

6/30/2002

4549

# Collective Bargaining Agreement

**CITY OF TRENTON**

and

**TRENTON FIRE FIGHTERS UNION**

Local 2701

International Association of Fire Fighters

*Trenton, City of*

January 1, 1999 - June 30, 2002

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## AGREEMENT

This Agreement is entered into by and between the City of Trenton, hereinafter referred to as the "City" and Local #2701, International Association of Fire Fighters, also known as the Trenton Fire Fighter Union hereinafter referred to as the "Union" was accepted by the Union on April 21, 1999, and ratified by the City Council of the City of Trenton by resolution on May 17, 1999.

IT WITNESSETH:

This Agreement shall be effective the 1<sup>st</sup> day of January, 1999, and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2002.

### ARTICLE I PURPOSE AND DEFINITIONS

#### SECTION 1. PURPOSE

The parties hereto have entered into this Agreement, to incorporate understandings previously reached, and other matters into a formal Contract; to promote harmonious relations between the City and the Bargaining 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 contract differences between the City and the Union. It is the intent and purpose of this Agreement to set forth and establish the general policy of the City on personnel and procedures, rates of pay and hours of work; and to provide a method for the redress of any grievances the employees may have by virtue of this supplemental Agreement or otherwise.

#### SECTION 2. DEFINITIONS

- A. "City" shall include the elected or appointed representatives of the City of Trenton, Michigan.
- B. The Union shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

### ARTICLE II RECOGNITION

Pursuant to and in accordance with all applicable provisions of ACT 336 of the Public Acts of Michigan of 1947, as amended, the City does hereby recognize the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters, AFL-CIO, as the sole and exclusive representative for the purpose of collective bargaining, in respect to rates of pay, hours of employment, and other terms and conditions of employment for all employees of the Trenton Fire Department with the persons holding the following positions excluded therefrom:

- Fire Chief
- Deputy Chief
- Fire Marshal
- Fire Inspector/Training Officer
- Clerical

### **ARTICLE III PAYROLL DEDUCTION OF UNION DUES**

#### SECTION 1.

The City agrees to deduct dues and assessments in an amount certified to be correct by the Secretary or Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

#### SECTION 2.

In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and Bylaws, refund to the employee will be made by the Union.

#### SECTION 3. LIMIT OF EMPLOYER'S LIABILITY

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

#### SECTION 4.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Sections 2 and 3.

#### SECTION 5.

Within thirty (30) days of the date of execution of this Agreement or the date of hire, whichever is later, any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal to the amount of Union Dues and/or assessments as a contribution toward the administration of this Agreement.

### **ARTICLE IV RIGHTS OF THE EMPLOYER**

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws, and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of the Agreement. It is recognized by the parties that the government management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility; provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages and working conditions of any members of the Union.

### **ARTICLE V NO-STRIKE CLAUSE**

During the life of this Agreement the Union will not cause, nor permit its members to cause, nor will any members of the Union take part in a strike or any concerted effort to diminish the quality or quantity of the work performed by members of the Union. In the event of any of the above violations of this Article, the City will take immediate disciplinary action against the employees involved. The City will not lock out employees during the term of the Agreement.

## ARTICLE VI RIGHTS OF THE EMPLOYEE

### SECTION 1. GENERAL

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

### SECTION 2.

Regardless of shift complement Union representatives shall be afforded time off, during working hours, without loss of pay, to fulfill their Union responsibilities of contract negotiations, grievance processing, and the administration of this Agreement.

Two designated Union representatives shall be afforded reasonable time off, during working hours, without loss of pay, to attend educational meetings and district meetings if time is available under normal scheduling and the approval of the Fire Chief, providing no overtime is required.

Regardless of shift complement, two representatives of the Union may attend the following functions without loss of pay, not to exceed the number of days listed below for each event:

|           |   |
|-----------|---|
| Six days  | International Fire Fighters Convention (Even years in August)                 |
| Four days | Michigan Professional Fire Fighters Union Convention (Even years in May/June) |
| Five days | IAFF Redmond Health & Safety Symposium (Odd years in August)                  |

The Union shall request time off for these functions no later than March 1<sup>st</sup> of the year the event is scheduled. This time will be reserved on the leave day schedule by the Chief or his designee after the first round of vacation picks are completed. Time off shall be only granted during the actual dates of the event plus a travel day before and after the event.

### SECTION 3. BULLETIN BOARDS

The City will furnish the Fire Department a bulletin board to be used by the employees to post their Union notices and information pertaining to the Fire Department and these bulletin boards, or anything posted thereon, will not be disturbed by an official of the City, with the President of the Union or his designee responsible for the content thereof.

### SECTION 4.

The City shall allow the Union to schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

## **ARTICLE VII MISCELLANEOUS**

Employees shall be given twenty (20) calendar days' notice prior to any shift change. If notice is not given then the employee will be compensated at time and one-half for his/her first day worked on the new shift.

No employee shall be required to do special skilled work, usually performed by a skilled tradesman, for example-but not limited to-electrician, plumber, carpenter or painter. The ordinary housekeeping as presently performed, maintenance of grounds and equipment such as cutting grass, shoveling snow, painting of equipment and general housekeeping repairs shall continue.

Ordinary housekeeping and normal training functions shall be completed between 8:00 a.m. and 4:00 p.m. This does not restrict specialized training which may be scheduled at appropriate times on an employee's scheduled work day.

## **ARTICLE VIII OTHER AGREEMENTS**

The City shall not enter into any collective bargaining agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions of this Agreement.

The Fire Department Standard Operating Procedure Manual will be in effect upon the signing of this agreement.

## **ARTICLE IX REPRESENTATION**

All employees covered by this Agreement will be represented for the purpose of grievance procedure and negotiations by a committee composed of no more than four (4) members of the Union. This committee shall be chosen in any manner seen fit by the Union and a letter of authorization from the Union President naming such representatives will be given to the City when the changes in representatives take place.

The Chief or his designee shall also recognize three (3) shift stewards as representatives of the Union.

## **ARTICLE X GRIEVANCE PROCEDURE**

### SECTION 1.

Any grievance or dispute which may arise between the parties which is claimed to be a violation, misapplication, or misinterpretation of this Agreement shall be resolved in the following manner:

- Step I      The employee allegedly aggrieved may first discuss his/her complaint with the Deputy Chief with or without his/her steward, and both parties shall make every effort to satisfactorily settle the complaint. The steward may be allowed time off without loss of pay to investigate a grievance that may arise from this Agreement. This privilege shall not be abused.

Grievances affecting a large number of employees may be treated as a policy grievance and entered at Step II by the Executive Board of the Union.

**ARTICLE X (continued)**  
**GRIEVANCE PROCEDURE**

- Step II     If the dispute is not settled orally with the Deputy Chief, the employee and/or Steward shall present the grievance in writing to the Chief or the Chief's designee within ten (10) calendar days after the grievance occurs or after knowledge of its occurrence. The written grievance shall set forth the nature of the Agreement that the Union claims has been violated, and the specific remedies the Union seeks. The employee or employees allegedly aggrieved must sign the grievance before it will be processed. The Chief or the Chief's designee shall have fifteen (15) calendar days in which to answer in writing.
- Step III    If the grievance is not settled at Step II of the procedure, the Union shall submit the grievance to the designated representative of the Mayor and Council, with a copy to the Department Head, within ten (10) calendar days after the Chief's or designee's answer is received. The designated representative of the Mayor and Council shall respond within forty (40) calendar days after the designated representative receives the grievance.
- Step IV     If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the designated representative of the Mayor and Council, by written notice to the other, request arbitration.

The Arbitration proceeding shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and the Arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator have power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant, provided that the arbitrator shall not insert his/her judgment, wisdom, or reasoning for that of the Employer or the Union.

The costs for the arbitrator's services, including expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

**SECTION 2. TIME LIMIT**

No grievance shall be processed unless it is presented within ten (10) calendar days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step I through Step IV may be extended for good cause shown or mutual consent of the parties.

Failure of the Union to abide by the time limits set forth in Step I through Step IV above shall be considered an abandonment of the grievance. Failure of the Employer to abide by the time limits set forth in Step I through Step IV shall be considered a granting of the grievance without prejudice.



**ARTICLE XI  
WAGES**

SECTION 1.

| Rank          | Percent of Base | Rate in Effect 1/1/99 | 2.5% increase     | 2.5% increase     | 3.0% increase     |
|---------------|-----------------|-----------------------|-------------------|-------------------|-------------------|
|               |                 |                       | 7/1/99 to 6/30/00 | 7/1/00 to 6/30/01 | 7/1/01 to 6/30/02 |
| CAPTAIN       | 128%            | \$53,129.48           | -                 | \$56,705.17       | \$58,406.33       |
|               | 126%            |                       | \$54,457.71       | \$55,819.15       | \$57,493.73       |
| LIEUTENANT    | 121%            | \$50,599.50           | -                 | \$53,604.11       | \$55,212.23       |
|               | 120%            |                       | \$51,864.49       | \$53,161.10       | \$54,755.93       |
| SERGEANT      | 116%            | \$48,491.19           | -                 | \$51,389.06       | \$52,930.73       |
|               | 115%            |                       | \$49,703.47       | \$50,946.05       | \$52,474.44       |
| ENGINEER      | 110%            | \$46,382.88           | \$47,542.45       | \$48,731.01       | \$50,192.94       |
| FIRE FIGHTER: |                 |                       |                   |                   |                   |
| 4 year        | 105%            | \$44,274.56           | \$45,381.43       | \$46,515.96       | \$47,911.44       |
| 3 year        | 100%            | \$42,166.25           | \$43,220.41       | \$44,300.92       | \$45,629.94       |
| 2 year        | 90%             | \$37,949.63           | \$38,898.37       | \$39,870.82       | \$41,066.95       |
| 1 year        | 80%             | \$33,733.00           | \$34,576.33       | \$35,440.73       | \$36,503.96       |
| Start         | 75%             | \$31,624.69           | \$32,415.30       | \$33,225.69       | \$34,222.46       |

| <i>NOTE:</i> | <u>Rank (Certification required)</u> | <u>Current</u> | <u>7/1/2000 w/certification</u> |
|--------------|--------------------------------------|----------------|---------------------------------|
|              | Captain (Fire Officer I, II, III)    | 126%           | 128%                            |
|              | Lieutenant (Fire Officer I, II)      | 120%           | 121%                            |
|              | Sergant (Fire Officer I)             | 115%           | 116%                            |

Effective July 1, 2000, employees holding the rank of Captain, Lieutenant and Sergeant will be compensated at their current rank differential, or the higher rank differential if they have obtained the certification required for the position.



**ARTICLE XI (continued)**  
**WAGES**

**SECTION 2.**

Fire personnel who hold and maintain a Michigan Department of Public Health Basic EMT License, Specialist License or Advanced Life Support License shall be compensated at the following rate payable July 15th of each year:

**MONTHLY LICENSE PREMIUM**

| <u>LICENSE</u>       | <u>Current</u> | <u>7/1/99</u> | <u>7/1/2000</u> | <u>7/1/2001</u> |
|----------------------|----------------|---------------|-----------------|-----------------|
| Basic EMT            | \$ 45          | \$ 50         | \$ 55           | \$ 60           |
| Specialist           | \$ 85          | \$ 100        | \$ 115          | \$ 130          |
| Advanced (Paramedic) | \$ 200         | \$ 225        | \$ 250          | \$ 275          |

The base licensure benefits are paid in advance and based on the regular position being worked at the time of payment. These payments will be prorated upon hiring and termination. The base licensure benefits are also subject to prorating depending upon the length of time the license and position are held for each employee in the department. The union shall be responsible for providing a listing of any changes occurring throughout the previous fiscal year by July 1st of each year. These adjustments are to be made with the next regular payment on July 15th.

All Fire personnel hired after September 21, 1998, shall maintain a valid State of Michigan EMT License at a minimum of their current level of certification as a condition of continued employment. Any employee hired after September 21, 1998, whose license is revoked or not in effect for any reason, may be terminated upon exhaustion of a licensure appeals process or twelve (12) months, whichever comes first.

All Fire personnel must attend license recertification courses that are required by the Michigan Department of Public Health. These recertification courses will be offered on an annual basis by the Fire Department. If Fire personnel cannot or do not attend the necessary course sessions for any reason, the individual will be required to obtain recertification on their own time and at their own expense. In cases of extenuating circumstances, the Fire Chief may grant an exception to the requirement to obtain on the employee's own time and at their own expense.

**SECTION 3.**

An employee whose job is abolished shall be entitled to the classification for which his seniority warrants.

**SECTION 4.**

In order for an employee to be eligible to move up and accept the responsibilities and carry out the duties of a rank above that which the employee holds, the employee must meet the minimum standards and qualifications of the higher rank as stated in the job description.

An employee will be compensated at the rate of the higher rank for all hours worked during that shift in the higher rank. Move up pay to the officer rank will reflect the employee's Fire Officer certification level.

**SECTION 5.**

Union employees cannot expect to fill vacancies of supervisory or non-union positions and non-union or supervisory employees cannot expect to fill vacancies of union positions.

## ARTICLE XII HOURS

### SECTION 1.

Effective January 1, 1986, members shall be scheduled to work an average of 56 hours per week on a three platoon system which shall begin each day at 8:00 a.m. and end the following day at 8:00 a.m. The work schedule shall be as prescribed by Act 125, Michigan Public Acts of 1925, as amended by Act 115, Michigan Public Acts of 1965 as amended. Each member of each platoon shall receive a mandatory leave day to be taken during each twenty-eight (28) day period, by which the work week will be effectively reduced to 50 hours per week. The mandatory leave day will be selected in accordance with the Fire Department Standard Operating Procedure Manual.

The hourly rate for purposes of overtime and move-up will be based upon the annual wage divided by 2600 hours, effective April 1, 1993. Scheduled hours actually worked in excess of 216 hours in a 28 day period (cycle) will be paid at the rate of time and one half at the hourly rate applicable.

The 28-day periods shall begin October 1, 1983, and shall continue in a consecutive manner.

### SECTION 2. CALL-OUT TIME

Employees shall be paid a minimum of four (4) hours, or time and one-half times the actual hours worked, whichever is the greater.

Effective January 1, 1990, employees called in on holidays specified in Article XVII, Section 1, shall be paid a minimum of four (4) hours, or double time the actual hours worked, whichever is the greater. Effective July 1, 1999, this paragraph is no longer applicable.

Effective July 1, 1999, employees called in to work on holidays specified in Article XVII, Section 1, will be compensated as a regular call in at time and one-half times the actual hours worked, or a four (4) hour minimum, whichever is greater.

### SECTION 3. TRADING OF DAYS

An employee shall be permitted to voluntarily trade work or leave days in whole or in part, with another employee. Trading employees will be responsible for assurance that they possess departmental abilities to fill in for each other. All traded time shall be repaid with time. Employees shall not be permitted to purchase for value or to contract the services of another to provide coverage of any assigned shift. The City shall not be liable for any additional wage or overtime obligation as a consequence of employees trading time. Trading of time will not be allowed during periods of pre-scheduled mandatory training.

### SECTION 4. COMPENSATORY TIME

- A. Employees may elect to receive compensatory time off at the rate of time and one-half in lieu of overtime compensation. Effective July 1, 1999, compensatory time can be accrued to a maximum of one hundred and twenty (120) hours. If an employee has more than one hundred and twenty (120) hours of compensatory time on the books they are not eligible to receive compensatory time in lieu of overtime compensation.
- B. Compensatory time may be utilized on an hourly basis as needed by employees. If the utilization of compensatory time reduces the manpower complement to a level that necessitates the scheduling of or a call-in for overtime, the employee will have the total hours required to fill their absence charged against their compensatory time bank.
- C. On June 30, 2001, employees with a compensatory time bank in excess of one hundred and twenty (120) hours will be paid down to one hundred and twenty (120) hours at their regular hourly rate.
- D. Compensatory time must be used prior to separation of employment.

## **ARTICLE XIII TRAINING COMPENSATION**

Any part of the following Compensation Training Schedules are subject to modification as a result of litigation and Federal or State law changes.

1. Attendance at courses, classes, meetings or seminars on off-duty time requested by the Chief.
  - A. Compensation at time and one-half (1 1/2) for actual classroom hours of attendance.
  - B. Compensation does not include travel time or lunch hour.
  - C. Verification of all classroom hours shall be mandatory.
  - D. Course fees and expenses will be covered.
  - E. Travel will be by Departmental vehicle or if by personal vehicle, reimbursement is at the prevailing city-approved rate per mile.
2. Individuals may attend other classes or training on their own time. This training may, or may not, be paid for by the Department.
3. In no case shall there be compensation beyond normal pay for course hours attended during a scheduled work period. Personnel attending outside sponsored training during duty hours will be required to return to duty as soon as possible.
4. Manpower requirements will take precedence over attendance at outside training sessions. Attendance at outside training sessions shall be as determined by the Fire Chief or designee.

## **ARTICLE XIV LONGEVITY PAY**

Any employee with five (5) years of continuous service as of November 30th shall receive Three Hundred Dollars (\$300.00) and an additional Thirty Five Dollars (\$35.00) for each year of service thereafter, payable between November 1st and November 15th of each year. Effective January 1, 1999, there is no cap on the maximum longevity payment.

If a terminated employee is rehired, he shall receive longevity pay according to his date of rehire, not his original hiring date.

## **ARTICLE XV INSURANCE BENEFITS**

### SECTION 1. LIFE INSURANCE

- A. Effective July 1, 1984, the City will furnish to each employee covered by this contract group life insurance with the addition of an accidental death and dismemberment rider to the nearest One Thousand Dollars (\$1,000.00) of their base salary fully paid by the City through the City's group insurance.

The employee may elect to double this coverage but this additional cost must be paid by the employee.

- B. Retirees - Effective July 1, 1984, Five Thousand Dollars (\$5,000.00) life insurance shall be provided for all present and future retirees of this bargaining unit.

**ARTICLE XV (Continued)**  
**INSURANCE BENEFITS**

**SECTION 2. HOSPITALIZATION INSURANCE**

- A. The City shall provide and pay the initial full cost of Full Family Hospitalization, a plan equivalent to or Blue Cross/Blue Shield as described in the existing group operating agreement, a copy of which will be provided to the Union. Employees shall be notified in advance of any contemplated change in the carrier of the City's Hospitalization Insurance.
- B. Employees who are eligible to be covered by health insurance through their spouse's employer, or elsewhere, may elect to drop the City's coverage and receive a deferred cash benefit of \$100.00 monthly, which will be paid in cash or deposited in a deferred income account in the name of the employee. If such an election is made and the employee's eligibility for the alternative coverage ceases, the employee may immediately re-enroll into the City's health insurance plan then available. This program is referred to as the City of Trenton Premium Conversation Plan. Amounts received by participants in this plan are not included as compensation for pension purposes.
- C. Retirees - The City shall provide the above program for all retired employees, widows, widowers. This will continue for a retiree's widow or widower until such time as they remarry. This shall be for the duration of the contract.

**SECTION 3. DENTAL**

The City will provide and pay the cost of a Full Family Dental Insurance program as set forth in the insurance policy covering all maintenance procedures to eighty percent (80%) of reasonable and customary fees, fifty percent (50%) for restorative work subject to a Fifty Dollar (\$50.00) calendar year deductible per individual with a maximum of One Hundred Fifty Dollars (\$150.00) per family.

Benefits for orthodontia, subject to a Fifty Dollar (\$50.00) deductible, with benefits of One Thousand Two Hundred Dollars (\$1,200.00), will be limited to those age nineteen (19) and under.

**SECTION 4. OPTICAL**

The City will provide the cost of the Full-Family plan as set forth in the policy for a comprehensive optical insurance plan allowing for full vision care subject to a Ten Dollar (\$10.00) deductible at all participating optometrists.

**SECTION 5.**

The City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same hospital, dental and optical insurance policies. Such coverage shall cease after five (5) years, or earlier upon remarriage of the surviving spouse. This coverage is not available if the surviving spouse or children are eligible for equivalent insurance coverage elsewhere.

**SECTION 6. PREMIUMS**

Increased costs in insurance premiums will be paid by the City.

**SECTION 7.**

The City shall pay the full cost for hospital, dental, optical and life insurance benefits for one year after an employee is laid off from the City of Trenton.

**SECTION 8.**

The effective date of all insurance policies shall be the next eligible enrollment date after the ratification of this contract by the Union and the City.

**ARTICLE XV (continued)**  
**INSURANCE BENEFITS**

**SECTION 9.**

- A. The City shall provide dental and optical insurance for retirees who retire after July 1, 1986, their spouses, and minor dependent children of the retiree, until the retiree reaches age sixty-five (65).
- B. Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement health insurance (hospital, dental and optical), including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for health insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The benefits for dental and optical insurance will not be available after age sixty-five (65). The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for equivalent health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the health insurance with the other employment is terminated the retiree may immediately re-enroll on the City health insurance coverage. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

This section does not apply to employees hired prior to January 1, 1996.

**SECTION 10. FUNERAL BENEFITS**

Funeral expenses up to and including a maximum of Two Thousand Dollars (\$2,000.00) will be paid by the City of Trenton for any employee killed while on the job or in the line of duty, or as a direct result of an injury sustained while on the job or in the line of duty.

**SECTION 11. HEALTH CARE COST CONTAINMENT**

- A. The City and Union recognize the mutual benefit to be achieved from health care cost containment.
- B. It is mutually agreed that discussions concerning health care cost containment and issues involving employee health will continue outside of the contract negotiation setting.
- C. These discussions will include:
  - 1. Health Care Cost Containment
  - 2. Health Related Issues:
    - a. family health issues
    - b. substance abuse (drug & alcohol)
    - c. weight and exercise
    - d. other health related issues



**ARTICLE XV (continued)**  
**INSURANCE BENEFITS**

SECTION 11. HEALTH CARE COST CONTAINMENT

- D. Any issue that will impact previously negotiated contract provisions will be subject to mutual agreement and ratification by both parties.
- E. A committee will be established consisting of two Union members and two Management members.
- F. In the case of employee assistance programs, any programs instituted will be voluntary and employee confidentiality will be maintained.

**ARTICLE XVI**  
**UNIFORM AND FOOD ALLOWANCE**

SECTION 1. UNIFORM ALLOWANCE

The City shall pay the sum of Six Hundred Eighty Dollars (\$680.00) per year to all members of the Fire Department for the purpose of purchasing and maintaining the necessary uniforms and clothing required for employment.

These sums will be paid semi-annually on March 1 and September 1 of each year. All uniforms purchased by said employees shall conform to departmental regulations.

SECTION 2. FOOD ALLOWANCE

The City shall pay Eight Hundred Eighty Dollars (\$880.00) per fiscal year for a fire fighter's food provided he works a twenty-four (24) hour shift schedule.

Payments of this money will be made quarterly on the following dates: January 1, April 1, July 1 and October 1. Any variances due to starting date and/or termination shall be prorated.

SECTION 3.

It is mutually understood that the payments under Sections 1 and 2 above are made in arrears and are to be prorated as necessary upon the first anniversary date or upon termination of employment.

**ARTICLE XVII**  
**HOLIDAYS**

SECTION 1.

All Fire Department employees on the twenty-four (24) hour day basis shall be paid in a lump sum Two Thousand Three Hundred Fifty Dollars (\$2,350.00) for the following holidays:

|                         |                  |
|-------------------------|------------------|
| New Year's Day          | Labor Day        |
| President's Day         | Veterans Day     |
| Good Friday             | Thanksgiving Day |
| Memorial Day (observed) | Christmas Day    |
| July Fourth             |                  |

**ARTICLE XVII (continued)**  
**HOLIDAYS**

SECTION 2.

Payment is to be made between September 1 and September 15 each fiscal year.

SECTION 3.

Fire Department employees on the twenty-four (24) hour day basis, if called in to work on a holiday, Article XII, Section 2, paragraph 2, will apply. Effective July 1, 1999, this paragraph is no longer applicable.

Effective July 1, 1999, employees who work on a twenty-four hour day basis will be compensated at the rate of time and one-half for all hours worked on the holidays specified in Section 1. The compensation at time and one-half will apply to hours worked as regular scheduled hours, as well as scheduled and call-in overtime.

SECTION 4.

Effective July 1, 1999, employees who call-in sick on a holiday will be required to provide a medical slip substantiating the fact that they were physically unable to work on that day. If an employee does not provide such documentation they will have sick time deducted at the rate of time and one-half for all sick hours used on the holiday.

**ARTICLE XVIII**  
**RETIREMENT**

SECTION 1.

Except as altered by this Collective Bargaining Agreement, eligible employees shall receive retirement benefits in accordance with PUBLIC ACT 345 (Policemen and Firemen Retirement Act).

SECTION 2.

Each eligible employee will retire at the average of the highest annual compensation during a period of three (3) years of service contained within the last ten (10) years of service.

SECTION 3.

For all employees hired prior to January 1, 1996, any member who has 25 or more years of service may leave the service and receive the full retirement benefits payable throughout his/her life as provided, regardless of age.



**ARTICLE XVIII (continued)**  
**RETIREMENT**

**SECTION 4.**

The pension for all members who retire after July 1, 1985, will be increased by ten percent (10%) on the anniversary of the fifth (5th) year of retirement, an additional ten percent (10%) the tenth (10th) year of retirement and an additional five percent (5%) the fifteenth (15th) year of retirement. Each percentage increase is based on the amount of the annual pension payable on the date of retirement.

EXAMPLE: Using a base annual pension benefit of \$100 at time of retirement.

|  | <u>Retiree's<br/>Benefit</u> |
|--|------------------------------|
| Benefit at retirement  | \$100.00                     |
| Benefit on the anniversary of the<br>5th year of retirement  | \$110.00                     |
| Benefit on the anniversary of the<br>10th year of retirement | \$120.00                     |
| Benefit on the anniversary of the<br>15th year of retirement | \$125.00                     |

**SECTION 5.**

A surviving spouse or beneficiary shall receive all benefits to which he/she is entitled under ACT 345 as a result of the death of the member/retiree. The benefit payable to the spouse or surviving beneficiary shall increase to reflect the percentage increases set forth in Section 4, above, at the same time that the member/retiree would have received the percentage increase had the member/retiree not died.

When a member of this Bargaining Unit attains ten (10) years of service, the member's surviving spouse or beneficiary shall be entitled to pension benefits and any other benefits to which he/she is entitled under ACT 345 as a result of the death of the member.

**SECTION 6.**

An annuity withdrawal option for employees covered by this contract will be allowed if it is within the employer's authority to do so.

**SECTION 7.**

The "automatic 60% to surviving spouse benefit" is extended to surviving spouses of deceased fire fighter disability retirees.

**SECTION 8.**

The pension multiplier shall be 2.5% for each year of service, up to a maximum of 80%, for all employees hired prior to January 1, 1996.

## ARTICLE XVIII (continued) RETIREMENT

### SECTION 9.

The computation of the Final Average Compensation (FAC) will include only base annual wage, holiday pay, overtime pay and unused vacation leave. The payments received for the following will not be included in the FAC:

- Unused Sick Leave
- Longevity
- Food Allowance
- Clothing Allowance
- EMS license premiums

Effective July 1, 1999, the computation of the Final Average Compensation (FAC) will include only annual wage, holiday pay, longevity, EMT license premiums, overtime pay and unused vacation leave. The payments received for the following will not be included in the FAC:

- Unused Sick Leave
- Food Allowance
- Clothing Allowance

### SECTION 10.

Effective January 1, 1996, new employees will not be eligible for the Act 345 Police and Fire Retirement System. Employees hired after January 1, 1996, will be required to enter a defined contribution retirement system. Operating under Section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee must contribute 6% and the City must contribute 12% of the employee's base wage, excluding overtime and other special payments.

In accordance with the guidelines and requirements of the Internal Revenue Service, the employee will be permitted to make additional contributions into the defined contribution system on a post-tax basis.

The portion of the contributions made by the City will not be available to the employee until the completion of sixty (60) months of service with the City of Trenton.

Current employees may elect to be covered by this plan rather than the Act 345 pension plan. Employees wishing to switch plans must inform the City of their decision to do so by the end of the mutually agreed upon window period for such conversion. Such conversion will take place in accordance with the provisions to be identified and approved by the City and Union.

Effective January 1, 1996, all new employees must be at least 55 years of age and have at least 20 years of service solely with the City of Trenton before being eligible for any post-retirement benefits. Employees hired prior to January 1, 1996, are not subject to this post-retirement benefits provision whether or not they choose to convert to the defined contribution retirement system.

### SECTION 11.

The City shall provide disability benefits to employees in the defined contribution pension system in an amount equal to the benefit the employee would have received if they were in the defined benefit pension system. Such disability benefits are subject to coordination with all other benefits received, including defined contribution and workers compensation benefits, if applicable.

## ARTICLE XIX VACATIONS

### SECTION 1. DEFINITIONS AND REQUIREMENTS

- A. A working day and/or vacation day is understood to be a continuous 24-hour tour of duty.
- B. The anniversary date for the computation of credit is understood to be March 1 of each year and runs concurrently to the following March 1.
- C. Persons with less than one full year of employment obtained by his first anniversary date shall receive a prorated vacation in accordance with the schedule of benefits. Also, upon termination of employment, vacation benefits will be prorated accordingly.

### SECTION 2. SELECTION AND PROCEDURE

- A. An employee's total earned vacation benefit shall be divided, as nearly as possible, into two (2) equal periods, one labeled Summer Vacation Period, and the other labeled Winter Vacation Period.
  - 1. The Summer Period shall run from April 1 to October 1.
  - 2. The Winter Period shall run from October 1 to April 1.
- B. In the case of dividing an odd number of vacation days, this will result in a one day (1) differential between vacation periods. The employee concerned shall be allowed to indicate his preference as to which vacation period he wishes the odd day applied.
- C. Preferred vacation requests must be submitted thirty (30) days in advance of each vacation period, and the final approved preferred vacation schedule shall be posted by the start of the vacation period.
- D. In the event that a person desires a vacation prior to the completion of the final approved schedule, he shall submit his request at least five (5) calendar days prior to the date(s) requested.
- E. Vacation preference shall be on a Departmental seniority basis; provided however that manpower requirements are maintained as indicated by Departmental policy. Seniority preference shall only apply to the final approved schedule.
- F. Employees shall be permitted to choose an entire, or a split, vacation period. (A split vacation period refers to one or more combination of days, equal to the total earned benefit for that period.)
- G. All vacation schedules must be approved by the department head or his designee and changes cannot be made without such approval.

**ARTICLE XIX (continued)**  
**VACATIONS**

SECTION 3. SCHEDULE OF VACATION BENEFITS

| <u>Completed Years<br/>of Service</u> | <u>Vacation Days<br/>Earned</u> |
|---------------------------------------|---------------------------------|
| 1                                     | 6                               |
| 2                                     | 7                               |
| 3                                     | 8                               |
| 4                                     | 8                               |
| 5                                     | 8                               |
| 6                                     | 9                               |
| 7                                     | 9                               |
| 8                                     | 9                               |
| 9                                     | 10                              |
| 10                                    | 10                              |
| 11                                    | 10                              |
| 12                                    | 11                              |
| 13                                    | 11                              |
| 14                                    | 11                              |
| 15                                    | 12                              |
| 16                                    | 12                              |
| 17                                    | 12                              |
| 18                                    | 13                              |
| 19                                    | 13                              |
| 20                                    | 13                              |
| 21                                    | 14                              |
| 22                                    | 14                              |
| 23                                    | 14                              |
| 24 or More                            | 16                              |

SECTION 4. EFFECTIVE PERIOD AND VARIATION

- A. Every opportunity will be considered to permit an employee to obtain his vacation during each period. However, should an employee fail to request his vacation in sufficient time, and/or to meet manpower requirements it is understood that the unused days will be considered waived and not be permitted to be carried over to the next period.
- B. Exceptions to Section 2C above may be permitted in cases of extreme emergency and/or certain unusual conditions.

**ARTICLE XX**  
**SICK LEAVE**

SECTION 1. DEFINITIONS AND REQUIREMENTS

- A. A working day or sick day is understood to be a continuous 24-hour tour of duty.
- B. The anniversary date for the computation of sick leave credit is understood to be March 1 of each year and runs concurrently to the following March 1.

**ARTICLE XX (continued)**  
**SICK LEAVE**

SECTION 2. ACCUMULATION OF SICK LEAVE CREDITS

- A. Each employee shall be granted ten (10) days per year. Beginning with the 14th year of service the annual sick leave credit will be reduced to eight (8) days.
- B. Sick days unused may be carried forward with unlimited accumulation.

SECTION 3. CHARGES AGAINST CREDIT

- A. All employees shall be entitled to charge accumulated sick leave for absence from duty because of illness and/or legal quarantine. Sick leave may also be charged in the case of serious illness in the employee's immediate family (spouse and children). The employee must notify the officer in charge by 7:45 a.m. when (s)he is unable to report to work because of illness. Failure to report absence from the first day of illness before the proper time shall be considered an unexcused absence and will be deducted from salary.
- B. Validation of employee illness or illness in his/her immediate family will be necessary as determined by the following:
  - 1. Seriousness of the illness report
  - 2. Length of illness period
  - 3. Frequency of illness reports

Any or all of the foregoing shall be considered mandatory to require proof of illness and/or sufficient reason to be subjected to physical examination by the City Health Doctor before returning to work and approval of sick pay benefits.

- C. Notwithstanding approved leave as permitted by the Family and Medical Leave Act, the length of time chargeable to sick leave due to serious illness in the employee's immediate family as permitted in Section 3(A) and validated in Section 3(B) shall not exceed five (5) days within a twelve month period without prior approval of the Chief and submission of said approval to the City Administration.

SECTION 4. SURRENDER VALUE

- A. Upon separation of employment or retirement, employees shall receive remuneration for unused and accumulated sick days up to a maximum of 150 days at a rate of 50 percent times their current daily rate or fraction thereof.
- B. In the event of death of any employee, the employee's beneficiary(ies) or estate shall receive remuneration for all unused and accumulated sick days at a rate of 75 percent times the employee's current daily rate or fraction thereof.

**ARTICLE XX (continued)**  
**SICK LEAVE**

SECTION 4. SURRENDER VALUE

- C. Any employee reaching 3,600 hours of sick leave in their sick leave bank may elect to receive payment or place such payment in his/her deferred compensation program for 50% of 1,800 hours subject to the following payment provisions:
1. Such selection shall be made on or before April 1st of the year in which the employees sick bank as of March 1st reaches or exceeds 3,600 hours.
  2. Compensation in the sum equivalent to one-half (1/2) of 360 hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employees selection of this payment.
  3. The employee's total payments shall not exceed the total allowable in Section 4A above throughout the employee's employment with the City of Trenton.
  4. The payment method selected will be made on or before August 15th of each year.
  5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
  6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Section 4A.
  7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Section 4A above upon retirement or separation of employment.

SECTION 5.

Persons with less than one full year of employment obtained by the first anniversary date shall receive a prorated leave in accordance with the schedule of benefits; also upon termination of employment, benefits shall be prorated accordingly.

SECTION 6.

Fractional sick time will be permitted and rounded off to the nearest one hour.

**ARTICLE XXI**  
**PERSONAL LEAVE TIME**

SECTION 1.

The anniversary date for the computation of personal leave credit is understood to be July 1 of each year and runs concurrently to the following July 1.

SECTION 2.

Upon the date of hire, new employees will receive prorated personal leave time in accordance with the schedule of benefits for that partial year; also, upon termination of employment, benefits shall be prorated accordingly. Personal leave time shall be approved in advance by the Department Head and/or his designee.

## **ARTICLE XXI (continued) PERSONAL LEAVE TIME**

### SECTION 3.

All employees in good standing shall be granted forty-eight (48) hours personal leave time per year and shall not be cumulative. Personal leave time shall be approved in advance by the Department Head and/or his designee.

### SECTION 4.

Personal leave time may be utilized on an hourly basis as needed by employees. If the utilization of personal leave time reduces the manpower complement to a level that necessitates the scheduling of or a call-in for overtime, the employee will have the total hours required to fill their absence charged against their personal leave time bank.

## **ARTICLE XXII SPECIAL LEAVES**

### SECTION 1. FUNERALS

Employees of the City shall be given necessary time off in the event of the death of the employee's spouse. They shall also be given necessary time off in the event of the death of parents, grandparents, foster parents, children, foster children, grandchildren, brothers or sisters of either the employee or the employee's spouse. The Union and the Mayor shall agree on the time allotted for each individual case. If no agreement is reached by the Union and the Mayor then the grievance procedure set forth in Article X shall be followed.

Effective January 1, 1999, funeral leave coverage applies to all brothers-in-law and sisters-in-law of the employee.

In addition, personal leave time or compensatory leave time up to eight (8) hours will be granted to employees without regard to shift complement for attendance at funeral services for a person not specified above when a close personal relationship is shown.

### SECTION 2. MILITARY FUNERAL

The City will permit time off with pay for any veteran attending a military funeral providing the employee is an official member of the burial team. The request for this time off must be made to the Mayor who will determine if the request is to be granted.

### SECTION 3.

An extended leave may be granted only in the cases of illness, appointment or election to Union Office or Governmental Service. With the exception of additional leave as allowed under SPECIAL LEAVES, Section 4, no more than thirty (30) calendar days of leave shall be granted.

### SECTION 4.

An additional thirty (30) calendar days of leave may be granted only upon the approval of the City and the Union.



**ARTICLE XXII (continued)**  
**SPECIAL LEAVES**

SECTION 5. JURY DUTY

- A. Employees who are called to serve jury duty during their regularly scheduled working hours as jurors or witnesses shall be paid their full rate of pay for that period of time while on jury duty during their regularly scheduled working hours. Employees shall report back for work after dismissal from the court if scheduled for duty.
- B. To be eligible for the above payment, the employee must endorse over to the City the pay check(s) or money which (s)he receives from the court. In the event the money received by the employee is more than the amount as calculated in Section 5A the excess is to be returned to the employee. Any mileage and other expense money received by the employee on jury duty must be returned to the employee.
- C. Said employee shall not be required to forfeit sick time, due time, vacation or personal leave time to compensate the City for the employee's period of jury duty.
- D. Said employee shall, upon notification of his/her call to serve jury duty as a juror or witness, notify his/her immediate superior at least twenty-four (24) hours prior to reporting for duty.

SECTION 6.

Any employee with three (3) months or more employment with the City, who enlists in or is called into the Armed Forces of the United States of America, shall be given two (2) weeks pay at his/her regular rate of compensation on his/her last day of employment.

SECTION 7.

Any employee who is called into active reserve training in the Armed Forces of the United States of America shall be paid the difference between what he/she earns from the Armed Forces and what he/she would have received had he/she worked, not to exceed two weeks training in any one year.

**ARTICLE XXIII**  
**SENIORITY & PROMOTIONS**

SECTION 1.

New employees shall be considered on probationary status for a period of twelve (12) months. During such probationary period, those employees shall be entitled to all rights and benefits under the Agreement except in the event that a probationary employee is terminated, he shall not have recourse under this Agreement or otherwise.

- A. Seniority standing shall be granted to all employees who have successfully completed probationary service. Seniority shall be accumulative from the first day of employment by the City. Effective for employees hired after July 1, 1996, seniority shall continue to accrue from the time an employee is hired until the employee retires or otherwise terminates his employment with the City.
- B. In the event that two (2) or more employees are hired at the same time, seniority shall be allocated by a performance rating system at time of hire.

**ARTICLE XXIII (continued)**  
**SENIORITY & PROMOTIONS**

SECTION 2.

An employee shall lose his or her seniority standing upon voluntary resignation or disciplinary separation from employment with the City.

SECTION 3.

At least ninety (90) calendar days' notice will be given in case of personnel layoff. The employee with the least departmental seniority shall be laid off first. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work if physically capable of fulfilling his/her duties. Call back shall be made by the City by registered mail only (return receipt requested). Employees shall have five (5) days in which to decide if they want to return to work with the City or Fire Department after being called back.

The City agrees to give a ninety (90) day notice in advance of a reduction in manpower if possible.

SECTION 4.

A seniority list shall be presented to the Union within thirty (30) days of the signing of this Agreement and updated as necessary throughout its term.

SECTION 5.

In the event of a vacancy or a new job the senior qualified employee will be given the first opportunity to be promoted. Effective July 1, 2000, employees promoted to the ranks of Sergeant, Lieutenant and Captain will be subject to the following minimum certification requirements:

| <u>Rank</u> | <u>Minimum Qualifications</u> |
|-------------|-------------------------------|
| Sergeant    | Fire Officer I                |
| Lieutenant  | Fire Officer I, II            |
| Captain     | Fire Officer I, II, III       |

(The City will continue to provide opportunities for members holding the rank of Engineer and above to attend Fire Officer classes).

The employee who is promoted to a vacant position shall have a thirty (30) working day qualification trial period in which to obtain the applicable certifications. If an employee is currently enrolled in the certification program, the Fire Chief may extend the trial period pending final certification. Upon successful completion of the thirty (30) working day qualification trial period, (s)he shall acquire equity in the new position. An employee who has successfully completed a trial period for a new position and then decides to change, must return to a former rank classification without a loss of departmental seniority.

SECTION 6.

Whether or not an employee is qualified for a job will be decided by the department head and the union committee.

SECTION 7.

In the event a vacancy in the Department above fire fighter except Chief is created by retirement, death, resignation, etc., it shall be filled by promotion from within the department. The resulting vacancy in the rank of fire fighter must be filled on a competitive basis as provided for in Trenton City Code, Chapter 24, Article II, Section 24-16 through 24-20.

**ARTICLE XXIII (continued)**  
**SENIORITY & PROMOTIONS**

**SECTION 8.**

The length of an employee's service with the Armed Forces in the United States during a national emergency or enforced military training, shall be included in the computation of his length of service with the City to determine his status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose his seniority status, but upon termination of such service, he shall be re-employed by the City to the position he held when he left, or to any higher position he could have attained had he been working; provided he has been honorably discharged from the service and reports to work within ninety (90) days after discharge.

**SECTION 9. NON-UNION PROMOTIONS**

The person who receives a non-union promotion will lose no seniority rights or promotional rights within a five (5) year period after the acceptance to this position. Within a five (5) year period, he may elect to return to his former rank and/or his elevated position if his seniority so warrants. If the employee is rejected by the Department Head within the five (5) year period, he shall return to the ranks in his former position or the position which may have been open to him during the five (5) year absence.

After the five (5) year period, seniority credit for employees promoted to any position outside the bargaining unit shall be frozen and cease to accumulate. If a non-union employee is relieved of his position through demotion and/or other circumstances, only those employees who have not fulfilled age and/or service requirements for a full retirement may return to the ranks.

The employee shall return to the rank allowed by his frozen seniority status and at the next opening or promotion within the department, he may exercise his bidding rights using only his bargaining unit seniority. Length of service in a non-union position shall not be considered.

All other benefits such as vacations, longevity, etc., shall be based on the employee's length of service with the City of Trenton.

The City shall have the right to place a qualified employee promoted to a non-bargaining unit position at any established pay grade step identified for that position. The following guideline for minimum placement is recognized based upon the employee's years of service with the City of Trenton:

| <u>Years of Service</u> | <u>Minimum Starting Level</u> |
|-------------------------|-------------------------------|
| 6 to 10 years           | Step 2                        |
| 11 to 19 years          | Step 3                        |
| 20 or more years        | Step 4                        |

**ARTICLE XXIV**  
**OCCUPATIONAL DISABILITY**

**SECTION 1. METHOD OF PAYMENT**

An employee unable to work because of an injury or disease sustained on the job in the direct line of duty shall receive full pay for twenty-four (24) months with his/her compensation checks being turned over to the City. It is understood that this benefit will be made for the original and not recurring injuries. A different on-the-job injury would be covered by an additional full twenty-four (24) month payment.

## ARTICLE XXIV (continued) OCCUPATIONAL DISABILITY

### SECTION 2. "MAKE-UP PAY"

An employee who, because of compensable injury or occupational disease sustained while on the job working for the City, is unable to perform the major portion of the job, may elect to be employed in other work which he/she can do in his/her own or another department of the City. The rate of pay shall be that of the job he/she can do and is assigned to. Any "make-up" (difference in rate of pay prior to injury and rate of job to which he/she can do on return to work) shall be as prescribed by Compensation Laws.

### SECTION 3. FRINGE BENEFITS

During the twenty-four (24) month period (referred to in Section 1 above) beginning from the date of injury, the employee will accumulate all present fringes, i.e., vacation days, sick days, holidays, longevity, etc.

After a twenty-four (24) month period:

- A. The employee will be considered on extended medical leave and will not accumulate sick or vacation days. The employee will not be paid for holidays and personal days. If disability is of a long duration (twenty-four (24) months or more), longevity will be paid pro-rata for the year ending the twenty-four (24) month period and the year in which he or she returns to work, but no payments will be made in between.
- B. It is understood that there will be no loss of seniority during the disability. Upon return to work the employee will receive in the next year the vacation and longevity pay according to his/her length of employment with the City.
- C. Personal days, holidays and vacation days that he/she had earned prior to and through the first twenty-four (24) months of injury will be paid to the employee prior to the end of the twenty-four (24) month period following the injury.
- D. After the twenty-four month period in the case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workers Compensation Law, the employee may elect a salary payment which, with the employee's work disability payment, equals his/her regular net salary (gross pay less Social Security, federal and state tax, and retirement deductions). The total hours necessary to equal this payment will be charged against his/her sick time accumulation for each pay period an employee received this additional payment.
- E. When an employee receives Social Security Benefits and/or Disability Pension Benefits, all benefits under this section shall terminate immediately as of the date said Social Security Benefits and/or Disability Pension Benefits are made payable.
- F. The City will continue payments on Life and Health Insurance, Optical and Dental, in the manner specified in this Agreement for the duration of his/her disability or until such time as the employee is entitled to (1) complete disability pension or retirement; or (2) Medicare or Medicaid.

**ARTICLE XXIV (continued)**  
**OCCUPATIONAL DISABILITY**

**SECTION 4. REPORTING**

Employees, at their own expense, shall report by phone or in person at least once per week to the Fire Chief regarding their physical condition and any major developments which may occur. This will assure the Fire Chief the opportunity to properly schedule work in the respective operations.

If employees fail to report in accordance with this section, for those weeks' periods wherein employees fail to report employees shall receive only the Workers' Compensation benefit with no additional funding from the City.

**ARTICLE XXV**  
**NON-OCCUPATIONAL INJURY OR ILLNESS**

- A. An employee unable to work because of non-occupational injury or illness will use sick days, accrued personal days, earned vacation days, and compensatory time and will then be classified as on extended medical leave and shall accrue no vacation, sick days, personal days, longevity, etc.
- B. The City will continue payments on Life, Health, Dental and Optical Insurance in the manner specified in this agreement for such an employee for a twelve (12) month period starting from the day on which all accrued leave time is used up.

**ARTICLE XXVI**  
**HEALTH AND PHYSICAL FITNESS**

The City shall, at its expense, and in conjunction with Trenton City Code Chapter 24, Article II, Section 24-21 "Continuing Employment Standards" covering fire fighters hired after September 15, 1975, provide each fire fighter with an annual physical examination. The aforesaid employees will be required to take and pass such annual physical/medical examination as prescribed by the City Administrative Offices to ensure that the employee is free of any physical or mental condition which would affect required duty performance. Such physical examination will be administered as follows:

- 1. The annual physical examination will be scheduled in conjunction with and as close to the date of agility testing as possible to ensure that those undergoing the agility testing will be in proper physical condition therefore. Annual physical exams will be administered in accordance with current NFPA requirements.

If the employee fails any of the required physical examination tests, the employee may consent to other tests which are considered necessary by the physician/facility to clear the employee for fire fighting duty.

- 2. The physical examination will be authorized through the Personnel Department and scheduled during duty hours between the Personnel Department and the employee's department head or designated representative. When the employee is due for this physical examination, the employee will be notified at least one week prior to scheduling the examination.



**ARTICLE XXVI (continued)**  
**HEALTH AND PHYSICAL FITNESS**

3. The City will endeavor at all times to maintain the utmost confidentiality. In conjunction with the "Right to Know Act" (ACT 397, Public Acts of 1978) the physical examination will not be included in the personnel file and will thus have limited exposure. The member will have the option of receiving a copy of this physical examination from the City's medical facility upon authorization by the Personnel Department for release of records or may request that the examination results be forwarded to the employee's physician. Unless the member is considered by the medical facility to be unacceptable for continued fire fighting duties, no contact will be made by the employer with the employee.
  
4. The employee shall be subject to an annual physical fitness test in relation to necessary job performance and skills as described in Section 7 of this Article. Professionally acceptable standard evolutions shall be utilized for this evaluation. The evolutions shall be correspondingly graduated to the age of the employee performing the test. Prior to administering the agility test the employee will have been given an annual physical examination as a prerequisite to ensure that the employee is physically fit for agility testing. The Department Head shall, with the aid of any other department personnel, administer the agility test and after recording the score shall forward the results to the Personnel Office for the employee's permanent record. A union representative may be present if requested by the union personnel being tested. As the performance of the agility test is to test the employee's physical fitness and endurance, and the medical examination is to assure that the employee is in good physical health, the employee who does not pass the agility test or who is not medically approved by the designated medical facility for continued fire fighting shall be retested within a 30-day period to determine if any improvement has been made. If the employee again fails to meet the agility requirements the employee shall be placed on a medically approved exercise program to increase the employee's physical fitness. Failure to meet the physical fitness requirement or to qualify for fire fighting duty in the medical examination within a 120 calendar-day period of the second testing date shall cause the City to follow the procedures as outlined in Sec. 24-21(c) of the City of Trenton Codification, viz: if found failing after re-examination, the employee shall then be subject to compliance as prescribed under the direction of the physician/facility which may or may not preclude active employment until such is corrected. The employee may be placed on sick or medical leave until such deficiency is corrected. If determined uncorrectable by the physician/facility or after all sick benefits have been exhausted, the employee may request disability pension or may be placed on extended medical leave with benefits subject to the conditions in paragraph 6, and consistent with Article XXVI, Non-Occupational Injury or Illness.
  
5. If such employee can produce medical evidence to the contrary from a licensed physician and at the employee's own expense, he/she will be re-examined by the City's facility/physician at the City's expense. If upon said re-examination the City's physician/facility determines that the deficiency has been corrected, the employee will return to work. If at this time the City's facility/physician does not approve the employee for active fire fighting, the employee's report, together with the City's reports shall be subject to an impartial examination and decision by a third licensed physician selected by the two previous examiners. The expense to obtain the opinion of the third physician shall be borne by the City. The decision of the third physician shall constitute a majority opinion and shall determine the final decision.





**ARTICLE XXVI (continued)**  
**HEALTH AND PHYSICAL FITNESS**

COMPLETION OF THE TEST IN THE FOLLOWING GRADUATED TIME ALLOWANCES SHALL BE CONSIDERED AS SATISFACTORY AND PASSING:

|                    |                       |
|--------------------|-----------------------|
| AGE 21-26. . . . . | APPROX. 5-6 MINUTES   |
| AGE 27-30. . . . . | APPROX. 6-7 MINUTES   |
| AGE 31-35. . . . . | APPROX. 7-8 MINUTES   |
| AGE 36-40. . . . . | APPROX. 8-10 MINUTES  |
| AGE 41-45. . . . . | APPROX. 10-12 MINUTES |
| AGE 46 + . . . . . | APPROX. NO TIME LIMIT |

**ARTICLE XXVII**  
**HEALTH AND SAFETY**

SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth, by OSHA and MIOSHA, and those set forth by the Joint Safety Committee. A representative of the Union may be designated by the Union as a representative on the Joint Safety Committee. Committee members serve at no extra compensation by the City.

SECTION 2.

When a complaint arises regarding imminent health or safety conditions the first step of the grievance procedure in this contract shall be waived. The safety representative for the Union, the Fire Chief, and the City's representative on grievance matters will meet within a reasonable length of time (not to exceed seven (7) days after receiving the complaint) to discuss the settlement of the health or safety complaint.

Should the complaint not be settled, and it is agreed that additional meetings would be fruitless, Step III of the Grievance Procedure shall be implemented. The intent of waiving portions of the grievance procedure is to expedite and resolve all complaints regarding health or safety.

**ARTICLE XXVIII**  
**GENERAL**

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of Federal or State Law or City Charter now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

## ARTICLE XXIX INTERN FIRE INSPECTOR PROGRAM

### SECTION 1. DEFINITION

The Intern Fire Inspector Program was developed in 1991. The purpose of the program is to introduce fire fighters to the principles and techniques of fire inspection through self-study and in-service training. As the intern inspector becomes sufficiently skilled, the personnel will be assigned areas or buildings to inspect and complete inspection reports. The inspection will be conducted for several purposes:

- A. To detect and eliminate fire hazards.
- B. To collect valuable information for the development of pre-fire plans.
- C. To familiarize the fire company with the facility and area.
- D. To inform and educate people.
- E. To improve public relations.

### SECTION 2. EXAMPLES OF WORK WITHIN THE PROGRAM

- A. Accompanying Fire Marshal or Fire Inspector for in service training in the inspections of places of public assembly, mercantile buildings, public buildings, offices, etc.
- B. At the time of the inspection, the Intern Inspector would make sketches of the facility noting hydrant locations, water mains, construction type, utility shutoffs, hazards, etc.
- C. Assist the Fire Marshal on all site plan reviews as well as building plan reviews that may come to the Fire Marshal Bureau for review.
- D. Assist with public fire prevention programs.
- E. Attend outside classes in the fire inspection, building construction and other related programs.

### SECTION 3. RULES AND REGULATIONS

- A. Participants in the Intern Fire Inspector Program will be selected by seniority from a list posted at least fifteen (15) calendar days.
- B. There will be a minimum of four (4) and a maximum of eight (8) persons selected for the program.
- C. Participants will be scheduled during their off days.
- D. The Chief or Fire Marshal shall attempt to schedule each Intern Inspector with an equal amount of hours per year. The work shall consist of a minimum of 4 hours per day, no minimum amount of days shall be guaranteed.
- E. Individual daily duties of the Intern Inspector will be determined by the Chief or Fire Marshal.
- F. In order to provide a department wide information source, Intern Inspector personnel may be required to change shifts.
- G. A review of each participant shall be conducted by the Chief or Fire Marshal on a periodic basis to ensure quality of work. If not up to reasonable standards, the Intern Inspector may be asked to leave the program.

**ARTICLE XXIX (continued)**  
**INTERN FIRE INSPECTOR PROGRAM**

SECTION 4. COMPENSATION

A. The rate of pay will be as follows:

|           |                  |
|-----------|------------------|
| Start     | \$ 9.00 per hour |
| 100 hours | \$10.00 per hour |
| 300 hours | \$11.00 per hour |

Effective July 1, 1999, the following rate of pay will also apply:

300 hours + completion of a basic fire inspection program \$12.00 per hour

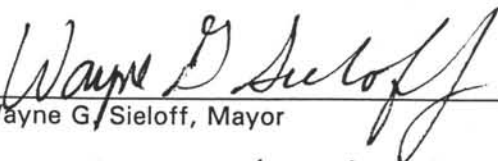
- B. Participants will be compensated at the rate permitted in Section 7 (g)(1) and (2) of the Fair Labor Standard Act of 1938 as amended and interpreted by CFR 778.115 and 778.419 entitled "Hourly Workers Employed at Two or More Jobs."
- C. Outside training programs will be compensated as per contract.
- D. The Intern Inspector Program will be suspended indefinitely if the position of the full-time Fire Marshal is vacant for more than sixty (60) consecutive days or if there is a reduction in the total number of members of the department for more than ninety (90) consecutive days.

**ARTICLE XXX**  
**DURATION**

This Agreement shall continue in full force and effect up to and including June 30, 2002. It is hereby agreed, by and between the City of Trenton and the Trenton Fire Fighters Union, Local 2701, IAFF, that in the event that negotiations extend beyond the expiration date of the current agreement, they will continue the agreement in full force and effect beyond the expiration date pending agreement upon a new contract, subject to the right of either party to terminate the extension of the agreement after serving the other party with sixty (60) days written notice of its intent to do so.

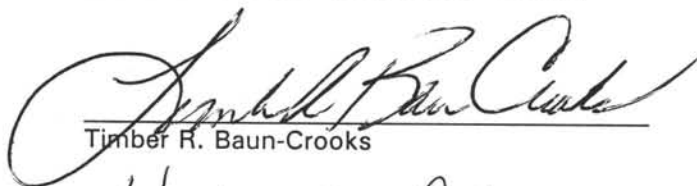
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 17th day of May, 1999.


CITY OF TRENTON

  
Wayne G. Sieloff, Mayor

  
Kyle E. Stack, City Clerk


In Presence of the Trenton City Council:

  
Timber R. Baun-Crooks

  
William D. LeFevre

  
M. Janet Mans

  
D. Brad O'Connor

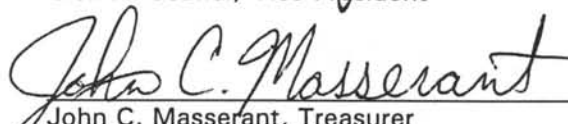
  
Timothy R. Taylor

  
Terrence P. Teifer

TRENTON FIRE FIGHTERS UNION,  
LOCAL 2701, I.A.F.F.

  
Terrence H. Chesney, President

  
Glen A. Scafidi, Vice-President

  
John C. Masserant, Treasurer

  
Bakos F. Gross, Secretary

Approved by the Trenton City Council:

May 17, 1999.