

4422

6/30/2000



AGREEMENT BETWEEN

**CITY OF CADILLAC
AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL UNION NO. 704**

EFFECTIVE JULY 1, 1997 THROUGH JUNE 30, 2000

**Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

A G R E E M E N T

between

CITY OF CADILLAC

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL NO. 704

Effective: July 1, 1997 - June 30, 2000

I N D E X

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Act 78 Waiver	25.1	34
AGENCY SHOP		5
Agency Shop	4.1	5
ALLOWANCES		20
Amount of Compensation	11.3	13
Annual Salary (Definition)	1.13	2
Arbitrator's Jurisdiction	6.6	8
Base Salary (Definition)	1.11	3
Bulletin Board	20.11	24
Capital Expenditures	20.17	25
Charges Against Credit	10.2	11
Checkoff	4.2	5
City or Employer (Definition)	1.1	1
Civil Service Act	20.8	23
Civil Service Reopener	22.1	26
Cleaning and Laundry of Uniforms	17.3	20
Compensation Payments	11.4	13
Copies of Agreement	20.7	23
Cost of Grievances or Negotiations	6.9	9
Court Appearances	20.18	25
Daily Rate (Definition)	1.12	3
Day (Definition)	1.14	3
Death of Employee	9.3	11
Definition of Grievance	6.1	6
DEFINITIONS		1

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Dental Plan	15.4	19
Department (Definition)	1.3	2
Discharge or Suspension	6.3	7
EFFECT OF AGREEMENT		26
Emergency Time Off	12.3	15
Employee (Definition)	1.7	2
EMT Bonus	17.5	21
Extended Sick Leave	12.4	15
Fire Marshal Salary Schedule	16.2	20
Fire Officer Training Bonus	17.4	20
Food Allowance	17.2	20
Full Time Employee (Definition)	1.9	2
Funeral Leave	12.1	14
Gender	1.16	4
GRIEVANCE AND ARBITRATION PROCEDURE		6
Guidelines for Oral Exam	25.2	29
Health Shots	11.7	14
Hiring	20.9	23
Holiday Eligibility	13.2	16
Holiday Pay	13.1	16
HOLIDAYS		16
Hospital, Medical and Surgical Expenses	11.6	14
Housing and Laundry	20.2	22
Hourly Rate	11.13	3
INSURANCE		18
LEAVES OF ABSENCE		14
Length of Compensation	11.2	13

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Life Insurance	15.2	18
Longevity	9.1	10
Longevity Schedule (Appendix A)		35
Maintenance of Conditions	20.14	24
MANAGEMENT RIGHTS		5
Management Rights	5.1	5
Medical and Hospital Insurance (Appendix B)	15.3	18
Meetings (Compensation)	3.2	4
Meetings (Location)	20.10	23
Member (Definition)	1.8	2
MISCELLANEOUS		22
Normal Maintenance Hours	20.3	22
NO STRIKE PROVISION		9
No Strike Provision	7.1	9
Oral Interview Rating Form	25.3	32
Oral Interview Rating Guidelines	25.2	29
Other Agreements	20.13	24
Other Duties	20.4	22
Outside Work Policy	20.19	26
Overtime Pay and Other Premium Pay	9.2	11
Part-time or Temporary Employee (Definition)	1.6	2
Personal Leave Time	12.2	15
Personal Reimbursement	20.1	22
Platoon (Definition)	1.5	2
Platoon Schedule (Definition)	1.4	2
Platoon Year (Definition)	1.15	3
PREMIUMS AND OVERTIME		10

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Probationary Period	8.2	10
Promotions (Procedure)	25.1	27
Promotion Eligibility List	8.3	10
PURPOSE AND INTENT		1
RECOGNITION		4
Recognition	2.1	4
Released Time	6.8	8
REOPENER		26
Replacement of Credits	10.3	12
REPRESENTATION		4
Request for Arbitration	6.2	7
RESIDENCY		27
Residency	24.1	27
Resignation or Retirement	10.4	12
Retirement Insurance	15.1	18
Right to Join Union	2.2	4
SAFETY		21
Safety	19.1	21
Salary Schedule	16.1	19
Sale of Vacation Time	14.3	18
Score/Tally Sheet	25.4	33
Selection of Arbitrator	6.5	8
Selection of Remedies	6.7	8
SENIORITY		9
Seniority	8.1	9

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Seniority and Benefits While On Compensation	11.5	13
Severability	20.15	24
Shift Premiums and Cost of Living Allowance	17.1	20
SICK LEAVE (Non-Occupational)		11
Sick Leave Credit (Non-Occupational)	10.1	11
SICK LEAVE (ON THE JOB)		12
Sick Leave On the Job	11.1	12
TERM OF AGREEMENT		27
Term of Agreement	23.1	27
Time Limits	6.4	7
Trading of Days	20.6	23
Training Time/Costs	20.16	25
Transfers	20.5	23
Turn-out Gear	18.1	21
UNIFORMS		21
Uniforms	18.2	21
Union Committee	3.1	4
Union (Definition)	1.2	1
VACATION		16
Vacation	14.1	16
Vacation Schedules	14.2	17
WAGES		19
Waiver	21.1	26
Work Rules & Policies	20.12	24

A G R E E M E N T

THIS AGREEMENT as stipulated under Act 312, effective July 1, 1997, by and between the CITY OF CADILLAC, hereinafter called the "City" and/or "Employer," and LOCAL 704 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the CADILLAC FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the "Union" or "Association."

PURPOSE AND INTENT

The parties have hereto entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to incorporate understandings previously reached and other matters into a formal agreement; 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 hereto.

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

DEFINITIONS

Section 1.1 City or Employer. "City" or "Employer" shall mean the City of Cadillac, a municipal corporation, Cadillac, Michigan, County of Wexford.

Section 1.2 Union. "Union" shall mean all members, officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

Section 1.3 Department. "Department" shall mean the Cadillac Fire Department.

Section 1.4 Platoon Schedule. "Platoon Schedule" shall be as is required to operate a two (2) platoon system, based upon 212 hours in thirteen (13) - 28 day cycles.

Fire Marshal Schedule. Fire Marshal shall work an eight (8) hour day, 40 hour week with weekends, evenings and holidays off.

Section 1.5 Platoon. "Platoon" shall be the total number of employees in the Department split into two (2) equal parts by number. Each part shall be known as a platoon.

Section 1.6 Part-time or Temporary Employee. "Part-time or temporary employee" shall be a person not appointed as a permanent employee of the Department by the City.

Section 1.7 Employee. "Employee" shall mean a person employed by the City in the Fire Department.

Section 1.8 Member. "Member" shall mean an employee of the Department who belongs to the Union.

Section 1.9 Full Time Employee. "Full time employee" shall be a person who has completed twelve (12) months' probation and has been appointed as a permanent employee of the Department.

Section 1.10 Base Salary. "Base salary" for the respective positions in the Department shall be as shown in Section 16.1.

Section 1.11 Annual Salary. "Annual salary" shall be base salary.

Section 1.12 Daily Rate. "Daily rate" shall be an employee's annual salary divided by the number of days worked in a calendar year of 121 days.

Fire Marshal Daily Rate. Fire Marshal Daily Rate shall be the annual salary divided by 260 days.

Section 1.13 Hourly Rate. "Hourly rate" shall be the Daily Rate divided by 24 hours.

Fire Marshal Hourly Rate. Fire Marshal Hourly Rate shall be the daily rate divided by eight (8) hours.

Section 1.14 Day. "Day" shall mean a scheduled period of twenty-four (24) consecutive hours of duty, starting at 8:00 a.m. of the scheduled day of duty to 8:00 a.m. of the following day.

Fire Marshal Duty Day. Fire Marshal shall work an eight (8) hour day from 8:00 a.m. to 5:00 p.m., with one (1) hour off for lunch.

Section 1.15 Platoon Year. "Platoon Year" shall consist of one hundred twenty-one (121) scheduled days of duty.

Fire Marshal Year. A year shall consist of 260 scheduled days of work, Monday through Friday.

Section 1.16 Gender. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

RECOGNITION

Section 2.1 Recognition. The City recognizes the Union as the sole and exclusive bargaining representative for all the members of the Department except the Public Safety Director.

Section 2.2 Right to Join Union. Full time employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiations of bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions of compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

REPRESENTATION

Section 3.1 Union Committee. The City agrees to recognize a Union committee composed of the President of the Union and two (2) other employees selected or elected by the Union. The function of the committee shall be to meet with representatives of the City during contract negotiations and the administering of this Agreement at the proper steps of the grievance procedure.

Section 3.2 Meetings. Meetings of the committee may be called by the Union or the City. The members of the committee on duty during a meeting will be released from duty and compensated pursuant to Section 6.8. Employees called in to cover the duties of a member released from regular duties will be compensated pursuant to Section 9.2. Members off duty during a meeting shall not be compensated for performing committee duties.

AGENCY SHOP

Section 4.1 Agency Shop. To maintain the best relations between the employees, all new employees of the Department are to join the Union within thirty (30) calendar days after the date of employment, and to maintain membership in the Union. Any employee who desires not to join the Union shall share his financial obligation to the Union by paying an amount equivalent to what the members are assessed. The employment of any employee who does not maintain membership in the Union or pay equal amount to the Union, shall be terminated by the City thirty (30) calendar days after notice from the Union to the City.

Section 4.2 Checkoff. The City shall deduct from the last pay of each month, for each of the employees of the Department, the Union membership fees and initiation fees, where applicable, or an amount equal to the monthly Union dues, as the case may be, and promptly remit them, together with a list of the deductions for each of the employees to the Treasurer of the Union. The Treasurer of the Union shall be responsible for advising the City in writing of all new employees of the Department and of the amount of the Union initiation fees and monthly dues.

MANAGEMENT RIGHTS

Section 5.1 Management Rights. The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to determine the number of personnel

required; to direct and control operations; to discontinue or reorganize any part or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance (subcontracting) either in or out of the City's facilities unless such work could be efficiently performed by employees, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedures established in this Agreement. The City shall also have the right to hire, promote, assign, transfer, suspend and discipline and discharge for just cause, layoff and recall personnel, to establish work rules and to fix and determine penalties for violations of such rules, to make judgments as to ability and skill, to establish and change work schedules, to establish classifications of work and to maintain order and efficiency provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. The Union acknowledges that the only concessions made by the City are those specifically recited in this Agreement.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application or interpretation of this Agreement concerning wages, hours and other conditions of employment. All grievances shall be processed in the following manner:

Step 1. Within ten (10) days from the events which caused the grievance or the Union's or employee's first knowledge thereof, the grievant shall present his grievance orally to the Public Safety Director. The Public Safety Director, Union President and the grievant shall discuss the matter in an attempt to reach a satisfactory settlement. If no satisfactory settlement is reached, the grievant shall reduce the grievance

to writing by setting forth the provisions of the contract alleged to be violated and signing his name thereon. The written grievance shall then be submitted to the Public Safety Director who shall place his written answer thereon within three (3) days and return it to the grievant.

Step 2. The grievant may submit the unresolved grievance to the City Manager within five (5) days after receipt of the Public Safety Director's written answer in Step 1. The City Manager and the Union committee shall discuss the grievance in an attempt to reach a satisfactory settlement. If no satisfactory settlement is reached, the City Manager shall place his written answer on the grievance within five (5) days and return the grievance to the Union President.

Section 6.2 Request for Arbitration. The Union may request arbitration of any unresolved grievance by filing a written request with the City Manager within thirty (30) days following receipt of the City's answer in Step 2.

Section 6.3 Discharge or Suspension. Grievances concerning the discharge or suspension of an employee may be processed at Step 2 of the grievance procedure.

Section 6.4 Time Limits. The time periods specified in the grievance and arbitration procedures shall be followed by the parties provided, however, that the periods may be extended by mutual agreement in writing. Saturday, Sunday and holidays shall be excluded from the time periods specified. If an employee or the Union fails to follow the time periods specified in the grievance procedure, the grievance shall be considered resolved according to the City's last answer. If the City fails to follow the time periods, the grievance shall automatically advance to the next step in the grievance procedure, excluding arbitration.

Section 6.5 Selection of the Arbitrator. Upon a timely request for arbitration, the grievance shall be submitted to one (1) arbitrator chosen by mutual agreement between the parties. If no mutual agreement can be reached, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission. The arbitrator shall be selected by the parties alternately striking a name from the list and the remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the City.

Section 6.6 Arbitrator's Jurisdiction. The arbitrator shall be limited to the application and interpretation of this Agreement as written. He shall have no power or authority to add to, subtract from or modify this Agreement in any respect. If the question of arbitrability is raised, the arbitrator shall first decide the question of arbitrability. The arbitration shall be binding on the City, the Union and the employee.

Section 6.7 Selection of Remedies. An employee may have recourse to the grievance procedure or the procedures established under Act 78, Civil Service, but he may not have recourse to both. An employee who signs a grievance form shall by that act signify that he waives all rights that he may have under Civil Service. The grievance form shall contain this statement.

Section 6.8 Released Time. Officers and other representatives of the Union shall be allowed time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City and processing of grievances through arbitration.

Section 6.9 Cost of Grievances or Negotiations. Any and all expenses incurred by the Union during negotiations or the settling of a grievance, of this and future Agreements, shall be borne by the Union. The City shall bear all expenses that it shall incur during the settling of grievances of this and all future Agreements.

NO STRIKE PROVISION

Section 7.1 No Strike Provision. The Union acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of the prohibition of strikes in Act No. 336, State of Michigan Public Acts of 1947, as amended, and its commitments hereunder. The Union agrees that neither it nor its officers, representatives, committeemen, stewards, nor its members will for any reason, directly or indirectly call, sanction, or engage in any strike, walkout, slowdown, sit-down, stay-in, stay-away, limitation of service, boycott of a primary or secondary nature, picketing or any other activities that may disturb, restrict or interfere with the services provided by the City and its peaceful operations. The City agrees that during the term of this Agreement, it will not lockout any employees covered by this Agreement. The Union agrees that discharge is an appropriate penalty for any employee who engages in any prohibitive activity set forth in this Section.

SENIORITY

Section 8.1 Seniority. Seniority shall mean the employee's continuous length of service in the Department which shall date from the employee's last date of hire. An employee shall have seniority upon completion of the probationary period. Seniority shall be used as a method of preference only as specified in this Agreement.

Section 8.2 Probationary Period. Each employee shall be considered as a probationary employee for a period commencing from his first day of employment and ending twelve (12) months thereafter or for a period of time coextensive with the probationary period established in Act 78, Civil Service, whichever is greater, provided that the time an employee is attending school if required by law shall not be used for the purpose of computing the twelve (12) month probationary period. Probationary employees may be terminated without recourse to this Agreement or to Act 78.

Section 8.3 Promotion Eligibility List. If there is not a current eligibility list, a new eligibility list will be compiled before six months of any known retirement or termination.

PREMIUMS AND OVERTIME

Section 9.1 Longevity. In addition to the salary set forth in this Agreement, employees shall receive an annual longevity benefit. Longevity benefits shall be paid as follows:

- (a) After three (3) years of service, employees shall be eligible for longevity benefits in accordance with Appendix A.
- (b) October 1 of each year shall be the date longevity benefits shall be determined. Longevity benefit based upon full years of service.
- (c) Longevity payments will be received not later than November 15 of each year, separate from annual salary.
- (d) An employee who retires, resigns without cause or because of death, leaves the employment of the City, shall be entitled to longevity payments not received, prorated to the date of termination.
- (e) In the event any employee who has formerly served any Department of the City, and has left the services of the City for reasons of layoff or reduction at a time when there were no charges of misconduct or other misfeasance pending against such employee, returns to the employment of the City in this Department, the years or parts thereof served in any other Department shall be used in computing the employee's longevity benefits.
- (f) Temporary or part-time employment shall not accumulate for longevity benefits. If an employee is transferred from this Department to another Department of the City, service credit will be transferred for longevity benefits.

Section 9.2 Overtime Pay and Other Premium Pay.

- (a) Overtime pay and other premium pay is to be determined in accordance with FLSA.
- (b) During prolonged sickness or absence of the Public Safety Director, which is beyond thirty (30) calendar days, the Captain in charge shall receive an additional ten dollars (\$10) per week or any portion thereof. During prolonged sickness or absence of a Fire Captain which is beyond 30 calendar days, the Fire Lieutenant assigned shall receive Captain's pay. Whenever a senior Firefighter assumes the duties of Lieutenant, he shall receive Lieutenant's pay.
- (c) Overtime for Fire Marshal shall be in accordance with FLSA, except that overtime for holidays shall be at two and one-half (2-1/2) times straight pay.

Section 9.3 Death of an Employee. Upon the death of an employee, while employed by the City, his benefits that are unused, accumulated or accrued, shall be held by the City until such time as proper legal evidence as to beneficiary of the deceased employee, as determined by the City Attorney, shall be presented, allowing full 100% payment of the appropriate benefits.

SICK LEAVE (Non-Occupational)

Section 10.1 Sick Leave Credit (Non-Occupational). Each employee shall acquire one-half (1/2) day of sick leave credit for each month of service, not exceeding an aggregate of six (6) days per calendar year. Fire Marshal shall accrue 13 - eight (8) hour days of sick leave per year. Conversion of accrued sick leave from platoon schedule to Fire Marshal shall be the platoon accrued amount multiplied by .7162 and then rounded to the nearest whole number.

Section 10.2 Charges Against Credit. An employee will be allowed to charge against accumulated sick leave credits for illness without loss of pay or benefits. An employee will inform the Public Safety Director or officer in charge at least one (1) hour prior to the reporting time for his scheduled tour of duty if possible. After two (2) days of absence because of illness, the Public Safety Director may require proof of illness.

Section 10.3 Replacement of Credits. At the end of each year, accumulated unused credits shall be carried forward but with the new credits shall not aggregate in excess of 72 days for purposes of compensation at time of termination. Sick leave accumulated over 72 days will be banked for use as necessary but will not be compensable at termination. Fire Marshal shall be able to accrue a maximum of 155 - eight (8) hour days of sick leave. Each employee shall be notified by the Public Safety Director of the number of sick days he has to his credit no later than January 15 of each year.

Section 10.4 Resignation or Retirement. In the event of retirement, death or layoff, the employee shall receive compensation in a sum equivalent to 100% of accumulated credits of sick leave at the prevailing daily rate up to a maximum of 72 days for platoon scheduled employees and 155 days for Fire Marshal. In the event an employee resigns or is discharged from the City, he shall receive compensation in a sum equivalent to 50% of the above stated amounts.

SICK LEAVE ON THE JOB

Section 11.1 Sick Leave on the Job. If an employee becomes sick or injured while on duty and must leave for the remainder of the scheduled tour of duty, a sick leave day, or portion thereof, will be charged accordingly. When injuries and sickness are attributed to the job and where the employee will receive Worker's Compensation, compensation shall be made as described in Section 11.2 and 11.3. If a period of time lapses before an employee is covered by Worker's Compensation, as required by State or Federal Law, compensation shall be made by the City from the time of injury or sickness to the date Worker's Compensation becomes effective. However, the employee shall be charged sick days according to pay received during that period.

Section 11.2 Length of Compensation. An employee shall be entitled to compensation as described in Section 11.3 below, for injuries and sickness as described in Section 11.1 above, for a period of twenty-six (26) weeks. At the end of twenty-two (22) weeks, the employee's case shall be reviewed by the City and the employee. If the City determines that the employee will be able resume his normal duties, not until after the twenty-six (26) weeks have lapsed, the City may, at its option, proceed as follows:

- (a) They will pay the employee full or part pay by using accumulated sick leave and vacation credits; or
- (b) The City may place the employee on disability retirement after the twenty-six (26) week period, providing that he meets the requirements for disability retirement under the provisions of Act 345.

First year employees shall be granted an initial bank of six sick days to be used only for workers' compensation supplement. This bank will be reduced by regular sick leave credits as earned.

Section 11.3 Amount of Compensation. Pay shall continue at the employee's prevailing rate for the position held at the time of injury or sickness during his time off due to job-connected injury or sickness.

Section 11.4 Compensation Payments. The compensation from the City to the employee will be paid on the Department's regular payday. An employee receiving full compensation shall endorse and give his Worker's Compensation check to the City Treasurer.

Section 11.5 Seniority and Benefits While on Compensation. An employee, while on compensation, who has not been permanently retired, shall be able to return to the position held at the time of injury or sickness, with no loss of seniority or benefits. When an employee returns to duty, he will be entitled to write for any promotions that he would have qualified for while off because of injury or sickness.

Section 11.6 Hospital, Medical and Surgical Expenses. Hospital, medical and surgical expenses shall be paid by the terms of Worker's Compensation Insurance carried by the City.

Section 11.7 Health Shots. The City shall maintain and pay for the cost of all tetanus and booster shots for all employees of the Department, with the physician to be selected by the City. The City will offer and pay for a Hepatitis B vaccination program to all fire department personnel. Such program shall be voluntary on the part of the fire department personnel.

LEAVES OF ABSENCE

Section 12.1 Funeral Leave. If a death occurs among an employee's immediate family, such employee will be granted one (1) duty day funeral leave, not to be charged against the employee's sick leave or vacation, at no loss in annual salary or benefits, provided the employee attends the funeral. Proof of attendance, such as a memorial card, program from the funeral, etc., may be required by the Public Safety Director. Such leave will be extended to two (2) duty days if the employee must travel more than four hundred (400) miles round trip to attend the funeral. Definition of "immediate family" shall be an employee's father, mother, brother, sister, husband, wife, child, step-child, parent-in-law, step-parent, brother or sister-in-law, grandparent or grandparent by marriage. In those unusual situations where an employee is the only relative of the deceased available to make funeral or other family arrangements resulting from the death, upon request to and upon approval by the Public Safety Director, one (1) additional funeral day with pay shall be given. Fire Marshal Funeral Leave: Fire Marshal shall have two (2) duty days to attend the funeral of a family member as described above. This benefit shall be increased to four (4) days if the travel distance to the funeral is over 400 miles round trip.

Section 12.2 Personal Leave Time. Employees may take 24 hours personal leave off per year, upon timely application to and approval by the Officer in Charge, to attend to medical, dental or other personal family problems involving members of their immediate family (father, mother, brother, sister, husband, wife, child, step-child, parent-in-law, step-parent, brother or sister-in-law, grandparent or grandparent by marriage). Personal leave shall be taken in increments of not less than 8 hours. Personal leave in excess of 24 hours is subject to later confirmation by the City Manager after confirmation by the Officer in Charge. All personal leave taken shall be charged against regular sick leave. Fire Marshal shall have personal leave of two days per year, taken in increments of not less than four (4) hours.

Section 12.3 Emergency Time Off. Emergency time off shall be allowed, upon approval by the Public Safety Director or the officer-in-charge, for an employee to be absent from duty for emergency reasons. Such time shall be charged on an hourly basis against the employee's sick time in accordance with Section 12.2.

Section 12.4. Extended Sick Leave. Extended sick leave may be granted by the City Manager upon application by an employee. The application shall include a prognosis by the attending physician as to the expected duration of time needed for recovery and a statement that the employee will be able to return to full duty as a firefighter. The employer may require a medical examination, including a drug test, by the City physician prior to granting extended sick leave. Upon exhaustion of the employee's accumulated sick leave, the employee shall be placed on unpaid leave of absence. While on unpaid leave of absence, the employee will not be entitled insurance coverage and other fringe benefits shall not be paid or accumulated. Extended sick leave shall not exceed twelve months duration.

HOLIDAYS

Section 13.1 Holiday Pay. Holiday pay shall be paid to all employees of the Department except the Fire Marshal. Holiday pay will be in addition to the employee's annual salary and longevity benefits. Holidays shall consist of the following calendar days, or the days celebrated in lieu thereof:

New Year's Day	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
Labor Day	Day Before New Year's Day
Veterans' Day	

Pay shall be at one-half (1/2) the employee's daily rate for each of the above holidays. The Fire Marshal shall receive all holidays off in lieu of holiday pay.

Section 13.2 Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) The employee must work his hours on the Fire Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Public Safety Director.
- (b) An employee who agrees to work or is scheduled on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- (c) If the employee is absent on vacation or paid sick leave, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation or paid sick leave.

VACATION

Section 14.1 Vacation. Each employee shall be entitled to an annual vacation without loss of pay as follows: All vacation eligibility shall be based upon the date of employment. Splitting of vacation days after initial selection period may be allowed with approval of the Public Safety

Director. Vacation eligibility shall be determined by the following schedule:

After one (1) year of service, three (3) days which may not be split into parts.

After two (2) years through the seventh (7th) year of service, six (6) days which may be split into two (2) parts.

After eight (8) years through the fourteenth (14th) year of service, nine (9) days which may be split into three (3) parts.

After fifteen (15) years of service, eleven (11) days which may be split into three (3) parts.

After twenty (20) years of service, twelve (12) days which may be split into three (3) parts.

Fire Marshal vacation eligibility shall be determined by the following schedule:

After 1 year of service - 4 days

After 2 years of service - 11 days

After 8 years of service - 17 days

After 15 years of service - 22 days

After 20 years of service - 24 days

The above schedule applies to total years of service in the department, not as Fire Marshal.

Section 14.2 Vacation Schedules. Two vacation schedules shall be proposed, one for each platoon to be approved and posted by the Public Safety Director not later than April 1 of each year. Preference for vacation time off shall be by seniority among the employees on each shift independently, provided that the employee has made his request to the Public Safety Director within a sufficient time so that the vacation schedule can be posted by April 1. If an employee does not choose his vacation time by April 1, the employee will forfeit any preference to which his seniority entitles him. The Fire Marshal vacation schedule is not affected by the platoon vacation schedule. If an employee does not have his vacation request in by April 1, he shall take his vacation upon request

provided that it can be scheduled by the Public Safety Director. Vacation time is earned for use only after the employee's anniversary date. Advanced leave or accumulation of vacation may be granted by the City Manager upon written request.

Section 14.3 Sale of Vacation Time. Upon voluntary termination of employment, the employee will be paid unused vacation time not to exceed ten (10) days. Fire Marshal shall be paid for unused vacation time not to exceed 22 days. Such vacation time will be pro-rated from anniversary date.

INSURANCE

Section 15.1 Retirement Insurance. The Employer shall provide retirement in accordance with Act 345, Public Acts of 1937. Employer shall contribute 100% of the cost of the plan.

Section 15.2 Life Insurance. After an employee has completed six (6) months, the Employer shall provide, at no cost to the employee, life insurance in the face amount of fifteen thousand dollars (\$15,000). For each employee retiring from the Department under Act 345, the Employer shall provide paid-up life insurance at no cost to the retiring employee as follows:

Those retiring prior to 7/01/93	- \$2,500
Those retiring after 7/01/93	- \$3,500
Those retiring after 7/01/94	- \$4,500

Section 15.3 Medical and Hospital Insurance. The City shall pay the full premium for the group hospitalization program as provided by the Employer for employees and their lawful dependents. The City reserves the right to select the insurance carrier or remain self-insured provided that the

benefits are substantially equivalent to the proposed major medical plan summary dated July 21, 1998, (Appendix B) excluding the administration thereof. Prescription drug co-pay is \$5.00 with generic equivalent and an individual annual cap placed at \$10,000. Employees who retire under the City's retirement plan (Act 345), excluding disability retirement, and their lawful dependents shall be provided coverage until the retiree reaches age 65. In the event the retiree dies prior to age 65, his spouse may continue in the program until age 65 by paying to the City the necessary premium in advance. This benefit to be retained if promoted.

Section 15.4 Dental Plan. A dental plan is provided for employees and their lawful dependents at no cost to the employee. The dental plan shall be the equivalent to Delta Plan D, which provides for benefits with patient paying 25% and the City paying 75% of Class 1 and 2 benefits with \$600.00 maximum per person per contract year. No orthodontics benefits are provided.

WAGES

Section 16.1 Salary Schedule. Effective the first pay period on or after July 1 of the years indicated, the following annual salary scales shall be in effect for those classifications indicated:

<u>Classification</u>	<u>Start</u>	<u>After 6 Mos. Service</u>	<u>After 1 Yr. Service</u>	<u>After 2 Yrs. Service</u>	<u>After 3 Yrs. Service</u>
<u>7/01/97</u>					
Firefighter	\$27,975	\$28,742	\$29,513	\$30,226	\$31,049
Lieutenant					33,056
Captain					34,162
Fire Marshal					34,555
<u>7/01/98</u>					
Firefighter	\$28,815	\$29,605	\$30,399	\$31,133	\$31,980
Lieutenant					34,048
Captain					35,187
Fire Marshal					35,592

<u>7/01/99</u>					
Firefighter	\$29,679	\$30,493	\$31,310	\$32,067	\$32,940
Lieutenant					35,069
Captain					36,243
Fire Marshal					36,660

Section 16.2 Fire Marshal Salary Schedule. Fire Marshal shall be paid in accordance with the above schedule, plus 156 hours paid at one-half (1/2) time. Such payments are to be made as extra earnings and are not used in the computation of overtime.

ALLOWANCES

Section 17.1 Shift Premiums and Cost of Living Allowance. The salary schedule contained herein includes an allowance for working afternoons and nights and a cost of living allowance.

Section 17.2 Food Allowance. The food allowance shall be paid at the following rates to cover the entire shift:

7/01/97	\$24 per day
7/01/98	\$25 per day
7/01/99	\$26 per day

Section 17.3 Cleaning and Laundry of Uniforms. Each employee shall receive a sum of two hundred dollars (\$200) per year, payable in equal installments the first of each calendar quarter, for partial reimbursement of his uniform dry cleaning and laundry expense.

Section 17.4 Fire Officer Training Annual Bonus. An annual bonus of \$100 will be awarded to those firefighters who complete each phase of Fire Officer 1, 2 & 3 for a maximum of \$300. October 1 of each year shall be the date that these additional benefits shall be determined and payment shall be due not later than November 15 of each year. Payment will be paid in one lump sum and will be included in a regular payroll check.

Section 17.5 EMT Bonus. An annual bonus shall be paid to those firefighters who are certified as an EMT so long as the City is engaged in providing EMT services. The determination of whether to provide EMT services shall be made at the sole discretion of the City. Bonuses of \$350 shall be paid on or about July 1, 1997, \$450 on or about July 1, 1998, and \$500 on or about July 1, 1999.

UNIFORMS

Section 18.1 Turn-out Gear. The City shall furnish and maintain all turn-out gear needed by the employees to perform the duties of a firefighter safely.

Section 18.2 Uniforms. The City shall furnish uniforms for all employees as needed to maintain a neat and uniform Department.

SAFETY

Section 19.1 Safety. The City shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, 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 such employee to disciplinary action by the City. It is the duty of the employee and he shall immediately or at the end of his shift report all defects of equipment to the City.

MISCELLANEOUS

Section 20.1 Personal Reimbursement. Items of personal property (excluding items of unusual or intrinsic value) of the employee's damaged in the line of duty or lost shall be repaired or replaced at the City's expense.

Section 20.2 Housing and Laundry. The City shall furnish and maintain bedding, linens, cleaning equipment and all furnishings to maintain the living quarters and the Fire Hall.

Section 20.3 Normal Maintenance Hours. Normal maintenance of the Fire Hall, living quarters and equipment of the Fire Department shall be done by the employees of this Department between the hours of 8:00 a.m. and 5:00 p.m. except in the case of emergency.

Section 20.4 Other Duties. The Association agrees that it will cooperate in a cost reducing program by performing tasks not directly related to firefighting during those times when firefighting duties do not require their attention. The following are examples of duties and are not intended to be a limitation: building inspection; rental inspection program; building maintenance (not in or around the Police Department and not including the maintenance of the Fire Department lawn as long as the rental inspection activities are being undertaken); and participation in a minimum of twelve (12) of the twenty-four training sessions offered by the City. Before any program is adopted by the City, it will meet with representatives of the Association to discuss the specific details of these extra assignments. The City acknowledges that it will not require employees to perform assignments for which the employee is not qualified to undertake. The City further acknowledges that the Fire Department is first and foremost a public safety department to meet firefighting duties.

Section 20.5 Transfers. The Public Safety Director will post all transfer notices at least fifteen (15) days prior to date of transfer, and all transfers will be made between January 15 and March 15 of each year, except that emergency transfers may be necessary and will be discussed with the bargaining committee.

Section 20.6 Trading of Days. Trading of days will be allowed by employees with the permission of the Officer in Charge.

Section 20.7 Copies of Agreement. The City shall provide a copy of this Agreement to the Union for its files and one (1) copy to each member of the Union at City expense within ninety (90) days of the signing of this Agreement.

Section 20.8 Civil Service Act. All provisions of this Agreement are subject to the provisions of Act No. 78 of the Michigan Public Acts of 1935, as from time to time amended.

Section 20.9 Hiring. All hiring will be under Act No. 78 of the Public Acts of 1935, as amended. It is the desire of the parties hereto that the Civil Service Commission will not hire a full-time employee who is a relative of a present full-time employee of the Department. Whenever possible, the City will hire a replacement employee before 45 days of the departure of an existing employee.

Section 20.10 Meetings. The Union may schedule and hold meetings on City property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

Section 20.11 Bulletin Board. The Union shall be provided a bulletin board for the posting of the City and Union notices or other Union materials, size and location as agreed to by the parties hereto.

Section 20.12 Work Rules and Policies. The City reserves the right to establish reasonable work rules and policies. Any new work rules and/or policy concerning the bargaining unit shall be given to the Association when posted. If the Association objects to the reasonableness of any work rule or policy concerning the bargaining unit, it may file a grievance within ten (10) days after such rule or policy has been given to the Association.

Section 20.13 Other Agreements. The City shall not enter into any agreement with its employees individually or collectively or with any other organization which in any way conflicts with the provisions of this Agreement while this Agreement is in effect.

Section 20.14 Maintenance of Conditions. Conditions of employment in effect at the execution of this Agreement not otherwise covered by this Agreement shall be maintained during the term of this Agreement, provided however, that this clause shall not be used to enforce any practice not known and allowed to exist as a practice by the City.

Section 20.15 Severability. To the best knowledge and belief of the parties, this Agreement contains no provisions which are contrary to federal or state laws or regulations. Should, however, any provision of this Agreement at any time while it is in effect, be in conflict with federal or state laws or regulations, then such provisions shall continue

in effect only to the extent permitted by law. In the event any provision of this Agreement is thus to be inoperative, the remaining provisions of this Agreement remain in full force and effect.

Section 20.16 Training Time/Costs. The City agrees to pay for all books, study materials and tuition expenses for courses relating to firefighting duties provided that approval of the Training Officer is obtained in advance of registration. The City and the Association agree to mutually work together to provide opportunity for employee training. To the extent that it is reasonably practicable, the City will pay for relief personnel so that approved training can be completed. Employees agree to attend training on their own time and to trade schedules if possible to minimize the necessity for relief personnel. The training budget shall be administered by the Training Committee who shall consist of the City Manager, Public Safety Director and Training Officer, who shall be a Union member. The Training Committee shall meet as often as necessary to provide training.

Section 20.17 Capital Expenditures. The City agrees to assume the cost of repair or replacement of furniture and fixtures utilized by the Fire Department provided that such costs can be allocated and considered in the normal budgetary process of the City. The Association acknowledges that its requests must be considered in the same manner as other capital expenditures are considered by the City. The Association further acknowledges that damages caused by circumstances other than normal usage would be repaired or replaced at its own expense.

Section 20.18 Court Appearances. Compensation for employment-related court appearances is to be determined by FLSA.

Section 20.19 Outside Work Policy. Employees may accept employment in addition to their work with the City provided:

- a. Such employment will not constitute a conflict of interest with the employee's duties;
- b. Such employment does not interfere with the employee's job with the City; and
- c. Such employment does not involve the use of confidential information gained as a result of the employment with the City.

In recognition of the long-standing past practice of the parties, employees are encouraged to discuss any possible outside employment that may be a violation of this policy with the Public Safety Director.

EFFECT OF AGREEMENT

Section 21.1 Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject except as provided in Section 22.1 (Civil Service Reopener) and the application of the grievance procedure provided herein. This Agreement may be modified by mutual agreement of the parties in writing signed by the parties hereto.

REOPENER

Section 22.1 Civil Service Reopener. This Agreement shall be reopened for negotiations in regards to all aspects of Act 78 should the Act be revoked by referendum during the term of this Agreement.

TERM OF AGREEMENT

Section 23.1 Term of Agreement. This Agreement shall be effective from July 1, 1997, and shall remain in force until midnight, June 30, 2000, and thereafter for successive periods of thirty (30) days unless either party shall, on or before the thirtieth (30th) day prior to said expiration date, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement.

RESIDENCY

Section 24.1 Residency. All employees of the Cadillac Fire Department shall have the option of living in the City, or in one of the four (4) Townships which surround the City. These Townships include Cherry Grove, Clam Lake, Haring and Selma Townships. Employees who choose to live outside the City of Cadillac shall be required to pay a fifty dollar (50.00) annual fee. This fee represents a payment to the City in lieu of contribution toward the Act 345 retirement system that is funded by tax millage on real estate located in the City. Pat Foster and Ken Crips are exempt from this annual fee.

Section 25.1 Promotions. Notwithstanding anything in part of the collective bargaining agreement to the contrary and anything in Act 78 to the contrary, the parties do hereby agree as follows:

Definition. A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The City shall not be obligated to consider a request from any employee who has not submitted their request for promotion in writing or by signing the promotion sign-up list. The promotion procedure is as follows:

A. Eligibility -

- Fire Marshal - All Captains.
All Lieutenants with two or more years service in grade.
Firefighters with 10 or more years service in the department.
- Captain - All Lieutenants with two or more years service in grade.
Firefighters with 10 or more years service in the department.
- Lieutenant - All firefighters with five or more years of service in the department.

All eligibility requirements may be waived with agreement of the City and Union when none of the above applies.

B. Written Examination -

- 1) Exams will be obtained from a testing source which supplies validated exams for the firefighting profession.
- 2) The percentile score ranging from 1 - 100 will be weighted by a factor of .35 to establish the weighted points. A score of 60 is considered passing.

C. Oral Board - An oral board consisting of three (3) members, all of whom have the rank of Captain or higher and are from a paid department comparable to the size and make up of Cadillac. All three (3) members shall be selected by the Public Safety Director, subject to Union review. The Union shall have the right to withdraw selection, but will be responsible for finding a replacement acceptable to the City. Seventy (70) is considered passing.

D. Seniority - Candidates will receive one point for each year of service; any part of a year will count as a percent of the total year, up to 25 years.

E. Total Score - A total score will be constructed as follows with a maximum of 100 points possible:

- Written portion percentile score X .35 = total weighted points (maximum 35 points)
- Oral score X .40 = total weighted points (maximum 40 points)
- Years of service X 1.0 = total weighted points (maximum 25 points)

F. Promotion List - Scores will be listed in order with the highest total score ranked first, next highest score ranked second and so on through all participants who scored a passing score on both the written and oral exam. The promotion list will be posted with total scores indicated by each individual. The top ranked firefighter will be promoted when an opening exists and upon successfully passing a physical exam administered by the City's doctor. In case of a tie the senior firefighter of those tied shall be promoted.

G. Probationary Period - The promoted Firefighter will be on probation in the new rank for a period of six months. During that probation period the employee will receive a written evaluation of performance upon completion of three months. Prior to the completion of the probationary period the employee will receive a second written evaluation, and be advised whether or not they have satisfactorily completed the probationary period. If performance is not satisfactory, the appointing authority may extend the probationary period for up to three months. The decision after three months shall be final.

Section 25.2. Oral Interview Rating Guidelines.

- A. Purpose - The attached oral interview rating form and guidelines are to be used as part of the promotional procedure to evaluate candidates who are competing for the position of Lieutenant, Captain or Fire Marshal.
- B. Instructions - Each candidate should be evaluated fairly and conscientiously according to their personal merits. The board should keep in mind that the person they are interviewing is seeking a position of increased responsibility and evaluate the individual from that perspective.

The guidelines attached should be utilized so that questions dealing with the eight areas are covered. Upon completion of the interview, each board member should independently score the candidate using the rating form provided and fill in several adjectives which best describe the candidate in the notes or comments section. A mean score will be established using the individual board members' scores. This mean score will represent the Oral Board Score used for promotional purposes.

Guidelines for Oral Examination

- A. Education - What has the candidate done on their own and at direction of the department to improve their job knowledge? What has candidate done to prepare for this promotion? How do accomplishments qualify the candidate?
- B. Enhancing Image of the Department - Appearance; what candidate says about the department-critical or supportive; does candidate feel off-duty behavior reflects on the department?
- C. Leadership Qualities -
- 1) Style: Authoritarian, democratic, indecisive? Too much of any of these? Pose situation for this evaluation.
 - 2) Work Philosophy: Is this "just a job" or does candidate see and act on ways to improve their performance?
 - 3) Administer Discipline: Can candidate separate self from being "one of the boys?" Pose situation for this evaluation. Should discipline be positive or negative and why?
 - 4) Decision-Making: Pose technical situation and ask for decision and support for it.
 - 5) Accept Responsibility - Pose situations, ask candidate to assign responsibility for action or decision required. Pose one in third person, and one involving candidate as part of the situation.
 - 6) Effect Desirable Changes - Have any suggestions made by candidate ever been put into effect? How would candidate go about instituting a change in procedures?
- D. Ability to Build Morale - What factors does candidate feel contribute to both good and poor morale in a department? What kinds of actions can be taken to improve it?
- E. Initiative - What education or training has candidate undertaken on their own? Pose situation requiring a junior or mid-level employee to take some action to improve a situation. What, if anything, would they do?
- F. Problem Solving and Reasoning Ability - Pose situations for evaluation in areas such as technical firefighting, code enforcement, public relations, supervision. How would candidate approach problem and attempt to solve it? Look for thought process rather than "right answer" and a response indicating candidate would take some action rather than procrastinate or wait for someone else's decision.
- G. Knowledge of the Job - Can be evaluated from responses to other questions. What does candidate understand the responsibilities of the job applied for to be?
- H. Personal Characteristics
- 1) Cooperativeness: How does candidate operate as a member of a team? Under specific orders? What would candidate do if it was felt some "member of the team" wasn't pulling their own weight?
 - 2) Ability to Command Respect: Is candidate confident of their ability to perform the job sought, and without indications of indecisiveness, being overbearing or oversensitive to criticism?

- 3) Seriousness of Purpose: Is candidate interested in accepting new responsibility and challenge or is main interest in the greater salary?
- 4) Attention to Detail and Routine: Does candidate consider it important to clean, dry and store all equipment and write up reports immediately following a run? Or can such things be done as time permits?

Section 25.3 Oral Interview Rating Form.

Candidate's Name _____ Oral Date _____
Position Applied for _____ Examiner _____

Please circle the number of the scale where, in your best judgment, this candidate falls

0 20 40 50 1 2 3 4 5 6 7 8 9
Un acceptable

60 1 2 3 4 5 6 7 8 9
Unsatisfactory

70 1 2 3 4 5 6 7 8 9
Acceptable

80 1 2 3 4 5 6 7 8 9
Well Qualified

90 1 2 3 4 5 6 7 8 9 100
Outstanding

Notes or Comments:

Appearance: _____
Ability to Communicate: _____
Interpersonal Attitudes: _____
Suitability for This Position: _____
Other: _____

Section 25.4 Score/Tally Sheet.

Name of Candidate _____ Date _____

Written Portion _____ X .35 Total Wt. Points _____

Oral Portion _____ X .40 Total Wt. Points _____

Seniority _____ X 1.0 Seniority Points _____

Total Score _____

The undersigned verifies that, in accordance with the promotional procedure contained in the bargaining agreement, all scores listed above are the exact results obtained by the candidate named.

Signature

Section 25.5 Act 78 Waiver. In consideration of the promotional procedures negotiated between the City and the Association recited above, the Association and employees on their own behalf, agree to expressly waive promotional provision contained in Act 78.

IN WITNESS HEREOF, the parties, by their authorized representatives, have caused this Agreement to be signed this 14th day of December, 1998.

LOCAL NO. 704 of the
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

By: Mark P. Near
Pat Litt
Chris Shankland

CITY OF CADILLAC

By: Peter D. Stalker
Peter D. Stalker, City Manager
Precia L. Emmons
Precia L. Emmons, Director of
Administrative Services

APPENDIX "A"
LONGEVITY SCHEDULE

<u>Years of Service as of October Each Year</u>	<u>Amount of Payment</u>
3	\$325
4	345
5	365
6	385
7	405
8	425
9	445
10	465
11	485
12	505
13	525
14	545
15	575
16	595
17	615
18	635
19	655
20	675
21	695
22	715
23	735
24	755
25	775

Appendix B

MAJOR MEDICAL PLAN SUMMARY
July 21, 1998

BENEFITS	City of Cadillac BCBS Knock-Off Plan	City of Cadillac Proposed Major Medical Plan
Inpatient Hospital Care General Conditions (Semi-private room, meals, general nursing care and hospital services.)	Covered for 365 days (subject to extended stay review)	Unlimited days after deductible and copay
Outpatient Hospital Care (Emergency Room Care) Accident Injuries Medical Emergencies	Diagnostic Lab Services, X-Rays, Radiology and Chemo - \$5 copay or 10%, whichever is greater Accidental injury - Covered Medical (if life threatening) - Covered Physician (Max. benefit/treatment) - \$15	Covered after deductible and copay Covered after deductible and copay with approved diagnosis SAB Rider - deductibles & copays waived for first \$300 of covered expenses within 90 days of an accident.
Mental Health Care Inpatient Mental Health Care	50% after deductible, up to mental health care maximum *	50% after deductible, up to mental health care maximum *
Inpatient Substance Abuse Treatment	50% after deductible (45 days and \$15,000/yr. maximum)	50% after deductible, up to mental health care maximum
Outpatient Mental Health Care	50% after deductible, up to mental health care maximum *	50% after deductible, up to mental health care maximum *
Outpatient Substance Abuse Treatment	50% after deductible, up to \$2,000 per year	50% after deductible, up to annual minimum dollar amount set by state law
Special Hospital Services & Programs Home Health Care	Covered	Covered after deductible and copay
Hospice Care (in approved facilities)	Covered (limited to 120 days)	Covered up to lifetime maximum (no deductible or copays)
Individual Case Management	Covered	Covered
Medical Surgical Care Surgery (includes anesthesia and technical surgical assistance)	Covered at 100%	Covered after deductible and copay; includes surgery in BCBSM-approved ambulatory facilities

BENEFITS	City of Cadillac BCBS Knock-Off Plan	City of Cadillac Proposed Major Medical Plan
Voluntary Sterilization	Not covered	Covered after deductible and copay
Maternity Care--delivery (includes care provided by a Certified Nurse Midwife)	Covered at 100%	Covered after deductible and copay
Pre- & Post-Natal Care Visits (includes care provided by a Certified Nurse Midwife)	Covered after deductible and copay	Covered after deductible and copay
Inpatient Consultations	Covered	Covered after deductible and copay
Emergency Care (Physician)	\$15 maximum benefit per treatment	Covered after deductible and copay
Laboratory, Pathology, X-Rays, Radiology & EKGs	\$5 copay or 10%, whichever is greater	Covered after deductible and copay
Pap Smear - <i>laboratory service only</i> (One routine pap smear every 12 months)	Not covered	Covered after deductible and copay
Mammography Screening (One routine mammogram for women age 35-40, one routine mammogram annually over age 40)	Not covered	Covered after deductible and copay
Office Visits	Covered after deductible and copay	Covered after deductible and copay
Allergy Testing and Therapy	Covered after deductible and copay	Covered after deductible and copay
Well-Baby Care (up to age 1) & Immunizations (up to age 6)	Not Covered	Not Covered
Chiropractic Services - spinal manipulation	Covered after deductible and copay; limited visits	Covered after deductible and copay; limited visits
Ambulance Services	Covered after deductible and copay	Covered after deductible and copay
Prosthetic & Orthotic Appliances	Covered after deductible and copay	Covered after deductible and copay
Private Duty Nursing	50% after deductible	50% after deductible
Prescription Drugs	Prescription Drugs Separate	Prescription Drugs Separate

	DEDUCTIBLES, COPAYS AND DOLLAR MAXIMUMS	
	City of Cadillac BCBS Knock-Off Plan	City of Cadillac Proposed Major Medical Plan
Deductibles (per calendar year)	Deductible: \$150 per person, \$300 per family	Deductible: \$150 per person, \$300 per family
Copays	Copay: 20% for general services; 50% for mental health care and private duty nursing	Copay: 20% for general services; 50% for mental health care and private duty nursing
Out-of-Network Sanctions	Not Applicable	Not Applicable
Stop-Loss (per calendar year)	Stop-Loss: \$1,000 limit on 20% copays for general services	Stop-Loss: \$1,000 limit on 20% copays for general services
Benefit Dollar Maximums (per member)	Maximum: \$1 million lifetime * All mental Health Care Services: \$15,000 per year, \$30,000 lifetime Outpatient Mental Health Care: \$2,000 per year	Maximum: \$5 million lifetime; additional \$1 million lifetime per covered specified human organ transplant * All mental Health Care Services: \$15,000 per year, \$30,000 lifetime Outpatient Mental Health Care: \$2,000 per year, \$5,000 lifetime
Payment of Benefits	Participating Hospitals: 100% of covered benefits Nonparticipating Hospitals: 100% of covered benefits up to UCR (usual, customary and reasonable) limits Medical Surgical Care: 100% of participating surgeons charges; 100% of non-participating surgeon charges up to UCR limits	Participating Hospitals: 100% of covered benefits after deductible and copays Medical Surgical Care: 100% of BCBSM-approved amount less applicable deductible and copays

* These caps on Mental Care services are not valid, effective 7-1-98 under the Mental Health Parity Act. (sunset date of September 30, 2001).



