

6846

12/31/98

AGREEMENT

CITY OF MUSKEGON, MICHIGAN
A HOME RULE CITY

AND

LOCAL #370

MUSKEGON FIRE FIGHTERS UNION

AFFILIATED WITH

MICHIGAN STATE FIRE FIGHTERS UNION
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

1996, 1997, 1998

Muskegon, City of

COLLECTIVE BARGAINING

ARTICLE 1 - PURPOSE AND DEFINITIONS	1
SECTION 1.1 PURPOSE	1
SECTION 1.2 DEFINITIONS	1
ARTICLE 2 - COVERAGE	1
ARTICLE 3 - RECOGNITION	1
ARTICLE 4 - DUES DEDUCTION	2
SECTION 4.1 UNION SECURITY	2
SECTION 4.2 CHECK-OFF	2
ARTICLE 5 - UNION ACTIVITIES	
SECTION 5.1 GENERAL	2
SECTION 5.2 RELEASED TIME	2
SECTION 5.3 REPRESENTATION	3
SECTION 5.4 BULLETIN BOARDS	3
SECTION 5.5 MEETINGS	3
ARTICLE 6 - OTHER ORGANIZATIONS	3
ARTICLE 7 - MANAGEMENT RIGHTS	3
SECTION 7.1 RECOGNITION OF AUTHORITY	3
SECTION 7.2 RULES AND REGULATIONS	3
SECTION 7.3 STATION DUTIES	3
SECTION 7.4 MAINTENANCE	3
SECTION 7.5 GRIEVANCE	4
SECTION 7.6 INSPECTIONS	4
SECTION 7.7 ADVANCED LIFE SUPPORT	4
SECTION 7.8 AUTOMATIC RESPONSE	4
SECTION 7.9 HAZARDOUS MATERIALS	4
ARTICLE 8 - WAGES	5
SECTION 8.1 GENERAL	5
SECTION 8.2 LONGEVITY PAY PLAN RULES AND REGULATIONS	5
SECTION 8.3 OVERTIME PAY	6
SECTION 8.4 EQUALIZATION OF OVERTIME HOURS	7
SECTION 8.5 CALL-BACK PAY	7
SECTION 8.6 TABLE ALLOWANCE	7
SECTION 8.7 EMERGENCY MEDICAL TRAINING	7
SECTION 8.8 STAND-BY PAGER	8
SECTION 8.9 ACTING ASSIGNMENT	8
ARTICLE 9 - TRAINING PAY	9

ARTICLE 10 - HOURS OF EMPLOYMENT	9
ARTICLE 11 - VACATIONS	10
SECTION 11.1 ELIGIBILITY AND AMOUNT	10
SECTION 11.2 ANNIVERSARY DATE	11
SECTION 11.3 TIME OF VACATION	11
SECTION 11.4 DESIGNATION OF VACATION PERIOD	11
SECTION 11.5 TERMINATION OF EMPLOYMENT	11
ARTICLE 12 - HOLIDAYS	11
SECTION 12.1 HOLIDAYS DEFINED	11
SECTION 12.2 HOLIDAY PAY - HOLIDAYS WORKED	12
SECTION 12.3 HOLIDAYS ON VACATION DAY, SICK LEAVE DAY OR NORMAL DAY OFF	12
SECTION 12.4 PERSONAL LEAVE DAY	12
SECTION 12.5 HOLIDAY--ACTING ASSIGNMENTS	12
ARTICLE 13 - SENIORITY	12
SECTION 13.1 DEFINITION	12
SECTION 13.2 TERMINATION OF SENIORITY	12
SECTION 13.3 LAY OFF AND RECALL	13
SECTION 13.4 LAY OFF BENEFITS RETAINED	13
ARTICLE 14 - SICK LEAVE	13
ARTICLE 15 - BEREAVEMENT AND JURY DUTY LEAVE	15
SECTION 15.1 BEREAVEMENT LEAVE	15
SECTION 15.2 JURY DUTY LEAVE	15
ARTICLE 16 - INSURANCE	16
SECTION 16.1 LIFE INSURANCE	16
SECTION 16.2 HOSPITAL MEDICAL-SURGICAL BENEFITS	16
SECTION 16.3 DENTAL INSURANCE PLAN	16
SECTION 16.4 PRESCRIPTION DRUG PLAN	16
SECTION 16.5 POST-RETIREMENT HEALTH BENEFITS	16
ARTICLE 17 - HEALTH AND WELFARE	17
ARTICLE 18 - UNIFORM ALLOWANCE	17
ARTICLE 19 - MAINTENANCE OF CONDITIONS	17
SECTION 19.1 TERMS IN EFFECT	17
SECTION 19.2 UNILATERAL CHANGES PROHIBITED	17
SECTION 19.3 RELATION TO REGULATIONS, ETC.	17
SECTION 19.4 LABOR-MANAGEMENT COMMITTEE	17
SECTION 19.5 ADVANCEMENT	18

ARTICLE 20 - DISCIPLINARY ACTION	18
ARTICLE 21 - GRIEVANCE AND APPEAL PROCEDURE	18
SECTION 21.1 DEFINITION	18
SECTION 21.2 TIME LIMITS	18
SECTION 21.3 OTHER REMEDIES	19
ARTICLE 22 - 40 HOUR EMPLOYEES	20
ARTICLE 23 - COST-OF-LIVING	20
ARTICLE 24 - CIVIL SERVICE--REOPENER	20
ARTICLE 25 - PENSION	20
SECTION 25.1 RETIREMENT AGE	20
SECTION 25.2 WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS	20
SECTION 25.3 RETIREMENT BENEFIT	21
SECTION 25.4 MANDATORY RETIREMENT AGE	22
ARTICLE 26 - TECHNOLOGICAL CHANGE	22
ARTICLE 27 - RESIDENCY	22
SECTION 27.1	22
SECTION 27.2	22
ARTICLE 28 - PROBATIONARY PERIOD	22
ARTICLE 29 - FIRST RESPONDER	22
ARTICLE 30 - FIRE FIGHTER LEVEL I AND FIRE FIGHTER LEVEL II	23
ARTICLE 31 - PHYSICAL FITNESS	23
ARTICLE 32 - DRUG TESTING	23
ARTICLE 33 - PROMOTIONS	23
SECTION 33.1 CIVIL SERVICE	23
SECTION 33.2 SPECIALIZED POSITIONS	24
ARTICLE 34 - GENERAL	24
SECTION 34.1 NO STRIKE CLAUSE	24
SECTION 34.2 SEPARABILITY	24
SECTION 34.3 MUTUAL AGREEMENT ON CHANGES IN CONTRACT	24
SECTION 34.4 DISTRIBUTION OF AGREEMENT	24
ARTICLE 35 - DURATION	25
SECTION 35.1 DURATION	25

SECTION 35.2 EXTENSIONS 25

EXHIBIT A – Salary Schedule

EXHIBIT B – 40 Hour Employees in the Fire Department

EXHIBIT C – Drug and Alcohol Policy

COLLECTIVE BARGAINING

THIS AGREEMENT effective January 1, 1996, between the City of Muskegon, Michigan, a municipal corporation, hereinafter called the City, and Local No. 370 of the International Association of Fire Fighters, also known as Muskegon Fire Fighters Union, AFL-CIO, hereinafter called the Union.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1 - PURPOSE AND DEFINITIONS

SECTION 1.1 PURPOSE. The parties hereto have entered into this agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

SECTION 1.2 DEFINITIONS. "City" shall include the elected or appointed representatives of the City of Muskegon, Michigan.

"Union" shall include the officers or representatives of the Union.

Whenever the singular number is used, it shall include the plural.

ARTICLE 2 - COVERAGE

This agreement shall be applicable as to all uniformed employees of the Fire Department of the City, except the Chief thereof, civilian employees, and fire personnel other than full-paid.

ARTICLE 3 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department including all matters concerning advancement and promotion.

ARTICLE 4 - DUES DEDUCTION

SECTION 4.1 UNION SECURITY. All new employees in the bargaining unit shall, six (6) calendar months after their calendar date of employment, and all current employees shall, within thirty (30) calendar days after the execution of this agreement, as a condition of employment, pay to their bargaining representative either dues as established by such representative or a service fee equivalent to the amount of dues uniformly required of members of the bargaining agent. No employee in the bargaining unit shall be required, as a condition of employment, to be a member of the Union.

SECTION 4.2 CHECK-OFF. The City of Muskegon, upon receipt of a signed check-off authorization shall withhold on a monthly basis the dues or service fees required of employees in the bargaining unit and forward the same to the treasurer of the Union.

The Union shall save the City harmless from any and all third party claims, lawsuits, judgments, or awards arising out of the agreements of the parties with regard to Union Security.

ARTICLE 5 - UNION ACTIVITIES

SECTION 5.1 GENERAL. Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal. The Union, at any time, may present grievances to the employer and have those grievances adjusted, if the adjustment or adjustments are not inconsistent with the terms of a collective bargaining contract or agreement then in effect.

SECTION 5.2 RELEASED TIME. The president of the Union and the bargaining committee shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities. This shall include contract negotiations with the City, appearances before the City Commission, Civil Service Commission, and appropriate court of legal jurisdiction, processing of grievances, and the administration and enforcement of this agreement.

Delegates certified by the Union shall be granted leave with pay to attend the following meetings:

	<u>No. of Delegates</u>
Michigan State Fire Fighters Union Biennial Convention	2
Fire Fighters District Meeting	2
International Association of Fire Fighters Biennial Convention	2

Paid leave granted to such delegates shall not exceed the lesser of either seven (7) calendar days or the official business dates of the convention or conference including reasonable direct travel time.

SECTION 5.3 REPRESENTATION. All employees who are covered by this agreement shall be represented for the purpose of grievance procedure and negotiations by a bargaining committee to be chosen by the Union.

The bargaining committee, paid or not, shall be limited to three (3) employees.

The Union will supply to the City a letter clarifying and identifying the duties of the Union officers of Local No. 370.

SECTION 5.4 BULLETIN BOARDS. Existing bulletin boards at each fire station may be used for posting of Union notices or other materials.

SECTION 5.5 MEETINGS. 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.

ARTICLE 6 - OTHER ORGANIZATIONS

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE 7 - MANAGEMENT RIGHTS

SECTION 7.1 RECOGNITION OF AUTHORITY. The Union recognizes the City is vested with all management functions including the full and exclusive control, direction and supervision of operations in the work force and that it shall manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the City has not officially abridged, delegated or modified by this agreement.

SECTION 7.2 RULES AND REGULATIONS. The Chief shall formulate rules and regulations not inconsistent with this agreement under which the employees must work.

SECTION 7.3 STATION DUTIES. Station duties, assignments and work details shall be as required by the Chief and officers of the department with reasonable observance of seniority and ability.

SECTION 7.4 MAINTENANCE. Maintenance of equipment, the station and grounds shall also be as required by the Chief of the department.

SECTION 7.5 GRIEVANCE. A grievance may be filed on any work project which exceeds the terms of Sections 7.3 and 7.4 and the work must stop until the grievance is settled. Training sessions and inspections shall not be considered "work projects" under this Section.

SECTION 7.6 INSPECTIONS. Employees may be assigned for training and may be assigned on-duty work related to housing and fire inspection, commercial building inspection or any other similar activity designated by the Chief.

SECTION 7.7 ADVANCED LIFE SUPPORT. If the City decides to provide advanced life support, the labor contract shall be re-opened to deal with issues related to providing advanced life support.

SECTION 7.8 AUTOMATIC RESPONSE. Employees may be assigned to automatically respond (not mutual aid) to fires outside City limits and other jurisdictions may automatically respond (not mutual aid) to fires inside City limits subject to the following conditions:

(a) There must be a mutual written agreement between municipalities to automatically respond; and

(b) If there are less than thirty seven (37) members in the unit for nine consecutive months, the City is to discontinue the automatic response agreements. For purposes of determining compliance, individuals on a leave of absence are to be counted as members in the unit.

SECTION 7.9 HAZARDOUS MATERIALS. Employees may be assigned to handle hazardous materials (HAZMAT), analogous to Muskegon County's HAZMAT program, subject to the following:

(a) Prior to implementation, the City shall notify the Union of the City's intent to handle hazardous material and the City shall submit any hazardous material plan to the Union for comment purposes only;

(b) All new members to this unit on or after January 1, 1993 shall become and maintain "Technicians" status as a condition of continued employment after notification of the City's intent to handle hazardous material. Employees in the bargaining unit prior to January 1, 1993 may volunteer to handle hazardous materials;

(c) Employees required to be "Technicians" due to being new in the unit after January 1, 1993 and volunteers shall be entitled release time and/or training pay to obtain and maintain "Technician" status once the City decides to handle hazardous materials. City will inform employees of the times and location of relevant training and classes and City shall pay the cost of the approved class;

(d) If there are insufficient personnel between employees required to be Technicians due to being hired after January 1, 1993 and volunteers to handle this function, in the sole discretion of the City, then the City may use non-bargaining unit personnel for the handling of hazardous materials; and

(e) If the City elects to assign the handling of hazardous materials, Technicians shall be paid \$125 per year, while the function is being performed.

ARTICLE 8 - WAGES

SECTION 8.1 GENERAL. The salary schedule for calendar years 1996, 1997, and 1998 is attached hereto, as Exhibit A. Exhibit A generally reflects a 4.25% increase in 1996, a 4.0% increase in 1997 and a 4.0% increase in 1998.

The starting rate of pay for 1996, 1997, and 1998 shall be Twenty-one Thousand (\$21,000) Dollars. Any employee hired after January 1, 1996, and prior to the execution of the 1996-1998 contract, shall not receive a cut in pay, but rather shall be "red circled" until such time as the salary schedule pay rate is equal to or greater than the amount actually received by the employee. All salary changes shall be effective on the first full pay period following satisfaction of the condition of the pay increase.

The positions specified in Appendix A are those adopted as follows:

<u>Title</u>	<u>Date Adopted by Civil Service Commission</u>
Firefighter	12/06/82
Inspector	09/26/89
Assistant Mechanic	12/06/82
Master Mechanic	12/06/82
Lieutenant	06/26/90
Captain	06/26/90
Fire Marshal	12/06/82
Battalion Chief	06/26/90
Assistant Chief	12/06/82

SECTION 8.2 LONGEVITY PAY PLAN RULES AND REGULATIONS.

(a) Semi-annual payments to be paid in June and December on a basis of \$100.00 per year for each five years of service and not to exceed \$500.00.

(b) Persons reinstated after a break in service will be granted their prior longevity status minus their last 5-years accumulation (\$100.00) upon re-employment. Each additional year of service after re-employment is to be added to this reduced credit for the next longevity increment.

(c) Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before June 30, and is on the payroll as of June 1st will be eligible for 1/2 the longevity payment in June and each successive semi-annual payment in December and June thereafter.

Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 31, and is on the payroll as of December 1st will receive 1/2 the longevity payment in December and each successive semi-annual payment thereafter.

(d) During the calendar year in which an employee retires under one of the City's retirement plans, he shall be entitled to receive, at the time of semi-annual payment of longevity, a prorated portion of his longevity pay based on days worked. (Amended March 22, 1960.)

(e) All compensation for employees is subject to deduction for income tax, retirement, and social security benefits. (Police and firemen excluded for social security deductions.)

Longevity rules adopted May 14, 1957	57-322
Amendment adopted March 11, 1960	60-133
Amendment adopted February 11, 1969	69-80

SECTION 8.3 OVERTIME PAY. Overtime pay shall be paid to employees for all work in excess of their regularly scheduled work day or work week. Such overtime shall be paid at 1 and 1/2 times the employee's prevailing hourly rate, which for purposes of this agreement shall be deemed to be the annual salary for such employees as set forth in Exhibit A, attached hereto, divided by 2808 hours in accordance with Article X. Effective January 1, 1990, if the employee works overtime in an acting assignment, then the "prevailing hourly rate" shall be the amount paid for the acting assignment. Any and all grievances or claims, whether filed or unfiled during the preceding contract, involving compensation for acting assignments shall be waived.

When called in, an employee shall receive a minimum of two hours overtime pay.

When shift going off duty is called out on alarm of fire and are required to remain at least 15 minutes past their normal shift requirements, overtime shall be paid as follows:

	<u>Time and One-Half</u>
0 minutes to 14 minutes	None
15 minutes to 44 minutes	1/2 hour
45 minutes to 1 hour 14 minutes	1 hour, etc.

The City will allow ten minutes personal clean-up time for purposes of computing overtime pay for a shift returning off duty from alarm of fire and are required to remain past their normal shift requirements.

SECTION 8.4 EQUALIZATION OF OVERTIME HOURS. A roster of all regular employees will be set up by classification. Overtime will be equalized to the fullest extent possible. The regular work shift ending shall be called first for overtime. The call-back roster shall be maintained and personnel rotated on the list in accordance with the procedures set forth in a Letter of Understanding dated July 23, 1981, as revised by the April 1, 1983 and June 19, 1989 letter and in subsequent mutually agreeable manner. An up-to-date list will be furnished to the Union after anyone works overtime. Overtime shall be performed on the basis of classification: Chiefs, Officers, Mechanics and Fire Fighters are to be called in for the position to be filled on the basis of rank. Mechanics are to be called in off the firefighters overtime list.

In addition to the above procedures, the City shall be permitted to hold employees over from their regular work shift for overtime purposes in limited emergency situations. Emergency situations shall arise only by act of God or through circumstances beyond the control of either the City or the Union. Such emergency hold-overs as may permit the City to waive the equalization of overtime rosters may only be expended for a period of up to twelve (12) hours following the regular work shift. During such twelve (12) hour extension the City shall exert its good faith efforts to follow the equalization of overtime rosters by attempting to call employees, within classifications, from said roster.

Notwithstanding the above, the City may call the incoming shift into work for overtime purposes if the call occurs within two (2) hours of the incoming shift's start time. If the City contacts the employee, overtime shall be paid at a minimum of two (2) hours. If the City does not reach the employee but the employee appears for work nonetheless, overtime shall be paid for the actual amount of time the employee is working beginning from the time the employee arrives at his station to pick up his gear.

SECTION 8.5 CALL-BACK PAY. Call-back pay shall be paid to employees for all work in excess of their regularly scheduled work day or work week. Minimum hours and reimbursement shall be at the same rate as provided for in the above Sec. 3, Overtime Pay, except for call-back pay for holidays which shall be at double time and one-half.

Call-back pay shall start when an employee arrives at his station to pick up his gear. Each employee reporting in shall then write down the employee's name and the time in the daily log book.

SECTION 8.6 TABLE ALLOWANCE. Beginning with the payment to be made January 1, 1985, the City shall pay directly to the Union a quarterly table allowance in the amount of Ninety (\$90.00) Dollars per active uniformed employee. This table allowance shall be used by the Union to offset the cost of maintenance of the table assessed to participating employee. The allowance shall not exceed Three Hundred Sixty (\$360.00) Dollars per year per active employee. Quarterly payments shall be made in March, June, September and December.

SECTION 8.7 EMERGENCY MEDICAL TRAINING. Effective January 1, 1996, each firefighter who receives and/or maintains Emergency Medical Training certification will receive as of December 1 of each year an annual payment of Three Hundred (\$300.00) Dollars.

The certification referred to above must be obtained and/or maintained by July 1st of each year, in order to receive payment on December 1st of each year.

All employees hired after January 1, 1993 will be required to obtain an Emergency Medical Technician license by the conclusion of probation and maintain such as a condition of employment. Employees required to be Emergency Medical Technician licensed shall be entitled to release time to obtain and release time or training pay to maintain such. City shall provide information on times and location of relevant classes and pay for such classes.

SECTION 8.8 STAND-BY PAGER. It is agreed that, at the discretion of the Chief, off-duty uniform personnel may be assigned to wear a pager and remain on call for a twenty-four (24) hour period. The firefighter on stand-by pager duty shall carry his/her turn-out gear with him/her and shall respond directly to the fire scene unless instructed otherwise. The firefighter shall be able to report to Central Fire Station within fifteen (15) minutes after receipt of the pager call. Firefighters shall be selected from the department seniority list beginning with the shift going off duty. Stand-by pager duty is optional except that the last three (3) firefighters or officers contacted must accept the stand-by pager duty if persons with more seniority decline. A maximum of three (3) firefighters or a combination of officers and firefighters shall be assigned stand-by pager duty at each twenty-four (24) hour period. However, the number assigned and the officer/firefighter ratio shall be at the discretion of the Chief. Stand-by pager duty pay shall be Fifteen Dollars (\$15.00) for each twenty-four (24) hour duty period. The rate of the pay when responding to emergencies shall be at the rate of time and one-half (1-1/2) beginning at the time the recall is transmitted.

SECTION 8.9 ACTING ASSIGNMENT.

(a) **Acting Assignment Defined.** Acting assignment shall mean the performance of the full range of duties to a next higher or next two higher position class or classification for more than twenty-four (24) hours in a fourteen (14) day pay period or for greater than twenty-four (24) hours in consecutive work days (e.g. a firefighter performing the duties of lieutenant, captain, assistant mechanic or master mechanic, a lieutenant performing the duties of captain or battalion chief, a captain performing the duties of battalion chief or assistant chief), within the time periods herein specified.

(b) If an employee works an acting assignment to a higher position class or classification as above defined, he shall be paid at the higher classification rate beginning with commencement of the first day following the twenty-four (24) hours in which the duties of the next higher position class or classification were performed.

ARTICLE 9 - TRAINING PAY

When employees are required to attend training during normal off-duty hours they will be paid at the rate of one times their normal hourly rate of pay as determined by dividing their annual salary by 2808 hours in accordance with Article 10.

Fire personnel attending fire colleges, seminars, etc., when authorized by the City will be given released time and be paid at their normal rate of pay.

ARTICLE 10 - HOURS OF EMPLOYMENT

The work period shall follow continuous twenty-eight (28) day cycles and shall be fifty-four (54) hours per week, two hundred sixteen (216) hours within the twenty-eight (28) day work period. During each twenty-eight (28) day work period, two (2) shifts shall be scheduled for nine (9) twenty-four (24) hour duty days. The third shift shall be scheduled for ten (10) twenty-four (24) hour duty days, however, each employee on the third shift shall be scheduled for one (1) additional twenty-four (24) hour duty day off duty but not limited to be taken within the twenty-eight (28) day work period.

If the tenth (10th) twenty-four (24) hour duty day is considered an acting assignment as defined by Section 8.9, acting assignment pay shall not be given during the pay period the duty day is worked. When the one (1) additional twenty-four (24) hour duty day is taken off, the day off shall be paid at the acting assignment pay rate.

Vacation time and sick time, military leave, and similar types of absences from duty will not be deducted from total hours for overtime computations. Overtime pay will be payable at the end of each pay period and include one (1) hour of overtime per week per employee beginning September 1, 1985.

The duty schedule of employees shall cover a nine day period and then repeat - (24 consecutive hours on duty, 24 consecutive hours off duty, 24 consecutive hours on duty, 24 consecutive hours off duty, 24 consecutive hours on duty, 96 consecutive hours off duty). The nine (9) day duty period contemplated above will not be met when an employee is transferred from one shift to another.

An employee may be permitted to trade time to the extent of two days per month with an employee within his classification. An employee may be permitted to trade a period of time less than 4 hours on one occasion per week not to exceed a total time traded of 48 hours per month.

No employee will be allowed to trade more than 48 hours to increase or extend his own vacation.

ARTICLE 11 - VACATIONS

SECTION 11.1 ELIGIBILITY AND AMOUNT.

(a) Any employee, other than a probationary employee, who retires, resigns, or leaves the service of the City shall be entitled to his prorated accumulated vacation time.

(b) No vacation shall be taken until an employee has been on the payroll for a period of at least six (6) months.

(c) Vacation time shall be accumulated as follows:

(1) 1/2 duty day per month of employment but not to exceed six (6) duty days per year during the first ten (10) years of continuous service.

(2) Fire Division employees who have completed ten (10) years or more of service for the City shall be entitled to two (2) vacation periods or nine (9) duty days of vacation each year, and Fire Division employees who have completed fifteen (15) years or more of service for the City shall be entitled to three (3) vacation periods or twelve (12) duty days of vacation in each year.

(d) A day of vacation shall be cancelled for each day an employee would have worked during the normal work week and shall be paid for at the rate he would have earned at that particular day exclusive of overtime. If an employee works more than 1,404 hours in an acting assignment in a calendar year, then the vacation pay for the following year shall be on a pro rata basis, i.e., if a lieutenant works 60% of calendar year 1989 as a captain, 60% of the vacation pay in 1990 shall be at the captain's rate and 40% shall be at the lieutenant's rate.

(e) Vacation leave shall be taken during the calendar year following the one in which it is earned; provided however that employees have completed ten (10) years of continuous service, or fifteen (15) years of continuous service, shall be granted their third or fourth extra week of vacation commencing with their 11th and 16th year of service.

Vacation leaves shall not be cumulative and unless conditions render it impossible, all employees shall take their vacation.

(f) Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity, shall be rescheduled or paid for at straight time as extra compensation for the period.

(g) In accumulating vacation leave, sick leave not exceeding that authorized in the sick leave provisions shall be counted as time worked in any one year. Absence because of duty-connected disability shall be counted as time worked.

SECTION 11.2 ANNIVERSARY DATE. The anniversary date of service, for the purposes of this article shall be measured by reference to the original date of appointment to the Fire Department.

SECTION 11.3 TIME OF VACATION. Two (2) employees per shift shall be allowed to pick vacations in the same vacation period, on the posted vacation schedule.

SECTION 11.4 DESIGNATION OF VACATION PERIOD. The two (2) week vacation period shall consist of six (6) consecutive work days commencing with the first duty period of a normal work schedule. One week vacations are to start on the first duty day of each shift beginning in January and running consecutively throughout the year.

The third and fourth week vacation periods will consist of three (3) consecutive duty days each, commencing with the first duty period of a normal work schedule.

Vacation will be picked by seniority per shift. The two (2) week vacation period need not be taken in consecutive weeks. Those employees entitled to and desiring to take a consecutive six (6) duty day vacation and those desiring to split their two (2) week vacation shall make their selections first. All subsequent one week selections shall thereafter be made by seniority, with the second week of the two (2) week vacation, if split, picked after all other vacation periods are chosen. This will also be done by seniority. The vacation list shall be posted no later than December 1, and the selection of vacation shall commence December 7th. Each employee shall have four (4) consecutive hours to select their vacation after being notified that they are next on the list. Time spent on emergency runs will not count towards the four (4) hour period. Employees notified after 8:00 p.m. will have until 8:00 a.m. of the next normal duty day to make their selection. If an employee fails to select their vacation during this period, their name will be placed at the end of the shift seniority list. Vacations selected shall not be changed because of transfers after the list is posted. Seniority between shifts shall be arranged as equally as possible.

SECTION 11.5 TERMINATION OF EMPLOYMENT. In 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 months from the last anniversary date bears to twelve, payable forthwith, at his then prevailing hourly rate, based on whole years of completed service.

ARTICLE 12 - HOLIDAYS

SECTION 12.1 HOLIDAYS DEFINED. For the purpose of holiday pay, legal holidays to be observed shall be as follows:

New Years Day	Labor Day
Martin Luther King Jr. 's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Regularly scheduled activities including physical maintenance, training, inspection, and other regularly scheduled activities will be assigned and performed on holidays and weekends.

SECTION 12.2 HOLIDAY PAY - HOLIDAYS WORKED. Each employee required to work the major portion (7:00 A.M. - 12:00 midnight) of those legal holidays recognized by this agreement for the purpose of holiday pay shall receive seventeen (17) hours additional pay based on annual salary divided by 2808 hours in accordance with Article 10.

Each employee required to work the day before a holiday and whose shift extends into the holiday (12:00 midnight - 7:00 A.M.), shall receive seven (7) hours of additional pay based on annual salary divided by 2808 hours in accordance with Article 10.

SECTION 12.3 HOLIDAYS ON VACATION DAY, SICK LEAVE DAY OR NORMAL DAY OFF. Sick leave day or normal day off, the employee shall receive no additional credit either in holiday pay or compensatory time off. No holiday pay will be paid except to those employees who actually work a holiday.

SECTION 12.4 PERSONAL LEAVE DAY. Each employee shall be entitled to take one (1) personal leave day per calendar year. Personal leave days shall be selected after all vacations have been chosen, extra leave days scheduled and in strict accordance with Department policy. Personal leave days may be scheduled even if an officer or firefighter is attending fire training courses. If an employee works more than 1,404 hours in an acting assignment in a calendar year, then the personal leave day pay for the following year shall be on a pro rata basis, i.e., if a lieutenant works 60% of calendar year 1989 as a captain, 60% of the personal leave day pay in 1990 shall be at the captain's rate and 40% shall be at the lieutenant's rate.

SECTION 12.5 HOLIDAY--ACTING ASSIGNMENTS. Effective January 1, 1990 if an employee works a holiday in a compensable acting assignment situation, then the "holiday pay" shall be at the amount paid for the acting assignment. Any and all grievances or claims, whether filed or unfiled during the preceding contract, involving compensation for acting assignments shall be waived.

ARTICLE 13 - SENIORITY

SECTION 13.1 DEFINITION. Seniority shall be defined as the employee's length of continuous service from the latest date of hire on which the employee commenced duties of the position to which he was appointed.

SECTION 13.2 TERMINATION OF SENIORITY. Seniority shall terminate for:

- (a) Discharge for cause;
- (b) Absence without leave exceeding nine (9) calendar days;
- (c) Voluntary quit;
- (d) Probationary removal;

- (e) Failure to respond to notice of recall as provided under Civil Service in the event of lay off.

SECTION 13.3 LAY OFF AND RECALL. In the event it becomes necessary to reduce the fire force, departmental seniority shall govern lay offs and recall. The employee lowest on the seniority list shall be the first to be laid off and the last to be recalled. Upon recall to service a laid off employee shall be subject to a medical and character investigation conducted by the Civil Service for the purpose of determining that his qualifications for employment have been maintained.

SECTION 13.4 LAY OFF BENEFITS RETAINED. A full time employee who is laid off from the service of the City shall retain the following benefits at the level earned in service as of the date of lay off:

- (a) Seniority from the last date of employment
- (b) Longevity pay status
- (c) The last increment step received within the pay range for position of employment subject to annual adjustment of the pay grade
- (d) Years of service related to vacation status
- (e) Sick leave status provided that such benefit is not chosen to be received according to the terms of severance
- (f) Seniority shall be credited only on active periods of employment.

ARTICLE 14 - SICK LEAVE

(a) Effective January 1, 1990, sick leave shall be accumulated by employees at the rate of one-half day per month of employment during the preceding calendar year. In any event the accumulation shall not exceed six (6) days during any one calendar year.

(b) All sick leave time shall be accumulated according to the time worked during the preceding calendar year, but may be anticipated during any current year upon authorization of the City Manager.

(c) Effective January 1, 1990, Fire Department employees working under the "platoon system" may accumulate unused sick leave up to a maximum of 60 working days. Thereafter a fellow employee in the same classification may substitute for such absent employees without loss of pay. The period of such substitution shall not exceed that determined by the Chief of the Fire Department and approved by the City Manager, and shall at all times be subject to termination, reduction or regulation by the City Manager.

(d) A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime.

(e) An employee disabled and absent from duty as a result of service connected injury incurred in the employment of the City shall receive his straight time salary without deduction from accumulated sick leave for the period of said disability and absence but not to exceed fifteen (15) calendar days commencing with date of injury. All workman's compensation for wages received during this period shall be supplemented to equal the straight time salary.

(f) An employee may request anticipated sick leave during his first year of employment which, if granted, shall be deducted from his accumulation during that year.

(g) Sick leave will be taken only for the following reasons and will be compensated for under the following conditions:

Any illness an employee may contract preventing his ability to perform normally and safely at work or any exposure to contagious disease he may experience through which the health of others would be endangered by his attendance on duty.

Any injury or illness to the employee's spouse, child, step-child, mother, father, mother-in-law or father-in-law, which requires the hospitalization or emergency medical treatment of that individual.

Any non-duty disability an employee may sustain, excepting therefrom injury that may be sustained while being temporarily in the employ of another during his off-time or such injury that may be sustained in conjunction with his conviction of the violation of an ordinance or law.

For a service connected disability (a) other than that for which the employer received Workmen's Compensation benefits for lost time; or (b) for which the employee is receiving Workmen's Compensation and shall have elected to be paid the difference between the benefits of the Workmen's Compensation received by him for such service-connected disability and his normal wage or salary, to be paid out of the operating funds of the department involved, in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected disability, until such sick leave accumulation has been exhausted, at which time such payments out of the operating funds of the department involved shall cease, unless the City Commission shall authorize an extension of leave. Payment by the City shall be the difference between the employee's straight time salary and the Workmen's Compensation benefit.

(h) A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work before compensation for the period will be allowed.

(i) An employee who has been absent from duty due to injury, or absent from duty for three or more consecutive work shifts due to illness, may be required to have the Physician's Release form turned in prior to returning to duty.

(j) Sick leave accruals shall be retained by an employee in each of the following cases: An employee who is absent on leave without pay; an employee who transfers from one classification or department to another; a classified employee who is recalled from a layoff.

(k) Fifty percent (50%) of any unused accumulated sick leave in excess of 60 working days shall be paid by the City to the employee on an annual basis with payment to be made on January 31 of the calendar year next succeeding the accrual.

(l) In the event of a confining illness and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year of service not to exceed an additional sixty (60) working days; provided, however, that in the case of an employee who shall have been in City Service for more than fifteen (15) years, such additional leave may be extended to, not to exceed six (6) months, instead of sixty (60) days.

(m) Upon termination of employment under honorable conditions, retirement or death, the employee's accrued sick leave will be compensated at the rate of one-half of the value of the accumulated sick leave, provided the employee has had twelve (12) months continuous employment with the City at the time of termination.

ARTICLE 15 - BEREAVEMENT AND JURY DUTY LEAVE

SECTION 15.1 BEREAVEMENT LEAVE. In the event there is a death in the immediate family of any employee consisting only of spouse, parent, grandparent, child, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother and grandchild and the employee attends the funeral service, such employee may be granted up to a three-day leave of absence with full pay. In no event shall this three-day leave of absence exceed five (5) calendar days. An employee may be granted up to twelve (12) hours of bereavement leave with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

If the employee worked an acting assignment on the employee's workday immediately preceding and immediately following a bereavement leave, then the employee shall receive acting assignment pay during the bereavement leave. Any and all grievances or claims, whether filed or unfiled during the preceding contract, involving acting assignments shall be waived.

SECTION 15.2 JURY DUTY LEAVE. An employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the employer on that date, and the daily jury duty fee paid by the courts, not including travel allowances or reimbursements of expenses, for each day on which he reports for or performs jury duty, and on which he otherwise would have been scheduled to work for the employer.

ARTICLE 16 - INSURANCE

SECTION 16.1 LIFE INSURANCE. The City of Muskegon will provide life insurance in the amount equal to the annual base salary for each employee covered by this agreement. The City of Muskegon will not provide life insurance for retirees formerly covered by this agreement.

SECTION 16.2 HOSPITAL MEDICAL-SURGICAL BENEFITS. The City of Muskegon shall pay 100% of the premium or premiums for a basic health plan at the semi-private room rate and for a major medical plan for all employees and their dependents covered by this agreement.

Present employees who retire after January 1, 1975, will receive the benefits of this article, until they attain age of Medicare eligibility.

Past employees who have retired before January 1, 1975, will receive the benefits as adopted for them by the City Commission of the City of Muskegon on February 11, 1975, effective February 27, 1975, until they attain age sixty-five (65), as the resolution of the City Commission may from time to time be amended.

Present employees shall receive Medicare Supplement for retirees after they attain age sixty-five (65).

SECTION 16.3 DENTAL INSURANCE PLAN. The City will provide a dental insurance plan (City of Muskegon Plan) covering all employees covered by this collective bargaining agreement.

SECTION 16.4 PRESCRIPTION DRUG PLAN. The City will provide a prescription drug plan (City of Muskegon Prescription Drug Plan) covering all employees covered by this collective bargaining agreement with a \$2 drug rider, for generic drugs, and a \$5 co-pay for brand names. If the brand name drug is equal or cheaper in price than the generic brand, the co-pay shall be \$2. For members who retire after January 1, 1993, and upon attaining age 65 shall be entitled to the benefits of this section.

SECTION 16.5 POST-RETIREMENT HEALTH BENEFITS. Notwithstanding anything to the contrary, for employees who leave City employment after January 1, 1990, except to the extent the employee qualifies for immediately payable benefits from the Police-Fire Retirement System, including disability benefits, retiree health benefits will be limited as follows:

10 years of service	50% of retiree health benefit
15 years of service	75% of retiree health benefit
20 years of service	100% of retiree health benefit

ARTICLE 17 - HEALTH AND WELFARE

The Chief of the Department shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury and sickness in conformity with statutory requirements.

There shall be established a labor-management committee consisting of an equal number of Union and City representatives for health and safety issues.

ARTICLE 18 - UNIFORM ALLOWANCE

The City agrees to continue providing turnout coats, night boots, bunker pants, helmet, two pair of gloves, PBI hood, and SCBA face piece for each employee at no cost to the employee. Other authorized items including dress uniform, uniform caps, winter coat, work shirts, work pants, t-shirts, work coats, shoes and corrective lens and frames for SCBA face piece shall remain the responsibility of the individual employee, except that the City shall reimburse the employee for acquisition of these items up to \$240 per year for 1996 and \$260 per year for 1997 and 1998. However, City will pay no more than what the employee actually spends during the fiscal year. For example, if the employee only spends \$50, the employee will be reimbursed only \$50. If the employee spends \$255, the employee will only be reimbursed \$240 for 1996.

ARTICLE 19 - MAINTENANCE OF CONDITIONS

SECTION 19.1 TERMS IN EFFECT. Wages, hours and conditions of employment in effect at the execution of this agreement shall, as contained herein, be maintained during the term of this agreement.

SECTION 19.2 UNILATERAL CHANGES PROHIBITED. The City shall make no unilateral changes in wages, hours and conditions of employment during the term of this agreement.

SECTION 19.3 RELATION TO REGULATIONS, ETC. This agreement shall supersede any local rules and regulations inconsistent herewith. Insofar as any of the provisions of the agreement shall conflict with any ordinance or resolution of the City Commission, appropriate action shall be taken to render such ordinance or resolution compatible with this agreement.

SECTION 19.4 LABOR-MANAGEMENT COMMITTEE. There shall be established and maintained a labor-management committee consisting of three union members and three management representatives to discuss matters of conflict with this agreement not covered by the grievance procedure hereinafter set forth.

For such matters not previously subject to contract negotiations, the labor-management committee may consider those matters which fall within generally recognized negotiable subjects as a basis for a supplemental agreement subject to further ratification by the respective parties. The effective date of any such supplemental agreement shall not exceed the contract period of the current major agreement.

SECTION 19.5 ADVANCEMENT. No employee shall be classified to a vacant higher position on a permanent basis without having passed an examination for such higher position and properly placed on the eligibility list.

ARTICLE 20 - DISCIPLINARY ACTION

Disciplinary action shall be processed in accordance with the procedure prescribed in the Civil Service Commission Rules and Regulations rules 10 and 12. No permanent employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise penalized except for cause and in no event until the employee and the Union shall have been furnished with a written statement of the charges and reasons for such action. All charges shall be void unless filed within 10 duty periods as scheduled under Article X of the agreement after the City has knowledge of the occurrence of the alleged violation. In any trial board proceedings, the employee shall have reasonable time to prepare for the defense against the charges preferred and shall have the right of counsel and shall be afforded due process.

The decision of the Civil Service Commission may be appealed to arbitration. Notice of intent to arbitrate such matters shall be received by the City within 14 calendar days after receipt of the formal decision of the Civil Service Commission. The cost of an appeal on a disciplinary action to arbitration shall be borne by the losing party.

ARTICLE 21 - GRIEVANCE AND APPEAL PROCEDURE

SECTION 21.1 DEFINITION. A grievance is any dispute, controversy or difference between the City and employees or the Union regarding the meaning, interpretation or application of expressed terms and provisions of this agreement.

SECTION 21.2 TIME LIMITS. The time limits outlined below are meant to be binding unless extended by mutual agreement. Any grievance not initiated, taken to the next step or answered within the time limit shall be considered settled on the basis of the last answer by management if the Union does not move to the next step within the time limits. If the City does not comply to the time limits, the grievance moves to the next step of appeal.

Step One

The Union may initiate a grievance by reducing the grievance to writing and presenting it to the department head or his designate. No grievance shall be considered timely unless it is filed within 10 calendar days of the occurrence upon which the grievance is based. The department head shall act upon a grievance within 10 calendar days of the time he received it. He shall reduce his answer to writing on the grievance form and shall return the grievance to the filing party.

Step Two

If the filing party is not satisfied with the disposition made by the department head, the grievance may be transmitted within ten (10) calendar days by the Union to the City Manager or designee. The City Manager or designee shall render the written disposition of the grievance within fifteen (15) calendar days after presentation.

Step Three

If the grievance is not adjusted by any of the above steps, the Union may, within fourteen (14) calendar days after receipt of the written answer from the City Manager or designee, give notice of its intent to submit the grievance to arbitration by filing with the Michigan Employment Relations Commission. In the event the City and the Union cannot agree on a choice of an arbitrator within fourteen (14) calendar days after the Union has notified the City of its intent to arbitrate, the parties shall then obtain a panel of five names from the Michigan Employment Relations Commission. The arbitrator shall then be selected from the panel of this list until only one remains. The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this agreement and shall not add to, subtract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties.

In the event a case is appealed to an arbitrator and he finds he has no power to rule on such case, the matter shall be referred to the parties without decision or recommendation on the merits of the case. The decision of the arbitrator in any case may not require retroactive wages in another case. The fees and expenses of an arbitrator and cost of the place of such hearing as is selected by mutual agreement of the parties will be equally divided between the City and the Union. The parties shall bear individually the cost of presenting their respective cases in arbitration with the exception of matters of disciplinary action on appeal from Civil Service.

SECTION 21.3 OTHER REMEDIES. The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE 22 - 40 HOUR EMPLOYEES

Uniformed members of the Muskegon Fire Department assigned to a 40-hour work week schedule shall in lieu of the leave and holiday schedule benefits accorded in this agreement, receive all benefits found in Exhibit B of the contract.

ARTICLE 23 - COST-OF-LIVING

The cost-of-living allowance previously included in collective bargaining agreements between the Union and the City shall be frozen during the term of this agreement and no cost-of-living allowance payments shall be made by the City during calendar years 1996, 1997, and 1998.

ARTICLE 24 - CIVIL SERVICE--REOPENER

The parties agree that if, during the life of this contract, the Charter of the City of Muskegon is amended to the effect that the Civil Service Commission is either abolished or established in some fashion other than by Charter, this contract may be reopened for negotiations upon the request of either party. The negotiations conducted pursuant to said reopener shall be specifically limited to areas previously within the exclusive jurisdiction of the Civil Service Commission of the City of Muskegon.

ARTICLE 25 - PENSION

SECTION 25.1 RETIREMENT AGE. The parties agree that the Police-Fire Retirement System has been amended to permit firemen the opportunity to retire, without a reduction in pension benefits due to early retirement, at age fifty-three (53) with twenty-five (25) years of service.

SECTION 25.2 WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS. A member who retires on or after January 1, 1984 pursuant to Section 12 or Section 13 of the Police-Fire Retirement System Ordinance may elect to be paid a refund of all or part of the accumulated contributions standing to the member's credit in the reserve for employee contributions at the effective date of retirement. A member who terminates City employment with a pension payable pursuant to Section 14 of the Police-Fire Retirement System Ordinance may elect to be paid a refund of all or part of the member's accumulated contributions on the effective date of retirement. Provided, however, that any member who withdraws accumulated contributions prior to the effective date of retirement shall forfeit any right to a pension. Upon election of this refund provision, the retirant's straight life pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table, adopted by the Board of Trustees, and the interest rate, published monthly by the Pension Benefit Guaranty Corporation for use in

converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement. The retiring member may elect option A or option B, as provided for in the ordinances, in conjunction with the refund provision of this paragraph.

SECTION 25.3 RETIREMENT BENEFIT. Upon his retirement as provided in section 12, 13 or 14 of the Police-Fire Retirement System Ordinance a member or former member shall be paid a level straight life pension terminating upon his death or he may elect, within the ninety (90) day period immediately preceding or the twenty (20) day period immediately following the date his retirement begins, to be paid his pension under an optional form of payment provided in section 16 of the Police-Fire Retirement System Ordinance in lieu of a level straight life pension. Subject to section 23 of the Police-Fire Retirement System Ordinance, the amount of his level straight life pension shall be:

<u>Retirement Date</u>	<u>Factor</u>	<u>Maximum Years of Credited Service</u>	<u>Maximum Pension Amount</u>
Before 07/01/85	2.0%	25 years	70% of Budgeted Firefighter Compensation
Between 07/01/85 and 12/31/89	2.0%	25 years	70% of Budgeted Firefighter Compensation
Between 01/01/87 and 12/31/89	2.0%	35 years	75% of Budgeted Firefighter Compensation
On or after 01/01/90	2.3%	35 years	75% of Budgeted Firefighter Compensation
On or after and 01/01/93	2.3%	35 years	75% of Member's Final Average Compensation
On or after and 01/01/96	2.5%	32 years	80% of Member's Final Average Compensation

"Budgeted firefighter compensation" and "budgeted patrolmen compensation" shall mean that amount fixed in the City budget for the fiscal year the employee terminates employment with a deferred pension or retires pursuant to Section 12 or 13. Ordinance No. 1028 shall not result in an increase or decrease of benefits for an employee or retiree except as pertains to the maximum benefit increase for the Fire Chief. (Ord. No. 1028, 4-1-92)

The Pension Ordinance shall further be amended effective January 1, 1993 applicable to members of this bargaining unit, to provide in Section 2(n) (iii), that vacation pay to be included

in compensation shall include accrued and unused vacation days from the period of one (1) year prior to retirement date, for a maximum of twelve (12) accrued unused days.

SECTION 25.4 MANDATORY RETIREMENT AGE. The parties agree that Section 13 of the Pension Ordinance as adopted by Ordinance No. 962, on February 17, 1988, providing for mandatory retirement at the age of sixty (60) years (subject to extension set forth therein), shall apply to this unit, subject to the provisions of federal law.

ARTICLE 26 - TECHNOLOGICAL CHANGE

No less than sixty (60) days prior to the introduction or implementation of major or substantial technological changes to the operation of the City of Muskegon Fire Department, the City shall, in writing, notify the Union of the nature and type of changes which are proposed. The City and the Union shall promptly meet and confer with regard to the advisability, nature and impact of said changes. The Union shall have the right to comment upon the proposed changes but following the expiration of sixty (60) days following written notice, the City may implement said changes. Any alleged violations of the expressed terms of the collective bargaining agreement may be the subject matter of a grievance or grievances.

ARTICLE 27 - RESIDENCY

SECTION 27.1 All employees hired on or after December 1, 1983 and prior to January 1, 1992 shall become residents of the City of Muskegon and maintain residency as a condition of employment.

SECTION 27.2 All new employees to this unit on or after January 1, 1992 shall become residents of the City of Muskegon and maintain residency as a condition of employment. The residency shall be established within six (6) months after the completion of the probationary period.

ARTICLE 28 - PROBATIONARY PERIOD

The probationary period is one (1) year.

ARTICLE 29 - FIRST RESPONDER

All employees hired on or after January 1, 1990 will be required to be certified as "first responder" and maintain such as a condition of employment. Failure to maintain such shall result in discharge. It is incumbent on the City to schedule the necessary training. Employees shall be allowed release time to obtain and release time or training pay to maintain the certification.

ARTICLE 30 - FIRE FIGHTER LEVEL I AND FIRE FIGHTER LEVEL II

All employees hired after January 1, 1990 will be required to obtain Fire Fighter Level II status by the conclusion of probation and to maintain such as a condition of employment. Upon failure to do so, the employee shall be discharged from employment. Employees shall be allowed release time to obtain and release time or training pay to maintain the certification of Fire Fighter Level I and Fire Fighter Level II.

ARTICLE 31 - PHYSICAL FITNESS

All employees hired after January 1, 1990 will be prohibited from smoking while on duty. Any employee hired after January 1, 1990 caught smoking while on duty shall received disciplinary action. This offense shall be treated as a Group 1 offense pursuant to Rule 10 of the Civil Service Commission Rules and Regulations.

There shall be established a labor-management committee consisting of an equal number of union and employer representatives to devise a physical fitness program, which shall be mandatory for all employees.

ARTICLE 32 - DRUG TESTING

The City's Drug and Alcohol Policy shall be applicable to employees covered by this contract. A copy of the policy is attached as Exhibit C.

ARTICLE 33 - PROMOTIONS

SECTION 33.1 CIVIL SERVICE. Consistent with the Civil Service Rules and Regulations regarding promotions, the Civil Service Commission shall test potential applicants for positions in the following priority: (a) those employees in the next lower position with two years' experience; (b) those individuals in the next lower position, regardless of years of experience; (c) all employees in the next lower position and those employees two positions lower with more than two (2) years of experience; (d) all employees in the immediately lower position and all employees in the subposition two below the position being filled; (e) the procedure of adding additional positions shall continue in the same order as specified above.

The individual groups may be combined if there would be insufficient number of applicants testing for a vacancy or if the addition of a group does not result in adding any additional applicants.

Consistent with the Civil Service Rules and Regulations, the testing procedures for filling a position shall be by giving a test to potential applicants in the following priority: (a) personnel with two years' experience in the rank next below the rank wherein the vacancy exists; (b) all personnel in the rank next below the rank wherein the vacancy exists; (c) all personnel in the rank

next below the rank wherein the vacancy exists and employees with two years' experience in the rank below that rank next lower than the rank where the vacancy exists; (d) all personnel in the rank below the rank wherein the vacancy exists and the rank below that rank next lower than the rank where the vacancy exists.

SECTION 33.2 SPECIALIZED POSITIONS. Notwithstanding any other provision, an employee may not request a demotion, transfer or promotion from a specialized position, i.e., Fire Inspector, Fire Marshal, Assistant Mechanic or Master Mechanic, to any other position until the employee has completed two (2) years in the specialized position. After two (2) years in a specialized position, an employee may return to a previously held lower paying position, if there is an opening.

ARTICLE 34 - GENERAL

SECTION 34.1 NO STRIKE CLAUSE. The Union agrees that it will not strike, nor shall it authorize or consent to a strike by any of its members during the life of this agreement. The employer agrees that there shall be no lockout during the period of this agreement.

For the purpose of this agreement, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

SECTION 34.2 SEPARABILITY. This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

SECTION 34.3 MUTUAL AGREEMENT ON CHANGES IN CONTRACT. If, prior to the expiration of the agreement, any Article or Section of this agreement is found to be inconsistent or unworkable, changes can be made if there is mutual agreement between the City and the Union.

SECTION 34.4 DISTRIBUTION OF AGREEMENT. A copy of this agreement shall be distributed by the City to each employee covered by this agreement. Additional copies of the contract shall be sold to the Union at cost, if not objected to by the City's printer.

ARTICLE 35 - DURATION

SECTION 35.1 DURATION. This agreement shall be effective the 1st day of January, 1996, and shall remain in full force and effect to and including December 31, 1998.

SECTION 35.2 EXTENSIONS. In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first above written.

CITY OF MUSKEGON, MICHIGAN
a Municipal Corporation

By: *Fred J. Nielsen*
Fred Nielsen, Mayor

And: *Gail A. Kunderger*
Gail A. Kunderger, Clerk

Date: 4-28-98

LOCAL NO. 370 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, also known
as Muskegon Fire Fighters
Association, AFL-CIO

By: *Eugene E. Stout*
Its President

And: *[Signature]*
Its Secretary

Date: 4/28/98

EXHIBIT A
 CITY OF MUSKEGON
 FIREFIGHTERS ASSOCIATION LOCAL #370
 1996 SALARY SCHEDULE (4.25%)

EMPLOYEES HIRED BEFORE 01/01/93

POSITION	START	6 MOS.	1 YR.	18 MOS.	2 YRS.	30 MOS.	3 YRS.	42 MOS.	4 YRS.
Firefighter	33,555	33,913	34,269	34,627	34,984	35,341	35,698	36,055	36,412
Inspector	39,538	40,131	40,723						
Asst. Mechanic	39,538	40,131	40,723						
Lieutenant	39,538	40,131	40,723						
Master Mechanic	43,083	43,696	44,309						
Captain	43,083	43,696	44,309						
Fire Marshall	45,909	46,548	47,187						
Battalion Chief	45,909	46,548	47,187						
Assistant Chief	46,969	47,617	48,266						

EMPLOYEES HIRED AFTER 01/01/93

Firefighter	23,452	25,072	26,692	28,312	29,932	31,552	33,172	34,792	36,412
Firefighter	21,000	22,926	24,853	26,779	28,706	30,632	32,559	34,485	36,412

EMPLOYEES HIRED AFTER 01/01/96

Firefighter	21,000	22,926	24,853	26,779	28,706	30,632	32,559	34,485	36,412
-------------	--------	--------	--------	--------	--------	--------	--------	--------	--------

EXHIBIT A
 CITY OF MUSKEGON
 FIREFIGHTERS ASSOCIATION LOCAL #370
 1997 SALARY SCHEDULE (4.0%)

EMPLOYEES HIRED BEFORE 01/01/96

POSITION	START	6 MOS	1 YR	18 MOS	2 YRS	30 MOS	3 YRS	42 MOS	4 YRS
Firefighter	24,390	26,075	27,760	29,444	31,129	32,814	34,499	36,184	37,868
Inspector	41,120	41,736	42,352						
Asst. Mechanic	41,120	41,736	42,352						
Lieutenant	41,120	41,736	42,352						
Master Mechanic	44,806	45,444	46,081						
Captain	44,806	45,444	46,081						
Fire Marshall	47,745	48,410	49,074						
Battalion Chief	47,745	48,410	49,074						
Assistant Chief	48,848	49,522	50,197						
<u>EMPLOYEES HIRED AFTER 01/01/96</u>									
Firefighter	21,000	23,108	25,217	27,325	29,434	31,542	33,651	35,759	37,868

EXHIBIT A
 CITY OF MUSKEGON
 FIREFIGHTERS ASSOCIATION LOCAL #370
 1998 SALARY SCHEDULE (4.0%)

EMPLOYEES HIRED BEFORE 01/01/96

POSITION	START	6 MOS	1 YR	18 MOS	2 YRS	30 MOS	3 YRS	42 MOS	4 YRS
Firefighter	25,366	27,118	28,870	30,622	32,374	34,127	35,879	37,631	39,383
Inspector	42,765	43,405	44,046						
Asst. Mechanic	42,765	43,405	44,046						
Lieutenant	42,765	43,405	44,046						
Master Mechanic	46,598	47,262	47,924						
Captain	46,598	47,262	47,924						
Fire Marshal	49,655	50,346	51,037						
Battalion Chief	49,655	50,346	51,037						
Assistant Chief	50,802	51,503	52,205						
<u>EMPLOYEES HIRED AFTER 01/01/96</u>									
Firefighter	21,000	23,299	25,598	27,897	30,196	32,495	34,793	37,092	39,383

EXHIBIT B

**40 HOUR EMPLOYEES IN THE FIRE DEPARTMENT
(EXCLUDING CIVILIAN EMPLOYEES)**

VACATION:

Vacation time shall be accumulated as follows:

- (a) One day per month of employment but not to exceed ten (10) days per year during the first ten (10) years of continuous service.
- (b) Employees who have completed ten (10) years or more of service shall be entitled to three (3) weeks of vacation each year, and employees who have completed fifteen (15) years or more of service shall be entitled to four weeks of vacation each year.

A day of vacation shall be cancelled for each day an employee would have worked during the normal work week and shall be paid for at the rate he would have earned on that particular day exclusive of overtime.

If a holiday falls during a vacation period, the employee will be granted an additional day off.

HOLIDAYS:

Holidays to be observed shall be as follows:

New Year's Day	Thanksgiving
Martin Luther King Jr. 's Birthday	Day after Thanksgiving
Memorial Day	Day before Christmas (Christmas Eve)
July 4th	Christmas Day
Labor Day	Day before New Year (New Year's Eve)
Veteran's Day	

PERSONAL LEAVE DAYS:

Employee shall be entitled to take one (1) personal leave day per calendar year.

WORKING HOURS:

Working hours shall be from 8:00 AM until 5:00 PM with one (1) hour off for lunch, Monday through Friday or any other schedule agreed to by the employee and chief. Employees may be allowed to use flex time. The use of flex time requires the consent of both the affected employee and the Chief or designate. Hours worked in excess of 40 hours per week shall result in

compensatory time, in lieu of overtime, at the rate of 1 1/2 hour compensatory time for every hour in excess of 40 hours per week.

COMPENSATORY TIME:

No member of the bargaining unit shall be allowed to accrue compensatory time hours in excess of fifty (50) compensatory time hours per bargaining unit member per calendar year.

Annually, after December 31 of each year during the term of this agreement, the City shall pay to those persons entitled thereto, as wages, all unused compensatory hours which have been accrued and not used or paid during the calendar year.

SICK LEAVE:

Sick leave shall be accumulated by employees at the rate of one (1) day per month of employment during the preceding calendar year. The accumulation shall not exceed twelve (12) days during any one calendar year.

Employees may accumulate unused sick leave up to a maximum of 120.0 working days.

A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime.

Fifty percent (50%) of any unused accumulated sick leave in excess of 120.0 working days shall be paid by the City to the employee on an annual basis with payments to be made on January 31 of the calendar year next succeeding the accrual.

BEREAVEMENT LEAVE:

In the event there is a death in the immediate family of any employee consisting only of spouse, parent, grandparent, child, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother and grandchild and the employee attends the funeral service, such employee shall be granted up to a three-day leave of absence with full pay.

An employee shall be granted up to one (1) day of bereavement leave with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

EXHIBIT C

CITY OF MUSKEGON

933 Terrace Street
Muskegon, MI 49443-0536

**ADMINISTRATIVE REGULATIONS GOVERNING
DRUG AND ALCOHOL USE AND ABUSE**

I. PURPOSE

The City of Muskegon is dedicated to the well-being and safety of our employees, and the community we serve. We're also committed to the successful operation of our city for its citizens. We're committed to improving employee productivity and in servicing the needs and demands of our employees and residents.

We abide by the *Federal Drug Free Workplace Act of 1988 (Section 4804 of the Anti-drug Abuse Act of 1988)*. We must comply with the regulations of the *Federal Highway Administration, Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Workers Drug Testing Programs (49 CFR, Parts 40 and 382)*.¹ We're also covered by the *Americans with Disabilities Act (Public Law 101-336, July 1990)*. Finally, we must comply with Michigan's *Motor Carrier Safety Act No. 339 of 1990 (MCL 480.11)* and all revisions to that act, specifically, *Public Act No. 100 of 1991*.

In the City of Muskegon, we're striving to provide a working environment that is free from the unlawful or illegal consuming, growing, producing, giving, sharing, possessing, selling, manufacturing, or transporting of any controlled or illegal substance.

We are, therefore, setting up these regulations based upon the federal regulations governing the use and abuses of alcohol and/or illegal or otherwise, controlled substances in our workplace.

II. POLICY

The City of Muskegon's goal is to provide a drug and alcohol-free workplace and environment for all our employees.

A. **ILLEGAL AND UNAUTHORIZED DRUGS:** The City of Muskegon attempts to provide a drug free, healthful, safe and secure working environment.² None of our employees will report to work displaying the effects of illegal, illicit, controlled or unauthorized drugs. No employee will take, make, sell, give, transport or possess a controlled or illegal substance listed within the context of the *Controlled Substance Act (CSA)*. This specifically includes all Schedule I. and II. substances as well as Schedule III. through V. substances being used or possessed without approval or authorization.

B. **CONTROLLED SUBSTANCE LEVELS:** All substance testing will be accomplished according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, *49 CFR Parts 40, 382 and*

¹ 49 CFR, Part 382, §107

² 49 CFR, §382.103(a)

391.³ Testing is required for the following five substances, the use of which we consider unacceptable in our business environment.

1. Amphetamines: (Cutoff level of 1,000 NG/ml)
 - a. Amphetamine confirmatory level of 500 NG/ml
 - b. Methamphetamine confirmatory testing levels of 500 NG/ml
2. Cocaine: (Cutoff level of 300 NG/ml)
 - a. Metabolite confirmatory levels of 150 NG/ml
 - b. Benzoyllecgonine
3. Marijuana: (Cutoff level of 50 NG/ml)
 - a. Metabolite Confirmatory level of 15 NG/ml
 - b. Delta-9-tetrahydrocannabinol
4. Opiates: (Cutoff level of 300* NG/ml)
 - a. 25 NG/ml if immunossay specific for free morphine
 - b. Morphine confirmatory levels of 300 NG/ml
 - c. Codeine confirmatory levels of 300 NG/ml
5. Phencyclidine: (Cutoff level of 25NG/ml)
 - a. Metabolite confirmatory level of 25 NG/ml
6. Test Use: Any urine specimens collected may only be used to test for controlled substances designated or approved for testing and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by FHWA regulations. Always, the Chain of Custody will show the test required.
 - a. Split Samples³: The specimen collected must consist of not less than 45 milliliters of urine, 30 of which are poured into a container for initial testing and 15 ml of which will be poured into a second container for storage by the testing laboratory for not less than 60 days from receipt of both specimens by the lab.
 - b. The split sample confirms contested positive test results if the primary sample shows a positive test result. The split sample will result in a negative report if it overturns a previously reported positive test.
 - c. Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances.

C. **ALCOHOLIC BEVERAGES:** The use of alcoholic beverages by employees affects safe and efficient operations. No employee will use or possess alcoholic beverages during working hours.⁶ Further, no employee shall report to work while under the influence of alcoholic beverages, displaying the effects of having used alcohol, or within four (4) hours of having used alcohol.⁷

³ 49 CFR, Part 40, §40.29(e)

⁴ 49CFR, §391.93

⁵ 49 CFR, Part 40, §40.25(B)(1)

⁶ 49 CFR, §382.205

⁷ 49 CFR, §382.207

1. The odor of alcohol on any employee's breath is reason enough for us to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to discipline, up to and including immediate termination. Termination action, under these administrative regulations will be initiated when:
 - a. An employee refuses to submit to a required preliminary breath test (PBT) followed by an evidential breath test (EBT) or any other DOT-approved test to measure the extent and level of alcohol within a worker's body.⁸
 - b. An employee tests above .04 percent Breath Alcohol Level (BAL) and refuses assessment or fails to complete the treatment plan prescribed by the assessment professional.
 - c. Tests above .07 percent BAL while reporting for duty, while on duty, or within eight (8) hours following a reportable accident.

D. NOTIFICATION OF CRIMINAL CONVICTION: All employees will notify the City of Muskegon of any criminal drug statute conviction.

E. NOTIFICATION OF CIVIL OR CRIMINAL DRIVING INFRACTION CONVICTIONS: Likewise, any and all employees will notify the City of Muskegon of any civil or criminal driving conviction resulting from an arrest for impaired driving or operating under the influence moving violation or related offense.

1. The employee must notify their immediate supervisor, in writing, of any such conviction for drug or alcohol within twenty-four (24) hours of the conviction. The immediate supervisor will report the incident to the Director of Personnel of the City of Muskegon. Such convictions include:
 - a. Refusal to submit to chemical test (Michigan Implied Consent Law).
 - b. Operating with an unlawful blood alcohol level (UBAL) of .10 percent or more
 - c. Operating under the influence of liquor (OUIL).
 - d. Operating under the influence of drugs (OUID).
 - e. Operating while impaired (OW) by alcohol and/or other drugs.
2. This provision also requires each employee to notify the City of Muskegon, in writing, within twenty-four hours or by the end of the next business day of any such action involving:
 - a. any license suspension or revocation.
 - b. any cancellation, lost privilege or disqualification.

F. AMNESTY AGREEMENT: It is not the intent of the City of Muskegon to cause undue hardships, prolong suffering caused by addiction or dependence to controlled substances or alcohol, or invoke unreasonable disciplinary action. We are urging any of our employees who may have a problem to come forward before the first testing takes place. Those who voluntarily come forward can expect:

1. **COMPLETE** and total confidentiality, and
2. **Prompt referrals** to certified and licensed substance abuse professionals capable of:
 - a. Providing accurate and clinically sound assessments.
 - b. Referrals to licensed and experienced employee assistance providers, and
3. **REASONABLE EXPECTATIONS** of return to duty provided:
 - a. All terms and conditions of any treatment plan are fully met, and
 - b. The employee is capable of holding a current license allowing them to retain employment in that classification, and
 - c. Is not medically disqualified from operating any commercial motor vehicle (CMV).
4. **ANY EMPLOYEE** failing to meet any of the stipulations contained in the preceding paragraph can expect appropriate levels of disciplinary action up to and including termination of employment.
5. **EMPLOYEES FAILING** to come forward under this *last chance* agreement and who are found to have a positive test under the provisions of Part III (*following*) of these regulations can expect to be subjected to the appropriate levels of discipline.

III. DRUG AND ALCOHOL SCREENING:

All substance testing will be done by a reliable hospital or independent laboratory using qualified and trained medical technicians or professionals.

- A. **EMPLOYEES** will be transported to and from the collection site in all cases involving reasonable suspicion, cause or post accident testing.
 1. The employee's department head will make final determination whether to suspend employees or not, and/or with or without pay.
 2. Should the tests prove negative, the employee will be returned to work without discipline or loss of pay. Positive testing of drug or alcohol use or abuse or refusal to submit to this testing can be grounds for discipline up to and including termination.
- B. **OFF DUTY ALCOHOL USE:** No City employee engaged in operating a commercial motor vehicle will consume any alcoholic beverage within four (4) hours of expected starting time or beginning a safety-sensitive function.⁹
 1. **ANY EMPLOYEE** called to work and having consumed alcohol within the four (4) hour period will advise their supervisor or dispatcher they are unable to report for work.
 2. **BREATH ALCOHOL LEVEL OF .02 TO .04 PERCENT:** *Federal Motor Carrier Safety Regulation (FMCSR) 392.5* A person, whether licensed or not, whose breath contains .02 percent or more but less than .04 percent by weight of alcohol shall not operate a commercial motor vehicle within

⁹ 49 CFR, Part 382, § 382.207

the State of Michigan. Any operator found operating a commercial motor vehicle in this condition is subject to suspension up to and including termination.

- a. Any vehicle or equipment being operated by an employee testing positive for alcohol use to these levels will be shut down, locked, secured, or otherwise locked-out and tagged-out until a designated representative of the City can retrieve the vehicle and/or equipment.
- b. Any employee found to have violated the mandatory twenty-four (24) hour stand down order will be considered violating these regulations and appropriate disciplinary action can be taken.
- c. Any employees who operate a publicly-owned commercial motor vehicle violating law enforcement imposed out-of-service order may be guilty of a misdemeanor and may have their CDL suspended for one (1) year. Such an action would disqualify that employee from continued employment as a driver.
- d. Any employee refusing to submit to a Preliminary Breath Test (PBT) for cause or whose Breath alcohol level measures .02 percent or more but less than .04 percent as measured by a PBT and confirmed by an Evidential Breath Test (EBT) will be suspended for 24 hours.

The employee who refuses to submit to PBT or EBT and was operating a commercial motor vehicle will be considered to have a BAL. of above .04 percent and is medically disqualified from operating a commercial motor vehicle until they can successfully pass a chemical analysis of breath and submit to an assessment by a licensed substance abuse professional.

(i). Under the terms of 49 CFR, part 382, subpart A, 382211, No employer shall allow a driver who refuses to submit to a required alcohol or controlled substance test to perform or continue to do safety-sensitive functions.

IV. EMPLOYMENT CONSIDERATION TESTING¹⁰

All regulated (safety-sensitive) applicants must submit to and pass a urine drug screening test to be considered for employment.

A. POST-OFFER CANDIDATES: All other job candidates, if appropriate, will submit to, and pass a urine drug screen.

1. An applicant who has received a firm job offer is cautioned against giving notice at their current position, selling real estate, or incurring other costs associated with accepting employment with the City of Muskegon until drug screening testing clearance has been received. Under no circumstances should a new employee report for work until clearance is received by the City.
2. If an applicant protests a positive urine drug test screening result, the City may exercise its discretion to allow the applicant to submit the split sample portion of the original specimen, immediately and without prior notice, for testing. An applicant who refuses screening will be denied any further consideration.

¹⁰ 49 CFR, Part 382, Subpart C, § 382.301

3. If the split-sample urine drug screen test is requested, the applicant will pay for the test. If the split sample test is reported as a negative, the employee will be reimbursed for the cost of the split sample test. If the split sample test's results overturn a first test positive, the test will be considered a negative and a copy of the second test results will be placed in the employee's drivers or personnel file and a copy provided to the employee or applicant.

V. REASONABLE SUSPICION or FOR CAUSE TESTING

Any employee whose performance suggests that they are unfit for duty and are possibly using or abusing drugs or alcohol will be subject to a drug or alcohol screening test.¹¹

A. REASONABLE SUSPICION: For the purposes of our regulations, the term "reasonable suspicion" applies to only testing for controlled substances. The term, "reasonable cause", applies to testing for consumption and use of alcohol.

B. JUSTIFICATION OF REASONABLE SUSPICION TESTING: A trained supervisor may insist on a reasonable suspicion drug or reasonable cause alcohol test any time he or she has a valid and supportable reason to believe that the employee's actions, behavior, appearance or symptoms suggest the use or abuse or illegal or unauthorized drugs and/or alcohol. The trained supervisor must document incidents of reasonable suspicion (for cause) and the justification should include two or more of the indicators contained on the *Supervisor's Incident*

Report (AD-102) and as outlined in Paragraph C of this section except reportable accidents.

1. A trained supervisor is one who has received not less than 60 minutes of initial training in detecting the signs and symptoms of drug use and 60 minutes in detecting the signs and symptoms of alcohol use and abuse.¹²
2. Where possible and practicable, the supervisor making the initial observation shall enlist the assistance of another trained supervisor to confirm their observations within the expectation of employee privacy and confidentiality.
 - a. In cases where it is not possible to obtain eyewitness support, the supervisor may obtain telephonic or electronic confirmation of his or her observations.

C. DRUG OR ALCOHOL SCREENING TESTS: Approved tests will be required of a specific employee, or group of employees, anytime the City, based upon the observations of a trained supervisor, thinks that such testing may be appropriate, including, but not limited to the following:¹³

1. Employee absenteeism or tardiness
2. Accident investigation.
3. Unexplained deterioration of individual job performance
4. A significant change in the individual's personality

¹¹ § 382.307

¹² 49 CFR, Part 382, Subpart C, § 382.307 and Subpart F, § 382.603

¹³ § 382.307 (a) (b) (c) (d)

5. Reports that an individual employee, or groups of employees, have been using drugs or alcohol violating this policy.
6. Admission regarding the employee's use of drugs or alcohol.
7. Unexplained absences from the normal workplace when there is reason to suspect drug or alcohol-related activity violating this policy.
8. Smell or odor suggesting the presence of drugs or alcohol.
9. Behavior suggesting the employee is under the influence of drugs or alcohol.
10. Safety violation including injuries.

VI. POST-ACCIDENT TESTING:

Any employee involved in a reportable vehicle accident¹⁴ while operating any vehicle owned or operated by the City of Muskegon may be required to submit to a urine drug screen or Evidential Breath Test. By definition, the City of Muskegon considers an accident reportable when:

- A. **ACCIDENT:** An accident resulted in personal injury requiring medical attention¹⁵, or
- B. **CITATION:** An employee was cited by an investigating law enforcement agency, ¹⁶, or
- C. Any vehicle or heavy equipment involved in the accident is unable to be driven from the scene under its own power.¹⁷

VII. RANDOM AND PERIODIC SELECTION: (CDL's only)

A. **RANDOM SELECTION:** All CDL employees will be included in casual selections of employees to undergo unannounced urine drug screens and alcohol tests. Such casual selections are called random tests and selection will be conducted from a pool of eligible workers employed by the City.¹⁸ Selection will be based upon:

1. **Regulated Selection:** A casual or random draw of the selected employees from a pool containing the last four digits of employee social security numbers of all regulated employees.
 - a. Random Drug Tests will equal not less than 50 percent of all employees listed within the pool in a calendar year.¹⁹
 - b. Random Alcohol Tests will equal not less than 25 percent of all employees listed within the pool for at least the first year of operation.
 - c. Random alcohol tests may be selected from those to participate in the drug screen random selection provided;

¹⁴ § 382.303

¹⁵ City of Muskegon Work Rule

¹⁶ 49 CFR, Part 382, Subpart C, § 382.303(a)(2) and (b)(2)

¹⁷ City of Muskegon Work Rule

¹⁸ § 382.305(e)(f)

¹⁹ § 382.305(g)

- (i.) Each employee within the pool has an equal chance of being selected for either or both tests.
- (ii.) If industry wide positive levels exceed more than one (1) percent for two years running, the random alcohol testing rate will increase to fifty (50) percent.
- (iii.) If industry wide levels fall below one (1) percent positives for two years running, the random alcohol rate will fall to ten (10) percent.

VIII. TEST LEVELS

For the purposes of these regulations, any employee will be considered to have failed (with a positive test result) any administered urine drug screen if, after analysis, test levels exceed the established cut-off levels and show the use of a controlled substance included in Schedule I or II as defined by §802(6) of Title 21 of the United States Code [Section §802(6) of Title 21, Food & Drugs]: the possession of which is unlawful under Chapter 13 of that title [§801 et seq. of Title 21]. The term *illegal drug* does not mean the use of a controlled substance pursuant to a valid prescription of other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.

IX. CONFIDENTIALITY

All actions taken by the City of Muskegon under the authority of these regulations will be taken to insure the confidentiality of the employees.²⁰ Information related to investigations, possible employee violations, or drug or alcohol screening test results will be made available only on a strict "need-to-know" basis.

A. **NEED-TO-KNOW:** For the purposes of our regulations, "need to know" is limited to:

1. Auditors or Enforcement Officials of the U.S. Department of Transportation, Michigan Department of Transportation, Motor Carrier Division of the Michigan State Police, or
2. The regulation administrator's principal, Specialists Limited, or
3. The appropriate level of management of the Personnel Department of the City of Muskegon, the City Manager and appropriate department head, or
4. The Medical Review Officer (MRO) responsible for interpreting the results of a urine drug screen, or
5. The Substance Abuse Professional (SAP) responsible for learning the extent and degree of addiction or dependence on alcohol and drug resulting from a positive alcohol EBT.

B. **CONFIDENTIAL DISCUSSIONS:** All discussions with employees will be conducted as privately as circumstances permit. The employee may exercise his rights under the terms of the collective bargaining agreement to have his or her union representative present if they so desire. The union representative is bound by

²⁰ 49 CFR, Part 382, Subpart D. §382.401

the same rules of confidentiality as those with a need-to-know as shown in Paragraph A., parts 1 through 7 (above).

X. SUSPENSIONS

Any employee, support person, supervisor, or administrator who is sent for a illegal drug or alcohol test, may be suspended immediately²¹ (with pay). However, once a test is positive, then appropriate actions will be taken. Successful completion of a voluntary, supervised substance abuse treatment or rehabilitation program will reduce the level of disciplinary action for first time offenders.

- A. **POSITIVE TEST RESULTS:** If, first positive test with rehabilitation, there will be no termination; second positive within 18 months may terminate; second positive after 2 years, there will be no termination; third positive any time, will constitute termination.

XI. EMPLOYEE ASSISTANCE

The City of Muskegon actively supports the Employee Assistance concept.²² This program openly promotes the treatment of employees suffering from addiction or abuse problems. As a matter of policy, we provide our employees, support personnel, supervisors and administrators with information regularly. This information will include dangers of abuse, awareness, community and professional efforts and community or private treatment availability. We cannot, however, financially support an employee who voluntarily submits to treatment beyond the benefits normally provided by virtue of our existing health care program, medical insurance or employee assistance program.

SUBSTANCE ABUSE ASSESSMENTS: Employees testing positively for alcohol use following an Evidential Breath Test will be afforded the opportunity to undergo an assessment by a licensed and certified Substance Abuse Professional.²³ The SAP will be trained at minimum to the level of MSW (Masters of Social Work) and preferably be a Clinical Psychologist.

- B. **THE SUBSTANCE ABUSE PROFESSIONAL (SAP)** may prescribe a treatment or rehabilitation program for a positive tested employee following the initial assessment.
1. A positively tested employee refusing assessment may be terminated from continuing employment.
 2. A positively tested employee failing to complete the prescribed treatment plan may be terminated from continuing employment.
 3. A positively tested employee testing positive following treatment may be terminated from continuing employment.
 4. Frequently, assessments to find an employee's level of addiction or dependency is covered by our existing health care benefit package and we encourage our employees to seek out assistance whenever and wherever possible.

²¹ 49 CFR, Part 382, Subpart E

²² 49 CFR, Par 382, Subpart F

²³ 49 CFR, Part 382, Subpart F, § 382.605

5. The Substance Abuse Professional may not refer the driver to the SAP's private practice.²⁴

C. **REFERRALS:** All of our employees are urged to contact our EAP provider in cases where:

1. They wish to refer themselves for treatment, or
2. Treatment is recommended by their supervisor or official of the City of Muskegon, or
3. The employee's drug or alcohol tests result in a positive indicator, or
4. They or members of their family show signs of needing assistance or through intervention by family members.

D. **EMPLOYEE ASSISTANCE PROVIDER:** Our Employee Assistance Provider is tentatively identified as:

Child & Family Services
1352 Terrace
Muskegon, MI 49443
Telephone: (616) 726-3582

E. **PAY DURING TREATMENT:** Except where specifically authorized in our collective bargaining agreement with the association or our existing benefit package, employees may not collect pay, unless they have been authorized sick or vacation leave.

XII. RETURN TO WORK

The City of Muskegon will attempt to, where possible, return a recovering employee to work. A recovering employee is one who is currently participating in, or has successfully completed a supervised treatment or rehabilitation program. A return to work is not a guarantee of an employee's previous position or classification. Regulated employees who prove recovery may be reinstated provided our insurance carrier will insure a driver in that capacity and the driver can be licensed according to state and federal law or regulation.

A. **CONTROLLED SUBSTANCE RECOVERY TESTING:** Employees recovering from a controlled substance abuse or addiction will submit to unannounced urine drug screens at least six times in the first 12 months following the driver's return to duty.²⁵

B. **ALCOHOL RECOVERY TESTING:** Employees recovering from alcohol abuse or addiction will submit to unannounced evidential breath tests at least six times within the first year following return to work.²⁶

C. **REGULATION REQUIREMENTS:** The preceding return to work and follow-up testing requirements are regulated by the U.S. Department of Transportation, Federal Highway Administration under 49 CFR, Part 382. These regulations specifically address coverage of employees of local and state units of government, and drivers operating intrastate and interstate.²⁷

²⁴ § 382.605(e)

²⁵ 49 CFR, Part 382, Subpart F, § 382.605(c)(2)(ii)

²⁶ § 382.605(c)(2)(ii)

²⁷ Federal Register, Vol. 59, No. 31, February 15, 1994, p. 7486

for the City of Muskegon

CITY OF MUSKEGON

ACKNOWLEDGEMENT AND AGREEMENT

The City of Muskegon is a Drug-Free Workplace. Under the terms of the Drug-Free Workplace Act and accompanying federal regulations covering the qualification of drivers and other employees, we are required to give you a copy of our policy:

Please read and sign below that:

- you have received a copy of our regulations, and
- you have read it and been informed of its contents, and
- you have had our regulations explained to you, and
- you have had your questions regarding our regulations answered.

and

- you agree to abide by our regulations in all respects

PLEASE NOTE: The Federal Drug Free Workplace Act of 1988 requires you to acknowledge and agree to the following:

I acknowledge and agree that I am aware of and agree with the City of Muskegon's current administrative regulations regarding controlled substances and alcohol use.²⁸ I also understand that, in some cases, an employee may be terminated for violations of this policy.

Acknowledged and Agreed:

Signature

Print your name here

Date

City of Muskegon

²⁸ 49 CFR, Part 382, Subpart F, §382.60(c)

City of Muskegon

DRUG TEST ADVISORY & ACKNOWLEDGEMENT

INSTRUCTIONS: This form is to be used to advise the employee of an alcohol evidentiary breath test or the collection of a urine sample to conduct tests to determine the presence or absence of controlled substances. This form may only be used in conjunction with the organization's Anti-drug and Alcohol Abuse Policy and only under the conditions described therein. When completed, provide the employee with a copy to present at the collection facility and a copy for their own records. All information disclosed on this form is **CONFIDENTIAL** and must be treated accordingly. The city copy must be retained in the employee's medical file only. Please complete all sections of this form.

EMPLOYER: The employee indicated below is hereby notified that he or she is required to submit the indicated test(s) as required under the provisions of the Anti-drug and Alcohol Abuse Personnel Policy of the City of Muskegon. Failure to report to the collection facility on a timely basis or refusal to submit to the test is considered an admission of a positive test result. Any employee refusing to take the indicated test; who is unjustifiably tardy or fails to report to the collection facility; or who knowingly tampers, alters, or misrepresents the specimen provided will be suspended without pay and/or benefits until such time as the city reviews the facts surrounding the case and makes a final determination.

Under the terms and conditions of the Anti-drug and Alcohol Abuse Personnel Policy of the City of Muskegon, the employee is required to submit to:

- | | | |
|---|---|--|
| <input type="checkbox"/> EVIDENTIARY BREATHALYZER TEST
to determine breath alcohol level)
Must have printed results. | <input type="checkbox"/> NIDA-5 URINE DRUG SCREEN
(DOT- mandated) to determine use of
illegal substances | <input type="checkbox"/> NIDA APPROVED ADDITIONAL
URINE DRUG SCREEN (DHHS-approved
to determine use of additional substances |
| <input type="checkbox"/> CHEMICAL ANALYSIS OF BLOOD to
determine blood alcohol level)- Printed
results. | <input type="checkbox"/> 5-PANEL DRUG URINE SCREEN
(non-DOT regulated employees) | <input type="checkbox"/> ANALYSIS OF HAIR FOLLICLE
for safety-sensitive or national
defense employees only |

PURPOSE: This test is required under the terms of our Anti-drug and Alcohol Abuse Policy for the following occurrence:

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> PRE-EMPLOYMENT
(regulated employee) | <input type="checkbox"/> RANDOM SELECTION | <input type="checkbox"/> POST ACCIDENT
(Incident Report Req'd.) | <input type="checkbox"/> RETURN-TO-WORK |
| <input type="checkbox"/> POST-JOB OFFER (prior
to reporting for work) | <input type="checkbox"/> REASONABLE SUSPICION
(Incident Report Req'd.) | <input type="checkbox"/> POST-INJURY
(Incident Report Req'd.) | <input type="checkbox"/> FOLLOW-UP |

EMPLOYEE: I have read and understand the Anti-drug and Alcohol Abuse personnel policy of the City of Muskegon. I acknowledge and agree that the use of illegal, dangerous or controlled substances and/or alcohol immediately before reporting to work or while working is in violation of this policy. I also agree that I am subject to disciplinary action as described in our Anti-drug and Alcohol Abuse personnel policy if I test positive for any of the substances described therein.

Further, I readily and voluntarily admit that I am taking, or have recently taken, the medications or substances detailed below. I am providing the city with this information of my own free will so that the city may make a determination if any of these medications or substances affect my ability to perform my job. In the event any of the medications or substances render me unable to perform my job, I agree to limited or off-duty time until such time as the medications or substances have cleared from my body.

Medication:	Date Taken:
Medication:	Date Taken:
Medication:	Date Taken:
Medication:	Date Taken:

I acknowledge that I am aware of the city's current policy that any employee can be terminated on any time for any reason and that I too can terminate my employment with the city at any time for any reason. I further agree to hold the city, its agents, administrators, officers and employees harmless for any and all liability in connection with the testing for drugs and/or alcohol.

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The text suggests that a systematic approach to bookkeeping can help in identifying trends and potential areas of concern.

In the second section, the author provides a detailed overview of the accounting cycle. This cycle consists of eight steps: identifying the accounting event, recording the event in the journal, posting the journal entry to the ledger, determining the debit and credit balances, preparing a trial balance, adjusting the accounts, preparing financial statements, and closing the books. Each step is explained with practical examples to illustrate the process.

The third part of the document focuses on the preparation of financial statements. It covers the balance sheet, the income statement, and the statement of cash flows. The author explains how these statements are derived from the accounting records and how they provide a comprehensive view of the company's financial health. It also discusses the importance of comparing these statements with the previous period to assess performance.

Finally, the document concludes with a discussion on the role of the accountant. It highlights the need for accuracy, attention to detail, and adherence to accounting standards. The author encourages accountants to stay updated with the latest regulations and to maintain a high level of ethical conduct in their professional practice.