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CONTRACT

Between

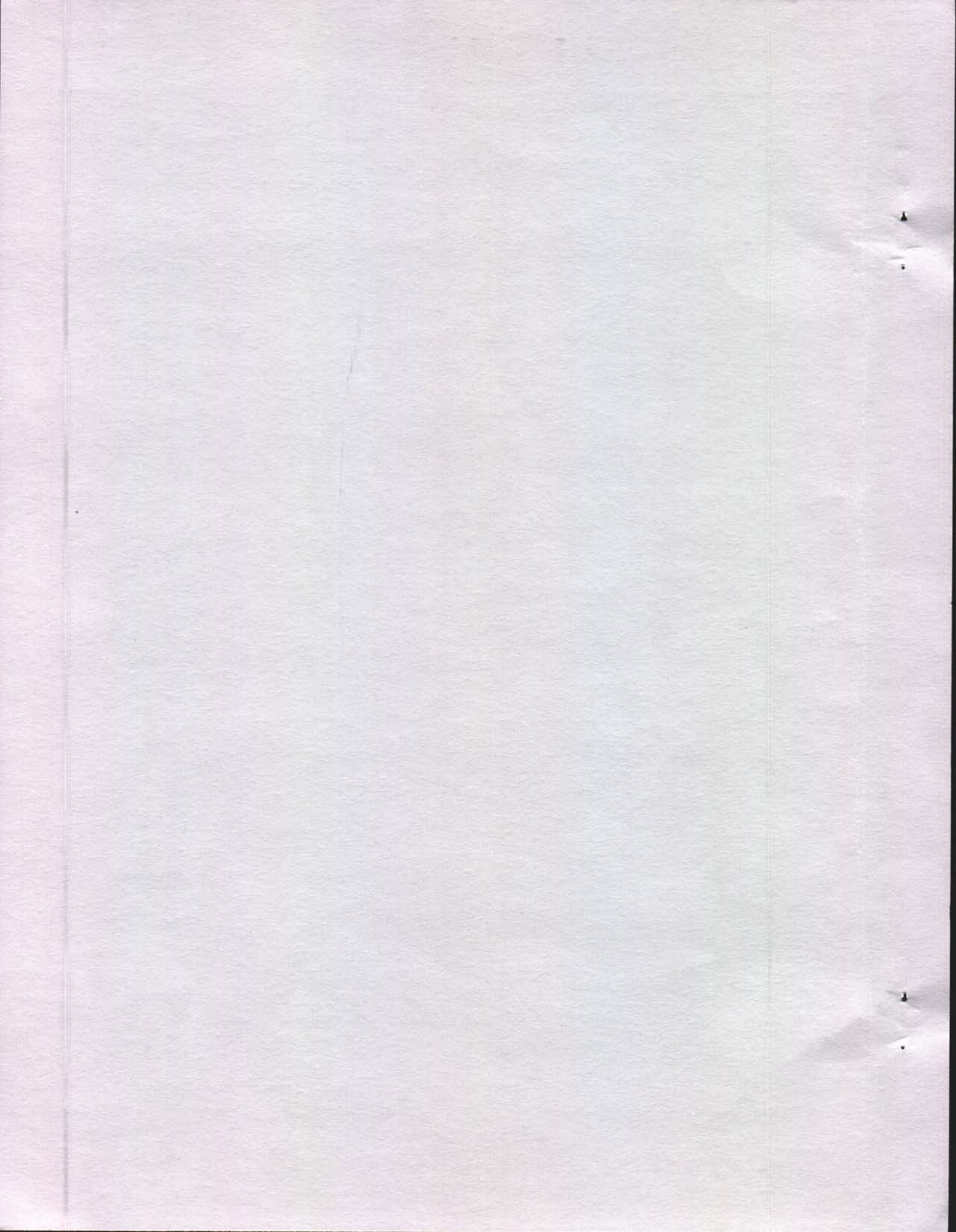
**Monroe Firefighters
Association**

and the

**City of Monroe,
Michigan**

July 1, 1998 to June 30, 2001

Monroe City



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AGREEMENT

This Agreement entered into this 21 day of August, 2000, by and between the City of Monroe, a municipal corporation, hereinafter referred to as the "City", and the Monroe Firefighters Association, AFL-CIO, Local 326 of International Association of Firefighters, hereinafter referred to as the "Association".

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations between the City and the Association.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public as is provided by the law.

The Association further recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to encourage increased efficiency on the part of its members.

To these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE I

Section 1: Recognition

The City of Monroe hereby recognizes the Monroe Firefighters Association, AFL-CIO, Local 326 of the International Association of Firefighters as the official representatives for purposes of collective bargaining in respect to wages, hours and conditions of employment as defined under P.A. 336 of the Public Acts of 1947 as amended.

A. Included in this unit will be Firefighters, Fire Fighter/Rental Housing Inspector, Assistant Emergency Vehicle Mechanic Technicians, Emergency Vehicle Mechanic Technicians, Sergeants, Lieutenants, Captains and Fire Marshall.

B. Excluded from the above unit will be the Chief of Fire, clerical and other non-fire personnel.

C. The term "Member" as used herein shall include all female and male employees represented by the Association as described.

D. Definitions

1. Hourly Rate – The hourly rate shall be the annual salary divided by 2,080 hours.
2. Daily Hourly Rate – The daily hourly rate shall be the annual salary divided by 2,808 hours.
3. Average Daily Rate – Is the hourly rate times (8) hours.
4. Permanent Employee – A permanent employee shall be an employee who has completed his or her six (6) month probation period.
5. Emergency Overtime – Emergency overtime is overtime required in an emergency situation such as a major fire, storm or other disaster, etc.
6. Scheduled Overtime – Scheduled overtime is overtime worked other than emergency situations.

Section 2: Check-off of Membership Dues and Agency Shop

All members employed on or after July 1, 1974, as condition of continued employment by the City of Monroe, shall either:

A. Sign and deliver to the City an assignment authorizing deduction of membership dues of the Association within thirty (30) days of the first date of permanent employment or within thirty (30) days of the date of this Agreement, whichever is later, or

B. Cause to be paid to the Association a representation fee equivalent to the dues and fees of the Association by authorizing the deduction of such in writing within thirty (30) days of the first date of permanent employment or within thirty (30) days of the date of this Agreement, whichever is later, or

C. Cause to be paid directly to the Association said representation fee within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later. In the event that any employee shall fail to comply with either of the three (3) preceding sub-paragraphs, the City, upon receiving a signed statement from the Association indicating the employee has failed to comply therewith shall immediately notify said employee his or her services shall be discontinued within thirty (30) days from the date of said notice. The refusal of any employee to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

The City shall forward to the Association all dues and representation fees deducted from employees pursuant to authorization within thirty (30) days after such deductions have been made.

Section 3: Union Activities

A. Bulletin Boards – The Union shall be provided suitable bulletin boards including at least one (1) at each fire station for the posting of legitimate Union business. Such boards shall be identified with the name of the Union, and the Union's secretary shall be responsible therefore.

B. Meeting Place – The Union may schedule meetings on Fire Department property; insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

C. City Charter and Code – The City shall provide a copy of the City Charter; all appropriate code provisions and ordinances to the Fire Department. These documents will be kept updated and housed in an appropriate place in the Fire

Department. Included with the above will be one (1) copy of the present contracts with the City and employee organizations.

D. Union Business

1. There shall be no diminution of income to employees or members of the Association who are required to be present by the Association for contract negotiations between the City and the Association.

2. Meetings agreed to by the parties for the purpose of contract administration, grievance administration and communications shall be compensated for at straight time hourly rates for those Officers who are required to attend at times other than during their regularly scheduled shift.

3. Leave of Absence – Union Business

At the discretion of the Employer/Chief of Fire, reasonable time off without discrimination or loss of seniority rights and without pay will be granted to an employee designated by the Union to attend a meeting on official Union business provided forty-eight (48) hours written notice is given to the Fire Chief by the Union, specifying the length of time off for Union activities. Due consideration shall be given to the number of personnel affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

E. Other Agreements – The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way may conflict with the provisions hereof.

ARTICLE II

MANAGEMENTS RIGHTS

Section 1: It is recognized that the government and management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: All rights involving public policy, the rights to decide the number and location of fire stations, related work to be performed within the firefighting unit, the right to hire, promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees.

Section 2: It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and or classifications provided that any employee who is laid off or involuntarily transferred shall be reassigned to his or her prior position when such position is next filled.

Section 3: The City shall make reasonable provisions for the safety and health of all its employees during the hours of employment. The City shall specifically provide safe places and conditions of employment, and specifically including the providing of safe equipment and adequately maintained vehicles for the utilization of the employees herein. The Association and the City agree that they will cooperate in encouraging the employees to observe safety and health standards.

Section 4: It is agreed that the foregoing Sections are subject to all other provisions of this Agreement which will limit or qualify the foregoing, and that the foregoing rights and prerogatives of the City shall not be exercised in a manner violate of any other provisions of this Agreement.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 1:

A. The Uniform Division (firefighting) and Maintenance Division shall work be scheduled to work 216 work hours in a 28-day cycle schedule as at present. For payroll purposes, each twenty-eight (28) day cycle shall be divided into two (2) two-week pay periods of 108 hours each at the daily hourly rate. Each member of the Uniform Division (firefighting) and Maintenance Division shall continue to receive one (1) twenty-four (24) hour period off in an 84-day work cycle.

B. The Fire Marshall shall work eight (8) hours per day, five (5) days per week; forty (40) hours during the regular work week.

Section 2: Personnel will be permitted to exchange days off providing such exchanges do not interfere or conflict with normal operations of the Department. All such exchanges shall be subject to prior approval by the Chief of Fire or his authorized representative.

Section 3: The Department shall operate on a "three-platoon system" as now in existence for the duration of this Agreement unless both parties mutually agree to a change. The starting time of each shift shall be 7:30 am. of each day.

Section 4:

A. Overtime pay shall be paid to employees for all work in excess of their regularly scheduled work day. An employee must work fifteen (15) minutes after end of shift to receive one-half (1/2) hour paid overtime or forty-five (45) minutes to receive one (1) hour paid overtime.

B. Off duty training shall be paid at time and one half the 40 hour rate.

C. Attendance of multiple day seminars or schools, i.e., Fire Department Instructors Conference (4 days), National Fire Academy (2 weeks), Fire Apparatus Supervisors Seminar (3 days), Fire Marshall's Certification School (4 weeks), EMS Coordinators Seminars (3 days), etc., will not be included in overtime provisions. Attendees will not suffer any diminution of wages for absence from scheduled work days, nor will they be paid for off-duty days while away attending classes. The City will provide all necessary registration fees, travel expenses, lodging and meals for attendees.

D. Any employee who is called back to work prior to the beginning of his or her regular shift or any shift other than their regular shift shall be paid a guaranteed

minimum of two (2) hours pay at their hourly rate. This two (2) hour minimum shall be called "report-time pay". For all time worked during this report time, said employee shall be paid one and one-half (1 1/2) times the hourly rate in addition to this "report-time pay".

E. Effective July 1, 1993, the City shall pay overtime for regularly scheduled hours worked in excess of 212 in a 28-day cycle. The payments shall be computed using the "daily hourly rate" formula described in Article I, 1(D)(2)

Section 5: Minimum Strength

A. The Mayor and City Council through the Fire Chief and in accordance with the Management's Rights clause in this Contract shall establish an appropriate table of organization and level of manpower strength in accordance with the Mayor and City Council's policy.

B. In order to carry out the responsibilities of the Chief with regard to paragraph A above, the overtime provisions relative to maintaining manpower requirements and strength shall be as follows:

1. Members of the Fire Fighting and Maintenance Divisions shall have an opportunity to affix their names to a sign-up sheet for overtime work.

2. When the minimum strength falls below the number as outlined above, the Chief or a designee shall call in the necessary manpower.

3. When a member of the Fire Fighting or Maintenance Divisions is called, he or she shall have the right to refuse this duty; but if he or she accepts this minimum strength call-back duty, he or she shall be paid one and one-half (1 1/2) times their daily hourly rate times the hours he or she works in order to maintain minimum strength.

4. When there is scheduled overtime to maintain the minimum shift and it is less than ten (10) hours, a member shall receive overtime pay at his or her hourly rate in accordance with Article III, Section 4-D.

5. All off-duty Fire Department employees shall report for duty when their unit is called for greater alarm emergencies. This overtime is not subject to the right of refusal provisions in short shift overtime as outlined in Item 3 above. Employees disciplined for failure to adhere to this provision are subject to progressive discipline procedure.

ARTICLE IV

SALARY SCHEDULE

Section 1: Firefighting Division

3.0% wage increase effective 7-1-98

2.75% wage increase effective 7-1-99

2.75% wage increase effective 7-1-2000

A. The annual salary scale for Firefighter is indicated in the wage appendix for the periods indicated:

B. When a Firefighter is promoted to the rank of Sergeant, he or she will be paid as indicated in the wage appendix (salaries represent the indicated percentage of the highest Firefighter base salary):

C. When an Officer is promoted to the rank of Lieutenant (Assistant Shift Commander), he or she will be paid as indicated in the wage appendix (salaries represent the indicated percentage of the highest Firefighter base salary). If the employee so promoted is already being paid a salary higher than the starting salary for Lieutenant, he or she shall be awarded the salary in the below scale which is next higher than his or her existing salary:

D. When an Officer is promoted to the rank of Captain (Shift Commander), he or she will be paid as indicated in the wage appendix (salaries represent the indicated percentage of Lieutenant's base salary):

Section 2: Equipment Maintenance Division

A. When a Firefighter is promoted to the position of Assistant Emergency Vehicle Mechanic Technician, he or she will be paid as indicated in the wage appendix (Salaries represent the indicated percentage of the highest Firefighters base salary):

B. When a Assistant Emergency Vehicle Mechanic Technician is promoted to the position of Emergency Vehicle Mechanic Technician, he or she will be paid as indicated in the wage appendix. (Salaries represent the indicated base salary of a Lieutenant (Assistant Shift Commander),): If the employee so promoted is already being paid a salary higher than the starting salary for Emergency Vehicle Mechanic Technician , he or she shall be awarded the salary in the below scale which is next higher than his or her existing salary:

Section 3: Fire Fighter/Rental Housing Inspector

A. When a Firefighter is promoted to the position of Fire Fighter/Rental Housing Inspector, he or she will be paid as indicated in the wage appendix (Salaries represent the indicated percentage of the highest Firefighters base salary):

Section 4: Fire Inspection

A. When a member is promoted to the position of Fire Marshall, he or she will be paid as indicated in the wage appendix utilizing 2,080 hours:

Section 5: Parity

Members of the Police and Fire Department as hereinafter enumerated and periods of service shall receive equal annual compensation including equal wages as follows:

Firefighter	-	Patrolman
12 Year Fire Fighter-		Senior Patrolman
Fire Sergeant	-	
Fire Lieutenant	-	Police Sergeant (ASC)
Fire Captain	-	Police Lieutenant (SC)

No disparity in such annual compensation or wages shall occur or be justified on account of differences between Policemen and Firefighters as to average, normal, regular or customary hours of work on duty or as to furlough, leaves or leave days, or vacations; nor on account of the hazards or character of such work or duty nor on account of changes of titles or classifications as herein above enumerated; nor indirectly to avoid the intent of this Section, which is to assure parity of compensation and wages to Policemen and Firefighters.

ARTICLE V

FRINGE BENEFITS

Section 1: Vacations

A. Employees shall be entitled to vacation time with pay under the following schedule:

1. Employees who will have completed one (1) year of service shall be granted one (1) cycle or seventy-two (72) work hours vacation without loss of pay.

2. Employees who will have completed at least two (2) years of service shall be granted two (2) cycles or one hundred forty-four (144) work hours vacation without loss of pay.

3. Employees who will have completed at least ten (10) years of service shall be granted three (3) cycles or two hundred sixteen (216) work hours vacation without loss of pay.

4. Employees who will have completed at least fifteen (15) years of service shall be granted four (4) cycles or two hundredeighty-eight (288) work hours vacation without loss of pay.

B. For the purpose of this Article, a week's vacation for the Firefighting and Maintenance Division is defined as one (1) work cycle consisting of three (3) twenty-four (24) hour work periods. For the Fire Inspection Division, a week's vacation is defined as one (1) work cycle consisting of five (5) days, eight (8) hour periods.

C. The anniversary date of service for the purpose of this Article shall be measured by reference to the date last hired by the City.

D. Employees may accumulate vacation days up to a maximum of two (2) years credit. Use of such days is up to the discretion of the Chief of Fire.

E. Employees of the Firefighting and Maintenance Division shall designate their preferred vacation periods in November of each year. Selection shall be for the following calendar year. Selection shall be based on seniority in the Department. Each "platoon" will select independently of the other and each employee will be afforded only one (1) selection at a time. Employees who will have an anniversary date in the next calendar year entitling said employee to a greater number of vacation periods, shall select said vacation periods in November preceding said anniversary. It is the intent of

this Section to preserve the existing method for determining the order of selection of vacations.

F. After vacation selection as outlined in Section 1 E of this article, members shall have the right to use vacation days one day at a time, in increments of twenty-four (24) hours.

G. In the event employment is terminated prior to the anniversary date, an employee shall be deemed to have earned vacation pay in the ratio that the number of weeks from the last anniversary date bears to fifty-two (52) payable forthwith at his or her then prevailing rate of pay.

Section 2: Holidays

A. Employees of the Firefighting and Maintenance Divisions shall receive in addition to wages provided for in Article IV, one hundred and fifty-six (156) hours annually at each employee's forty (40) hour rate at the time of the holiday **check**. In the event that the City of Monroe officially recognizes any additional holiday, the members covered will be paid an additional 12 hours for each official holiday observed by the City:

New Year's Day
Martin Luther King Day
President's Day (Lincoln's Birthday)
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Mayor's Day (day following Thanksgiving)
Christmas Eve Day
Christmas Day
New Year's Eve Day

Employees must work the first scheduled day after the holiday and the last scheduled day prior to the holiday.

B. The Fire Inspection Division shall receive the above mentioned holiday periods off.

C. **Holiday pay for the calender year shall be paid once each year before June 30th.**

Section 3: Personal Leave Days

Employees other than Fire Marshall shall be granted three (3) personal leave days per **calendar** year, and the Fire Marshall shall be granted five (5) personal leave days per **calendar** year, such days to be used as vacation days. These days, if used as personal leave days shall not be chargeable to either accumulated sick leave or accumulated vacation days. In order to use such personal leave days, requests must be made to the Chief of Fire or his designee at least twenty-four (24) hours in advance of the expected leave day, exceptions to the above may be made in cases of bona fide emergencies. Personal leave days will not be granted if they result in an overtime situation. Once the Personal leave day is granted, it shall not be rescinded except by the employee.

Section 4: Sick Leave and Unscheduled Absences

A. Sick leave shall not be considered a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity, actual sickness or disability of the employee.

An employee earns sick leave at the rate of one (1) day per calendar month. Unused sick leave may accumulate to one hundred (100) days. All members of the Monroe Fire Department shall receive a Sick Leave Bonus during the month of January of each year in accordance with the following formula:

Sick Leave Bonus shall be computed and paid by deducting the used sick leave from sick leave earned prior to the use of sick leave and by multiplying one-half (1/2) of this figure by the average daily salary or wage of the previous year of each employee. The intent of this language is to charge sick leave, not yet earned to the employee's sick leave bank. In no event shall the amount of paid bonus days be more than six (6). The period of time for each year shall be from January 1st through December 31st, except that the Sick Leave Bonus plan shall not begin until July 1, 1962. Each Department Head shall keep accurate records of the sick days earned and used by each employee.

B. All full-time employees who have been retired under the provisions of the retirement system or any employee who voluntarily removes himself prior to December 1st in each year, shall receive proportionately the sum they would have received if they had been on the payroll as of December 1st as follows:

One-twelfth (1/12) of said sum for each month employed after January 1st of each calendar year, provided that the above provisions shall not apply to anyone who was discharged for cause.

C. Retirement Bonus Payment

An employee who retires under the provision of the City Pension Fund or retires for health reasons prior to his or her retirement or dies, shall receive upon termination a sum equal to the amount paid to the employee which they received as sick leave bonus during their employment with the City.

D. All paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first day of the month.

E. Sick leave shall not be charged for absences due to on-the-job injuries covered by workmen's compensation.

F. A certificate of illness or injury from the City Physician or other appropriate medical personnel may be required as evidence of illness or disability before compensation for the period of illness or disability is allowed and shall be mandatory if the illness or disability exceeds (3) working days. If such certificate of illness is required, the City shall specifically order the employee to present himself to the City Physician or other appropriate medical personnel for examination and obtain said certificate. The City may require a medical certificate before an employee is allowed to return to work after a sick leave of (10) working days or longer. The City, further, shall have the option to conduct a medical examination of the employee at the City's own expense before the employee is allowed to return to duty. Abuse of sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

G. Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants or any illness or injury incurred while gainfully self employed or employed by other than the City.

H. Any employee who becomes ill and is unable to report for work must, unless circumstances beyond the control of reason of the employee prevents such reporting, notify the supervisor on duty not later than one-half (1/2) hour before starting time of his or her particular shift on the first day of their absence and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.

I. If the employee so elects, after all accrued sick leave is used, vacation leave may be used for sick leave benefits.

J. When an employee receives his or her last check for Indemnity Pay, they will be placed on leave without pay for a period not to exceed one (1) year or the total amount of his or her seniority, whichever is less. If, at the end of that time, said employee is still unable to return to work, his or her employment shall be terminated in accordance with existing policy, rules, regulations, statutes and ordinances.

K. Employees shall receive credit for a month worked the first day of every month in which they work or receive compensation. Time lost by an employee by reason of absence without pay or time otherwise not worked or paid for, shall not be considered in computing earned credits for sick leave.

L. When an employee receives his or her last regular pay check while on sick leave, they will receive indemnity pay of no less than 40% of their weekly compensation for twenty-six (26) weeks or any amount increased to any bargaining unit. For purposes of computation, only the employee's biweekly salary will be considered. Excluded will be the sick leave bonus; longevity; food allowance; EMT bonus; and holiday pay.

Section 5: Pensions

This section is intended to detail the changes that took effect as a result of the Pension negotiations between the City of Monroe; Monroe Firefighter's Association in 1994 & 1995. The changes are retroactive to January 1, 1994 and were agreed to by the parties on July 27, 1995. These are the major points of Agreement between the parties:

A. The benefit provisions to the members of the benefit group fire are effective for all members who retire on or after January 1, 1994.

B. The amount of retirement benefit for each person described in Paragraph A. shall be redetermined annually on the anniversary of retirement.

C. The redetermined amount shall be the original monthly amount payable at retirement increased by 3% for each whole year of retirement; provided inflation (as measured by the CPI) has been at least that much. Increases do not compound. **Beginning with the July 1, 1998 Contract the 3% retirement increase will be fixed. This applies to retirements after that date. The redetermined amount shall be the original monthly amount payable at retirement increased by 3% for each whole year of retirement. Increases do not compound.**

D. The redetermined amount shall be reduced (but not below the original monthly amount) by any amount received from the Reserve for Retired Life Benefit increases prorated over 12 months.

1. Eliminate annuity withdrawal for new hires effective on ratification. For present employees, effective January 1, 1993, if the employee elects annuity withdrawal, they may not also elect health insurance coverage for dependent children upon retirement.

2. Add health insurance coverage for dependent children of future retirants effective upon ratification.

3. Pensions plan issues will become subject to renegotiating along with all other wage and benefit issues at the expiration of the new 1995 labor agreement.

4. Above is contingent on IRS approval of amendments to retirement plan.

5. The employee contribution will be 6% of pay before taxes as permitted by I.R.C. Section 414(h)

E. Final Average Compensation includes base salary, longevity pay, holiday pay and overtime pay, but does not include unused sick or vacation payment. The benefit formula is 2.5% of Final Average Compensation for all years of service.

The preceding Labor Agreement July 1986 to June 1989 contained Pension changes involving benefit formula, contribution rates for members of Police and Fire Units, a definition of Final Average Compensation and re-opening date.

F. Retirement at age fifty (50) with twenty-five (25) years of service remains as was previously negotiated. Reference 1977 collective bargaining Agreement.

G. Final average compensation to be determined by the average of the highest three (3) years of the last ten (10) years of total compensation. Reference 1977 collective bargaining Agreement.

H. Effective January 1, 1982, the City shall provide hospitalization coverage for new retirees and spouse at a minimum retirement from the Police and Fire Departments. If the retiree desires coverage for other dependents still under his or her care, he or she shall bear that cost. If the cost of the dependents coverage dictate an increase or decreases in those premium rates, then payment adjustments will be made at that time. Coverage for the retiree and spouse will be at the regular employee levels until the retiree is covered under Medicare. If the retiree and spouse are covered under Medicare, then the City will provide supplemental coverage as required.

In the event that a retiree obtains employment elsewhere after his or her retirement where hospitalization is provided, the City shall not provide coverage while the retiree is so employed. The retiree will yearly provide the City with an update on his

or her status. Upon termination of subsequent employment, the retiree, after giving notice to the City, will resume with the City retiree hospitalization insurance in effect at the time of return.

Also, if the employee (retiree) is employed long enough to obtain a pension and health insurance as provided, equal or greater than that provided to the retiree as a City retiree, the City will have no liability for hospitalization insurance.

Upon death of a retiree, the City's obligation shall continue until the death or remarriage of the spouse.

I. Members of the Police and Fire Units of the City of Monroe retiring during the effective period of this contract pursuant to Sections 11, 12, or 13 of Ordinance No. 81-010 may elect to receive a refund of all or part of their accumulated contributions. Except as provided in the next sentence, these contributions shall be paid to the member at the later of:

1. The effective date of retirement.
2. The effective date of benefit commencement.
3. Satisfaction of the age and service conditions for voluntary retirement as specified in Section 11B of the Ordinance.

In the event that more than three (3) members exercises this option during a calendar quarter, payments of such contributions may be made in installments according to such rules and regulations as the Board may from time to time adopt.

The straight life allowance of a member who withdraws contributions under the provisions of this Agreement shall be reduced. The reduction shall be calculated using the same interest and mortality assumptions as the Board shall adopt for use in the calculation of option factors. The interest and mortality assumptions shall be those in effect on December 31 preceding the effective date of retirement. The retirement allowance shall be further reduced if one of the optional forms of payment is elected.

This Agreement applies only to contributions made on account of employment with the City of Monroe. Contributions, if any, applied to the purchase of military service or the service under another retirement system are specifically excluded from this Agreement.

J. Employees of the Fire Department must file an Application for Service Retirement with the Personnel Office, 90 Days prior to retirement.

K. Retroactive Pension Benefits. The parties recognize that employees are eligible to retire during negotiations and after the expiration date of the present contract. Provided that the contract is extended by mutual agreement in accordance with P.E.R.A., those eligible employees may retire during this time and will be entitled to any pension improvement agreed to or awarded as a part of the final settlement.

Section 6: Leave

A. Emergency Leave – In the case that a member of the immediate family undergoes a medical emergency, defined as a condition which threatens life or bodily functions, an employee may be granted a leave of absence with pay for a period not to exceed three (3) working days upon the recommendation of the immediate supervisor and the approval of the Chief of Fire.

B. Bereavement Leave – In addition to the emergency leave, an employee shall be granted a leave of absence with pay for a period not to exceed three (3) working days of a death in the immediate family upon recommendation of the immediate supervisor and the approval of the Chief of Fire provided the notification is prior to the date of the funeral.

Should a death in his or her immediate family occur while an employee is on a scheduled vacation leave, he or she shall be eligible to receive these benefits provided that he or she notify the City prior to the date of the funeral.

C. Immediate family – The immediate family shall be defined to include spouse, child, step-child, brother, sister, parent and parent-in-law, grandparents, grandchildren, spouse's grandparents, brother-in-law, sister-in-law and step-parent.

D. Emergency Leave and Bereavement Leave shall be in addition to other types of leave to which an employee is entitled.

Section 7: Hospital, major-medical and Surgical Insurance

A. The City shall provide and pay the premium for hospitalization coverage for an employee and his/her eligible dependents comparable or no less than to Blue Cross – Blue Shield group coverage MVF-1 plus all riders in effect on July 1, 1980. The riders in effect were: VST, F.A.E. and Reciprocity and any other riders on or added since July 1, 1980. The City shall specifically have the unilateral right to increase benefit coverage. The City of Monroe presently is self-insured for its hospitalization program and uses Pension and Group Services along with Blue Cross as third-party administrators. Blue Cross was added on January 1, 1992.

B. The City shall also provide and pay the premiums thereon, two dollar (\$2.00) deductible prescription coverage insurance for employees, active or retired. Effective January 1, 1994 or as soon thereafter as is practicable the following changes in the drug programs shall apply:

- co-payment for generic drugs will be \$3.00
- co-payment for "brand" name (non-generic) will be \$10.00
- co-payment for mail order will be \$3.00 (plus shipping)

C. The City shall also provide a dental plan for the members of the Firefighters Association and their dependents. Plan basics include: No deductible plan; 50-50 payment for all classes; **\$1,200.00** orthodontics, lifetime maximum; \$800.00 maximum benefit, every contract year. The plan is administered and provided by Delta Dental. Effective January 1, 1994 or as soon thereafter as is practicable, the following Class I, benefits which will be referred to as Class IA, shall be increased to 100% coverage:

- Diagnostic and Preventative Services: Oral Examinations, Cleanings, and Fluoride Solution
- Emergency Palliative: Temporarily Alleviate Pain and Discomfort
- Radigraphs: x-ray's

The remainder of Class I to be Class IB covering: Oral Surgery, Restorative and Endodontics shall remain at 50% coverage

D. In the case of retired employees, each retiree shall sign annually an affidavit that he or she is not employed full-time. Failure to report such or falsify such records, the retiree shall forfeit the above mentioned benefits.

Section 8: Life Insurance

The City of Monroe will provide life insurance in an amount equal to the employee's annual salary, rounded down to the nearest \$1,000, to a maximum of \$49,999, to each employee. The coverage's are doubled in the event of accidental death.

Section 9: Longevity Pay

The City shall provide a longevity pay plan and payments annually in the following manner. **Effective July 1, 1999, the longevity payment shall be as follows:**

After 1 year to 5 years	No Payment
After 5 years to 10 years	30.00*
After 10 years to 20 years	35.00*
After 20 years	40.00*

(* = Times Years of Service)

The City of Monroe between December 1st and December 15th of each year shall issue special payroll checks to all employees eligible for the above longevity pay plan. The City shall continue all current administrative procedures regarding the longevity pay plan.

Section 10: Workmen's Compensation

A. A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan's Workmen's Compensation Act, which the City will provide.

B. In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his or her immediate supervisor who shall note same in writing and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

C. Employees on duty disability leave shall accrue sick and vacation leave in the same manner as other employees and shall continue to accumulate holiday pay in the same manner as other employees.

D. All employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

1. First seven (7) calendar days – The City will pay the employee his or her regular pay for the working days falling within the first week of disability. Employees sick leave will not be charged for this time; time shall be charged to duty disability leave, which is limited to working days within the first seven (7) calendar days only.

2. After seven (7) calendar days, payment shall be governed by the regulations of the Workmen's Compensation Act; in such cases the following shall apply:

a. For the first twelve (12) months of such leave an employee shall receive a regular pay roll check for the difference between the workmen's compensation and his or her normal biweekly payroll check.

b. Thereafter, if the employee has sufficient accrued sick leave, they will receive a payroll check for the difference between his/her workmen's compensation check and his/her normal biweekly payroll check.

E. After fourteen (14) days continuous absence, workmen's compensation will reimburse the employee at the standard workmen's compensation rate for the first week's absence previously paid by the City. The employee shall reimburse the City upon receipt of such payment.

F. An employee who is being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his or her regular rate of pay. He or she shall report promptly to work once the appointment is completed.

G. An employee who must be absent from time to time, due to a duty disability injury, in order to receive medical treatment or is considered temporarily "unable to perform the functions of his or her position" by the attending physician for more than two (2) work cycles, may be transferred temporarily to an alternate work time (40 hours vs. 54 hours) by the Chief of Fire. Should the employee refuse such favored transfer or job assignment, the employee effective the date of such refusal, shall only receive the appropriate amount of workmen's compensation as his or her duty disability pay. Application may be limited based upon the report from the attending physician.

Section 11: Liability Insurance

The City shall provide full insurance protection for all Fire Department personnel indemnifying them from any liability arising out of or in the course of their employment and in the performance of their duties and pay the premiums thereon.

Section 12: Residency Rule

A. In the event the Mayor and City Council of the City of Monroe adopt any new residency requirement, the members of the Fire Association shall not be required to change residence nor suffer any penalties therefrom, but instead will be subject to status-quo or to reflect Ordinance #86-006.

B. Effective January 1, 1986, all current members of the Monroe Fire Department are eligible to reside into the residency area so designated in the map appearing in the appendix section as to reflect Ordinance #86-006.

C. **Beginning with the July 1, 1998 Contract, the residency rule shall be revised to provide for the same residency rules and requirements as set forth in Ordinance #97-017 (see Addendum A).**

D. **Residency – see Letter of Agreement dated June 14, 2000.**

Section 13: Tuition Reimbursement

Employees covered by this Agreement are eligible for Tuition Reimbursement as outlined below. All previous tuition reimbursement programs, forms and conditions will be null and void upon the ratification of the Agreement between the parties.

A. Off-the-Job Training

Employees who desire to pursue education during non-working hours, the following procedures shall apply:

1. The employee must obtain approval from the Chief of Fire and Personnel Director or their designee well in advance of enrollment in classes, i.e., school. A written request detailing courses or subject areas shall be accompanied by a signed tuition reimbursement agreement form. Upon approval of the curriculum or course of study, notification will be sent to the employee.

2. Education must be obtained at an approved or accredited college, university, secondary school, institute, school, or correspondence course.

3. The employee must receive the following passing grade or grades for the percentage of tuition reimbursement:

a. Undergraduate level – A or B = 100%; C = 90%; D or below, including drop or withdrawal = no reimbursement.

b. Graduate level – A = 100%; B = 90%; C or below = not reimbursable.

4. Upon completion of the course or semester, the employee shall then submit an original or copy of his or her official grade(s) along with their tuition receipt of payment to the Personnel Department. The Personnel Department will then process the request and the employee will receive reimbursement. In order

to receive reimbursement, an employee must complete the class or semester and submit a passing grade. No reimbursement shall be made for withdrawal or dropped classes previously approved.

B. Seminars – Work Related

An employee who attends a fire related seminar or instruction session will suffer no loss in pay for attending such classes. The fees related to registration or enrollment will be paid by the Fire Department. Any additional or reasonable expenses will be reimbursed according to Department or City policy. It is understood that the above costs are subject to budget limitations and with the approval of the Fire Chief.

C. It is mutually understood and agreed that any employee who voluntarily leaves City employ to take a new position elsewhere shall re-pay the sums reimbursed within the twelve (12) month period immediately preceding the last day of employment. (This language in Item C is the basis for the tuition reimbursement form being signed by the employee.)

Section 14: EMT Bonus

A. Effective the first pay period after July 1, 1993 and the first pay period in July of each year thereafter, a bonus will be paid, by separate check, to all bargaining unit members who have current First Responder or Emergency Medical Technician (as the case may be) certification, in the following amounts:

First Responder	-	\$ 500.00
EMT	-	\$1,000.00
EMT Coordinator	-	\$1,500.00

In order to be eligible, employees must provide evidence of current certification at time of payment. All bargaining unit members are responsible for meeting requirements and maintaining certification as First Responders or EMT (EMT Certification is required for persons hired after July 1, 1992) on their own time and at their own expense, except that the fire department shall provide as required, AED training, CPR and five (5) EMT continuing education credits per year taught **in-house**. **Should** there be less than 50% of certified employees on one shift, the Chief has the right to compel the least senior employees to become certified. The Instructor Coordinator shall be excused to attend two of the three weekend seminars annually offered by the Michigan Department of Public Health to maintain his/her certification as Instructor Coordinator. It is understood and agreed upon that the Chief shall have the authority to choose the employee to fill the position of Instructor Coordinator after consultation with each of the shift commanders. The position of Instructor Coordinator shall be a voluntary position. It is further understood that there shall be only one (1) Instructor Coordinator.

B.1. In the first pay period after July 1, a bonus will be paid, by separate check, to all bargaining unit members, based upon the unit members' highest level of current certification, in the following amounts:

Effective July 1, 2000:	MFR - \$600.00
Effective July 1, 2000:	EMT - \$1,200.00

B.2. After the date on which the City has commenced transport service and the City has received \$89,000 in revenue from such transport service, the following additional payments will be made:

- a. **A retroactive payment will be made to unit members who were eligible for and received the MFR bonus for the years commencing July 1, 1998 and July 1, 1999. The payment will consist of the difference between the payment previously made and the payment set forth in Subsection B.1. above (i.e., \$100 each of the two years).**

A retroactive payment will be made to unit members who were eligible for and received the EMT bonus for the years commencing July 1, 1998 and July 1, 1999. The payment will consist of the difference between the payment previously made and the payment set forth in Subsection B.1. above (i.e., \$200 each of the two years).

- b. **EMTP - \$1,800.00**
- c. **Coordinator - \$2,300.00**
- d. **A transport stipend of \$25 per day will be paid to the paramedics assigned when a transport is completed.**

An EMT license shall be a condition of continued employment for all employees excluding the Fire Inspector hired after July 1, 1992.

A EMTP license meeting the requirements defined by the Monroe County Medical Control Authority shall be a condition of continued employment for all employees hired after December 1, 1999.

Section 15: Food Allowance

Effective July 1, 1998, each 24-hour employee shall be eligible to receive a \$415 food allowance. This will be paid by separate check the first pay period in

October of each year. Firefighters not yet permanent employees (Reference Article I, Section 1. D.4) shall be paid the following October in addition to the check due that year.

Section 16: Fire Marshall's Administration Bonus for Firefighter/Rental Housing Inspection Program

Effective the first pay period after July 1, 1996 and the first pay period in July of each year thereafter, a bonus will be paid, in the amount of \$2,500.00 for the duties in administering the Firefighter/Rental Housing Inspection Program. The payment is made in conjunction with the E.M.T. Bonus Payment.

Section 17: Family and Medical Leave

The City and the Association shall comply to all provisions of the U.S. Department of Labor Family and Medical Leave Act of 1993, with the following additions:

A. Eligibility: A leave of absence shall be granted to employees with one year of service for the following reasons:

1. because of the birth of a child and in order to care for such child after delivery;
2. because of the placement of a child with the employee through adoption or foster care assignment;
3. in order to care for a spouse, child or parent because of a serious health condition; or
4. because of a serious health condition (including a disability caused by pregnancy) that makes the employee unable to perform the functions of the position of the employee.

B. Definitions: For purposes of this Section, "serious health condition" shall have the same meaning as set forth in the Family and Medical Leave Act of 1993 and regulations thereunder.

C. Period of Leave: An employee taking a leave of absence under this Section may be absent for a total of twelve (12) weeks in any twelve (12) month period. In addition, under extenuating circumstances, an employee taking a leave of absence under Subsection A above, additional leave (compensated or uncompensated) may be granted by the appointing authority. This additional leave time shall not exceed twenty-six (26) weeks, as permitted in Indemnity pay section. Any leave of absences without pay shall be in accordance with Article VII, Section 3.

The City reserves the right to require a medical examination by a physician appointed by the City or to require a physician's certificate to support the need for a leave, or an extension of such a leave, under Subsection A. In the event of a disagreement between the two doctors, those doctors shall appoint a third doctor whose conclusion shall be binding.

D. Notice: The employee shall give the City a thirty (30) day advance notice of a request for leave of absence. However, if the need for a leave of absence is not foreseeable, the employee shall give the City as much advance notice as possible.

E. Compensation: Leave taken under Subsections A(1) and A(4) shall be charged first to accumulated and earned sick leave and, if this is insufficient, vacation time may be used. Leave taken under Subsections A(2) and A(3) shall be charged to accumulated and earned vacation time.

If the employee exhausts his earned and accumulated sick leave and vacation banks, the remainder of the leave shall be unpaid. The employee shall continue to receive the benefits described in Indemnity pay section, during the twelve week leave period.

The employee shall accumulate service credit and seniority during the full period of leave.

F. Return From Work: An employee who returns to work upon the expiration of the leave of absence shall be returned to his position. An employee who has taken a leave under Subsection A(4) may qualify for return to work upon submission of physician's release to work. In the event of a dispute over the employee's ability to return to work, the provisions of Subsection C shall apply.

ARTICLE VI

GRIEVANCE PROCEDURE

A grievance which may arise between the parties concerning the meaning, application or interpretation of this Agreement shall be settled in accordance with the procedure set forth below. Time limits indicated may be waived or extended by mutual agreement between the Union and the City, and shall exclude Saturdays, Sundays and holidays.

Section 1:

STEP 1: Any employee having a grievance shall reduce it to writing, it will be signed by the employee and a member of the executive board, then submitted to the Chief of Fire within five (5) calendar days (excluding Saturdays, Sundays and Holidays) of the employee's first scheduled work day following the action leading to the grievance. Failure to file the grievance in time, the matter will be considered closed.

An employee will have an opportunity to present the written grievance before the scheduled meetings in steps 2 or 3. It will be the employees responsibility to attend said meetings if they so desire. The employee will waive their right to be heard at either step 2 or 3 if they do not attend the scheduled meeting. After the employee makes a presentation, and there are no further questions of the employee, the employee will be excused.

STEP 2: The written grievance will then be discussed between the Grievance Committee and the Chief of Fire within five (5) working days after receipt. Then within five (5) working days (excluding Saturdays, Sundays, and holidays), the Chief of Fire will give his decision in writing. The Grievance Committee will have not more than four (4) representatives in attendance. If not settled, it shall be discussed by the Grievance Committee of the Association to determine whether or not it is meritorious.

STEP 3: In the event the grievance is not settled in Step 2, the Grievance Committee within five (5) days may request a meeting to discuss the matter between the Grievance Committee and the Director of Personnel. This meeting will be held within five (5) working days, and the decision will be in writing within five (5) working days.

STEP 4: If a grievance concerning promotions, discipline or discharge is not satisfactorily resolved in Step 3, the Association shall designate an election of remedies in writing by specifically stating whether it elects to proceed to the Monroe Civil Service Commission or to Arbitration under Step 5 of the grievance procedure within thirty (30) days of the receipt of the Step 3 answer. Failure to specifically designate Civil Service

proceedings shall be conclusively presumed to constitute and election to proceed under the rules of the American Arbitration Association. The aggrieved employee shall be bound by the Association's election of remedies.

STEP 5: In the event that the grievance is not resolved in STEP 3, the Association shall have thirty (30) to invoke arbitration as follows:

A. When either party receives a letter of intent to arbitrate, the parties shall attempt to select an arbitrator.

B. In the event the parties have not agreed to arbitrate within ten (10) days or within a mutually agreed period, an arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.

C. Any grievance not appealed from a decision in one (1) of the steps of the above procedures to the next step, as prescribed, shall be considered closed unless reconsideration is mutually agreed to by the Association and the City.

Section 2: Arbitrator Powers

A. The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement.

B. The arbitrator shall have the authority to rule on all grievances which may arise under this Agreement.

C. The arbitrator's decision shall be final and binding on all parties.

D. The expenses of the arbitrator shall be shared equally between the City and the Association.

Section 3:

A. An employee or member of the Grievance Committee having a grievance shall first gain permission from his/her supervisor before leaving his/her job to contact the Association.

B. No employee shall be disciplined or discharged without just cause.

C. Any complaints involving discharge must be filed in writing within five (5) working days with the Civil Service Commission and the Chief of Fire. The Chief of Fire will render a decision within four (4) working days of its receipt.

D. Any employee who is reinstated after discharge shall within fourteen (14) days be returned to duty with the Monroe Fire Department at the same rate of pay, or as may agreed to by the parties, or as may be determined by the arbitration panel pursuant to the grievance procedures herein before set forth.

E. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his or her regular rate.

F. An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

G. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Association and the City.

Section 4: A copy of any written record reflecting upon the capability of professional employment of the employee that is placed in his or her personnel record must be sent to the employee and the Association.

Section 5: It is further agreed that an Officer of the Association shall have the right to be present if requested by the employee on any occasion in which the Chief calls a member of the Association for a conference, which in any way or manner is in reference to the performance of professional duty or performance of the member of the Association, or which in any respect has reference to his or her wages, hours of work or other conditions of employment of the member of the Association.

Section 6: The Association, shall have the right, through it's Executive Board to file a grievance directly with the Chief of Fire at Step 2 of the grievance procedure if the Executive Board and/or the Association believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Association shall be deemed to be the grievant.

ARTICLE VII

UNIFORMS

Section 1: The City shall furnish to each member all protective turnout gear (including but not limited to boots, bunker pants, coats, helmets, gloves, flashlights with batteries, and uniforms required by the employer) in the course of their regular duties upon initial appointment to the Department and on an as-needed basis thereafter.

Section 2: Firefighters may launder work uniforms while on duty at City expense. Any dry cleaning that is needed may be taken from the individual's uniform account.

Section 3: The Fire Marshall Shall receive a \$200.00 per year cleaning allowance **to be paid \$50.00 per quarter**. Also, he will be provided with proper outwear to carry out his duties on-scene investigations.

Section 4: The City shall provide an account in the amount of \$350.00 annually for each employee, (amount increased to \$400.00 7/1/97) from which each employee may make withdrawals for the purchase of uniform items as determined by the Chief of Fire. Items as enumerated in Section 5 below that are damaged in the course of job duties will be replaced by the City. Items lost, misplaced or stolen may be replaced by using this account.. **The City agrees to open up the uniform program to additional vendors subject to City administrative policies.**

Section 5: The minimum uniform items that must be in each persons possession are:

(2) pair navy blue pants

(2) light blue shirt with epaulets, badge tab, and Department patch on left sleeve (white for Inspector)

(1) black belt

(1) black tie

(1) blue Eisenhower style jacket with blue imitation fur collar and Department patch on left sleeve

(1) blue garrison style dress cap (white for all officers)

(2) Blackinton B38 breast badges with A6993 red center (Capts. Use A6981 red center, Lts. use A6985 red center)

(1) Blackinton B484 hat badge with A6993 red center (Capts. use A6981 red center, Lts. use A6985 red center)

(1) name tag

Section 6: All other uniform accessories such as baseball style caps, t-shirts, gloves, vests, sweat shirts, shoes, etc. are optional from this account.

Section 7: The items listed in Section 5 represent the uniforms supplied by the employer. These items will be furnished by the employer upon initial appointment, maintained by the employee thereafter.

City agrees to provide each member of the Association a dress uniforms as soon as possible with the cost not to exceed \$125.00 each. The City also agrees to increase the clothing allowance to \$350.00 effect 7/1/96 and then to \$400.00 effective 7/1/97, and allow members to carryover any unused amounts to the next year. This carryover amount shall not exceed two (2) years uniform allowance.

ARTICLE VIII

GENERAL

Section 1: Sick Leave Administration

A. If a bargaining unit member becomes ill and leaves work during the first twelve (12) hours of his or her shift, they will be charged one-half (1/2) of a sick day. If a bargaining unit member becomes ill and leaves work during their work shift, they will be charged on an hour for hour basis for sick leave used after 1930 hours.

B. Further it is agreed that if a member suffers a work related illness or injury while on duty and, upon recommendation of a physician, does not return to work that day, his or her paid absence from work for the date of the illness or injury shall not be chargeable to sick or other leave.

C. It is further agreed that members shall only be required to call in sick on days they are scheduled for work.

Section 2: Reduction in Force

If for any reason of economy, it shall be deemed necessary by the City to reduce the number of paid members of the Fire Department, affected members will receive at least sixty (60) days notice prior to such reduction of force. Prior to the last day worked, said employee will be advised of any accrued monetary benefits payable upon termination. The City of Monroe shall follow the following procedure:

Such removals shall be accomplished by laying-off in numerical order commencing with the last man appointed to the Fire Department, all recent appointees to the Fire Department until such reductions have been accomplished; provided, further, however, that in the event the Fire Department shall again be increased in numbers to the strength existing prior to such reductions of members the said Firemen laid-off last under the terms of this Act shall be first reinstated before any new appointments to the Fire Department shall be made.

Section 3: Leave of Absence

An employee desiring a leave of absence without pay and without loss of seniority rights from his/her employment shall secure written permission from the Chief of Fire. The maximum leave of absence shall be for thirty (30) days and may be extended for thirty (30) day periods up to a maximum of ninety (90) consecutive days. Permission for extension must be secured from the Chief of Fire. If an employee needs a further extension, he/she must request it in writing to the Chief of Fire for review and approval. During the period of absence the employee shall not engage in gainful

employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Any leave of absence taken shall not be considered as time worked for accruing credits.

Section 4: Americans With Disabilities Act (ADA)

The Union and the Employer recognize that the Americans With Disabilities Act (ADA) requires the Employer to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless such accommodation would impose an undue hardship on the operation of the Employer. In the event that any provision of this Agreement would be violated by such a reasonable accommodation, the Union and the Employer agree to meet and negotiate with respect to that matter only.

Section 5: 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.

ARTICLE IX

INTRA DEPARTMENTAL PROMOTIONS

Section 1: Written Examination

Sixty percent (60%) of the written examination standard score will be included in the final composite score. The Michigan Municipal League shall provide those testing services deemed necessary, and shall forward final results of their sections to the Personnel Director, City of Monroe. Personnel Director shall be responsible for notifying applicants of their test scores promptly thereafter. Any applicant not able to pass said exam with a score of seventy percent (70%) or better shall be disqualified and shall not be eligible to complete the competitive process for the position sought. For the positions of Sergeant, Firefighter/Rental Housing Inspector and Assistant Emergency Vehicle Mechanic Technician. **Eighty percent (80%) of the written examination standard score will be included in the final composite score.**

Section 2: Oral Board Examination

Twenty percent (20%) of the oral board examination score will be included in the final composite score. The oral board examination will not apply to the positions of Sergeant, Firefighter/Rental Housing Inspector and Assistant Emergency Vehicle Mechanic Technician. The oral board may be waived by mutual agreement in the event that only one (1) person is eligible to take it.

Section 3: Seniority Points

The calculation in promotional testing for seniority points is that every candidate is given one point (1) per full year of Monroe Fire Department service up to a maximum of twenty points (20). For purpose of computation of seniority points, applicants will receive credit for the anniversary date occurring within the test year. **The seniority points score will be included in the final composite score.**

Section 4:

The final composite score for those completing the competitive process for the position sought, for all promotional examinations will be the total of all parts **as specified above in Sections 1, 2, and 3**, regardless of score or percentage. The eligibility list must be certified by the Monroe Civil Service Commission and subject to their rights under P.A. # 78 as amended.

Section 5:

All questions on promotional matters not covered by this contract should be addressed by Public Act 78 of 1935 as amended.

Section 6: Tie Breaking

In the event of a composite score tie, the tie will be settled in the following manner:

- A. The employee with more time in grade will prevail.
- B. If still tied, the employee with the most Fire Department service will prevail.

Section 7: Retesting

In the event that no one achieves a score of seventy percent (70%) or better on the written examination, the test will be readministered in the following sequential order including in addition to those persons previously eligible:

- A. All persons holding the next lower rank to the position being tested for who do not have two (2) years time in grade but have completed their probationary periods.
- B. All persons holding the next lower rank to the position being tested for who do not have two (2) years time in grade.
- C. All persons two (2) grades below the position being tested for who have two (2) years time in grade.
- D. Repeat steps A,B, and C above for subsequent ranks below that which is being tested for.

Section 8: Maintenance of Eligibility Lists

The City in accordance with Public Act 78, will maintain current eligibility lists for the positions above the rank of Firefighter. Posting for such examinations will take place after a Firefighter submits his application for retirement to the Pension Board. The written exam shall/will be given within thirty (30) days of the application approved by the Pension Board. When necessary to conduct an oral board to establish eligibility list it will be conducted within thirty (30) days of the results of the written examination are received.

The Civil Service Commission will be provided with the results at a special meeting to certify the results no later than twenty one (21) days, in the event that no regular meeting is not scheduled.

Section 9: Temporary Appointments

In the event that a position is to be filled and no current eligibility list is available, it shall be filled in the following manner:

A. The senior most person in grade below the position to be filled will be offered the position with full rights of refusal. In the event of such refusal, the next senior person(s) in grade will be offered the position until it is filled.

B. Temporary positions shall be made fifteen (15) days after the positions is vacated and shall be for a period of no more than (6) six months or until a permanent appointment can be made, whichever occurs first.

Section 10: Voluntary Reduction in Grade

When an employee volunteers for a reduction in grade, the employee would forfeit all benefits of their previously held position and assume the benefits of their newly assumed position including, but not limited to; wages, promotional opportunities, duties, and responsibilities. In the event that there is an excess of people in a position at the level of reduction requested, the employee would assume the next lower grade. However, this would only be done after the vacated position is filled through the promotion process. The intent is that you cannot bump a person below you, but must fill a vacancy created by your regress in rank.

Section 11: Involuntary Reduction in Grade

In the event of an involuntary reduction in grade, the employee would have the right to fill the next vacancy in their previously held position. Said employee shall also maintain their seniority rights and accrual as well as promotional opportunities in the position previously held. The creation of eligibility lists, as outlined in Section 8, will cease until all persons involuntarily reduced in grade have regained their previously held position. Should the involuntary grade reduction be through disciplinary action, the procedures in Section 10 will apply.

ARTICLE X

Firefighter/Rental Housing Inspector

Organizational Structure: Three Firefighter/Rental Housing Inspector positions are to be created. These personnel will perform initial and follow-up inspections of rental housing units¹ under the direction of the Fire Marshal, through coordination with the Building Department. The rationale for this proposed change is to create an organizational structure that provides one individual who will:

1. manage the division;
2. Serve as a liaison between the Building Department and Firefighter/Rental Housing Inspectors to schedule inspections and re-inspections;
3. be available during routine City business hours.

General Duties: The Firefighter/Rental Housing Inspector will work under the direction of the Fire Marshal and will perform such duties as may be required. Duties include, and are limited to: initial inspections and any subsequent re-inspections of rental housing units; completing and filing of reports and issuance of violation notices. Normal times for inspection will be 0800 to 1600 hours, Monday through Friday. In the event that it becomes necessary to perform inspection duties other than these times to accommodate housing unit owners, there will be a corresponding reduction in inspection duties on the Firefighter/Rental Housing Inspectors next scheduled shift. No inspections will occur on Sundays or Holidays.

The Fire Marshal shall assume the duties of coordinating with the Building Department and Firefighter/Rental Housing Inspectors the scheduling of initial inspections and re-inspections; maintaining inspection records and coordinating any Specialized inspection needs with the Building Department, such as electrical, mechanical, blight etc.

The Building Department shall be responsible for all rental housing license applications and the training of Firefighter/Rental Housing Inspectors. They will coordinate inspection scheduling with the Fire Marshal

Wages: The Firefighter/Rental Housing Inspector will be paid at the following annual salary schedule for the periods indicated. (Salaries represent the indicated percentage of a Firefighters base salary);

(SEE ARTICLE IV SECTION 3)

The Fire Marshall will be paid an annual bonus of \$2,500.00 beginning with the implementation of the inspection program.

Promotion: Add Firefighter/Rental Housing Inspector after the Assistant Emergency Vehicle Mechanic Technician in Article IX Section 1; and Section 2

Assignments; Firefighter/Rental Housing Inspectors will be assigned to Fire Headquarters, The initial assignments will be accomplished by order of test Scoring, with the highest score having the first choice of shift assignment and the lowest score having last choice. Subsequent shift vacancies will be treated as they are currently done with the Maintenance Division.

Minimum Staffing: In the event the current minimum staffing of 10 personnel on duty available to respond to fire and other emergencies is reduced, the rental housing inspection program will be removed from the responsibilities of the Fire Department. Employees will then be subjected to the involuntary reduction in grade provisions in Article IX, Section 11 of the Fire Fighter's collective bargaining agreement. Should the City eliminate the rental housing inspection program the same contractual provisions will apply for involuntary reduction in grade.

Policies and Procedures pertinent to Firefighter/Rental Housing Inspection:

- P&P #13-6
- P&P #16-1
- P&P #16-2
- P&P #16-3

ARTICLE XI

STRIKES AND LOCKOUTS

The Association agrees that it will not call, authorize, sanction or participate in any strike, work stoppage, work slowdown or create or cause any reduction of essential services during the term of this Agreement. The occurrences of any such acts or actions prohibited in this Section or prohibited by the Public Employees Relations Act of the State of Michigan shall be deemed a violation of this Agreement by the Association. The Association agrees that the City in the first instance has the power to make appropriate preliminary investigations regarding any alleged violations of the Article, and it is specifically agreed and understood that the Association has the right to present opposition to the contesting of opposition in the form of contesting fact of willful neglect of duty, failure to perform, absence, and so on. It is specifically agreed that the City will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE XII

MAINTENANCE OF CONDITIONS

Section 1: Wages, hours and conditions of employment in affect at the execution of this Agreement, and not specifically mentioned herein, shall be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

Section 2: The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

Section 3: This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4: It is specifically recognized that each employee shall not be limited from gainful employment during their off-duty hours as long as said employment does not effect the performance of their firefighting duties.

Section 5: Conditions not listed in this Agreement are covered by the provisions of Act 78 of Public Acts of 1935, as amended, effective May 24, 1935.

ARTICLE XIII

ASSIGNMENTS

Section 1: Vacancies

When a shift vacancy occurs in the fire fighting rank, the vacancy will be posted on a bulletin board in a designated location. Those wishing to bid will have five (5) days excluding weekends and holidays in which to sign their name to the form. The vacancy will be filled by most senior man accepting the bid on vacancy. It is understood that this is a voluntary shift transfer. This list will be active until all vacancies are filled due to this posting. In the event that no one bids and it becomes necessary to transfer personnel, the person having the least department seniority, including new hires, will be transferred. **Permanent shift assignment(s) of new hires will not occur until all permanent assignments are completed.**

Section 2: Shift Transfers

Whenever a shift transfer takes place, it will be arranged so that the person(s) making the shift change will not be required to work any more days in the month of the transfer than they would have had there been no transfer.

When a shift transfer takes place after the annual time off selection period, the person(s) required to transfer (for any reason) will be allowed to have first opportunity to **select any days vacated by the member who he is replacing, and any days open at the time of the transfer**, that do not create an overtime situation. In addition to this preferential selection, they will be allowed to select one (1) vacation and one (1) personal day that creates overtime should it be necessary to approximate their previous vacation selections.

Section 3: Shift Assignments

Policies and Procedures 4 – 5 dated 01/11/90 will apply to shift assignments.

ARTICLE XIV

SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

The parties, thereby, shall enter into immediate collective bargaining negotiations upon request either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XV

JOINT HEALTH AND SAFETY ADVISORY COMMITTEE

There shall be established a Joint Health and Safety Advisory Committee of the Monroe Fire Department. The committee will be composed of four (4) persons with (2) two persons each being selected by the Chief of Fire and the President of Local 326, IAFF. A chairperson shall be selected by the committee.

Meetings shall be conducted no less than (6) six times per year to address health and safety issues. A schedule shall be prepared and approved by the committee members. Special meetings may be called by joint agreement of the committee members, upon the request of any member. A quorum of three (3) committee members shall be necessary to meet and conduct business. Committee members will be permitted to attend these meetings without diminution of pay. A written agenda shall be provided by the chairperson or his designee at least one (1) week in advance of any meeting.

The committee shall address the following:

- A. review all reports of job related accidents, deaths and injuries, making recommendations to the Chief of Fire to prevent future occurrences;
- B. develop annual reports on accident and injury occurrences; To facilitate the committee's work, all records of job related accidents, injuries and deaths will be made available to the committee upon request.
- C. monitor facilities, apparatus, equipment, and employees for unsafe conditions or practices, bringing said findings to the attention of the employee(s) involved, the Fire Chief;
- D. promote safety for all Fire Department employees;
- E. view specifications for safety apparel or equipment, making recommendations to the Chief of Fire;
- F. review department rules, regulations, policies and procedures, making recommendations to the Chief of Fire for additions or changes that promote safety;
- G. make recommendations on the purchase of safety equipment and in the event that a hazardous materials unit is created, recommendations on specialized protective clothing and equipment.

The committee shall forward all minutes of meetings and recommendations to the Chief of Fire in writing. The committee findings and recommendations shall be advisory and not constitute any limitation on the managerial prerogatives of the Chief of Fire or the City of Monroe. The Chief of Fire shall respond to committee recommendations within a timely manner, stating his reasons for adopting or rejecting them.

Nothing in this provision relieves the City of health and safety responsibilities for its employees nor does the Union assume such responsibilities.

ARTICLE XVI

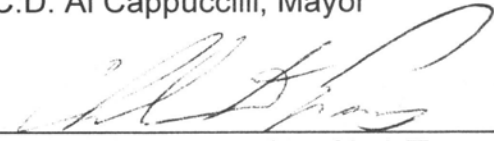
DURATION OF AGREEMENT

This Agreement shall be effective 12:01 a.m. on the first day of July 1998, and expiring 11:59 p.m. on the 30th day of June 2001, provided, however, that all the provisions herein shall continue to operate unless notice of the termination or of desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.

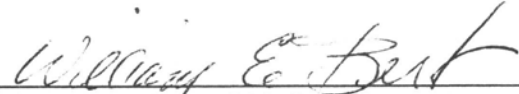
The parties, in recognition of the fact that vital services are involved, agree that this Contract shall remain in full force and effect until a new contract is negotiated, signed and ratified by the parties hereto.

CITY OF MONROE:

By: 
C.D. Al Cappuccilli, Mayor

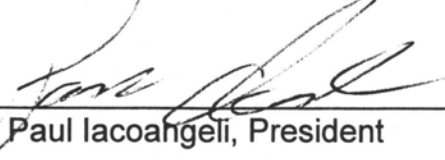
By: 
Charles D. Evans, City Clerk/Treasurer

By: 
Robert Hamilton, City Manager

By: 
William E. Bert, Chief of Fire

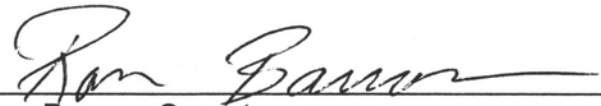
By: 
Joseph S. Lybik, Director of Personnel

MONROE FIREFIGHTERS ASSOCIATION

By: 
Paul Iacoangeli, President

By: 
Al Wolfe, Vice President

By: 
Joe Mominee, Treasurer

By: 
Ron Barron, Secretary

LETTER OF INTENT - PARITY

It is hereby agreed between the parties as follows:

There are certain differences in compensation between those provided for Patrolman and Police Officers and those provided for Firefighters in Monroe under the prior collective bargaining Agreement with respect to the number of vacation days, the manner in which holiday pay is computed and paid, uniform allowance, cleaning allowance, payment for court time. The existing differences, as summarized in the attached Exhibit A, have been continued in the new Agreement.

In addition, except for the Fire Marshall, the new Firefighters Agreement provides for three (3) Personal Leave Days rather than five (5) as in the new Patrolmen's contract.

The difference in compensation above, which exist on June 1, 1978 shall not be altered.

Except as to the difference in compensation listed above, this document shall have no effect upon the application or interpretation of Article III, Section 4 (Parity) of the 1980-82 collective bargaining Agreement between the parties, to the annual compensation, including wages, to which bargaining unit members represented by the Firefighters Association are or shall be entitled.

EXISTING DIFFERENTIALS IN COMPENSATION

FIREFIGHTERS		POLICE	
1. Vacation Days:			
Yrs. of Service	Length of Benefit	Yrs. of Service	Length of Benefit
1	1 week	1-5	2 weeks
2	2 weeks	6	2 weeks plus 1 day
10	3 weeks	7	2 weeks plus 2 days
15	4 weeks	8	2 weeks plus 3 days
		9	2 weeks plus 4 days
		10	3 weeks
		11	3 weeks plus 1 day
		12	3 weeks plus 2 days
		13	3 weeks plus 3 days
		14	3 weeks plus 4 days
		15	4 weeks

2. Holiday Pay:

13 holidays (156 hours) paid at hourly rate based on 2,080 per year

13 holidays (104) hours paid at hourly rate based on 2,080 per year plus time and one-half for all holidays worked

3. Uniform allowance:

\$125.00 – July 1, 1986
\$150.00 – July 1, 1987
\$175.00 – July 1, 1988

\$325.00

4. Uniform Cleaning Allowance:

City pays for cleaning of dress uniforms; Firefighters permitted to launder work uniforms while on duty at City expense

\$275.00 per year

5. Retirement Bonus Payment:

Payment of an amount equal to sick leave bonus paid during employment with City

Payment of an amount equal to sick leave bonus paid during employment with City

6. Court-time Payments:

Time and one-half if scheduled for off duty hours paid at the hourly rate based on 2,080 hours per year

Time and one-half is scheduled for off duty hours with 2,4 hour minimum

7. Personal Leave Days:

3 (24) hour days not chargeable to sick or vacation leave one year of service Fire Marshall – 5 (8) hour days not chargeable to sick or vacation leave

5 (8) hour days not chargeable to sick or vacation leave after

FIREFIGHTER WAGE 3.0%
 JULY 1, 1998 TO JUNE 30, 1999

	Daily Hourly Rate	Annually
Start through 6 months probation	10.6522	29,911.38
7 months through 12 months	11.1225	31,231.98
13 months through 18 months	11.5923	32,551.18
19 months through 24 months	11.9643	33,595.75
25 months through 30 months	12.6303	35,465.88
31 months through 36 months	13.2140	37,104.91
37 months through 42 months	13.7652	38,652.68
43 months through 48 months	14.3975	40,428.18
49 months and after	14.9814	42,067.77
12 years and after	15.3559	43,119.37

FIRE SERGEANT, ASSISTANT EMERGENCY VEHICLE
 MECHANIC TECHNICIAN, FF/RENTAL HOUSING INSPECTOR

Start through 6 month probation (104%)	15.9702	44,844.32
7 months to 12 months (106%)	16.2772	45,706.38
13 months and after (108%)	16.5843	46,568.71

FIRE LIEUTENANT, EMERGENCY VEHICLE
 MECHANIC TECHNICIAN

Start through 6 month probation (105%)	16.1236	45,275.07
7 months to 12 months (110%)	16.8915	47,431.33
13 months and after (115%)	17.6594	49,587.60

FIRE CAPTAIN

Start through 6 month probation (105%)	18.5422	52,066.50
7 months and after (110%)	19.4252	54,545.96

FIRE MARSHAL

Start through 6 months probation	26.3938	54,899.10
7 months and after	27.6596	57,531.97

FIREFIGHTER WAGE 2.75%
 JULY 1, 1999 TO JUNE 30, 2000

	Daily Hourly Rate	Annually
Start through 6 months probation	10.9451	30,733.84
7 months through 12 months	11.4284	32,090.95
13 months through 18 months	11.9111	33,446.37
19 months through 24 months	12.2933	34,519.59
25 months through 30 months	12.9776	36,441.10
31 months through 36 months	13.5774	38,125.34
37 months through 42 months	14.1437	39,715.51
43 months through 48 months	14.7934	41,539.87
49 months and after	15.3934	43,224.67
12 years and after	15.7782	44,305.19

FIRE SERGEANT, ASSISTANT EMERGENCY VEHICLE
 MECHANIC TECHNICIAN, FF/RENTAL HOUSING INSPECTOR

Start through 6 months probation (104%)	16.4094	46,077.60
7 months to 12 months (106%)	16.7248	46,963.24
13 months and after (108%)	17.0404	47,849.44

FIRE LIEUTENANT, EMERGENCY VEHICLE
 MECHANIC TECHNICIAN

Start through 6 months probation (105%)	16.5670	46,520.14
7 months to 12 months (110%)	17.3560	48,735.65
13 months and after (115%)	18.1450	50,951.16

FIRE CAPTAIN

Start through 6 months probation (105%)	19.0521	53,498.30
7 months and after (110%)	19.9594	56,046.00

FIRE MARSHAL

Start through 6 months probation	27.1196	56,408.77
7 months and after	28.4202	59,114.02

FIREFIGHTER WAGE 2.75%
 JULY 1, 2000 To JUNE 30, 2001

	Daily Hourly Rate	Annually
Start through 6 months probation	11.2461	31,579.05
7 months through 12 months	11.7427	32,973.50
13 months through 18 months	12.2387	34,366.27
19 months through 24 months	12.6314	35,468.97
25 months through 30 months	13.3345	37,443.28
31 months through 36 months	13.9508	39,173.85
37 months through 42 months	14.5327	40,807.82
43 months through 48 months	15.2002	42,682.16
49 months and after	15.8167	44,413.29
12 years and after	16.2121	45,523.58

FIRE SERGEANT, ASSISTANT EMERGENCY VEHICLE
 MECHANIC TECHNICIAN, FF/RENTAL HOUSING INSPECTOR

Start through 6 months probation (104%)	16.8607	47,344.85
7 months to 12 months (106%)	17.1847	48,254.64
13 months and after (108%)	17.5090	49,165.27

FIRE LIEUTENANT, EMERGENCY VEHICLE
 MECHANIC TECHNICIAN

Start through 6 months probation (105%)	17.0226	47,799.46
7 months to 12 months (110%)	17.8333	50,075.91
13 months and after (115%)	18.6440	52,352.35

FIRE CAPTAIN

Start through 6 months probation (105%)	19.5760	54,969.41
7 months and after (110%)	20.5083	57,587.31

FIRE MARSHAL

Start through 6 months probation	27.8654	57,960.03
7 months and after	29.2018	60,739.74

LETTER OF AGREEMENT

This letter will serve to confirm certain understandings reached during the most recent contract negotiations.

The Mayor and City Council do not presently contemplate a change in the current policy and practice of minimum staffing in the fire suppression on duty each shift available to respond to fire and other emergency runs.

If in the future such a change is contemplated, it will be discussed in advance with Union representatives and all other alternatives will be explored.

Agreed to this 18th day of June 1990.

CITY OF MONROE

MONROE FIREFIGHTER'S ASSOCIATION
LOCAL 326, I.A.F.F.

Raymond W Soleau

Chief of Fire

Paul Lamb

President

Joseph A. Lybb

Director of Personnel

Bernard H. Lawrence III

Vice-President

GABRIEL, ROEDER, SMITH St COMPANY
Actuaries & Consultants

200 Glahe Building 407 East Fort Detroit, Michigan 48226 313-961-3346

May 14, 1990 FAX

Mr. Joseph S. Lybik, Personnel Director
City of Monroe
120 East First Street
Monroe, Michigan 48161

Re: 2% Increases to Police & Fire

Dear Joe:

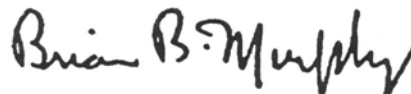
In the case of a police officer or firefighter who retires under these provisions with a monthly benefit of \$1,000, the benefit will be increased in succeeding years as follows

<u>Year</u>	<u>Regular Monthly Amount</u>
0	\$1,000
1	1,020
2	1,040
3	1,060
4	1,080
5	1,100
10	1,200
15	1,300
20	1,400

Each year the monthly amount goes up by \$20, which is 2% of the original amount that was payable at retirement.

In years when a 13th check is payable, the regular monthly amount is reduced by one-twelfth of the thirteenth check amount, but not below the original monthly amount.

Sincerely,



Brian B. Murphy

BBM:jmg

LETTER OF AGREEMENT

This letter will serve to confirm certain understandings reached in the recent negotiations between the City of Monroe and the Monroe Fire Fighters Association. During the 1979 negotiations, the parties mutually agreed to add a "Kelly Day" to avoid the additional payment of overtime under Michigan Public Act 604, Michigan Wages and Hours legislation. This letter is effective July 1, 1993 and supersedes any previous letter between the parties.

The parties have concluded to continue the present system of "Kelly Day" assignments, notwithstanding the application of the federal Fair Labor Standards Act to the City of Monroe because the "Kelly Days" can be considered as compensatory time off, given in lieu of overtime compensation, to meet the City's obligations under FLSA. Accordingly, each member of the Uniform Division (fire fighting) and Maintenance Division shall continue to receive one (1) twenty-four (24) hour period off in an 84-day work cycle, which will be considered as compensatory time off. The parties agree that "Kelly Days" will not be carried over from year to the next year. Effective July 1, 1993, the parties agree to change the practice of a 56 hour work week or 112 hours per payroll period to a 54 hour work week or 108 hours per payroll period.

Trade or exchange rights existing under Article 3, Section 2, as applied to practice to regular scheduled days off shall not be altered by this agreement.

It is agreed that fire fighters will be permitted to trade these "Kelly Days". Any "Kelly Days" traded by fire fighters shall be subject to the provisions outlined in Article 3, Section 2 of the contract.

Agreed to this _____ day of _____, _____

CITY OF MONROE

MONROE FIRE FIGHTERS
ASSOCIATION LOCAL 326, I.A.F.F.

Raymond W. Soleau
Chief of Fire

Joseph A. Lybik
Director of Personnel

[Signature]
President

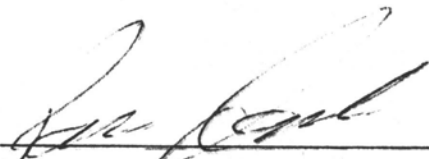
Bernard H. [Signature]
Vice-President

**LETTER OF AGREEMENT
ON PENSION BENEFITS**

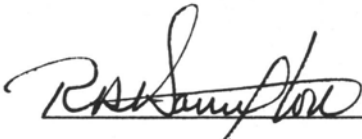
This letter will serve to confirm certain understandings reached during contract negotiations held during April, 1999. The parties recognize that employees are eligible to retire during these negotiations and after the expiration date of the present contract. The contract was extended by mutual agreement in accordance with P.E.R.A. It is the primary intent of this letter to provide that those eligible employees may retire during this time and will be entitled to any pension improvement agreed to or awarded as a part of the final settlement of the July 1, 1998 contract.

This memo is without precedent in any future negotiations.

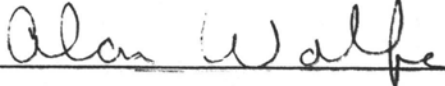
Agreed to this _____ day of _____ 1999.



Paul Iacoangeli, President, #326



Robert A. Hamilton, City Manager



Alan Wolfe, Negotiator



Joseph S. Lybik, Director of Personnel

April 22, 1999

Prohibition of Off-Duty Employment as a Fire Fighter

Employees covered by this Agreement are prohibited from performing fire fighting duties for any other public entity operating a paid or volunteer fire department other than the City of Monroe except as an employee of the City of Monroe under the terms of the Mutual Aide Agreement.

Employees who violate this section may be subject to discipline up to and including discharge.

ALS UNDERSTANDING

1. The parties agree that mutual cooperation is necessary to implement and maintain the City's emergency medical ALS transport service in conformity with requirements of state licensing and other regulations emanating from P.A. 368 of the Public Acts of 1978; from P.A. 179 of the Public acts of 1990 and any and all similar future laws, rules, regulations and requirements.
2. First 100 hours of off duty time compensated with compensatory time at time and one half per hour worked for a total not to exceed 150 hours. The City shall keep records of such time. Employees will be able to use said compensatory time in hour increments when use does not cause overtime. Any hours after the first 100 hours will be compensated at time and one half the employee's hourly rate of pay.
3. Compensatory time will be selected by the employee once all other time is selected during the regular November selection process. Compensatory time selected in 12 or 24 hour blocks will be treated as a personal¹ day and adhere to its rules. Compensatory time selected in less than 12-hour increments shall be done on a daily basis. Seniority shall govern its utilization.
4. City agrees that employees will be able to carry over personal, Kelley and unused vacation days into the year 2000 to accommodate this locked in period.
5. Employees successfully completing the Paramedic program will agree to maintain their license through September, 2003. The parties agree that 21 personnel will be required to have and maintain a Paramedic license before anyone can voluntarily remove himself or herself from the program. After the required numbers of persons are licensed the most senior Firefighter trained and hired before 12-01-99, as a paramedic will have the opportunity after a period of 3 years, to voluntarily removing himself from the regular duties of the ALS unit. An employee wishing to withdraw from the program must provide at least thirty (30) days notice given to the Chief of Fire.
6. The City will continue to provide necessary in-house continuing education training classes on a regular basis for each Paramedic, EMT and First Responder.
7. There will be no change in our current seniority system, however, employees understand that two paramedics will be assigned to the front line transporting vehicle 24 hours a day, 7 days a week. When necessary, ambulance assignment will take precedence over position or seniority.
8. In order to provide for an even number of paramedics six (6) shift transfers may be necessary to balance shifts. These transfers shall be made giving consideration

¹ This use of time is not to be construed as an additional Personal(s) Day as permitted by the contract

to seniority, and position held. All things being equal seniority shall prevail. Employees understand that seniority shift selection may be prohibited if a vacancy caused by that selection reduces the shift below the required six (6) paramedics. Paramedics will be allowed to transfer shifts when more than six (6) paramedics are on the shift being vacated.


9. The back-up transport vehicle will be staffed by a minimum of one paramedic and one EMT when transport is necessary.
10. Paramedics assigned to headquarters will have the opportunity to use their seniority before the last junior paramedic is sent to a satellite station.
11. Paramedic Officers will function in a capacity defined by the Chief of Fire.
12. It is the city's prerogative to both implement or eliminate the BLS and ALS programs. It is also the City's responsibility for the daily maintenance of both of the programs while they are implemented. However, for so long as the city implements a BLS or ALS program, it shall maintain at least ten (10) 24-hour personnel on duty at all times, even if overtime is required.
13. It is hereby agreed that after Advance Life Support (ALS) implementation, the City and Association will meet every two months during the first year of the program in order to attempt to resolve any problems that will arise in the administration of the advance life support program.
14. The City agrees that, once ALS transport begins, a twenty-five dollar per day, per diem, will be paid to paramedics assigned to the transport vehicle and who have completed transport. Assignment to the transport vehicle shall be on the voluntary selection process based on seniority.
15. Because of Firefighter/paramedic burnout, bloodborne pathogens, airborne pathogens, and related stresses, Firefighters shall be precluded from working on their off-duty time for any other EMS, ambulance, rescue, hospital, clinic or health care facility in the capacity of a health care worker, unless specific approval is granted by the Chief of the Department.
16. As a condition of continued employment employees hired after (December 1, 1999) shall be licensed and maintain a Paramedic (AEMT) license according to Monroe County Medical Control standards.
17. A quality Assurance Committee shall be instituted with members from administration, personnel delivering service and the medical director.
18. Employees understand that in order to provide a quality service to the community they must participate bimonthly either by assignment to the transport vehicle or by participating at the Emergency room of Mercy Hospital for at least 4 hours.

Hospital participation shall be done while on duty. (Hours are an example may need to be revised after discussion with Quality Assurance Committee). Records of this participation shall be maintained in the departments training files.

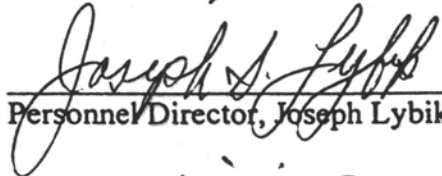
19. Members agree that beginning with the next Sergeants exam an applicant must have a Paramedic license approved by the State of Michigan Department of Consumer and Industrial Services.

Agreed to this 21 day of Aug, 2000

CITY OF MONROE:



City Manager, Robert A. Hamilton

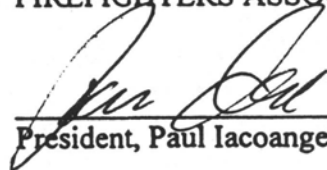


Personnel Director, Joseph Lybik

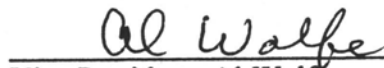


Chief of Fire, William Bert

FIREFIGHTERS ASSOCIATION:



President, Paul Iacoangeli



Vice President, Al Wolfe

LETTER OF AGREEMENT

This letter will serve to confirm certain understandings reached in the recent negotiations between the City of Monroe and the Monroe Fire Fighters Association. Per diem payment of \$25.00 (twenty-five dollars) shall be paid for each Paramedic involved in providing transport service for the City of Monroe. Credit will be made upon the first transport of the day the Paramedic transports. It is understood that transport shall not be restricted only to City of Monroe vehicles.

The Fire department is required to maintain accurate records of Paramedics who transport patients to Medical facilities. Per diem amounts will be credited and then divided among Paramedics who fulfill the minimum requirements defined below.

Effective July, 2001 and in July of each year thereafter, payment of per diem amounts will be paid by separate check. Per diem credits will begin when the City of Monroe begins its transport service.

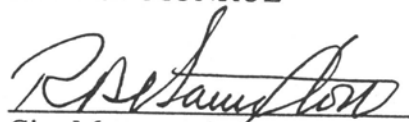
In order to participate in per diem payout Paramedics must meet the following minimum requirements:

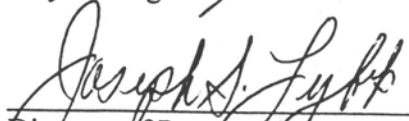
1. Paramedics with 1-8 year's seniority must transport 36 days in a year.
2. Paramedics with 9-16 year's seniority must transport 24 days in a year.
3. Paramedics with 17 year's seniority and more must transport 12 days in a year.

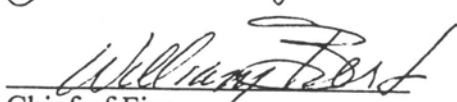
(Example: 20 Paramedics meet minimum requirements, a total of \$20,000 has been credited to the per diem account. Each Paramedic receives \$1,000.00 in July)

Agreed to this 21 day of Aug, 2000

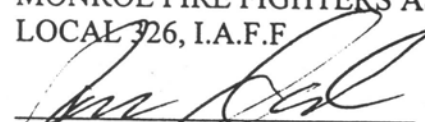
CITY OF MONROE

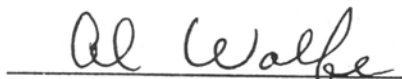

City Manager


Director of Personnel


Chief of Fire

MONROE FIRE FIGHTERS ASSOCIATION
LOCAL 226, I.A.F.F.


President


Vice-President

Letter of Understanding

Hazardous Material Response Pay

In recognition that emergency response to incidents involving dangerous or hazardous substances or materials presents unique life, safety and health concerns; that members of the Monroe Firefighters Association, without receiving additional compensation, have obtained the requisite training and expertise to respond to such incidents; and that the members of the Association will provide this new and valuable service to the City of Monroe; The City and the Association hereby agree to the following:

1. Compensation
 - A. The City will pay an employee who responds to a dangerous or hazardous substances or materials incident as defined in Ordinance No. 95-010 at a rate triple his or her hourly rate for all time that employee spends in duties related to the incident.
 - B. Section 1.A. only applies when the City collects sufficient revenue from liable to the City under City Ordinance 95-010 for the costs and expenses of the response.
2. The City will make reasonable and diligent efforts to bill and collect against parties liable for the costs and expenses of response under City Ordinance 95-010.
3. The City will ask entities in the Department's Mutual Aide Response District to adopt measures to recover costs incurred for specialized emergency services provided by the Monroe Fire Department when called to provide assistance through Mutual Aid.

Agreed to this 21 day of Aug., 2000

CITY OF MONROE

William Bert
Chief of Fire

Rose Sammons
City Manager

Joseph J. Lybick
Director of Personnel

MONROE FIREFIGHTERS ASSOCIATION

Joe Carl
President

Al Walbe
Vice-President

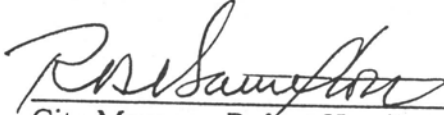
LETTER OF UNDERSTANDING

In order to maintain requirements established by the Monroe County Medical Control Board an EMT-S and EMTP who participates in the Monroe County Credentialing Program shall be paid for no more than 3 EMS review sessions attended while off duty. Overtime will be calculated in accordance with Article III, Section 4B. Members also agree that they will attend any review session scheduled while on duty, (maximum of 6), and the City agrees to accommodate those members who are on duty. It is further understood that this agreement will apply only to EMS review sessions.

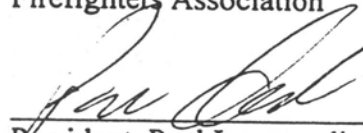
Agreed to this 21 day of Nov, 2000

City of Monroe

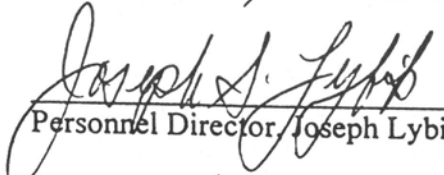
Firefighters Association



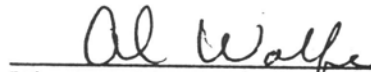
City Manager, Robert Hamilton



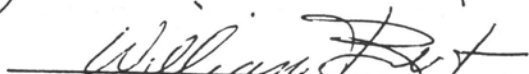
President, Paul Iacoangeli



Personnel Director, Joseph Lybik



Vice President, Al Wolfe



Chief of Fire, William Bert

LETTER OF AGREEMENT

This letter will serve to confirm certain understandings reached in the recent negotiations between the City of Monroe and the Monroe Fire Fighters Association. During the conclusion of the 1998 negotiations residency became an issue concerning the two (2) most recent hires to the Fire Department.

Now that Senate Bill 198 has become law, the parties mutually agree to delay the implementation of SB 198, until the expiration of this contract on June 30, 2001.


Further, the parties agree that the two (2) members listed below have a choice to stay at their current residence on record or they may comply with Ordinance #97-017 until a new contract is negotiated, signed and ratified by both parties.

Fire Fighter Derek Whittaker

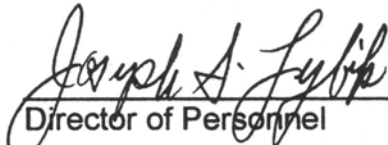
Fire Fighter Robert Wight

Agreed to this 14 day of June, 2000

CITY OF MONROE



City Manager



Director of Personnel

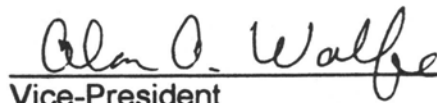


Chief of Fire

MONROE FIRE FIGHTERS ASSOCIATION
LOCAL 326, I.A.F.F.



President



Vice-President

FF # 18

Fire Fighter Proposal to City of Monroe

May 5, 1999

Proposed New Language

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.

11/3/99
T.A. [Signature]

Proposed New Language

Article V, Fringe Benefits

Section 5: Pensions

Subsection K. Retroactive Pension Benefits

The parties recognize that employees are eligible to retire during negotiations and after the expiration date of the present contract. Provided that the contract is extended by mutual agreement in accordance with P.E.R.A, those eligible employees may retire during this time and will be entitled to any pension improvement agreed to or awarded as a part of the final settlement.


TJ 11/3/99
Pd
[Signature]

LETTER OF UNDERSTANDING

The City and Association agree that in the course of the 1998-2000 negotiations, the City indicated its intent to add a third mechanic to the Fire Department. The third mechanic will be added following completion of the August, 2000 testing procedures.

FIRE FIGHTERS ASSOCIATION

CITY OF MONROE



President, Paul Iacoangeli

City Manager, Robert Hamilton



Vice President, Al Wolfe

Personnel Director, Joseph Lybik

Chief of Fire, William Bert

ADDENDUM A

ORDINANCE NO. 97-017

An Ordinance to amend Chapter 292, Section 292.01 of the Codified Ordinances of Monroe, Michigan, and repeal Ordinance in conflict therewith.

THE CITY OF MONROE ORDAINS:

Section 1. Amendment of Chapter 292, Section 292.01 of the Codified Ordinances of Monroe, Michigan.

Chapter 292, Section 292.01 of the Codified Ordinance of Monroe, Michigan is amended to read as follows:

292.01 RESIDENCY AND CITIZENSHIP REQUIREMENTS.

(a) Elected Officers. Every elective officer of the City shall be a resident of the City and a citizen of the State of Michigan and of the United States.

(b) Previously Hired or Appointed Employees or Officials.

(1) Every person hired or appointed prior to July 1, 1975, shall not be required to change his or her residence, nor suffer any penalty as a result of his or her residency. The policy in effect prior to July 1, 1975, was that employees could reside outside the limits of the City of Monroe, but within a five-mile perimeter thereof, and were allowed to move into the City from that perimeter, or out of the City into that perimeter, without restriction, provided that the City was notified of the residency change.

(2) Employees hired between July 1, 1975, and November 1, 1977, shall be subject to the residency requirements as prescribed by ordinance or civil service rules in effect at that time.

(c) Geographical Boundaries of Residency Area.

(1) The residency requirements for employees in the COMEA Unit II and the Police and Fire bargaining units of the City shall be defined, as agreed to pursuant to certain collective bargaining agreements, by the following geographical boundaries:

Commencing at the intersection of Woodchuck Creek with Lake Erie; thence westerly along Woodchuck Creek to Goutz Road; thence northerly along Goutz Road to Albain Road; thence westerly along Albain Road to Strasburg Road; thence northerly along Strasburg Road, and Strasburg Road extended, to North Custer Road; thence westerly along North Custer Road to Doty Road; thence northerly along Doty Road to the north Township line of Raisinville Township; thence easterly along the north Township line of Raisinville Township to Exeter Road; thence northerly along Exeter Road to the

north Township line of Frenchtown Township; thence easterly along the north line of Frenchtown Township to Lake Erie; thence southerly along the easterly shoreline of Lake Erie to Woodchuck Creek.

The boundary description covers both sides of all roads above described.

(2) The residency requirements for employees in the Teamsters Local #214 and COMEA Unit I bargaining units of the City shall be defined, as agreed to pursuant to certain collective bargaining agreements, by the following geographical or political boundaries:

Land located in Townships 6, 7, and 8 South and Ranges 7, 8, 9, and 10 East of the County of Monroe, State of Michigan and described as follows: Commencing at the intersection of the centerline of Allen Cove Road extended southeasterly and the western shoreline of Lake Erie; thence northwesterly along the centerline of Allen Cove Road and said extension to the southern boundary of LaSalle Township, said boundary being the centerline of Rauch Road extended easterly; thence westerly along the centerline of Rauch Road and said extension to the centerline of Minx Road; thence northerly along the centerline of Minx Road and Minx Road extended northerly to the centerline of Ida East Road extended easterly, said road and extension being the southern boundary of Raisinville Township; thence westerly along the centerline of Ida East Road and said extension to the centerline of Lewis Avenue; thence northerly and northeasterly along the centerline of Lewis Avenue to the centerline of North Custer Road; thence northwesterly along the centerline of North Custer Road to the centerline of Ida Maybee Road; thence northeasterly along the centerline of Ida Maybee Road to the centerline of Stone Road; thence easterly along the centerline of Stone Road and southeasterly along the centerline of Blue Bush Road and Blue Bush Road extended southeasterly to the northern boundary line of Raisinville Township; thence easterly along the northern boundary line of Raisinville Township to the centerline of Exeter Road, said road being the western boundary of Frenchtown Township; thence northerly along the centerline of Exeter Road to the northern boundary of Frenchtown Township; thence easterly, southerly, easterly, southerly, and easterly to the western shoreline of Lake Erie; thence southwesterly along the western shoreline of Lake Erie to the intersection of the centerline of Allen Cove Road extended southeasterly, said point of intersection being the point of beginning and ending.

The foregoing description includes a northern portion of the City of Luna Pier, an eastern portion of Raisinville Township, a southwestern portion of Exeter Township, a southern portion of the Village of Maybee, all of the Townships of Lasalle, Frenchtown, and Monroe, and all of the City of Monroe. Both sides of all roads, streets, and highways on the perimeter of the foregoing description shall be considered within the boundaries of said description.

(d) Appointees, Department Heads and Assistants, and Board and Commission Members.

(1) Certain appointees and all board and commission members shall, at the taking of their oaths, be residents of the City.

(2) The Mayor and Council may, upon the appointment of department heads and assistant department heads, grant them up to one year to move within the City limits.

Section 2. Severability

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall be affected thereby.

Section 3. Effective Date

This Ordinance shall become effective 20 days after its passage.

I hereby certify that the above Ordinance was passed at a regular meeting of the City Council at the City of Monroe, Michigan, held Monday, December 1, 1997 at 7:30 p.m.

Elizabeth A. Dickey, CMFA
City Clerk-Treasurer

C.D. Cappuccilli
Mayor

First Reading	11-10-97
Second Reading	11-17-97
Public Hearing	11-24-97
Third Reading	12-01-97
Published	12-07-97

LETTER OF AGREEMENT

This letter will serve to confirm certain understandings reached during recent discussions on November 21, 1996, regarding implementation of the Firefighter Rental Housing Inspection Program conducted by the Monroe Fire Department and to resolve the Union's claims regarding the promotional procedure.

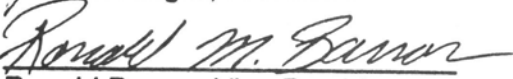
The parties have agreed to modify or change the testing procedure in Article IX of the contract and selection of individuals to fill Inspector positions.

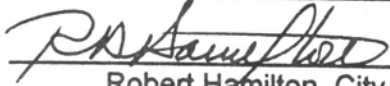
The parties have agreed on the following:

1. The four (4) candidates taking the exam on October 17, 1996 shall not re-take the exam. Their scores shall remain and be placed on the new list in numerical order.
2. Candidates who failed to appear on October 17, 1996 are not entitled to take the examination.
3. There are six (6) candidates remaining to take the examination to create an eligibility list for this position.
4. The passing score for the examination is a standard score of 75% or better.
5. All candidates passing with the stated score in #4 above will be ranked according to seniority and offered the position in order of seniority.
6. Appointed Firefighters will be on probationary status for one (1) year from the date of appointment. Appointees will be entitled to the pay rate set forth in the collective bargaining agreement throughout the entire probationary period.
7. The Fire Chief will evaluate personnel in this assignment at three (3) month intervals and provide appointees with a written copy of the evaluation.
8. All vacancies in Firefighter/Rental Housing unit will be filled according to this agreement.

This Agreement is entered into on November 27, 1996


Paul Iacoangeli, President


Ronald Barron, Vice President


Robert Hamilton, City Manager


Raymond W. Soleau, Chief of Fire


Joseph S. Lybik, Director of Personnel



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WOODTICK
 PENNSYLVANIA

