

**COLLECTIVE BARGAINING AGREEMENT**

*between*

**CITY OF ADRIAN**

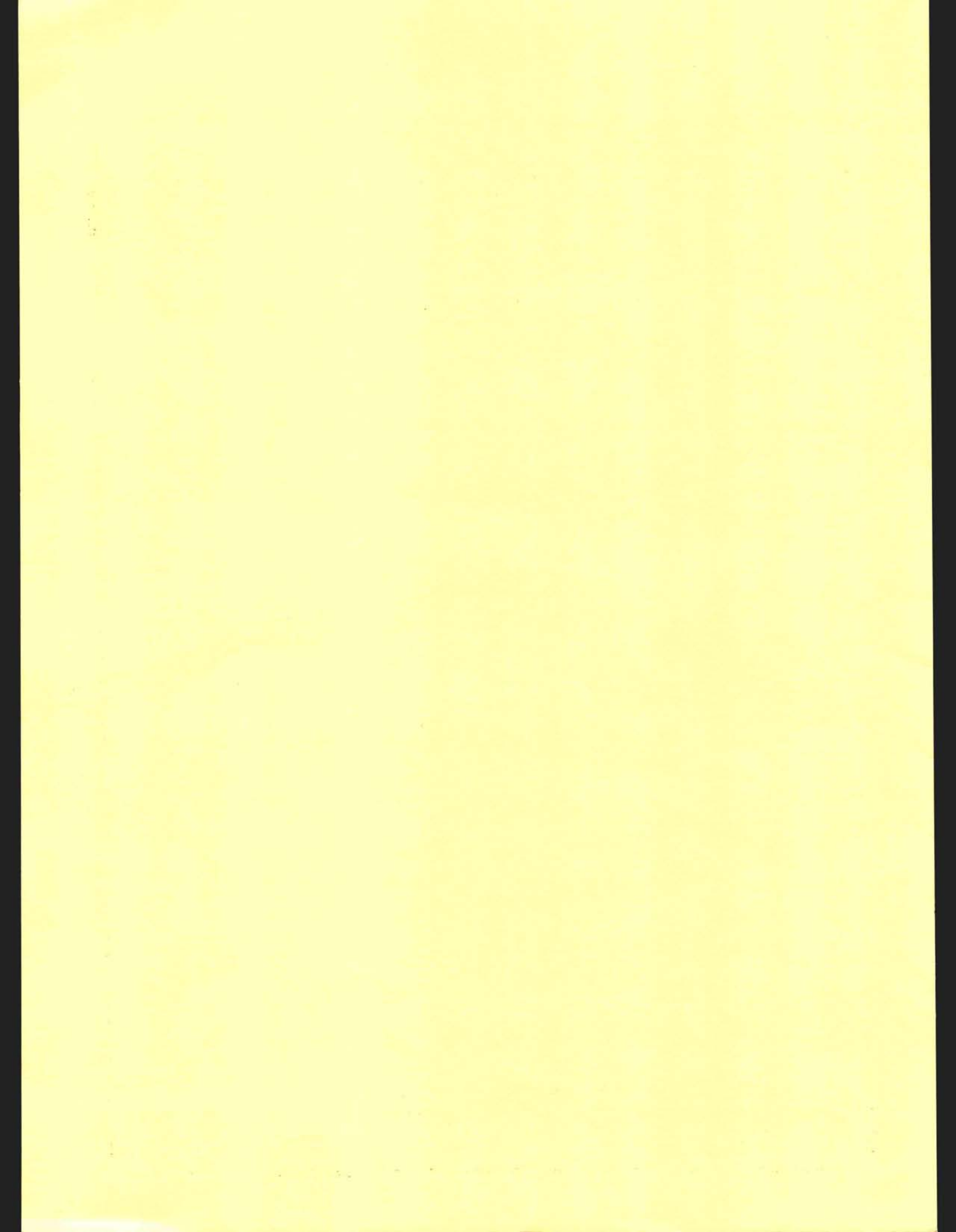
*and*

**LOCAL 1511 INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS (IAFF)**

*Adrian City of*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

**Effective April 7, 1997  
Expires July 1, 1999**



## TABLE OF CONTENTS

	<u>Page</u>
Article I, Recognition . . . . .	1
Article II, Maintenance of Membership-Agency Shop . . . . .	1
Article III, Check-Off . . . . .	2
Article IV, Association Activities . . . . .	4
Article V, Definitions . . . . .	4
Article VI, Joint Responsibilities . . . . .	6
Article VII, No Discrimination . . . . .	6
Article VIII, Management Responsibilities . . . . .	6
Article IX, Representation . . . . .	6
Article X, Grievance Procedure . . . . .	7
Article XI, Seniority . . . . .	10
Article XII, Hours of Work . . . . .	12
Article XIII, Trading Time . . . . .	14
Article XIV, Minimum Strength . . . . .	14
Article XV, Safety and Sanitary Conditions . . . . .	15
Article XVI, Longevity Pay . . . . .	17
Article XVII, Compensatory Time . . . . .	18
Article XVIII, Insurance . . . . .	18
Article XIX, Retirement . . . . .	19
Article XX, Holidays . . . . .	20
Article XXI, Vacations . . . . .	21

	<u>Page</u>
Article XXII, Sick Leave . . . . .	22
Article XXIII, Special Leave . . . . .	23
Article XXIV, Uniforms . . . . .	26
Article XXV, Maintenance of Conditions . . . . .	27
Article XXVI, General Provisions . . . . .	27
Article XXVII, Training . . . . .	28
Article XXVIII, Assignments . . . . .	28
Article XXIX, Duration . . . . .	30
Schedule "A" . . . . .	31
Letters of Understanding . . . . .	34

## AGREEMENT

THIS AGREEMENT, entered into this 7th day of April, 1997, by and between the City of Adrian, a Michigan Municipal Corporation, hereinafter referred to as the "City," and Local 1511, International Association of Fire Fighters (I.A.F.F.), hereinafter referred to as the "Association."

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City, employees and Association.

The parties mutually recognize that the responsibilities of both the employees and the City to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public as is provided by law.

The Association further recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to work with the City to encourage increased efficiency on the part of its members.

To these ends, the City and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and agreements hereinafter contained, it is agreed that:

### ARTICLE I - RECOGNITION

#### Section A. Bargaining Unit.

Pursuant to and in accordance with all applicable provisions of P.A. 336 of the Public Acts of Michigan, 1947, as amended, the City does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the terms of this Agreement for the employees of the City included in the bargaining unit as described below:

Firefighters, Lieutenants and Captains

Section B. Excluded from the above unit will be the Fire Chief, clerical or other non-fire personnel.

### ARTICLE II - MAINTENANCE OF MEMBERSHIP-AGENCY SHOP

Section A. All regular, full-time employees covered by this Agreement who are members of the bargaining unit, but who are not members of the Association and who desire membership

in the Association shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.

**Section B.** Membership in the Association is not compulsory for regular, full-time employees of the bargaining unit, but those who do not desire to join the Association must authorize the City to deduct from their pay an amount equal to the initiation fees required of all members of the Association and an amount equal to regular periodic monthly dues required of all members as agency shop contributions.

**Section C.** Any member of the bargaining unit who fails to join the Association and does not authorize the deductions set forth above, shall be discharged.

**Section D.** New probationary employees on completion of their probationary period shall be required as a condition of continued employment authorize the deductions as set forth above.

**Section E.** No employee shall be separated under this provision, however, unless the Association has notified the employee member by letter addressed to the employee at the address last known to the Association, concerning the employee's delinquency in not tendering the periodic dues and initiation fees required uniformly of all members, or agency shop contributions and warning the employees that unless the employee's dues and/or fees are tendered within ten (10) days the employee will be reported to the City for termination from employment as provided herein; and

**Section F.** The Association has furnished the City with written certification that the foregoing procedure has been followed, but the employee has not complied.

**Section G.** It is further specifically agreed that this section shall be deemed to be of no force and effect in the event the continuation of this Maintenance of Membership or Agency Shop clause contravene the laws of the State of Michigan as presently existing or as they may exist in the future.

**Section H.** The Association agrees to hold the City harmless from all clauses, action or damages which may result if in the event it complies with this contractual provision of the written request of the Association.

### **ARTICLE III - CHECKOFF**

**Section A.** Association Initiation Fees, Dues and Agency Shop Contributions. Employees may tender the initiation fee and monthly membership dues and agency shop contributions by signing the Authorization for Check-Off of Dues form, or may pay the same directly to the Association.

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off Dues and agency shop contributions hereinafter set forth, and to the extent the



laws of the State of Michigan permit, the City agrees to deduct the regular periodic Association membership dues levied and agency shop contributions in accordance with the constitution and bylaws of the Association from the pay of each employee who executes or has executed and delivered to the City the Authorization for Check-Off of Dues and Agency Shop Contributions form agreed to by the City.

**Section B.** Deductions shall be made only in accordance with the provisions of said Authorizations submitted, together with the provisions of this Agreement. The City shall have no responsibility for the collection of any deductions not in accordance with this provision.

**Section C.** A properly executed copy of each authorization for each employee for whom checkoff is authorized shall be delivered to the City before any payroll deductions are made. Deductions shall be made thereafter only under authorizations which have been properly executed and are in effect. Any authorization form which is incomplete or in error will be returned to the Association Financial Secretary by the City.

**Section D.** Check-off deductions under all, properly executed authorization forms shall become effective at the time the application is tendered to the City and shall be deducted from the first (1st) pay of the month and each month thereafter.

**Section E.** In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the Provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.

**Section F.** Deductions for any calendar month shall be remitted to the designated financial officer of the Association as soon as possible following the tenth (10th) day of the following month.

**Section G.** An employee shall cease to be subject to check-off beginning with the month immediately following the month in which the employee is terminated. The Association will be notified by the City of the names of such employees following the end of the month in which the employee is terminated. The Association will be notified by the City of the names of such employees following the end of the month in which the termination occurred. Any employee may voluntarily cancel or revoke the authorizations upon thirty (30) days written notice to the Association and the City.

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

The Association will protect and save harmless the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with this Agreement.

## ARTICLE IV - ASSOCIATION ACTIVITIES

### Section A. Bulletin Boards.

The City agrees to furnish one full-size bulletin board for the use of the Association. The space may be used for only material related to the Association. The Association President shall be responsible for all material on the board.

### Section B. Meeting Place.

The Association 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.

### Section C. City Charter and Code

The City shall provide and make available to the Association, a complete, current and up-to-date copy of the City Charter and all appropriate code provisions and ordinances, at the sole expense of the City; and further the City shall maintain said Charter, Code and Ordinances in a current and up-to-date manner throughout the life of the Agreement. The Association and its members agree to abide by such applicable provisions.

### Section D. Association Business.

Authorized committee members shall be paid for time lost during working hours in attending grievance, negotiation or other meetings with the City. The City Administrator or the designated representative will notify supervisory personnel of scheduled meetings for this purpose. The City agrees to allow Association members to perform Association business during duty hours, but not prior to 6:00 p.m. insofar as such business is not disruptive of the duties of the employees or the efficient operation of the department.

### Section E. Financial.

The City agrees to provide to the Association, on a loan basis, one copy of each years' City Budget and one copy of each City Audit.

## ARTICLE V - DEFINITIONS

For the purpose of this Agreement, definitions shall be as follows:

"Employees" shall mean only those employees of the Fire Department of the City of Adrian below the rank of Fire Chief who are subject to the provisions of Article I Bargaining Unit, of this Agreement.



"Probationary Employee." A new employee shall be probationary without seniority until the employee has been employed and actively at work for twelve (12) months, excluding absences which exceed fifteen (15) consecutive days, at the end of which period he or she shall be entered on the department seniority list as of the first day of employment, or such date not to exceed twelve (12) months prior to the date of completion of the probationary period allowing for absences of breaks in employment exceeding fifteen (.15) consecutive days. A probationary employee may be laid off, disciplined or terminated at the discretion of the City without recourse to the grievance procedure contained herein.

"Regular, Full-Time Employee." A regular, full-time employee is an employee who has completed the probationary period and has been certified by the Fire Chief and the City Administrator for status as a permanent employee.

"Temporary Employee." A temporary employee is an individual employed for special events or an individual employed to serve for a period not to exceed six (6) months.

"Committee Member." The Collective Bargaining Committee of the Association as recognized in Article IX of this Agreement shall mean "Committee."

"City" shall mean the City of Adrian, Lenawee County, Michigan.

"Association" shall mean Local 1511 of the International Association of Fire Fighters (I.A.F.F.).

"Management" shall mean such members of the administrative staff as designated by the City Administrator.

"Department" shall mean the Fire Department of the City of Adrian, Lenawee County, Michigan.

"Working Days" as referred to in the grievance procedure shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

"Regular Hourly Rate" shall be the hourly rate arrived at by dividing the annual salary by the number of annual duty hours scheduled for the employee.

"Overtime Hourly Rate" shall be the hourly rate arrived at by dividing the sum of the annual salary, annual education premium and the annual longevity pay by the number of annual duty hours scheduled for the employee.

"M.E.R.S." is the Municipal Employees Retirement System.

## ARTICLE VI - JOINT RESPONSIBILITIES

**Section A.** The Association agrees that there shall be no strikes, slowdowns, or other interruption of work or restriction of operations of the City by any of its members during the term of this Agreement. It is the intent of the parties that all grievances and disputes shall be processed through the grievance procedure of this Agreement in a timely manner. The City agrees that there shall be no lockout during the term of this Agreement.

## ARTICLE VII - NO DISCRIMINATION

The City and/or the Association shall not discriminate against any employee because of age, sex, race, color, creed, nationality or religious belief.

## ARTICLE VIII - MANAGEMENT RESPONSIBILITIES

**Section A.** It is recognized 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 lawful prerogatives of the City shall remain and be solely the City's right and responsibility, except as limited by applicable law. 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 policy, the rights to decide the number and location of fire stations, maintenance of a regular or minor type not requiring the skills of a professional or journeyman, schedules of work, the right to hire, promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees.

**Section B.** It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and/or classifications, provided that any employee laid off, or involuntarily transferred, shall be reassigned to his prior position when such position is next filled.

**Section C.** It is agreed that the foregoing sections which are vested exclusively in the City are subject only to the express provisions of this Agreement as herein set forth.

## ARTICLE IX - REPRESENTATION

The employees covered by this Agreement shall be represented by a committee of no more than four (4) members, one of whom shall be the Chairperson who shall be elected in any manner determined by the members of the Association.

The Association and the City shall provide to each other a written list of names and titles of their respective representatives and shall provide prompt notice of any changes thereto.

## ARTICLE X - GRIEVANCE PROCEDURE

Should a difference arise between the City and the Association as to the meaning or application of this Agreement, it shall be settled in accordance with the grievance procedure set forth below:

**Step 1.** Any complaint of an employee shall be taken up by the aggrieved party, the committee member and the immediate supervisor. If no committee member is on the job site then such meeting shall be arranged within ten (10) working days. If the grievance is not settled, it shall be reduced to writing, citing the section of the Agreement alleged to have been violated and signed by the grievant and submitted to the Fire Chief. Any Grievance not submitted to the Fire Chief within ten (10) working days after the employee should have had knowledge of the occurrence of the cause upon which the grievance is based, shall be automatically closed. In any event, all Grievances must have been filed in writing with the Fire Chief within thirty (30) calendar days of the date of occurrence of the cause upon which the grievance is based.

**Step 2.** The written grievance shall be discussed between the committee member and the Fire Chief. The Fire Chief shall give a written decision within five (5) working days (excluding Saturdays, Sundays and holidays) following the discussion of the written grievance with the committee member.

**Step 3.** In the event the Grievance is not settled in Step 2, the Personnel Director shall be notified in writing within ten (10) working days, following the discussion at Step 2, and a meeting shall be held between the Committee and the Personnel Director within ten (10) working days, or at a time mutually agreed upon.

Following this meeting, the decision of the City shall be served upon any officer of the Association in writing, within five (5) working days, unless the time is extended by mutual agreement.

**Step 4.** In the event the grievance is not settled satisfactorily at the conclusion of Step 3, a meeting with the Committee and the City Administrator shall be held within fifteen (15) days following receipt of the written decision of Step 3 or at a mutually agreeable later date. The decision of the City following this meeting shall be served on any officer of the Association within five (5) working days following the date of the meeting unless time is extended by mutual agreement.

**Step 5.** If the grievance concerns promotions, discipline, discharge or such other matters as may be subject to the provisions of Public Act 78 of the Public Acts of Michigan, 1935, as amended, the Association may elect to file within five (5) working days of the Step 4 decision an appeal of the Step 4 decision to the Adrian City Civil Service Commission or may elect to proceed directly to arbitration under Step 6 of the grievance procedure. Provided, further, that there shall be no appeal from the Civil Service Commission to arbitration or from arbitration to the Civil Service Commission. If the Association elects to appeal to the Civil Service Commission, any decision rendered by said Commission may be appealed only as provided by

Public Act 78 of the Public Acts of Michigan, 1935, as amended, and such decisions are not subject to the remaining grievance steps of this Agreement.

**Step 6.**

(a) The party requesting arbitration must notify the other party in writing within five (5) working days of the day the written disposition of the grievance following Step 4 was served by the City on the Association. In event either party shall fail to serve such written notice within the time set forth above, the matter shall be deemed to be settled on the basis of the written disposition following Step 4 and shall not be subject to arbitration. When arbitration has been requested and notice given, a request shall be made for appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules then existing. All such requests for arbitration shall be in writing and shall state the precise issue to be decided, the specific portions of the agreement which are claimed to have been violated and the basis on which such violations are claimed. For purpose of this clause, all notices served on the Association shall be served on the Association's President and to the American Arbitration Association as set forth above in writing by certified mail. All notices served on the City shall be served on the City Clerk and to the American Arbitration Association as set forth above in writing by certified mail.

(b) The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration are grievances which question the exercise of rights set forth in Article VIII of this Agreement entitled Management Responsibility, or which question the use or application of any right over which the Employer is given unilateral discretion in this Agreement. However, the Association may arbitrate a grievance based upon the claims that the City has exceeded such rights as set forth in the said Article VIII of this Agreement.

Excluded from arbitration are disputes and unresolved grievances concerning discipline or discharge of strikers who struck in violation of the no-strike pledge of this Agreement.

Excluded from arbitration at the election of the City, but in no manner waived in any other forum, are any monetary claims by the City against the Association, its officers, or members for breach of the no-strike pledge in this Agreement.

Excluded from arbitration are those matters as may be subject to the provisions contained in Public Act 78 of the Public Acts of Michigan, 1935, as amended which the Association has elected to appeal to the Adrian City Civil Service Commission.



The arbitrator shall have full power to determine if either party to this Agreement has authorized and/or committed any act in violation of the "No-Strike-No Lockout" provisions of this Agreement titled "JOINT RESPONSIBILITIES."

(c) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement.

In the extent a case is appealed to an arbitrator and he or she finds that he or she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

(d) The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances shall be based in whole or in part or contain a reference to statutes, decisions, regulations, or other extra contract matters not specifically incorporated in this Agreement.

(e) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

(f) Any agreement reached between management and the union is binding on all workers affected. The sole remedy available to any employee for any alleged break of the agreement shall be pursuant to the grievance procedure, provided, however, that nothing herein shall prevent an employee from electing to pursue a legal or statutory remedy providing such election will bar any further or subsequent proceedings for relief under the grievance procedure.

(g) The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment. The parties may, prior to submission of a dispute to arbitration, agree that the award shall not be a binding, precedent in like or similar situations.

(h) It is further specifically understood and agreed that in no event shall any discipline imposed on any employee be mitigated, in whole or in part, due to the length of the employee's service with the City, except in the sole discretion of the City, nor shall an arbitrator have the power to mitigate any discipline imposed by the City based upon an employee's length of service with the City.

(i) Any grievance not appealed in writing, within the number of days provided for such appeal, following the receipt of the decision in one of the steps of the grievance procedure to the next step as prescribed, shall be considered dropped. The City shall not be authorized by this procedure to file grievance against the Association.

(j) Any grievance involving discharge or disciplinary actions must be filed in writing within two (2) working days after a written notice has been filed with the Committee. The City shall render a decision within two (2) working days after receipt of the grievance.

(k) An employee who is reinstated after discharge and/or disciplinary actions layoff shall be returned to the same work, work of a similar class at the same rate of pay, or as may be agreed to by the parties.

(l) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

(m) All layoff and recall notices and notices of disciplinary and discharge action taken and the reasons therefore shall be in writing. Wherever practicable, employees shall not be required to leave the premises until they have been afforded an opportunity to talk to their committee member. A copy of all such notices shall be given to the Committee.

(n) An Agreement reached between the City and the Committee is binding on all workers affected and cannot be changed by any individual.

(o) Labor-Management meetings between the Committee and the City may be held at any time upon mutual agreement between the parties. An agenda shall be prepared and submitted by the party requesting the meeting to the other party at least three (3) working days prior to the meeting. Grievances shall not be the topic of these meetings. Authorized committee members shall be paid for time lost during their working hours in attending these meetings. The City Administrator or the designated representative will notify supervisory personnel of scheduled Labor-Management meetings.

## **ARTICLE XI - SENIORITY**

**Section A.** When an employee finishes the probationary period of one (1) year of continuous, full-time employment, he shall be placed on the department seniority list and his seniority shall date from his date of employment. It is understood, however, that insurance benefits, holiday pay and funeral leave under Article XXIII, Section B and military reserve leave shall become effective after twenty (20) weeks.

**Section B.** When there is a reduction of the working forces in the department, the following procedure shall govern in making layoffs:

1. Probationary and/or temporary employees shall be laid off first in any order.
2. Regular, full-time employees shall be laid off next in the order of seniority, provided the employees desiring to exercise their seniority to continue working must be fully able and qualified to perform the work required. Employees who feel they are fully able and qualified and are laid off shall have recourse through the grievance procedure.



3. Regular, full-time employees shall be given at least two (2) weeks advance notice prior to being laid off. Copies of the notice shall be given to the Committee.

**Section C.** An employee shall be terminated and lose his or her seniority rights if the employee:

1. Quits or retires.
2. Is discharged for just cause.
3. Is absent without leave contrary to the published Rules and Regulations of the department.
4. Gives false reason to obtain a leave or fails to return to work at the termination of his or her leave, without justifiable reason.
5. Is laid off for a period equal to his or her seniority at the time of layoff or three (3) years, whichever is the lesser.

**Section D.** Recalls shall be in the reverse order of layoffs, provided the employee is fully able and qualified to perform the work required. Employees recalled to work shall be given five (5) calendar days advance notice in which to report to work. Copy of notices shall be given to the Committee. Employees failing to report within five (5) calendar days after being notified, or failing to give reasons satisfactory to the City for not reporting, shall be considered as having voluntarily quit.

**Section E.** The City shall maintain a true seniority list of all department employees having seniority rights, copies of which shall be posted in the department.

**Section F.** Employees shall notify the City of their proper post office address and phone number or change of address or phone number. The City shall be entitled to rely upon the address shown upon its records for all purposes.

**Section G.** Any employee who is promoted or transferred out of the bargaining unit, but who continues as an employee of the City, shall retain his or her department seniority, but shall not accumulate seniority until such time as he or she may be returned by the City to the department.

**Section H.** Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof except as may be specifically excluded elsewhere in this Agreement.

**Section I.** The Selective Service Act, as presently existing or as may be amended from time to time, shall govern the reemployment rights of employees called to the service.

**Section J.** Employees permanently or partially incapacitated by occupational injury or illness arising out of and in the course of their employment with the City may be assigned other work, which in the judgment of Management they are capable of performing, without regard to any seniority provisions of this Agreement. This provision shall not accord employees superseniority beyond their seniority date to provide continuous work.

Employees so assigned shall be paid the regular rate of pay of the job to which they are assigned. This provision shall not be construed as a guarantee of employment or an obligation of the City to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employees under the applicable Workers' Compensation Act.

**Section K.** In assigning employees covered by this Agreement to duties within the bargaining unit, seniority will govern whenever qualifications and abilities being considered are equal in the opinion of the Chief. An employee awarded a new assignment shall have sixty (60) days to qualify for such assignment.

**Section L.** For eligibility lists created after July 1, 1996, an otherwise qualified candidate who achieves a standard score of 85 or higher for applicant's testing for the City of Adrian Fire Fighter position, or is within the "A" band as certified by an outside testing agency such as the Michigan Municipal League, shall be placed on the eligibility list.

The City shall have the right to hire anyone whose name appears on the eligibility list. Said list shall remain in effect for one year. It may be extended for up to two periods of six (6) months by action of the Personnel Director.

## **ARTICLE XII - HOURS OF WORK**

**Section A.** Bargaining unit employees shall have work periods of at least seven (7) but less than twenty-eight (28) consecutive days with tours of duty not to exceed twenty-four (24) hours in a forty-eight (48) hour period as prescribed by P.A. 125 of 1925 as amended and P.A. 115 of 1965 M.S.A. 5.3331, as amended of the Public Acts of Michigan. The work days shall commence at 7:00 a.m. and work cycles shall consist of 24 hours on duty, 24 hours off duty, 24 hours on-duty, 24 hours off-duty, 24 hours on-duty, 96 hours off-duty, then repeat the schedule until the 28-day cycle is completed.

**Section B.** Overtime pay shall be paid to employees at one and one-half (1-1/2) times their overtime hourly rate of pay as follows:

1. For work performed in excess of the aggregate number of hours allowed at their regular hourly rate of pay within a work period.
2. For extended time (minimum of one (1) hour) of duty beyond the employee's assigned tour of duty.

3. When called in to maintain shift strength level of personnel.
4. Holiday work performed on their regular assigned duty tour.
5. When Fire Officers attend mandatory staff meetings.

**Section C.** Employees called in to perform work at times other than the beginning of their regularly scheduled reporting time shall be paid at a rate of one and one half (1-1/2) times their overtime hourly rate of pay for a minimum period of two (2) hours as follows:

1. To perform work on a holiday.
2. To perform work in situations demanding personnel beyond the authorized shift personnel strength.
3. To maintain personnel strength as determined by the Chief for unusual circumstances.
4. To maintain shift strength due to mutual aid calls, i.e., pumper assist, tower assist, county air truck assist.

**Section D.** For extended time of duty beyond the employee's assigned tour of duty while at the scene of an emergency, the employee shall be paid at a rate of one and a half (1-1/2) their overtime hourly rate of pay for a minimum of one (1) hour.

**Section E.** Overtime pay shall be paid to employees no later than the next scheduled pay period in which the overtime pay is earned unless the employee indicates on the form provided by the City a preference for compensatory time off.

**Section F.** In lieu of overtime pay, employees may be allowed compensatory time off in an amount equal to their overtime rate of pay. In no instance shall compensatory time accumulate beyond 96 hours.

**Section G.** Employees called to testify in court, on behalf of the City, or for actions resulting from incidents occurring while on duty, shall be paid as specified under Section C of this article or in lieu of overtime pay be allowed compensatory time off as provided for under Section E of this article.

**Section H.** Payment and/or compensatory time shall be calculated from time of tone-out until time of sign out, provided employee signs in within 15 minutes of being called, for a minimum of two (2) hours. otherwise, payment shall be from time of sign in for a minimum of two (2) hours.

### ARTICLE XIII - TRADING TIME

Employees who for personal reasons require time off and who are unable to obtain time off due to shift demands, may arrange to trade shift duty with another employee provided:

1. Another employee voluntarily agrees to the shift trade, and is capable of performing the assigned duties.
2. Prior approval of the officer in charge of the shift on which the trading of time is to take place is required before the trade may take place. Written prior approval of the Chief is required if trading for more than three (3) consecutive days.
3. A probationary or a temporary employee may not work for another employee. However, a probationary employee may work for another employee after the completion of twenty (20) weeks of duty.
4. A regular, full-time employee may work for a probationary employee.
5. The City assumes no liability in the event that traded time is not paid back and is not required to keep records of traded time.
6. The employee requesting the trade is required to make-up training missed because of the trading of time.

### ARTICLE XIV - MINIMUM STRENGTH

**Section A.** The Fire Chief shall establish, modify or amend an appropriate Table of Organization and level of personnel strength as directed by the City Administrator, provided, however, there shall be a minimum of eighteen (18) full-time certified Firefighters in the Fire Department bargaining unit. The Association shall be notified by the Fire Chief of the effective dates of department strength changes. It is understood that if the number falls below 18 because of a quit, termination or retirement, a new Firefighter will be hired within a reasonable period of time.

**Section B.** For purposes of meeting personnel requirements to maintain the required manpower strength as directed by the City, the following procedure will be followed:

1. Members of the Association will have opportunity to affix their names to a sign-up sheet for overtime work.
2. When the strength of any shift falls below the minimum number specified by the City, the Chief or his or her designee shall call-in the necessary manpower to meet this requirement.

3. Any member of the Association called and who agrees to report for duty to satisfy minimum strength requirements, shall be paid at an overtime rate as provided under Article XII of this Agreement.

**Section C.** The City shall allow up to two (2) firefighters to be off-duty at any one time.

#### **ARTICLE XV - SAFETY AND SANITARY CONDITIONS**

**Section A.** Safety rules and regulations issued by the City, State and Federal governments for the health and safety of employees and the public shall be strictly adhered to. The Association and the City shall cooperate in enforcing all such measures.

**Section B.** The City shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees.

**Section C.** The employees shall use and make every effort to preserve and maintain the devices and equipment provided for their safety and shall observe the rules and practices applicable to the work.

**Section D.** The Association shall designate one (1) of its members to serve as a Safety Representative on the City Safety Council for the purpose of participating in safety discussions and assisting in promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. Employees should report any unsafe practice or condition to their immediate supervisor. If the matter is not resolved, the employee may file a complaint with the safety council member and the matter will be referred to the Safety Council. If the matter is not resolved by the Safety Council within ten (10) working days following presentation to the Council, there shall be recourse to the grievance procedure or other remedies as provided by law if desired by the Association. Safety grievances shall not become part of the Association's Safety Representative's personnel file.

It is the desire of the City and the Association to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, or illness in the fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the City. These devices, apparel and equipment may be inspected by the Association's representative to the City Safety Council on a periodical basis to insure proper maintenance and replacement.

The City shall permit the Association's Safety Council representative to enter any fire department facility when investigating health or safety conditions as a mutually agreeable time consistent with efficient department operation.



The Association Safety Council Representative may:

1. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures.
2. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.
3. Promote safety and first aid training for firefighters
4. Participate in promoting and selling safety and safety programs to employees.
5. Review and analyze any reports of accidents, deaths, injuries, or illnesses and recommend rules and procedures for the promotion of health and safety of the firefighters.

The representative may accompany the state inspector on tour of the fire department facilities, subject to the inspector's consent.

The representative on duty on the day the City holds Safety Meetings at City Hall shall be in attendance, regardless of manpower strength at the station.

**Section E.** An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action by the City.

**Section F.** It is the duty of the employee and he or she shall immediately or at the end of his or her shift, report all defects of equipment to his or her immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Chief, with a copy to the City Administrator.

**Section G.** An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for that whole shift.

**Section H.** The City agrees to form a committee to review safety standards and equipment within the department and any other fire department related matter. This committee shall meet on not less than a quarterly basis. Grievances shall not be a topic of the committee.



## ARTICLE XVI - LONGEVITY PAY

**Section A.** In addition to an employee's base pay, longevity pay shall be computed and paid for by the City subject to the terms and conditions as set forth below:

1. Said employees who have been continuously employed by the City for more than five (5) years and for less than ten (10) years shall be granted longevity pay in an amount of \$250.00.
2. Said employees who have been continuously employed by the City for more than ten (10) and for less than fifteen (15) years shall be granted longevity pay in an amount equal to \$500.00.
3. Said employees who have been continuously employed by the City for more than fifteen (15) years and for less than twenty (20) years shall be granted longevity pay in an amount equal to \$750.00
4. Employees who have been continuously employed by the City for twenty (20) years or more shall be granted longevity pay in an amount equal to \$1,000.00.

Provided, however, eligible employees hired prior to July 1, 1987, shall continue to receive longevity based on the schedule shown below. It shall be capped at the base salary of \$25,000 for Firefighter, \$26,000 for Lieutenants and \$27,000 for Captains.

1. Employees who have been continuously employed by the City for more than five (.5) years and for less than ten (10) years shall be granted longevity pay in an amount equal to two and one-half (2- 1/2) percent of their base pay.
2. Employees who have been continuously employed by the City for ten (10) years or more, but less than fifteen (15) years shall be granted longevity pay in an amount equal to five (5) percent of their base pay.
3. Employees who have been continuously employed by the City for fifteen (15) years or more, but less than twenty (20) years shall be ranted longevity pay in an amount equal to seven and one-half (7-1/2) percent of their base pay.
4. Employees who have been continuously employed by the City for twenty (20) years or more shall be granted longevity pay in an amount equal to ten (10) percent of their base pay.

**Section B.** An employee's length of service with the City for longevity pay purposes shall be computed and determined according to the number of years the employee has been continuously employed by the City as of July 1st of each calendar year.

**Section C.** Longevity pay, as provided herein, shall be paid on the second payday in November of each year based upon the annual salary in effect at that time.

**Section D.** The lump sum longevity payment as set forth above is for the twelve (12.) month period commencing July of each year in which it is paid. In the event of retirement or separation for any reason, longevity pay shall be prorated from the first day of July preceding retirement or separation to the date of such retirement or separation. If retirement or separation occurs after the lump sum payment has been made for the twelve month period set forth herein, the employee shall reimburse the City for the prorate amount applicable to that portion of the period following retirement or separation.

### **ARTICLE XVII - COMPENSATORY TIME**

**Section A.** Employees covered by this Agreement may accumulate and be granted compensatory time off subject to the following terms and conditions:

1. Hours worked in excess of those hours permitted by statute for fire service work periods, provided time off can be granted and used as provided under Article XII, Section F.
2. Time accumulated for holidays worked as provided under Article XX, Holidays.

**Section B.** An employee may request, and the officer in charge of the shift may grant, compensatory time off, at any time subject to manpower requirements.

**Section C.** The employee's name and date granted for compensatory time off will be posted by the officer in charge of the employee's shift.

### **ARTICLE XVIII - INSURANCE**

**Section A.** The City shall provide life insurance for each permanent employee enrolling in the plan in the amount of \$17,500.00. Effective July 1, 1997, said amount shall be increased to \$20,000.00. The policy shall contain a clause providing double indemnity in the event of accidental death.

**Section B.** The City shall purchase health insurance from a competent carrier of its choice to provide benefits equivalent to the following:

Blue Cross-Blue Shield PPO with \$5 generic prescription drug, with the City paying for all increases in premiums during the term of this 1996-99 agreement, for regular, full-time employees (and eligible dependents) who have completed twenty (20) weeks of employment and enroll in the program and are not otherwise covered by another medical hospitalization plan paid by the City or another employer. Effective June 1, 1997, or as soon thereafter as is possible, change to an up to \$8 deductible preferred prescription plan.

The City shall only pay fifty percent (50%) of the cost of the dependent care rider.

The City shall provide a \$100 per month cash buyout in lieu of insurance, said buyout to be provided through a Section 125 Plan payable in December for the calendar year.

Employees taking health insurance pay ten dollars (\$10.00) per month toward the cost of their health insurance. Effective January 1, 1997, said amount shall be increased to fifteen dollars \$15.00. Effective January 1, 1998, said amount shall be increased to twenty dollars (\$20.00). Effective January 1, 1999, said amount shall be increased to twenty-five dollars (\$25.00).

**Section C.** The City shall carry insurance which will provide compensation for any employee who suffers an injury or illness determined to be sustained in the course of employment with the City.

**Section D.** Effective September 1, 1981, and thereafter for the life of this agreement, the City will pay the premiums to provide a dental plan for regular, full-time employees who enroll in the program. The dental plan will cover typical diagnostic, preventative, restorative, endodontic, predontic and oral surgery services at a 75% co-pay rate and prosthodontic services (bridges, partials and dentures) at a 50% co-pay basis with an annual dollar limit of \$600 per person as outlined in the agreement with the carrier.

**Section E.** A probationary employee who enrolls in the plan(s) shall become insured following the completion of twenty weeks of employment provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

**Section F.** The insurance coverage listed above shall be discontinued on the day the employee's services are terminated (including quit, retirement, etc.) or the end of the month if the employee is laid off or going on leave of absence as outlined under Section E, Article XXIII-Special Leave, of this Agreement.

#### **ARTICLE XIX - RETIREMENT**

**Section A.** Retirement benefits shall be provided in accordance with the provisions of the Michigan Municipal Employees Retirement System Plan B-4 with Benefit Programs E-2 and F-55 with 25 years of service as subsequently amended from time to time, provided, however, any matters involving pensions shall not be subject to the grievance procedure or arbitration.

**Section B.** Employees reaching the age of sixty-five (65) years shall be automatically retired.

**Section C.** Employees who are no longer able to perform the duties their position may be eligible for disability retirement.

## ARTICLE XX - HOLIDAYS

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

New Year's Day	Thanksgiving
Memorial Day	Christmas
Independence Day	Personal Business Day (to be selected
Labor Day	by the employee)

**Section B.** Only regular, full-time employees are entitled to holiday pay for the above listed days. To be eligible for holiday pay, regular, full-time employees must have worked for the City on the last scheduled work day preceding, the holiday and the first scheduled work day following the holiday unless on an authorized leave in advance. Should injury, illness or death in the family, or unforeseen circumstances make it impossible to notify in advance, employees must show proof that their absence was unavoidable.

**Section C.** If a holiday falls within employees' vacation periods, such holiday shall not be considered as part of vacation periods and employee shall receive their full vacation in addition to holiday pay.

**Section D.** Employees shall have the option within each annual period commencing January 1st of any given year and ending December 31st of the year immediately following of receiving, holiday compensation for that period as provided below:

1. Compensatory time off at a time mutually agreeable to the employee and the City, equivalent to the number of holiday hours earned.
2. A lump sum payment at the employee's regular hourly rate equivalent to the number of holiday hours earned.

**Section E.** Holiday time may not be accrued beyond the annual period in which it is earned. Employees who elect compensatory time off for time worked on any of the above holidays during any annual period as stated above must have done so prior to January 1st of each year. Employees shall be paid a lump sum in the last pay period in January, at their regular hourly rate as of December 31st of the year in which the holiday occurred, for all holiday time earned within the preceding annual period not previously compensated for. An employee who elects and uses compensatory time off shall not be entitled to compensation for the same period.

**Section F.** All work performed on any of the above named holidays shall be paid for as prescribed under Section B, Article XII Hours of Work in addition to the provisions of Section D of this article.

## ARTICLE XXI - VACATION

**Section A.** All regular, full-time employees shall be granted an annual vacation with pay, subject to the terms and conditions as set forth below. The vacation year is the calendar year and shall accrue on January 1 of each year. All regular, full-time employees shall earn one-twelfth (1/12th) of their annual amount of vacation for each month of the previous calendar year that the employee worked for the City.

**Section B.** All vacations shall be scheduled by the Fire Chief with consideration for the desires of the employee concerned, consistent with efficient department operations and the availability of relief personnel. On approval of the Fire Chief, employees may use any of their accumulated compensatory time to supplement their vacations.

**Section C.** Regular, full-time employees who have been employed by the City for less than one (1) full year of service may be granted a prorated vacation for up to a maximum of three (3) working days during their first year of employment by the Fire Chief.

**Section D.** Up to a maximum of seven (7) working days off for vacation shall be granted to employees who have been continuously employed by the City for one (1) year, but less than ten (10) years.

**Section E.** Up to a maximum of eleven (11) working days off for vacation shall be granted employees who have been continuously employed by the City for ten (10) or more years.

**Section F.** Up to a maximum of eleven (11) working days may be accumulated for vacation purposes by employees employed by the City for less than ten (10) consecutive years and up to a maximum of sixteen (16) working days may be accrued by employees employed by the City for ten (10) or more consecutive years. The granting of more than eleven (11) working days off for vacation purposes is at the discretion of the Fire Chief, subject to the approval of the City Administrator.

**Section G.** Vacation payment may be made on the last pay day prior to the commencement of the employee's vacation, provided an approved request is submitted to the Finance Department one week prior to the desired pay day.

**Section H.** Employees leaving the employment of the City are entitled to receive reimbursement for accumulated vacation, pro-rated for their length of employment; except if the following applies:

1. If employees separate themselves from employment with the City by reasons of absence without leave.
2. If employees fail to give at least fourteen (14) calendar days notice in advance of termination date.



3. If probationary employees separate themselves from employment by the City prior to completion their probationary periods of employment.
4. If employees are discharged for theft, insubordination or wilful misconduct and are not reinstated.

**Section I.** Time paid for vacation, sick leave, or special leave will be included as time worked for purposes of computing vacations.

**Section J.** Employees eligible to receive eleven (11) days off for vacation purposes may be permitted seven (7) consecutive working days off in one period and the remaining four (4) days off at a number of consecutive working days desired by the employee, manpower permitting.

### **ARTICLE XXII - SICK LEAVE**

**Section A.** Each employee shall be granted up to a maximum of five working days per year of sick leave, provided that no employees may accumulate more than 64 days of sick leave. Effective in 1997, the five (5) days shall be increased to six (6). Effective in January, 1998, each employee shall be granted up to a maximum of seven (7) working days per year of sick leave.

**Section B.** Sick leave will be computed as of January 1st of each year. The computation shall be made on the basis of one-twelfth of the applicable annual sick leave for each month of the previous calendar year that the employee worked for the City.

**Section C.** Employees who have accumulated the maximum number of sick leave days set forth above may either transfer to vacation or be paid in cash at 100% of the regular hourly rate of pay on December 31st preceding the January payment date for each day the employee is not permitted to accumulate.

**Section D.** The computation and payment and/or transfer of excess sick leave days will be made in the second pay period in January of each year. Employees electing to receive payment for those sick leave days which cannot be accumulated shall receive a lump sum payment.

**Section E.** Employees injured on the job that is compensable under Workers Compensation Law will be permitted to receive full pay for the first thirty (30) calendar days following the day of injury without loss of accumulated sick leave. In doing so, the City shall pay the difference between Workers Compensation checks received by the employee and the employee's regular full pay. After the first thirty (30) days have passed, employees desiring full pay shall surrender an amount of their accrued sick leave equal to the difference between the Workers Compensation checks received by the employee and the employee's regular full pay. Employees who use up their accumulation of sick leave may draw upon their accumulated vacation time. On expiration of all leave time, employees will retain their compensation checks and will be carried as on leave without pay.



**Section F.** The City shall have the right to request a doctors certificate for any employee who is or who has received sick leave time. If the City shall request a doctors certificate and no certificate is furnished, then sick leave will not be granted for that period and the employee shall not be paid for that period.

**Section G.** Employees injured on any other gainful employment outside of City employment shall be eligible for sick leave up to the amount they have accumulated for absences arising out of such injury in an amount which when combined with the compensation, they will receive for such injury from any source, does not exceed that amount they would normally receive from the City if the injury had not occurred.

**Section H.** In case of disability due to intoxication or misuse of stimulates or narcotics or wilful misconduct, no rights to benefits hereunder shall exist.

**Section I.** The purpose of sick leave is to insure an employee's income during the period when he or she is unable to work due to his or her illness or injury, therefore, on termination of his or her employment with the City, all benefits under this section are null and void and the employee will not be reimbursed for any accumulated sick leave, except as provided under Section J of this article.

**Section J.** At such time as an employee retires and is eligible for retirement benefits under MERS, he or she shall be entitled to be paid for unused accumulated sick leave under the following formula:

For the first 1,296 hours of sick leave	--	100%
For the next 240 hours of sick leave	--	50%

It is understood that pay for unused sick leave is not part of the final average compensation for pension purposes. If the employee has not yet retired, but dies leaving a widow or other beneficiary who is entitled to a survivor retirement allowance under M.E.R.S., Plan B-4, the widow or other beneficiary shall be entitled to receive the unused accumulated sick leave. Unused accumulated sick leave shall be paid in one lump sum or in the least number of successive installments as possible at the regular rate of pay of the employee at the time of retirement. This settlement shall be made to the employee or employee's widow or other beneficiary.

**Section K.** Employees shall be granted sick leave in periods of no less than one hour, to be used for doctor, dental, optical or hospital appointment.

**ARTICLE XXIII - SPECIAL LEAVE**

The City may Grant leaves for special circumstances:

**Section A.** Leave with no loss in pay may be granted employees while attending conferences or training sessions which have been approved by the City Administrator and are mutually beneficial to the City and the employee.

**Section B.** Upon the death of a member of their immediate family, regular full-time employees may be granted a leave of absence with pay at their regular hourly rate of pay for up to two (2) regular shift days of work off for funeral leave. Said leave shall be taken during the period from the date of the death for which the leave is granted through the date of the funeral, but not to exceed a total of two (2) paid regular shift days of work. Employees requiring more time off because of distance involved in attending the funeral or other unusual circumstances may be permitted an additional day off and may be compensated for said day or portion of it by surrendering a commensurate amount of accrued leave time. Time paid for funeral leave shall be included as time worked for the purpose of computing sick or vacation leave. The immediate family is defined as spouse, employee's or spouse's parents or step-parents or grandparents, brothers, sisters and children or step-children, brother-in-law and sister-in-law.

**Section C.** For employees who serve on a jury, the City will reimburse the difference between their jury fees and their regular wages actually lost, provided they must report to work on their regularly scheduled days to work when released from court duty.

**Section D.** Employees who are elected or appointed delegates to attend Association conventions and/or conferences may be granted leave without pay to attend, provided reasonable advance notice is furnished to the City.

**Section E.** An employee taking a leave without pay shall have all fringe benefits frozen as of the start of said leave. For employees who have exhausted all paid leave time because of being disabled by sickness or job injury as provided under Article XXII, Section E of this Agreement, the City shall, following this exhaustion, continue to pay the premiums on the employee's Blue Cross and Blue Shield and life insurance policy to the extent permitted by the carriers of such policies for one month for each year of the employee's seniority up to a maximum of twelve (12) months. The employee's seniority shall continue during this period. Leave without pay in case of emergency may be granted by the Fire Chief, subject to approval by the City Administrator.

**Section F.** The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the City.

**Section G.** Probationary employees may be granted time off without pay for emergency or bereavement purposes as outlined under Section B of this article by the Fire Chief subject to approval of the City Administrator.

## **Section H. Family and Medical Leave Act.**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave is an FMLA leave if the leave is for one or more of the following:

1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition;" or
4. The employee is unable to perform the essential job functions because of a "serious health condition."

FMLA leaves are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave (WH 380). The City will pay any deductible or co-pay costs for said second opinion.

During personal leaves that are FMLA qualifying leaves, medical, life, and dental insurance benefits will be continued on the same terms and conditions as prior to the leave.

An Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

An employee returning from an FMLA leave is to be restored to the position he left, or to an equivalent position.

An employee requesting an FMLA leave under types 1, 2, 3 or 4 above, must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

The City will continue to provide an employee's medical insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

#### **ARTICLE XXIV - UNIFORMS**

**Section A.** The City agrees to furnish a uniform allowance to be held in reserve for the purpose of purchasing uniform items in the form of; shirts, trousers, EMS trousers, sweaters, belts, jackets, coats, name plates, shoes and boots, and ties and hats, and approved for firefighters through a voucher system. Sweatshirts, t-shirts and ball caps may still be worn, but they will be purchased by the employee. The City will furnish one shirt badge, one hat badge and collar brass. These items will remain the property of the City and must be turned into the City upon termination of employment. If these items are lost or stolen, they will be replaced by the employee.

**Section B.** A uniform allowance will be allowed at the beginning of each fiscal year as follows:

July 1, 1996 -	\$250.00
July 1, 1997 -	\$275.00
July 1, 1998 -	\$300.00

Unused portions of any annual allowance may be added to subsequent annual allowance. First year employees shall have a one-time additional \$50 added to the annual allowance in effect at time of hire. If an employee retires other than for disability, or quits, the employee shall reimburse the City on a quarterly basis with an employee being credited for a quarter if he works one day or more in the quarter (i.e., if the employee spends \$175 in July and quits or retires in December, the employee would reimburse the City for 1/2 the allowance).

**Section C.** The City agrees to provide a supplier and arrange for ordering uniform items. The City shall make every effort to place all uniform orders prior to August 30th of each contract year. The Union shall make every effort to provide estimated uniform needs by June 15th of each year.

**Section D.** Shift officers shall designate dress standards for the personnel on their shifts in accordance with Fire Department guidelines established by a uniform committee composed of

the Fire Chief, an association officer and a member designated by the City Administrator which will meet at the beginning of each fiscal year to determine uniform priorities for that year.

**Section E.** Emergency issues of uniforms may be made upon recommendation of the Chief and approved by the City Administrator.

**Section F.** Uniforms purchased and furnished by the City shall be worn by employees only during their respective work periods or department functions or while en route to or departing from same.

**Section G.** On date of hire, each probationary employee shall be allowed to order basic uniform items not to exceed his annual uniform allowance. If the employee does not complete the probationary period, he shall keep the uniform items and reimburse the City for the actual cost of said uniform purchase. Upon termination, all uniform patches and badges shall be returned to the City.

#### **ARTICLE XXV - MAINTENANCE OF CONDITIONS**

The Association and the City agree that existing rules, regulations and procedures, as provided for in the Personnel Manual, City Administration Regulations and Departmental Rules, shall remain in force throughout the duration of this Agreement, subject to the established procedures for changing or modifying these various rules, regulations and policies, except as modified or controlled by the provisions of this Agreement. All changes in department policy and/or department rules and regulations shall be typed, posted and shall remain in effect until officially rescinded by subsequently posted changes. In addition, all members shall receive a copy of all changes.

#### **ARTICLE XXVI - GENERAL PROVISIONS**

**Section A.** This Agreement shall be subject to the Federal laws and the laws of the State of Michigan; and insofar as the same shall be in conflict or violation of any of these laws, said provision of this Agreement shall be void and inoperative. The provision of this Agreement are deemed to be severable, and should any provision, thereof, be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions or section.

**Section B.** The City-wide Drug Plan for Police and Fire shall apply to all Firefighters.

**Section C.** All employees will be required to live within twelve (12) miles of the Adrian City limits, inside and within the County, provided after twenty-five (25) years of continuous service with the City, such employee will be required to live within twenty (20) miles of the Adrian City limits, inside and within the County.



## ARTICLE XXVII - TRAINING

**Section A.** The City will offer training in compliance with State of Michigan and MIOSHA standards and shall provide timely notice of training sessions sponsored in the area.

**Section B.** Time off, with pay, for personnel will be allowed for training purposes approved by the City except at such times as may be declared as an emergency.

**Section C.** Training will be provided from time to time to regular full-time employees to include but not restricted to the following areas:

First Aid - Advanced First Aid  
EMT Basic - Advanced EMT  
Firefighter I Course  
Firefighter II Course  
Physical Fitness Training

It is understood that the City shall retain sole control over the level and scope of training offered.

**Section D.** Employees who attend study courses will be reimbursed as detailed under Article XIII Training and Education of the City Personnel Rules and Regulations.

**Section E.** The Association agrees to assist in the training of Firefighter's Auxiliary providing it is understood that auxiliary personnel shall not be used to supplant regular, full-time firefighters.

## ARTICLE XXVIII - ASSIGNMENTS

**Section A.** All newly created assignments or reappointments, within the department which the City desires to fill shall be posted for a period of seven (7) working days setting forth the requirements of the position. All assignments shall be for a period not to exceed two (2) years. This shall not preclude any employee from serving consecutive assignments.

In making the assignment, the Chief shall consider seniority and qualifications (i.e., ability to perform the work, prior experience, prior work record, educational background and training). If qualifications are determined to be relatively equal in the opinion of the Chief, seniority shall govern.

**Section B. Seniority.**

Firefighters in the bargaining unit shall have the right to apply whenever a vacancy in the Captain or Lieutenant position is to be filled by the City as provided herein. A firefighter must have three (3) or more years of service, be a licensed EMT specialist and have completed Fire



Officer One training to apply for a Lieutenant's position. To apply for a Captain's position, a person must have been a Lieutenant for one (1) year or more, be an EMT Specialist, and have completed Fire Officer Two training.

**Section C.** In filling the positions of Captain or Lieutenant from among otherwise eligible employees, promotion will be based on written and oral scores and have the relative weights as follows:

- |    |              |     |
|----|--------------|-----|
| 1. | Written Exam | 70% |
| 2. | Oral Exam    | 30% |

In addition, employees who are certified as having passed the exam shall be able to earn an additional 6 merit bonus points based on merit according to the following formula:

1. Education
  - a. Fire Officer Rating - 1 Point
  - b. Fire Service Degree - 2 Points
2. Prior Work Record - Possible 4 points to be decided by higher level command officers not competing in the exam and the Chief. Work records shall include quality of work, attendance, attitude (including the ability to work with others, public image and willingness to accept responsibility) and knowledge and ability to perform work.

**Section D.** Prior to receiving the results of the written test, the department shall compute the "prior work record" points of each candidate who took the test, place the score in a sealed envelope, have each candidate initial his/her envelope, and then return the envelopes to the City Clerk. The "prior work record" points shall be opened upon receipt of the results of the oral exam.

**Section E.** The oral interview shall consist of at least two (2) examiners with a fire service background appointed by the Fire Chief and the Fire Representative from the Civil Service Commission. The same oral interview format will be followed for all applicants for a specific opening.

**Section F.** In filling such promotional vacancies listed in Section F, the names of applicants eligible for promotion shall be those who meet the minimum requirements of the position as determined from eligible lists certified by an outside testing agency. The Fire Chief shall have the right to appoint any employee from that list who finishes in the top three subject to approval of the City Administrator.

**Section G.** After the testing is complete and the promotional list is presented by the Civil Service Commission, each candidate will receive a copy of their prior work record evaluation with an explanation of the points awarded.

**Section H.** Seniority employees in the bargaining unit, as well as outside applicants who meet the minimum qualifications for the position shall have the right to apply for a vacancy in the Fire Chief's position. In the event the City fills the Fire Chief's position, the City Administrator shall have the right to appoint any person from among the candidates who are interviewed for the job.


**ARTICLE XXIX - DURATION**

This Agreement shall become effective on the 7th day of April, 1997, except for wages which are retroactive to July 1, 1996, and shall remain in full force and effect to and including the first day of July, 1999, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing, not less than sixty (60) days prior to the expiration of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to the Agreement serve such notice upon the other party, a joint conference of the City and the Association shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

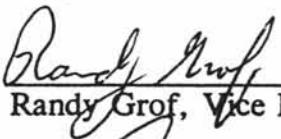
CITY OF ADRIAN

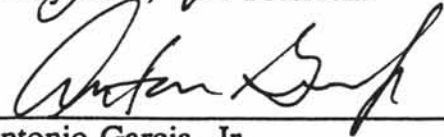
LOCAL 1511, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

By:   
Sam Rye, Mayor

By:   
Colby Averill, President

By:   
Marsha K. Rowley, City Clerk

By:   
Randy Grof, Vice President

By:   
Antonio Garcia, Jr.  
Secretary-Treasurer

## SCHEDULE "A"

### Section 1.

**July 1, 1996** - Increase wage rates by three percent (3%) as shown in the wage tabulation below.

**July 7, 1997** - Increase wage rates by three percent (3%) as shown in the wage tabulation below.

**July 6, 1998** - Increase wage rates by three percent (3%) as shown in the wage tabulation below.

### Section 2. Wage Tabulation.

	July 1, 1996		July 7, 1997		July 6, 1998	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
<b>FIREFIGHTER</b>						
Starting	\$25,794	(\$9.186)	\$26,568	(\$9.462)	\$27,365	(\$9.746)
6 Months	\$27,463	(\$9.781)	\$28,287	(\$10.074)	\$29,135	(\$10.376)
18 Months	\$30,079	(\$10.712)	\$30,981	(\$11.034)	\$31,911	(\$11.365)
36 Months	\$33,056	(\$11.772)	\$34,048	(\$12.126)	\$35,069	(\$12.489)
<b>LIEUTENANT</b>						
Starting	\$34,100	(\$12.144)	\$35,123	(\$12.509)	\$36,177	(\$12.884)
Maximum	\$34,836	(\$12.406)	\$35,881	(\$12.779)	\$36,958	(\$13.162)
<b>CAPTAIN</b>						
Starting	\$35,619	(\$12.685)	\$36,688	(\$13.066)	\$37,788	(\$13.458)
Maximum	\$36,186	(\$12.887)	\$37,272	(\$13.274)	\$38,390	(\$13.672)

**Section 3.** In addition to the base pay, an education premium for satisfactorily completing the necessary courses shall be paid annually at the rate indicated below for the highest course completed:

Fire Science Degree	\$600.00
Fire Officer I Course	\$500.00

Fire Officer II Course	\$600.00
Fire Officer III Course	\$700.00

In addition, E.M.T. personnel available for work shall be paid an education premium annually at the rate indicated below for the highest course completed:

Licensed E.M.T.	\$600.00
Licensed E.M.T. Specialist	\$700.00
Paramedic	\$800.00

Effective July 7, 1997, increase EMT Specialist from \$700 to \$800 and the Paramedic from \$800 to \$900.

All firefighters hired after July 1, 1990, must prior to successful completion of their probationary period, become a licensed EMT and maintain said license as a condition of continued employment. Payment of the education premium shall be made the last pay date in September of each year based upon credits on record as of September 1st of that year.

As a condition of continued employment, all firefighters hired after July 1, 1996, must, prior to completion of their probationary period, become and remain a licensed EMT Specialist.

<u>NAME</u>	<u>DATE OF HIRE</u>
Harris, Pat	08-15-67
Camp, Larry	04-03-69
Woerner, Craig	07-07-71
Coneset, George	01-06-72
Roberts, Charles	03-07-72
Halstead, Philip	04-08-78
Moorehead, Nick	06-19-84
Mulready, John	09-11-84
Lewis, Rex	12-25-84
Jackson, John	06-25-85
Garcia, Tony	02-11-86
Lamberson, Jack	08-25-86
Valentine, Kirk	09-22-86
Grof, Randy	04-22-90
Betz, Jeff	08-08-90
Daily, Jim	09-20-91
Averill, Colby	04-01-92
Bartenslager, Tim	06-06-94
Ladd-Massey, Chris	07-24-94




**LETTER OF UNDERSTANDING**

The following shall serve to confirm the parties understanding relative to the phrase "full-time certified Firefighters" in Article XIV, Section A. It is understanding that full-time means 24-hours a day Firefighters not 40-hour per week personnel.



Alden F. Smith  
City Administrator

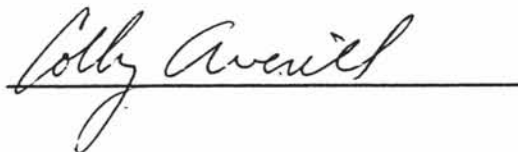


## LETTER OF UNDERSTANDING

1. Effective \_\_\_\_\_, Dispatch duties shall be transferred to the Police Department and the Housemen position shall be discontinued.
2. The departmental rules will be amended to provide for automatic callback for structure fires.
3. Additional equipment will be installed such as:
  - a) Communication equipment installed at the Police and Fire Department.
  - b) Remote controls installed on overhead doors.
  - c) Cellular phones for rescue and engine #2.
  - d) Security lock at rear entrance.
  - e) Voice mail for telephones.
4. There will be no layoff of existing personnel as a result of the elimination of the Houseman position (i.e., it will be handled by attrition).
5. The City shall employ a consultant to help facilitate obtaining an additional radio frequency for the Fire Department.



Alden F. Smith  
City Administrator



**LETTER OF UNDERSTANDING**

Training policy shall be as follows: Upon successful completion of approved Fire Officer Classes, reimbursement will be made on the following basis: The City shall reimburse the employee for the greater of 100% of the cost up to \$35.00 or 50% of the cost up to \$50.00. In no case will the total reimbursement exceed \$35.00. Those Firefighters enrolled in an approved Fire Officer class shall be allowed, when staffing permits, time off to attend scheduled classes within the following geographical boundaries: Kalamazoo on the West, Lansing to the North, and Macomb Community, College to the East. Under no circumstances will the City allow time off if it results in the payment of overtime. All requests for time off must be made not less than two weeks prior to the start of the class. Seniority shall govern when more than one employee requests time off.



Alden F. Smith  
City Administrator



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