normal hours of work for employees who work a forty-hour week shall be from 8:00 A.M. until 5:00 P.M. with one hour for lunch. The days of work shall be Monday through Friday.

### ARTICLE XI SICK LEAVE

#### SECTION 1. ACCUMULATIONS OF SICK LEAVE CREDITS

- A. For purposes of this section "sick leave day" shall mean one (1) duty day, as defined in Article I, Section 2.
- B. Each employee of the Fire Department shall acquire one (1) duty day of sick leave credit for each month of service rendered, not exceeding an aggregate of twelve (12) per calendar year.
- C. An employee's accumulated unused sick leave credits at the end of the year (anniversary date to anniversary date) shall be carried forward.

#### SECTION 2. CHARGES AGAINST CREDITS

Charges against sick leave credits shall apply as follows:

- A. Sick leave - An employee shall be entitled to charge sick leave credits for illness at a rate of one sick leave credit for each duty day missed. An employee may be required to provide a physician's note indicating the employee is able to return to work following the employee's third duty day missed in a calendar year. Further, the employer may require, at its expense, an additional medical examination from a

## **SECTION 5. UNPAID SICK LEAVE OF ABSENCE**

An employee who has exhausted his/her sick leave may be granted an unpaid sick leave of absence for up to one (1) year at the discretion of the Fire Chief. While on this leave the employee shall maintain his/her position in seniority and the City shall maintain hospitalization coverage provided the employee pays the applicable monthly rate for dental insurance coverage. If the employee desires to maintain life and optical insurance coverage, this option shall be made known to the City at the beginning of the unpaid leave of absence and the employee shall pay the City at least fifteen (15) days in advance of when the City must make the payments. At any time the employee payments are not received by the 15th day the benefits will cease. During this leave, the employee will not earn or accrue any other benefits provided for in this contract. The employee must provide the City every sixty (60) days a statement from his/her doctor as to the employee's unsuitability to return to work.

Upon an employee's return to work, the Employer may require the employee to provide medical certification indicating the employee is able to return to work. Further, the Employer may require, at its expense, an additional medical examination from a physician chosen by the City. Upon return from leave, the employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. Due to the Family and Medical Leave Act of 1993, the Employer will pay for health, dental, optical and life insurance for the first twelve (12) weeks of the leave.

The City shall notify the employee by registered letter at least fourteen (14) calendar days prior to the termination of the leave, of the end of the authorized leave. Within seven (7) calendar days of receiving the letter, the employee shall notify the Personnel Department of their intent to return to work.

## **SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993 PROVISION**

**Family and Medical Leave Provision:** An employee may be given a leave of absence, at the employee's request, not to exceed twelve (12) weeks, provided the employee provides the Employer with medical certification from a qualified physician of the necessity of such absence, for the following:

- (1) to care for a newborn, a newly adopted, or foster child;
- (2) to care for a seriously ill child, spouse or parent; or
- (3) because of the employee's own serious health condition (please see Section 5 above for the procedure followed for the employee)

The certification must also state the need for the employee to care for the family member. In cases where the leave is foreseeable because it is due to the birth, adoption or placement of a child or planned medical treatment, the Act requires the employee to provide 30 days notice, as is practicable, prior to the start of the leave. The Employer may request additional medical certification at any time

conclusion of 12 weeks, the employee may be granted up to an additional nine (9) months of unpaid leave (see Article XI, Section 5).

If the employee chooses the eight-hour/day assignment, the Chief, in accordance with doctor's medical restrictions will designate the shift and specific job classification (within the Fire Department only). The employee will be paid for a 40-hour week at the hourly wage currently in effect for the classification held by the employee at the time of the injury/illness/pregnancy. The employee will work this assignment for the specific period of the injury/illness/pregnancy as determined the by the doctor, but in no case will the assignment last longer than six (6) months, unless mutually agreed to by the Union and City.

If at some point the employee becomes unable to perform the light duty assignment, he/she shall have the option of utilizing their leave banks for the remainder of the injury/illness/pregnancy, or to go without pay. Once an option has been selected, it cannot be changed.

Article VII, Section 7, will apply to those 54 hour/week employees who switch to a 40-hour/week assignment. Immediately upon leaving the 40-hour/week assignment, he/she will be converted back to 54-hour/week status.

#### PREGNANCY

Whenever an employee becomes pregnant, she shall furnish the City with a letter from her physician stating the approximate date of delivery. She shall be permitted to work in her current position in accordance with her physician's recommendations, as long as she can perform all essential functions of the job and counts as part of minimum staffing. When it is recommended that she no longer perform her current duties, she will be eligible for light duty.

The City reserves the right to seek a second medical opinion. If there is a disagreement between the two doctors, a third doctor will be mutually selected by the employee and the City, with the costs split between the parties. The third opinion will be binding upon the parties.

#### MATERNITY LEAVE

Once the employee has given birth, she will be eligible for FMLA leave, for a maximum of a 12 weeks.

### ARTICLE XIII PHYSICAL EXAMINATION

The City shall at its request or the employee's require a biennial physical examination, which will include chest x-ray, pulmonary function examination and electrocardiogram. All employees shall sign a release making available to the City Personnel Director a report of the annual physical examination. Employees shall go to a designated doctor or medical facility, which shall be mutually agreed upon by

addition to the hospitalization, medical and prescription drug insurance.

- C. The Union and City mutually agree that the hospital, medical, surgical, optical and dental insurance carriers may be substituted provided there is no reduction in present benefits.

### SECTION 3. HEALTH AND DENTAL WAIVER

If an employee is covered under another health insurance policy, and with proper verification and signed waiver, the employee may receive payment in lieu of health insurance, according to the following schedule:

Family Coverage - \$3000/year  
 Two Person Coverage - \$2000/year  
 Single Coverage - \$1000/year

Payable in arrears semi-annually in June and December.

Re-enrollment to City coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in City coverage reenrollment contracts. Upon reenrollment the payment will be prorated for the actual months prior that the employee was not enrolled in the City's health coverage.

Upon termination of employment, payment will be prorated for actual months of waiver period employed. For the purpose of defining a month, a person working on or after the 15th day shall be considered employed for that month.

## ARTICLE XV UNIFORMS

### SECTION 1. PROTECTIVE CLOTHING (TURN-OUT GEAR)

The City shall furnish and maintain turnout gear at no less than the existing level. Turnout gear will include turnout coat, bunker pants, rubber boots, helmet, gloves, nomex hoods and flashlights.

### SECTION 2. WORK UNIFORMS

Employees are to provide for their own uniforms as established in the departmental policy. It is hereby agreed that the Fire Chief and Union shall work together in implementing this policy.

Persons hired after July 1, 1987 shall receive a "start up" amount of \$150.00 plus 1/12th of the prevailing annual uniform allowance for every month calculated to the next July 1st.

Starting July 1, 1996, all fire fighters shall receive a uniform allowance of \$575.00 and all officers shall receive a uniform allowance of \$600.00 payable the first pay of July. Effective July 1, 1998, all firefighters and officers shall receive a uniform

on their anniversary date, they will be credited with the additional days at that time.

At the end of a calendar year, no employee shall carry over more than one year's entitlement of vacation hours to the next calendar year. Therefore, at the end of a calendar year, any hours over the annual entitlement shall be cashed out in January of the following year. The hours shall be cashed out at the employee's regular hourly rate of pay.

This provision shall take effect at the end of calendar year 1999.

#### **SECTION 2. ANNIVERSARY DATE**

The Anniversary date of service, for the purpose of Section 1 shall be measured by reference to the last date of appointment to the Fire Department.

#### **SECTION 3. DESIGNATION OF VACATION PERIODS**

Selection of vacation time will begin once all CAD days have been selected. One vacation roster will be maintained for each platoon. Officers and firefighters will select vacations by seniority. Employees will be afforded one workday after their choice becomes available to make their selection.

Vacation selections will be made in "3 work day units" (1 cycle), with the exception of the 13th vacation day for those with 15 years or more, which is picked last. A maximum of two consecutive cycles will be allowed per choice. Selections continue until all vacation days are assigned. Two employees shall be allowed to select identical vacation periods, except during the CAD cycle as specified in Article X. A shift officer will select a vacation period that does not conflict with the other officers' selection of vacation or CAD, which should result in only one shift officer being absent at a time.

An employee may pick vacation time that overlaps the CAD cycle. When this occurs, after all vacations are assigned, employees will, by seniority, modify their pick to alleviate the overlap.

After all overlap picks are completed, employees will be allowed to modify their picks. By seniority, the employee is allowed to modify one day at a time (i.e., breaking up a 3-day cycle into 3 one-day vacations). There is no limit to the number of cycles an employee can break up.

When the picks are completed they will be turned in to the Chief. This process shall be completed by December 15th. The picks will then be written on to the Master Calendar in the Officers' Room.

Modifications to assigned vacations may be permitted at any time during the course of the year. The Chief or his/her designated representative must approve these changes.

- E. Resolutions or agreements shall be maintained in writing and distributed to the Personnel Department and the Union.**

**STEP 1**

- 1. A grievance shall be communicated orally, within seven (7) calendar days, to the shift commander on duty at the time the grievance arose.**
- 2. Within two (2) calendar days after the oral communication, the shift commander shall determine an answer, either alone or in consultation with his/her superiors, and communicate the answer to the Union and copy the aggrieved employee. (Every possible effort should be made to settle minor complaints at this step).**

**STEP 2**

- 1. If the grievance is not resolved at STEP 1 the aggrieved employee, or his/her representative or both shall, within five (5) calendar days, present the grievance in writing indicating the facts and the sections of the contract believed to have been violated to the Chief of the department.**
- 2. Within three (3) calendar days after receipt of the written grievance, the Chief of the department shall present to the Union a written answer, with a copy to the aggrieved employee.**

**STEP 3**

- 1. If the grievance is not resolved in STEP 2, the aggrieved employee, or his/her representative, or both, shall, within five (5) days, present the grievance, in writing, to the City Personnel Director.**
- 2. Within fifteen (15) calendar days after the receipt of the written grievance, a meeting shall take place, at which time the aggrieved employee, or his/her representative, or both, and the City Personnel Director shall attempt to resolve the grievance.**
- 3. Within five (5) calendar days after said meeting, the City Personnel Director shall present an answer in writing to the Union, with a copy to the aggrieved employee.**

- H. Each party shall bear its own expense of any and all proceedings; the cost, if any, of an arbitrator shall be borne equally by the parties.
- I. Any and all written responses of the City called for by the grievance procedure may be presented to the Association or Union steward, if the aggrieved employee is represented by the Association or Union in the grievance procedure.
- J. In cases of discharge or suspension in excess of ten (10) days, the employee or his representative or both may commence the grievance procedure at STEP 3.
- K. Failure to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the party last complying with the time limits.

#### **ARTICLE XVIII FOOD ALLOWANCE**

All employees shall receive a food allowance from the City for each 24-hour duty or extra duty day actually worked according to the following schedule:

Effective July 1, 1996 \$8.50 per day  
Effective July 1, 1998 \$8.75 per day

This amount shall be paid on the payroll following December 1st and July 1st for the preceding period.

#### **ARTICLE XIX DISCIPLINE AND DISCHARGE**

##### **SECTION 1. RULES AND REGULATIONS**

The employer may establish and enforce binding rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provisions of this agreement. The employer shall provide the Union a copy of all departmental rules and regulations, as well as City-wide personnel policies and procedures pertaining to employees covered under this agreement. It is mutually agreed that the rules and regulations shall be administered in a fair and equal manner. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail. Infraction of these rules, regulations, policies and procedures shall be dealt with in a reasonable disciplinary action system.

##### **SECTION 2. JUST CAUSE**

No employee shall be disciplined or discharged except for just cause.

##### **SECTION 3. PAST RECORD**

Discipline shall not be based upon infractions that have occurred more than

**SECTION 4.**

The City shall pay for repairs to previously purchased physical fitness equipment up to \$100 each contract year.

**SECTION 5.**

The City shall maintain curtains between all beds in the sleeping areas.

**ARTICLE XXIII**  
**WORK STOPPAGE****SECTION 1.**

The Union agrees that during the life of this agreement neither the Union nor its officers or agents will authorize, instigate, aid, condone, or engage in a strike, slowdown, or other interference with the Employer's operations. The Employer agrees that during the same period there shall be no lockouts.

**SECTION 2.**

It is further agreed that engaging in or instigating any strike, slowdown, or other material interference with the essential firefighting operations of the Fire Department is just cause for discipline as stated in the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended.

**ARTICLE XXIV**  
**WAIVER CLAUSE****SECTION 1.**

The parties acknowledge that during the negotiations which resulted in the agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, 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 by this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement.

**ARTICLE XXV**  
**MUTUAL AID PACT**

The employees of the Ypsilanti Fire Department will not be required to supplant the services of other communities when it has been made known that said community is involved in a labor dispute which has resulted in actual work stoppage by their firefighters. In the event of a major disaster such as great conflagration, riot, flood, epidemic of pestilence or disease or necessary absence of regularly employed firefighters due to military service, occurs, this provision shall not remain in effect.



therefore, are computed in the Final Average Compensation.

1. Regular Pay
2. Overtime Pay
3. FLSA Adjustment
4. Administrative Leave Pay (as applicable)
5. Compensatory Leave Pay
6. Vacation Pay
7. Sick Leave Pay
8. Worker's Compensation Pay
9. Holiday Pay (Administrative Persons)
10. PF Holiday
11. EMT Bonus (as applicable)

F. The following have not been, nor will they be, included in the FAC, nor have pension deductions taken from them:

1. Gun Allowance
2. Uniform Allowance
3. Food Allowance
4. Lump Sum Distributions for Sick or Vacation Pay
5. Health Care Waiver Reimbursements

### SECTION 3. NOTICE OF RETIREMENT

Employees desiring to retire shall make their intentions, inclusive of an effective date (month and year) known in writing prior to the adoption of the budget for the fiscal year in which they plan to retire. The purpose of this section is to allow the City to project allocations for the cash conversion of vacation and sick leave. In the event that an employee does not comply with this section, cash conversion of vacation and sick time may be deferred to the start of the next fiscal year following retirement. The City does agree that exceptions will be made in the event of retirements prompted by medical or emergency situations.

### SECTION 4. SICK TIME PAYOUT

- A. In the event a firefighting division employee retires or dies he/she shall receive compensation in a sum equivalent to one-half (1/2) of their accumulated unused sick leave credits, not to exceed a maximum of 120 days. This amount shall be paid at their prevailing salary grade. The formula shall be: accumulated unused sick leave days (maximum 120) divided by 2 = number of days available for payment x 24 hours = number of hours available for payment x prevailing hourly rate = amount to be paid.
- B. In the event a fire inspection division employee retires or dies, they shall receive compensation in a sum equivalent to one-half (1/2) of their accumulated unused sick leave credits, not to exceed a maximum of 200 days. This amount shall be paid at their prevailing salary grade. The formula shall be: accumulated unused sick leave

**SECTION 9. HEALTH AND DENTAL WAIVER**

If a retiree is covered under another health and dental insurance policy, and with proper verification and signed waiver, the retiree may receive payment in lieu of health and dental insurance, according to the following schedule:

Single Coverage - \$750/year.  
Two Person Coverage - \$1,000/year.  
Family Coverage - \$2,000/year.

Payable in arrears semi-annually in July and January.

Re-enrollment to City coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in city coverage re-enrollment contracts. Upon re-enrollment the payment will be prorated for the actual months prior that the retiree was not enrolled in the City's health and dental coverage.

**Section 10. ANNUITY WITHDRAWAL**

The City and Union agree to complete a no objection agreement to enable the Retirement Board to obtain an IRS ruling identifying the pension system as a two plan system, provided there is no cost to the City in implementing and administering the plan.

**ARTICLE XXVIII  
DISPATCH**

Non-Fire Department personnel may perform the dispatch function of the Ypsilanti Fire Department. The City shall determine the method of dispatching. In the event Non-Fire Department personnel outside of the Fire Station perform the dispatch function, the City shall ensure the security of the Fire Station. Security shall be in the form of a keyless entry system installed on the rear entry door. The overhead doors shall be controlled within the vehicle that requires access to those doors. In the event that the dispatch function is performed by the City of Ypsilanti Police Department Dispatchers, Fire Department personnel will assist in training the Police Department Dispatchers and will supply the Police Department dispatchers with all information necessary to perform the Fire Dispatch function.

**ARTICLE XXIX  
TRAINING****SECTION 1.**

The City may pay the cost of tuition and books for courses completed at college, university and training seminars. The employee must receive prior approval from the department head and the City Manager. The approval will not be given if the course is not job related or deemed to be beneficial to the employee's work and

**ARTICLE XXX**  
**SAFETY**

**SECTION 1.**

There shall be a shift officer on duty at all times.

**SECTION 2. - Safety Officer**

The City and Union will mutually agree on a Safety officer selected from the Union body. This safety officer will meet with the Fire Chief over safety issues.

**ARTICLE XXXI**  
**DURATION**

**SECTION 1.**

This agreement shall be effective the first day of July 1999, and shall remain in force and effect to, and including June 30, 2002.

**SECTION 2.**

The parties agree that, commencing not later than May 1, 2002, they will undertake negotiations for a new agreement for a succeeding period. It will be the Union's responsibility to notify the City within 60 days of the expiration of the contract if the Union wants to negotiate any new conditions or terms. If the City receives no notice (in writing by the expiration date), this contract will carry forward for the next term year.

**SECTION 3.**

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

**ARTICLE XXXII**  
**APPOINTMENT OF NEW FIREFIGHTERS**

**SECTION 1.**

The City and Union agree to change the provisions of Act 78 of 1935, Section 11 (b) from a rule of one (1) to the appointing authority having the right to appoint any of the candidates scoring 70% on a combination of written and oral testing. An additional agility, psychological and medical examination will be required and scored on a pass/fail basis. All remaining portions of the Act 78 not inconsistent with the above will remain in full force and affect.

**SECTION 2.**

The City and the Union agree to change the provision of Act 78 of 1935, Section 10 (c) relating to minimum and maximum age requirements of applicants by changing the minimum age of an applicant from 21 to 18 and by eliminating the maximum age provision of an applicant.

seniority points for the purpose of credit towards a final promotional test score. Seniority points will be added only if the candidate has a combined score of 70 or better under Section 3.

#### **SECTION 5.**

Any fire fighter or officer who is on a promotional list and who accepts a promotion will not be allowed to return to that list and will not be eligible for another promotion during the period of time that the promotional list is still in effect, in the event that the promotion does not become permanent.

#### **ARTICLE XXXIV** **PERFORMANCE EVALUATIONS**

Performance evaluations shall be conducted annually during the month of July.

Any individual whose total score is 70 points or below ("Needs Slight Improvement" or "Needs Much Improvement" Range) will be reevaluated within 60 calendar days.

Probationary employees will be evaluated every 90-calendar days. Upon completion of the probationary period employees will then be evaluated the next July.

Pay increments for those not at top pay of their respective pay grade will be received on the employee's anniversary date.

The original performance evaluation shall be maintained in the employee's master file located in the Personnel Department.

#### **ARTICLE XXXV** **FAIR LABOR STANDARDS ACT**

The City and Union hereby agree to implement the provisions of the Fair Labor Standards Act regarding overtime provisions effective April 15, 1986 and amended thereafter. Specific reference is made to The Fair Labor Standards Act of 1938, as amended Section 7 (k) and 29 CFR 553.16 work period.

#### **ARTICLE XXXVI** **CIVIL SERVICE COMMISSION RULE AUTHORITY**

The City and the Union hereby agree that the provisions of Act 78, 1935 as amended, Section 9 is hereby amended to prohibit the Civil Service Commission from prescribing, amending or enforcing any rules or regulations not consistent with this contract or current hiring and promotional policies.

The City shall defend, indemnify, and save the Association harmless against any and all claims, demands or suites arising out of this article.

**ARTICLE XL**  
**MISCELLANEOUS**

Retroactive payments (wages, food and uniforms) shall be paid in a regularly scheduled paycheck, within 30 days of approval by the City Council.

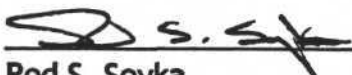
**ARTICLE XLI**  
**MINIMUM STAFFING**

The City shall maintain a minimum of six fire fighters including one shift officer, on duty every day.

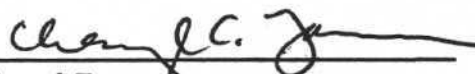
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

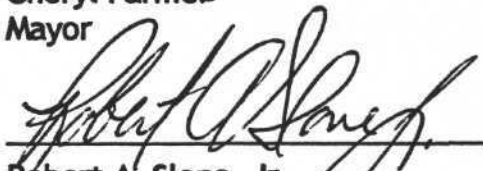
LOCAL 401 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the Ypsilanti Firefighters Association, AFL-CIO

CITY OF YPSILANTI, MICHIGAN a Michigan Corporation

  
Rod S. Soyka  
President

on 23. SEPT. 99  
Date

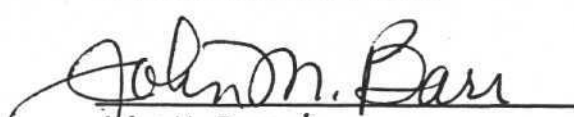
  
Cheryl Farmer  
Mayor

  
Robert A. Slone, Jr.  
City Clerk

  
Shari Gregory  
Personnel Administrator

on 9/24/99  
Date

APPROVED AS TO FORM:

  
John M. Barr  
City Attorney

On 9/24/99  
Date

## IAFF WAGE SCHEDULE

EFFECTIVE 7/1/99

FIREFIGHTER STEP/GRADE	FO1-1 START	FO1-2 AT 1YR	FO1-3 AT 2ND YR	FO1-4 AT 3RD YR	FO1-5 AT 4TH YR	FO1-6 AT 5TH YR
ANNUAL	\$29,000	\$31,610	\$34,455	\$37,556	\$41,311	\$45,443
BIWEEKLY	\$1,115.38	\$1,215.77	\$1,325.19	\$1,444.46	\$1,588.90	\$1,747.79
HOURLY	\$10.328	\$11.257	\$12.270	\$13.375	\$14.712	\$16.183

FIRE LIEUTENANT (112%)\*  
STEP/GRADE FO3-1

ANNUAL	\$50,896
BIWEEKLY	\$1,957.53
HOURLY	\$18.125

FIRE CAPTAIN (117%)  
STEP/GRADE FO4-1

ANNUAL	\$53,168
BIWEEKLY	\$2,044.92
HOURLY	\$18.934

FIRE MARSHAL (122%)  
STEP/GRADE FO5-1

ANNUAL	\$55,440
BIWEEKLY	\$2,132.31
HOURLY	\$26.654

\*of top paid firefighter

## IAFF WAGE SCHEDULE

EFFECTIVE 7/1/00

FIREFIGHTER STEP/GRADE	FO1-1 START	FO1-2 AT 1YR	FO1-3 AT 2ND YR	FO1-4 AT 3RD YR	FO1-5 AT 4TH YR	FO1-6 AT 5TH YR
ANNUAL	\$29,870	\$32,558	\$35,489	\$38,683	\$42,551	\$46,806
BIWEEKLY	\$1,148.85	\$1,252.24	\$1,364.94	\$1,487.79	\$1,636.57	\$1,800.22
HOURLY	\$10.637	\$11.595	\$12.638	\$13.776	\$15.153	\$16.669

FIRE LIEUTENANT (112%)\*  
STEP/GRADE FO3-1

ANNUAL	\$52,423
BIWEEKLY	\$2,016.25
HOURLY	\$18.669

FIRE CAPTAIN (117%)  
STEP/GRADE FO4-1

ANNUAL	\$54,763
BIWEEKLY	\$2,106.26
HOURLY	\$19.502

FIRE MARSHAL (122%)  
STEP/GRADE FO5-1

ANNUAL	\$57,103
BIWEEKLY	\$2,196.27
HOURLY	\$27.453

\*of top paid firefighter



IAFF WAGE SCHEDULE

EFFECTIVE 7/1/01

FIREFIGHTER STEP/GRADE	FO1-1 START	FO1-2 AT 1 YR	FO1-3 AT 2ND YR	FO1-4 AT 3RD YR	FO1-5 AT 4TH YR	FO1-6 AT 5TH YR
ANNUAL	\$30,766	\$33,535	\$36,553	\$39,843	\$43,827	\$48,210
BIWEEKLY	\$1,183.31	\$1,289.81	\$1,405.89	\$1,532.42	\$1,685.67	\$1,854.23
HOURLY	\$10.957	\$11.943	\$13.018	\$14.189	\$15.608	\$17.169

FIRE LIEUTENANT (112%)\*  
STEP/GRADE FO3-1

ANNUAL	\$53,995
BIWEEKLY	\$2,076.74
HOURLY	\$19.229

FIRE CAPTAIN (117%)  
STEP/GRADE FO4-1

ANNUAL	\$56,406
BIWEEKLY	\$2,169.45
HOURLY	\$20.088

FIRE MARSHAL (122%)  
STEP/GRADE FO5-1

ANNUAL	\$58,816
BIWEEKLY	\$2,262.16
HOURLY	\$20.946

\*of top paid firefighter