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6/30/2001

COPY

LABOR CONTRACT

for

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07/01/1998 through 06/30/2001

Between

THE CITY OF HOLLAND

and

**FIREFIGHTERS LOCAL #759
INTERNATIONAL ASS'N
OF FIREFIGHTERS**

Holland, City of

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between THE CITY OF HOLLAND, MICHIGAN, hereinafter referred to as EMPLOYER, AND LOCAL 759 International Association of Fire Fighters, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE I

RECOGNITION CLAUSE

The Employer recognizes the Union as the exclusive bargaining agent for all full-time employees of the Fire Department, except the Chief, Clerical Personnel, and Part-paid Firefighters. Such recognition is granted in accordance with the provisions of PA 336 of the Public Acts of 1947, as amended, and the rights and responsibilities of the parties shall be subject to the terms, conditions and responsibilities established under these Acts.

ARTICLE II

UNION SECURITY

Insofar as the laws of the State of Michigan permit, it is agreed that members covered by this Agreement at the time it becomes effective and who are members of the Union at that time and all employees who voluntarily become members thereafter, shall be required as a condition of continued employment to maintain their membership in the Union to the extent of paying periodic ~~dues~~ dues uniformly required as a condition of maintaining membership.

ARTICLE III

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct, once each month, dues in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing on the attached form, that such deductions be made. A total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

CHECKOFF AUTHORIZATION FORM

LOCAL 759 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Holland, Michigan

I hereby request and authorize the City of Holland to deduct from wages hereinafter earned by me while in the City's employ, my Union dues of \$ _____ per month, deductible from that payroll ending nearest the middle of the month. The amount deducted shall be paid to the Treasurer of the Local 759 International Association of Fire Fighters, Holland unit, and the check made payable to said unit.

This authorization shall remain in effect until, by written notice to the City, I request its revocation.

Print Last Name First Name Middle Initial

Date deduction is to start:

Month Year

Signature

Social Security Number

Address

City

State

ARTICLE IV

MANAGEMENT RIGHTS

Sec.1. Management Rights. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Therefore, to this end the Employer retains exclusively all the customary and normal functions of management of the affairs of the Fire Department and the City of Holland not otherwise restricted by the language of this Agreement necessary to preserve and continue its essential charter authority of policy maker and manager of the processes of government, including, but not limited to the exercise of control over the organization and operation of the Holland Fire Department, the establishment of programs and goals, the establishment of standards of performance and service, the determination of cost parameters, and the management of personnel, including but not limited to, the right to hire and determine qualifications for hiring, to assign duties and responsibilities, to transfer and reassign personnel, to determine reasonable work schedules as to working hours and working days, to schedule overtime work and vary shifts as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public safety, to approve the taking of vacation leave, sick leave, or holiday leave, to promote, demote, or approve meritorious salary increases, to establish and enforce reasonable rules of conduct and safety, to reprimand, suspend, discharge, or take other disciplinary action for just cause, to use federal, state, and county programs of personnel funding and to adhere to their guidelines as required, to lay off employees for economic or other legitimate reasons, to contract or subcontract any work of the unit as

b. Personnel with two years of service, but less than seven (7) years of continuous service on their anniversary date of full-time service, shall accumulate two (2) calendar weeks of vacation (84 duty hours).

c. Personnel with seven (7) years of service, but less than seventeen years of continuous service on their anniversary date of full-time service, shall accumulate three (3) calendar weeks of vacation (126 duty hours).

d. Personnel with seventeen (17) years of service, but less than twenty-four (24) years of continuous service on their anniversary date of full-time service, shall accumulate four (4) calendar weeks of vacation (168 duty hours).

e. Personnel with twenty-four (24) years of continuous service or more on their anniversary date of full-time service, shall accumulate five (5) calendar weeks of vacation (210 duty hours.)

It is understood that in any of the foregoing vacation situations in which the employee is not entitled to vacation credit for one (1) or more calendar months as hereinafter provided, vacation shall be determined by pro-rating the maximum annual vacation allowance.

Sec. 3. Vacation Leave Computation. In computing vacation leave credit for full-time employees, the following shall be counted as time worked:

- a. Three (3) years of volunteer service shall be equal to one (1) year of regular full-time service in the computation of vacation time allowed; however, volunteers must complete one (1) year of full-time service, prior to eligibility for vacation.

- b. Time spent on vacation leave.

- c. Time spent on paid sick leave.

- d. Absences for authorized holidays.

- e. Absences for jury duty.

- f. Absences for funeral leave.

- g. Upon transfer from one department or unit of government of the General City to another without a break in service, time worked toward vacation shall be fully credited to the employee in the new department or unit of government of the General City.

Sec. 4. Vacation Leave Credit will not accrue to an employee during such non-work periods as:

- a. Time away from work as a result of participation or direct interest in a labor dispute, including any strike, unauthorized work stoppage, or other concerted action against the Employer.

- b. Time away from work as a result of a disciplinary layoff.
- c. Time away from work as a result of a job lay-off due to organizational project, seasonal, or financial reasons.
- d. Time away from work as a result of an authorized extended leave of absence, such as a school leave.
- e. Upon return to work from an authorized leave of absence with or without pay, an employee in good standing shall be granted all unused vacation leave credit accumulated by earlier service.

Sec. 5 Use of Vacation Leave. It is the intent of these rules to provide a vacation period for all regular employees each anniversary year for reasons stated in the preface of this procedure.

- a. Vacation leave credit accumulated during one (1) twelve (12) month period of continuous employment are available for use during the following twelve (12) month period. This twelve (12) month period of vacation accumulation coincides with the employee's anniversary year. The amount of leave allowed will be in accordance with the vacation policy in effect on that date.
- b. Payment will not be made for vacation time not taken, except during the employee's terminal year of employment when he is separated from City employment by reason of resignation, retirement,

death or termination of employment as a result of management's prerogative. Adjustments in vacation leave payment will be made on a pro-rated basis at this time and in accordance with the number of months worked and the vacation accumulation schedule as previously outlined. Except, a new probationary employee will not receive any vacation pay, if the employee's services are terminated during the probationary period.

c. There will be no combining of vacation leave and any compensatory time; nor will there be any chaining or linking of vacation leave from one twelve (12) month period to the next without the specific written approval of the Fire Chief.

d. Absence without pay during a twelve (12) month period will act to:

1. Extend the twelve (12) month period of continuous service required for vacation eligibility by the length of time absent during that twelve (12) month period;
2. Decrease the amount of vacation leave available to the employee in the following twelve (12) month period by an amount proportionate to his absence.

e. Holidays occurring during a vacation period are chargeable to holiday pay and the day of the holiday is not charged against the employee's vacation.

f. Illness during a vacation period may not be charged to sick leave unless a written request stating the circumstances and supported by a doctor's certificate is approved by the Fire Chief.

g. To accurately control charges against an employee's accumulated vacation leave, vacation leave taken shall be reported on an appropriate leave form, signed by the Fire Chief, and forwarded to the payroll office.

h. An employee going on vacation, who so requests in writing, may be paid in advance. Pay advances shall not exceed the amount normally paid for one pay period, less normal deductions.

ARTICLE XIV

SICK LEAVE

Sec. 1. Sick Leave Procedure. Sick leave is time off with pay granted to or denied an employee contingent upon the meeting of certain conditions as set forth in the following paragraphs. This program of sick leave has as its purposes (1) approved absence from work occasioned by illness, injury, and/or related reasons; (2) remuneration during these periods to ease financial hardship; and (3) retention of employment rights.

Sec. 2. Sick Leave Accumulation.

a. Full-time employees, who are on duty 56 hours a week, beginning with the date of full-time employment and continuing for the balance of their continuous service with the City, shall accumulate sick leave credit at the rate of 5.6 hours for each two (2) full weeks (112 hours) of service. Annual accumulation of sick leave credits can total 145.6 hours. Total allowable maximum

accumulation of 1008 hours.

b. Full-time employees, who are on duty 40 hours a week beginning with the date of full-time employment and continuing for the balance of their continuous service with the City, shall accumulate sick leave credit at the rate of four (4) hours for each two (2) full weeks (80) hours of service. Annual accumulation of sick leave credits can total 104 hours. Total allowable maximum accumulation is 720 hours.

c. Full-time employees, who are on duty an average of 42 hours a week (12 hour shift) beginning with the date of full-time employment and continuing for the balance of their continuous service with the City, shall accumulate sick leave credit at the rate of 4.2 hours for each two (2) full weeks (84 hours) of service. Annual accumulation of sick leave credits can total 109.2 hours. Total allowable maximum accumulation is 756 hours.

d. Classified employees who work 12 hour shifts and on a continuing basis work less than 42 hours a week, shall accumulate sick leave credits on the basis of actual hours of work with 4.2 hours of sick leave accruing for every 84 hours worked.

e. Classified employees, who are on the 56 hour plan and normally and on a continuing basis work less than 56 hours a week, shall accumulate sick leave credit on the basis of actual hours of work with 5.6 hours of sick leave accruing for every 112 hours worked.

f. Classified employees, who are on the 40 hour plan and normally and on a continuing basis work less than 40 hours a week, shall accumulate sick leave credits on the basis of actual hours of work with 4 hours of sick leave accruing for every 80 hours worked.

g. In computing sick leave credit for full-time employees, the following shall be counted as time worked:

1. Time spent on vacation leave.
2. Absences for authorized holidays.
3. Absences for jury duty.
4. Time spent on paid sick leave. However, this sick leave credit will not be available for use during the current illness but will be counted toward the new accumulation of sick leave beginning one (1) week after return to full-time service.
5. Upon transfer from one department or unit of government of the General City to another without a break in service, time worked and sick leave credit accumulated shall be fully credited to the employee in the new department or unit of government of the General City.
6. Absences for Bereavement Leave.

Sec. 3. Use of Sick Leave.

a. An employee may use sick leave credits with full pay for absences necessitated by injury or illness of self, required dental or medical care, exposure to contagious disease, if directed by a physician or health office.

b. An employee, who is injured while performing assigned duties and is entitled to benefits under the provisions of the Michigan Workers' Compensation Act, may elect to use accrued sick leave, compensatory time, and vacation leave, in that order, in the amount necessary to offset the difference in pay between the Workers' Compensation payment and the employee's regular pay.

c. No employee on occupational injury leave shall receive a combination of Workers' Compensation and leave pay in excess of the employee's regular pay.

d. An employee, who is injured while performing supplemental work (other than Holland City) and is entitled to benefits under provisions of Workers' Compensation Act, may elect to use accrued vacation time, compensatory time, and accrued sick leave, in that order; in the amount necessary to offset the difference in pay between the compensation payment and the employees regular pay.

e. Approval of an employee's request for sick leave with pay may be withheld by the Fire Chief where it is determined that the employee's illness or injury is a result of the employee's improper conduct.

f. All time taken on an authorized sick leave will first be deducted from available sick leave credits.

g. With the approval of the Chief, sick leave may be taken and charged out in the amount of time actually used rounded off to the next full hour.

h. An employee, who has exhausted all of his sick leave credit, may then elect to use any compensatory time or vacation leave to which the employee is entitled for sick leave purposes. Following this, upon approval by the Fire Chief, an employee may be placed in a sick leave without pay status for a period not to exceed one (1) week for each year of previous service. Upon return from sick leave without pay status, physical condition and organizational requirements permitting, the employee will be given consideration for employment to a position as close as possible in seniority, status and pay as the one which was left. In the event the accumulated benefits under the sick leave plan are not sufficient to carry the employee until the employee becomes eligible for S & A benefits, the employee will be continued on unpaid leave of absence until the employee becomes eligible for S & A benefits. At the end of the period during which the employee is covered by S & A benefits, if the employee is still unable to return from leave, the City will review the situation to determine if the employee should be continued or terminated.

i. No sick leave with pay shall be granted to an employee in anticipation of future service.

j. Sick leave payments are based on the straight time earnings of an employee at the time sick leave is taken. However, if as a result of a general wage increase or job reclassification, the rate of the employee's job is increased during the sick leave absence, the higher rate will be used in computing the balance of the sick leave payments. No job reclassification of the employee's position during the sick leave absence will act to reduce the employee's sick leave payments during that period of absence.

k. Authorized holidays falling within a period of sick leave, for which the employee is normally not required to work, and for which the employee normally receives holiday pay, will not be counted as work days in computing the sick days. Holiday time shall be charged to holiday leave.

l. Sick leave may be allowed in case of illness or injury occurring during vacations, evidence of which must be approved by the Fire Chief, and shall be based on the actual hospitalization or doctor's certificate.

m. The accrued sick leave of an employee whose service with the Employer is terminated by reasons of quit, discharge, resignation, shall be cancelled by such action. However, this action is not meant to conflict with or negate the provisions of 1/2 pay for unused sick leave as stated elsewhere in this article.

Sec. 4. Proof of Illness

a. In order to be eligible for sick leave with pay and to receive compensation while absent on sick leave the employee shall:

1. Notify the employee's supervisor or Fire Chief as to the reason for absence at least one (1) hour prior to the beginning of the working day of shift of the first day's absence from duty.
2. Keep the employee's supervisor or Fire Chief informed of the employee's condition.
3. Upon return to work, submit a medical certificate or furnish other reasonable proof for absences, unless the supervisor or Fire Chief has personal knowledge of the illness or injury.
4. Where a question exists as to the returning employee's fitness to perform assigned work, the

employee shall submit from the employee's own physician an unrestricted release for return to work; and the Chief may require an independent medical examination arranged and paid for by the Employer.

b. In all cases of absence for personal injury incurred during paid supplemental employment by an employer other than the City, the returning employee must submit a doctor's certificate arranged and paid for the employee.

c. No sick leave payments shall be made for convalescence outside the environs of the City of Holland without prior approval of the Fire Chief.

d. To accurately control charges against an employee's accumulated sick leave credit, sick leave taken shall be reported on an appropriate leave form signed by the Department Head, and forwarded to the Payroll Office of the appropriate of government. Supervisors must inquire into illnesses of long duration in order to keep the Payroll Office properly informed.

Sec. 5. Abuse of Sick Leave.

a. An employee who knowingly gives false information as a basis for obtaining sick leave and sick leave pay will be subject to disciplinary action.

b. Whenever there is reason to believe that an employee is abusing or misusing the sick leave privilege, an investigation shall be made, even to the point of requiring that the employee submit to

a medical examination, and a report made to the Department Head for the employee's action, or having a supervisor or command officer make an on-site "house call" to verify the need for sick leave.

c. Any monies paid for sick leave in violation of its uses shall be reimbursed or deducted from future earnings, and appropriate action up to and including discharge shall be taken.

Sec. 6 Bereavement Leave.

a. In the event of death in the employee's immediate family, bereavement leave will be allowed to attend the funeral. The amount of leave time required by the employee, as determined by the circumstance, will be negotiated mutually by the employee and the Fire Chief, but generally not to exceed two (2) duty days, the first two (2) duty days of which will not be chargeable against accumulated sick leave but to either a special bereavement account or to the general payroll account. Any additional time taken beyond the first two (2) duty days will be charged against accumulated sick leave. Travel to the extent that an employee is not able to report for work at the employee's next regularly scheduled shift following the day of the funeral or burial or other extenuating circumstances will be considered in allowing extra bereavement leave, subject to the approval of the City Manager.

b. "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, brother or sister of the current spouse, step-parent, step-child, step-brother, step-sister, grandparents, grandchildren, or other relations who reside in the same

household.

c. If a death occurs among the relatives of an employee outside of the immediate family, the employee may be granted time to attend the funeral, not to exceed one (1) days bereavement leave with pay.

d. Employees who wish to attend the funeral of a fellow employee, former employee, or serve as a pallbearer in such funeral may be allowed time off from the job not chargeable to sick leave, but to bereavement leave, but not to exceed the time actually required to attend the service.

Sec. 7. Unused Sick Leave. The Employer agrees to pay for any unused sick leave accumulated over the maximum allowed hours. Payment will be figured at one-half normal rate, payable in January, for hours earned in the previous calendar year.

Sec. 8. Pay for Unused Sick Leave.

a. For those employees on the 56 hour plan, the City of Holland will pay to each eligible employee of the Fire Department one-half (1/2) of the employee's calendar year's accumulation of unused sick leave in excess of 1008 hours at the employee's straight time hourly rate, up to a maximum not to exceed 72.8 hours.

b. For those employees on the 40 hour plan, the City of Holland will pay to each eligible employee of the Fire Department one-half (1/2) of the employee's calendar year's accumulation of unused sick

leave in excess of 720 hours at the employee's straight time hourly rate, up to a maximum not to exceed 52 hours.

c. For those employees on 12 hour shifts, or an average of 42 hours per week, the City of Holland will pay to each eligible employee of the Fire Department one-half (1/2) of the employee's calendar year's accumulation of unused sick leave in excess of 756 hours at the employee's straight time hourly rate, up to a maximum not to exceed 54.6 hours.

d. The above payments will be by separate check and will be distributed to the employee in the month of January for the preceding calendar year.

ARTICLE XV

LONGEVITY PAY

Sec. 1. Longevity Pay shall mean a payment based on length of continuous service paid annually to employees of the bargaining unit. In the computation of longevity pay, credit will be given for volunteer service at the rate of (3) years of volunteer service equaling one (1) year of regular service.

The years of service are to be based on the total years of adjusted volunteer service, plus the regular full-time years accumulated from the last date of hire as a City employee through December 31 of any year, with payment to be made on the off week following the second pay day in November, if possible, in accordance with the following schedule:

Effective July 1, 1990

<u>Continuous Service</u>	<u>Longevity Payment</u>
5 years through 9 years	2% of first \$15,000 annual wage
10 years through 14 years	4% of first \$15,000 annual wage
15 years through 19 years	6% of first \$15,000 annual wage
20 years or more	8% of first \$15,000 annual wage

Sec.2. Absence or Termination. Any eligible employee of the bargaining unit who is absent from service due to a leave of absence or an unpaid leave, or who for any reason terminates or is separated from employment with the City shall receive longevity pay on a pro-rated time basis for calendar months served.

ARTICLE XVI

GROUP INSURANCE

Benefits will be provided in accordance with terms and conditions of applicable insurance policies and the Employer's only responsibility is to make timely payments of Employer's share of required premiums, with Employer to have no responsibility for the payment of benefits specified in Sec. 1 through Sec. 8.

Sec. 1. The group hospital-medical insurance plan known as Michigan Blue Cross-Blue Shield

Variable Fee Plan (MVF) now in effect providing the ward coverage shall be continued for the life of this Agreement, subject to availability of said plan, with Employer contribution to be the full cost of premiums for the full-time employee's coverage and for those dependents properly enrolled in the plan. Payment for special rider provisions, which are part of the current contract are the responsibility of the employee through authorized payroll deduction.

The terms of the health insurance plan covering hospitalization and doctor charges while hospitalized, as cited above, shall continue as in the past, except that the Master Medical Rider shall be modified to provide for \$100.00 deductible for one person and \$200.00 deductible for 2 persons and a family, and a Prescription Drug Program with \$2.00 co-pay as described in the PDP literature furnished with the plan by the carrier.

In addition to the cost of the premiums for the present health insurance plan, the cost of the premium of the revised Master Medical Rider Option 2, and the Prescription Drug Program with \$2.00 co-pay, shall be paid in full by the employer for the duration of this Agreement.

Sec. 2. Each properly enrolled employee has received or will receive a certificate containing a statement as to the insurance protection to which the individual is entitled and to whom it is payable, together with a statement of the conversion privileges of the policy. However, for general information, some of the salient features of the insurance benefit package are listed below:

a. Life Insurance

1. All full-time employees (minimum 30 hours) \$25,000.00 coverage.

2. Face amount reduces to 65% at age 70.
3. Face amount reduces to 50% at age 75.
4. Premium waived if totally and permanently disabled.
5. Employee may convert to private permanent plan without evidence of insurability if application is made within 31 days of employment termination.
6. New employees become eligible for insurance on the first monthly policy renewal date following completion of 3 months employment.

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b. Accidental Death and Dismemberment Insurance

1. All full-time employees (minimum 30 hours) have \$25,000 principal sum coverage for total and various partial physical losses as detailed in the policy.
2. The benefits under this supplement shall not cover any loss resulting from war, private aircraft flights, suicide, disease, pregnancy, abortion or miscarriage.

c. Weekly Accident and Sickness Benefits.

1. Weekly benefits will be paid up to 65% of gross weekly income not to exceed \$200.00 for total disability resulting from sickness or non-occupational injury.
2. Benefits will begin on the 127th calendar day of disability, after 1008 hours sick leave for a 56 hour employee, or 720 hours for a 40 hour employee, if the employee has that much accumulation, and shall continue for as long as 34 weeks thereafter.
3. House confinement is not required.
4. Benefits are tax-free.

Sec. 3. Liability Insurance. The Employer shall furnish liability insurance protecting the employees of the bargaining unit from liabilities arising out of and in the course of their employment. Said insurance coverage shall include, but not be limited to, liability for personal injury claims by third persons or employees for damages from alleged false arrest, imprisonment or detention, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction, and acts of negligence of the employee performed during the course of duty. The insurance will also provide the employee, if sued, with an adequate defense, and if any judgment is rendered against the employee, it shall be satisfied to the extent of the insurance coverage.

Sec. 4. Workers' Compensation. The Employer agrees to pay 100% of the premium necessary to cover the members of the bargaining unit with required Workers' Compensation Insurance. If it is necessary that the employee use the Workers' Compensation Insurance benefit, the employee may also use his/her sick leave, vacation leave, and compensatory leave to supplement the Workers' Compensation payments up to the level of regular pay.

Sec. 5. Unemployment Insurance. The Employer, under a plan authorized and approved by the State of Michigan, agrees to provide unemployment insurance benefits through the Municipal Workers Unemployment Compensation Group Account administered by the Michigan Municipal League. The City of Holland will pay to an employed employee the same amount of insurance the state pays, for the same amount of time the state pays, and will offer to the employee an appeal procedure approved by the state. An employee shall be eligible for benefits in accordance with the terms and conditions of state law.

Sec. 6. Pension Plan. In accordance with the Act 312 award, the employer agrees to make available to the employees of the bargaining unit, the Michigan Employees Retirement System retirement plan, Option B-4; effective August 1, 1996. Employees will continue to contribute 4% of their salary toward the funding the pension plan. The Employer has made available, and will continue to make available to the employee, booklets setting forth the provisions of this retirement program.

Sec. 7. Dental Insurance. The employer will provide a group dental plan known as the Blue Cross Blue Shield 75-50-50 plan, with an \$800 maximum benefit per year. (See Section 10 for Dental Insurance caps by Employer).

Sec. 8. Retirees. Consistent with the rules and regulations of the Michigan Employees' Retirement System and the Michigan Hospital Service, employees who are enrolled in the City's group health insurance and Master Medical Plan shall be allowed to maintain their enrollment in these programs and shall privately pay for the premiums under the City's group rate. Benefits and payment arrangements shall be continued for the beneficiary and/or dependents.

a. In addition, a Fire Fighter or Fire Officer who retires after 07/01/87 at age 55 or older, (or who retires after 07/01/87 on duty-related disability at an earlier age), but who has not yet attained age 65, will be eligible for employer-paid health insurance, subject to the following:

b. Effective 8-1-96, the Employer will pay for single coverage, up to \$85.00 per month, or double (couple) coverage, up to \$180.00 per month. Effective 07-01-97, the amounts will be increased to

\$90.00 for single coverage and to \$200.00 for two-person coverage.

c. No payment will be made if the employee is able to obtain no cost coverage through other employment or through a spouse's employment. However, retired employees who are eligible to receive hospital, surgical and medical coverage from another employer-sponsored plan, may request reimbursement for any premium cost up to a maximum as stated above.

Sec. 9. Military Service Retirement Credit. Employees with U.S. Military Service prior to their hiring date will be given an opportunity to add this service time to their pension time. The City will cooperate with this procedure, established by the Michigan Municipal Employees Retirement System. However, it must be recognized that the final acceptance must come from the pension plan administration. It is understood that the entire cost of this will be payable by the employee and no additional cost will be required by the employer.

Sect. 10. Dental Insurance Caps. Increase caps to present premium levels, effective as soon as practical after issuance of the award. These levels, which would constitute the maximum monthly employer contribution for the life of the agreement, are ten and 34/100 (\$10.34) dollars for (1) person, sixteen and 08/100 (\$16.08) dollars for two (2) persons, and twenty-seven and 91/100 (\$27.91) dollars for full family.

Sec. 11. Extended Payment of Blue Cross-Blue Shield Premium. The Employer will continue to

pay the premium for employees on no-pay status, i.e., after all sick leave, vacation time, personal leave days, etc., have been used, until the time the Wage Continuation Insurance Plan becomes effective; at which time, the employee may continue coverage by continuing to pay the full premium at the City's group rate. This section is available to employees at such time as they accumulate a minimum of four years of service. An employee on leave without pay, not covered by the foregoing paragraph, may keep hospitalization insurance in force for three (3) months by paying the full group premium for the employee and dependents.

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Sec. 12 Change in Insurance Status. Each employee is responsible for keeping the employer informed of the current number and status of dependents. Any lack of coverage or incorrect coverage which results from an employee's failure to comply with this Section will be the employee's responsibility. Any over payments by the employer will be reimbursed by the employee, including payroll deductions at the employee's option.

Sec.13 Life Insurance, AD & D, S & A. Regular, full-time employees of the bargaining unit are entitled to apply for participation in the City's group life insurance, accidental death and dismemberment insurance, and weekly sickness and accident benefit insurance where there are no changes in the plans or coverage. These plans shall be continued for the life of the Agreement, subject to availability of said plan where there are changes in the plan or the coverage, these changes will become effective the date of final ratification of the contract. All premiums for such benefits will be paid by the Employer. Also, the benefits as furnished to the employees will be available on a group basis so long as there are sufficient employees enrolled to meet the minimum size of the

group as may be required by the insurance carrier.

Sect. 14. Insurance Carrier. The employer may change insurance carrier or may implement a self-insured program, and/or may implement cost-savings programs, such as (by way of example and not limitation) generic drugs, predetermination, additional opinions, etc., as long as the overall benefits package remains substantially equivalent to present benefits, it being recognized that exact duplication may not be realistic. Before any such changes are implemented, the Union will receive written notice, and will have the opportunity to review and respond (other sections of the Group Insurance Article are subject to the provisions of this Section).

ARTICLE XVII

HOLIDAYS

Sec. 1. Holidays. All regular full-time employees of the bargaining unit shall be eligible to receive holiday pay under the following regulations:

a. The employee must work the scheduled hours of the employee's last scheduled workday before the holiday and the employee's first scheduled workday after the holiday, or have an approved paid leave of absence;

b. The following days will be considered holidays:

New Years Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day

Sec. 2. Holiday On Duty. Employees, who regularly work twenty-four (24) consecutive hour shifts and whose tour of duty begins on a holiday, shall receive regular pay for the week in which any such holiday occurs; and, in addition, they shall receive eight (8) of those hours at time and one-half pay for a total of (4) extra hours pay in addition to their regular pay for the week in which any such holiday occurs. In addition to the foregoing, they shall receive another day off in lieu of the holiday worked, as scheduled by the supervisor.

a. Employees who regularly work twelve (12) hour shifts and whose tour of duty begins on a holiday, shall receive regular pay for the week in which any such holiday occurs; and, in addition, they shall receive four (4) of those hours at time and one-half pay for a total of two (2) extra hours pay in addition to their regular pay for the week in which any such holiday occurs. In addition to the foregoing, they shall receive another day off in lieu of the holiday worked, as scheduled by the supervisor.

Sec. 3. Holiday Off Duty. Twenty-four (24) and twelve (12) hour employees who do not work on a holiday shall receive regular pay for the week in which any such holiday occurs, in addition, they shall receive another day off in lieu of the holiday, as scheduled by the supervisor. Eight (8)

hour employees will not normally be scheduled to work on a holiday and therefore will receive the 8-hour day off with pay.

Sec. 4. Absence From Holiday. An employee scheduled to work on a holiday, who fails to report for and perform such work, without a reason acceptable to the Employer, shall have that absence charged to vacation leave or sick leave, if vacation leave is not available; and in addition, the employee shall not receive another day off in lieu thereof.

Sec. 5. Holiday and Vacation. If a holiday occurs during the time an employee is on vacation, the employee shall receive an additional day off in lieu thereof, as scheduled by the supervisor.

Sec. 6. Holiday and Sick Leave. If a holiday occurs during an authorized paid sick leave which commenced prior to the holiday, holiday leave will be charged to the holiday and not to sick leave.

Sec. 7. Non-Shift Personnel. For non-shift personnel, when one of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as a holiday; if it falls on a Sunday, the following Monday will be observed as the holiday for the purpose of both time and pay.

Sec. 8. No Holiday Pay. No holiday will be paid to an employee for any holiday which occurs after the date of the employee's quit or discharge; or while the employee is on leave of absence; or while absent due to an occupational or non-occupational illness or injury exceeding ninety

(90) days.

Sec. 9. Manpower Needs. On general paid holidays, only those employees shall be on duty whose services are necessary as determined by the Fire Chief.

ARTICLE XVIII

PERSONAL LEAVE

Sec. 1. Personal Leave Days. Effective on 07-01-88, all employees of the bargaining unit shall be granted five (5) personal leave days on each service anniversary. These days to be taken by them consistent with adequate organizational staffing, supervisory approval, and employee preference; and the hours involved in these five (5) leave days shall be carried as vacation leave for purposes of management control.

Sec. 2. Absence or Termination. Any eligible employee (over one (1) year of service) of the bargaining unit who is absent from service due to leave of absence or an unpaid leave, or who for any reason terminates or is separated from employment with the City of Holland shall receive personal leave pay on a pro-rated basis for the time worked.

Sec. 3 New Employees. New employees who have successfully completed a six (6) month probationary period will be allowed to take fifty percent (50%) (two and one-half (2-1/2) twenty-

four (24) hour days) of the annual personal leave days. The balance will be credited at their first anniversary date. Hours taken prior to the first anniversary will show as a negative balance on the check stub and will be calculated at the anniversary date.

ARTICLE XIX

OVERTIME

Sec. 1. In accordance with applicable state and federal laws, all overtime hours specifically requested by an authorized supervisor and approved by the Fire Chief, shall be compensated at a rate of time and one-half the regular hourly rate. This provision shall exclude all voluntary hours that bargaining unit employees may work on a shift exchange, stand-in, or similar type basis. Employees in other classifications may perform overtime work in the Community Services classifications, and vice versa, provided that the employee has the necessary skill, ability, and qualifications.

Sect. 2. Compensatory Time As an alternative to time and one-half pay, members of the bargaining unit may bank compensatory time on a time and one-half basis for overtime hours worked, as defined by federal and state law. No member of the department shall accumulate compensatory time in excess of one hundred twelve (112) hours. Time worked which is not eligible to be banked as compensatory time shall be paid for at time and one-half. Employees whose current accumulations exceed 112 hours will have until June 30, 1995 to attempt to use

the excess time. All time in excess of 112 hours as of July 1, 1995, will be paid. In addition, all time in excess of 480 hours will be paid immediately.

Before an employee takes compensatory time off, the employee must secure advance approval from his supervisor for the requested time off. Compensatory time off will be approved only when the supervisor has determined that no replacement will be needed. Proviso: If an employee has received approval for using compensatory time, and thereafter another employee schedules vacation at the same time, thereby requiring a replacement, the approval of compensatory time will not be withdrawn, as long as this proviso is not being abused or manipulated. At the time of separation from employment for any reason, if it has not been possible to take off the compensatory time accumulated on the records, payment will be made in straight time cash compensation for this accumulated compensatory time up to one hundred twelve (112) hours.

ARTICLE XX

CALL-IN PAY

Sec. 1. An employee called in to work after being reported off-duty, and before the next work schedule begins, shall receive a minimum of two hours pay, or pay for the actual time worked, whichever is greater. This time shall be considered for overtime pay, consistent with the overtime premiums of this Agreement.

ARTICLE XXI

SHIFT EXCHANGE

Sec. 1. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, providing that prior approval of the Shift Commander is obtained and that those employees who are on duty as a result of the exchange are not in violation of departmental or state procedure or law. No overtime will accrue during such exchange. Subject to the other requirements of this section, employees in other classifications may exchange shifts with Community Service employees, and vice versa provided that the employees has the necessary skill, ability and qualifications.

ARTICLE XXII

WORKING OUT OF CLASSIFICATION

Sec. 1. Temporary Appointment. The Employer may immediately fill a job vacancy or new position on a temporary basis; provided however, that the employers filling of any such vacancy or new position shall not exceed thirty (30) duty days; and provided further, that any employee assigned to temporarily fill a vacancy or new position carrying a higher rate of pay shall after one (1) duty week on such temporary assignment receive that rate of pay corresponding to the vacancy or new position for the balance of this continuous temporary assignment. Conversely, any employee who voluntarily agrees to a temporary assignment for the employee's benefit to a

position carrying a lower rate of pay shall after one (1) duty week on such temporary assignment receive that rate of pay corresponding to the position occupied for the balance of this continuous temporary assignment. Temporary assignments for training and job development shall not be subject to the requirements of this provision.

ARTICLE XXIII

CLOTHING ALLOWANCE

Sec. 1. Clothing Allowance. All uniforms, protective clothing, or protective devices required of regular, full-time employees in the performance of their duties, shall be furnished without cost to the employee. The Employer will pay for cleaning of all uniforms. This includes uniform shirt, pants, vest, jacket and coat, in accordance with a schedule approved by the Fire Chief.

Sec. 2. Personal Property. Personal property required of a Union member on the job, limited to eye glasses, contacts, dentures, watch, which is lost or damaged in the actual performance of duty, and its loss or damage is not attributable to negligence, may claim appropriate reimbursement from the City's insurance carrier. Where reimbursement is not received from the insurance carrier, a negotiated settlement will be directed by the City Manager.

ARTICLE XXIV

MISCELLANEOUS

Sec. 1. Amendment of Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such change, however, shall not be effective until it is reduced by writing and signed by duly authorized representatives of both the Employer and the Union.

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Sec. 2. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Sec. 3. Savings Clause. If any Section of this Agreement or any addendum thereto shall be held invalid or to conflict with applicable federal or state law by any court of competent jurisdiction, the remainder of the Agreement and its addendum shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Sec. 4. Food Allowance. A food allowance of Four Hundred and NO/100 (\$400.00) Dollars will be paid to all full-time shift fire fighters covered under this Agreement. Payments will be made in July of each year. Effective July 1, 1999, the food allowance will be increased to \$450.00. Effective July 1, 2000, the food allowance will be increased to \$500.00.

Sec. 5. Deferred Compensation. Employees covered under this labor agreement will be eligible for participation in deferred compensation plans presently offered by the employer. Deferred compensation plans provide an opportunity for employees to defer a portion of their earnings until later, thereby gaining possible tax advantages. The employer reserves the option to add change or discontinue plans offered to employees. Details are available at the Human Resources Department.

Sect. 6 Wage Issues. Wage increases during this contract are as follows:

7-1-1998	3.0%
7-1-1999	Not less than 3% nor greater than 5% based on the C.P.I.-U (U.S Average) for the period June, 1998 through May, 1999.
7-1-2000	Not less than 3% nor greater than 5% based on the C.P.I.-U (U.S.Average) for the period June, 1999 through May, 2000.

Sec. 7 Family and Medical Leave Act. To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency ruling are issued, and also that the Employer may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the City FMLA policy currently in effect will be applied for employees covered under the bargaining agreement.

ARTICLE XXV

EMPLOYEE ALCOHOL AND DRUG ABUSE POLICY

I. STATEMENT OF PRINCIPLE AND PURPOSE

This policy is adopted, in an effort to provide a safe, healthy and drug free work environment for employees pursuant to the Drug-Free Workplace Act of 1988 (Publ. L 100-690, Title V, Subtitle D).

The use and effects of illegal drugs and alcohol pose very serious problems. While the City of Holland (the "Employer") would prefer not to intrude into the personal lives of its employees, it is recognized that employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable and prone to accidents and absenteeism. Each employee has a responsibility to our community to deliver services in a safe and conscientious manner. In order to ensure that this responsibility is met, employees must work free from the effects of alcohol and other performance impairing substances.

Accordingly, the Employer and Union want to state clearly their policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use, or termination of employment.

It is the policy's purpose:

- (1) to establish the terms and conditions of an employer assisted rehabilitation program for

employees who voluntarily seek City assistance in overcoming any addiction or dependency problems related to alcohol or other drugs; and

(2) to establish the terms and conditions of continued employment for employees found to be involved with the illegal use or possession of controlled substances.

Therefore, our policy is as follows:

II. DRUG FREE AWARENESS PROGRAM

A Drug-Free Awareness Program has been developed to inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the employer's Alcohol and Drug Abuse Policy, (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Alcohol and Drug Abuse Policy.

III. ASSISTANCE TO EMPLOYEES IN OVERCOMING ALCOHOL OR DRUG ABUSE.

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family and social disruption. The Employer encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual

employee's responsibility.

To assist employees in obtaining early voluntary treatment, the Employer refers such employees to an employee Assistance Program ("EAP"). The EAP is an assessment, counseling and referral service for employees with substance abuse problems.

Any employee may utilize the services of the City sponsored, troubled employee assistance program for drug or alcohol dependency problems, or other personal, psychological or psychiatric problems as the need may arise.

The Employer also provides an insurance plan to full-time employees to help pay for treatment.

Finally, the Employer offers a variety of leave options for full-time employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP.

Employees may seek help without the approval or knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counseling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem, may do so without jeopardizing their continued employment with the Employer. In no event shall an employee be subject to disciplinary action

on account of voluntarily seeking such assistance. However, such requests and participation will not prevent disciplinary action for other violation(s) of this Alcohol and Drug Abuse Policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the Employer and who continue to work must meet all established standards of conduct and job performance.

Rehabilitation is the responsibility of the employee. Treatment programs requiring medical treatment will be treated in the same manner as any other medical problem with respect to sick leave, vacation leave, leave of absence without pay, and health insurance coverage consistent with applicable policy provisions and practices. Upon successful completion of treatment and unrestricted release for work, the employee will be returned to active duty status.

IV. APPLICATIONS AND DEFINITIONS

The Policy applies to all employees.

For purposes of this Policy: "Employer premises" includes, but is not limited to, all property, whether owned, leased or used by the Employer. This Policy also includes any other locations or mode of transportation and from those locations while in the course and scope of employment.

"Employer time" includes, but is not limited to, all time spent on any Employer activity. This does not include the lawful use of alcohol for authorized Employer-related purposes (e.g., authorized social functions, off-hours dinner while traveling on Employer business, etc.).

"Prohibited substances" are defined as: illegal drugs or controlled substances (including trace amounts); alcohol beverages; prescription drugs (except as approved in Section IV of this Policy); and any other substances which affects or may affect the employee's ability to competently or safely perform.

"Under the influence" of any prohibited substance means any detectable level of a prohibited substance in an employee's system. If an employee is "called-out," the employee shall not report to work with any prohibited substance in his/her system except that the employee may report where the presence of alcohol does not exceed the standards set by the U.S. Department of Transportation for truck drivers in interstate commerce. (Blood alcohol less than .04%)

"Reasonable suspicion" includes, but is not limited to: observation of behavior such as slurred speech, unsteady walking, abrupt mood swings, breath (alcohol beverages) or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, frequent illness not explained by other medical conditions; excessive or prolonged absenteeism; declining productivity; excessive tardiness; and suspicious activity indicating possible involvement with prohibited substances in violation of this Policy.

V. AUTHORIZED USE OF PRESCRIPTION AND NONPRESCRIPTION MEDICINE

A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the

influence of or are required to take prescription drugs or internal medicine (including over the counter drugs) that may affect their work performance. The employee shall notify the employer of any such drugs and/or medicine, even if the employee believes that the drug will not affect his performance.¹ When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.

¹Employees cannot be expected expect to know if a drug will affect their performance. Many popular over the counter medicines are dangerous. For example, Theraflu, is an over-the-counter cold remedy. Like many antihistamines, the package contains the following under Warnings: "May cause marked drowsiness. Alcohol, sedatives, and tranquilizers may increase the drowsiness effect. Avoid alcoholic tranquilizers while taking this product. Avoid alcoholic beverages while taking this product. Do not take this product if you are taking sedatives or tranquilizers without first consulting your doctor. Use caution when driving a motor vehicle or operating machinery."

The parties are encouraged to adopt a policy broadly explaining the need to report the taking of any and all drugs, whether prescription or over-the-counter. A report will avoid potential conflicts, and can facilitate accommodation of sick employees. Further, because some over-the-counter medicines contain ingredients which may be wrongfully interpreted in a drug test as being evidence of use of illegal drugs, the report of such use will help insulate employees from an unwarranted and damaging conclusion.

B. Upon receipt of such information, the immediate supervisor or Personnel Director shall determine whether the Employer should temporarily change the employee's job assignment during the period of treatment.

C. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug has been prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed. No employee who complies with items A above with respect to a particular prescription drug or other medicine can be disciplined or required to attend an employee assistance program solely on account of that particular prescription drug or other medicine.

VI. PROHIBITION

The Employer's Policy prohibits the:

1. Use, possession, manufacture, distribution, dispensing, transportation, or sale of prohibited substances or drug paraphernalia on Employer premises or being under the influence of a prohibited substance on Employer premises or Employer time or at an Employer activity.
2. Storing by an employee of prohibited substances in a locker, desk, vehicle or other repository on employer premises or refusing to submit to an inspection.
3. Possession use, manufacture, distribution, dispensing or sale of prohibited substances off Employer premises or Employer time that adversely affects the employee's work performance, his own or other's safety at work of the Employer's regard or reputation in the community; (Note:

lawful and moderate use of alcohol is not prohibited.)

4. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled;
5. Conviction under any criminal drug statute or failure to notify the Employer of any arrest or conviction under any criminal drug statute five (5) days of the arrest or conviction;
6. Failure to report to the immediate supervisor of Personnel the effect of a prescribed drug which may alter the employee's behavior or physical or mental ability;
7. Refusing to consent to testing or to submit a urine, blood or other sample for testing when requested pursuant to the Employer's testing policy, or switching of or adulterating any sample submitted for testing.

VII. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with the Policy.

1. Procedures for Testing.

The City may require employees to submit to a test for illegal drugs, prescription drugs, or alcohol under the following circumstances:

There is reasonable cause to suspect that the employee to be tested is using or has used a controlled or illegal substance contrary to the provision of the Article.

Reasonable cause is defined to mean objective and specific facts including personal observations by witnesses or the suspect person's appearance and behavior which would support a conclusion

of a reasonable suspicion. Drug and alcohol tests may be ordered after an accident, even absent reasonable cause.

An order to submit to testing may only be issued by an Officer of the rank of Lieutenant or his/her designated alternate only after review by and approval of the Fire Chief.

2. Report procedure/Order for Test.

If an Officer concludes that reasonable cause exists to suspect that an employee is using or has used controlled substances, he/she shall take the following actions:

The Officer shall relieve the employee from duty and direct him/her to remain at the station. The Officer shall take reasonable precaution to ensure the safety of the employee and immediately notify the Fire Chief (or his designee in his absence).

The Officer shall prepare a contemporaneous report stating his/her reasons for seeking an order for examination. Such report shall identify the employee and any potential witnesses. The report shall be signed, noting the time and the date of the report. The report shall be immediately presented to the Fire Chief and a copy given to the employee.

The employee shall be afforded an opportunity to present an explanation to the Fire Chief or his designee.

If the Fire Chief or designee concludes that a test is necessary, the order will be issued verbally by the reporting Officer and confirmed in writing by the Fire Chief or his designee within twenty-four (24) hours. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline up to and including discharge.

No employee shall be permitted to take a drug or alcohol test while wearing a uniform.

A. ~~Testing.~~ Employees or applicants for employment may be required to submit to substance testing, including, but not limited to, urinalysis, blood tests, plasma tests or breath tests for the drugs specified in the Department of Health and Human Services Mandatory Guidelines for federal Workplace Drug Testing Programs ("HHS Guidelines", per Federal Regulations in the Federal Register, Volume 53, No. 69, PP 11979-11989) and any amendments to the HHS Guidelines in effect at the time of the testing. The procedure followed in giving the drug test will be in conformance at a minimum include the collection of the sample, chain of custody, storage of the sample, the type of initial and confirming tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test. Testing shall be applicable:

1. to be considered for employment;
2. where the Employer has reasonable suspicion that an employee has ingested, possesses or has distributed a prohibited substance;
3. following an accident or incident where the Employer has reasonable suspicion that prohibited substances(s) may be implicated, e.g., where precaution were violated or careless acts

were performed; and

4. immediately after an employee returns to work after a disciplinary suspension, where the Employer has reasonable suspicion that prohibited substance(s) may be implicated.

All positive initial drugs test will be confirmed using gas chromatography/mass spectrometry techniques at the cutoff values listed in the HHS Guidelines and any amendments to the HHS Guidelines in effect at the time of the testing.

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Alcohol Testing. An employee may request a confirmatory test for alcohol, which will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

B. Search. Employees, while on Employer premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when the employer has reasonable suspicion that the employee has ingested, possesses, or has distributed a prohibited substance.

VIII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of the Employer's Alcohol and Drug Policy may result in severe disciplinary action, up to an including discharge for a first offense. Violation of this policy may also subject employees to arrest and prosecution by law enforcement agencies.

An employee who tests positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with Section V of this Article), or alcohol will be subject to appropriate discipline in accordance with the provisions of the Labor Agreement. Each case shall be evaluated by management as to the facts and circumstances and resolved accordingly. Employees whose drug use, alcohol abuse or prescription drug abuse is discovered by the City in some manner other than by the drug test outlined in this Article shall be treated as if he/she had tested positive under this Article.

In appropriate cases, employees who test positive shall be required to participate in the Employee Assistance Program. In such cases, the employee shall be required to complete the rehabilitation program as prescribed by the program director or supervising physician as a condition of continued employment. The terms and conditions of each rehabilitation program shall be clearly set forth in a Conditional Reinstatement Agreement and executed by the employee, the Union, and the City.

In addition to any disciplinary action for drug or alcohol abuse, the Employer may refer an employee to the Employee Assistance Program for assessment, counseling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

In the event that an employee voluntarily places himself/herself into the Employee Assistance

Plan and suffers a subsequent relapse. such employee shall ordinarily be given a second an final opportunity to again enroll and complete a rehabilitation program.

IX. LAST CHANCE AGREEMENT

In the event an employee violates this alcohol and drug policy, the city will respond in a facilitative manner aimed at assisting him/her to successfully rehabilitate. Therefore, absent aggravating circumstances (including but not limited to reckless endangerment of the health and/or safety of the employee, other employees or members of the public; inflicting injury or death on a member of the public or employee of the City), employees shall ordinarily be given a chance to execute a "Last Chance Agreement." However, it is specifically understood that should aggravating circumstances exist which adversely impact the image and/or interests of the City, nothing herein shall be interpreted to bar imposition of appropriate discipline up to and including discharge.

Individuals discharged for violation of the Employer's Alcohol and Drug Policy may be offered the opportunity to enter into a "Last Chance Agreement".

The Last Chance Agreement provides that an employee may return to employment under the following conditions:

1. The employee acknowledges in writing that he/she has a substance abuse problem.

2. If applicable, the employee agrees to and successfully completes a rehabilitation program prescribed under the Employee Assistance Program:
3. The employee agrees in writing to submit to random testing or search for at least three years; and
4. The employee is subject to automatic discharge for and violation of Last Chance Agreement or this Policy while on the Last Chance Agreement and waives the right to grieve such discharge or to contest the appropriateness of the penalty; provided, however, that the employee may contest of the factual existence or contractual relevance (i.e., was the last chance agreement actually violated) of the alleged violation only.
5. The last chance agreement shall be signed by the affected employee, his union representative and the employer.
6. The last chance agreement shall be scrupulously obeyed and enforced and narrowly construed to prohibit or require only that conduct specifically indicated. It shall deemed by all concerned, including a labor arbitrator appointed per the collective bargaining agreement, to be a modification of the master agreement.

X. CONDITIONS OF EMPLOYMENT

Compliance with the Alcohol and Drug Abuse Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document or submit to any inspection or drug test as provided will be grounds for termination.

Grievance Procedure.

All actions taken by the City pursuant to this Article shall be subject to the Grievance Procedure contained in this Labor Agreement.

Each employee and new employee shall be provided a copy of the complete policy, and shall sign a receipt. The policy and receipt shall indicate that:

"Questions regarding this Policy should be directed to the Human Resources Director."

RECEIPT

"I acknowledge that I have received a copy of the City of Holland's Employee Alcohol and Drug Abuse Policy."

XI. REVIEW OF PROGRAM

This policy will be reviewed bi-annually to determine its effectiveness, to implement needed changes and to ensure that disciplinary actions are consistently enforced.

XII. EFFECTIVE DATE OF POLICY

The Employer will not apply this policy to bargaining unit employees until it has implemented its Drug and Alcohol Policy for all City employees, including non-union personnel. This does not require that the policies be identical, but it does require substantial similarity.

ARTICLE XXVI

TWELVE HOUR PERSONNEL AND WAGE RATES

Sec. 1. Effective upon this award, in addition to 24-hour personnel and 40-hour personnel identified in the collective bargaining agreement, the City may under the terms and conditions hereinafter set forth establish and hire personnel through recognized posting and notice procedures, which personnel shall be identified as:

Community Service Lieutenant/EMT

Community Service Fire Fighter/EMT

The classifications shall normally work 12 hour shifts from 8:00 a.m. to 8:00 p.m. for (4) consecutive days with four (4) consecutive days with four (4) consecutive days, off, and be bargaining unit positions.

b. The City may also hire an employee through recognized posting and hiring practices to perform work as a Mechanic/training officer with duties to be more specifically identified. That classification shall be known as a Training Safety officer. The work week for that position shall consist of 40 hours per week, and be a bargaining unit position. Provided, however, that the City shall have the right to assign or designate other personnel as Assistant Mechanics to actually perform maintenance as may be necessary. The Training Safety officer and the Assistant Mechanics will perform simple preventive maintenance and engage in appropriate mechanical training and the maintaining of records of mechanical work required and performed with respect to vehicles and apparatus.

c. The rate of pay for the Training Safety Officer shall be paid at the G-13 rate. The Community Service Lieutenant/EMT shall be paid at the G-13 rate and the Community Service Fire Fighter/EMT shall be paid at the G-11 rate identified in the attached appendixes. No 24-hour employee shall be involuntarily required to work a 12 hour shift.

ARTICLE XXVII

THREE PLATOON SYSTEM - HOURS OF EMPLOYMENT

Sec. 1. Work Week. The City may implement a three platoon system, which shall not commence earlier than Jan. 1, 1997. Until then, the parties shall be governed by the existing platoon arrangement and hours of employment.

The work week created by a three platoon system will not act to increase or decrease the base annual wages for 56 hours established in the schedules and upon which percentage increases for the contract term have been calculated.

Nothing in this article shall be construed to limit the power of the employer to vary from a 56 hour work week. Nor shall it be construed to be a waiver of the employer's, union's, or employees' other legal or contractual rights, if any, which exist elsewhere in the agreement, statute, administrative rule or holding or by common law.

Sec. 2. Shift Assignment. Assignment of personnel to a specific shift shall be made on the basis

of department seniority with shift selection being made by the employee, commencing with the most senior to the least senior on the seniority roster. Provided, however, that management has the reserved right to veto shift selection if the good of the department so requires.

Shift assignments shall be made every three years on a day or days in the **month** of December to be established by the Fire Chief. Selection shall be made in writing signed by the employee.

Shift assignments may be balanced if necessary by the Fire Chief for the purpose of equalizing the number of officers per shift and distributing skills of fire fighters as necessary for departmental efficiency.

Sec. 3. The City shall forthwith have the right to implement EMS Response from Station Two (Kollen Park) as well as from Station One. Management shall exercise its best efforts to assign EMS trucks to those who are trained as, and being paid for, Emergency Medical Technicians or Paramedics.

ARTICLE XXVIII

DURATION

Sec. 1. Duration. This agreement shall remain in full force and effect from July 1, 1998 to and including June 30, 2001 and thereafter for successive periods of one (1) year unless either party shall, on or before sixty (60) days prior to the expiration date of this Agreement or any annual extended date, serve written notice on the other party of the desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating that portion

of the Contract under consideration on the expiration date, unless before that date the subject of amendment proposed by the other party has been disposed of by agreement or by withdrawal of the party proposing amendment, modification, alteration, negotiation change, or any combination thereof.

In witness whereof, the parties have caused this instrument to be executed this 2nd day of Sept, 1998.

Local No. 759

International Association
of Firefighters, AFL-CIO

[Signature]

David Senano

Corwin Jay, Alameda

City of Holland
[Signature]
Mayor Pro Tem

[Signature]
City Clerk

Approved as to form:

[Signature] 9/2/98
Holland City Attorney

CITY OF HOLLAND
 LOCAL 759 BARGAINING UNIT
 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
 Effective 07-01-98

Classification Number	Classification Title	Pay Schedule	Pay Range
780	Firefighter Trainee	G	8
	Firefighter Trainee-Assigned EMT	G	9
793	Firefighter	G	10
	Firefighter-Assigned EMT	G	11
	Community Firefighter/EMT	G	11
807	Fire Lieutenant	G	12
	Fire Lieutenant-Assigned EMT	G	13
815	Community Lieutenant/EMT	GF	13
	Firefighter/Mechanic	G	13
	Firefighter/Mechanic-Assigned EMT G		14
151	Fire Captain	G	13
	Fire Captain-Assigned EMT	G	14
485	Fire Inspector	H	5
	Training Safety Officer	H	13

CITY OF ILLINOIS

SCHEDULE OF RANGE AND STEP PROGRESSIONS FOR HOURLY/ANNUAL WAGES
 -- INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 759, AFL-CIO --
 CROSS-REFERENCE TO CLASSIFICATION TABLE: HFD-759

Effective: July 1, 1998 - June 30, 1999

Schedule G

Range	- A -	- B -	- C -	- D -	- E -	- F -	- G -	- H -
	Start	6 Months	1 Year	1-1/2 Years	2 Years	2-1/2 Years	3 Years	3-1/2 Years
	10.57	11.02	11.34	11.60	11.90	12.11	12.40	12.72
08	30,780	32,090	33,022	33,779	34,653	35,264	36,109	37,041
	11.74	12.29	12.64	12.88	13.21	13.45	13.81	14.13
10	34,187	35,788	36,808	37,507	38,468	39,166	40,215	41,147
	12.33	12.92	13.29	13.51	13.88	14.14	14.49	14.87
11	35,905	37,623	38,700	39,341	40,419	41,176	42,195	43,301
	12.90	13.51	13.89	14.18	14.52	14.83	15.19	15.54
12	37,565	39,341	40,448	41,292	42,282	43,185	44,233	45,252
	13.46	14.13	14.51	14.82	15.20	15.51	15.87	16.24
13	39,196	41,147	42,253	43,156	44,262	45,165	46,213	47,291
	14.10	14.73	15.16	15.47	15.87	16.17	16.55	16.97
14	41,059	42,894	44,146	45,049	46,213	47,087	48,194	49,417

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Note: The above schedule is for employees working 24 hour shifts or 2,912 hours annually. There is no approved Range 9.

Hourly and annual wages in this schedule represent a 3.0% cost-of-living increase above the same schedule that expired June 30, 1998.

CITY OF HOLLAND
SCHEDULE OF RANGE AND STEP PROGRESSIONS FOR HOURLY/ANNUAL WAGES
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 759, AFL-CIO
CROSS-REFERENCE TO CLASSIFICATION TABLE: HFD-759
Effective: July 1, 1998 - June 30, 1999

Schedule GF for 12 hour shift employees

Range	- A -	- B -	- C -	- D -	- E -	- F -	- G -	- H -
	Start	6 Months	1 Year	1-1/2 Years	2 Years	2-1/2 Years	3 Years	3-1/2 Years
08	13.94	14.53	14.96	15.29	15.68	15.98	16.36	16.77
	30,780	32,082	33,032	33,760	34,621	35,284	36,123	37,028
10	15.49	16.20	16.67	16.98	17.43	17.74	18.22	18.64
	34,202	35,770	36,807	37,492	38,485	39,170	40,230	41,157
11	16.25	17.03	17.52	17.82	18.31	18.65	19.12	19.61
	35,880	37,602	38,684	39,347	40,428	41,179	42,217	43,299
12	17.02	17.82	18.33	18.70	19.15	19.56	20.04	20.50
	37,580	39,347	40,473	41,290	42,283	43,188	44,248	45,264
13	17.76	18.64	19.14	19.54	20.05	20.46	20.93	21.42
	39,214	41,157	42,261	43,144	44,270	45,176	46,213	47,295
14	18.60	19.43	20.00	20.40	20.93	21.32	21.83	22.38
	41,069	42,901	44,160	45,043	46,213	47,075	48,201	49,415

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Note: The above schedule is for employees working 12 hour shifts or 2,208 hours annually. There is no approved Range 9.

Hourly and annual wages in this schedule represent a 3.0% cost-of-living increase above the same schedule that expired June 30, 1998.

CITY OF HOLLAND
SCHEDULE OF RANGE AND STEP PROGRESSIONS FOR HOURLY/ANNUAL WAGES
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 759, AFL-CIO
CROSS-REFERENCE TO CLASSIFICATION TABLE: HFD-759
Effective: July 1, 1998 - June 30, 1999

Schedule H

Range	- A - Start	- B - 6 Months	- C - 1 Year	- D - 1-1/2 Years	- e - 2 Years	- F - 2-1/2 Years	- g - 3 Years	- H - 3-1/2 Years
04	17.01	17.88	18.29	18.75	19.30	19.71	20.20	20.71
	35,381	37,190	38,043	39,000	40,144	40,997	42,016	43,077
05	17.85	18.77	19.20	19.67	20.27	20.70	21.22	21.73
	37,128	39,042	39,936	40,914	42,162	43,056	44,138	45,198
06	18.85	19.79	20.31	20.75	21.28	21.71	22.23	22.73
	39,208	41,163	42,245	43,160	44,262	45,157	46,238	47,278

The assigned hourly/annual wage for the Fire Inspector is established at Range 5, but "Red Circled" above Step H, as follows:

22.19
46,155

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Hourly and annual wages in this schedule represent a 3.0% cost-of-living increase above the same schedule that expired June 30, 1998.

MEMORANDUM OF UNDERSTANDING

The parties have agreed to begin a Wellness program, a copy of which is attached as Appendix "F". Subject to the following conditions:

- A. The Wellness part of the program will not be implemented until it has been in effect for the City's non-union group for at least twelve (12) months.
- B. The 80/20 co-pay part of the program will not be implemented during the life of the Agreement, it will be subject to negotiations for the contract which follows the 1994-98 Agreement.
- C. The Union will receive at least twelve months advance written notice of implementation of the Wellness part of the program.
- D. Before implementing the Wellness part of the program the Employer will provide informational meetings (including other employees who participate in such a plan) and will upon the Union's request, meet and discuss with the Union its concerns and the details of how the Wellness program will work.

Appendix "F"

Wellness Program

The Employer will contribute eighty percent (80%) of the Employers share and the Employee will contribute twenty percent (20%) of the premium cost for the full-time employee's coverage and for those dependents properly enrolled in the plan. Except, however, that those full-time employee's who participate in the City's authorized Wellness program shall receive a waiver of their twenty percent (20%) of the premium in the year subsequent to their participation. Employees who are temporarily disabled, as certified by a physician, may be excused from participating in wellness programs which would require activity contrary to their physician advice. Premium participation during the period of disability would be waived with the approval of the Fire Chief. The requirements for waiver of the employee's twenty percent (20%) share of the health insurance premium will be as follows:

- a. Each employee, on their own time, may participate in a City sponsored Wellness program in lieu of payment of a portion of the required employee percent of the cost of group hospital/medical coverage for the next subsequent year. Employees also may satisfy the Wellness Program during work time by participating in such a program which has been approved by the Fire Chief.
 1. Employees who complete a City Wellness program Fitness Assessment will qualify for a reduction equal to one-quarter of the twenty percent (20%) co-pay paid by the employee.
 2. Employees who complete the aforementioned fitness assessment and who participate in and successfully complete a City sanctioned wellness program (e.q. eight (8) week exercise/education program) will qualify for a reduction equal to the remaining three-quarters of the twenty percent (20%) co-pay paid by the employee.
 3. The City shall pay the full cost of the employee's participation in the wellness fitness assessment.
 4. The employee shall pay twenty dollars (\$20) toward the cost of the eight (8) week exercise/education program. The twenty dollars (\$20) will be reimbursed to the employee based upon successful completion which is defined as attendance at a minimum of seventy-five percent (75%) of the scheduled classes. The employer shall be responsible for payment of the remaining portion of the program.
 5. Employees who participate in a regular aerobic exercise program on an individual basis may submit a request to the Fire Chief to substitute such a program for the program referenced in (2) above. The request must be in writing and detail the type of regular exercise program in which the employee will participate and the employee's historical involvement. The request will be reviewed on individual basis and shall be approved/disapproved at the sole discretion of the Fire Chief..