

4499

6/30/2001

**AGREEMENT**

**between**

**CITY OF COLDWATER, MICHIGAN**

**and**

**LOCAL 2555**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**



*Coldwater, City of*

**1997 - 2001**

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## PREAMBLE

It is the intent and purpose of this Agreement to assure sound mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and as set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

## AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 1997, by and between the CITY OF COLDWATER, hereinafter called the "City" and/or "Employer", and Local No. 2555 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, also known as the COLDWATER FIRE FIGHTERS ASSOCIATION, hereinafter called the "Union" or "Association".

### ARTICLE I - RECOGNITION

Section 1.1. Collective Bargaining Unit. The City hereby agrees to recognize the Union as the exclusive collective bargaining representative as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for the purposes of collective bargaining with respect to wages, hours, and conditions of employment for all employees employed by the City in the following described unit:

All regular full-time employees of the Coldwater Fire Department subject to firefighting or the hazards thereof, including but not limited to the following classifications: Driver-Operator, Captain, Lieutenant, and Firefighter, BUT EXCLUDING the Director of Police and Fire Services, Deputy Director of Fire Services, clerical employees, part-time employees, and all other employees.

Section 1.2. Definitions. The terms "employee" and "employees" when used in this Agreement refer to and include only those full-time regular employees who are employed by the City in the collective bargaining unit described herein.

For purposes of this Agreement, "full-time regular employee" is an employee who is working the full official workweek on a regular schedule in a regular City position or those employees on approved paid leave of absence.

### ARTICLE II - ASSOCIATION SECURITY

Section 2.1. Agency Shop. All employees in the bargaining unit who are subject to this Agreement and who are members of the Association shall, as a condition of employment, maintain their membership in the Association for the duration of this Agreement by paying to the Association dues uniformly established for membership, or in lieu thereof, contribute a sum of money which shall not exceed Association dues as an agency fee. Such payments of fees and dues shall commence on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement or the beginning date of employment.

Section 2.2. Checkoff. The Employer agrees to deduct from the pay of each employee the amount of Association dues or agency fees required under this Agreement, provided the Employer first receives written authorization from such employees for such payroll deduction.

The Employer will only make such deduction if the employee has enough pay to cover such obligation. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Association dues or agency fees.

Section 2.3. Union Meetings. Subject to twenty-four (24) hours advance notice to the Director of Police and Fire Services, the Union may schedule and hold emergency meetings after the evening meal period on Fire Department property insofar as such meetings are not disruptive of the duties of the Fire Fighters or the efficient operation of the Fire Department.

### ARTICLE III - RIGHTS OF THE CITY

#### Section 3.1. Reserved Rights.

(a) The City retains and shall have the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services and programs to be furnished and the methods, procedures, means, equipment, and machines required to provide such service or program; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to continue and maintain its operations as in the past, to study and use improved methods and equipment and outside assistance, 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 Procedure established in this Agreement.

(b) The City shall also have the right to hire, promote, as sign, transfer, suspend, discipline, discharge for just cause, layoff, and recall personnel; to make rules and regulations relating to personnel policies, procedures, and working conditions; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure to the extent provided herein.

### ARTICLE IV - GRIEVANCE PROCEDURE

Section 4.1. Definition of Grievance. A grievance is defined as, and limited to, a written complaint by an employee or the Union involving an alleged violation of a specific provision of this Agreement.

The grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of the Agreement involved.

Section 4.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. An employee shall register all grievances in writing with the Deputy Director of Fire Services. Such grievances shall be submitted within seven (7) calendar days from the date the grievant knew or should have known of the alleged violation. The Deputy Director of Fire Services shall review the facts and issue a written decision to the employee's grievance within seven (7) calendar days following receipt of the grievance.

Step 2. If the employee is not satisfied with the decision in Step 1, the employee may file an appeal with the Director of Police and Fire Services or his designee within seven (7) calendar days following receipt of the Step 1 decision. The Director of Police and Fire Services or his designee shall review the facts of the appeal and issue a written decision within seven (7) calendar days following receipt of the appeal.

Step 3. If the employee is not satisfied with the decision in Step 2, the employee may file an appeal with the City Manager or his designee within seven (7) calendar days following receipt of the Step 2 decision. The City Manager or his designee shall review the facts of the appeal and issue a written decision seven (7) calendar days following receipt of the appeal. This decision shall be final unless appealed to arbitration as provided in Section 4.5.

Section 4.3. Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing in words agreeable to both parties and shall be written on or attached to a copy of the written grievance and signed by the representatives involved. No grievance settlement shall be final and binding until approved by one of the following: the City Manager, the Director of Police and Fire Services or their designee. The word "settlement" does not include a final decision or award by an arbitrator.

Section 4.4. Time Limits. Grievances not filed or appealed within the designated time period shall be considered settled on the basis of the last determination by the City. Grievances not answered by the City within the designated time limits may be appealed to the next step, as though denied by the City on the last day of the time period designated for answer. The limits established in the grievance procedure may be extended by mutual agreement in writing.

Section 4.5. Arbitration Request. The Union may appeal arbitration of any unresolved grievance of an employee by giving written notice to the Employer within seven (7) calendar days following receipt of the Employer's written answer in Step 3 of the grievance procedure.

Section 4.6. Selection of Arbitrator. Upon the filing by the Union of a timely request for arbitration, the parties shall mutually agree upon an arbitrator. If no agreement is reached within seven (7) calendar days, either party may request a panel of arbitrators from the Federal Mediation and Conciliation Service. Each party shall alternately strike names from the panel and the last remaining name shall serve as arbitrator. The Union shall strike the first name from the list.

The cost of the arbitrator and the expense of the hearing shall be shared equally by the City and the Union. However, the parties shall each be responsible for any and all costs and expenses of their own witnesses and representatives.

Section 4.7. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed by the terms of this Agreement and shall have no power or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. It is the intent of the parties that the grievance and arbitration procedure shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the relinquishment of specific rights by the City. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. No award by the arbitrator shall be retroactive more than three (3) days prior to the time that the grievance was first submitted in writing, except as provided otherwise by this Agreement.



The arbitrator's decision shall be final and binding on the Union, the City and employees, provided, however, either party retains all legal rights to challenge arbitration and the decisions thereof where the award was procured by fraud or undue means, where the arbitrator was guilty of misconduct or where the award is in excess of the arbitrator's authority or inconsistent with applicable law.

Section 4.8. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one employee, the Union will select one representative employee to attend the hearing. Any employee called as a witness, whether by the City or the Union, shall be excused from the hearing after his or her testimony is completed.

Section 4.9. Exclusive Procedure. The grievance procedure set out above shall be exclusive and shall replace any other grievance or complaint procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. The election to proceed to arbitration as provided herein shall constitute a waiver of any and all rights to proceed under any other formal or informal dispute resolution procedure.

#### ARTICLE V - STRIKES AND ILLEGAL ACTIVITY

Section 5.1. During the term of this Agreement or any extensions thereof, neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, including, but not limited to, primary strikes or sympathy strikes against the City, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, picketing, or refusal to do reasonably assigned work, refusal to cross any picket line of any employer, or interfere in any manner with any of the normal operations of the City or in any conduct which causes or results in such interference.

The Union acknowledges and agrees that some employees covered by this Agreement supervise other employees within the Unit, and that they are expected to carry out their supervisory duties over employees under their supervision notwithstanding the fact that such employees are members of the same bargaining unit.

The Union agrees not to subject these supervisory employees to sanctions or penalties for carrying out their supervisory duties. The Union further agrees that it will not interfere in any way with the employee's supervisory duties and responsibilities.

The City reserves the sole right to discipline an employee or employees up to and including discharge, for violating any of the provisions of this Section. It is expressly acknowledged by the Union and the employees that discharge is an appropriate penalty for any violations of this Section. Any appeal under the grievance procedure shall be limited to the factual determination of whether the employee or employees did, in fact, engage in any activity prohibited by this Section.

#### ARTICLE VI - SENIORITY

Section 6.1. Definition. Seniority is defined as the length of the employee's continuous full-time service with the Department from the employee's last date of hire. The application of seniority shall be limited to the preferences and benefits specifically provided in this Agreement.

Section 6.2. Loss of Seniority. Seniority shall be lost under the following conditions:

- (a) Quit or resignation.
- (b) Discharge or termination.
- (c) Retirement.
- (d) Conviction of a felony.
- (e) Layoff for more than one (1) year or length of seniority, whichever is less.
- (f) Absence from work for three (3) consecutive working days without providing the Employer an acceptable excuse for the absence.
- (g) Failure to return to work upon recall from a layoff as set forth in the recall procedure.
- (h) Failure to return from a leave of absence at the end of the authorized period without providing the Employer an acceptable excuse for the absence.

Section 6.3. Seniority List. Subsequent to the execution of this Agreement, an up-to-date seniority list shall be presented to the Union President. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the Union President an updated seniority list upon request.

Section 6.4. Seniority Tie-Breaker. When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by their last names.

Section 6.5. Probationary Employees.

- (a) All employees shall be considered on probation for the first twelve (12) months after their commencement of work. An employee who is absent from work for a period of time in excess of five (5) workdays shall have his or her probationary period extended by a period of time equal to his or her absence.
- (b) During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without recourse and without regard to this Agreement.
- (c) Upon satisfactorily completing the probationary period, the employee's name shall appear on the seniority list as of his or her most recent date of hire.

## ARTICLE VII - LAYOFF

Section 7.1. Layoff and Recall Procedure. In the event that a reduction in personnel or abolition of positions occur, the Employer agrees to lay off the employee with the least seniority.

Recall to work shall be in reverse order of layoff, provided the employee has the experience, ability and training to perform the required work. Upon recall, an employee must return to his or her former classification.

The Employer will attempt to give employees to be laid off at least fourteen (14) calendar days' notice of such layoff, whenever possible.

Section 7.2. Demotion in Lieu of Layoff. Except as provided otherwise, an employee subject to layoff who so requests may, in lieu of layoff, be demoted to a lower Department position in which the employee previously held regular status. Selection for and retention in such lower positions shall be in seniority order, provided, however, that the senior employee has the experience, ability and training to perform the required work.

Employees demoted pursuant to this Section shall have recall rights to their former position for a period not to exceed twelve (12) months or the length of their seniority, whichever is less.

Section 7.3. Notice of Recall. Employees to be recalled from layoff shall be given five (5) calendar days to respond after notice has been sent by certified mail to the laid-off employee's last known address. Employees who decline recall, or who fail to respond as directed within the time allowed, may be presumed by the Employer to have resigned and their names shall be removed from the seniority list. It shall be the employee's responsibility to keep the Employer informed of the employee's current address.

## ARTICLE VIII - HOURS OF WORK

Section 8.1. Workweek. Unless specified otherwise, the standard workweek of employees assigned to platoon duty shall average 40 hours per week. However, nothing in this Section shall be considered a minimum number of hours per workweek.

Section 8.2. Work Schedules. Work schedules shall be determined by the Director of Police and Fire Services, so that employees are scheduled for a yearly average of forty (40) hours per week with eight (8) hours in a work day, which includes a thirty (30) minute paid lunch break. The lunch break shall be taken as the work load and shift supervisor permits. Work schedules shall be posted fifteen (15) days in advance, but this shall not restrict the Employer's right to change the schedule if circumstances require. However, should an employee be required to work different hours other than those originally posted with less than five (5) days' notice, he shall be compensated for the initial shift assignment worked at the rate of time and one-half.

Employees assigned to platoon duty will be scheduled to work an eight (8) hour tour of duty, changing shifts every calendar month in three rotating shifts of: DAYS/MIDNIGHTS/AND AFTERNOONS. During each twenty-eight-day period, each employee will be scheduled one four-day weekend.

An alternative work schedule that includes a yearly average of forty (40) hours per week may be developed as long as it is mutually agreed to and beneficial to both the Director of Police and Fire Services and IAFF. Discussions with the IAFF regarding an alternative work schedule will be initiated by the City upon notification of workweek schedule change as provided in Appendix C, Letter of Understanding No. 1.

Section 8.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request by the Employer. Overtime shall be offered on a seniority basis to members of the bargaining unit. Overtime may be ordered in inverse order of the seniority list.

Section 8.4. Overtime Premium. Premium pay at time and one-half (1½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of the employee's regularly scheduled work week. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked. Overtime shall be paid for the pay period in which it is earned.

Section 8.5. Trading Time. It is agreed that each employee shall be allowed to trade time subject to prior approval, and at the discretion of the Director of Police and Fire Services or his designee. Requests for trading time must be made in writing at least one (1) calendar day in advance of the earliest date requested to be changed.

## ARTICLE IX - EMPLOYEE FRINGE BENEFITS

### Section 9.1. General Provisions.

(a) The following benefits apply to those employees who are engaged for and are assigned to regular positions of full-time regular duty. Eligibility for the accumulation of these benefits starts with the assignment to staff or regular duty and shall continue only so long as such employees are continuously engaged in full-time employment:

- (1) Worker's compensation supplement;
- (2) Sick leave allowance;
- (3) Vacation allowance (employee may request and receive vacation pay check in advance);
- (4) Paid holidays;
- (5) Hospital medical insurance;
- (6) Life insurance;
- (7) Retirement;
- (8) Personal leave days.

(b) Accounting for sick leave and vacation allowance will be had through the use of individual employee records wherein hourly credits will be regularly set up as such credits are accrued and hourly deductions made therefrom as the employee receives the benefits thus represented. Accounting of accrued benefits shall be made to individual employees each pay period. Hourly credits standing to the account of any employee represent work weeks of benefit accumulation and shall be adjusted from time to time to suit such changes that may be made in the normal work week.

(c) Leave shall accrue to an employee while in a leave-with-pay status providing said employee returns to duty. Leave shall not accrue to an employee while in a leave-without-pay status whenever an employee is absent on leave without pay fifteen consecutive days during a calendar year. An employee absent because of injury shall, upon his return to duty, receive credit for accrued leave covering the period of time for which he was paid disability compensation.

(d) In case of the separation of an employee who is indebted for advance leave, the employee shall refund the amount paid him for the period of such excess, or deduction thereof shall be made from any pay due him.

This Section shall not apply in cases of death, retirement, or reduction in work force, or by an employee unable to return to duty because of disability, evidence of which shall be supported by a medical certificate.

#### Section 9.2. Worker's Compensation Supplement.

(a) For loss of time on account of injury incurred in the line of duty, any eligible employee shall receive full pay for one (1) full month, from the time that the employee stops work on account of such injury. This is to be followed by two-thirds (2/3) pay for the five (5) months ensuing after which the administrative body, at its option, may reduce the rate to that allowed under the Worker's Compensation Act. Such payments made by the administrative body shall be reduced by the amount of Worker's Compensation insurance that may be paid to the employee on account of such injury.

(b) Should the employee elect to do so, he may draw on any sick benefit that may be standing to his credit in an amount sufficient to give full pay during the period of time lost on account of such injury up to the limit of such sick benefit accumulation.

(c) All sick leave benefits shall cease when the attendant physician reports that the employee is able to return to work.

#### Section 9.3. Military Leave.

(a) For not to exceed fifteen (15) calendar days in any calendar year, the City will grant to an employee a leave so that he may perform full-time, active duty with the reserve components of the armed forces of the United States or the National Guard of the State of Michigan. The employee will be paid the difference between such military service and the pay he would have received, if any, had he worked his regularly scheduled shift during such period of service; provided, he gives to the City's Director of Police and Fire Services notice of his call to active duty as promptly as is practicable, and following such performance of duty, provides to the Director of Police and Fire Services an authorized copy of his pay voucher.

(b) Military leave in excess of the foregoing paragraph shall be granted in conformance with State and Federal laws and the employer shall not be responsible for any wage differentials.

(c) An employee who enters military services by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave shall be reinstated in accordance with all applicable provisions of the State and Federal laws then in effect. All pay and fringe benefits shall terminate during this period.

#### Section 9.4. Sick Leave Pay.

- (a) For loss of time on account of sickness, or injury not incurred in the line of duty, all eligible employees shall be allowed full pay each year for the amount of time equal to the working hours in one (1) or two (2) normal work weeks, as such work weeks apply to the individual. The accumulation of this benefit will begin as of the date of hire and will be credited to each employee as it is earned.
- (b) Sick benefit is cumulative to new employees at the rate of two (2) normal work weeks per year, and becomes available to such employee after he shall have accumulated three (3) months' benefits credit to his account.
- (c) Sick benefit may be cumulative to a maximum of 1040 hours if on a forty (40) hour schedule and 1300 hours if on a fifty-three (53) hour schedule. Thereafter, the maximum annual accumulation of sick benefit shall be paid to the employee at the rate of one-half the hours not used so as to reduce the sick benefit to not greater than 1040 hours if on a 40-hour schedule and 1300 hours if on a 53-hour schedule. Payment shall be made as soon after July 1 as possible and be based on the rate in effect during the previous twelve months. Upon the effective date of this Agreement, employees shall cash out their sick benefit to maintain not greater than the maximum sick benefit accumulation as provided in this Agreement.
- (d) Sick benefits involving not more than three (3) working days at any one time will be allowed upon certification of the responsible supervisor. Benefits involving longer periods may be required to be certified by an attendant physician.
- (e) Sick benefits will be allowed to the extent of one (1) normal work week for each specific instance in the event of a serious illness in the employee's immediate family, requiring his absence from duty. Immediate family includes spouse, children and stepchildren, parents and stepparents, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, and spouse's parents and grandparents.
- (f) Funeral Leave. If a death occurs among an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of five (5) days if on a forty (40) hour schedule and two (2) duty days if on a fifty-three (53) hour schedule, such time not to be charged against the employee in any manner. A day shall be considered eight (8) hours if on a forty (40) hour schedule and twenty-four (24) hours if on a fifty-three (53) hour schedule. The Employer shall be notified in either case of the death of a member of an employee's family and the extent of the expected absence. A funeral leave, chargeable to the employee's sick leave accumulation, will be permitted to the extent of four (4) hours for other than members of the immediate family. Twenty-four (24) hours for out-of-county funerals will be permitted. Eight (8) hours if on a forty (40) hour schedule and twenty-four (24) hours if on a fifty-three (53) hour schedule will be permitted for out-of-county funerals for other than members of the immediate family.
- (g) Except as modified above, no employee shall receive sick benefit allowance except in the case of a bona fide sickness or injury and then only while he is regularly employed in full-time service.
- (h) Sick leave shall be charged only for the absence upon days which an employee would otherwise work and receive pay.
- (i) One-half (½) of accumulated sick leave becomes payable to the employee upon termination of his employment under honorable conditions and upon giving of two (2) weeks' advance notice of termination.

Section 9.5. Vacations.

- (a) Vacation allowances at full pay will be granted to all eligible employees for an amount of time equal to the working hours in normal work weeks, as such work weeks apply to the individual. The accumulation of this benefit will begin as of the date of hire and will be credited to each employee as it is earned.
- (b) To be of optimum benefit, vacations should be taken annually and for the full period of the allowance; however, upon employee request by special permission of the Department Head, accumulations up to two (2) years' allowance will be granted, or for greater periods should working conditions prohibit an employee's absence from duty.
- (c) Vacation benefits are cumulative to employees according to the following schedule:

<u>Years of Eligibility</u>	<u>Hours of Vacation</u>
1 through completion of 5	80.16
6	88.32
7	96.00
8	104.16
9	112.32
10	120.00
11	128.16
12	136.32
13	144.00
14	152.16
15 & over	160.32

Benefits become available to employees after they shall have accumulated one (1) year benefit credit to their account.

- (d) Periods of leave are subject to the approval of the Director of Police and Fire Services or of his regularly designated assistants.
- (e) Periods of leave are subject to the approval of the Department Head or of his regularly designated assistants. Periods of leave, with vacation pay, shall in no case involve less than three (3) working days except upon approval of the Director of Police and Fire Services or his designated representative, a shorter period of leave in one-half day (4-hour) segments may be granted. A request for vacation leave of less than three (3) days shall not be unreasonably denied.
- (f) Vacation schedules shall be worked out as far in advance as possible, and each employee shall place his request for leave with his immediate superior at the earliest possible date. Where conflict in selected dates occur, the employee of the longest service will be given preference or, where term of service is equal, the person first placing his request shall be given preference.
- (g) Vacation leaves shall be so arranged and granted that the number of employees absent from one department or working group at any one time will not be sufficient to injure the service rendered by that department or group or entail the payment of an excessive amount of overtime to those who replace the absentee.

(h) Accumulated vacation allowance becomes immediately payable to the employee upon termination of his employment, no matter what the reason for such termination, provided that the employee has been continuously eligible to such benefit for not less than one (1) full year.

(i) Subject to mutual agreement and with the approval of the Department Head and/or the Administrative Body, further leaves of absence, either with or without pay may be granted.

Section 9.6. Recognized Holidays.

(a) Full-time, regular employees and all other full-time employees who are qualified to receive the same benefits because of their having worked continuously for one (1) year or more shall be paid for the following nine (9) listed holidays when not worked:

New Year's Day	Day after Thanksgiving Day
Memorial Day	Full day before Christmas
Independence Day	Christmas Day
Labor Day	Full day before New Year's Day
Thanksgiving Day	

In addition to the above, there shall be a day to be chosen by each department with the approval of the Manager and Department Head prior to July 1 of each year, provided that the employee has worked a full assigned shift on his last scheduled work day prior to the holiday and his first scheduled work day following the holidays.

(b) Holiday pay will be at regular straight time rate for eight (8) hours.

(c) If a holiday occurs while an employee is on sick leave, the employee shall be paid for the holiday without deduction being made from his sick leave accumulation credits on the account.

(d) When a holiday occurs during the scheduled work week, all hours worked in excess of thirty-two (32) hours will be at overtime rate unless the holiday is worked. If the holiday is worked, overtime will be paid for all hours over forty (40).

(e) When work is performed on any of the above listed holidays, the rate of pay shall be at time and one-half (1½) regular rate plus holiday pay.

(f) When a holiday falls on a Saturday, the day preceding (Friday) shall be observed as a day not to be worked. When a holiday falls on a Sunday, Monday will be observed as a day not to be worked.

(g) Full-time, regular employees of the Fire Department assigned to a shift shall receive pay based upon a maximum of nine (9) holidays as follows:



- (1) To be eligible for this holiday pay, an employee must have been continuously employed for the previous six months. Payment of one-half of the amounts given below shall be made about June 1 and December 1 of each year. The first payment due a new employee will be prorated to include the total number of full months of service since his employment date.

<u>Fire Department</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
Captain	\$1273	1311	1351	1391
Lieutenant	1197	1233	1270	1308
Driver-Operator	1155	1189	1225	1262
Firefighter	1093	1126	1159	1194

- (2) Eligibility for holiday pay shall require that a full-time, regular employee has worked a full assigned shift on his last scheduled work day prior to the holiday and his first scheduled work day following the holiday.

(h) Subject to Department Head approval, an employee may request a leave of four (4) hours to attend Good Friday or similar services. Such leave shall be subtracted from the employee's sick leave or vacation at the employee's option.

Section 9.7. Personal Leave Days. All full-time regular employees shall be allowed three (3) personal leave days without loss of pay each contract year. The personal leave days are not accumulative from year to year and may be scheduled any time during the contract year subject to the approval of the Director of Police and Fire Services.

Section 9.8. Life Insurance.

(a) The City will furnish to each employee life insurance with double indemnity provisions. This benefit is designed to be supplemental to and cooperative with the benefits of the Michigan Municipal Employees' Retirement System adopted in 1947.

(b) Face amount of the policy is \$20,000.

(c) Death benefits are designated to be paid to the beneficiary as follows: A lump sum payment upon death, followed by a series of twelve (12) equal monthly installments thereafter, the amount of these payments to be variable with the amount of the life insurance.

(d) Life insurance will be established to the credit of new regular, full-time employees the first of the month after one (1) month following such employment, and will be terminated upon termination of or retirement from such active status.

(e) No special provisions are in effect governing termination of employment because of death. All final pay and accumulated benefits will be promptly settled with the employee's family, the City deciding the final compensation due, if other than normal, in each specific case.

Section 9.9. Hospitalization Insurance.

(a) The City will pay the premium for a \$500.00/1,000.00 Deductible Group Blue Cross/Blue Shield Major Medical Coverage Plan (Dimension III Health Care Plan) for each employee and his or her family.

(b) Effective July 1, 1997, employees will be responsible for annual deductibles in the amount of \$200.00 per individual and \$400.00 per family subject to a maximum deductible of \$200.00 per individual family member. The City will be responsible for payment of all other deductibles and co-payment amounts associated with the BC/BS Comprehensive Major Medical Plan.

(c) In addition, the City will set aside \$1000.00 per year per employee in a local health account which the employee may use for miscellaneous medical expenses in accordance with IRS regulations. The annual amount set aside shall be increased to \$1100.00 on July 1, 1998, and to \$1200.00 on July 1, 1999.

(d) The City will provide a prescription drug program with a twenty dollar (\$20) employee co-pay. Any increase in premium above five percent (5%) per year and the cost of any family continuation coverage shall be paid by the employee.

(e) The City has established a Flexible Benefits Plan in accordance with IRS regulations to provide employees with the opportunity to pay for IRS-qualified tax-exempt expenses with pre-tax dollars. Participation in the plan will be voluntary.

Section 9.10. Retirement Plan. Current and new employees are eligible for, and shall participate under, the Michigan Municipal Employees' Retirement System. The required payroll deductions shall be started on the date of employment. All employees shall be covered by Benefit Plan B-3 until July 1, 2000, when Benefit Plan B-4 shall become effective, except that employees shall be covered by Benefit Plan C-2 with B-1 Base when and if they become eligible for and covered by Social Security. Retirement is to be based on the average of the best three consecutive years of service, effective July 1, 1988. Employees may retire without penalty after the age of 50 with 25 years of service, in accordance with the Municipal Employees' Retirement System rule.

Effective July 1, 1997, all new employees shall participate in the MERS Defined Contribution Plan, Benefit Program DC. The City shall contribute 6.5% of the employee's annual compensation to the Plan and the employee shall contribute 5% of his annual compensation to the Plan. Effective July 1, 2000, the employee contribution to the Plan shall be increased to 6%. Current employees shall be given a one-time irrevocable option to convert from the Defined Benefit to the Defined Contribution Plan during a conversion period of not less than 60 days to be opened during 1997, or as soon thereafter as determined by MERS.

Section 9.11. Insurance Contracts. All insurance benefits and programs shall be governed by the provisions of the respective insurance policy contracts. The City reserves the right to use self-insurance methods of funding to provide all or part of the benefits recited herein. All benefits which are provided by self-insurance shall be equal to those provided by insurance carriers.

## ARTICLE X - WAGES

### Section 10.1. Classification and Rates.

(a) The City shall determine the classification and salary range for each employee or any classifications established during the term of this Agreement. The compensation ranges and their respective classification

are attached as Appendices A and B and incorporated herein as a part of this Agreement. These rates are the straight time, regular rate of pay for the respective classes.

(b) The normal beginning rate for a new employee will be the minimum rate in the established range for the class of positions. However, the Department Head may, in special cases, with the approval of the City Manager, due to recruiting difficulties or for a new employee having exceptional qualifications, authorize appointments above the minimum.

(c) Increments within established salary and wage ranges are to provide a means of recognizing outstanding performance and continued good service. However, increments will not be awarded on an automatic basis, but they shall be contingent upon meritorious service as determined in an annual review of eligible employees. Each Department Head shall have the authority to award increments to deserving employees in his department; however, the awarding of more than one (1) increment to an employee within a calendar year shall have the approval of the City Council. All increments shall be contingent upon the availability of funds.

(d) In the case of a promotion, the rate of the promoted employee will be adjusted to that step in new range next above his rate of pay prior to promotion. In the case of transfer, the employee's rate will remain unchanged at the time of transfer. In the case of demotion, the rate of the demoted employee shall be reduced only as necessary to bring his rate at the time of demotion within the range established for the class to which he is demoted.

(e) A firefighter, after two years of employment, and upon passing an examination selected by the training officer, may be classified as a driver-operator for pay purposes only.

#### Section 10.2. Longevity Pay.

(a) As a token of appreciation of those employees that have served the City of Coldwater well for a number of years, the following longevity payment shall be made on December 1st of each year, based upon the employee's yearly gross base pay as of November 1st:

5 years continuous service prior to November 1st.....	1.0%
6 years continuous service prior to November 1st.....	1.2%
7 years continuous service prior to November 1st.....	1.4%
8 years continuous service prior to November 1st.....	1.6%
9 years continuous service prior to November 1st.....	1.8%
10 years continuous service prior to November 1st.....	2.0%

An additional 0.2% shall be added for each year of additional service to a maximum benefit of 5.0% for twenty-five (25) years of service or over.

(b) Only those employees on the City payroll on December 1st of each year shall be entitled to length of service pay except in case of death or retirement on City pension (Municipal Retirement System).

(c) In the case of death or retirement on City pension, length of service pay shall be prorated from November 1st, preceding to the date of death or retirement.

Section 10.3. Extra Duty Compensation. Employees may be required by the Director of Police and Fire Services to perform emergency and extra duty as needed.

(a) Employees are entitled to compensation for a minimum of two (2) hours' time for each response to a call by the Director of Police and Fire Services to extra duty, outside of the employee's regular working hours. This minimum does not apply to extra time which may be worked contiguously with an employee's scheduled, normal workday or work period even though an interruption, as for a meal, may occur therein.

(b) Should such call to extra duty result in overtime for that particular workweek, the time and one-half (1½) rule applying to overtime shall apply only to that time actually worked and not to the two (2) hour minimum time provided above.

Section 10.4. Temporary Transfers. Employees who are temporarily transferred to work in a category which allows a higher rate of pay or additional benefits shall receive such higher rate of pay and benefits during the time he is working within that category if such transfer exceeds a continuous period of thirty (30) days. This does not apply in case of vacations. Payment of such higher rate shall be retroactive to the beginning of the thirty (30) day period.

## ARTICLE XI - RESIDENCY

Section 11.1. Residency. All employees shall be subject to the Residency Policy which follows:

All employees covered by this Agreement shall maintain residency within Branch County, Michigan, excepting those positions subject to the limitations of the City Charter.

Any new employee (including Supervisory personnel and Foremen) must move into Branch County, Michigan, within six (6) months from date of employment.

The definition of residence, for the purpose of this Section, is as follows:

The term "residence" shall be construed to mean that place at which a person habitually sleeps, keeps his or her personal effects and has a regular place of lodging. Should a person have more than one residence, or should a wife have a residence separate from that of the husband, that place at which such person resides the greater part of the time shall be his or her official residence for the purposes of this policy.

## ARTICLE XII - MISCELLANEOUS

Section 12.1. Uniforms. The City will furnish complete uniforms (including one pair of dress shoes and one pair of safety work shoes) and protective clothing (including outer garments) for the fire personnel. Fire personnel shall wear the prescribed uniforms when on duty, but shall not wear these items when off duty. The determination of what items of uniform and protective clothing are required shall be at the sole discretion of the Employer.

Section 12.2. Personal Appearance. Personal appearance of employees shall reflect cleanliness about their person and in their uniforms and employees shall be clean-shaven and exemplary in all other matters regarding their personal appearance for safety reasons as cited in NFPA 1500-5-3.10.

Section 12.3. Joint Communications Center. The Public Safety Building may include a joint communications center for the dispatch of both fire and police vehicles. It is understood and agreed that the Deskman of the Center may be required to answer the alarm telephone for the Fire Department and dispatch fire vehicles and keep their radio log. To the extent the City participates in the Branch County 9-1-1 program, this section will be inoperable.

Section 12.4. Public Safety Building Maintenance. Fire Department personnel shall provide all maintenance and custodial care for the portion of the Public Safety Building occupied exclusively by the Fire Department. This care shall also extend to the grounds around the entire Public Safety Building.

The kitchen, sleeping area, and lounge at the fire hall shall be for the primary use of the firefighters. Use of these facilities by other employees or the public shall be allowed only by permission of the firefighters on duty or upon approval of the Director of Police and Fire Services and shall not interfere with the reasonable operation of the Fire Department.

Any major painting, remodeling, expansion, or addition will not be considered as Fire Fighters' duty unless mutually agreed upon prior to proposed project. Any work on public or private buildings not related to Fire Fighters' duty or public safety shall not be performed.

Section 12.5. Equipment Maintenance. Fire Department personnel shall provide care for, and perform maintenance of, Fire Department equipment as directed by the Employer.

Section 12.6. Work Assignments. The Union acknowledges that all work performed is the work of the City and that no bargaining unit employee or group of employees has the sole right to perform any specific duties or work to the exclusion of any other bargaining unit employees or any non-bargaining unit employees.

Fire Department personnel may be assigned duties related to safety inspections in the City's rental housing inspection program, as determined by the Employer.

Section 12.7. Work Rules. The Employer reserves the right to establish rules and regulations which it shall deem proper to govern the conduct of its employees.

Section 12.8. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 12.9. Separability. In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

It is further provided that in the event any provisions are so invalidated, this contract shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions only.

Section 12.10. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.


**ARTICLE XIII - TERMINATION**

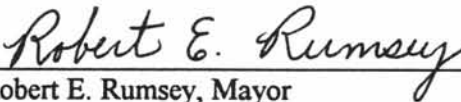
Section 13.1. Duration. This Agreement shall remain in full force and effect until June 30, 2001, at midnight. The Union shall supply and serve upon the Employer the notices required under the Public Employment Relations Act prior to the termination of this Agreement.

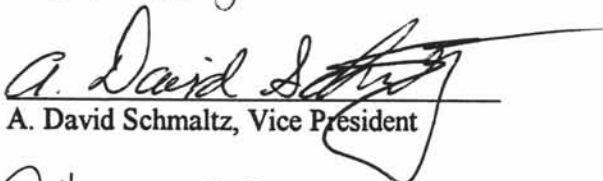
WITNESS WHEREOF, the parties hereto have signed this Agreement the 11<sup>th</sup> day of AUGUST, 1997.

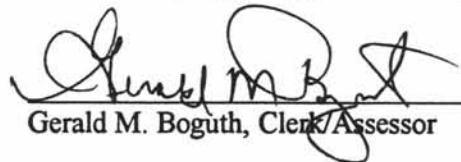
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ASSOCIATION OF FIRE FIGHTERS

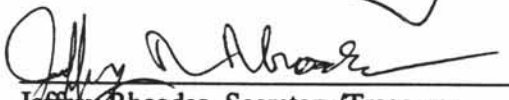
CITY OF COLDWATER

  
\_\_\_\_\_  
Gregory Sharp, President

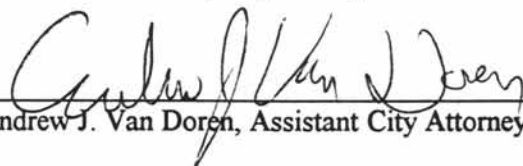
  
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Robert E. Rumsey, Mayor

  
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A. David Schmalz, Vice President

  
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Gerald M. Boguth, Clerk/Assessor

  
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Jeffrey Rhoades, Secretary/Treasurer

  
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William R. Stewart, City Manager

  
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Andrew J. Van Doren, Assistant City Attorney

APPENDIX A

**SALARY SCHEDULE**

Firefighters (hourly rate) - 53 hr/wk (2,756 hours per year)

Range	Year	A	B	C	D	E	F	G
207F Firefighter	1997	9.07 25,000.00	11.00 30,317.10	11.17 30,771.29	11.32 31,197.09	11.47 31,622.89		
	1998	9.07 25,000.00	11.33 31,226.61	11.50 31,694.43	11.66 32,133.00	11.82 32,571.58		
	1999	9.07 25,000.00	11.67 32,163.41	11.85 32,645.26	12.01 33,096.99	12.17 33,548.72		
	2000	9.07 25,000.00	12.02 33,128.31	12.20 33,624.62	12.37 34,089.90	12.54 34,555.19		
208F Driver- Operator	1997	11.17 30,771.29	11.32 31,197.09	11.47 31,622.89	11.62 32,020.31	11.77 32,446.11	11.94 32,900.30	12.08 33,297.71
	1998	11.50 31,694.43	11.66 32,133.00	11.82 32,571.58	11.97 32,980.92	12.13 33,419.49	12.30 33,887.31	12.44 34,296.64
	1999	11.85 32,645.26	12.01 33,096.99	12.17 33,548.72	12.33 33,970.35	12.49 34,422.08	12.66 34,903.93	12.82 35,325.54
	2000	12.20 33,624.62	12.37 34,089.90	12.54 34,555.19	12.70 34,989.46	12.86 35,454.74	13.04 35,951.05	13.20 36,385.31
209AF Lieutenant	1997	11.62 32,020.31	11.77 32,446.11	11.94 32,900.30	12.08 33,297.71	12.24 33,723.51	12.42 34,234.48	12.57 34,631.89
	1998	11.97 32,980.92	12.13 33,419.49	12.30 33,887.31	12.44 34,296.64	12.60 34,735.22	12.79 35,261.51	12.94 35,670.85
	1999	12.33 33,970.35	12.49 34,422.08	12.66 34,903.93	12.82 35,325.54	12.98 35,777.27	13.18 36,319.36	13.33 36,740.97
	2000	12.70 34,989.46	12.86 35,454.74	13.04 35,951.05	13.20 36,385.31	13.37 36,850.59	13.57 37,408.94	13.73 37,843.20
212F Captain	1997	12.42 34,234.48	12.57 34,631.89	12.71 35,029.31	12.88 35,483.50	13.03 35,909.30	13.18 36,335.10	13.36 36,817.67
	1998	12.79 35,261.51	12.94 35,670.85	13.09 36,080.19	13.26 36,548.01	13.42 36,986.58	13.58 37,425.15	13.76 37,922.20
	1999	13.18 36,319.36	13.33 36,740.97	13.48 37,162.59	13.66 37,644.45	13.82 38,096.18	13.99 38,547.91	14.17 39,059.87
	2000	13.57 37,408.94	13.73 37,843.20	13.89 38,277.47	14.07 38,773.78	14.24 39,239.06	14.41 39,704.34	14.60 40,231.66

**APPENDIX B**  
**SALARY SCHEDULE**

Firefighters (hourly rate) - 40 hr/wk (2,080 hours per year)

Range	Year	A	B	C	D	E	F	G
207F Firefighter	1997	12.02	14.57	14.80	14.99	15.19		
	1998	12.02	15.01	15.24	15.44	15.65		
	1999	12.02	15.46	15.70	15.90	16.12		
	2000	12.02	15.92	16.17	16.38	16.60		
208F Driver- Operator	1997	14.80	15.04	15.19	15.37	15.60	15.78	16.03
	1998	15.24	15.49	15.65	15.83	16.07	16.25	16.51
	1999	15.70	15.96	16.12	16.31	16.55	16.74	17.01
	2000	16.17	16.43	16.60	16.80	17.05	17.24	17.52
209AF Lieutenant	1997	15.38	15.60	15.78	16.03	16.19	16.44	16.62
	1998	15.84	16.07	16.25	16.51	16.68	16.93	17.12
	1999	16.32	16.55	16.74	17.01	17.18	17.44	17.63
	2000	16.81	17.05	17.24	17.52	17.69	17.96	18.16
212F Captain	1997	16.44	16.62	16.68	16.92	17.06	17.31	17.68
	1998	16.93	17.12	17.18	17.43	17.57	17.83	18.21
	1999	17.44	17.63	17.70	17.95	18.10	18.36	18.76
	2000	17.96	18.16	18.23	18.49	18.64	18.92	19.32

Rates effective at the beginning of the first pay period following July 1 of each year.



APPENDIX C

LETTER OF UNDERSTANDING NO. 1

The City acknowledges that as of the signing of this Letter of Understanding, it is operating on an average fifty-three (53) hour workweek schedule. The City may, at its discretion upon six (6) months' notice to the IAFF, change to a forty (40) hour workweek. While a fifty-three (53) hour workweek schedule is in effect, the following modifications to the Labor Agreement will be followed.

Section 8.1. Workweek. Unless specified otherwise, the standard workweek of employees assigned to platoon duty shall average fifty-three (53) hours per week. However, nothing in this Section shall be considered a minimum number of hours per workweek.

The regular workday of employees assigned to platoon duty shall be twenty-four (24) hours in duration. It shall begin at 7:30 A.M. and conclude at 7:30 A.M. the following day.

Section 8.2. Overtime. All overtime work shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly rate of pay as required by the Fair Labor Standards Act. Overtime shall be paid as it is earned.

Section 9.5. Vacations.

(a) Vacations.

(1) Full-time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

<u>Years of Employment</u>	<u>Hours of Vacation Platoon Personnel</u>
1 thru completion of 5	106.0
5 thru completion of 6	116.6
6 thru completion of 7	127.2
7 thru completion of 8	137.8
8 thru completion of 9	148.4
9 thru completion of 10	159.0
10 thru completion of 11	169.6
11 thru completion of 12	180.2
12 thru completion of 13	190.8
13 thru completion of 14	201.4
14 thru completion of 15 & over	212.0

The above rates shall be applicable during the first full calendar year after the employee has reached the specified seniority level.

If you have one year's accumulation, you must stay below one year by July 1st each year or get approval from your Department Head to go over one year. If you have two years' accumulation, you must stay below two years by July 1st each year.

Section 9.6. Holidays. Platoon personnel shall receive in lieu of time off a premium pay for the recognized holidays, lump sum holiday pay in the following amounts:

<u>Classification</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
Captain	\$1474	\$1518	\$1564	\$1611
Lieutenant	\$1427	\$1469	\$1513	\$1559
Driver-Operator	\$1379	\$1421	\$1463	\$1507
Firefighter	\$1345	\$1386	\$1427	\$1470

Section 9.7. Personal Leave Day. All full-time regular employees shall be allowed one personal leave day (24 hours) without loss of pay each contract year. A personal leave day is not accumulative from year to year and may be scheduled anytime during the contract year subject to the approval of the Director of Police and Fire Services.

Section 10.5. Meal Allowance. Employees assigned to platoon duty shall receive a Five Hundred Twenty Dollars (\$520.00) per year allowance for meals.

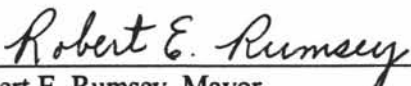
Salary Schedule. See Appendix A.

Any other contractual items not covered by this letter of understanding which were based on the forty (40) hour workweek will be restructured based on an average fifty-three (53) hour workweek with twenty-four (24) hour shifts.

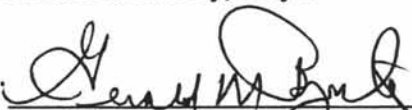
LOCAL 2555, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

CITY OF COLDWATER

  
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Gregory Sharp, President

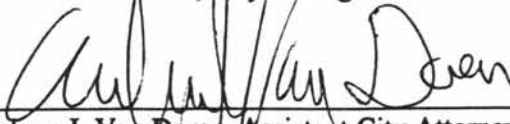
  
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Robert E. Rumsey, Mayor

  
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A. David Schmalz, Vice President

  
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Gerald M. Boguth, Clerk Assessor

  
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Jeffrey Rhoades, Secretary/Treasurer

  
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William R. Stewart, City Manager

  
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Andrew J. Van Doren, Assistant City Attorney

DATED: AUGUST 11, 1997