

1511

6/30/92

CONTRACT

BETWEEN

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 1577

and

THE CITY OF INKSTER

EFFECTIVE

July 1, 1989 through June 30, 1992

Inkster, City of

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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, the employees, and the Union.

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

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

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

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

I. RECOGNITION

- (a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Inkster does hereby recognize the International Association of Fire Fighters, Local 1577, AFL-CIO (hereinafter referred to as the Union), as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement and all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes of law.
- (b) The bargaining unit shall include all full-time firefighting personnel, fire fighters, engineers and lieutenants, and shall exclude probationary fire fighters, and any temporary provisional, seasonal, part-time, and all other employees in the unclassified service as defined in the City Ordinance and the City's Personnel Rules and Regulations.

II. REPRESENTATION - BARGAINING COMMITTEE

- (a) There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity on behalf of the Union.
- (b) The City shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs, or for legal Union activities.
- (c) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, or coercion.
- (d) The Association bargaining team for contract negotiations shall consist of three (3) Association members. Meetings for contract negotiations shall be, to the extent possible, scheduled in advance to minimize inconvenience to all parties. Meetings shall also be scheduled in such a manner as to insure that at least four (4) men per platoon shall be on duty at the fire station at all times. The Association shall have the right to have one (1) additional member attend negotiation meetings, but not as a negotiator, provided that the four (4) man platoon minimum requirement is maintained. The Association shall also have the right to be represented by legal counsel at meetings as an additional active negotiator.

III. JOINT RESPONSIBILITIES

- (a) NO STRIKE - NO LOCKOUT: Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the City for the continuance of renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (b) In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they shall be disciplined, and instruct all such persons to immediately cease the offending conduct.
- (c) The City shall have the right to discipline any employee who instigates, participates in, or gives leadership to any activity herein prohibited.
- (d) The City will not lockout employees during the term of this Agreement.
- (e) MUTUAL AID: No fire personnel shall be required to respond to any fire alarm or otherwise to another community under any mutual aid or like agreement between this municipality and such other community if it is established by the Inkster Fire Chief or his representative that such alarm or requested response is related to a labor dispute in such other community.
- (f) Union personnel may refer to Union-City Contract during breaks of working hours.

IV. MANAGEMENT RESPONSIBILITIES

- (a) It is recognized that the government and Management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized prominent among

IV. MANAGEMENT RESPONSIBILITIES (continued)

which, but by no means wholly inclusive, are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law.

- (b) It is further recognized that the responsibility of the Management of the City shall include the right to adopt, revise, and enforce working rules and to carry out costs and general improvement programs including the right to hire, suspend, and discharge for just cause, assign, promote, or transfer or determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure, and other express provisions of this Agreement as herein set forth.

V. UNION SECURITY - AGENCY SHOP

- (a) The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department. Employees who do not wish to join the Union need not do so providing they comply with paragraph (b).
- (b) The City shall deduct as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for payment of Union dues and assessment. Such sums, accompanied by a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made. Any employee who is not a Union member after the completion of thirty (30) days, shall as a condition of employment pay to the Union an amount equal to the Union's regular monthly dues as a service charge.

VI. UNION DUES AND INITIATION FEES

- (a) Payment by Authorization for Payroll Deduction - Eligible employees, whether members of the Union or otherwise, may tender the monthly membership dues by signing the "Authorization for Payroll Deduction" form. During the life of this Agreement and in accordance with the terms of the form of "Authorization of Payroll Deduction Dues" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.
- (b) Deductions - Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.
- (c) Delivery of Executed Authorization for Payroll Deduction Form - A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- (d) When Deductions Begin - Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the Employer.
- (e) Delivery of Additional Payroll Deduction Forms - The Union will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted.
- (f) Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the local Union.

VI. UNION DUES AND INITIATION FEES (continued)

- (g) Remittance of Dues of Financial Officer - Deduction for any calendar month shall be remitted to the designated financial officer of the local Union not later than 30 days after the deduction was made. The Employer shall furnish the designated financial officer of the local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues forms. If there is no deduction made and the Union has submitted a signed Authorization for Payroll Deduction of Dues form, the Employer shall include this information and reason for this with his list to the designated financial officer of the local Union.
- (h) Disputes Concerning Payroll Deduction - Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction of Dues form shall be reviewed with the local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure. Until the matter is disposed of, no further deduction shall be made.
- (i) Limit of Employer's Liability - The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Section of the Agreement.

VII. GRIEVANCE PROCEDURE

It is mutually agreed that informal resolution of grievances prior to institution of formal grievance procedures is beneficial and will always be encouraged and sought by the City and the Association. Nevertheless, to provide for prompt resolution of all differences between the parties to this agreement, the time requirements and limitations provided for herein must be followed even if informal resolution of grievances is being attempted.

VII. GRIEVANCE PROCEDURE (continued)

- (a) It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will 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, or on the basis of the Union's last demand, if Management fails to give its answer within the time limits.
- (b) A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees, or (c) between or among employees of the City of Inkster, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- (c) The Union is to designate one Union Steward per shift to represent all membership for grievance procedures and a Steward must be the person that transmits grievances to the Fire Chief. All grievances will be processed in the following manner and within the stated time limits: ("Calendar days" does not include Saturday, Sunday and holidays).

STEP 1 A grievance shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Union Steward, and be presented to the Fire Chief within five (5) calendar days of its occurrence, but not to exceed fifteen (15) calendar days from the occurrence that is the subject matter of the grievance, if the existence of the grievance was not known within the first five (5) days of its occurrence. The grievance shall be prepared in detail and be dated. The Fire Chief will reply to the grievance in writing within five (5) calendar days of the date of presentation of the written grievance.

VII. GRIEVANCE PROCEDURE (continued)

STEP 2 If the grievance is not settled in Step 1, the written grievance shall be presented to the Personnel Director by the Association within five (5) calendar days after the Fire Chief's response is given. The grievance shall be presented along with all pertinent correspondence to date. The Personnel Director will reply to the grievance in writing within ten (10) calendar days of the date of presentation of the written grievance. Step 2 of the grievance procedure shall not preclude a meeting between the parties.

STEP 3 If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to the Inkster Civil Service Commission or to the American Arbitration Association, but not to both. The Union shall notify the City in writing within ten (10) days after receipt of the Personnel Director's reply, under Step 2, of whether or not it intends to go to the Civil Service Commission for appeal or to the American Arbitration Association.

- (a) Arbitration - If the Association believes that the matter should be carried forward and chooses the arbitration method, it must, within ten (10) calendar days after the written decision of the Personnel Director, refer the matter to a binding arbitrator, under the American Arbitration Association. Said arbitrator shall be selected in the following manner:

The method of selection of arbitrators shall conform to the then current method utilized by the American Arbitration Association for selection of arbitration panels.

VII. GRIEVANCE PROCEDURE (continued)

The arbitrator shall fix a time and a place for a hearing upon reasonable notice to each party. After such hearing, the arbitrator shall promptly render a decision which shall be binding upon both parties but the arbitrator shall have no power to render a decision which adds to, subtracts from, or modifies this agreement; the decision shall be confined to the meaning of the contract provision that gives rise to the grievance dispute. The decision of the arbitrator shall be final and binding upon both parties and may not be appealed.

- (b) Civil Service Commission - If the grievance is not settled in STEP 2, and the aggrieved employee wishes to by-pass arbitration, he or she may appeal the matter to the Inkster Civil Service Commission. If the aggrieved employee wishes to appeal to the Inkster Civil Service Commission, he must through his Association and representative, notify the City in writing within ten (10) days after the decision of the Personnel Director as provided for in STEP 2 of that decision, and also notify the Inkster Civil Service Commission of his intent to appeal. After receipt of written notice of intent to appeal to the Civil Service Commission, a hearing before said Commission shall be held within a reasonable time and both the City and the aggrieved may present evidence, employ counsel (at their cost), and present any and all evidence insofar as practicable, within the rules of evidence. The Civil Service Commission, after said hearing, shall within a reasonable time period submit a written decision with regard to the dispute. If either the City or the Association feels aggrieved by the decision of the Inkster Civil Service Commission, said party may within thirty (30) days after said decision of the Commission, appeal the matter to the Wayne County Circuit Court. In the event that an appeal is taken to the Wayne County Circuit Court, the decision of said Court shall be final and binding, and no further appeal shall be permitted.

If the decision is submitted to an arbitrator as provided for in STEP 3(a) above, the cost of the arbitrator and the entire cost of arbitration shall be paid for by the party who loses in the arbitration award excluding attorney fees. In the event that the grievance procedure provided for in STEP 3(b) is utilized, each party shall bear his own cost at the Civil Service Commission hearing and also his own cost in appealing the matter to the Wayne County Circuit Court.

VIII. HOURS OF WORK

- (a) The hours of duty shall be so established by the Fire Chief that the average weekly hours of duty in any year, other than hours during which such members may be summoned and kept on duty because of a conflagration of major emergencies, shall not exceed fifty-three (53) hours.
- (b) The tour of duty for the day shift shall consist of eight (8) hours between the hours of 7:00 a.m. and 7:00 p.m. -- excluding eating periods.
- (c) The tour of duty for the 24-hour shift shall be 24 hours on duty and not less than 24 consecutive hours out of any 48 hour period off duty.
- (d) A 19 day work cycle shall be utilized so as to guarantee that employees will work an average of fifty-three (53) hours per week. Each member of the platoon that works seven (7) days in a particular 19 day cycle shall receive a scheduled paid day off in lieu of overtime, in that period, to conform with the fifty-three (53) hour week.
- (e) Employees shall be permitted to voluntarily trade work or leave days subject to departmental manpower requirements and the approval of the Fire Chief or his designated representative.
- (f) Firefighting personnel recalled to duty because of emergencies shall be compensated for the actual time worked but not less than two (2) hours. Such compensation shall be in accordance with Article IX, Overtime.

IX. OVERTIME

- (a) Overtime pay shall be paid for employees of the Firefighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or workweek (53 hours). Such overtime shall be paid at one and one-half ($1\frac{1}{2}$) the employee's prevailing hourly rate, which for the purpose of this Agreement shall be deemed to be the annual salary for such employee, divided by 2,756 hours.

IX. OVERTIME (continued)

- (b) Overtime pay shall be paid employees of the Fire Prevention Division for all work in excess of their regularly scheduled work day (8 hours) or workweek (40 hours). Such overtime shall be paid at one and one-half (1½) the employee's prevailing hourly rate, which, for the purposes of this Agreement shall be deemed to be the annual salary for such employees, divided by 2,088.
- (c) Overtime hours will be divided as equally as possible among employees in the same classification in the departments where practicable. A up-to-date list showing overtime hours will be posted weekly by the Chief in a prominent place in each department or buildings, as the case may be. Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours. In such cases they would be called on the basis of least hours of overtime in their classification.

X. PROBATIONARY EMPLOYEES

- (a) A new employee shall be a probationary employee without seniority until he has been employed and actively at work for a period of one year -- at the end of which period he shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his employment, except that seasonal, provisional, temporary and part-time employees shall not acquire seniority.
- (b) At any time during the probationary period, the Fire Chief with the approval of the City Manager, may remove or demote an employee whose performance does not meet the required work standards, but not for Union activity. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Manager decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards. The matter may then become a proper subject for a special conference.
- (c) During the probationary period of a promotional appointment, the probationary employee may, without prejudice, revert back to his former classification.
- (d) Any new probationary employee laid off or terminated at the discretion of the City will not have recourse to the grievance procedure.

X. PROBATIONARY EMPLOYEES (continued)

- (e) An employee laid off or terminated during his probationary period and rehired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with the total amount of calendar days worked as a probationary period for the purpose of determining his date of employment and position on the City-wide seniority lists. An employee rehired after ninety (90) days will be considered as a new employee and will begin a new probationary period.
- (f) Probationary periods may be extended by the Fire Chief -- with the approval of the City Manager -- but not to exceed an additional ninety (90) days. The extension of probationary periods shall be reduced to written form.
- (g) The City shall agree to attempt the retention of present department strength and to place all transitional employees working as fire fighters on permanent status with the Fire Department upon termination of Government funding.

XI. LAYOFF AND RECALL

- (a) Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.
- (b) Order of Layoff:
 - 1. No permanent or probationary employee shall be laid off from his position in any department or division while any seasonal, temporary or provisional employees are serving in the same position class in that department or division.
 - 2. Permanent and probationary employees shall have department-wide seniority, and if exercised in the event a layoff becomes necessary, shall replace the employee with the least seniority.
 - 3. Except as provided below, the layoff of probationary or permanent employees shall be in inverse order of seniority in the position classes affected.

XI. LAYOFF AND RECALL (continued)

- (c) Demotion in Lieu of Layoff: Except as provided below, an employee subject to layoff who so requests, shall, in lieu of layoff be demoted by seniority to a lower position in his City service. Demotion shall be through those classes in which the employee held permanent status or through positions in the same class series as the employee's position at the time of demotion; provided, that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.
- (d) Exceptions to Seniority: The City Manager may approve deviations from seniority in layoffs or demotions in lieu of layoff. In proper cases, exceptions may be made in order to maintain a satisfactory level of performance in the departments affected. A conference will be held between the City Manager and the Union to discuss those questions or disputes involved in the layoff procedure. If agreement cannot be reached as to the proper reassignment of the remaining personnel, then it shall be subject to the grievance procedure. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.
- (e) Notice of Layoff: Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.
- (f) Preferred Eligible Lists: 1. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within their department or division. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced. 2. Names shall remain on the lists for nine (9) months or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in their department or division, before any other persons are selected for employment or promotion in those classes.
- (g) Recall from Layoff:
 - 1. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

XI. LAYOFF AND RECALL (continued)

2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
 3. Permanent and probationary employees shall have City-wide seniority in their position classes.
- (h) Restoration to positions from which demoted: Employees to be restored to positions from which they have been demoted in lieu of layoff shall be given three (3) calendar days written notice in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

XII. SENIORITY

- (a) Definition: Seniority shall mean the status attained by length of continuous service with the City.
- (b) Accrual of Seniority: Seniority shall begin with the first date of entering the service of the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- (c) Loss of Seniority: Employees shall lose their seniority for the following reasons:
 1. Discharge if not reversed.
 2. Resignation -- An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
 3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
 4. Unexcused failure to return to work after expiration of a formal leave of absence.
 5. Retirement.

XII. SENIORITY (continued)

6. Layoff for a continuous period of nine (9) months or the length of the employee's seniority, whichever is greater.

The Employer shall send written notifications by registered mail to the employee at his last known address that he has lost his seniority, and his employment has been terminated.

- (d) Seniority Lists: The City shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position class and seniority date, and shall furnish a copy to the Union in July of each year.

XIII. PROMOTIONS

Promotions within the bargaining unit shall be made on the basis of employees meeting requirements as specified and described in the job classifications. All promotions shall be subject to both written and oral examinations. The written examination shall be weighed 70% and the oral examination shall be weighed 30% (total weight 100%) of the promotion process.

Job vacancies shall be posted for a period of nine (9) calendar days, setting forth the requirements for the position, in a conspicuous place in the City Hall and Fire Building. Employees interested shall apply within the nine (9) calendar day posting period.

XIV. PAYMENT OF BACK PAY CLAIMS

- (a) Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.
- (b) No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his regular wage or pay rate.

XV. DISCIPLINE AND DISCHARGE

(a) Disciplinary actions or measures shall include, but not be limited to, the following:

- oral reprimand
- written reprimand
- suspension and/or loss of leave time
(notice to be given in writing)
- discharge
- demotion
- criminal charges

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee and as stated in the adopted Personnel Rules of the City of Inkster, and as contained in this Agreement.

- (b) The present and future Personnel Rules of the Civil Service Commission and Departmental Rules and Regulations of the Fire Department and the City of Inkster, together with its present and future amendments, shall be applicable in all cases except as specifically modified or altered by this Agreement.
- (c) If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- (d) The employee, upon being confronted with a written reprimand, is required to acknowledge notice of said reprimand by his signature. The signature of the employee on a written reprimand is not to be construed as his agreement with the charges but is to be considered only that he had knowledge that such a reprimand is in existence.
- (e) The City shall not discharge any employee without just cause. If, in the case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and the Chairman of the Bargaining Committee will be notified in writing that the employee has been suspended and is subject to discharge.
- (f) The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure.

XVI. HOLIDAY PROVISIONS

- (a) Employees who normally work a forty (40) hour week shall be off with pay on the following holidays: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and the last four (4) hours of the employee's regular shift on Good Friday, December 24th, and December 31st, respectively - provided December 24th and December 31st are scheduled work days.
- (b) Other firefighting personnel shall receive 160 hours of additional compensation per year at their normal hourly rate of pay in lieu of holiday time off.

XVII. DISABILITY LEAVE

DUTY DISABILITY LEAVE

- (a) A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by Michigan Workers' Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first aid treatment as may be recommended or waive such first aid in writing.
- (c) Employees on duty disability cease to accrue benefits after fifty-two (52) weeks of disability. Hospitalization will continue.
- (d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability as follows:
 - (1) Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly net (take-home) earnings excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Workers' Compensation injury.

XVII. DISABILITY LEAVE (continued)

- (2) The foregoing supplement shall be by check, issued in the same manner as regular payroll, and separate from Workers' Compensation payments. The employee's seniority, life insurance and hospital/medical benefits in effect shall continue during the period. Such contributory benefits in effect (such as pension, FICA, and non-duty disability insurance) shall continue during the same period. Deductions authorized by the employee to which the City is the intermediate holder (credit union, dependent-student hospital/medical payments) shall also be continued.
- (3) After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, the sick leave days shall be converted to earnings calculated as normal weekly net earnings and the employee shall receive a payroll check (as in 1. above) for the difference between Workers' Compensation and their normal weekly net earnings to the extent of accrued sick leave only.
- (e) Any seasonal, temporary or part-time employee who sustains an illness or injury arising out of, and in the course of his employment shall receive only such benefits as he may be entitled to under the provisions of the Workers' Compensation Act. Benefits provided for in this section apply only to seniority and probationary employees.

XVIII. EMERGENCY AND FUNERAL LEAVE

- (a) In the case of serious illness in his immediate family, a regular employee may be granted an emergency leave of absence with pay for a period not to exceed four (4) consecutive calendar days, upon the recommendation of the immediate supervisor and the approval of the City Manager.
- (b) "Immediate family" for the purposes of emergency leave is defined as wife, husband, child, brother, sister, parent and parent-in-law.
- (c) Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency leave may be granted as an advance in sick leave accumulation upon the approval of the City Manager.

XVIII. EMERGENCY AND FUNERAL LEAVE (continued)

- (d) In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed four (4) consecutive calendar days in the case of a death in the immediate family, upon the recommendation of the immediate supervisor and approval of the City Manager.
- (e) The four (4) calendar days shall commence with the date of death. If the employee is scheduled to work during that four (4) day period, the employee shall receive those days off with pay. If the employee is not scheduled to work during the four (4) day period, the employee shall receive no pay.
- (f) If the day of burial is beyond the four (4) day period, the employee may use personal leave days, vacation days or sick days to attend the burial.
- (g) If the funeral is 200 miles or more away from the City of Inkster, the employee shall be allowed an additional two (2) calendar days for travel to and from funeral site.
- (h) "Immediate family" for the purposes of funeral leave is defined as wife, husband, child, brother, sister, parent and parent-in-law and grandparents. Funeral leave for immediate family is not chargeable to sick leave credits.
- (i) Should a death of his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of funeral.
- (j) If a death occurs to an employee's sister-in-law or brother-in-law, the employee may be granted four (4) consecutive calendar days leave with pay which shall be charged to his accumulated sick leave. If death occurs to other relatives not stated above, and the funeral is local, within 100 miles of the City of Inkster, 8 hours leave with pay, not charged to sick leave may be granted. If funeral is non-local, one day leave with pay may be granted, which shall be charged to accumulated sick leave.
- (k) Employees who wish to attend the funeral or serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.
- (l) Additional leave may be granted in special cases subject to the approval of the City Manager.

XVIII. EMERGENCY AND FUNERAL LEAVE (continued)

- (m) Funeral leaves will depend upon the circumstances in each case, but generally will begin with the date of death and end with the day of the funeral.

XIX. JURY LEAVE

Any regular employee shall be granted leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay. An employee shall not be required to work on any days that he is serving on a jury.

XX. MILITARY LEAVE

As is previously provided in this Agreement, the City agrees to abide by the re-employment rights as provided in the Selective Service Act as it now is in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve Organization will be granted a leave of absence without pay if called to active duty.

XXI. LEAVE OF ABSENCE WITHOUT PAY

- (a) The Fire Chief may grant leaves of absence without pay to regular employees for periods of up to ten (10) consecutive calendar days. Leaves in excess of ten (10) calendar days must be approved by the City Manager.
- (b) A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.
- (c) Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the City Manager may make exceptions in emergency situations.
- (d) No benefits except seniority shall accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) consecutive calendar days the employee may continue such benefits as hospitalization, life insurance, etc., at his own expense.

XXI. LEAVE OF ABSENCE - WITHOUT PAY (continued)

- (e) An employee on leave without pay or on long term disability shall notify the City in writing at least every thirty (30) days of his whereabouts while on such leave of absence. However, an employee shall not be disciplined for leaving the State of Michigan while on leave without pay or long term disability.

XXII. EDUCATIONAL LEAVE

- (a) The City Manager may authorize educational leave with or without pay for regular employees when determined to be in the best interest of the City. In such cases where educational leave is granted with pay the employee shall be required, upon mutual agreement, to return to the City employment for a specified period of time after completion of the educational leave.
- (b) Abilities acquired as a result of educational leave which may qualify the employee for a higher classification will be considered for such higher classification as soon as such higher classification becomes available. The employee so qualified must request a change in classification as soon as is possible after the higher classification becomes opened.
- (c) The City shall reimburse a department employee for all tuition costs relative to college level classes that are job related or lead to a degree in fire science, provided that there is prior approval of the course by the City Manager, and further provided that the course is satisfactorily completed with a passing grade of at least a "C" or its equivalent. The reimbursement shall be administered through the City Treasurer's Office and not through the Fire Department budgeting procedures.
- (d) Each firefighter, upon satisfactory completion of a bachelor's degree in the field of fire science, or an equivalent subject area, as approved by the City Manager, shall receive an annual salary increment of \$400.00. Increments shall be paid in one lump sum in June of the fiscal year following presentation by the employee of satisfactory evidence or transcripts to the Personnel Director and upon authorization by the City Manager.

XXIII. SICK LEAVE

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

- (a) 1. For firefighting personnel hired before July 1, 1990 with a normal workweek in excess of forty (40) hours, the amount of sick leave credit shall not exceed eighteen (18) hours per month or nine (9) days per year for each employee. The accumulation of sick leave credit shall not exceed ninety-three (93) days for any employee. All days in excess of ninety-three (93) days are to be bought out by the City at a rate of forty (40%) percent of their current June 30th wage rate payable the first payroll in September. No payout for any one employee will exceed twenty-five hundred (\$2,500.00) dollars in one year.
2. For firefighting personnel, hired July 1, 1990 and after, the amount of sick leave credit shall not exceed twelve (12) hours per month or six (6) days per year for each employee. The accumulation of sick leave credit shall not exceed sixty-five (65) days for any employee. All days in excess of sixty-five (65) days are to be bought out by the City as above (a) 1 with a maximum payout at retirement of 30 days.
- (b) For Fire Department personnel with a normal workweek of forty (40) hours, the amount of sick leave credit shall not exceed one and one-half (1½) days per month nor eighteen (18) days per year for each employee. The accumulation of sick leave credit shall not exceed two hundred (200) days for any employee.
- (c) An employee who, through promotion, reclassification, or reassignment, is assigned a change in his normal work schedule, from 53 hours to 40 hours or from 40 hours to 53 hours, shall have sick leave benefits accrued and computed in the following manner: Every 24-hour sick day shall equal three (3) 8-hour sick days and vice-versa.
- (d) Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

XXIII. SICK LEAVE (continued)

- (e) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the workweek occur, accumulated sick leave shall be credited on the basis of the new work schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work schedule.
- (f) A certification of illness or injury from a physician of the City Manager's choosing may be required by the City Manager as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.
- (g) Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willfull misconduct, or any illness or injury incurred while self-employed or employed by other than the City.
- (h) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty within one hour before starting time of his particular shift on the first day of his absence, and each scheduled work day thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without official leave.
- (i) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefor to the extent of vacation leave accrued to which employee is entitled as of such date.
- (j) When an employe receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three years or his seniority, whichever is less.

If, at the end of that time, employee is still unable to return to work, his employment shall be terminated. Employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement to that effect subject to City physical examination and approval, and provided further, that a position is available in accordance with his seniority.

XXIII. SICK LEAVE (continued)

- (k) Upon retirement of an employee, or upon death, the employee's estate, shall receive cash payment at his current hourly regular rate of pay, excluding premium rates, for 100% of his accumulated sick time -- but not to exceed ninety-three (93) days of payment for employees hired before July 1, 1990 and not to exceed thirty (30) days of payment for employees hired July 1, 1990 and after. No payment is to be made for unused sick leave upon separation from City employment except retirement or death.
- (l) Firefighters who use not more than three (3) days sick leave and/or leave without pay per fiscal year shall be given one (1) work day additional leave with pay. Such "bonus" day may be used to extend vacations or for personal leave.

XXIV. VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

- (a) During the first four (4) years of employment all seniority and probationary employees shall receive vacation at the rate of eight (8) regularly scheduled work days, beginning with a scheduled work day, per year. New probationary employees, however, may not be permitted vacation leave until they have completed six (6) months of probationary period. After four (4) years of seniority, an employee will receive nine (9) regularly scheduled work days vacation per year. After seven (7) years of seniority, an employee will receive twelve (12) regularly scheduled work days vacation per year. After fourteen (14) years of seniority, an employee will receive thirteen (13) regularly scheduled work days vacation per year.
 - 1 - 4 years seniority ----- 8 working days
 - 5 - 7 years seniority ----- 9 working days
 - 8 - 14 years seniority -----12 working days
 - 15 and over years seniority----13 working days
- (b) An employee, who through promotion, reclassification, or reassignment, is assigned a change in his normal workweek schedule, from 53 hours to 40 hours, or from 40 hours to 53 hours, shall have vacation benefits accrued and computed in the following manner: every 24-hour vacation day shall equal three (3) 8-hour vacation days, and vice-versa.

XXIV. VACATION LEAVE (continued)

- (c) No seasonal, temporary or part-time employee is eligible for vacation leave.
- (d) Employees shall receive credit for a month worked for every month in which they work or receive compensation for 2/3 of the scheduled work days.

Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.

- (e) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.
 - 1. On April 1 of each year, the employee shall be credited with vacation credits that have been earned up to that time plus advance vacation credits to the end of the current fiscal year (June 30).
- (f) Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued; unless carried over with the written consent of the City Manager.
- (g) Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference; in some areas employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to department-wide seniority to select available vacation periods for their allowable vacations. Available vacations shall be posted prior to April 1 of each vacation year. After selections are approved, they shall be final except for emergencies.
- (h) Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one week. Vacation leave may not be allowed at any time in advance of earned time.

XXIV. VACATION LEAVE (continued)

- (i) Employees shall be entitled to vacation pay in any of the following instances:
 - 1. Any regular employee, who gives proper notice (five working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
 - 2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.
 - 3. Any employee who has served six months, but less than one year with the City, and enters Military Service shall be allowed vacation time at the rate of twelve (12) hours per month, with a maximum not to exceed five (5) days, paid to him at the time he leaves the City to enter Military Service.
 - 4. By mutual agreement between the City Manager and the employee, the employee may be paid for a portion of his vacation credits; such agreement shall be reduced to writing.

- (j) Employees shall not be entitled to accrued vacation pay if any of the following applies:
 - 1. If an employee separates himself from the City by reason of absence without leave.
 - 2. If an employee fails to give at least five (5) working days notice in advance of termination date.
 - 3. If a probationary employee leaves the employ of the City before completing his probationary period.

XXV. PERSONAL LEAVE

Fire Department employees shall be entitled to personal leave at the employee's request. Employees may split personal time with approval of the Chief or his designated agent. Personal time shall be allowed at the discretion of the Chief or his designated agent. In no event will personal leave time be authorized on holidays. Personal leave time shall require twelve (12) hours notice except that such notice may be waived in the event of an emergency. Personal leave time shall not be used to extend vacations. During the time of this Agreement, forty-eight (48) hours of personal leave time is authorized. In no event shall an employee take less than four (4) hours personal leave except by permission of the Fire Chief or his designated representative. The personal leave granted must be for specific blocks of time in four (4) hour increments and approved by the Chief or his designated agent as to total length of time in hours.

XXVI. HOSPITALIZATION INSURANCE

- (a) The City will provide hospitalization insurance for the employee and his family.
- (b) The City shall provide coverage equal to or better than that described as the MVF-1 Comprehensive Hospital and Preferred Group Benefit Plan with Master Medical Supplemental Benefit, Prescription Drug Group Benefit, Family Continuation Rider and Dependent Rider.
- (c) Coverage of the employee's family shall include the employee, spouse and children under age 18.
- (d) Employees shall be eligible for such coverage after thirty (30) days employment with the City.
- (e) For employees who retire during the term of this contract, the City shall pay one-half of the hospitalization insurance costs if the employee chooses to pay the remaining fifty percent of the premium. However, employees who retire after 2-13-84 shall be granted a freeze on the dollar amount of his/her portion of health insurance premiums as of the date of retirement, and any increase in said premiums which may be imposed after retirement shall be borne by the City. Upon reaching the age of eligibility for medicare, the employee will no longer be eligible for City hospitalization insurance.

XXVII. LIFE INSURANCE

- (a) The City shall contribute the full cost of providing term life insurance to all employees valued to the closest thousand dollars of the employee's base salary redeemable upon the death of said employee.
- (b) This insurance shall include coverage for dismemberment and double indemnity for the event of accidental death.
- (c) The City shall provide a \$3,000 term life insurance policy for employees who retire during the term of this contract.

XXVIII. UNION BUSINESS

- (a) Regular employees elected to any Union Office may at the discretion of the City and upon written request of the Union, be granted leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union AND WITH THE APPROVAL OF THE CITY MANAGER. Leaves granted for Union officers shall be without pay and written request from the Union for such leave must be submitted to the City Manager at least thirty (30) days prior to the starting date of said requested leave of absence. Two representatives of the Union, elected as Local Union delegates to conventions shall be granted five calendar days a year with pay. Also, two Union representatives may be granted three calendar days a year with pay to attend Union functions within a two-hundred mile radius from the City of Inkster, provided no two Union representatives are from the same working unit.
- (b) Regular employees who are members of the Union, selected by the Union to participate in any other authorized Union activity, may be granted a leave of absence without pay at the request of the Union and with the approval of the City. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time by the City Manager upon written request of the Union.
- (c) Positions opened by such leaves of absence may be filled by temporary employees or by employees within the unit as is determined in the best interest of the City by the City Manager. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and he will return to his original position upon return of the employee on such leave of absence for Union business.

XXVIII. UNION BUSINESS (continued)

- (d) Failure of an employee to report for duty immediately upon expiration of the leave of absence will be assumed that such employee has voluntarily resigned.
- (e) The leaves as provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City. Seniority shall accrue during any leaves provided by this section.
- (f) Any leave request, if determined to be detrimental to the best interests of the City, may be denied by the City Manager; and if denied, shall be subject to a special conference.

XXIX. SPECIAL CONFERENCES

- (a) Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to re-negotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.
- (b) The Union representative may meet at a place designated by management, on management's property, for a period not to exceed one-half hour immediately preceding a meeting for which a written request has been made.
- (c) Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.
- (d) With regard to fire fighters' duties, the City shall permit the Association by its President to discuss the duties and work requirements at a special conference with the City Manager at a mutually convenient time that is scheduled in advance, provided that the Association President meet first with the Fire Chief in an attempt to resolve any differences of opinion or misunderstanding.

XXIX. SPECIAL CONFERENCES (continued)

- (e) It is understood by the Association that they do not have the right or power to veto the work duties by virtue of this special conference. It is understood that the special conferences, provided for herein, are only for the purpose of allowing the Association to provide information to the City, to make its feelings known and to provide a forum for this exchange of feelings and thought. However, the Association may not veto or change duties or work responsibilities.

XXX. BULLETIN BOARDS

The City agrees to furnish a bulletin board for the use of the Union in a non-public area of related public buildings mutually agreed upon by the Union and the City Manager. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used only for notices of Union meetings, employee benefits, Union elections and results, International or Michigan State correspondence, and social functions in connection with the Local Union. However, no notice political in nature or context shall be posted. Any other notices the Union desires to post must be approved by the City prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other location other than as designated.

XXXI. EQUIPMENT ALLOWANCE

- (a) Each permanent employee, including probationary employees shall be provided with an annual equipment allowance of \$750.00. This allowance is to be paid in full in October of each fiscal year. However, if an employee terminates his employment during the fiscal year, he shall return his pro-rata share of his equipment allowance.
- (b) New employees entering into the service of the Fire Department during the fiscal year shall receive an equipment allowance pro-rata over the amount of time left in the fiscal year in which they entered the department.
- (c) Employees shall not be paid an equipment allowance for any period of duty disability or other absence from work which exceeds twelve (12) months duration.

XXXII. JOB CLASSIFICATION AND PAY PLAN

(a) Employees covered by this contract are assigned to classification titles and pay grades.

1. Job Classifications: The existing classification titles are as follows:

- (A) Firefighter
- (B) Engineer
- (C) Lieutenant

2. Pay Grades: The annual grades for the classification titles set forth above and for the duration of this Agreement are as follows:

EFFECTIVE JULY 1, 1989

	<u>Step 1</u> <u>Start</u>	<u>Step 2</u> <u>Six Months</u>	<u>Step 3</u> <u>One Year</u>	<u>Step 4</u> <u>Two Years</u>
(A) Firefighters	\$26,454	\$27,237	\$31,036	\$31,707
(B) Engineers				33,292
(C) Lieutenants				36,319

EFFECTIVE JULY 1, 1990

(A) Firefighters	\$27,248	\$28,054	\$31,967	\$32,658
(B) Engineers				34,291
(C) Lieutenants				37,409

EFFECTIVE JULY 1, 1991

(A) Firefighters	28,065	\$28,896	\$32,926	\$33,638
(B) Engineers				35,320
(C) Lieutenants				38,531

Engineers salary shall be 5% more than top paid Firefighter.

XXXII. JOB CLASSIFICATION AND PAY PLAN (continued)

New employees would enter at the pay grade assigned to their classification at Step 1, and will advance to Step 2 after completion of six months service.

After completion of an additional six months of service, the new employee will advance to Step 3.

After completion of additional twelve months of service, the employee will advance to Step 4.

An employee promoted from one classification to another which holds a higher pay grade will advance to that step of the new pay grade which is immediately higher than his present salary and will advance in annual steps throughout the pay grade.

- (b) The City has the exclusive right to reasonably establish, reclassify, change, combine, or discontinue job classifications, prescribe and assign job duties, content, and classifications, and to establish wage rates for any new or changed classifications. Whenever new classifications are created, wage rates will be negotiated at a special conference with the Union -- if requested by the Union. Reclassifications shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions. The Union may challenge the accuracy of any reclassifications or modification of existing job classifications through the grievance procedure. The procedures to be followed in maintaining, modifying and amending the classification plan are as prescribed in the Civil Service Personnel Rules of the City of Inkster -- specifically Rule VII. An employee occupying a position which has been reallocated should continue in the position only if he possesses the qualifications of training and experience required for the position. Whenever any proposed reallocation or reclassification actually represents an assignment to a new or different position, the rules governing appointment, promotion, transfer or demotion should apply.
- (c) The City has the right to establish a bi-weekly payroll system.
- (d) The ranks of Engineer and Lieutenant are permanent classifications.

XXXII. JOB CLASSIFICATION AND PAY PLAN (continued)

- (e) Engineer - The rank of Engineer shall be open for competitive Civil Service promotional examination to all firefighters in the City of Inkster with a minimum of three (3) years continuous service as a firefighter (pipeman) in the City of Inkster, up to and including the date of the written test.

Lieutenant - The rank of Lieutenant shall be open for competitive Civil Service promotional examination to all engineers in the City of Inkster with a minimum of three (3) years continuous service as an engineer in the City of Inkster, up to and including the date of the written test.

- (f) The parties hereto agree that the cot watch system will be used to monitor the station and phones.
3. Effective July, 1986, EMT premium pay in the amount of Twenty-Five (\$25.00) Dollars per day shall be divided among Emergency Medical Technicians assigned to the rescue unit. EMT premium pay shall be paid quarterly, payments to be made in the first pay period after the end of each calendar quarter.

XXXIII. PAY CHANGES

- (a) Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.
- (b) Definitions for purposes of this article:
1. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
 2. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
 3. Transfer shall mean a change in employment to another position to any class which has the same maximum salary and similar duties and qualifications.

XXXIII. PAY CHANGES (continued)

4. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
5. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.
6. Service Out of Job Classification - Whenever an employee covered by this agreement temporarily performs the duties of a job classification higher than his permanent job classification, under orders from or for the convenience of the City, such employee shall be compensated in the amount specified for that particular job classification, on an hourly basis for all hours worked in the higher classification. The City agrees not to shift employees out of the higher job classification for the sole purpose of avoiding payment at the higher rate for service in the higher job classification.

(c) Anniversary dates for pay change purposes:

1. Original Employment and Re-employment: The date one year after the beginning of the probationary period and the corresponding date each year thereafter.
2. Promotion: The date one year after the beginning of the probation period and the corresponding date each year thereafter.
3. Transfer: The anniversary date remains unchanged.
4. Demotion: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.
5. Reclassification: The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

XXXIII. PAY CHANGES (continued)

6. Postponement of Anniversary Date: Layoff, formal leave-of-absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date and shall be credited when employees return to the payroll.

(d) Compensation Determinations:

1. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at higher salary step.
2. End of Probation: The employee's salary shall automatically increase to the next higher step six (6) months after the beginning of his probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in his range, the increase is not automatic.
3. Anniversary Date:
 - a. Prior to the occurrence of each anniversary date, every employee who has not already obtained his highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisors.
 - b. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his position.
 - c. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his position.

XXXIII. PAY CHANGES (continued)

4. Promotion or Upward Reclassification:
Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.
5. Transfers: An employee who is transferred shall initially be paid at the same salary step he was on immediately before such transfer.
6. Demotion and Downward Reclassification:
An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position, unless the City Manager shall determine that it be in the best interests of management to assign a higher authorized salary step or unless he previously held a higher step in the lower class, in which case he shall be paid at the higher salary step.

(e) Effective date of changes in compensations:

All changes in compensation shall be effective at the beginning of the first payroll period following the change.

XXXIV. COURT TIME

- (a) Firefighters appearing in District Court on duty-related matters during their off duty hours shall receive two (2) hours extra pay at straight time or straight time for actual time spent whichever is greater.
- (b) Firefighters appearing in the Circuit Court on duty-related matters during their off duty hours shall receive four (4) hours extra pay at straight time or straight time for actual time spent whichever is greater.

XXXIV. COURT TIME (continued)

- (c) All witness fees due to firefighters shall be returned to the City of Inkster. It shall be the responsibility of each firefighter to collect and remit to the City all such witness fees due.

XXXV. NEW TRAINING AND EDUCATION

- (a) Fire Department personnel shall be paid for hours required for attendance at training schools or conferences while off duty at their straight time hourly rate, provided management has the right to select hours and days of attendance.
- (b) Firefighters are required to be EMT certified within two (2) years after starting date and for those currently employed who are not certified, two (2) years from October 1, 1982; except Lieutenants are not required to be EMT certified.

XXXVI. WORKING CONDITIONS

- (a) There shall be no washing of other than Fire Department cars on the premises of the Fire Station.
- (b) There shall be no other than light maintenance performed on Fire Department equipment on premises by members of Local 1577. Heavy maintenance shall be defined as replacement or overhaul of any portion of the drive line, brakes, pumps or tanks of all Fire Department equipment. Any building improvements that require a permit from the Building Department shall not be required of members of Local 1577.

XXXVII. MINIMUM MANPOWER AND BARGAINING UNIT EROSION

For purposes of definition, all personnel utilized by the City to augment the Fire Department professional Firefighters shall be referred to as Auxiliary.

- A) 1. There shall be at all times a minimum of four (4) professional firefighters on duty, to protect the health and safety of the employees in the Fire Department, and to provide the minimum manpower essential to properly operate the equipment and fight fires effectively to protect the life and property of our citizens.
2. Each platoon shall consist of the presently scheduled manpower, six (6) professional firefighters on each of the three (3) platoons; the Fire Marshall shall not be assigned to duty on a platoon to fulfill the provisions of this clause.
3. The City and Union shall cooperate fully in matters of safety, health and sanitation affecting employees. In the event manpower shall for any reason fall below the minimum strength provided in this section, such shortage shall be filled by overtime work.
4. The guarantee of four (4) professional firefighters on duty will provide a two man rescue team at all times.
5. If the Central Dispatch System is discontinued, the provisions of Paragraphs 1 and 2 above will immediately be modified to require a minimum of five (5) professional firefighters on duty, and a minimum of seven (7) professional firefighters on each of the three platoons.
- B. In addition to (A) above, during all such times as the City is utilizing any auxiliary firefighters, the following requirements shall apply:
- 1) All auxiliary firefighters must be residents of the City of Inkster. Current auxiliary Firefighters presently living outside the City of Inkster will be exempt.
- 2) Auxiliary firefighters may be assigned to work at the station only if the requirements of (a) or (b), and (c) below are met:

XXXVII. MINIMUM MANPOWER AND BARGAINING UNIT EROSION (continued)

- a) There are at least four (4) professional firefighters on duty, and the auxiliary firefighters are assigned to work at the station only between the hours of 8:00 a.m. and 8:00 p.m.; or
 - b) In the event that on-duty manpower falls below four (4) professional firefighters on duty, and if all off-duty professional firefighters are contacted and decline to work the overtime, or cannot be reached after all good faith efforts to contact them have been made, the City may assign auxiliary firefighters to work at the station on a two to one (2:1) ratio basis (i.e., two (2) auxiliary firefighters for each professional firefighter requiring replacement). Such utilization of auxiliary firefighters shall not preclude the calling in of professional Firefighters to work overtime when they become available and
 - c) Even where the requirements of (a) or (b) above are met, only those auxiliary firefighters having both Fire Fighter II certification and current EMT licensure may be utilized to work at the station, and in no circumstances whatsoever shall the total number of auxiliary firefighters assigned to the station exceed one-half the number of professional firefighters on-duty at the station. Furthermore, auxiliary firefighters working at the station shall not be counted for purposes of call-out response rates and times pursuant to sub-section (3) below.
- 3) The City may utilize auxiliary firefighters for any manner or purpose whatsoever only so long as the City maintains a minimum of six (6) professional firefighters on each of the three platoons, for a total of eighteen (18) professional firefighters (not including the Fire Marshall).

XXXVII. MINIMUM MANPOWER AND BARGAINING UNIT EROSION (continued)

However, commencing July 1, 1992, the following exceptions to the foregoing may apply if the applicable requirements are met:

- a) If through normal attrition (i.e., voluntary separation or retirement) the overall complement is reduced from eighteen (18) to seventeen (17) professional firefighters, the City may decline to fill the vacancy if and only if, during the previous six months, there has been a call-out response of at least three (3) auxiliary firefighters responding to the scene from the station within five (5) minutes of the initial call-out for 75% or more of the total call-outs during that six month period. If this requirement is not met, then the City must forthwith permanently fill the vacancy.

If this requirement is met, then the City may decline to fill the vacancy. However, the call-out response will continue to be re-evaluated every six months thereafter, and if the above-stated call-out response has not been met during any previous six month period, then the City must forthwith permanently fill the vacancy.

- b) If through normal attrition (i.e., voluntary separation or retirement) the overall complement is reduced to sixteen (16) professional firefighters, the City may decline to fill the vacancies if and only if, during the previous six months, there has been a call-out response of at least six (6) auxiliary firefighters responding to the scene from the station within five (5) minutes of the initial call-out for 75% or more of the total call-outs during that six month period. If this requirement is not met, then the City must forthwith permanently fill the vacancies.

If this requirement is met, then the City may decline to fill the two vacancies. However, the call-out response will continue to be re-evaluated every six months thereafter, and if the above-stated call-out response has not been met during any previous six month period, then the City must forthwith permanently fill the vacancies.

XXXVII. MINIMUM MANPOWER AND BARGAINING UNIT EROSION (continued)

- c) If through normal attrition (i.e., voluntary separation or retirement) the overall complement is reduced to fifteen professional firefighters, the City may decline to fill the vacancies if and only if, during the previous six months, there has been a call-out response of at least nine (9) auxiliary firefighters responding to the scene from the station within five (5) minutes of the initial call-out for 75% or more of the total call-outs during that six month period. If this requirement is not met, then the city must forthwith permanently fill the vacancies.

If this requirement is met, then the City may decline to fill the three vacancies. However, the call-out response will continue to be re-evaluated ever six months thereafter, and if the above-stated call-out response has not been met during any previous six month period, then the City must forthwith permanently fill the vacancies, based upon the previous stated schedule as indicated in a, b and c.

- d) For purposes of applying the above provisions, the parties shall review department records and any other evidence in order mutually to determine what the response rates and response times for the auxiliary firefighters have been during the six month period under review.
- 4) In no event whatsoever shall the City utilize auxiliary firefighters for any manner or purpose if there are less than fifteen (15) professional firefighters, or five (5) professional firefighters on each of the three platoons (not including the Fire Marshall).
- 5) The auxiliary firefighters shall be subordinate to all professional firefighters, and shall, both at the station and the scene, work under the direction of the professional firefighters in command. The auxiliary firefighters shall be provided with uniforms and turnout gear bearing conspicuous insignia identifying them as "auxiliary" firefighters.
- 6) The auxiliary firefighters shall be called out on all structural alarms; off-duty professional firefighters may also be called out in the discretion of the officer in charge.

XXXVII. MINIMUM MANPOWER AND BARGAINING UNIT EROSION (continued)

- 7) If at any time the City terminates its utilization of auxiliary firefighters, the city shall immediately restore manpower to a minimum of eighteen (18) professional firefighters, with six (6) professional firefighters on each of the three platoons (not including the Fire Marshall).
- C. In order to meet the requirements of the above agreement, the City agrees to maintain a current firefighter eligibility list.
- D. Any and all disputes arising under this Article shall be subject without limitation to the grievance arbitration procedure.

XXXVIII. WORK RULES

- (a) The City agrees to update and revise the work rules and regulations as quickly as practicable. In updating and revising the work rules and regulations, the City agrees to meet with the Association officers for the purpose of exchanging ideas and suggestions. Nevertheless, the Association agrees that it shall not have the right to veto any work rules and regulations, and the Association further recognizes the City's right to promulgate work rules and regulations. The City, on the other hand, respects the Association's views and ideas and agrees that it is mutually beneficial to discuss rules and regulations prior to their implementation.
- (b) The City agrees that prior to the institution of any regular day-to-day duties that are similar to and in addition to, the sale of lottery tickets, garbage bags, dog licenses, and bicycle licenses, the City will inform the Association of the new duties prior to the requirement that said task be performed. If the Association wishes to discuss the new duty with the City, the procedure set forth in Section XXIX under SPECIAL CONFERENCES shall apply.

XXXIX. PAY CHECKS

Pay checks shall be made available on Thursday afternoon, after 6:00 p.m.

XXXX. APPARATUS MAINTENANCE

Fire Department apparatus returning to the station between 10:00 p.m. and 8:00 a.m. of the following day between May 1st and September 15th of each year shall not be required to be washed until after 8:00 a.m. Between September 16th and April 30th of each year, such apparatus shall not be required to be washed between 8:00 p.m. and 8:00 a.m. of the following day.

XXXXI. RESIDENCY

All persons covered by the terms of this Agreement must, as a condition of continued employment, live and maintain residency within Wayne county, Michigan; except that to the east of the City of Inkster, I-75 from where it intersects Fort Street north to 8 Mile Road shall be the eastern boundary. Effective October 1, 1982, new employees shall be required to live within the corporate limits of the City of Inkster.

XXXXII. SAFETY EQUIPMENT

Fire Department personnel shall be issued personal safety equipment as needed. Such equipment shall include helmet and shield, turn out coat and liner, turn out boots with protective insole, Edmont winter fire ball gloves. In addition, if any new item of safety equipment of a personal nature shall be made available to any Association member by the City, such items shall be made available to all Association members. The City shall stock reasonable quantities of those items not governed by specific sizes and at the Chief's discretion to replace damaged equipment immediately.

XXXXIII. HEALTH AND SAFETY COMMITTEE

A health and safety committee shall be established and shall consist of two (2) association stewards and two (2) management delegates. The management delegates shall be the Chief and one other person designated by the Chief, or two (2) persons designated by the Chief. Health and Safety meetings may be held as provided for in this chapter under provisions for special conferences. All discussion, recommendations, and findings, if any, which are made as a result of such meetings, shall be merely advisory, and the City does not require to follow or abide by such findings or recommendations.

XXXXIV. TELEPHONES

The City shall provide extensions to the emergency fire telephone, which shall be located in the apparatus room and day room. Such extension shall be of the non-dial variety and shall be equipped with speak attachments. Such extensions shall be installed as soon as possible. The City shall also provide an outside fire alarm system.

XXXXV. STORE PRIVILEGES

The City shall allow fire department personnel store privileges once each 24-hour period. Such privileges shall be for the purpose of purchasing necessities for those employees who due to their schedule are unable to leave the fire department premises. Such privileges shall be at the discretion of the shift commander.

XXXXVI. OPTICAL AND DENTAL PLAN

Effective on January 1, 1989, the City agrees to pay a maximum of \$125.00 per year on behalf of each employee who elects in writing to participate in a City sponsored group dental program. The selection of the dental carrier shall be the sole responsibility of the City. It is understood that the employee shall pay the difference between the \$125.00 per year and the cost of the group dental program.

XXXXVII. BEDDING

The City agrees to clean blankets twice yearly.

XXXXVIII. WINDOW WASHING

Firemen shall not be required to wash building windows when outside temperatures fall below freezing.

XXXXIX. INCOME PROTECTION DISABILITY

For disabling injuries or illness not duty related and for duty-related injuries beyond the fifty-two (52) weeks mentioned in Section XVII, the City will make available an Income Protection Disability Insurance Program encompassing the following principles:

- (a) Eligible - Full time permanent salaried employees not yet age 65. New employees covered on the first of the month following employment. All qualified employees must participate.
- (b) Monthly benefits begin after 90 consecutive days of disability and will be sixty (60%) percent of salary up to \$1,000 benefit per month, exclusive of overtime or other pay additives.
- (c) Monthly benefits for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in firefighting duties due to sickness or accidental bodily injury. If employee is certified by a qualified physician as being unable to engage in any gainful occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid.
- (d) Employee to pay fifty (50%) percent of premium costs. Deducted from paycheck.
- (e) Employee's premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers' compensation and other government and employer sponsored benefits -- Police and Fire personnel not covered by social security.
- (f) No evidence of insurability required.
- (g) Maximum Duration -- Sickness and accident to age 65.

L. PENSION CHANGES

1. PENSION MULTIPLIER. Effective July 1, 1990, the City of Inkster Policemen and Firemen Retirement System (hereinafter the Retirement System) shall be amended to provide that any Local 1577, I.A.F.F. member eligible for retirement under Section 18.3 of the Retirement System shall, upon his own application, be retired and shall receive a pension equal to his final average compensation multiplied by two and one quarter (.0225%) percent, multiplied by his number of years and fraction of a year of service, by quarters, to age 55, plus his final average compensation multiplied by one percent (.01), multiplied by his number of years and fraction of a year of service, by quarters, after age 55 to his date of retirement. This improvement shall cover all current employees and all future retirees.
2. SPOUSE-DEPENDENT COVERAGE. Effective July 1, 1985, the Retirement System shall be amended to provide that, upon a retiree's death, his/her designated spouse or child or children under the age of eighteen (18) as contingent pensioner shall receive a total of sixty percent (60%) of the pension the retiree was receiving at the time of his death. This improvement shall apply to all current employees and all future retirees.
3. EMPLOYEE PENSION CONTRIBUTION. Effective July 1, 1985, all Local 1577, I.A.F.F. members shall be granted a one percent (1%) reduction in their Retirement System contributions, from seven percent (7%) to six percent (6%).
4. Effective July 1, 1990, the City of Inkster Policemen and Firemen Retirement System shall be amended to provide that any Local 1577, I.A.F.F. member eligible to retire under Section 18.3 (b) shall read new members and employee members who are fifty (50) years of age and whose services with either or both the fire and police force shall total twenty-five (25) years, provided that the amount of time spent in the United States Military, Naval or Marine Service by any fireman and policeman who leaves the force of which he is a member to enter such United States Service, and who returns to either force within six (6) months after an honorable discharge from United States Service, shall be counted as part of the aforesaid twenty-five years service.

L. PENSION CHANGES (continued)

5. Effective July 1, 1990, the City of Inkster Policeman and Firemen Retirement System shall be amended to provide that any Local 1577, I.A.F.F. member eligible to retire shall under Section 18.1 (i) read "Final Monthly Compensation" whatever used in this Chapter shall mean the average monthly pay of the best 36 consecutive months of pay as an employee member from the City (and/or Village of Inkster for employee members with less than 36 months service with the City) during the members last 120 consecutive months of service with the City (and/or Village of Inkster for members with less than 120 months service with the City). In the event an employee member has less than 36 months service with the City and/or Village of Inkster at his date of disability retirement or death, "Final Monthly Compensation: shall mean his average monthly pay during his entire period of continuous service. Effective July 1, 1990, final monthly compensation shall also include annual sick leave payout but excluding at retirement final sick leave buyout.
6. Employee shall be 100% vested in the Pension plan after ten (10) years of service.

LI. DURATION

This Agreement shall become effective as of the first day of July, 1989, and the terms and provisions thereof shall remain in full force and effect until the 30th day of June, 1992, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement. Notice of intention to amend, modify, or terminate this Agreement shall be in writing and shall be sufficient if sent by certified or registered mail, addressed to the Union, 27717 Michigan Avenue, Inkster, Michigan, 48141, and if to the City, addressed to the City Manager, 2121 Inkster Road, Inkster, Michigan, 48141, or to any such address as the Union and the City may make available to each other.

LII. EXTENSION

In the event that negotiations relative to proposed amendments or modifications of this agreement shall extend beyond the set expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect, pending agreement upon a new modified or amended contract between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representative this 7th day of December, 1990.

James C. Leelan
President - Local 1577

Paul A. Beale
Secretary - Local 1577

John J. Huber

Don Kegg

John Sand
Mayor

S. Leonard White
City Manager

Melbaue J. Odes
City Clerk

Albert T. Martin
Personnel Director -
Bargaining Committee

Margie L. Rose

James Klobuchar
John Blangay

WPB:IAFF1,
IAFF2, IAFF3,
IAFF4, IAFF5,
IAFF6
#6