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6/30/2005

AGREEMENT
BETWEEN
THE CITY OF MARQUETTE
AND
MARQUETTE FIREFIGHTER'S ASSOCIATION
LOCAL #643

Effective

July 1, 2001 - June 30, 2005

Marquette, City of

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2001, by and between the CITY OF MARQUETTE, MICHIGAN, a Municipal Corporation, hereinafter referred to as the "CITY" and LOCAL 643 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as the "UNION".

ARTICLE 1 - PURPOSE OF AGREEMENT

It is the purpose and intent of this Agreement to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto. It is also the purpose of this Agreement to achieve and maintain harmonious relations between the "City" and the "Union"; to provide for equitable and peaceful adjustment of differences which may arise, and to promote the morale, well-being, and the security of the employees.

ARTICLE 2 - RECOGNITION CLAUSE

The "City" recognizes the "Union" as the sole and exclusive bargaining agent for all non-probationary firefighters except for the Fire Chief.

ARTICLE 3 - DUES CHECK-OFF

The "City" agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary/Treasurer of the "Union" from the pay of those employees who individually request in writing that such deductions be made.

The "City" further agrees to withhold from employee's pay, special assessments with proper authorization from the employee, and remit the same to the "Union" Treasurer.

The total amount of deductions shall be remitted each month by the "City" to the "Union" Treasurer.

ARTICLE 4 - UNION SECURITY

Agency shop. Any employee who is not a member of the "Union" and who does not make application for membership shall, as a condition of employment, pay monthly to the "Union" service fees equivalent to any dues uniformly required of the members of the "Union" as a contribution toward negotiations and contract administration.

ARTICLE 5 - UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the "City" against any employee covered by this Agreement for his "Union" membership or activities.

Union members may be selected to attend a "Union" sponsored or co-sponsored event. A maximum of one-hundred twenty (120) working hours shall be allowed per fiscal year for such leave.

The Executive board of the "Union" shall give written notice to the Fire Chief two weeks prior to the event. The use of "Union" hours will not result in the implementation of minimum manning. Approval of use of these hours will not be unreasonably withheld by the Fire Chief.

The representative shall be allowed time off without loss of time or pay to attend. Employees may not take time off from work which is not authorized by the terms of this Agreement, except mutually agreed to by both the "City" and the "Union".

ARTICLE 6 - DEPARTMENT RESPONSIBILITIES

The Department agrees to provide Fire Prevention, Basic Rescue Service, Fire Suppression, Routine Building, Vehicle and Equipment maintenance, and other fire related services to the citizens of the City of Marquette. Community service activities will be performed with adequate man power which is to be determined by the Fire Chief. Fire protection will also be provided in other areas where mutual aid agreements have been signed by the parties.

The "City" agrees to provide its fire fighters adequate training and education to enable them to carry out their assigned duties. The "City" further agrees to provide at its expense, all training required by State and Federal Law, and by the Michigan Fire Fighters Training Council, and these standards are hereby incorporated by reference in this agreement.

Whenever training or education required by this article, is scheduled during a fire fighters duty day, that fire fighter will be released from duty with pay to attend such training or education. Fire fighters under this article must work their regular shift prior to attending training or education, and return to duty promptly upon completion of that training or education. When training takes place during a duty shift, any time off hours must be pre-approved by the Fire Chief.

All fire fighters required to attend training or education outside of their regularly scheduled work shift shall be compensated with compensatory time at the rate of one-and-one-half hours for each hour worked.

ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-management Committee consisting of at least two (2) "Union" representatives and at least two (2) "City" representatives. The Union's committee shall consist of a minimum of two officers of the Union. The City's committee shall consist of at least the Fire Chief and the Director of Human Resources. The purpose of this committee shall be to attempt to amicably resolve issues of mutual concern.

The committee shall meet on the request of either party or when deemed necessary by either

party to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the "Union" and the "City".

ARTICLE 8 - MANAGEMENT RIGHTS

The "City" on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Michigan Code and any modifications made thereto, and any resolutions passed by the city-elected officials or rules and regulations of appointed officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically limited in the contract, are reserved to and remain vested in the "City".

ARTICLE 9 - LAYOFF DEFINED

The word "layoff" means a reduction in the workforce. In the event it becomes necessary for a layoff the employer will provide sixty (60) calendar day notice of layoff. The employer will meet with the executive board of the union and make available the names of the affected employees to be laid off.

When a layoff takes place employees still on probationary status will be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

Layoff/Recall-When the work force is increased after a layoff, employees will be recalled according to their seniority. The most senior employee on layoff being recalled first. Certified mail will be used to contact the employee who is on layoff.

ARTICLE 10 - MAINTENANCE OF CONDITION

Wages, hours, and conditions of employment including, but not limited to, benefits, policies, procedures and administration of fringe benefits and pension plans in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement, whether those benefits be procedural or substantive.

ARTICLE 11 - PROMOTIONS AND POSTING

All posted promotional opportunities and newly created positions will be filled by the promotion procedure. Employees interested shall apply by completing the appropriate form in the Human Resources Department.

Posting and testing for promotion, wherever possible, will be started three (3) weeks prior to

the position opening.

POSTING OF PROMOTION

The posting of the promotion will be done by the Fire Chief within forty-eight (48) hours after the Board has reached a decision. The posting will include the name of the candidate promoted and rank. (Other candidates may ask the Fire Chief as to their finish on a one to one basis). The promotion will take effect as set forth in the notice of promotion. During the trial period, employees will receive the rate of pay of the job they are performing.

TRIAL PERIOD

All persons promoted will be given a 365 day trial period that will include an evaluation by the Fire Chief or his designee as to his performance and ability in that position. During the 365 day trial working period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing. In the event the employee disagrees, it shall be proper subject for the grievance procedure.

PROCEDURE FOR FILLING POSITIONS

Engineer, Relief Engineer, and Fire Fighter positions will be filled by seniority. Sergeants, Lieutenants and Captains positions will be filled by a written and oral test procedure.

Sergeant, Lieutenant and Captain's positions will be filled by the following procedure:

WRITTEN TEST

This thirty-five question test will be made up by the Fire Chief or by an individual appointed by him (not to include one of the prospective candidates). Written tests for each classification will consist of the same questions for all candidates.

Lieutenants and Sergeants will be eligible to test for Captain's positions. Sergeants and Engineers will be eligible to test for Lieutenant's positions. Engineers will be eligible to test for Sergeant's positions.

ORAL TEST

The Board for the oral test will be made up of three people:

- a. City Manager or designee;
- b. Fire Chief
- c. One person to be selected by the "Union". This person will be a Fire Department

officer equal to the level being promoted or above, active in a fully-paid Fire Department. The cost of travel, lodging, and meals will be split equally between the "Union" and the "City" in accordance with City policy.

The Board will evaluate the candidate in the following manner:

- a. Written test value: 35 points
- b. Oral test value: 55 points
- c. Seniority point value as follows One-half (1/2) point for each year of service.

The Board may or may not ask the candidates about all of the above, and any other questions it sees fit. Questions asked during the oral and written test will be pertinent to the duties of the position. The Director of Human Resources will provide the Board with the candidate's personnel file and the candidate can also be asked about material in the file.

ARTICLE 12 - GRIEVANCE PROCEDURE

DEFINITIONS

Immediate Supervisor: Either the Shift Lieutenant or Captain

Day: Monday through Friday, excluding holidays.

PROCEDURE

Step 1 - Immediate Supervisor (Verbal)

Should an employee feel that his rights and privileges under this Agreement have been violated, he and his chosen representative, shall verbally consult with his immediate supervisor within five (5) days of the event.

If a settlement is not reached by such a conference, the employee and his union representative will submit his grievance orally to the Fire Chief within five (5) days.

Step 2 - Fire Chief (Verbal)

If a settlement is not reached by this conference, the employee may submit his grievance in writing within five (5) days thereafter to the Fire Chief and the Human Resources Manager.

Step 3 - Fire Chief and Human Resources Manager (Written)

The Human Resources manager will, within five (5) days, give their reply to such grievance in writing.

Should an employee decide that the reply of the Fire Chief and the Human Resources Manager is unsatisfactory to him, he or his chosen representative may within five (5) days after receipt of same submit his written grievance to the City Manager.

Step 4 - City Manager (Written)

The City Manager will within five (5) days of the receipt of same, notify the aggrieved employee and the Fire Chief of a hearing date thereon. Hearing dates scheduled before the City Manager will be scheduled no sooner than two (2) days or later than five (5) days from the date of notice. The City Manager will submit his written decision to the aggrieved employee within five (5) days after the hearing date.

If the decision of the City Manager is unsatisfactory to the employee, the Union may then have the right to proceed to binding arbitration within seven days of the City Manager's response by submitting the grievance to the American Arbitration Association. A mutually agreed upon arbitrator will be appointed to hear and reach a decision on the grievance.

Step 5 - Arbitration (Written)

There shall be no appeals of the arbitrator's decision unless the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud or "other" unlawful action; in which case, either party shall have the right to appeal to a court or proper jurisdiction.

The arbitrator shall make judgment based on the expressed terms of this Agreement, and shall have no authority to add or subtract from any of the terms of this Agreement. The award of the arbitrator shall be binding on the "Union", its members, the "City" and its agents. If either party misses any of the time deadlines as set forth in any of the above-referred to sections, (unless such time limits shall be waived, in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

The arbitration decision will include the party responsible for payment of the costs incurred by the arbitration process.

In any grievance involving any monetary loss to an employee (dismissal, demotion, suspension and the like) found to have been in violation of this contract or in violation of the law by the fact-finding procedures, the "City" shall immediately satisfy the aggrieved employee with back pay from the time to grievance occurred, and shall restore all privileges to which the employee would have been entitled had the grievance not occurred.

ARTICLE 13 - HOURS

- A. Fire suppression personnel shall work a three (3) platoon twenty-four (24) hour shift.

- B. The twenty-four (24) hour shift shall commence at 0700 hours and continue through 0700 hours the following day.
- C. Fire suppression personnel shall work a fifty-three (53) hour average work week in accordance with Federal and State Laws.
- D. Also, where applicable, Fire Personnel shall work an eight (8) hour shift and 40 hour average work week. Work hours shall be as follows: Monday through Friday; 0700 hours to 1600 hours.
- E. Command Personnel will report before the start of each shift or will remain at the end of each shift to allow for duty-connected information exchanges between the shifts.
- F. No unnecessary work shall be performed on any department premises on Sundays or holidays.
- G. The routine duty day shall commence at 0700 and end at 1700 hours. 0700-0720 shall be reserved for basic vehicle and personal equipment checks. 1100-1300 hours will be regarded as the general exercise, lunch, and rest period. One member shall remain on the floor at all times. Every effort shall be made not to schedule work details during this period.
- H. There will be two suppression personnel allowed off on vacation, over time, or compensatory time on each shift. In the event of personnel shortages due to injury, illness, other unusual circumstances, unplanned vacation or comp days shall be subject to the Fire Chief's approval.

ARTICLE 14 - RATES OF PAY

	<u>3% effective</u> <u>July 1, 2001</u>	<u>4% effective</u> <u>July 1, 2002</u>	<u>0% effective</u> <u>July 1, 2003</u>	<u>3.5% effective</u> <u>July 1, 2004</u>
Captain	41,880	43,555	43,555	45,079
Captain / Fire Inspector	41,880	43,555	43,555	45,079
Lieutenant	38,401	39,937	39,937	41,335
Sergeant	36,510	37,970	37,970	39,299
Engineer	35,609	37,033	37,033	38,329
Relief Engineer	34,945	36,343	36,343	37,615
Firefighter (24 months)	34,770	36,161	36,161	37,427
Firefighter (18 months)	31,292	32,544	32,544	33,683
Firefighter (12 months)	27,815	28,928	28,928	29,940
Probationary Firefighter	26,075	27,118	27,118	28,067

MISCELLANEOUS

If an employee is temporarily required to work at a job paying a lower wage scale than his regular employment calls for, such employee's pay shall be maintained at his regular rate when employed on such temporary work.

If an employee is required to work on a job paying a higher wage scale than his regular employment calls for, he shall be entitled to a rate at the higher wage scale while engaged in such temporary work; provided, however, that if an employee temporarily performs the duties of an assistant to the Fire Chief, the additional compensation to which he shall be entitled shall be determined by the Director of Human Resources.

In the absence of a Sergeant or Lieutenant during the duty shift, the Senior Engineer shall receive the equivalent to Sergeant's pay for each shift worked in that capacity.

Effective July 1, 2001, the position of Lead Fire Inspector is reclassified to that of a Captain/Fire Inspector at the Captain rate of pay. This change does not create a new position and is not subject to the promotion procedures. When a vacancy occurs in the future, the Captain/Fire Inspector position will be filled pursuant to Article 11, Promotions and Postings, in the collective bargaining agreement.

ARTICLE 15 - PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be considered a probationary employee for the first 365 days of their employment provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to sickness or other reasons.
- B. For the first 180 days of employment, probationary employees are not entitled to food allowance, use of vacation and sick leave, and life insurance. Probationary employees subject to this Article may be terminated by the employer at any time during the 365 probationary period and shall not have recourse to the grievance and arbitration procedure, when separated, except employees discharge for Union actions.
- C. An extension of the probationary period may be granted at the "City's" discretion for a period not to exceed two (2) months, to the original 365 days limit, provided, such extension is necessary to evaluate the employee's performance. Job performance and extenuating circumstances shall be grounds for such extensions.
- D. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire or date of transfer into the bargaining unit. There shall be no seniority among probationary employees.

E. 0-12 MONTHS IN THE DEPARTMENT:

1. Commence training in Department Firefighting procedures.
2. Complete Firefighter I and II training as mandated by the Michigan State law and the Michigan Fire Fighters Training Council. Failure to attain certification as a Fire Fighter II before the twelve-month period will be grounds for discharge.
3. Receive 75% of Firefighters base pay.
4. Satisfactory completion of 6 month employee evaluation by the Fire Chief or designee.

12-24 MONTHS IN THE DEPARTMENT:

1. Pass 12, 18, 24 month employee evaluations by superior officers.
2. Receive 80% of Firefighters base pay upon completion of 12 months in the Department.
3. Receive 90% of Firefighters base pay upon completion of 18 months in the Department.
4. Receive 100% of Firefighters base pay upon completion of 24 months in the Department.

ARTICLE 16 - SHIFT EXCHANGE

Any employee may request to exchange shifts when the exchange does not interfere with the operations of the Fire Department. The Shift Supervisors affected will approve all exchange requests. Shift exchanges will not result in additional overtime costs, minimum manning, or other pay adjustments. The Fire Chief will be notified beforehand whenever possible.

ARTICLE 17 - COST OF LIVING

When the Cost of Living Index (CPI all City average) exceeds 6% of the base figure of July, 1985, a wage adjustment will be given on the basis that every one (1) percent increase that exceeds 6% will equal Eight (8) Dollars per month wage increase. For the duration of the contract, July 1, 2001 through June 30, 2005, this article will not be implemented.

ARTICLE 18 - CALL-BACK/OVERTIME

Callbacks/Overtime:

Time and one-half (dollars or compensation time) will be paid for all emergency or non-emergency callbacks and overtime, with a two-hour minimum. Employees will have the choice of receiving compensation time or overtime pay up to a two hour maximum. In all cases, the Fire Chief retains the right to approve/disapprove all employee work performed outside of their regularly scheduled shift. It is the Fire Chief's discretion, (except where noted in the second sentence of this paragraph) whether to pay compensation time or dollars for that work. No employee may accumulate to his credit more than 480 hours of compensation time.

All overtime work shall be equally divided, as nearly as possible or practicable, between or among all employees in any particular occupation group. No employee shall be required to work fewer hours than the regular work period per day because of overtime employment on previous days or subsequent days; provided, however, that an employee of the Fire Department, who has worked continuously 16 hours or longer, shall be given 8 hours rest, if possible, whether or not it interferes with the regular work period.

The Captain / Fire Inspector will only be eligible for third alarm callbacks. The Captain / Fire Inspector will not participate in any other elective overtime (ie. Minimum manning, second alarm callbacks, festival coverage) that is normally performed by suppression personnel.

In the event that there are less than five personnel assigned to the duty shift, the Fire Chief will call back off duty personnel to fill the vacancy. In the event that the Fire Chief is not available the Shift Supervisor will act on his behalf. Personnel will be called back using the established minimum manning procedure. The person called back, regardless of rank, will fill the vacancy on the shift.

If an employee is temporarily required to work at a job paying a lower wage scale than his regular employment calls for, such employee's pay shall be maintained at his regular rate when employed on such temporary work. If an employee is required to work on a job paying a higher wage scale than his regular employment calls for, he shall be entitled to a rate at the higher wage scale while engaged in such temporary work; provided, however, that if an employee temporarily performs the duties of an assistant to an administrative officer, the additional compensation to which he shall be entitled shall be determined by the Human Resources Manager.

Holdovers:

If on any regularly scheduled shift; an employee is required to work as an extension of that shift; such overtime hours will be paid for at the rate of time and one-half at one hour minimum if that employee is required to work beyond 0715 hours EDT.

Minimum Staffing:

In the event that there are less than five personnel assigned to the duty shift, the Fire Chief will call back off-duty personnel to fill the vacancy. In the event that the Fire Chief is not available the Shift Command Officer will act on his behalf. Personnel will be called back using the established minimum manning procedure. The person called back, regardless of rank, will fill the vacancy on the shift.

In the event of a minimum manning vacancy caused by both the Captain and the Lieutenant being absent; the Fire Chief may call in either a Captain or a Lieutenant to fill the supervisory vacancy.

Wage Scale:

If an employee is temporarily required to work at a job paying a lower wage scale than his regular employment calls for, such employee's pay shall be maintained at his regular rate when employed on such temporary work. If an employee is required to work on a job paying a higher wage scale than his regular employment calls for, he shall be entitled to a rate at the higher wage scale while engaged in such temporary work; provided, however, that if an employee temporarily performs the duties of an assistant to an administrative officer, the additional compensation to which he shall be entitled shall be determined by the Human Resources Manager.

ARTICLE 19 - LONGEVITY PAY

Longevity payment will be based on the following schedule:

Years of Service

5 - 9 Inclusive	\$310.00
10 - 14 Inclusive	\$340.00
15 - 19 Inclusive	\$370.00
20 - 24 Inclusive	\$400.00
25 - 30 Inclusive	\$430.00
30 and over	\$460.00

Each employee covered by the Agreement shall be paid longevity according to their seniority (based on anniversary year) to be paid in the first pay period of December.

Employees who retire or resign who have not received their longevity pay for the anniversary year shall receive a prorated amount of said pay at the time of retirement or resignation.

In the case of the death of an employee, while still employed, a final payment of 100% of the prorated amount of longevity pay, will be made to the employee's personal estate.

ARTICLE 20 - UNIFORMS

All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the "City" and maintained in good condition by the employee.

ARTICLE 21 - FOOD ALLOWANCE

The daily food allowance shall be paid to all "Union" employees for any shift worked at the Fire Station, as follows:

2001-02 \$12.00 per shift worked
2002-03 \$12.00 per shift worked
2003-04 \$12.00 per shift worked

Food allowance will be paid to those working seven (7) hours during the period from 0700 to 1700.

The food allowance will be calculated annually for the period of November 1, 2002 – September 30, 2003 with check issue on or about November 1, 2003.

The food allowance will be calculated annually for the period of October 1, 2003 – September 30, 2004 with check issue on or about November 1, 2004.

In the case of the death of an employee, while still employed, a final payment of 100% of the prorated amount of food allowance, will be made to the employee's personal estate.

ARTICLE 22 - PUBLIC PENSION TRUST FUND

REGULAR RETIREMENT

All Fire Department employees shall join Act 345 Marquette City Pension System in accordance with the rules and regulations adopted by the City Commission concerning such matters.

Effective upon signing of contract, straight life pension equals 3.0% of three (3) year average final compensation times the first 25 years of service plus 1% times years of service in excess of 25 years. The employee's contribution shall be 5%.

To help fund the increase in the multiplier, the bargaining unit has agreed to the following:

- 1) Employee sell back of accrued sick leave to fund 1% of the employees contribution to the fund, and 2.03% of payroll to fund the unfunded accrued liability calculated by the actuarial report.

- 2) A 0% wage increase for the contract period July 1, 2003 – June 30, 2004, to fund the normal cost of multiplier (2.44%) and the additional 0.5% employee contribution to the fund.

The formula used to determine the amount of accrued sick leave required to be sold back per employee is as follows ₁ :

A. To help fund 1% of the employee contribution:

Total payroll	=	\$ 964,175.00
1% of the total payroll	=	\$ 9,642.00
Members in the Bargaining Unit	=	25
<u>1% of payroll (\$9,642.00</u> members in unit (25)	=	\$ 385.68, rounded to \$386.00 per member

For each individual.

$$\frac{\$386.00}{\text{hourly rate}} = \text{Hours required for employee sick leave sell back to fund 1\% employees contribution (rounded to the nearest whole number).}$$

₁ Formula and numerical amounts based on Gabriel Roeder Actuarial study dated 10/15/01, Supplemental Actuarial Valuation dated 12/31/00.

B. To help fund the 2.03% of payroll for the unfunded accrued liability:

Total Payroll	=	\$964,175.00
2.03% of the total payroll	=	\$ 19,573.00
Seniority years in the Department	=	25
<u>2.03% of payroll (\$19,573.00</u> Seniority years (228)	=	\$ 85.85, rounded up to \$86.00 per seniority year

For each individual'

$$\frac{\$86.00 \times \text{years of service}}{\text{Hourly rate}} = \text{Hours required for employee sick leave sell-back to fund unfunded accrued liability (rounded to the nearest whole number).}$$

Average final compensation for regular retirees will be determined as follows: 50% of accrued sick leave to a maximum payoff in accordance with the sick leave article; 100% of all accrued vacation; proration of longevity in accordance with the longevity article; and 100% of

compensatory time on record.

The employee retiring will receive final compensation payment of the above amounts at the hourly rate they are currently earning.

DUTY DISABILITY

Average final compensation for employees who experience a service connected duty disability will be determined in accordance with the provisions of a regular retiree. All duty disability retirees will have their pension reallocated to a full retirement at age 50.

A full retirement is the equivalent of 25 years of service that the member would have had if not disabled.

ANNUITY WITHDRAWAL

1. Employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:
2. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
3. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.
4. The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
5. The parties agree that one (1% percent above the rate of interest used for actuarial evaluation purposes is to be used for employee annuity withdrawal benefit. This option is only available for regular retirant pension at age 50 with 25 years of service. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.
6. An employee electing annuity withdrawal shall have the option to defer receipt of the withdrawal amount for up to one (1) year from the effective date of their retirement. However, notice of such election must be made at the time of employee's original retirement application.

OPTIONAL RETIREMENT

Section 38.55 of Act 345, which now provides for optional retirement pension applicable to members with fifteen (15) years service, shall modified to be applicable to members with ten (10) years of service.

ARTICLE 23 - VACATIONS

- A. Employees who have completed six months of employment for the "City" based on date of hire and upon approval by the Fire Chief will be entitled to utilize earned vacation time as provided for in the following rules:
- B. Accruals will be made on a per pay period and will be based on an anniversary year (date of hire). Employees who have attained twenty (20) years service and above shall be at the maximum fourteen (14) shifts allowed.
- C. All employees who work eight (8) hour shifts and a forty (40) hour average work week and any employee working a 24 hour schedule who reverts to an eight (8) hour shift and a forty (40) hour average work week position, shall accrue vacation based on 75% of the shifts computed vacation schedule in the current contract.

Years of Service	Shifts Computed	Hours/Pay Period
0 - 2	5	4.6154
3 - 9	8	7.3846
10	9	8.3077
11	9.5	8.7692
12	10	9.2308
13	10.5	9.6923
14	11	10.1538
15	11.5	10.6154
16	12	11.0769
17	12.5	11.5385
18	13	12.0000
19	13.5	12.4615
20 - over	14	12.9231

- D. Vacation time may be waived by employees, but in no case during the course of employment shall an employee be paid salary or wages for vacation time not used except as provided for in paragraph E. If an employee retires or resigns after giving at least two weeks written notice to the City, he shall be paid for any accrued vacation balance at his regular rate of pay at the time of resignation or termination. In the case

of death of an employee, while still employed, a final payment of 100% accumulated vacation leave, will be made to the employee's personal estate

- E. Vacation accrual may not exceed 700 hours as of July 1 of each calendar year. Persons with accumulations higher than 700 hours on July 1, 1998 will have the option of converting excess hours to cash or having their vacation cap set at the level of accumulation accrued in their individual account on July 1, 1998.

Beginning July 1, 1999 all employees in the bargaining unit will have the option of converting three shifts of vacation time to cash once a year on the first paycheck in July. Said cash payment may, at the employee's option and subject to I.R.S. rulings, be deposited into a deferred compensation plan.

ARTICLE 24 - PERSONAL TIME

Twenty-four (24) hours of personal leave time shall be provided on the employee's anniversary date (date of hire). Employees have one year from the date of the award of personal time to utilize it otherwise it will be forfeited. In the case of the death of an employee, while still employed, a final pay of 100% of accumulated personal leave will be made to the employee's personal estate

ARTICLE 25 - HOLIDAYS

- A. All employees of the Fire Department are entitled to the following paid regular holidays, whether they worked them or not.

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. Special holidays or a temporary suspension of business may be declared from time to time by the City Commission.
- C. All 40-hour work week employees will be paid their current rate based on their regular scheduled work day in accordance with the City Hall holiday schedule.

ARTICLE 26 - FUNERAL LEAVE

An employee shall be allowed up to 24 hours, with pay per incident as Bereavement leave for a death in their immediate family. In addition, an employee may use up to 48 hours of sick leave for bereavement, more days may be used if determined by a medical physician.

Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife, husband, son, daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, aunt, uncle, or significant other.

ARTICLE 27 - SICK LEAVE

- A. In case of sickness of employees, necessitating absence from duty, such employees who have regularly been employed for six months or more, shall be entitled to sick leave as provided for in the rules which follow: An employee shall accrue 5.00 hours per pay period of sick leave, with pay, beginning on the first day of employment for each anniversary year he is on the "City" payroll.
- B. An employee will be required to furnish a physician's return to work certificate whenever sick leave in excess of one consecutive shift has been claimed. Employees failing to provide the required physician certificate shall not be permitted to return to work or be entitled to paid sick leave and said days shall constitute unexcused absences.
- C. Sick leave accrual shall be unlimited during the course of employment to date of retirement, resignation, or death.
- D. Upon the (a) retirement, or (b) resignation from employment of any employee in good standing after at least ten years of service, one-half of such sick leave accumulated at that time shall be paid to the employee, to a maximum of one thousand eight hundred (1,800) hours which equates to payment for nine hundred (900) hours. In the case of the death of an employee, while still employed, a final payment of 100% of accumulated sick leave will be made to the employee's personal estate.
- E. Employees shall be allowed up to 48 hours of sick leave per anniversary year (based on date of full-time hire) for care of dependents or spouse.

ARTICLE 28 - WORKERS COMPENSATION

The "City" shall pay for work-related injuries without charging sick leave for fifteen (15) working shifts before charging accumulated sick leave.

For forty-hour/week employees of the Fire Department, the "City" shall pay for work related injuries without charging sick leave for forty-five (45) days before charging accumulated sick leave. The employee on Workers Compensation after the 15 shifts or 45 days has the option of having his sick leave charged to make up "whole check" wages.

ARTICLE 29 - LEAVE OF ABSENCE

The City will comply with the provisions of the Family Medical leave Act(FMLA).

ARTICLE 30 - JURY DUTY

An employee who reports for jury duty during his regular shift will be paid the difference between his pay for jury duty and his regular pay. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the court.

ARTICLE 31 - HEALTH/DENTAL/VISION COVERAGE

All employees are entitled to paid hospitalization/dental/vision insurance effective the twenty-eighth (28th) of the month in which hired.

Whenever it becomes necessary to change insurance carriers, the rule to follow will be coverage that is equal to or better than the past coverage.

COVERAGE

Health/Dental/Vision coverage for employees will consist of the following:

Blue Cross Blue Shield Community Blues PPO Benefit Option 1
Preferred RX prescription drug coverage
Dental with an annual maximum of \$1,000.
Vision A-80

EFFECTIVE YEAR 2 (JULY 1, 2002)

In the event the cost of health insurance premium exceeds 8% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$10/\$15/\$20 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. ruling.

EFFECTIVE YEAR 3 (JULY 1, 2003)

In the event the cost of health insurance premium exceeds 16% from year one of the contract, the

bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$12.50/\$17.50/\$22.50 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. rulings.

EFFECTIVE YEAR 4 (JULY 1, 2004)

In the event the cost of health insurance premium exceeds 24% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$15.00/\$20.00/\$25.00 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. rulings.

RETIREES

The "City" will pay \$200/month towards the hospitalization premiums for retired Fire Department personnel between the ages of 50 and 65 who have acquired 25 years of service in the Department. The "City" will pay \$200/month towards the hospitalization premiums for duty disabled firefighters up to age 50 provided the duty disabled retiree does not qualify for Social Security Disability benefits, Medicare, or Medicaid.

Any increase in the hospitalization premium over that amount will be paid by the retiree. All hospitalization premium payments by the "City" will cease at age 65 for all Department retirees.

OPT-OUT INCENTIVE

Employees shall be eligible for an insurance incentive in the amount of \$1,300.00 (minus State and Federal Taxes if required) annually on the 1st pay period after July 1. Payment shall be paid in twenty-six equal payments through the payroll system. Employees electing this option shall provide proof of insurance coverage to the employer to justify the incentive payment.

In the event any employee is single, or his spouse has equalization benefits with another company, the employee may be paid a maximum of \$25.00 per month through the payroll system in

lieu of coverage. Employees electing this option will not be eligible for the "opt out" plan.

Employees who are married to another City employee will receive a \$450 per year insurance incentive if coverage is not elected.

ARTICLE 32 - LIFE INSURANCE

All full-time employees are entitled to paid term life insurance in the amount of \$20,000, with coverage commencing six (6) months from date of hire.

ARTICLE 33 - SAFETY CLAUSE

A Safety Committee based upon the NFPA 1500 model will be established by December 1, 1995.

ARTICLE 34 - SENIORITY

A seniority roster shall be compiled and master list maintained in the Fire Chief's Office. The seniority shall be computed from the date of hire in the Fire Department. If an employee resigns or is discharged for cause and is later re-employed by the "City", his seniority rights thereafter shall date from the time of re-hiring and not from the time of his original employment.

Seniority shall take precedence in the selection of vacation picks. A request for a permanent shift change resulting in the two most senior engineers working on the same shift will be subject to review and approval by the Fire Chief. When a vacancy occurs on a shift due to retirement, promotion, voluntary or involuntary termination, or death, seniority takes precedence in the selection of shift preference.

ARTICLE 35 - SUSPENSION AND DISCHARGE

An employee shall not be suspended or discharged except for just cause. The employee is entitled to written notice of the reasons for the suspension or discharge at the time of action.

ARTICLE 36 - GENERAL

It is agreed that the provisions of the Employees Code, except as modified herein, are incorporated in this Agreement.

ARTICLE 37 - NOTICE OF RETIREMENT/TERMINATION

A firefighter leaving the employ of the City by voluntary termination or retirement shall give two (2) weeks written notice to the City by completing the necessary form in the Human Resources Department.

ARTICLE 38 - DURATION OF AGREEMENT

1. This Agreement shall become effective July 1, 2001 and shall remain in effect until June 30, 2005.
2. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions shall remain in full force and effect pending agreement of a new contract.

ARTICLE 39 - PAGER

The City and the Union agree that utilization of electronic pagers will be exclusively for the purpose of alerting off-duty firefighters of working fires or complex emergency incidents requiring significant additional firefighting personnel; and to respond assigned dispatch person initially during the same.

The City and the Union agree that off-duty firefighting personnel utilize pagers whenever reasonably practicable; within defined geographical limits (20 miles from the City limits); and that the utilization will not entail an additional compensation.

The City and the Union agree that the City is not liable to compensate i.a.w. Article 18, sentence #1, in cases of non-operational paging devices, or of personnel either unable to, or not electing to respond.

ARTICLE 40 - RESIDENCY REQUIREMENTS

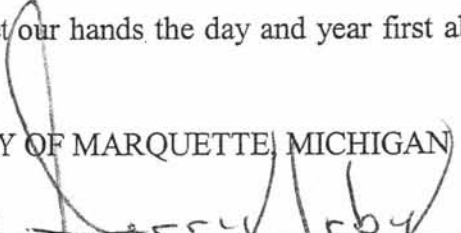
In accordance with Public Act 212 of 1999; Fire Department employees agree to reside no further than 20 (twenty) miles from the nearest City of Marquette boundaries. (Reference:15.602 Residency requirements of public employees).

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

DATE: 2.06.02

DATE: 2-7-02

CITY OF MARQUETTE, MICHIGAN

BY: 

Jerry Irby
Mayor

BY: 

Norman L. Gruber, Jr.
Clerk


MARQUETTE CITY INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL NO. 643

DATE: 2/6/02

DATE: 2/6/02

BY: 

Elijah J. Porter
President

BY: 

Geoffrey Weston
Secretary/Treasurer