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AGREEMENT

CITY OF GARDEN CITY

and

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1911

Garden City

Effective

October 1, 1993 - September 30, 1997

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AGREEMENT

THIS AGREEMENT entered into this 27th day of September, 1993 by and between the CITY OF GARDEN CITY, a MICHIGAN MUNICIPAL CORPORATION, hereinafter referred to as the EMPLOYER or CITY and LOCAL 1911 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the UNION.

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide quality fire prevention and protection services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining agent for its employees in the Fire Department excluding the Fire Chief and all other employees of the City.

Section 2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of the Agreement, all rights to manage, direct, and supervise the operations of the Fire Department and the employees therein are vested solely and exclusively in the Employer.

Section 3: The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of his membership or non-membership in the Union.

Section 4: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. Officers and other representatives of the

Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of the Agreement. The Union shall notify the City of the names and titles of their representatives within one (1) week after their appointment.

Section 5: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall as a condition of continued employment remain members in good standing for the duration of this Agreement or cause to be paid to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. All present employees covered by this Agreement, who on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the execution of this Agreement or upon the completion of their probationary period, whichever is later, or cause to be paid to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. All employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a service fee equivalent to the amount of dues uniformly required of members of the Union upon the completion of their probationary period as defined in Act 78 of the Public Acts of 1935, as amended.

- (a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions or from complying with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because or by reason of mistake of fact which were in control of or responsibility of the Union.
- (b) Those employees who fail to comply with the requirements contained in Section 5 above, shall be terminated by the City without further action being required on the part of the Union.

Section 6: All those employees who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary and remit such amounts to the Union within fifteen (15) calendar days thereafter.

- (a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation under and during the term and provisions of this Agreement.

Section 2: An employee who believes he has a grievance must submit this complaint orally to his immediate supervisor within two (2) regularly scheduled working days after the occurrence of the event upon which his complaint is based. The supervisor shall give the employee a verbal answer within two (2) regularly scheduled working days (Saturdays, Sundays, and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced in writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the aggrieved employee's immediate supervisor, by the employee and/or his steward, within seven (7) regularly scheduled working days after the occurrence of the event upon which it is based. The supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the supervisor.

SECOND STEP: If the grievance has not been settled in the First Step, and the Union wishes to process the grievance further, the Union shall state in writing why the First Step answer was not acceptable and present the grievance to the Fire Chief within five (5) regularly scheduled working days after its receipt of the First Step answer. Within seven (7) regularly scheduled working days after receipt of the Union's grievance by the Fire Chief, he shall arrange a meeting of himself and/or his designated representative, and the grievant and the Union's representative for the purpose of discussing said grievance. Within five (5) regularly scheduled working days after the meeting, the Chief shall give the Union a written Second Step answer. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the supervisor.

THIRD STEP: If the grievance has not been resolved at the Second Step, it shall be submitted to the City Manager within five (5) working days from receipt of the Chief's written answer. Within ten (10) days from the City Manager's receipt of the grievance, he shall meet with the grievant and his Union representative, and issue his decision in writing.

FOURTH STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Arbitration Rules, or both parties will attempt to select arbitrator on an ad hoc basis; provided such submission is made within thirty (30) calendar days after receipt by the Union of the City Manager's third step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. No disposition short of an arbitrator's decision shall have any precedent value. The arbitrator so selected under either procedure shall hear the matter promptly and shall issue his or her decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 3: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 4: Grievances on behalf of the entire department or the entire Union shall be filed by the Union and shall be processed starting at the Second Step of the grievance procedure.

Section 5: Meetings of the Fire Chief and the Union provided for in the Second Step of the grievance procedure shall start not later than 2:00 p.m. on the day

which they are scheduled. Union representatives, not to exceed two (2) in number, shall be paid their straight time hourly rate of pay for all time away from their regularly scheduled work to attend such meetings.

Section 6: It is understood and agreed that once an employee initiates a grievance pursuant to the provisions contained in this Article, said procedures shall be the exclusive means of redress from the alleged wrong and the employee and the Union shall be bound by the decision arrived at pursuant to said grievance procedure. It is likewise understood and agreed that the employee and the Union, by the act of filing pursuant to this procedure unqualifiedly waives any rights to procedure or process contained in Act 78 of the Public Acts of 1935, as amended.

ARTICLE III - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike - including a sympathy strike - or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike, or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. It is agreed that the question as to whether an employee or group of employees engaged in such proscribed activity may be submitted to the grievance procedure for determination.

ARTICLE IV - SENIORITY

Section 1 - Definition/Probationary Period: Seniority shall be defined as an employee's length of continuous full time employment with the Employer since his last hiring date and after completion of his probationary period. The one (1) year probationary period shall not commence until the employee has completed any state certification requirements for fire fighter and has successfully completed his certification required for the EMS service being provided. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2 - Seniority/Termination: An employee's seniority shall terminate:

- (a) If he quits, retires or is justifiably discharged.
- (b) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer or, having notified the Employer of his intention to return, fails to do so within ten (10) calendar days after such notice is sent, unless he presents an excuse acceptable to management.
- (c) If he is absent for three (3) consecutive regularly scheduled working days without notifying the Chief or his immediate supervisor prior to or within such three (3) days period of a justifiable reason for such absence.
- (d) When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months. Said former employee shall be retained on a call-back list and given first preference when new hires are made within an additional twenty-four (24) months after the termination of his seniority.

ARTICLE V - LEAVES OF ABSENCE

Section 1 - Personal Leave: The employer may grant a leave of absence for personal reasons of not to exceed one (1) year without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work.

Section 2 - Illness and Accident: An employee who, because of illness or accident, other than illness or accident compensable under the Michigan Workers' Compensation laws, is physically unable to report to work shall be given a written leave of absence, if said employee makes a written request therefore of not to exceed one (1) year provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

Section 3 - Military Leave: A regular employee who enters a military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of said leave of absence shall be reinstated in

accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4 - Funeral Leave: Regular employees, who at the time have completed their probationary period, shall receive the amount of pay they would have received on their normal shift day for each necessarily lost day during their normal scheduled workweek not to exceed three (3) scheduled work days to make arrangements for and attend the funeral of a member of their immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. One (1) additional scheduled work day shall be allowed if the funeral is being held at a location greater than a three hundred (300) mile radius from the City of Garden City. Personnel on a forty (40) hour workweek shall have funeral leave not to exceed four (4) days to make arrangements for and attend the funeral of a member of their immediate family. All other provisions apply. For purposes of this Section, immediate family shall be defined as an employee's current spouse, children, parents, brothers, sisters, or parents-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral and if requested by the City, must present proof of death, relationship and attendance. Employees must be actively assigned at work in order to receive pay under this Section.

- (a) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent or grandchild.
- (b) Subject to the provisions and qualifications set forth above, qualified employees shall be allowed one (1) day leave to attend the funeral of an aunt, uncle or grandparents-in-law.

Probationary employees will be entitled to the above leave time subject to the above provisions. If the employee does not successfully complete his probationary period, the pay received for these days will be deducted from monies due him/her and the probationary employee shall sign a written authorization for such payroll deduction prior to receipt of paid funeral leave.

Section 5 - Personal Business Leave Days: Employees shall be allowed three (3) personal business leave days per year which shall be accrued on the anniversary date of his employment with the City of Garden City. An employee shall be required to notify his shift commander twenty-four (24) hours in advance of taking such a personal leave day, except for the occurrence of an emergency situation. Personal leave may be taken in four (4) hour intervals with prior approval. Such approval shall not be unreasonably withheld.

Section 6 - Union Leave: Employees who are elected or selected by the Union to attend International and State Union conventions and seminars shall be allowed time off with pay for a period not to exceed five (5) days, (forty (40) regularly scheduled work hours) to attend such function. The Union may allocate the forty (40) hours in any portion they wish among not more than three (3) employees. In order to qualify for paid leave, in accordance with this Section, the Union must notify the Chief at least thirty (30) days prior to any requested leave of the names of those employees who are requesting leave. In addition to the above forty (40) hours, up to two (2) employees shall be allowed necessary time off, with pay and up to three (3) calendar days, to attend the bi-annual Michigan Fire Fighters Convention. It is understood and agreed that leave pursuant to this Section shall not be granted if the needs of the department would be seriously impaired thereby.

ARTICLE VI - WORKWEEK

Section 1 - Normal Workweek: The normal workweek for the Fire Fighters shall be in conformity with the statute as set forth in M.S.A. 5.3331 as amended. However, it is understood and agreed that should State and/or Federal Law change so as to require the payment of overtime premium to public employees who work in excess of a specified number of hours in a given workweek the Employer shall have the right to adjust said workweek and/or platoon system to avoid said premiums to a degree which may include the implementation of a forty (40) hour workweek and the resulting platoon adjustment. Effective April 6, 1986, the normal work period for fire fighters shall be nineteen (19) calendar days. The normal hours worked within such work period shall be one hundred forty four (144). Upon approval of the Chief, employees may trade scheduled off days if such trade is completed within the same work period.

Section 2 - Overtime: Time and one-half (1 1/2) an employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of the employee's regular shift.

- (a) When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practical among the employees in the same classification, and on the same shift within the department where the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.

- (b) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and shall be performed by employee(s) who were performing the specific job immediately prior to the occurrence of the overtime period.
- (c) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore, employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he offers an excuse acceptable to the Employer.
- (d) An overtime list shall be maintained listing the overtime hours offered and/or worked by each employee to assure that overtime is distributed as equitably as possible. If an employee is offered overtime hours, said overtime hours shall be charged against him just as if he had worked the same in addition to any disciplinary action which may be taken because of his failure to work such overtime unless he offers an excuse acceptable to the Employer. An employee(s) is offered overtime if:
 - (i) he is actually informed of such overtime opportunity and refuses same; or
 - (ii) the City calls the employee's last known home phone number and receives no answer or the employee is not at home.

ARTICLE VII - WAGES

Section 1: The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2 - Classification Rate Determination: If, during the life of this Agreement, a new job classification is created or a significant change in existing job classification, the Employer shall establish the job duties and the rate ranges applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned the job classification. If

negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedures starting at the Second Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created.

Section 3: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 4 - Call In/Service Days/Comp Time: When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than three (3) hours of pay at time and one-half (1 1/2) his regular straight time hourly rate or shall be paid for actual time worked at time and one-half (1 1/2) his regular straight time hourly rate, whichever is greater. For the purpose of computing overtime pay only, an employee's regular hourly rate of pay shall be determined by dividing his annual salary by two thousand seven hundred fifty six (2756), which is the total number of hours worked on the present fifty-three (53) hours per week schedule.

When working overtime the employee shall have the option of being paid for their overtime at time and one-half (1 1/2) or receiving compensatory time off (comp time) at time and one-half (1 1/2).

When using comp time the following rules will apply:

- 1.) Taking comp time shall not create overtime.
- 2.) Comp time earned shall be used within one (1) year of accrual. In the event that unusual circumstances are such that the comp time accrued is not used within one (1) year, it may be carried over up to an additional six (6) weeks with the approval of the Fire Chief. City will pay accrued comp time if unused after above time limits expire.
- 3.) Comp time requests in 24 hour intervals shall have the same priority as unscheduled vacation.
- 4.) Comp time requests for less than 24 hour periods which have been approved but because of unforeseen circumstances has to be cancelled, will be treated as newly acquired comp time.

- 5.) When an employee elects time and one-half (1 1/2) comp time rather than pay, the minimum comp time received will be four and one-half (4 1/2) hours.

Section 5 - Court Appearance: When, as a result of performing his duties as a fireman, an employee is subpoenaed to make a court appearance or an appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half (1 1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1 1/2) his regular hourly rate of pay computed to the nearest quarter hour, whichever is greater. As a condition of receiving such payment, the employee shall assign his court appearance fee to the Employer.

Section 6 - Civil Disorder/Mutual Aid: An on-duty fire fighter who is assigned to a civil disorder or a "mutual aid" fire outside the city limits shall receive pay at the rate of two (2) times his regular straight time hourly rate for all hours actually spent on said civil disorder or "mutual aid" fire. "Mutual aid" fire shall mean such fire as defined under the terms of the Western Wayne County Mutual Aid Agreement.

ARTICLE VIII - HOLIDAYS

Section 1: The following days shall be recognized as holidays: New Years Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Years Eve Day.

Section 2: Qualified employees shall receive one (1) day's pay at their regular straight time hourly rate for each holiday day or days celebrated as such. A day's pay shall be computed by dividing the employee's base compensation by two hundred sixty (260). A day's pay for forty (40) hours per week employees shall be computed by dividing the employee's base compensation by two thousand eighty (2080) hours and multiplying same by eight (8).

Section 3: To qualify for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work, the last day he was scheduled to work before the holiday and the next day following such holiday except in cases where the employee's absence on such day(s) is due to the fact that such day or days occur during his regularly scheduled vacation.

Section 4: When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be paid one and one-half (1 1/2) times his

straight time hourly rate for the hours so worked in addition to the holiday pay.

Section 5: When an eligible employee is called in on a holiday as specified herein for which he had not been previously scheduled, he shall be paid at two (2) times his regular straight time hourly rate for actual time worked in addition to the holiday pay.

Section 6: Holiday pay shall be paid on the first pay period in December and the first pay period in June.

Section 7: For forty (40) hour per week employees, if a holiday falls on Saturday, the preceding Friday will be observed. If the holiday falls on Sunday, the following Monday will be observed. If the holiday falls on Friday and Saturday, the preceding Thursday will be observed.

ARTICLE IX - VACATIONS

Section 1: Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the employee's anniversary date of employment, shall be eligible for vacation with pay in accordance with the following schedule:

- (a) An employee who as of the employee's anniversary date of employment has completed one (1) but less than two (2) years of continuous service with the City since his last hiring date shall receive three (3) work days of vacation with pay.
- (b) An employee who as of the employee's anniversary date of employment has completed two (2) but less than five (5) years of continuous service with the City since his last hiring date shall receive six (6) work days of vacation with pay.
- (c) An employee who as of the employee's anniversary date of employment has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive nine (9) work days of vacation with pay.
- (d) An employee who as of the employee's anniversary date of employment has completed ten (10) years of continuous service with the City since his last hiring date shall receive twelve (12) work days of vacation with pay.
- (e) An employee who as of the employee's anniversary date of employment has completed fifteen (15) years of continuous service with the City since

his last hiring date shall receive thirteen (13) work days of vacation with pay.

Section 2: An otherwise eligible forty (40) hour per week employee shall receive vacation with pay in accordance with the following schedule:

- (a) An employee who as of the anniversary date of his employment has completed one (1) but less than five (5) years of continuous service with the City since his last hiring date shall receive twelve (12) days of vacation with pay.
- (b) An employee who as of the anniversary date of his employment has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive eighteen (18) days of vacation with pay.
- (c) An employee who as of the anniversary date of his employment has completed ten (10) years of continuous service with the City since his last hiring date shall receive twenty-four (24) days of vacation with pay.
- (d) An employee who as of the anniversary date of his employment has completed fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty-five (25) days of vacation with pay.

At eighteen (18) years of continuous service...twenty-six (26) days of vacation with pay.

At twenty (20) years of continuous service....twenty-seven (27) days of vacation with pay.

Section 3: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with manpower and workload requirements as determined by the Chief. Vacation leave shall be granted giving preference to seniority employee. In the event two (2) or more employees desire the same vacation date and it is determined by the Chief that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative date for his vacation. A seniority list shall be posted no later than October 1 of any calendar year and all employees shall indicate prior to December 1 of those dates that they desire to take their eligible vacation leave between January 1 and December 31 of the next calendar year. A final vacation list shall be prepared by the Chief and distributed to all employees not later than December 15 of any calendar year, indicating those dates agreed upon:

- (a) In the event an employee does not select a vacation period prior to December 1, he shall be permitted to select a vacation period from the remaining available dates. If two or more employees have failed to make selections by December 1, their selection shall be made on the basis of first come, first serve.

Section 4: If an employee, who is otherwise eligible for vacation with pay quits, is discharged or is laid off on or after the anniversary date upon which he qualified for vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. If an employee is laid off prior to the anniversary date upon which he would have qualified for a vacation with pay, he will be paid on a pro-rata basis for so much of such anniversary year during which he actually worked.

Section 5: No vacation time off shall be accumulative from year to year. At the Chief's discretion an additional period may be added to employees to take vacation time off on a showing of unusual circumstances.

ARTICLE X - SICK LEAVE

Section 1: For employees who qualify therefore, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

Section 2 - Accumulation: Permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the Employer with a maximum accumulation of sixty (60) days.

Section 3 - Qualification: In order to qualify for sick leave payments, the employee must report to his supervisor not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- (a) In order to accumulate sick leave for any given month, the employee must actually work five (5) or more days in said month.

- (b) In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Chief.
- (c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.
- (d) Employees from date of hire through completion of probationary period may use sick leave with the Chief's approval and shall furnish a signed doctor's certificate if requested by the Chief. If the employee does not successfully complete his probationary period, the pay received for sick leave days will be deducted from monies due him/her and the probationary employee shall sign a written authorization for such payroll deduction prior to receipt of paid sick leave.

Section 4: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated bank of leave credits in the following situations:

- (a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.
- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first (1st) day of absence necessitated thereby the City shall make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own classification had he worked, including premium payments under present practice, for a period of not to exceed one hundred and four (104) weeks. Payments of food allowance, if already paid in the manner prescribed elsewhere in this Agreement, will be deducted in the amount of one fifty-seconds (1/52) for every week not worked from the next payment of food allowance.
- (c) In cases where an employee becomes incapable of performing his normal duties by reason of any disability, such employee (maximum one (1) at any time), if sufficient work is available and such employee is qualified for the required duties, shall be offered work in the Fire Prevention Bureau on an eight (8) hour day/forty (40) hour week schedule, with no reduction in salary. Such preferred duty shall last no longer than six (6) months for any one employee.

Section 5 - Payment-Retire/Death/Quit: If an employee retires pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, accumulated after the execution of this Agreement. If an employee is discharged he shall not be entitled to payment of any portion of his accumulated unused paid sick leave accumulated after the execution of this Agreement.

Section 6 - Payment-Death in Line of Duty: If an employee dies in the line of duty, his estate shall receive one hundred percent (100%) of his accumulated sick bank at current rate of pay, regardless of length of service.

Section 7 - Sickness and Accident Insurance: The City agrees to provide for each full-time employee, Sickness and Accident Insurance, or self-insurance if the Employer so elects; which, payable the second (2nd) day of accident or the ninth (9th) day of sickness, shall provide a benefit of sixty-five percent (65%) of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations and conditions are to be governed by the policy, or the Employer's policy in the case of self-insurance which shall not be more stringent than existing SAFECO policy conditions. An employee may, at his option, use one and one-half (1 1/2) sick days per two (2) week pay period, in conjunction with this weekly benefit to achieve one hundred percent (100%) pay. In this event, all benefits, including pension crediting, shall continue. During the eight calendar day waiting period, an employee may use necessary earned but unused sick days. However, money paid for time off from work shall not exceed amounts which would be paid if the employee were working under his regular work schedule.

Section 8 - Payment-Maximum Accumulation/Incentive: If on June 30 of any year an employee has accumulated in excess of sixty (60) days of earned but unused sick leave days, the excess days over sixty (60) shall be paid at one-half (1/2) day's pay for such extra day. Upon such payment, the extra days over sixty (60) shall be retired and have no further value. A day is defined as a twenty-four (24) hour work day.

If on June 30 of any year an employee(s) has used six (6) or fewer paid sick leave days, then in that event, such employee(s), at his option exercised within thirty (30) calendar days after June 30, may cash out up to six (6) sick leave days earned in such contract year by the payment of sixty percent (60%) of the June 30 value of such days. Upon such payment, the earned but unused sick leave days, up to six (6), shall be cancelled and have no further value. Earned sick leave days not used or cashed out shall be added to the employee's bank.

A "day" shall be eight (8) hour work day for the Fire Marshal when such day was earned as Fire Marshal.

ARTICLE XI - LONGEVITY

Section 1: Permanent full-time employees who as of the anniversary date of their employment have completed one (1) or more years of continuous employment since their last hiring date shall receive, in a lump sum payment made on or before December 1 of each year, a longevity bonus of three dollars (\$3.00) for each month during which the employee actually performs at least one day's work as defined in Article XIII, Section 17, multiplied by total months of seniority, provided, however, that no such longevity bonus shall exceed six hundred fifty dollars (\$650.00).

Longevity bonus for employees hired after January 13, 1988 shall start on the forty-ninth (49th) month of employment at three dollars (\$3.00) per month of actual work, payable December 1 of each year (e.g., if at December 1 new hire has 55 months of employment, payment would be 55 months X \$3.00 = \$165.00).

ARTICLE XII - INSURANCE

Section 1 - Employee Medical: The City shall provide full family coverage for all employees through Michigan Blue Cross/Blue Shield Hospital Medical Blue Preferred Insurance Plan MVF-2, with semi-private room accommodations, with the Predetermination Program. In addition, the Master Medical and Prescription Drug Program with a three dollar (\$3.00) co-pay shall be included, and the City shall pay all premium costs for such coverage. Employees hired prior to January 1, 1991 may at their option carry the traditional coverage by paying the difference in the monthly premiums between the Blue Preferred and traditional plan through payroll deduction. This selection can be made with the initial contract change and on an annual basis during our re-opening date. From date hereof, the City shall also provide said coverage under the traditional plan for disability retirees under Article XIV of the City Charter.

The City, at its option and at no increased cost to it, may offer hospitalization/medical coverage through Blue Cross/Blue Shield Health Maintenance Organization (HMO) at City cost in lieu of the hospitalization insurance provided herein. If an employee selects the option of a provided HMO, it will be deemed that the City has fulfilled its obligation under this section. Once an employee has selected an offered hospitalization/medical coverage option, no change can be made until the next re-opening date.

The City is not obligated to provide duplicate coverage if equivalent insurance is provided by a national or state health insurance plan.

- (a) In the event an employee dies in the line of duty, the City shall continue full family coverage until his widow remarries.

Section 1a - Retiree Medical: Effective on and after October 1, 1990 and for retirees retiring on and after such date at age fifty-five (55) or with twenty-five (25) years of service, the City will furnish to the extent provided herein, two person (retiree and spouse at time of retirement) subscriber, hospital/medical/surgical insurance, MVF-1, 365 day coverage with semi-private room accommodations, Master Medical \$50/100 deductible-80/20 co-pay, and including a prescription rider with a five dollar (\$5.00) co-pay (or equivalent insurance from another carrier). At age sixty-five (65) an eligible retiree and eligible spouse must subscribe and pay the cost of Part B Medicare. At age sixty-five (65) an eligible and entitled employee and spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complimentary coverage or an equivalent insurance. If retiree precedes his/her spouse in death, spouse would be covered unless remarried.

Insurance provided hereunder shall not duplicate any other hospital/medical/surgical insurance to which such eligible retiree is entitled.

All the medical retiree provisions outlined above will sunset (terminate) at 11:59 p.m. on December 31, 1997 and revert back to the following coverage as stated below:

Effective on and after January 1, 1998 and for retirees retiring on and after such date at age fifty-five (55) or with twenty-five (25) years of service, the City will furnish to the extent provided herein, two person (retiree and spouse at time of retirement) subscriber, hospital/medical/surgical insurance, MVF-1, no riders, 365 day coverage (or equivalent from another carrier). At age sixty-five (65) an eligible and entitled employee and spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complimentary coverage or an equivalent insurance. If retiree precedes his/her spouse in death, spouse would be covered unless remarried.

The City is not obligated to provide duplicate coverage if equivalent insurance is provided by a national or state health insurance plan.

Effective January 1, 1998 the City will, on a separate ledger, credit a bookkeeping account in the amount of seven dollars and fifty cents (\$7.50) per week for each full-time unit employee covered by the basic Blue Cross/Blue Shield insurance. The beginning balance as of January 1, 1998 will be the ledger balance as of September 30, 1990.

The City will debit such ledger account with the cost of insurance provided under this sub-section. The City's entire liability during the term of this contract and under this sub-section shall be only to the extent of the crediting in the ledger as herein required.

Insurance provided hereunder shall not duplicate any other hospital/medical/surgical insurance to which such eligible retiree is entitled.

Section 2 - Employee/Retiree Life Insurance: The employer agrees for the duration of this Agreement, to provide each bargaining unit employee with a twenty thousand dollar (\$20,000) term life insurance policy; in addition, the A.D. & D. portion shall be twenty thousand dollars (\$20,000). Employees retiring after October 1, 1990 will be provided with a five thousand dollar (\$5,000) term life insurance policy.

Section 3 - Dental: The City will pay the full cost of single, two person, or family, as applicable, Blue Cross/Blue Shield Dental coverage. The Dental Plan shall provide benefits on a co-pay basis of 75/50/50, one thousand dollar (\$1,000.00) maximum per covered person yearly. Benefit coverage shall be in accordance with the dental insurance contract between Blue Cross/Blue Shield and the City.

Section 3a - Optical: The City will provide Plan B optical care through Co-Op Optical (or equivalent insurance from another carrier).

Section 4 - Coverage Commencement/Termination: Benefits under Sections 1, 2, 3 and 3a of this Article for otherwise eligible new employees will become effective on the first day of the calendar month following ninety (90) calendar days from date of hire. However, an employee may receive life and/or health benefits during this period by paying individual premium. Except as otherwise specifically provided, when work time or seniority is interrupted for the following reasons, insurance coverage under Sections 1, 2, 3 and 3a of this Article shall continue as shown below:

LAYOFF - until the first of the month after ninety (90) calendar days of layoff.

DISCHARGE, QUIT, RETIREMENT - for the balance of the month in which discharge, quit or retirement occurs (except disability retirees under Section 1 of this Article and retiree life under Section 2 of this Article).

PERSONAL LEAVE OF ABSENCE - until the first of the next month following date of leave of absence.

If an employee is disabled for occupational or non-occupational reasons, insurance shall continue, at the City's expense, for the period of such disability, or until employee is placed on personal leave of absence or retirement, pursuant to other provisions of this Agreement.

ARTICLE XIII - GENERAL

Section 1 - Rules and Regulations: The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement, but no such rules or regulations shall become effective until at least thirty (30) days after announcement or completion of grievance procedure, including arbitration.

Section 2 - Bulletin Board: The Employer will provide a bulletin board for the department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature. The City shall provide the Union suitable file space to be located on Fire Department property. The Union may schedule and hold meetings on Fire Department property, providing, insofar as possible, that such meetings be not disruptive of the duties of the employees or the efficient operation of the department. As a condition precedent to the holding of any meeting, the Union shall be required to post on the bulletin board at least twenty-four (24) hours in advance, notice of the time, place and purpose of such meeting.

Section 3 - Management Rights: Nothing contained in this Agreement shall be construed in any way to restrict or limit management and supervisory employees from performing bargaining unit work in the same manner and to the same extent as management and supervisory employees performed such work prior to the execution of this Agreement.

Section 4 - Subcontract: During the effective contract between the parties the City agrees that it will not subcontract work normally performed by the fire fighting employees encompassed by this contract.

Section 5 - Tuition Reimbursement: For regular full-time employees who have completed their probationary period, the City agrees to reimburse any tuition payments, which are not payable by any other organization, made by said employee for approved courses. In order to qualify for tuition reimbursement, the employee must receive approval of the course or courses, and the course or courses must be job related, or courses necessary to the attainment of an Associates Degree in Fire Fighting. To qualify for tuition reimbursement, the employee must pass the approved course with credit, if credit is offered, and furnish grade mark and receipts upon completion of the course.

Section 6 - Food Allowance: Each fire fighting employee, excluding the Fire Marshal, shall receive a food allowance of Eight Hundred Fifty Dollars (\$850) annually effective October 1, 1990. Said sum is to be paid in appropriate quarterly payments.

Section 7 - Uniform Allowance: Each employee shall receive a uniform allowance of five hundred dollars (\$500.00) effective July, 1983. Fifty percent (50%) of said allowance shall be paid July 1 of each year and fifty percent (50%) shall be paid January 1 of each year. In addition, the City shall provide all required protective clothing including helmet, fire fighting coat, boots and gloves. New glove liners shall be issued each fiscal year.

Section 8 - Temporary Vacancies: In those cases where temporary vacancies occur in the positions of Fire Marshal or Captain, those vacancies may be filled at the discretion of the Fire Chief, Deputy Fire Chief or in their absence the Shift Commander. Employees covered by this collective bargaining agreement filling said temporary vacancies shall be paid at the rate of their present rank or the rate of the temporary vacancy, whichever is higher. In accordance with past practice, the employees shall be paid from the first hour worked at the highest rate for such position.

In the event a Pipeman works out of classification, by seniority, as an Engineer, he shall be paid at the rate of the higher classification for all time worked.

When a lieutenant is not working on his shift in his regular job assignment(s), his position shall automatically be filled by the highest seniority employee on duty with an EMT rating. If an EMT rating is not available, then the highest seniority employee on duty with an attendant license will be so assigned. The rate of pay for an employee so assigned shall be at the base rate of the replaced Lieutenant (excluding all types of extra or premium pay) for the shift.

Section 9 - Physically or Mentally Fit: The Employer reserves the right to suspend or discharge employees who are not physically or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical or psychiatric examination performed by a medical doctor or psychiatrist of the Employer's choice, at the Employer's expense, reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical or psychiatric examination from a medical doctor or psychiatrist of his choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical or psychiatric examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. In the event an employee's seniority is terminated pursuant to this Article he shall be afforded the opportunity to apply for and the City will attempt to place him in a

position with another department within the City and if he is employed by another department he shall retain all accrued benefits.

- (a) Employees, who at the time of the execution of this Agreement, have a physical defect, caused by injury, shall be allowed to remain on active duty provided they maintain the level of physical ability they had at the time of the execution of this Agreement.

Section 10 - Invalidity: If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or in compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 11 - Union Business: The City agrees that accredited representatives of the Union, state, district or international representatives, shall have access between the hours of 8:00 a.m. and 5:00 p.m. to conduct Union business pertinent to the facility upon notification to the Chief of the department.

Section 12 - Special Conferences: Special conferences for matters other than grievances will be arranged between the Union President and the City, by and through its designated representative, upon request of either party. Such meeting will be between the representatives of the City and two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested in writing. Special conferences shall be held at a time mutually agreeable to the parties. Union members shall not lose any time or pay in the event such special conferences are held during the member's working hours.

Section 13 - Trade of Leave Days: Employees shall be permitted to voluntarily trade leave days with employees of the same rank on the same work schedule. Trades outside of rank are subject to the Chief's approval.

Section 14 - Discipline Representation: Any employee subject to a formal reprimand, written or oral, or any other formal method of discipline, shall be so advised in advance and may request the presence of a Union representative.

Section 15 - Manpower: Any command officer may use his personal discretion to increase manpower to the number he deems necessary in a red or yellow alert situation.

Section 16 - Residency: All employees hired after the execution of this Agreement and all present employees who do not live within a fifteen (15) mile radius from Henry Ruff and Ford Road, must within six (6) months after completion of their probationary period, or the execution of this Agreement, whichever is sooner, move within the fifteen (15) mile radius and live within said boundaries for the duration of their employment. All present employees who live within the fifteen (15) mile radius must, as a condition of continued employment, continue to live within those boundaries.

If the fifteen (15) mile radius includes part of a municipality it shall be deemed to include the entire municipality.

It is further understood that this section shall become null, void and inoperative in the event a state law is passed allowing fire fighters to reside outside the above boundaries.

Section 17 - Pro-ration of Benefits: If an employee does not actually perform work for seventy percent (70%) of the hours for which he would ordinarily be scheduled in the contract year (July 1 - June 30) immediately prior to the recorded accumulation or payment of any of the following benefits:

- 1.) Personal Business Leave Days;
- 2.) Vacations;
- 3.) Food Allowance;
- 4.) Clothing Allowance;
- 5.) Longevity;

then such benefits shall be calculated on a pro-rata basis figured as a percent which the actual hours worked bear to two thousand seven hundred fifty six (2756) in such calendar year. "Actually performed work" under this Section shall include paid time for vacations, holidays, personal business leave days, paid sick days or time off because of duty-related injury.

Section 18 - Non-Fire Fighting Duties: Assignments of duties of a non-fire fighting nature shall not endanger the health or safety of employees, nor shall such assignments be made as a means of discipline.

Section 19 - Contract Distribution: A copy of this Agreement shall be distributed by the City to all employees in the bargaining unit and without cost to the employees.

Section 20 - Project Assignments: Management may make assignments of time-targeted projects on a team shift approach for fire or E.M.S. related duties, either inside or outside of the Fire Station. Performance of these assignments shall be between the hours of 8:00 a.m. and 5:00 p.m. This section shall not apply to

Saturday, Sunday or holiday shifts nor shall it apply if present departmental manpower is reduced below 23. Elements, including weather, will be given due consideration in assigning duties under this Section.

The above time-targeted goals shall not include educational or training related activities given for members of the Fire Department nor duties presently performed in the Fire Station.

Section 21 - Dispatching Functions: All dispatching functions relating to the Fire Department shall be performed by the City's Police Dispatch Unit.

Section 22 - Labor/Management Committee: Recognizing that it is in the collective interest of the City, the public and the bargaining unit that city government operate as efficiently and effectively as possible, a Committee chosen by the employees and the City Administration shall work together over the life of this contract to develop job descriptions, establish a job-related performance appraisal system, participate in labor-management committee, implement a safety program and participate in other programs which will enable the City to provide the best possible services to the public. Such programs shall not require the bargaining unit to perform work traditionally done by other city employees unless agreed to by the bargaining unit.

Section 23 - Educational Training: If an employee attends an educational training course(s) on his own time and with approval of the Fire Chief, he shall accrue compensation time on a time for time basis. Such compensation time may be used within one (1) year of accrual but such use shall not create overtime pay to maintain the shift level. In the event that unusual circumstances are such that the compensation time accrued is not used within one (1) year, it may be carried over up to an additional six (6) weeks with the approval of the Fire Chief.

Section 24 - Certification/Condition of Employment: Employees hired after October 1, 1984 shall as a condition of continued employment maintain EMT Specialist (LALS) State of Michigan certification or such certification as the City may require for the service provided.

Section 25: Use of the male gender in this Agreement shall, except as the context otherwise requires, be deemed to include the female gender.

ARTICLE XIV - FIRE PREVENTION BUREAU

The department will assign functions involved in the processing of certificate of occupancy permits. As need arises, assignment hereunder can be to bargaining unit or building department personnel.

The fire inspector, or a designated inspector from the shift if the fire inspector is not available, will do all original certificate inspections. Shift members shall do follow-up reinspections. The reinspections shall be distributed among the shifts as equitably as possible.

The designated inspector will be compensated at the fire inspector rate from 8:00 a.m. to 5:00 p.m. on the days he makes original inspections when the fire inspector is not on duty.

During the term of this contract the City Administration, the Fire Department and the Union shall study the feasibility of the Fire Department assuming responsibility for tasks currently performed by the Building Department.

This article shall not apply if departmental manpower is reduced below 23.

The position of Fire Inspector may be filled by a qualified and interested fire fighter on a seniority volunteer basis. The position may be rotated among department members.

Fire fighters who elect to rotate into this position should have training in techniques of fire prevention and inspection from a recognized institute or training school, shall be currently enrolled in such program, or make application to such a program.

The duties to be performed by the Fire Inspector are as follows:)

- 1.) Fire Prevention and Fire Education duties under the direction of the Fire Marshal.
- 2.) Filling-in when twenty-four (24) hour vacancies occur on a shift, to help reduce department overtime.
- 3.) Inspection duties in enforcing fire related sections of the Uniform Building Code and doing Certificate of Occupancy inspections.
- 4.) Responding as an additional fire fighter to working fires that occur while on duty.
- 5.) Other duties directly related to the fire service as assigned by the Fire Chief and/or Deputy Chief.

It is mutually understood that when the Fire Inspector is used as a fill-in for overtime he shall work with the shift to achieve shift goals in addition to conducting inspections.

Unless assigned to fill-in for overtime on a twenty-four (24) hour shift, the Fire Inspector shall work a forty (40) hour workweek, 8:00 a.m. to 5:00 p.m., five (5) days per week, with one (1) hour for lunch. The Fire Inspector shall receive all fire fighters fringe benefits except as modified in this paragraph. The Fire Inspector

shall only receive a food allowance for those days during which he works a twenty-four (24) hour shift. Vacation, personal, holiday and sick days shall be prorated based upon the percent of time worked on twenty-four (24) hour shift assignment and the percent of time worked as a forty (40) hour per week employee. He may work an average of one hundred six (106) hours in a fourteen (14) day work cycle, including time worked on a twenty-four (24) hour shift. Any hours worked in excess of those one hundred six (106) hours shall be paid for at time and one-half (1 1/2).

It is mutually understood that this position will allow the department to greatly increase flexibility, make it possible to increase training for all department personnel at such programs as those offered by the National Fire Academy, and increase service provided to the public in Fire Prevention and Fire Education. It will also have the effect of increasing the attack force on major working fires, thereby benefitting both the residents of the community and the safety of the fire fighters fighting a major fire.

ARTICLE XV - RETIREMENT

Section 1 - Average Final Compensation: For employees retiring on and after October 1, 1993, provision shall be made that average final compensation shall be the average of the highest final average earnings as defined in Article XV, Section 4 paid a member by the City during a period of three (3) years of credited service contained within his ten (10) years of credited service rendered immediately preceding his retirement. If a member has less than three (3) years of credited service his average final compensation shall be the average of total final average earnings paid by the City. In no case shall any member's average final compensation include compensation for overtime.

Section 2 - Annuity Withdrawal: Upon retirement, employee(s) shall have the option of annuity withdrawal from the retirement system of that portion equal to the employee's contribution plus interest. Any member who retires on or after July 1, 1984 pursuant to Sections 7, 8.1, 8.2, 10 and 12 of the Retirement System Ordinance, may elect to receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the Pension Savings Fund at the effective date of his retirement. A member terminating City employment with a pension payable pursuant to Section 1.189 may elect to receive a refund of all or part of his accumulated contributions on his effective date of benefit commencement. Provided, however, that any member withdrawing his accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retiring member'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 and interest rate, as 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.

Section 3 - Pop-Up: Under the Retirement Plan, if a designated beneficiary predeceases the retired member, the reduced pension will "pop-up" to the amount it would have been if a 100 percent or 50 percent Joint and Survivor Option had not been elected. If the cost of the "pop-up" will be covered by an adjustment to the option election factors so that a retiring member(s) who chooses Joint and 100 percent Survivor or Joint and 50 percent Survivor will bear the cost and such option shall be at no cost to the Union.

Section 4 - Final Average Earnings: For employees retiring on and after October 1, 1993, the following shall be included in the final average earnings:

- 1.) Annual Regular Compensation - The employee's annual base salary for regular hours worked per year (based on 2756 hours). Any paid leave time taken to make up the 2756 hours would be included. (For example: sick leave, vacation days, personal days, compensation time, etc.)
- 2.) Longevity - The amount of the employee's annual longevity bonus paid according to Article XI, Section 1.
- 3.) Holiday Pay - The day's pay as computed under Article VIII, Section 2 for each holiday under Article VIII, Section 1, they qualify to be paid for.
- 4.) Certification Bonus - The amount of the employee's annual certification bonus for Emergency Medical Technician (EMT), Limited Advanced Life Support (LALS) and State certification for Fire Inspector paid on July 1 according to Addendum A, notes 4 & 5.

Section 5 - Purchase of Military Time: Employees may purchase military time for the purpose of service time for retirement with the following conditions:

- 1.) Three years is the maximum service that can be purchased.
- 2.)
 - a.) Current employee(s) must give intent of purchase within one (1) year of signing the current executed agreement and complete payment within five (5) years.
 - b.) New employee(s) must give intent of purchase within one (1) year of employment and complete payment within five (5) years.

- 3.) Employee(s) must pay their five percent (5%) portion and the City's normal cost (i.e. 6-30-89 percentage = 11.23%) based on the last actuarial report available at the time the employee(s) intent to purchase is given using his current base salary for each year purchased.

Section 6 - Duty Disability Retirement: A member with one or more years of credited service from date of hire who retires before attainment of his voluntary retirement age because of a duty disability, shall receive a disability annuity of two-thirds (2/3) of his final average compensation until he is eligible for normal retirement at which time he shall be given service credit for the time he received a disability annuity.

Section 7 - Monthly Credit: Fire fighters working on 24 hour shifts shall be granted three (3) service days for each shift they work in order to meet the minimum ten (10) day service requirement for retirement service monthly credits.

Section 8 - Final Average Earnings Multiplying Factor: Employees who meet eligibility requirements for a pension under the Garden City Employees Retirement System and retire on or after October 1, 1993 shall receive a pension, called a straight life pension, equal to 2.5 percent of the member's average final compensation multiplied by his years and fraction of a year of credited service for his first 25 years of service, plus 1 percent of the member's average final compensation multiplied by his years of credited service over 25 years. Upon his retirement, he shall have the right to elect an option provided for in the City Charter.

Section 9 - Annual Pension Adjustment: For employees retiring on and after October 1, 1993, after completing one year of retirement, their pension will be adjusted each July 1 by adding two percent (2%) of the retiree's current pension as same existed on the day prior to July 1.

ARTICLE XVI - SAFETY AND HEALTH

The City agrees to provide the highest standards of safety and health in the Fire Department in order to eliminate as much as possible; accidents, death, injuries and illnesses in the fire service. In this Article, the Union through its various officers, committees and representatives have been accorded certain participatory rights relating to employee safety and health, however, it is not the intention of the parties that these provisions, the Union's exercise of its rights thereunder or its failure to do so shall in any way diminish the City's exclusive responsibility as described in this Article.

There shall be a joint safety and health committee composed of the City Manager, the Fire Chief, the Union President and one member from each shift of the department.

The joint committee shall:

- 1.) Meet at least quarterly on the first Monday of January, April, June and October. The committee may meet more frequently at the call of at least two members. For special meetings the agenda shall be established and committee members shall be given at least twenty-four (24) hour notice.
- 2.) Make periodic inspections of Fire Department facilities and apparatus, protective equipment, protective clothing, and to review work methods and conditions, including training procedures.
- 3.) Make written recommendations for the correction of hazardous conditions or unsafe work methods which comes to its attention. Safety inquiries may be initiated by the City, the Union or any individual member of the Fire Department. Safety inquiries shall be completed and formalized in writing on a form established by the committee. Safety inquiries shall be consecutively numbered and kept on file as a permanent record of the department. Safety inquiries shall be conducted by at least two members of the committee during regular working hours. All recommendations shall be forwarded to the Fire Department officials responsible for providing a safe and healthy work place and include a target date for abatement of the hazardous conditions or unsafe work place.
- 4.) Keep minutes of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting. Agenda items for all meetings of the committee shall be submitted to the chairman in writing and each member of the committee shall receive a copy of the agenda at least twenty-four (24) hours before the scheduled meeting.
- 5.) Conduct research regarding technical fire safety related topics of benefit to the department. Members of the committee may attend seminars on safety related topics with the approval of the Fire Chief on City time. Members of the committee may attend any safety related seminar on their own time. The City shall pay registration costs for safety related seminars related to the fire service with a three-fifths (3/5) vote of the committee.
- 6.) Review and analyze all reports of accidents, deaths, injuries and illnesses. Make immediate and detailed investigation of each accident, death or injury to determine fundamental cause. Make written recommendation that includes a date of implementation to modify or add rules and

procedures to further promote the avoidance of such incidents in the future.

- 7.) Review and make written recommendations on the care and treatment of injured fire fighters. The confidentiality of any individual's medical records shall not be violated by the committee.
- 8.) In January of each year the committee shall publish an annual report regarding committee activities and pertinent related data. Copies of the annual report shall be made available to all members of the department.
- 9.) Meetings shall be conducted on an informal basis. Notice of meetings shall be posted in a conspicuous place in the department. Any member of the department may attend, observe and participate in discussion on their own time.

These by-laws may be amended by a four-fifths (4/5) vote of the members of the committee. By-law amendments cannot be voted on at the meeting which they are proposed but shall be made available to all members of the department prior to their being considered.

Copies of all records and reports, including all reports required by any governmental agency, under any applicable federal, state or municipal safety and health law, shall be made available upon request to each member of the committee. The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters. The committee shall have the right to call on such experts and authorities, including representatives from the IAFF Union, to make such examinations, investigations and recommendations as shall be reasonably connected with the purpose of the committee. Committee members shall receive compensation time on a time for time basis for all time spent on committee business, including time spent in inspections, handling of safety problems, accompanying inspectors and in meetings or training seminars related to safety and health.

The committee shall be considered an adjunct of, and subordinate to, the regular grievance procedure. All disputes and disagreements arising under the safety and health clauses of this Agreement shall be referred to the safety and health committee, but if not disposed of by unanimous vote of the safety and health committee within ninety (90) days, same shall be subject to the grievance procedure and shall be introduced at a step immediately preceding arbitration.

The City agrees to adopt the injury and exposure reporting system developed through the IAFF as the official reporting system for fire fighters deaths, injuries, and exposures. Copies of all reports shall be supplied immediately to any member of the committee upon their request.

ARTICLE XVII - DURATION AND RETROACTIVITY

Section 1: This Agreement shall be effective as of the first day of October 1, 1993 and shall remain in full force and effect through 12:01 a.m. on September 30, 1997.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement on this 27th day of September, 1993.

FOR I.A.F.F., LOCAL 1911:

Michael A. Tadd

Kenneth [Signature]

FOR THE CITY OF GARDEN CITY:

Jim A. Plakas
Jim A. Plakas, Mayor

Ronald Showalter
Ronald Showalter, City Clerk-Treasurer

Council Approval: July 12, 1993

Salary Ordinance Adopted: August 2, 1993

ADDENDUM A

	<u>EFFECTIVE DATES</u>		
	<u>10-01-94</u>	<u>10-01-95</u>	<u>10-01-96</u>
<u>Fire Fighters:</u>			
<u>* Start without all required certifications:</u>			
No experience	25,578	26,345	27,135
0-1 years experience	26,188	26,974	27,783
1-3 years experience	26,795	27,599	28,427
3-5 years experience	27,403	28,225	29,072
Over 5 years experience	28,013	28,853	29,719
<u>Start with all required certifications/ Beginning of Probationary Period:</u>			
No experience	28,143	28,987	29,857
0-1 years experience	28,750	29,613	30,501
1-3 years experience	29,360	30,241	31,148
3-5 years experience	29,969	30,868	31,794
Over 5 years experience	30,577	31,494	32,439
<u>Comp. of Probationary Period</u>			
1 year after completion of Probationary Period	36,019	37,100	38,213
2 years after completion of Probationary Period	37,334	38,454	39,608
3 years after completion of Probationary Period	38,782	39,945	41,143

* Add the appropriate amount to start rate for completion of the following certifications: LALS - \$1,000; Fire Fighter I - \$500; Fire Fighter II - \$500.

ADDENDUM A - Continued

	<u>EFFECTIVE DATES</u>			
	<u>10-01-93</u>	<u>10-01-94</u>	<u>10-01-95</u>	<u>10-01-96</u>
<u>Fire Inspector</u>		40,453	41,667	42,917
<u>Engineer</u>		40,838	42,063	43,325
<u>Lieutenant:</u>				
Start		41,886	43,143	44,437
After one year		42,887	44,174	45,499
<u>Captain:</u>				
Start		44,006	45,326	46,686
After one year		45,009	46,359	47,750
<u>Fire Marshal</u>	48,223	49,670	51,160	52,695

NOTES

- 1.) The Engineers will be responsible for first echelon maintenance of Fire Department equipment.
- 2.) The normal workweek for the Fire Marshall shall consist of five (5) days of eight (8) consecutive hours per day, including one (1) hour paid lunch. The normal work day shall be from 8:00 a.m. until 4:00 p.m.
- 3.) A regular employee covered by the terms of this contract who is required to serve on jury duty shall, after providing evidence of such duty, receive his regular daily rate of pay while on such jury duty. Entitlement to such pay is, however, contingent upon payment of their jury duty compensation to the City Treasurer.
- 4.) A premium of five percent (5%) of salary shall be paid each State approved Emergency Medical Technician (EMT). Payment shall be made to a maximum of one (1) EMT per shift.

NOTES-continued

The City will grant paid release time to EMTs for State required continuing education credits. Paid time off hereunder shall not be granted if the needs of the department would be seriously impaired thereby.

The City will provide malpractice insurance for EMTs in the amount of \$100,000/\$300,000.

Upon the employee's request, there shall be equal rotation of EMTs on each shift, to work on squad.

A premium of ten percent (10%) percent of salary shall be paid each State approved Limited Advanced Life Support (LALS) Technician. Payment shall be made to a maximum of one (1) LALS per shift.

Certification Bonus: Payable July 1, 1991 and yearly thereafter, a yearly bonus is payable to those employee(s) who have maintained the following certifications. Bonuses shall be payment in the following yearly amounts:

Emergency Medical Technician (EMT) - \$ 500
Limited Advanced Life Support (LALS) - \$1,000

- 5.) Effective July 1, 1991 the Fire Marshal shall receive a bonus of one thousand dollars (\$1,000) on July 1 if he has a State Certification for Fire Inspector.
- 6.) Employees hired after January 13, 1988 and assigned as Fire Inspector shall receive one hundred dollars (\$100) per month for each month worked, or major fraction thereof, over his base rate; payable July 1 for the preceding twelve (12) month period.

ADDENDUM B

DATE: February 8, 1982
TO: Lee Ashley, Fire Department
FROM: Cam Caldwell, City Manager
SUBJECT: Fire Fighter Assignments

You have asked me to clarify in writing my position regarding fire fighters out of the station on days when there are 1.) major working fires, 2.) blizzard conditions, 3.) an unusual major storm, or 4.) other unusual conditions.

As I indicated to you I do not think that it is in the City's interest to be unreasonable in what we expect from the firemen in terms of out-of-station assignments. If firemen have worked at full capacity to extinguish a substantial working fire during the day it does not make a great deal of sense to require them to participate in an out-of-station assignment that may just as easily be completed at a later time and date. However, it would be equally inappropriate for them to cancel a public speaking engagement or similar public relations or community education activity where their failure to attend would have a detrimental effect on the City and the Fire Department. In cases where unusual weather conditions require firemen to respond to an unusually high number of runs during the day, it would also seem reasonable that their obligation to perform assigned duties outside the station be waived.

If firemen are working in strenuous assignments as indicated above, I would endorse having an officer in charge assigning the men to some in-station assignment such as planning a community activity, developing a creative public education program, brainstorming ideas for better fire or health related public education, or participating in a department training program, etc.

I believe that it is in the City's interest to develop a stockpile of in-station projects which can meet the intent of the "four hours out-of-station per man per shift" language included in the contract. I plan to participate actively with the Fire Department officers to generate such a list of projects. As soon as this list is developed I am confident that the new Fire Chief will share it with the Fire Department labor-management committee. Perhaps additional ideas can be generated from the men within the department to add to that list of possible in-station projects.

I hope that this memo adequately addresses the questions and concerns which you had regarding this matter. I would be glad to discuss this matter with you from time to time should questions arise.

CC/vlw

cc: Keith Nims, Jay Howard, Frank Felts, Glen Hershey

LETTER OF UNDERSTANDING
BETWEEN
CITY OF GARDEN CITY
and
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

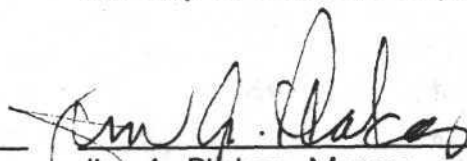
The City and the Union agree to discuss the possibility of a request to the pension board to provide for defined benefit and defined contribution qualification.

For International Association
of Fire Fighters (IAFF):

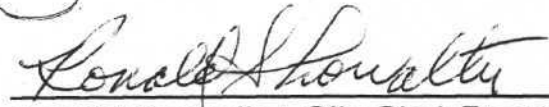




For City of Garden City:



Jim A. Plakas, Mayor



Ronald Showalter, City Clerk-Treasurer

Dated: September 27, 1993

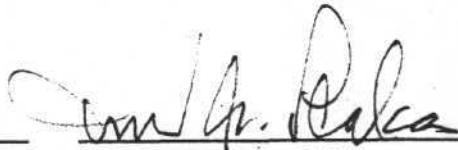
LETTER OF UNDERSTANDING
BETWEEN
CITY OF GARDEN CITY
and
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

The City and the Union will enter into negotiations to develop language on alcohol/substance abuse testing for probable cause.

For International Association
of Fire Fighters (IAFF):

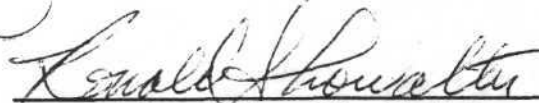
For City of Garden City:





Jim A. Plakas, Mayor





Ronald Showalter, City Clerk-Treasurer

Dated: September 27, 1993

