

4241

6/30/2001

AGREEMENT

between

CITY OF ALPENA

and

LOCAL NO. 623 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

July 1, 1997

to

June 30, 2001

Alpena City of

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AGREEMENT, between the City of Alpena, hereinafter called the City, and Local No. 623 of the International Association of Fire Fighters, also known as the Alpena Fire Fighters Association, AFL-CIO, hereinafter called the Union.

ARTICLE I
PURPOSE AND DEFINITIONS

Section 1—Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 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 interests of the community, to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2—Definitions

"City" shall include the elected or appointed representatives of the City of Alpena, Michigan.

"Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE II
RECOGNITION

Section 1—Recognition

The City recognizes the Union as the sole and exclusive bargaining representative for all employees of the Alpena Fire Department excluding the chief and civilian employees.

Section 2—Union Membership—Service Fees

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the City, whichever is later, become members, or in the alternative, shall, within thirty (30) days of the effective date of this provision or within thirty (3) days of their date of hire by the City, whichever is later, as a condition of employment, pay to the Union the initiation fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members. This provision shall in no way affect or decrease the twelve (12) month probationary period of new employees.

Section 3—Dues Deduction

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, fees, and assessments. Such sums, accompanied by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore shall be forwarded to the Union office within thirty (30) days after such collections have been made. The Local agrees to pay the City for any damages resulting from the administration of Section 2 and 3 of this Article. In the event that any such claim, suit or other action is commenced against the City, the Union shall intervene and defend in said claim, suit or other action.

Section 4—Reimbursement of Erroneous Deductions

The Union shall refund to the employee Union dues, fees, or assessments erroneously deducted by the City and paid to the Union.

ARTICLE III
UNION ACTIVITIES

Section 1—General

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

Section 2—Bulletin Boards

The Union shall be provided suitable boards, including at least one at each fire station or ladder house, for the posting of Union notices or other materials.

Section 3—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.

ARTICLE IV
OTHER AGREEMENTS AND ORGANIZATIONS

Section 1—Other Agreements

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflict with the provisions hereof.

Section 2—Other Organizations

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE V
MANAGEMENT

The management of the City and the direction of the working forces, including the right to plan, direct and control City operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved working methods or facilities, are vested exclusively in the City, provided that, in the exercise of these prerogatives the City shall not violate the provisions of this Agreement.

ARTICLE VI
GOVERNMENT LAWS AND REGULATIONS

To the best knowledge and belief of the parties this contract contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this Agreement, at any time during its life, be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.

ARTICLE VII
WAGES

Section 1—General

The salary schedule attached hereto as Schedule A shall be in effect for the term of this Agreement.

Section 2—Longevity Benefits

Effective July 1, 1963 employees for the City of Alpena will receive longevity pay in accordance with the following rules and regulations:

All longevity pay determinations shall be based on six month periods, July 1 to December 31 and January 1 to June 30. References to "specific six months period" shall refer to either of these six month periods. All anniversaries shall be computed on the basis of the next July 1 or January 1 following the true anniversary.

1. 2% of base pay on completion of 8 consecutive years of service and 2% (making a total of 4%) of base pay on completion of 15 consecutive years of service and an additional 2% (making a total of 6%) of base pay on completion of 20 years of service.
2. Temporary or part-time employment shall not accumulate for longevity time.
3. Longevity payments will be received on approximately December 1 and June 1 of each year.
4. To qualify for the December 1 payment, the necessary years must have been accumulated by the preceding July 1. In case the employee leaves the service of the City prior to December 1, the payment shall be paid on the date of separation.
5. To qualify for the June 1 payment, the necessary years must have been accumulated the preceding January 1. In case the employee leaves the service of the City prior to June 1, the payment shall be paid on the date of separation.

6. If an employee dies while in the employ of the City, the designated beneficiary of his life insurance shall be entitled to prorated longevity payments.
7. An employee who retires from the service of the City shall be entitled to prorated longevity payments.
8. In the event that an employee leaves the employment of the City for his own convenience and at a subsequent time returns to employment by the City, such employee shall start as a new employee and shall not be entitled to any of the benefits granted by this ordinance for prior service.
9. Unpaid interruptions of employment accumulating to 22, 8-hour work days in any specific six months period or 30 consecutive calendar days in any specific six months period shall void the longevity pay for that period.

The same rule shall comply in computing length of service to determine initial eligibility for longevity pay.

CASE I

Employee "X"

October 1, 1955	Started work
October 1, 1963	8th Anniversary
June 1, 1964	First payment due

CASE II

Employee "Y"

May 1, 1953	Started work
May 1, 1961	8th Anniversary
December 1, 1963	First payment due

CASE III

Employee "Z"

August and September 1963	35 days unpaid leave (Rule 9)
December 1, 1963	First payment due
June 1, 1964	No payment due. In addition, the specific six months period from July 1 to December 30 of 1963 is stricken from accumulated time toward 15 year longevity increase.

Section 3—Overtime Pay

- (a) Overtime pay shall be paid at 1½ times the hourly rate for employees of the Fire Fighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week (56 hours in a 7 calendar day cycle).
- (b) Overtime pay shall be paid at 1½ times hourly rate for employees of the Fire Prevention Division for all work in excess of their regularly scheduled work day (8 hours) or work week (40 hours).
- (c) An employee of the Fire Fighting Division called into work on a paid Holiday shall be paid at two (2) times the regular straight time hourly rate for all overtime worked.

Section 4—Call-In Pay

- (a) Fire Fighting Division—Any employee ordered and reporting for work on Saturdays or Sundays shall receive a minimum of six (6) hours pay or 1½ times his hourly rate, whichever is greater; any employee ordered and reporting for work at times other than Saturdays, Sundays, or Holidays shall receive a minimum of four (4) hours pay or 1½ times his hourly rate, whichever is greater.
- (b) Fire Prevention Division—Any employee ordered and reporting for work at any time shall receive a minimum of four (4) hours pay at his regular straight time hourly rate of 1½ times his regular straight time hourly rate, whichever is greater.
- (c) Fire Fighting Division—Any employee ordered and reporting for work on a paid holiday, per Article IX, Section 1, shall receive a minimum of eight (8) hours pay at his regular straight time hourly rate or two (2) times his regular straight time hourly rate, whichever is greater.

Section 5—Hold-Over Pay

- (a) Any employee who is held over shall be paid overtime pay in 15-minute increments to the nearest 15-minute time period, except that an employee who is held over for a fire or ambulance run will receive a minimum of 1 hour pay at 1½ times his straight time hourly rate.
- (b) Any employee who is tardy shall be docked pay in 15-minute increments to the nearest 15-minute time period.

ARTICLE VIII
HOURS OF EMPLOYMENT

Section 1—Work Schedule

The work schedule of employees shall be, for the Fire Fighting Division, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended; and for the Fire Prevention Division, 8 hours per day, and 5 days per week.

The regularly scheduled work week for all employees shall begin at 8:00 a.m. Tuesday.

Section 2—Trading of Days

Subject to department manpower requirements and the following rules and regulations, employees shall be permitted to voluntarily trade work or leave days.

- (a) A permit must be properly filled out to include the following: application date, person with whom you wish to trade, the time, trading date, total number of hours, reason for trading, if a cash payment is involved, and signature of member requesting the trade as well as the approving officer.
- (b) Each permit must be filled out at least 24 hours in advance except in an approved emergency.
- (c) Officers' permits must be approved by the chief of the department.
- (d) All permits are subject to final approval by the chief of the department.
- (e) No permits will be approved for trading to do any outside employment under any circumstances.
- (f) Any officer or member falsifying his reason for trading will automatically lose his right to any future trading for a period of one year.
- (g) The above rules and regulations will also apply to any officer or member making a cash payment instead of a time return for any time trading.

Section 3—Long Distance Transports

In the event a long-distance transfer may reasonably be expected to last beyond the end of a normal work shift, the following procedure will be followed if time allows. The City may offer the assignment to all qualified on-duty personnel. If the on-duty personnel decline the assignment, qualified personnel on the oncoming shift will be offered the assignment. If the oncoming personnel decline the assignment, the least senior qualified on-duty person(s) may be directed to perform the assignment.

Section 4—Assignments

Members of the bargaining unit shall participate in pre-fire planning. The parties agree that such participation supersedes the ULP (Case #C85 H-173) settlement agreement between the parties dated November 12, 1985.

ARTICLE IX
HOLIDAYS

Section 1—Holidays Defined

The following calendar days, or calendar days customarily celebrated in lieu thereof, shall be deemed holidays for purposes of this Agreement: New Years Day, Good Friday, Easter, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, December 24, Christmas and December 31.

Section 2—Holiday Pay

- (a) Fire Fighting Division—Members shall receive twelve (12) hours pay at his prevailing hourly rate for each of the foregoing holidays.
- (b) Fire Prevention Division—Members shall receive eight (8) hours pay at his prevailing hourly rate for each of the foregoing holidays.

ARTICLE X
VACATION

Section 1

The vacation year shall be from July 1 through June 30.

Section 2—Eligibility

An employee must be in the employ of the City for one (1) year to be eligible for vacation. However, a new employee will receive one (1) vacation day for each two full months of service completed during the fiscal year in which he is hired. An employee after one (1) full year of continuous service shall take his pro rata vacation benefit in the balance of the fiscal year following the fiscal year in which he was hired. In the first full fiscal year following the completion of one full year of continuous service he shall fall under the current vacation wording in Section 3 of this Article.

An employee hired after July 1, 1983 must have completed at least six (6) full months of continuous service in the fiscal year in which he was hired in order for that fiscal year to count toward a year of credited service.

CASE 1	Employee "A"	
	Started work	- March 1, 1983
	Prorated vacation from	- To be taken in 1983-84
	March 1, 1983 to June 30, 1983.	but after probationary
	(2-working day vacation granted)	period.

No credit toward vacation year. - Employed less than 6 months in 1982-1983.

5 years of service credit - To be taken in 1988-89
(Two, 5-working-day vacations.)

CASE 2

Employee "B"
Started work - September 1, 1983

Prorated vacation from - To be taken in 1984-85
September 1, 1983 to June 30, 1983. but after probationary
(One 2-working-day vacation and period.
one 3-working-day vacation.)

Credit toward vacation years. - Employed more than 6 months in 1983-84.

5 years of service credit - To be taken in 1988-89.
(Two 5-working-day vacations.)

Section 3—Amount of Vacation Fire Fighting Division

From one (1) to five (5) years service—two 3-working-day vacations.

From five (5) to fifteen (15) years service—two 5-working-day vacations.

After fifteen (15) years service—one 5-working-day vacation and one 6-working-day vacation.

Section 3—Amount of Vacation Fire Prevention Division

From one (1) to five (5) years service—one 7-consecutive-day vacation and one 8-consecutive-day vacation.

From five (5) to ten (10) years service—16 working days vacation.

From ten (10) to fifteen (15) years service—17 working days vacation.

From fifteen (15) to twenty (20) years service—18 working days vacation.

After twenty (20) years service—24 working days vacation.

Section 4—Vacation Trading

Members in the Fire Fighting Division will be permitted to trade vacations with other members of their unit under the following conditions:

1. Members may request to trade only with other members who are in the same years of service basis as to the number of vacation days granted.
2. All requests for vacation trading are subject to the approval of the chief of the Department.
3. There will be a year-round selection of vacation days, but no additional days requested for vacation period will be granted after the time the city manager determines he wishes the request made (but no later than thirty days before the fiscal year commences). The city manager shall not unreasonably withhold approval of the dates requested.

Section 5—Vacation Splitting

Employees will be offered the option of dividing one of his vacation periods into two parts. If the employee elects to do so and chooses to split his first vacation period on the first selection, his second selection must be a full vacation period. The remainder of his first vacation will be picked on the third selection.

If the member wishes to split his second vacation, the first part will be picked on the second selection and the second part will be picked on the third selection.

Section 6—Vacation Selection

All vacations will be selected according to departmental seniority and only one man per unit will be allowed on vacation at a time.

Section 7—Floating Vacation Days

Employees will have two (2) floating vacation days which will not be extra vacation days but merely a selection of the vacation days already allowed under this Article subject to the proviso contained in Section 6 of this Article, which floating vacation days shall be scheduled at the discretion of the chief. The chief shall not unreasonably withhold approval of the dates requested.

Section 8

When an employee quits, is discharged, retires or dies, he or his heirs shall be paid for unused vacation earned in the prior year as well as weekly pro rata vacation allowance he has accumulated during the current year. The vacation pay at the time of separation shall not be considered as payment for any time worked or not after the date of separation.

ARTICLE XI
SENIORITY

Section 1—Definition

Seniority shall be defined as last continuous period of employment.

Section 2—Termination of Seniority

Seniority shall terminate only for:

- (a) Discharge or layoff;

- (b) Layoff exceeding length of service years;
- (c) Voluntary quit; and
- (d) Retirement.

Section 3—Application

Layoff and rehire shall be governed by seniority, applied by division and by department.

Section 4—Probationary Period

Employees shall be considered on a probationary or trial basis for the first twelve months of their employment. No controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause. Notwithstanding, after six months of employment, all employees shall receive all sick leave benefits as provided for herein.

Section 5—No Layoff Clause

No member of the bargaining unit will be laid off while the City continues to maintain the ambulance service.

ARTICLE XII
SICK LEAVE

In case of a request for sick leave, the employee will be requested to sign a statement. The Department Head or the Director of Personnel may, at his discretion, require a doctor's certificate in addition to the employee's statement. No probationary or temporary employee is eligible for sick leave.

Section 1—Accumulation of Sick Leave Credits

Sick leave for regular, full-time fire fighting division employees shall accumulate at the rate of twelve (12) hours for each month of service and shall be accumulated in a sick leave bank known as the "new sick leave bank." Employees regularly working a 40-hour per week schedule shall accumulate sick leave at the rate of eight (8) hours for each month of service and shall be accumulated in a sick leave bank known as the "new sick leave bank." Accumulated sick leave in existence and standing to the credit of each employee, as of June 30, 1990 shall remain in the sick bank to now be known as the "old sick leave bank." Sick leave will be charged against each employee's "old sick leave bank" in the same manner as has been the practice, until such bank is exhausted, before any sick leave is charged against an employee's "new sick leave bank." Time charged against an employee's new sick leave bank shall be charged at the rate of one hour for each hour the employees is off on sick leave.

Section 2—Payment Upon Retirement or Death

The payment of unused sick leave upon retirement or death shall remain as previously calculated and limited. This amounts to payment of one-half of accumulated sick leave up to 130 days (old bank) or up to 1,456 hours (new bank) for 24-hour employees or up to 1,040 hours (new bank) for 40-hour employees, or prorated proportionately if an employee has sick leave in both the old and new banks, at the employee's regular straight time hourly rate of pay at the time of retirement or death. The payoff limit shall remain at 13 weeks' pay whether the time consists of old bank time, new bank time, or a combination thereof.

ARTICLE XIII
DEATH LEAVE

The employee will be permitted, upon notifying his department head, to be absent from work without loss of pay from the occurrence of the death of the employee's immediate family as follows:

Section 1—As Applied to the Fire Inspector

Employee's immediate family—up to three (3) consecutive working days:

Wife	Father-in-law
Child	Mother-in-law
Father	Sister or brother
Mother	Close relative living with him

Employee's or spouse's grandparents or grandchildren, sister-in-law or brother-in-law—up to one (1) working day.

Wife's family—up to one (1) working day: Brother or sister

Section 2—As Applied to Other Employees

Employee's immediate family—up to two (2) consecutive working days:

Wife	Father-in-law
Child	Mother-in-law
Father	Sister or brother
Mother	Close relative living with him

Employee's or spouse's grandparents or grandchildren—up to one (1) working day.

Wife's family—up to one (1) working day: Brother or sister

Employee will be allowed up to one (1) working day on the occurrence of death of the employee's sister-in-law or brother-in-law.

ARTICLE XIV
INSURANCE

Section 1

The City shall provide coverage with health, life and dental benefits equal to or better than those in effect prior to the signing of this Agreement. The City shall have the right to select a method of providing the benefits required, whether through a carrier chosen by the City, or by self-insurance. Once the City has decided to change insurance carriers or go with self-insurance, the City will provide the Union with notice and an opportunity to meet and discuss the implementation of the change, which will include providing copies of the relevant documents.

Effective July 1, 1997, the Preferred Rx Drug \$5.00 Co-Pay with MOPD will be in effect.

Section 2

The City shall continue to pay 50% of the cost of health insurance as stipulated in Article XIV, Section 1, for all future retirees.

Section 3—City Responsibility

The sole responsibility of the City shall be the payment of the premiums it has agreed to pay on the insurance described in this Article XIV.

ARTICLE XV
RETIREMENT PLAN

Section 1

The present retirement system for the Police and Firemen Members shall continue and effective July 1, 1997 the City shall compute the pensions payable upon retirement at 2.50% of average final compensation (highest three (3) years out of the last five (5) years) multiplied by the number of years, and fraction of a year, of service.

Section 2—Employee Pension Contribution

The current employee pension contribution is 7%. Effective upon the signing of the contract by the principal parties, the employee pension contribution shall be reduced from 7% to 6%. Effective July 1, 1995, the employee pension contribution shall be reduced from 6% to 5%. Effective July 1, 1996, the employee pension contribution shall be reduced from 5% to 4%. Effective June 30, 1997, the employee pension contribution shall be reduced from 4% to 3.5%.

Section 3—Annuity Withdrawal

Effective July 1, 1993, members may elect to withdraw their accumulated contributions in a lump sum at retirement. The regular retirement benefit will be reduced by the actuarial equivalent of their withdrawal based upon PBGC rates.

ARTICLE XVI
UNIFORM ALLOWANCE

Section 1—Rubber Goods

The City shall furnish and maintain all rubber goods required by employees.

- (a) Fire Fighting Division—The City shall furnish uniforms every two years including: 5 shirts, 4 trousers (2 regular uniforms and 2 wash and wear summer trousers), a hat (if needed), and also a nameplate, badge and tie.
- (b) Fire Prevention Division—The City shall furnish uniforms every two years including: 6 shirts, 5 trousers (3 regular uniforms and 2 wash and wear summer trousers), a hat, uniform coat, a winter overcoat, and also a nameplate, badge and tie.
- (c) Uniform bids shall be asked for and awarded within two months after the start of the fiscal year of July 1.

Section 2—Wearing of Uniforms

Uniforms shall be worn only on duty.

Section 3

Personnel will be allowed, after five years of service, to use the equivalent of the cost (based on last purchase) of four (4) shirts and three (3) trousers to purchase other authorized articles of clothing including but not limited to shoes and jackets.

ARTICLE XVII
MAINTENANCE OF CONDITIONS

Section 1—Maintenance of Conditions

Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

ARTICLE XVIII
DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within 10 days of the disciplinary action. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be upon the City to justify the action complained of. In any trial board proceeding the employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel; and shall be afforded due process.

ARTICLE XIX
GRIEVANCES

- A. The Union shall be entitled to form a Grievance and Negotiation Committee consisting of three (3) members.
- B. Meetings of the Grievance Committee may be called at any time at reasonable intervals by the steward, the city manager and/or personnel director. The Grievance and Negotiation Committee shall be compensated at their proper rate of pay for all working time lost in adjusting grievances or in contract negotiations.
- C. A grievance is defined as any dispute between parties hereto or between the City and any employee covered by this Agreement concerning any contractual working condition, or the intent or application of any provision of this Agreement.
- D. The following procedure is to be observed in the settlement of grievances:
 - 1. Step 1—Any employee having a grievance shall reduce it to writing and present the written grievance to the chief no later than seven (7) calendar days after the facts occurred which gave rise to the grievance, or no later than seven (7) calendar days after the grievant shall have reasonably known of such facts, whichever is later. The employee's steward or the designee of the steward may be present at the option of the Employee.
 - 2. Step 2—If Step #1 does not effect a settlement, the Union Steward or his designee shall within 48 hours of the presentation of the written grievance to the chief, give written notice to the chief, that the grievance shall be processed to Step #2. They, together with the Grievance Committee and the city manager or his designated representative, shall meet within fourteen (14) days after receipt of the written notification at the City Hall and try to resolve the matter. Within seven (7) days after conclusion of this meeting, the city manager, or his designee, shall submit to the Union a written statement of the City's decision or position with respect to such grievance. Should the city manager or the city manager's designee fail to furnish a written answer so provided for, the grievance shall be processed in accordance with the next step.
 - 3. Step 3—If Step #2 does not effect settlement, either party shall have the right to submit the matter to the State Employment Relations Commission, requesting the assistance of a mediator. Notice of the grieving party's intent shall be given to the other party within ten (10) working days from completion of Step 2.
 - 4. Step 4—If Step #3 does not effect settlement, either party shall have the right to submit the matter to the Federal Mediation and Conciliation Service (FMCS) for arbitration. Said submittal shall be made not more

than thirty (30) working days from the date of the city manager's answer given in Step 2, and copy of which shall be sent to the other party. If neither party gives notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of arbitration is exercised, the moving party may submit a request for a panel of arbitrators to the Federal Mediation and Conciliation Service. FMCS rules shall be governing as to procedure.

Within ten (10) calendar days of receipt of a list from the Federal Mediation and Conciliation Service, the parties will submit to the Federal Mediation and Conciliation Service its order of preference by numbering each name on the panel and submit the numbered list in writing to the FMCS Office of Arbitration Services (OAS). The name on the panel that has the lowest accumulated numerical number will be appointed.

- (a) The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The arbitrator shall be bound by the express provisions of this Agreement. No grievance shall be considered if not filed or processed within the time limits set forth in this article.

- 5. The cost of such arbitration shall be borne equally by the City and the Union and the decision of the arbitrator shall be final and binding on both parties.

- E. In all steps of the grievance procedure described above, either the City or the Union shall have the right to specify that the aggrieved employee or his foreman or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the City and the Union.

ARTICLE XX PARKING FACILITIES

The City shall furnish and maintain no less than seven (7) parking spaces for parking of employees' vehicles immediately behind the Number 1 Engine House. Said parking facilities for no less than 7 vehicles to be without charge to employees even if these parking spaces are in a metered area.

ARTICLE XXI
LEAVE OF ABSENCE

An employee with five (5) years or more of seniority may, for good cause, and with the approval of the chief of the Fire Department, be granted a leave of absence without pay of not more than thirty (30) consecutive days in any one fiscal year. An employee absent on such leave who engages in other employment or who fails to report for work on or before the expiration, will be considered as having quit. Such leave shall not be granted in conjunction with the employee's vacation period.

This five (5) year qualification for leave of absence shall not apply to leaves of absence for military service.

ARTICLE XXII
MANPOWER

So long as the City continues to maintain ambulance service, the City agrees to maintain six (6) full-time fire fighters on duty each shift. In the event the City no longer provides ambulance service, the City agrees to maintain four (4) full-time fire fighters on duty each shift. All employees assigned and paid for the shift shall be considered to be on duty, that is, those on any run (including long distance transport) or those who are within the County.

In addition, the City agrees to maintain a minimum of four (4) full-time fire fighters on duty within the City able to respond to calls and, in the event the number of full-time fire fighters on duty within the City able to respond to calls is less than four (4), additional full-time personnel shall be called in to meet this requirement.

ARTICLE XXIII
PROMOTION PROCEDURE

The procedure governing promotions to the positions of lieutenant and captain shall be as follows:

- (A) Minimum eligibility requirements:
 - (1) Only those persons having 3 years of service with the Alpena Fire Department shall be eligible to test for promotion to lieutenant.
 - (2) Only those persons having 4 years of service with the Alpena Fire Department shall be eligible to test for promotion to captain.

- (B) Written examination:

For both promotions to lieutenant and captain, a written examination shall be conducted. Notice of the examination shall be conspicuously posted at the Fire Station at least 2 weeks prior to the exam date.

A passing score of 65% on the written exam is required; failure to obtain a passing score of 65% shall render the person ineligible to complete the promotional procedure. However, if no person obtains a passing score of 65%, the personnel manager shall either:

- (1) Lower the passing score to permit the three highest-scoring candidates to complete the promotional procedure; or
 - (2) Set a reasonable date for retesting at which the minimum eligibility requirements shall be as follows:
 - (a) For the lieutenant written exam, 2 years of service with the Alpena Fire Department.
 - (b) For the captain written exam, 3 years of service with the Alpena Fire Department.
- (C) Oral Examination:
An oral examination of those who qualify on the written examination as provided above shall be conducted by the members of the Civil Service Board, the personnel director or his representative, and sometimes a citizen familiar with fire department operations. Each of the oral examiners shall give the examinee a numerical score ranging from 0 (lowest) to 10 (highest). The numerical scores given by each of the examiners shall then be averaged to obtain the final oral exam score.
- (D) Experience Credit:
- (1) For promotions to lieutenant, one point for each year of service above three years with Alpena Fire Department shall be given, credited to the nearest half year.
 - (2) For promotions to captain, points for service above four years with the Alpena Fire Department shall be given as follows:
 - (a) One-half ($\frac{1}{2}$) point for each year of service in rank of fire fighter, credited to the nearest half year.

(b) One (1) point for each year of service in the rank of lieutenant, credited to the nearest half year.

(E) Fire chief evaluation and training:

The fire chief shall evaluate each qualified applicant based on the criteria of (1) training received at and outside the Alpena Fire Department, and (2) the applicant's work performance and work history at the Alpena Fire Department. The fire chief shall assign a numerical score ranging from 0 (lowest) to 20 (highest).

(F) Total Composite Test Score:

The total composite test score for each applicant shall be derived by applying the following formula:

Written exam score	x	50%
Oral exam score	x	15%
Experience points	x	15%
Fire chief evaluation and training	x	<u>20%</u>

Total Composite Test Score

(G) Promotional List, Appointments, and Probationary Period:

A promotional list shall be issued ranking the applicants based on their total composite test scores from highest to lowest. The promotional list shall remain in effect for a period of one year from the date of its issuance, and may then be extended by the personnel director for an additional year.

The fire chief shall select for promotion one of the two highest ranking persons from the promotional list in effect at the time the vacancy occurs. Once a person is promoted, his name shall be removed from that list. In the event of a tied total composite score, departmental seniority will prevail.

The person promoted shall serve a probationary period of six months.

During this 6-month probationary period, the chief may remove that person if he is unable to satisfactorily perform the requirements of the position, and shall state the reasons for such removal in writing. Such removal shall be subject to the grievance procedure and no other person shall be given the promotion on a permanent basis pending disposition of such grievance.

ARTICLE XXIV
SAFETY AND HEALTH COMMITTEE

The City shall provide reasonably safe working conditions. There shall be a Joint Safety Committee consisting of the fire chief and the president of the local union to whom all matters concerning safety are submitted. In the event of a dispute regarding safety, not resolved by the Joint Safety Committee, the matter may be reduced to a written grievance and submitted directly to the city manager's step of the grievance procedure.

ARTICLE XXV
AUXILIARIES

The City may recruit, train and utilize auxiliary employees. Such employees may perform work normally performed by bargaining unit employees but will not be counted toward the staffing minimum in Article XXII. The recruitment, training and utilization of auxiliaries is subject to Schedule C attached hereto and incorporated herein.

ARTICLE XXVI
JOINT LABOR/MANAGEMENT COMMITTEE

The parties agree to establish a joint labor/management committee to discuss matters of importance to the parties.

ARTICLE XXVII
RESIDENCY

All members of the bargaining unit shall maintain their residences within a fifteen (15) mile radius of the station and within Alpena County.

ARTICLE XXVIII
DURATION

Section 1—Duration

This Agreement shall be effective the first day of July 1997, and shall remain in force and effect to and including June 30, 2001.

Section 2—Future Negotiations

The parties agree that, commencing not later than February 1, 2001 they will undertake negotiations for a new Agreement for a succeeding period.

Section 3—Extension

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, subject to termination by either party on 30 days written notice.

Section 4—Economic Items

Economic items of this Agreement shall become effective with the first payroll period starting after the date on which this Agreement is ratified by both parties, except as otherwise specified in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 12th day of January, 199~~7~~⁸. ^{3 302} ^{11.21.98}

LOCAL NO. 623 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, also
known as ALPENA FIRE FIGHTERS
ASSOCIATION, IAFF, AFL-CIO

Will. J. DeMauro

Wesley J. Smith

Arnold J. DeMauro

CITY OF ALPENA, MICHIGAN,
a municipal corporation

DeMauro

Vernon J. Vanquinst

John M. Juff

Schedule A

Section 1—Wages

The following hourly wage rates shall become effective with the first payroll period on or after the following dates. To determine annualized rate, multiply hourly rate by 2,912 hours, except for 2,080 for inspector.

Classification	7-1-97 <u>(.50%)</u>	7-1-98 <u>(2.5%)</u>	7-1-99 <u>(3.0%)</u>	7-1-2000 <u>(2.26%)</u>
Starting pay	\$ 9.33	\$ 9.56	\$ 9.85	\$10.07
After 6 months	9.56	9.80	10.09	10.32
After 1 year	9.86	10.11	10.41	10.65
After 3 years	10.93	11.20	11.54	11.80
Lieutenant	11.34	11.62	11.97	12.24
Captain	11.77	12.06	12.42	12.70
Inspector	16.47	16.88	17.39	17.78

Section 2—Food Allowance

Members of the Fire Fighting Division shall receive a \$400.00 annual food allowance. After a thirty (30) calendar day absence, the annual food allowance shall be discontinued pro rata during the balance of such employee's absence.

Section 3—Inspector

"Inspector" in classification for a minimum of five (5) years shall receive equivalent pay with the fire captain.

Section 4—EMT Pay

Effective July 1, 1993, EMT bonus pay shall be provided. Each member of the bargaining unit with basic EMT state certification shall receive a \$250 annual lump sum bonus. Each member of the bargaining unit with EMT specialist state certification shall receive a \$450 annual lump sum bonus. Each member of the bargaining unit with advanced EMT state certification shall receive a \$900 annual lump sum bonus. The annual lump sum bonus shall be payable the first pay period on or immediately following July 1 of each year. Any member of the bargaining unit who becomes so certified after July 1, in any year shall receive a prorated portion through the following July 1.

Schedule B
Insurance Coverage

- A. Life Insurance.
\$25,000.00 per employee.
\$2,000.00 per retired employee for any employees retiring after July 1, 1979.
- B. Medical Insurance.
The Comprehensive Blue Cross-Blue Shield Semi-Private Hospital Care Certificate; Riders D45NM; MVF-1, Riders DC, ML, PPNV-1, FAE-RC, VST & Reciprocity; Preferred Rx Drugs \$5 Co-Pay with MOPD, Catastrophic Master Medical Option IV; COB-3, Sat-2, Complementary Coverage Exact Fill, and Predetermination.
- Riders S, SD optional, if used. Cost paid by employee.
- C. Dental.
- | | |
|-------------------|---|
| Deductible: | \$25.00 per individual, with a family limit of \$50.00.** |
| Benefit: | 100% of Covered Dental Expenses for Type I services;
85% of Covered Dental Expenses for Type II services;
50% of Covered Dental Expenses for Type III services. |
| Maximum Benefits: | \$1,000.00 for all expenses in any one calendar year, except orthodontic expenses. This maximum applies separately to each insured family member. |
- \$500.00 for lifetime orthodontic expenses of children under age 19.

**The deductible is waived on Type I services.

Schedule C
Auxiliaries

A. Auxiliary/Volunteer Training

1. Auxiliary/volunteer members of the Alpena City Fire Department shall be trained in accordance with the standards set forth by the State of Michigan Fire Fighters Training Council. Said training will be conducted by individuals certified as fire fighter trainers by the State of Michigan Fire Fighters Training Council.

2. Auxiliary/volunteer members of the Alpena City Fire Department may be trained in medical emergency services. Said training will be in accordance with the standards set forth by the Michigan Department of Public Health and shall be conducted by individuals certified as emergency medical services trainers by the Michigan Department of Public Health.

The Alpena City Fire Department will strive to use department members for the aforementioned training when possible, provided said members meet the necessary requirements as trainers. The Alpena City Fire Department reserves the right to utilize non-department members for the aforementioned training if deemed necessary.

B. Standards for Employment of Auxiliary/Volunteer

The employee standards for auxiliary/volunteer employees shall be set in accordance with City of Alpena Standard Operating Policies, state law and federal law. A committee of Fire Department employees shall be formed to assist in the development of the standards.

C. Call-in of Auxiliary/Volunteer

The total number of auxiliary/volunteers shall be divided by three (3), with one-third of the total number of auxiliary/volunteers being assigned to one (1) of the three (3) shifts of full-time employees. The auxiliaries assigned to each shift may be called into service with the corresponding full-time shift.