

6/30/03

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AGREEMENT

between

CITY OF MANISTEE

and

LOCAL NO. 645, of the INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

*Manistee, City of*

Effective: July 1, 2000 - June 30, 2003

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## AGREEMENT

THIS AGREEMENT, entered into this 12th day of January, 2001, by and between the CITY OF MANISTEE, hereinafter called the "City," and LOCAL NO. 645, of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, hereinafter called the "Union."

### PURPOSE AND INTENT

This Agreement is for the exclusive joint use, and benefit of, the contracting parties; and the provisions herein set forth and defined shall be construed as binding upon, and effective in, determining the relation between the parties. It is intended that this Agreement shall promote and improve industrious and economic relationships and set forth the basic agreement covering the rates of pay, wages, hours, and other conditions of employment to be observed by the parties.

It is mutually agreed and understood that the following terms and conditions relating to the employment of FIRE FIGHTERS covered by this Agreement have been decided upon by means of collective bargaining, and the following provisions will be binding upon the "EMPLOYER" and the "UNION", during the term of this Agreement and any renewal.

### RECOGNITION

Section 1.0. Collective Bargaining Unit. It is agreed that the Employer recognizes the "INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 645," as the sole and exclusive bargaining agent for purposes of collective bargaining for all employees in the Fire Department, excluding the Fire Chief.

### REPRESENTATION

Section 2.0. Collective Bargaining Committee. The City agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives with seniority, one of whom shall be the Union President. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the grievance procedure. The collective bargaining committee shall also meet with representatives of the City at such time as joint City-Union collective bargaining negotiations are held. In the absence of a collective bargaining committee member, an alternate may act in his stead. The Union shall furnish the City in writing the names of its collective bargaining committee members and alternates before they will be recognized.

Section 2.1. Reporting. When it is necessary for a collective bargaining committee member or alternate to leave his work to handle a grievance in accordance with the grievance procedure

established in this Agreement, he shall first obtain permission from the Fire Chief or the officer in charge. Such permission shall not be unreasonably withheld. The committee member shall return to his job as promptly as possible and upon his return shall immediately report to the Fire Chief or the officer in charge.

Section 2.2. Lost Time. The City agrees to pay for all reasonable time lost by an employee or a member of the collective bargaining committee during their regularly scheduled hours while processing grievances in accordance with the grievance procedure set forth in Section 5.2 or while engaged in scheduled collective bargaining sessions with the employer. Lost time will be compensated at the employee's straight time regular rate of pay.

### UNION SECURITY AND CHECKOFF

Section 3.0. Agency Shop. All employees who are subject to this Agreement and who are members of the Union shall, as a condition of continued employment, either remain members in good standing for the duration of this Agreement or pay to the Union a sum equal to the dues and fees uniformly levied upon all Union members. All new employees, subject to this agreement, beginning on their 31st day of employment with the Fire Department shall, as a condition of continued employment, either become and remain members in good standing of the Union for the duration of this Agreement, or pay to the Union a fee equal to the dues and fees uniformly levied upon all Union members. Employees shall be deemed to be in compliance with this Section if they are not more than (30) days in arrears in payment of membership dues or service fees, whichever is appropriate.

Section 3.1. Checkoff. The City agrees to deduct from the wages of its employees, covered by this Agreement, dues and service fees uniformly required by the Union, provided the Union furnishes to the City an authorization of such dues or service fees signed by the employee involved. Upon deduction, the City shall remit such deductions to the designated financial officer of the Union. Deductions shall commence the first full month following receipt by the City of the signed checkoff authorization, provided the employee shall have earned sufficient pay to cover the obligation. The Union shall certify the amount of the dues and service fees to the City.

Section 3.2. Hold Harmless. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other form of liability arising out of the deduction of dues or service fees provided herein.

### RIGHTS OF THE EMPLOYER

Section 4.0. Management Rights. The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to determine the nature and number of facilities and

departments to be operated and their location; to determine the number of personnel required; to direct and control operations; to discontinue or reorganize any part or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance either in or out of the City's facilities; and in all respects to carry out the ordinary and customary functions of management, provided however, these rights shall not be exercised in violation of any specific provision of this Agreement. The City shall also have the right to hire, assign, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to establish and change work schedules; to establish classifications of work and to maintain order and efficiency, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 4.1. Rules and Regulations. The City reserves the right to establish reasonable rules and regulations governing the conduct of its employees not inconsistent with this Agreement.

### GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.0. Definition of Grievance. A grievance shall be a complaint by an employee covered by this Agreement or the Union alleging a violation of a specific provision or provisions of this Agreement.

Section 5.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Verbal Procedure. An employee with a grievance shall discuss the matter with the Fire Chief, or designated representative, within three (3) working days from the time of the occurrence of the events giving rise to the grievance or within three (3) working days from the time that the employee involved first knew or should have known of the facts giving rise to the complaint. If requested by the employee, a collective bargaining committee member may be present. The Fire Chief, or designated representative, shall give the employee concerned an oral answer to the grievance. Every effort shall be made to settle the grievance in this manner.

Step 2. Written Procedure. If the grievance is not satisfactorily settled in the Step 1 Verbal Procedure, the complaint shall be reduced to a written grievance within three (3) working days of the oral answer and submitted to the Fire Chief, or designated representative. The grievance shall be signed by the employee and a collective bargaining committee member and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. Within four (4) working days following the date the written grievance was submitted, a meeting shall be held between the Fire Chief, or designated representative, and a member of the bargaining committee to discuss the grievance. The Fire Chief, or designated representative, shall place an answer on the written grievance and return it to the collective bargaining committee member within five (5) working days following the date of the grievance meeting.

Step 3. City Manager Appeal. If the grievance is not satisfactorily settled in the Step 2 Written Procedure, it may be appealed by submitting the grievance to the City Manager, or designated representative, within three (3) working days following receipt of the Fire Chief's written answer in Step 2. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between the City Manager, or designated representative, and the bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) working day period, it shall be scheduled for a date mutually convenient to the parties. The City Manager, or designated representative, shall place a written answer on the grievance and return the grievance to the collective bargaining committee within five (5) working days after the meeting.

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the City Manager and the Fire Chief within twenty (20) working days following the receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the City Manager and the Fire Chief not later than twenty (20) working days following the date the City Manager's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the City's last disposition. The time limits for requesting arbitration may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 5.3. Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators, and thereafter the parties shall alternate making the final strike from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Union and the City. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses and representatives.

Section 5.4. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability has been affirmatively decided. All claims for back wages shall be offset by any unemployment compensation that the employee may have received during the period in question, provided however that if the Michigan Employment Security



Commission requires the employee to repay the unemployment compensation, the City will reimburse the employee for the amount repaid.

Section 5.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the City and employees in the bargaining unit.

Section 5.6. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties hereto, provided however, that the time limits may be extended by mutual agreement in writing. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration.

Section 5.7. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 5.8. Grievance Form. All written grievances must be presented on a grievance form which is mutually agreed upon.

#### DISCIPLINE

Section 6.0. Notice of Discharge or Suspension. The City agrees, promptly upon the discharge or suspension of an employee, to notify in writing the Union of the discharge or suspension. The employee shall be provided with a written statement specifying the charges against such employee.

Section 6.1 Discussion of Discharge or Suspension. A discharged or disciplined employee will be allowed to discuss his discharge or discipline with a member of the collective bargaining committee, so long as such discussion does not interfere with his assigned duties, and the City will make available an area where he may do so before he is required to leave the property of the City. Upon request, the City Manager or his designated representative will discuss the discharge or discipline with the employee and the collective bargaining committee member.

Section 6.2. Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step 2 of the grievance procedure within three (3) days of such action. The Union may file the grievance on behalf of the employee so disciplined.

#### STRIKE PROHIBITION

Section 7.0. No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that during the term of this Agreement neither it nor its officers,

representatives, committee members, its members nor the employees covered by this Agreement will, for any reason, directly or indirectly call, sanction, approve, ratify or engage in any strike, either complete or partial.

Section 7.1. Violation of No Strike Pledge. The City reserves the right to discipline an employee or employees, up to and including discharge.

## SENIORITY

Section 8.0. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Manistee Fire Department commencing with his last date of hire. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 8.1. Probationary Period. All employees shall be considered to be on probation and shall have no seniority for the first twelve (12) months of employment following their first day of work for the City in the Fire Department, after which time the employee's seniority shall be retroactive to their last date of hire. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the City's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

Section 8.2. Transfer Into Fire Department. If an employee is transferred from one bargaining unit recognized by the City to the Fire Department bargaining unit under this Agreement, the employee's length of service with the City shall be recognized for the purpose of benefits provided for in this Agreement, except for pay, promotion, layoff and any other benefits or terms for which the employee may by State or Federal law be ineligible. Effective on the date of the transfer, the employee shall enter into the probationary period set forth under this Agreement and shall acquire seniority in the Fire Department bargaining unit in the same manner as provided for other new employees under the provisions of this Agreement.

Section 8.3. Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate for any of the following reasons:

- (a) If the employee quits or resigns.
- (b) If the employee retires.
- (c) If the employee is terminated or discharged and the termination or discharge is not reversed.

(d) If the employee is absent from work for two (2) consecutive duty days without notifying the City, unless the employee's failure to notify the City is for a satisfactory reason.

(e) If the employee is absent from work for two (2) consecutive duty days, unless the employee's absence is for a satisfactory reason.

(f) If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is otherwise excused.

(g) If the employee is on layoff status for a period of twenty-four (24) consecutive months or the length of the employee's seniority, whichever is lesser.

(h) If the employee is on a disability leave or a worker's compensation leave for a period of twenty-four (24) consecutive months.

(i) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is otherwise excused.

(j) If the employee makes an intentional false statement on his employment application or on an application for a leave of absence.

(k) If the employee is convicted of a felony.

Section 8.4. Layoff and Recall. Whenever a reduction of employees is necessary, no matter what the circumstances are to cause such reduction, employees shall be laid off in inverse order of their length of service in the Fire Department. Recall to work shall be in reverse order of layoff.

Section 8.5. Humanitarian Transfer. Should an employee regularly employed by the City of Manistee as a fire fighter be incapacitated due to accident, illness of casualty, or through no fault of his own, be unable to perform his regular duties, such employee shall, if qualified, before or after some training by the City of Manistee, be given every consideration to fill any opening or position with the City of Manistee, provided that the filling of such position causes no conflict with any other contract between the City of Manistee and any other Union representing employees of the City. Also, such permanent employee will be given consideration to fill such position, due to his incapacity of holding his own position or duty, over and above any part-time employee or possible new candidate for the position. This section imposes no binding obligation on the employer.

Section 8.6. Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections in this Agreement. There shall be no duplication or pyramiding of leave benefits of types of absence.

Section 8.7. Right to Return. An employee promoted to the position of Fire Chief shall maintain a right to return to the bargaining unit during the six month probationary period as Fire Chief. During the six month probationary period the employee shall not pay union dues. In the event the employee returns to the bargaining unit prior to permanent appointment, dues accrued but unpaid during the six month probationary period shall be remitted to the Union. In that event the employee shall be credited with accrued seniority during the probationary period. The employee shall have the right to return to the position formerly occupied. If necessary that position will be made available by "bumping" employees who may have been reassigned during the probationary period.

In the event the employee is permanently appointed to the position of Fire Chief, accrued seniority shall be frozen effective the first date worked in the position of Fire Chief. In the event of future demotion (either voluntary or initiated by the City), the employee shall be placed on the four year fire fighter level.

## PROMOTIONS

Section 9.0. Promotions. The City and Union are committed to the maintenance and advancement of a qualified, experienced and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. It is also recognized that a meaningful promotional system must give due consideration to technical knowledge, aptitude, ability to lead and prior experience. Bargaining unit vacancies (except entry level positions) shall be filled by the promotion of current employees in accordance with the following procedures and provisions.

Section 9.1. General Provisions. Upon a vacancy occurring, notice of the vacancy together with a test announcement and appropriate test biography shall be posted in the department. Employees interested in participating in the promotional process shall submit a letter so indicating to the City Manager within fourteen (14) calendar days after the announcement is posted.

(a) The written test, oral board and paired evaluation shall be conducted no earlier than thirty (30) days and no later than sixty (60) days after the announcement was posted. The sixty day time limit may be extended by the mutual agreement of the City and the Union.

(b) In order to be eligible for promotion, an applicant must meet the following minimum criteria:

(1) Driver Engineer - must have four years experience as a fire fighter in the Manistee Fire Department.

(2) Captain - must have four years experience as a fire fighter in the Manistee Fire Department and a personnel history of no sustained disciplinary suspensions within the last three years. After June 30, 2003, Fire Officer I certification from the Michigan Fire Fighters Training Council is required.

(3) Assistant Chief - must be a current Captain in the Manistee Fire Department.

(c) The promotional process shall include the following criteria with the following percentages:

Written Test	40%
Oral Board	20%
Paired Evaluation	30%
Seniority	10%
Total:	100%

(d) The applicant testing for a promotion receiving the highest total score shall receive the promotion; ie. a Rule of One.

(e) In the event of a tie in the total score, the employee with the greatest seniority shall receive the promotion.

(f) On completion of the testing process, an eligibility list will be established listing candidates in order of their final score. The eligibility list shall remain in effect for any other vacancies in the affected rank which may occur within one year from the date of posting the first vacancy. Any vacancies which occur during the one year shall be filled by selecting the highest ranked candidate on the eligibility list. The eligibility list shall become void one year after the date of posting.

(1) The eligibility list shall not be posted. Individual scores and rankings shall be made available to the individual candidate and to the Union President.

Section 9.2. Written Test. A written test for the appropriate rank, prepared, administered and scored by the Michigan Municipal League, shall constitute forty percent of the total points available in the promotional process. The Michigan Municipal League shall forward an appropriate biography for the test which shall be made available at the same time and in the same manner that the vacancy is posted.

Section 9.3. Oral Board. An Oral Board shall be administered in accordance with the following and shall constitute twenty percent of the total points available in the promotional process. The Oral Board shall be scored on an evaluation form agreeable to the City and the Union.

The Fire Chief shall appoint the oral examining board which shall consist of not less than two command rank fire officers, at least one of which shall be a non-employee of the City. The employer shall endeavor to post the names of the oral examining board at least ten calendar days prior to the oral interview. Applicants who believe the non-employee board member might not be impartial shall deliver a written statement to the Fire Chief prior to the oral interview. If the City determines that the challenged non-City employee member of the oral board cannot be impartial, a new member shall

be appointed. The non-employee member shall be appointed from a similar Northern Michigan department.

Section 9.4. Paired Evaluations. Paired Evaluations among each candidate shall constitute thirty percent of the total points available in the promotional process. Paired Evaluations shall be on the form attached hereto as Exhibit I. The paired evaluations shall be conducted by all other members of the department.

Section 9.5. Promotional Seniority Points. Seniority shall constitute ten percent of the total points available in the promotional process. Candidates for promotion shall be credited one point for each year of seniority to a maximum of ten (10) years. For purposes of calculating seniority, one point will be given for each completed year of service from the date of hire to the date of posting. A maximum of ten (10) seniority points will be allowed.

Section 9.6. Total Score. Points from the Written Test, Oral Board, Paired Evaluation and Seniority shall be added together for a total score. The maximum possible total is 100 points.

Section 9.7. External Candidates. If no candidate meets the above minimum requirements for promotion or if no current employee applies for promotion, the employer shall seek candidates from outside the department. External candidates for the position must meet the same requirements as employees including experience, education, training and certification.

#### LEAVES OF ABSENCE

Section 10.0. Sick Leave. Full time employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualification:

(a) Each full time employee of the Fire Department shall earn six (6) hours of sick leave for each month of service.

(b) Each hour of sick leave credit shall equal one (1) hours pay at the employee's regular rate of pay when the sick leave is taken.

(c) The employee's sick leave accumulation shall be reduced by one (1) hour for each hour of sick leave taken; provided, however, that in instances where an employee is injured while on duty no time shall be deducted from the sick leave accumulation for that day.

(d) Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury or other disability. In addition, paid sick leave may be utilized during periods when workers compensation claims are pending, but employees may not retain duplicative paid sick leave and workers compensation benefits.

(e) The City Manager may request, as a condition of any sick leave in excess of twenty-four (24) hours, a medical certificate setting forth the reasons for the sick leave if there is

reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

(f) An employee is required to notify the Fire Chief or the duty officer as soon as the employee knows that absence from work will be necessary. Except in emergency circumstances beyond the control of the employee, an employee must, at a minimum, notify the Fire Chief or the duty officer of absence from work in advance of the employee's regularly scheduled starting time. Failure to do so prior to the employee's regular starting time shall mean that an employee is not entitled to paid sick days, except in emergency circumstances beyond the control of the employee. An employee who does notify in accordance with the requirements of this Section shall be entitled to sick leave and the use of paid sick days, provided the employee is otherwise eligible under the provisions of this Agreement. It is expressly understood and agreed that the minimum notification requirement set forth in this Section shall not eliminate the general rule that an employee is required to notify as soon as the employee knows that absence from work will be necessary. Unless other arrangements are made with the Fire Chief, the notification required in this Section shall be given prior to the beginning of each scheduled shift. Every employee returning from sick leave after being under a doctor's care shall submit the written approval of the doctor to return to work prior to performing his duties if requested by the City.

(g) At the end of each calendar year, all accrued but unused sick leave in excess of 72 hours shall be multiplied by the employee's straight time rate of pay, and that amount shall be paid to the employee.

(h) Delete sick leave bank provisions and pay Jerry Tabaczka 100% of the value of his account. This payment shall not be included in his compensation for purposes of retirement FAC.

(i) The Employer agrees to continue employees on the payroll for the first fourteen days of injury due to duty related instances. Such continuance shall not be deducted from the employee's sick leave time. The employee is to sign over workers' compensation payments for this period if the injury becomes compensable under statutes.

Section 10.1. Funeral Leave and Pay. Upon request, an employee will be granted a leave of absence with pay for up to a maximum of two (2) duty days that the employee is otherwise scheduled to work following the date of death of a member of the employee's immediate family in order to attend the funeral and take care of other necessary arrangements; provided, however, that the Assistant Fire Chief, with a normal work week of forty hours in accordance with Appendix D, shall be entitled to three (3) eight (8) hour duty days rather than the two (2) twenty-four (24) hour duty days. Immediate family shall be defined as spouse, child, parent, parent of current spouse, sister, brother, brother-in-law, sister-in-law, step-children, step-parents, grandparents and grandchildren. The maximum of two (2) scheduled duty days for which an employee may request and receive pay provided in this Section must be scheduled duty days of the employee occurring within four (4) calendar days following date of death. An employee granted a leave of absence under this Section shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay,

exclusive of all premium pay, on the duty days for which paid leave is granted. However, no day or days off with pay shall be allowed unless the employee attends the funeral.

Section 10.2. Disability Leave. A disability leave of absence shall be granted to an employee who is absent because of a non-work related injury, illness, pregnancy or other disability. The disability leave of absence will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than eighteen (18) consecutive months. A disability leave shall be with pay until such time as the employee has exhausted all paid leave benefits and thereafter shall be without pay. During the entire disability leave period the employee shall retain and continue to accrue seniority. The City may require the employee to provide a statement from his physician attesting to his inability to perform his job, and the City may require a medical examination by a physician chosen by the City at its cost. In the event of a dispute over the employee's inability to perform his job for purposes of this section, the employee's physician and the employer's physician shall mutually agree upon a third physician, whose determination will be final and binding. If an employee knows in advance that he will require a disability leave of absence, he shall promptly notify the City of the anticipated date for commencement of the leave. Upon return to work after a disability leave of absence, the City may require the employee to provide a statement from his physician attesting to his ability to perform his job, and the City may require a medical examination by a physician chosen by the City at its cost. In the event of a dispute over the employee's ability to perform his job and return to work, the employee's physician and the employer's physician shall mutually agree upon a third physician, whose determination will be final and binding. An employee's right to a disability leave of absence as provided above shall not be displaced or curtailed by Section 8.6.

Section 10.3. Unpaid Personal Leave. The City may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed six (6) months. Requests for a personal leave of absence shall be submitted in writing to the Fire Chief. All requests shall state the reason for the leave and must be signed by the employee. An extension of personal leave of absence may be granted by the City in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of one (1) calendar year. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the City Manager.

Section 10.4. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 10.5. Workers' Compensation Leave. An unpaid workers' compensation leave of absence shall be granted to an employee who is receiving workers' compensation benefits. A workers' compensation leave of absence shall not, however, exceed a period of 24 consecutive months. During any period where the employee is not receiving workers' compensation benefits, the employee shall be placed on a disability leave of absence, subject to the provisions applicable



thereto, and time spent on such a disability leave shall count towards any subsequent workers' compensation leave. During a workers' compensation leave of absence, an employee shall retain and continue to accrue seniority. An employee's right to a workers' compensation leave of absence as provided above shall not be displaced or curtailed by Section 8.5.

Section 10.6. Return to Work After Leave of Absence. Employees returning from employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the City reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner. An employee returning from a leave of absence who is not reinstated at his former job classification shall continue to have rights under Section 8.5 of the Contract. The City's failure to reinstate an employee to his former job classification shall be subject to the grievance and arbitration procedure. (See attached letter from City Manager.)

#### HOLIDAYS

Section 11.0. Holidays. The following days are recognized as holidays for purposes of this Agreement.

New Years Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve Day
Labor Day	New Years Eve Day
Veterans Day	Employees Birthday

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures. The Assistant Chief position working a forty hour week in accordance with Appendix D will observe the holiday. In the event a holiday falls on a Saturday, Friday shall be recognized as the holiday. In the event a holiday falls on a Sunday, Monday shall be recognized as a holiday.

Section 11.1. Holiday Benefits. Eligible employees shall be paid twelve hours at their regular rate of pay for each recognized holiday in accordance with normal payroll procedures; or each employee may elect to receive twelve hours of compensatory time off with pay at his regular straight time rate. On January 1 of each year each employee shall be granted twelve hours of compensatory time off with pay at his regular straight time rate for each of the previous year's recognized holidays for which he was not paid.

Example: An employee elects compensatory time for Christmas Eve Day which shall be available as compensatory time effective on the following January 1.

This compensatory time shall be taken within the twelve months following the January 1 determination date, at a time mutually agreed upon by the employee and the City; provided, however, that in the event that the compensatory time is not taken by December 31 it shall be paid in the last pay period of the calendar year.

Upon termination, retirement or death, an employee or his beneficiary shall be paid for all holidays he has earned and not used.

Section 11.2. Holiday Eligibility. Employees eligible for holiday benefits are subject to the following conditions and qualifications:

(a) The employee must work his hours on his last regularly scheduled day before and the first regularly scheduled day after the holiday unless on approved vacation leave or funeral leave; or other paid or approved leave that began less than 7 days prior to the holiday.

(b) An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to the holiday pay.

### VACATIONS

Section 12.0. Vacations. All full time employees with the required seniority as of January 1 of each year shall be granted a vacation with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Hours Pay</u>	<u>Time Off</u>
1-2 years	56	1 week
3-7 years	112	2 weeks
8-14 years	168	3 weeks
15-22 years	224	4 weeks
23 years or more	280	5 weeks

The Assistant Chief's position working in accordance with Appendix D shall receive vacation benefits based on a forty hour work week rather than a fifty-six hour work week. For example: with 1-2 years of seniority one forty hour week of vacation would be granted rather than one fifty-six hour week of vacation.

Section 12.1. New Hires. Full time employees who fail to qualify for a vacation in accordance with the foregoing plan because they have not completed one (1) year of service on the January 1 determination date shall receive a vacation leave with pay upon completion of one (1) year of service. The employee must take his vacation by the December 31st immediately following his first commencing date of hire.

Section 12.2. Vacation Scheduling. Employees may schedule time off for their vacations during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the City's rules, provided that, in the opinion of the City, such time off does not unreasonably interfere with the efficient operation of the Department and the City's obligations to the public generally. Vacation leaves of less than one (1) duty day shall not be allowed unless specifically authorized by the Fire Chief and the City Manager. Vacation leave shall be considered mandatory. Vacation leave may not be accumulated from year to year.

Section 12.3. Vacation Basis. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave.

Section 12.4. Termination and Retirement. Upon termination, retirement or death, an employee or his beneficiary shall be paid for all earned vacation he has to his credit at that time.

Section 12.5. Vacation Buy-Out. Employees eligible for more than two (2) weeks of vacation in any year may, at their discretion, receive pay in lieu of time off for all vacation leaves in excess of the two (2) weeks.

#### HOURS OF WORK AND PREMIUM PAY

Section 13.0. Work Week and Duty Shift. The work period shall be a period of twenty-eight (28) consecutive days. A normal duty shift shall consist of twenty-four (24) hours of duty. An employee's work week shall average fifty-six (56) hours per week with no less than twenty-four (24) consecutive scheduled hours off and no more than twenty-four (24) consecutive scheduled hours on duty out of any forty-eight (48) hour period. For purposes of determining hours worked, authorized vacation, sick leave and holidays shall be considered as time worked for purposes of totaling an employee's number of scheduled duty days over the course of the calendar year. In the event the City believes that conditions warrant a change in the work week or duty schedule, the City will negotiate with Union before implementing any changes in the work week or duty schedule. The Assistant Chief's normal work week and duty shift shall be established in accordance with Appendix D.

Section 13.1. Premium Pay.

(a) Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of twenty-four (24) consecutive hours.

(b) An employee's regular straight time rate of pay shall be determined by dividing his annual salary by two thousand nine hundred and twelve (2,912).

(c) There shall be no pyramiding or duplication of premium or call-back pay.

(d) The Assistant Chief's position working in accordance with Appendix D shall receive time and one-half the employee's straight time regular rate of pay for all hours worked in excess of

eight hours per day, or forty hours per week. The employee's regular straight time rate of pay shall be calculated based on a 2,912 hour work year for voluntary overtime. The regular straight time rate of pay shall be calculated based on a 2,080 hour work year for call back pay.

Section 13.2. Call-Back Pay. Employees called to work at times other than their regularly scheduled duty shift shall receive a minimum of four (4) hours pay at time and one-half (1-1/2) their straight time regular rate of pay. Employees who are called back to work may be required to work the full four (4) hours.

Section 13.3. Trading of Shifts. The Fire Chief or the officer in charge shall allow employees to trade shifts provided he is notified ahead of time, and the employee taking another's place is qualified to do so, and he does it of his own free will.

Section 13.4. Normal Maintenance Hours. Normal maintenance of the Fire Hall, living quarters and equipment of the Fire Department shall be done by employees covered by this Agreement between the hours of 8:00 a.m. and 5:00 p.m., except in the case of emergency.

No employee covered by this Agreement shall regularly be required to perform the normal duties of any other Department of the City.

Section 13.5. Classification and Rates. Listed in Appendix "A" and incorporated herein are the wages for the respective classifications covered by this Agreement. A copy of the wage scale is to be provided to the Union collective bargaining committee by the City Manager.

Section 13.6. Longevity. Longevity pay shall be paid to all employees covered by this Agreement according to the following formula:

$$(\text{Years of Service}) \times (\$25) = \text{Longevity Pay}$$

It is specifically understood and agreed that \$25 is the amount to be paid if the employee has at least one (1) year of service. The maximum longevity payment is \$625. Longevity pay shall be payable in the first pay period of December each year.

#### ALLOWANCES

Section 14.0. Food Allowance. Each employee shall receive a food allowance to be paid in quarterly installments. Quarterly installments shall be paid in the first pay periods in January, April, July and October. The following amounts will be paid.

$$7/1/00 = \$140.00 \text{ per quarter} \quad 7/1/01 = \$145.00 \text{ per quarter} \quad 7/1/02 = \$150.00 \text{ per quarter}$$

The Assistant Chief's position working in accordance with Appendix D shall receive one-third of the amounts noted in Section 14.0 above.

Section 14.1. Cleaning and Laundry of Uniforms. Each employee shall receive a cleaning allowance of one hundred dollars (\$100) per year, payable the first pay period in June.

Section 14.2. Shoe Allowance. Effective July 1, 1990 the City shall furnish or pay for one pair of shoes per year for each employee. The City shall administer this provision as it administers the identical provision under the POAM contract. The employee may use the shoe allowance to purchase galoshes/overshoes.

## INSURANCE

Section 15.0. Hospitalization Insurance. The City will make available a group insurance program providing the hospitalization, surgical and medical coverages listed in Appendix B for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program.

The specific terms and conditions governing the group insurance program are that set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full time position. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium, if any.

During the term of this Agreement, the City agrees to pay up to \$508.29 per month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plans. This amount shall be increased by the amount of health and dental care premium increases that shall become effective through June 30, 2003. Employees electing sponsored dependant and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. The City's liability under this section shall be limited to these payments.

Section 15.1. Dental Insurance. The City will make available a group insurance program providing the dental coverages listed in Appendix C for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the City in a full time position. Employees electing to participate in the group insurance plan shall advise the City in writing of this intent and shall make arrangements satisfactory to the City for the payment of the employee's portion of the required monthly premium, if any.

Section 15.2. Sickness and Accident Insurance. Effective July 1, 1990 all employees shall be eligible for sickness and accident insurance coverage in an amount equal to 70% of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the eighth (8th) day of disability due to sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Except as provided in Section 10.0. Paid Sick Leave., no employee shall duplicate or pyramid paid sick leave and sickness and accident benefits. The City agrees to pay the total premiums required for eligible employees.

In the event that an employee's compensation claim is contested which results in no sick and accident reimbursement until after the compensation dispute is resolved, leaving the employee with neither workers' compensation payments nor sick and accident payments, the City agrees to pay the lesser of the two amounts until such time as the lesser benefit is exhausted. Upon resolution of the dispute, the employee must make restitution as appropriate.

Section 15.3. Term Life Insurance. Effective July 1, 1990 all full time employees shall be eligible for term life insurance policy coverage in an amount of \$20,000 with double indemnity for accidental death and dismemberment after completion of the waiting period presently in effect. The City agrees to pay the total premiums required for eligible employees.

Section 15.4. Insurance Carrier. The City reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially the same.

Section 15.5. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, resigns, is laid off, or commences an unpaid leave of absence, the City shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the premium month in which the discharge, quit, resignation, layoff, an unpaid leave of absence commences. The City shall continue to pay the insurance premiums for employees on a disability leave of absence for up to six months and for employees on a workers' compensation leave of absence for up to eighteen months. Employees on City approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the City, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The City shall resume payment of insurance premiums for eligible employees who return to work as of the first (1st) day of the premium month following the date of the employee's return to work.

Section 15.6. Retiree Insurance Coverage. Upon receipt of retirement benefits until age 65 or eligibility for Medicare, whichever comes first, the city shall pay 50% of the premium for continued insurance coverages, including dependent coverages, except that the city's cost shall not exceed \$250 per month under any circumstance. In order to be eligible for such continued coverage the employee must pay the employee's share of the insurance coverages to the city in advance.

In the event that a retiree elects not to receive continued insurance coverage, the retiree shall receive an amount equal to the City's then current single person coverage cost not to exceed \$250 per month.

Section 15.7. Payment of Hospitalization and Dental Insurance. The City shall pay the required premiums for each participating employee, including dependent coverage, for the group hospitalization and group dental insurance programs.

#### MISCELLANEOUS

Section 16.0. Bargaining Unit Erosion. During the term of this Agreement, employees of the Fire Department of the City of Manistee shall continue to perform work normally and customarily performed by employees of the Manistee Fire Department as in the past. It is understood that this provision shall not preclude the City from being a party to any mutual aid pact or any similar agreement with cities or municipalities or to utilize volunteers to supplement the employees of the Fire Department of the City of Manistee.

Volunteer fire fighters shall not be counted for the purpose of complying with the Letter of Understanding regarding on-duty minimum manpower.

Full-time fire fighters shall not be responsible for the training to certify volunteer fire fighters.

Section 16.1. Pay Period. The pay period shall be on a weekly basis.

Section 16.2. Safety. The City shall keep all equipment in a safe working condition, and all employees will operate all equipment in a safe and sensible manner at all times. Any and all defects in equipment will be reported immediately after they are discovered.

Section 16.3. Absences. Employees planning to be away from their jobs shall notify the Fire Chief or officer in charge and make arrangements for another employee to take their place.

Section 16.4. Uniforms and Equipment. The City shall pay 100% of the cost of all uniforms and personal protective equipment that are required.

Section 16.5. Residency. Employees are required to maintain a bonafide residence and their primary domicile within twenty (20) miles of the Manistee City limits. The parties agree to identify the boundaries on a mapped area.

Section 16.6. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 16.7. Separability. Any part of this Agreement which shall conflict with applicable State or Federal law, now or in the future, shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law, now

or in the future, the parties shall upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 16.8. Reemployment Following Active Military Service. Employees who leave the employment of the City to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the City. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the City in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 16.9. Pension.

(a) Benefits for employees retiring under the city's fixed benefit pension program shall be provided as follows: Normal retirement at age 50 with 25 years of service; a service factor based on 2.5% per year of service not to exceed 75% maximum compensation; final average compensation shall be based on best 3 of 5 year FAC; other benefits and conditions as currently contained in the city pension ordinance covering fire fighters.

(1) Employees who retire between January 1, 2001 and June 30, 2003 shall have a service factor of 2.815% per year of service not to exceed 75% maximum compensation. The age 50 requirement shall be waived for employees who retire under this subsection. For retirements occurring after June 30, 2003, the normal retirement shall revert to age 50 with 25 years of service and a service factor of 2.5% per year of service not to exceed 75%.

(b) Effective July 1, 2001 the employee's contribution rate shall be reduced from 6% to 5%.

(c) Effective July 1, 1994 fire fighters in the bargaining unit shall only be entitled to participate in the city's fixed benefit pension ordinance covering fire fighters. Those previously electing to participate in the city's defined contribution program may continue to do so.

(d) Should the city improve benefits for current retirees, the union may reopen the contract as it relates to pension benefits.



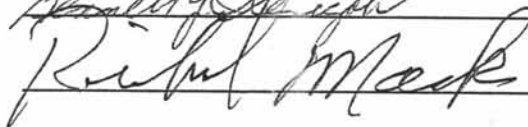


TERMINATION


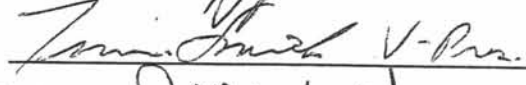
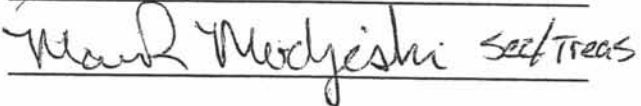
Section 17.0. Term of Agreement. This agreement shall become effective on the date executed and shall remain in full force and effect through June 30, 2003, at 11:59 p.m. and thereafter for successive periods of one calendar year unless either party shall on or before the 90th calendar day prior to expiration deliver written notice to the other party of a 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 the entire Agreement on the expiration date in the same manner as notice of desire to terminate.

In the event negotiations/mediation extend beyond the stated expiration date of this agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract or issuance of an Act 312 award.

CITY OF MANISTEE

  
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LOCAL 645, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
AFL - CIO

  
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APPENDIX "A"

WAGES

Effective the first pay period beginning on or after the dates indicated, the following annual wage rates shall be paid for the classifications indicated:

<u>Classifications</u>	<u>7/1/00</u>	<u>7/1/01</u>	<u>7/1/02</u>
Assistant Fire Chief	39,313	40,492	41,707
Captain	38,046	39,188	40,363
Driver Engineer	35,114	36,167	37,252
Fire Fighter			
4 Year	34,020	35,040	36,092
3 Year	31,512	32,457	33,431
2 Year	29,003	29,873	30,769
1 Year	26,493	27,287	28,106
6 Months	24,169	24,894	25,641
Start	23,506	24,211	24,937

## APPENDIX B

The following coverages will be provided under the group hospitalization program:

### Blue Cross/Blue Shield

The Blue Preferred PPO Plan Option 1 will be the base coverage with the Preferred Rx \$5.00 drug card. The City will provide a flexible benefit option. If available from providers, employees may select additional or alternate insurance riders such as optical, orthodontics or other. If the cost exceeds Option 1 above, the additional coverage will be at the employee's cost which will be handled through a payroll deduction.

If the employee has alternate coverage, the employee may opt out of the City's coverage. In that event the employee will receive credit in an amount equal to the then current City cost for single person coverage. That amount may be spent on other insurance riders that may be available, on a deferred compensation account for the employee or for some other pre-tax benefit. This amount will not be paid directly to the employee in any form which is taxable.

APPENDIX C

The following coverages will be provided under the group dental program:

Blue Cross/Blue Shield

Dental Plan "a" with basic 50-50 co-pay, \$800 maximum yearly amount.

## APPENDIX D

The normal work week and duty shift for the Assistant Fire Chief shall be an eight hour duty day, Monday through Friday. The Assistant Fire Chief's work week shall average forty hours per week. In the event the City, the Union or the Assistant Fire Chief believes that conditions warrant a change in the work week or duty schedule, that matter will be negotiated before implementing any changes in the work week or duty schedule.

CITY OF MANISTEE

-and-


LOCAL 645, INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO

Letter of Understanding

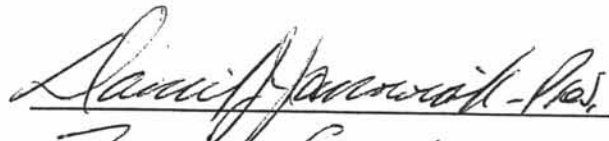
The City and the Union acknowledge that the Manistee Fire Department is a small unit, consisting of only 8 people including either the Assistant Chief or a Fire Chief. No distinction will be made relative to bargaining unit work.

The City and the Union agree that the on duty responding force in the Fire Department shall not be less than two men; provided however that during the Fire Chief's regularly scheduled work hours (40 hours per week) the Fire Chief may fill one of these two positions for periods not to exceed 4 hours. Periods longer than 4 hours per day must be filled by calling in bargaining unit members.

CITY OF MANISTEE

  
\_\_\_\_\_  
Bennett  
Richard Mack  
\_\_\_\_\_

LOCAL 645, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO

  
\_\_\_\_\_  
Sheriff  
Tom Smith V-Pres  
Mark Modjeski Sec/Treas  
\_\_\_\_\_

**SUPPLEMENTAL AGREEMENT**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
AND  
THE CITY OF MANISTEE**

**PHYSICAL FITNESS STANDARDS**

This agreement is entered into this 1st day of July, 1997 by and between the City of Manistee, a Municipal Corporation, hereinafter referred to as the "City"; and the International Association of Fire Fighters, hereinafter referred to as the "Union".

The overall purpose of this supplemental agreement is to establish physical fitness standards for the Fire Department. These standards are established to promote employee safety while performing job functions and improve the overall physical health and fitness of the employee to the benefit of the individual and the City.

This supplemental agreement establishes two different programs; 1.) a mandatory program for all employees hired after July 1, 1997; and 2.) a voluntary program for all other employees. The mandatory program will require new employees to maintain the level of health and fitness demonstrated at the time of hire as a condition of continued employment. The voluntary program will encourage employees to develop and maintain a level of health and fitness. The incentives are available to all employees.

**FITNESS STANDARDS**

The YMCA Physical Fitness Test Battery is adopted as the standard for fitness. The YMCA has established different standards to reflect both age and sex differences with norms established for different age and sex categories. That battery is attached and will be referred to as the "standard".

The standard is designed to measure physical fitness. Alternative procedures developed by physical fitness professionals may be substituted in whole or in part; so long as the relative fitness profile remains the same. For example, the physical endurance and oxygen uptake ratings established as the standard may be achieved on either a stationary bike or a treadmill. Similarly curl ups of sufficient number may be substituted for situps.

The noted exercises are methods of demonstrating physical fitness and alternatives which demonstrate the same level of fitness are acceptable. Disagreements regarding the appropriateness of substitution shall be resolved by independent physical fitness professionals.

Testings shall be annually scheduled in May. Employees subject to mandatory standards shall be tested on paid time. Employees subject to voluntary standards may be tested on duty time but will not be paid overtime for testing.

MANDATORY PROGRAM. Employees hired to the Manistee Fire Department after July 1, 1997 must achieve the "above average rating" for each of the four measured categories of the standard. These include PWC and VO2 on stationary bike or treadmill, flexibility, bench press and sit-ups. The employee is required as a condition of employment to maintain that rating during his/her tenure as an employee.

Employees who fail to achieve the above average rating during the annual evaluation will undertake a remedial physical fitness program. While the City will participate in paying part of the cost of that program as described in the following, the responsibility for achieving and maintaining the required level of physical fitness remains with the employee.

Approximately 90 days after the employee first failed to achieve the required rating, the employee will be retested. If the employee fails to achieve the required rating on the retest, a written reprimand shall be placed in the employee's personnel file.

A retest shall be conducted approximately 90 days after the employee's second failure to achieve the required standard. If the employee fails the retest, the employee shall be suspended for one week (56 hours) without pay.

A retest shall be conducted approximately 90 days later. If the employee fails the retest he/she shall be discharged for cause.

If the employee achieves the above average rating on any of the retests noted above, the employee will not be subject to further testing until the following May. All employees under the mandatory program shall be tested in May regardless the number or timing of retests.

If an employee fails to achieve the standard on the original test or a retest, he/she may request that a physical be conducted by the City physician at the City's expense. In the event that the physician determines that a medical problem exists, the employee shall undertake the prescribed actions to regain physical health and fitness. Testing shall be rescheduled according to the physician's direction. If the City physician finds no medical problem that would prevent the employee from achieving the standard, retesting shall occur as scheduled.

An employee may submit a statement from the employee's physician that a medical condition exists which prevents the employee from achieving the above average rating. In that statement the employee's physician must also certify the employee's continued fitness for regular work or the employee shall be placed on a disability leave of absence in accordance with Section 10.2 of the agreement.



VOLUNTARY PROGRAM. Employees hired before July 1, 1997 may (but are not required) to undertake the annual physical fitness testing in May. In the event the employee chooses to participate in the testing the cost of the testing shall be borne by the City. The testing may occur on scheduled duty time. Testing shall not be considered for purposes of overtime, call in pay, double back pay or any other premium pay.


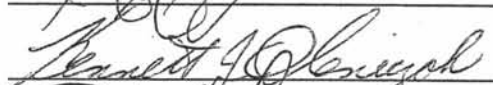
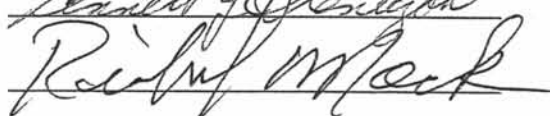
In order to receive the City subsidy at a fitness club an employee must achieve the above average rating on each of the four measured categories. In the event that an employee does not receive the above average rating, no City subsidy to a fitness club shall be provided. The subsidy may start again after the employee has achieved the above average rating on his/her time and at his/her expense.


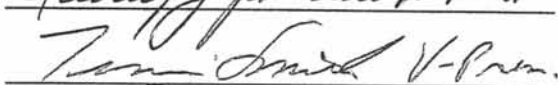
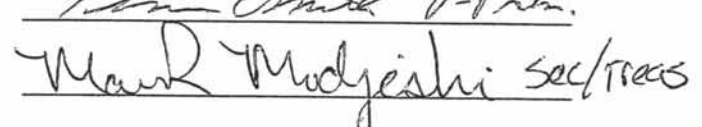
INCENTIVES. The City shall pay 1/2 of the annual membership cost of a fitness club of the employee's choice, not to exceed \$200.00 per year. The City subsidy shall be paid directly to the fitness club on terms negotiated by the City as most economical for the City. Employees who undertake some other physical fitness program are not eligible for a subsidy.

Employees who achieve the good rating on all four measured categories of the standard in the May testing shall receive a physical fitness bonus of \$100.00 payable with the first payroll check issued in June. Employees who achieve the excellent rating on all four categories shall receive a \$200.00 physical fitness bonus paid in the same fashion.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS

CITY OF MANISTEE

  
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## LETTER FOR REFERENCE

(Original Letter was dated June 18, 1997 and was signed by R. Ben Bifoss, City Manager and is on file in the Manager's Office.)

June 18, 1997

Dan Janowiak  
IAFF - President  
281 First Street  
Manistee, Michigan 49660

SUBJECT: Return from Disability Leave

Dear Dan:

During the course of contract negotiations for the agreement beginning July 1, 1997 we spent considerable time discussing the issue of firemen returning to work after a leave of absence; whether disability, sick, comp or other. While we agreed that no additional language items need be added to the contract, we also agreed that the City would not create or impose any physical fitness requirements as preconditions for any physician's evaluation of an employee's ability to return to work.

For example, the City would not require what has been referred to as an agility test. However this would not preclude the City physician from requiring performance standards as part of their diagnostic evaluation, if that was deemed necessary by the physician in their sole judgement.

I trust this correspondence clarifies our discussions on this matter. Please feel free to contact me if your understanding is contrary to what I have outlined above. Thank you.

Sincerely,

CITY OF MANISTEE

R. Ben Bifoss, City Manager

RBB:cl

RESULTS AND PAIRED EVALUATION

MANISTEE FIRE DEPARTMENT

OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

ITEM

1. Knowledge of Work. Knowledge of fire practices and procedures, including specialized training or education?
2. Initiative. Personal motivation to do the job without waiting for direction?
3. Dependability. Ability to complete assignments with limited supervision, to meet deadlines and complete tasks?
4. Public Relations. Courteous and helpful to all of the public, even those who don't deserve it?
5. Attendance. Reliable in attendance at work, willing to take overtime, put in extra hours and not take excessive time off?
6. Communication Skills. Communication skills, including the ability to communicate with the public and complete written reports?
7. Personal Appearance. Professional appearance including physical condition, uniform appearance, overall demeanor?
8. Total Performance. Overall job of serving the citizens of the City of Manistee?

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Reviewing Departmental Member

