

**CONTRACTUAL AGREEMENT BETWEEN  
LOCAL 504 OF THE I.A.F.F.  
AND  
CITY OF OWOSSO**

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COLLECTIVE BARGAINING AGREEMENT

This Agreement, effective July 1, 2005, between the City of Owosso, Michigan, hereinafter called the "City", and Local 504 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union".

Witnesseth; that the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE #1. PURPOSE AND DEFINITIONS

Section 1 Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to promote harmonious relations between the City and the Union, in the best interest of the community, to improve the public fire fighting service, and to provide an orderly and adequate means of resolving future differences between the parties.

Section 2 Definitions

"City" shall include the elected or appointed representatives of the City of Owosso, Michigan.

"Union" shall include the officers or representatives of the Union Local 504 of the I.A.F.F.

ARTICLE #2. COVERAGE

This Agreement shall be applicable to all Full-Time Fire Fighters of the Owosso Fire Department, excluding the Deputy Public Safety Director Fire and Emergency Medical Response Division, Fire Marshal, and all other employees.

ARTICLE #3. RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representatives of the employees set forth in Article #2.Gender

ARTICLE #4. UNION SECURITY-AGENCY SHOP

Effective July 1, 2003

- A. Employees covered by this agreement and who are members of the Union shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this agreement.
- B. Employees covered by this agreement who are not members of the Union shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date and such conditions shall be required for the duration of this agreement.
- C. As a condition of continued employment, each employee in the bargaining unit shall sign an authorization with the payroll clerk for the deduction of union dues, initiation or collective bargaining service fees.
- D. Employees hired, rehired, reinstated or transferred into the bargaining unit, and covered by this agreement, shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.
- E. In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provisions of A, B, C, and D above, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or all other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provision of this Article.

CHECK-OFF

The City agrees to deduct from salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union dues, subject to all of the following subsections:

a. The Union shall obtain from each of its members, a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made thereof.

b. All Check-Off Authorization Forms shall be filed with the City who may return any incomplete, or incorrectly completed form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.

c. The City shall check-off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

d. The City's remittance will be deemed correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

e. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the City and the amount owing the Union shall reflect accordingly with the next payment from the employee due the Union.

f. The Union shall provide at least thirty (30) days written notice to the City of the amount of Union dues and/or representation fee to be deducted from the wages of the bargaining unit employees as in accordance with this Article. Any change in the amounts determined will also be provided to the City at least thirty (30) days prior to its implementation.

g. The Union agrees to indemnify and save the City harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

h. The Union shall exclusively use the following Check-Off Authorization Form as herein provided.

## ARTICLE #5. UNION ACTIVITIES

### Section 1 General

Employees and their union representatives shall have the right to join the union to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection to express or communicate any view, grievance, complaint or opinion related to the conditions of compensation of public employment or their betterment, all in accordance with Act 336, P.A. 1947 as amended.

Section 2 Released Time

(A) Elected Stewards of the Union shall be granted reasonable time during regular working hours without loss of pay to investigate and present grievances to the Employer, after the elected Steward has notified the Deputy Public Safety Director Fire and Emergency Medical Response Division or his designee.

(B) Members of the Union elected to attend a function of the International Union such as convention or educational conference shall be allowed time off without loss of time or pay to attend; such conventions or educational conferences are limited to 2 members not to exceed two (2) work days each calendar year. A written request must be made two (2) weeks in advance in order to receive time off.

Section 3 Bulletin Boards

The Union shall be provided suitable bulletin boards, including at least one at each fire station, for the posting of union notices. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

Section 4 Meetings

Union meetings at the fire station shall be limited to one (1) Union meeting per month or twelve (12) meetings per year and shall not be held during regular business hours (9 a.m. through 5 p.m.).

No other Union activities shall be conducted other than specified in Article #5, Section 2, "Release Time".

ARTICLE #6. OTHER AGREEMENTS AND ORGANIZATIONS

Section 1 Other Agreements

Management shall not enter into any agreement with the employees in the bargaining unit individually or collectively or with any organization which in any way conflicts with the provisions hereof.

Section 2 Other Organization

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

ARTICLE #7. WAGES

Section 1 General

The salary schedule attached hereto as SUPPLEMENT A shall be in effect for the term of July 1, 2005 (12:00 a.m.) through June 30, 2008 (11:59 p.m.).

Section 2 Overtime Pay

1. Definition of Overtime: To the extent required by law and subject to Section 5 below, overtime shall be considered as time worked over and above a fire fighter's 212 hours in a 28 day cycle. Subject to Section 4 below, the Department will continue to schedule unit members on a fifty-six (56) hour average work week basis. The hourly and daily rate will continue to be computed as follows: Annual base salary divided by 2912. Paid absent time shall not be counted as time worked for the purpose of computing overtime payments.

2. The Deputy Public Safety Director Fire and Emergency Medical Response Division may, in case of emergency, require an employee to work overtime or to call an employee back to work on a period when he would otherwise be off work, subject to the provision of Act 125 of the Public Acts of 1925 as amended.

3. Overtime pay shall be paid for employees of the Fire fighting Division for all work in excess of their regularly scheduled work day. (An employee's work day, or one tour of duty, to be one twenty-four (24) consecutive hour period.) Such overtime to be paid at the rate of time and one-half (1½) the current hourly rate of pay.

4. It is understood that during the life of this Agreement, the City shall have the right to schedule fire fighters on the basis of 212 hours in each 28 day cycle. The Deputy Public Safety Director Fire and Emergency Medical Response Division may schedule the hours off in each cycle

in order to obtain the 212 hours. In the event such a schedule is implemented, the salaries set forth in this Agreement shall continue to be paid for 54 hours of work instead of the current 56 hours. In other words, if the 212 hour schedule is adopted, the hourly rate will be based on the annual salary divided by 2808 (as opposed to current 2912) and to the extent required by law and subject to Section 5 below, time and one-half (1½) will be paid for hours worked beyond 54 hours in a week.

5. The City's Agreement to pay overtime for hours in excess of 212 hours in a 28 day work cycle will remain in effect only so long as, and only to the extent, required by State law.

6. By mutual agreement between the Deputy Public Safety Director Fire and Emergency Medical Response Division and employee, compensatory time-off may be substituted for either overtime or call back time. (No overtime will be paid twice for same hours worked.)

During the life of this Agreement, no Bargaining Unit member shall be allowed to accumulate more than six (6) FWD of compensatory time from July 1 to July 1 during the life of this Agreement. If due to scheduling purposes, etc., a Bargaining Unit member is unable to use up his compensatory time in the current year, he may be allowed to carry over no more than three FWD of accumulated compensatory time into the following year. But at no time shall a Bargaining Unit member have more than six (6) FWD of compensatory time accumulated in a current year. Employee's Seniority shall have no bearing in scheduling compensatory time off. Compensatory time, when consistent with Departmental scheduling, shall be on a first-come, first-serve basis. There shall be no monetary cash-out of any accumulated compensatory time upon a Bargaining Unit members severance of employment (ie: quit, retirement, discharge, etc.)

### Section 3 Overtime Equalization

A list shall be kept for the purpose of calling employees for a full day duty (24 hours). The list shall be based on seniority with the highest seniority employee off duty being called first, then continuing through the list until completed. If an employee refuses to work a 24 hour call back, it will be credited on the list as worked. After initial implementation by seniority, the man with the lowest total overtime hours will be called first in an attempt to equalize.

In case of emergency of less than 24 hours, the Officer in charge is allowed to use his own judgement in order to get needed personnel.



Should the above mentioned method prove to be unsatisfactory, the parties agree to meet and work out a solution.

Section 4 Call-in Pay

Employees called to work for time other than their regular schedule shall receive a minimum of one (1) hour pay at the rate of time and one-half (1½) the current hourly rate or compensatory time as is provided in Section 2 above.

Section 5 Rate of Pay

An employee required to work in a higher classification for more than three (3) FWD, shall be paid at the higher classification rate beginning on the fourth (4th) FWD each occurrence.

Section 6

That all work-related court appearances, the employee will be paid the overtime rate for such court appearances per Article 7, Section 4.

The Employer will be reimbursed by the Employee any payment made to the Employee by the Court for such court appearances, i.e., mileage, summons fee, etc.

Section 7 Advanced Life Support

Effective July 1, 2005 and during the life of this agreement, Owosso Fire Department employees shall receive an annual bonus payment by obtaining and maintaining an Advanced Life Support Paramedic State Certification/License as follows:

1. The Paramedic State Certification/License annual bonus amount shall be one thousand, five hundred dollars (\$1,500.00) to be paid by separate check on or about the last pay period in September.

2. The Employer will pay for the cost of Advance Life Support training and testing for any full time firefighter who successfully passes such training and receives his Advance Life Support Certification. Such requests shall be upon the approval of the Deputy Public Safety Director Fire and Emergency Medical Response Division. Should there be any question when granting a request for such training, seniority shall prevail.

3. The Employer will provide full time employees and/or pay for classes and training to assist employees in maintaining their Advance Life Support State Certification.

4. The employee shall be responsible for submitting to the Deputy Public Safety Director Fire and Emergency Medical Response Division proof of his Advanced Life Support State Certification/License no less than thirty (30) calendar days prior to the last pay in September.

5. During the life of this agreement, any new firefighters hired into the Owosso Fire Department holding or obtaining an Advanced Life Support State Certification/License shall not receive the annual bonus payment until after successful completion of their probationary period. At which time the \$1,500.00 payment shall be payable to the employee the last pay period in September that would follow completion of the probationary period.

6. Effective July 1, 2006, Paramedic State Certification/License annual bonus amount shall be one thousand, seven hundred fifty dollars (\$1,750.00) to be paid on or about the last pay period in September.

7. Effective July 1, 2007, Paramedic State Certification/License annual bonus amount shall be two thousand dollars (\$2,000.00) to be paid on or about the last pay period in September.

Section 8      Emergency Medical Technician (EMT) Specialist

Effective July 1, 2005 and during the life of this agreement, Owosso Fire Department employees shall receive an annual bonus payment by obtaining and maintaining an Emergency Medical Technician (EMT) Specialist certification/license as follows:

1. The Emergency Medical Technician (EMT) Specialist certification/license annual bonus amount shall be seven hundred dollars (\$700.00), to be paid by separate check on or about the last pay period in September.

2. The Employer will pay for the cost of the Emergency Medical Technician (EMT) Specialist training and testing for any full time firefighter who successfully passes and receives his specialist certification/license. Such request shall be granted upon approval by the Deputy Public Safety Director-Fire and Emergency Medical Response Division. Should there be any questions when granting a request for such training, seniority shall prevail.

3. The Employer will pay for classes and training to assist full time employees in maintaining their Emergency Medical Technician (EMT) Specialist certification/license.

4. The Employee shall be responsible for submitting to the Deputy Public Safety Director-Fire and Emergency Medical Response Division proof of his Emergency Medical Technician (EMT) Specialist certification/license no less than thirty (30) calendar days prior to the last pay in September.

5. During the life of this agreement, any new firefighters hired into the Owosso Fire Department holding or obtaining an Emergency Medical Technician (EMT) Specialist certification/license shall not receive the annual bonus payment until after successful completion of their probationary period. At which time, the seven hundred dollars (\$700.00) shall be payable to the Employee the last pay period in September that would follow completion of the probationary period.

## ARTICLE #8. HOURS OF EMPLOYMENT

### Section 1 Work Schedule

The work schedule of employment shall be for the Fire Fighting Division, as prescribed by Act 125, Public Acts of 1925.

### Section 2. Trading of Days

Subject to department manpower requirements and approval of the Director of Public Safety or his designee, Employees shall be permitted to trade work days under the following conditions:

1. Pre-approved trade days will not be canceled for mandatory training scheduled after approval.
2. When trade time is requested, it shall be in writing, signed by the Employees involved in the trade, stating the date of the requested trade time.
3. The trading of workdays or leave days shall not be allowed if it creates an overtime situation. Trading of workdays shall not create a shift situation of having less than 1 command officer and 2 medics.
4. Employees that utilize trade time shall not be allowed to cash in unused vacation at the year end.
5. Trade time shall be limited to 12 Fire Department Workdays (FWD) or 288 hours per fiscal year per employee.

It being understood by the Bargaining Unit that the City of Owosso shall not be responsible to repay an Employee any trade time in the event one of the Employees involved in the trade should leave his/her employment with the City of Owosso before the trade is completed.

## ARTICLE #9. HOLIDAYS

### Section 1.

Holiday pay for Fire Department employees shall be four (4) 24 hour work days off and can be picked one at a time or together in lieu of pay, except that in no case shall any combination of holiday and vacation result in more than one man per shift being off at any one time. Time may be taken as four (4) 24 hour periods or two (2) 24 hour periods and four (4) 12 hour periods.

In case of death, retirement or other separation from the service of the City, the employee will be paid \$58.00 per F.W.D. for earned but unused Holidays.

Section 2.

a. If an Employee's regular work schedule includes any of the following listed days:

- |                  |                     |
|------------------|---------------------|
| July 4           | Christmas Day       |
| Labor Day Monday | New Years Day       |
| Thanksgiving Day | Memorial Day Monday |

and the Employee physically works his full 24 hour regular scheduled day, the Employee shall receive, in addition to his regular rate of pay, an additional one hundred and forty dollars (\$140.00) for the day. The additional one hundred and forty dollars (\$140.00) shall not be paid to Employees who were not scheduled to work and worked due to overtime call back or worked for an Employee due to the trade time agreement.

b. To qualify for the holiday premium pay, the Employee's regular scheduled work day will start at 7:00 a.m. on the above listed day, and end at 7:00 a.m. the following day (i.e. Employee is scheduled to work on December 25, the Employee who receives the premium pay is the Employee who starts his regularly scheduled work day at 7:00 a.m. December 25 and ends his 24 hour shift on December 26).

c. To qualify for the holiday premium pay the Employee shall be a permanent full time Employee (probationary Employees are excluded from receiving the holiday premium pay) and must have worked all of his scheduled hours on his last scheduled work day before and the next scheduled work day after the above listed days, unless otherwise excused by the Employer.

ARTICLE #10. VACATIONS

Section 1 Fire Fighters' Work Day

Abbreviation for Fire Fighter's Work Day shall be F.W.D. this means one twenty-four hour tour of normal duty.

Section 2 Questions of Vacation

- a. Should there be any questions when picking vacations, department seniority shall prevail.
- b. Vacations will be picked with Shift Captain and Deputy Director approval.
- c. The Deputy Public Safety Director Fire and Emergency Medical Response Division has the right to cancel vacations at any time, but will make every attempt to meet with union leadership and discuss the cancellation before any cancellations are made.
- d. If personnel are moved to a new shift assignment at management's request, the FWDs already selected for vacation, holiday or compensatory time will move to the new shift assignment with that employee.
- e. Once a request for leave day has been approved, the employee will be excused from mandatory training for that day.
- f. Employee may pick all of his vacation, holiday or compensatory time at one time (except during the months of June, July and August). Employees will be limited to one tour for vacation, holiday or compensatory time for these three months on the first pick. The second pick will be from an open calendar by seniority. Any further picks shall be first come, first served.
- g. For scheduling purposes, vacations may be granted if the Employee will have accrued sufficient hours for the time requested.

Section 3   Vacation Period

a.   Vacation Credits as follows:

1 year service	3 F.W.D.
2 years service	6 F.W.D.
10 years service	9 F.W.D.
20 years service	12 F.W.D.

b.   Vacation hours shall be credited from the Employee’s anniversary date to anniversary date.

c.   Request for vacation for the months of December through May shall be submitted to the Deputy Director during the month of September. The vacation schedule will be posted by November 1.

Request for vacation for the months of June through November shall be submitted to the Deputy Director during the month of April. The vacation schedule will be posted by May 1.

d.   Vacation credits shall be used up during the current year or submitted for payment under paragraph f. If not used up during the current year or submitted for payment under paragraph f, they will be forfeited.

e.   During the life of this Agreement, if an Employee earns more than six (6) F.W.D. of vacation credits, the Employee must notify the Payroll Department, in writing, of his intent to exercise his option to receive payment no later than thirty (30) calendar days prior to his anniversary date. The Employee must have taken a vacation period of at least three (3) consecutive F.W.D., excluding off day, during the vacation year. This payment will be made following the completion of the vacation year period.

f.   During the life of this Agreement, if an Employee earns more than six (6) FWD of vacation credits per year, the Employee may elect to be compensated for unused vacation credits in accordance with the following schedule

Vacation days earned per year	maximum unused credits paid
3	0
6	3
9	6
12	9

To qualify for payment for unused vacation credits, the Employee must notify payroll department, in writing, of his intent to exercise their option to receive payment no later than thirty (30) calendar days prior to December 31. The Employee must have taken a vacation period of at least three (3) consecutive FWD, excluding off days, during the vacation year. This payment will be made following the completion of the vacation year period.

Section 4    Illness

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year he will be awarded payment in lieu of his vacation.

**ARTICLE #11. PENSIONS AND RETIREMENT**

All matters relating to pensions and retirement benefits refer to the provisions of the City Charter of the City of Owosso.

During the life of this Agreement, Bargaining Unit members will have the option of retiring after twenty-five (25) years of continuous service regardless of age. Benefits formula to be Final Average Compensation times (x) the sum of 2.8% for the first twenty-five (25) years of continuous services plus 1.0% for years of service in excess of twenty-five (25) years. Total benefit not to exceed 80% of Final Average Compensation.

Effective July 1, 1993, any new Bargaining Unit members hired may retire after accumulating twenty-five (25) years of continuous service and after having attained the age fifty (50). Benefits formula to be final average compensation times (x) the sum of 2.8% for the first twenty-five (25) years of continuous service plus 1.0% for years of service in excess of twenty-five (25) years. Total benefit not to exceed 80% of Final Average Compensation.



## ARTICLE #12. SENIORITY

### Section 1 Probationary Employee

A. New employees hired in the department shall be considered as probationary employees for the first twelve (12) months of their employment. A probationary Employee shall have a six (6) month evaluation performed to determine his ability to perform the functions of a firefighter at six (6) months. A twelve (12) month evaluation shall be performed to determine his acceptability to become a permanent member of the department. When an Employee satisfactorily completes the probationary period, by accumulation of twelve (12) months of employment, he shall be entered on the seniority list of the department and shall rank for seniority from the first day of his employment. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharge and disciplined employees.

During a new Employee's 0-12 month period of probation for a new hire, the probationary employee shall have no recourse to the grievance procedure.

### Section 2 Seniority

Seniority shall be on a department-wide basis, in accordance with the employee's last date of hire into the Fire Department.

### Section 3 Seniority Lists

Seniority shall not be affected by the race, marital status or dependents of employee. The employer will keep the seniority list up-to-date at all times and will provide the local Union and council office with up-to-date copies at least every six (6) months.

## ARTICLE #13. TRAINING

### Section 1. Training

The Deputy Public Safety Director Fire and Emergency Medical Response Division of the Department will set forth the type or method of training program. Each fire fighter will be required to participate in training programs. Seniority of the present force will be in accordance with the attached list. (Supplement B).

### Section 2. Promotions

Any promotional opportunities will be posted within the Fire Department for a period of fifteen (15) calendar days. Employees within the Fire Department interested shall apply within the fifteen (15) calendar day posting period.

Section 3. Promotional Procedures

All promotions to the position of Lieutenant or Captain shall be made from an eligibility list which shall be valid for a period of 18 months from the date the list is established. Employees applying and to become eligible to be placed on the list shall meet the following procedure:

Step 1 – An examination will be set by the Deputy Public Safety Director, Fire and Emergency Medical Response Division who shall use an accredited test for the posted positions. Subjects to be covered shall be related to the posted position and shall be related to the Fire Fighters profession.

Lieutenant position – applicant must have five (5) years seniority.

Captain position – applicant must have five (5) years seniority.

Step 2 – Written Exam shall represent seventy percent (70%) of the final score and applicant must pass the written exam with a 70% standard score or higher.

Step 3 – Oral Board Exam shall represent thirty percent (30%) of the final score. The Oral Board shall be made up of three (3) persons, one (1) of whom shall be the Deputy Public Safety Director, Fire and Emergency Medical Response Division, and two (2) persons of another fire department or related field above the rank of the position to be filled. The two (2) persons of another fire department shall be from outside Shiawassee County.

Step 4 – Seniority shall be used as a tie breaker in the case of a tie.

Step 5 – The Deputy Public Safety Director, Fire and Emergency Medical Response Division shall promote the highest scoring candidate.

A) The candidate chosen from the promotional list shall serve a twelve (12) month trial period to determine:

1. His desire to remain in the position
2. His ability to satisfactorily perform the duties of the position.

B) The candidate chosen will have a two (2) year period to successfully complete the following training, providing such training is available:

1. Fire Officer I for position of Lieutenant.
2. Fire Officer I and II for a position of Captain.

If at the end of the two (2) year period, the promoted employee fails to successfully complete Fire Officer I for Lieutenant or Fire Officer I and II for Captain position, the Employer may revert the Employee back to the position of Fire Fighter if there is a position available that can be filled. Employees reverting back to a Fire Fighter position will not be eligible for future promotions for a period of five (5) years from returning to the Fire Fighter position.

Step 6 – During the twelve (12) month trial period, the Employee shall have the opportunity to revert back to his former classification. If the Deputy Public Safety Director, Fire and Emergency Medical Response Division finds the Employee unsatisfactory in the posted position, notice and reason shall be submitted to the Employee in writing with a copy of the notice to the Union. The trial period may be extended by mutual agreement between the Union and the Employer. The decisions of the Deputy Public Safety Director, Fire and Emergency Medical Response Division shall be final and binding on the Union and Employees regarding any questions of promotion.

## ARTICLE #14. SICK LEAVE

### Section 1 Sick Leave

All member covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) F.W.D. per year with maximum accumulation of ninety (90) F.W.D. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as day worked at his normal base rate of pay.

### Section 2 Buddy System

a. In case an employee has used all of his sick leave and is a member in good standing with Local 504, the qualified member may work his shift for a period of one year. If after completion of this one year period the employee is still unable to return to work, his case may be reviewed by

Local 504 and if determined he would be back in six months the members may work another six months for the employee.

b. On retirement or death, 25% of accumulated F.W.D. shall be paid at his current rate of pay to the employee or his estate. In the case of retirement, the 25% cashout of the ninety (90) F.W.D. will be folded into the final average compensation for the purpose of computing the employee's pension.

c. After 3 F.W.D. sick leave employee will obtain a Doctor's Certificate to return to duty.

d. During the life of this Agreement, after an employee has accumulated ninety (90) F.W.D., the employer will pay the employee in cash 25% of all unused sick leave over ninety (90) F.W.D. for the preceding twelve (12) months. It is understood by the Union that after payment of the 25% of sick leave days for the preceding year, the maximum accumulation for cash-out will revert back to ninety (90) F.W.D.

e. An employee will have the option to accumulate up to (130) F.W.D. sick leave credit as a safe guard toward the required 90 day accumulation. However, should the employee choose this option, he will not be eligible for the 25% cash-out of unused sick days until after he has accumulated 130 days; then employee would be eligible for the 25% cash-out on accumulated sick days over 130, in the same manner as in Paragraph "d" above.

f. If the Deputy Public Safety Director Fire and Emergency Medical Response Division of the Fire Department feels an employee is abusing their sick days, the Deputy Public Safety Director Fire and Emergency Medical Response Division may ask for and will receive a Doctor's Statement showing proof of employee's claimed illness, also the Deputy Public Safety Director Fire and Emergency Medical Response Division may meet with the Union to discuss the employee's problem.

### Section 3. Non-work Related Illness or Injury

a. The Employer shall allow one (1) Employee only to perform light duty at any given time when recommended by his/her personal physician up to a maximum of three (3) workdays.

b. If the Employee is unable to return to full work duty within the three (3) work days of light duty and the Employee's light duty status is extended by his/her physician, then the Employee shall be placed on personal illness leave on the fourth (4th) workday and be continued on personal illness leave until released by his/her personal physician to full active duty.

c. The Employee shall provide the Employer with a doctor's slip stating the Employee's restrictions and expected length of time the Employee is expected to be on light duty status.

d. The Employer shall assign the Employee to his/her regular 24-hour shift and the Employer shall assign the Employee to duties where needed during the three (3) workdays of light duty.

e. If more than one Employee requests non-duty illness/injury light duty status during the same time period, the Employee who has submitted his/her doctor's light duty slip first shall be allowed the three (3) work days of light duty. All others shall be placed on personal illness leave for the duration of his/her light duty status.

f. The Union and the Employer agree Section 3, titled Non-work Related Illness or Injury applies only non-work related illness or injuries. Work related illness or injuries shall be handled as in the past through the City of Owosso Workers' Compensation provider.

g. Both the Union and the Employer agree that nothing contained in Section 3, titled Non-work Related Illness or Injury, shall be construed to limit either the Employer's or the Employee's rights and obligations under the Family and Medical Leave Act, the Americans with Disabilities Act, and/or the Michigan Handicappers Civil Rights Act.

h. Employees returning to their regular duties from non-work related illness or disability shall not be allowed back to their regular duties until after they have submitted a physician's written statement releasing them to full active duty.

## ARTICLE #15. FUNERAL LEAVE

### Section 1 Funeral Leave

Funeral Leave shall apply within a five (5) consecutive calendar day period for a member of the immediate family, and a three (3) consecutive calendar day period for other family members listed below.

### Section 2 Immediate Family

Immediate family is defined as follows: Spouse, father, mother, son or daughter, or step-child living with the employee. Other family members are as listed: Mother-in-law, father-in-law, sister, brother, grandparents, grandchild, daughter-in-law, son-in-law, or step-relative in the above categories or a member of the employee's household.

Section 3    Pallbearer

An employee selected to be a pallbearer for a deceased fellow employee will be allowed up to one (1) F.W.D. with pay.

Section 4

An employee may be granted one (1) work day per calendar year to attend other funerals as long as the granting of the requested day to attend other funerals does not result in overtime being paid to properly staff the shift, and does not create a manpower shortage. Any granting of the one (1) work day shall be authorized by the Deputy Public Safety Director Fire and Emergency Medical Response Division.

ARTICLE #16. PHYSICAL EXAMINATION

The City shall provide each Employee a mandatory annual physical examination, which, at the Employer's option, shall include blood test, x-rays and/or such other tests as may be deemed necessary by the Deputy Public Safety Director Fire and Emergency Medical Response Division. Such examinations shall be performed by the City's physician.

ARTICLE #17. HOSPITAL AND MEDICAL INSURANCE

Section 1.    Hospital and Medical Insurance

During the life of this agreement, the Employer agrees to pay the monthly premium for Blue Cross/Blue Shield Community Blue PPO Option 10: \$250.00 single/\$500.00 family deductible with \$750.00 single/\$1,500.00 family out of pocket maximum. A \$10.00 office visit co-pay; a \$10.00 chiropractic office visit co-pay; and a \$75.00 Emergency Room co-pay (waived if admitted or for accident or injury); hospitalization benefit coverage for the Employee and his family, with a \$150.00 reimbursement for the single deductible and a \$300.00 reimbursement for the family deductible after the Employee has submitted valid documentation to the Employer. Also included is a \$10/\$40 co-pay prescription drug rider with a \$20.00 reimbursement for brand name drugs only that are without a generic equivalent or medically required after the Employee has submitted valid documentation to the Employer. The drug rider coverage shall include the (M.O.P.D.) 90-day mail order one-time co-pay prescription rider.

During the life of this Agreement, the Employer agrees to provide the following Delta Dental Insurance Plan:

50/50 Dental Class I and Class II Plan; maximum coverage of eight hundred dollars (\$800.00) per person, per year.

During the life of this Agreement, the Employer will pay a maximum of forty dollars (\$40.00) per employee, per month, to Delta Dental toward the premium cost of such insurance.

Employees will be responsible for any premium cost above the maximum paid by the Employer.

## Section 2 Workers' Compensation

a. Each employee will be covered by the applicable Workers' Compensation Laws. An employee drawing Workers' Compensation pay for injury incurred in performance of duties for the City of Owosso, shall be paid by the City of Owosso the difference between his Workers' Compensation pay and his regular salary for a period not to exceed twenty-six (26) calendar weeks.

b. If and when an Employee is off work on Workers' Compensation as a result of an on-the-job injury, the Employer shall pay said Employee his regular pay in compliance with Article 17, Section 2, of the Labor Agreement.

c. It is further agreed that if the injured Employee received any Workers' Compensation checks, injured Employee will sign over said check to the Employer within twenty-four hours in compliance with Article 17, Section 2, of the Labor Agreement.

## Section 3 Life Insurance

The employer agrees to pay the full premium for a group term life insurance program with each employee insured face value of fifteen thousand (\$15,000.00) with accidental death benefits of thirty thousand dollars (\$30,000.00).

The employer will maintain a three thousand dollar (\$3,000.00) Retiree Life Insurance Plan.

## Section 4 National Health Insurance

Should the Employer be obligated by law to contribute to governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties

that the Employer not be obligated to provide double coverage and to escape such double payments, the employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-supported insurance programs.

Section 5 Eye Care Coverage

Effective the signing of this Agreement, the Employer agrees to provide the following eye care coverage: full-service benefit plan, \$10.00 co-pay exam only, Mutual Eye Claim Audits, Inc. Plan V.

Effective the signing of this Agreement, the Employer will pay a maximum of Six Dollars and Seventy-Eight Cents (\$6.78) per employee, per month, to Mutual Eye Claims Audits, Inc. towards the premium cost of such eye care coverage.

Employees will be responsible for any premium cost above the maximum paid by the Employer.

Section 6 Hospitalization Opt-Out

An eligible employee, covered by health insurance from another source, may elect to forego the City provided health insurance set forth in Section 1 above and receive, in lieu of such coverage, an annual stipend equal to one-half (1/2) of the single subscriber rate for the coverage set forth in Section 1 for each year the eligible employee has foregone the City provided health insurance. The stipend payment will be paid by separate check on or about June 30 of each year and will be pro-rated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided health insurance. For purposes of this Section, eligible employees are defined as bargaining unit members who submit on a form provided by the City, evidence, satisfactory to the City of health insurance coverage from another source. Retirees, non-bargaining unit members and bargaining unit members whose spouse works for the City are not eligible for the program set forth in this Section. In the event an eligible employee elects to forego City provided health insurance coverage, the employee will be allowed to elect, once each year, to be re-covered by the City health insurance effective during the City's annual open enrollment period.

**ARTICLE #18. STRIKE PROHIBITION**

The Union will not engage in, or sanction, strike action during the life of this Agreement.



ARTICLE #19. UNION STEWARDS

Each shift shall have and be represented by a steward.

ARTICLE #20. DISCIPLINE

Section 1. The employer shall not discharge or discipline any employee except for cause.

Section 2. The Employer shall furnish any discharged or disciplined employee with a written statement of the charges and the reasons for such action.

Section 3. If the discharged or disciplined employee disagrees with the action taken by the Employer, the employee may initiate the grievance procedure within three (3) regularly scheduled working days of the discharge or discipline.

Section 4. In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than 24 months previously.

ARTICLE #21. GRIEVANCE PROCEDURE

Section 1 Grievance Procedure

For the purpose of this Agreement, “grievance” means any dispute regarding meaning, interpretation or alleged violations of the terms and provisions of this Agreement.

## Section 2

### Step 1.

If the Employee has a grievance and wishes to enter it into the grievance procedure, the grievant or the Steward must submit the grievance in writing to the Deputy Public Safety Director, Fire and Emergency Medical Response Division within ten (10) calendar days of the occurrence of the condition(s) giving rise to the grievance in order for the matter to be considered grievable.

At the time the grievance is received, the Deputy Public Safety Director Fire and Emergency Medical Response Division shall sign and date the grievance and return a copy to the grievant and/or Steward of the Union. A meeting shall be held if requested by either party.

The Deputy Public Safety Director Fire and Emergency Medical Response Division shall give his/her written answer within ten (10) calendar days from the date of receiving the written grievance.

If the grievance is not resolved and the Employee wishes to carry the grievance further, the grievance may be appealed to Step 2 of this Grievance Procedure.

Any grievance submitted by the Employee or Steward at Step 1 of this Grievance Procedure shall be submitted on forms provided by the Union, dated and signed by the aggrieved Employee(s) and shall set forth the facts, dates, and provisions of the labor agreement that are alleged to have been violated and the remedy desired.

### Step 2.

If the grievance is not resolved at Step (1) of this Grievance Procedure, the Union President may appeal in writing to the Director of Public Safety. Within ten (10) calendar days of receipt of the appealed grievance, the Director of Public Safety shall schedule a meeting with the President of the Union in an attempt to resolve the grievance.

This meeting shall be limited to the Union's President and the Director of Public Safety, unless otherwise agreed to by the parties. The Director of Public Safety shall give the President a written answer within five (5) calendar days after the meeting.

Step 3.

(a) If the Director's answer is not satisfactory and the Union desires to carry the matter further, the Union shall, within 15 calendar days following receipt of the Director's answer, advise the Employer in writing that such answer is unacceptable, the reasons it is deemed to be unacceptable, and in the communication further advise that the matter is being referred to mediation. Within ten (10) workdays of such notification, the Director of Labor Relations shall file a request for mediation through the Michigan Employment Relations Commission (MERC). A copy of which shall be forwarded to the Union President. If the Commission is unable to hear the grievance within 15 workdays from receipt of the request for mediation for any reason, either party may demand to proceed to the next step of the grievance procedure. Such demand by either of the parties shall not prohibit the parties from holding a mediation hearing with MERC prior to arbitration if mutually agreed.

(b) The mediation hearing shall be governed by the following rule:

1. The grievant shall have a right to be present at the Mediation Hearing as well as a IAFF representative;
2. Each party shall have one principal spokesperson;
3. Outside lawyers or consultants shall not participate in a mediation hearing;
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
5. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the mediation hearing shall be made;
6. The mediator shall have the authority to meet separately with any person or persons provided their chief spokesperson is present, but will not have authority to compel a resolution of a grievance;
7. If no settlement is reached, the mediator **may** provide the parties with a verbal advisory;
8. The mediator shall state the grounds for his/her advisory;
9. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement;

10. The advisory of the mediator shall not be submitted as evidence if the grievance is later heard by an arbitrator.

Step 4.

(a) In the event the grievance is not resolved at Step 3, the Union or Employer may, within thirty (30) calendar days following a Step 3 mediation, submit the grievance to arbitration. Written notice to the Employer or the Union shall constitute a request for arbitration.

The Employer and the Union shall, within seven (7) calendar days after notice of the arbitration has been given, attempt to mutually select an arbitrator. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission (MERC) shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. Parties shall attempt to select an arbitrator from this panel within ten (10) calendar days. The Union and the Employer shall make alternate strikes from the panel list. If there is no selection from the list, the Michigan Employment Relations Commission (MERC) shall appoint the arbitrator.

The rules of the Michigan Employment Relations Commission (MERC) apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument, and submission of briefs. The decision of the arbitrator shall be final and binding on all parties.

Fees and authorized expenses for the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator shall have no authority to add to or subtract from, alter, change or modify any of the provisions of this Agreement.

The arbitrator may make no award which provides the Employee compensation greater than would have resulted if there had been no violation.

b. Failure of the grievant or Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, except as otherwise provided, or except within any extension of time which may be mutually agreed to in writing,

may be referred to the next step in the Grievance Procedure. The time limit will run from date when time for disposition expired.

Steps of the Grievance Procedure may be waived upon written consent of the parties. The grievant may withdraw a grievance at any step of the procedure. The grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

Saturday and Sunday shall be excluded from the Grievance Procedure time limits.

c. All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned less any unemployment compensation or compensation for personal services that would have been earned per regular scheduled work days.

## ARTICLE #22. UNIFORM PROVISIONS

The employer shall furnish the following uniforms as needed:

1. House uniform – dress shirt and pants
2. Dress uniform – dress hat, white gloves, spring coat, winter coat.
3. Turnout Gear – boots, bunker pants and suspenders, coat, nomex hood, gloves and helmet, as approved by NFPA.
4. T-shirts – 2 t-shirts per Employee per year.
5. Cleaning and Repair – House and dress uniforms, and turnout gear.

During the life of this Agreement, the Employer will provide up to fifty dollars (\$50.00) per year shoe/equipment allowance.

## ARTICLE #23. SEPARABILITY

### Section 1 General

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

Section 2 Distribution of Agreement

A copy of this Agreement shall be distributed by the City to all employees in the department.

ARTICLE #24. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

1. He quits.
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for three (3) consecutive working days without notifying employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory the matter may be referred to the grievance procedure.
4. If he does not return to work when recalled from layoff. In proper cases, exceptions shall be made.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.
6. He retires.
7. He is not recalled to work after layoff within the length of his service of four (4) years whichever is lesser.

ARTICLE #25. VETERANS

Reinstatement of seniority employees. Any employee who is called into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so; in which event he will be offered such employment in the line with his seniority as may be available which he may be capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90)days of the date of such discharge or one hundred and twenty (120) days after hospitalization continuing after discharge.

## ARTICLE #26. LEAVE OF ABSENCE

Leaves of absence without pay for reasonable periods will be granted without loss of seniority for:

1. Serving in an elected position (public or union) up to two years.
2. Illness Leave (physical or mental).
3. Prolonged illness in immediate family. Such leave may be extended for just cause. (NO Leave of Absence will be granted for less than thirty (30) days. Vacation and sick leave will not accrue during the Leaves of Absence.)

## ARTICLE #27

### Section 1 Vacation Pay Advance

If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation providing he has given payroll at least three (3) weeks notice prior to vacation. Should an employee change his vacation, he must make a request for his check three (3) weeks before leaving, if he desires to receive it in advance.

### Section 2 Vacation Payments

If an employee dies during his employment with the City of Owosso his estate shall receive a cash payment for any accrued vacation credits. If an employee is scheduled to be laid off the employer shall grant any unused vacation credits including those accrued in the current year prior to the effective date of layoff. A recalled employee who received credit at the time of the lay off shall have such credit deducted from his vacation the following year. If an employee retires he shall make every attempt to schedule prior to the effective date all unused and accrued vacation credits.





care benefits, or full-paid health care coverage, the Employer will automatically grant that increase to this labor group.

ARTICLE #28. RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them before \_\_\_\_\_, 20\_\_\_\_, and its local union will recommend to the employees that it be ratified.

Closing Clause. Anything not brought up at the negotiations shall not be a subject for debate and shall remain in the contract as written.

ARTICLE #29. TERMINATION OR MODIFICATION

Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union:

President, I.A.F.F. Local 504  
202 South Water Street  
Owosso, Michigan 48867

And if to the Employer Addressed to:

City Manager  
City of Owosso  
301 West Main Street  
Owosso, MI 48867

or to any such address as the Union or the Employer may make available to each other.

## ARTICLE #30. DURATION

### Section 1 Duration

This Agreement shall be effective July 1, 2005 and shall remain in force and effect to and including June 30, 2008.

### Section 2 Future Negotiations

The parties agree that, commencing not later than March 1, 2008, they will undertake negotiations for a new agreement for succeeding period.

### Section 3 Extension

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on sixty (60) days written notice.

### Section 4 Bargaining Committee

The Bargaining Committee of the Union shall not consist of more than four (4) employees of the Union, one (1) of which shall be the Unit Chairperson. The Union shall advise the Employer in writing at least two (2) weeks prior to the first bargaining session of the names of the members of the committee.

## ARTICLE #31. Waiver Clause

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings, oral or written, express or implied between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and

agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE #32. RESERVE FIRE FIGHTERS

The City shall continue to have the right to employ reserve fire fighters. Reserve fire fighters are excluded from the Bargaining Unit and are not covered by any provisions of this Collective Bargaining Agreement.

In the event of a call-back to work or the scheduling of work to cover a City-determined staffing shortage, the work will first be offered to full-time department employees. In the event insufficient personnel are available, the City may utilize reserve fire fighters. This provision does not apply to call-outs for fire emergency situations. It is being understood that the City will respond to fire emergencies in a manner and with the personnel it deems appropriate.

Reserve fire fighters shall work under the supervision of the Deputy Public Safety Director Fire and Emergency Medical Response Division or assigned departmental personnel.

#### ARTICLE #33. LICENSE AND CERTIFICATION

All present full-time employees and all future full-time employees covered by this Agreement shall be required as a condition of employment to maintain all active licenses and certifications that are required by the Employer, no later than twelve (12) months after the effective date of this Agreement.

Any full-time employee who does not acquire the required license and certification within the above time period, and continue to maintain said licenses and certifications thereafter may be subject to corrective disciplinary action by the employer up to and including discharge.

Any employee disciplined for failure to maintain the proper license and certification required by the Employer may grieve said discipline.

Employees participating in job related course, the employer will pay cost for tuition, books, etc., for such approved courses. The employer will schedule the attendance of these training programs so all employees will have equal opportunity to attend.

## ARTICLE #34. RESIDENCY

### Section 1 - Policy

The City of Owosso finds that residency within Shiawassee County will assist in the availability of personnel; will assist in familiarizing the employees and staff with Shiawassee County and its conditions; will promote good relations with the public served by the City of Owosso; and will facilitate the employees' interest in the community they serve. Therefore, the City of Owosso adopts a policy of encouragement and promotion of residency within Shiawassee County amongst its employees and staff.

### Section 2 - Definition

“Residence” shall be construed to be the actual domicile of the individual where he or she normally eats and sleeps and maintains his or her normal personal and household effects.

### Section 3 – Recruitment

All persons hired into City of Owosso positions covered by this Article after March 1, 2000, shall be required to reside within twenty (20) miles of the City of Owosso city limits and shall remain so throughout the term of their employment with the City of Owosso. If a residence is not established and maintained within the prescribed area upon the date of hire, such person shall obtain residence in said area within six (6) months of the date of hire and shall thereafter reside within twenty (20) miles of the City of Owosso city limits throughout their employment with the City of Owosso.

#### Section 4 - Current Employees

All employees of the City of Owosso to which this policy is applicable shall maintain residences within twenty (20) miles of the City of Owosso city limits and shall do so for the duration of their employment with the City of Owosso. However, any current employees that were hired prior to March 1, 2000, who do not reside within the twenty (20) miles of the City of Owosso city limits, shall be exempt from this policy. However, the City of Owosso requires all such current staff to establish residency within twenty (20) miles from the City of Owosso city limits if they elect to relocate their current residence.

#### Section 5 - Violations

The failure to establish and maintain residency within twenty (20) miles of the City of Owosso city limits by any employee subject to this residency policy shall be considered a violation of this policy and shall be considered by the employer as a voluntary resignation from his or her employment with the City of Owosso.

#### Section 6 - Waiver

The City Manager may, at his discretion, waive or extend time limits for compliance with the residency requirements for employment set forth in this policy if an employee requests a waiver or extension and can establish extenuating circumstances that justify the requested waiver or extension. Such extenuating circumstances include, but are not limited to, the following: (a) residency of 20 or more years in the employee's present domicile; (b) subjection to a lease of greater than 1 year on the employee's present domicile; (c) family-related considerations, such as day care and schooling issues; and (d) spousal work place considerations. When a waiver or extension of the residency requirement is granted under this policy, the City manager, within the City Manager's sole discretion, may revoke the waiver or extension upon thirty (30) days' notice.

### Section 7 – Exclusions

In addition to those employees exempt in Section 4, the residency requirement of this policy shall not apply to an employee if the employee is married and both of the following conditions are met: (a) the employee's spouse is employed by another public employer, which, for purposes of this policy, is defined as a county, township, village, city, authority, school district, or other political subdivision of this state and includes any entity jointly created by two or more public employers; (b) the employee's spouse is subject to a condition of her employment or promotion that, if not for this section, would require him or her to reside a distance of less than 20 miles from the nearest boundary of the public employer.

### ARTICLE #35. SPECIAL CONFERENCE

(A) Special Conferences for important matters will be arranged between the Unit Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Bargaining Unit. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the International Union.

(B) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (½) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

### ARTICLE #36. NEWLY CREATION POSITION

(A) In the event the Employer creates a new Job Classification in the Fire Department, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such case, the newly created Job Classification shall be posted within the Department for seven (7) calendar days.

(B) When the Employer creates a new Job Classification within the Fire Department, the Employer will notify the Union prior to establishing the classification and pay rate structure. In the event the Union does not agree that the pay rate is proper, it will be subject to negotiations.

**ARTICLE #37. HOLD HARMLESS CLAUSE**

The City of Owosso agrees to indemnify and hold harmless all members of the City of Owosso Fire Department from and against all claims or suits based on negligence for damages, costs, losses and expenses arising out of the defense of all actions taken by a fire fighter and/or an Emergency Medical Technician during the course of and in performance of their official duties, provided the fire fighter or emergency medical technician has acted in accordance with established departmental rules, regulations and procedures. Said indemnification shall include destruction of property of another, negligence or any other cause of action which is a result of action required to be taken by a member of the Owosso Fire Department during the course of and arising out of the performance of his duties as a member of the Department. The indemnification shall take the form of insurance coverage, including defense and payment of judgements or settlements, or by provision of legal counsel, costs, and payment of judgements or settlement. The decision to insure or self-insure shall be within the sole discretion of the City. This provision shall not apply to any claims or suits resulting from intentional wrong doing or gross negligence on the part of a member of the City of Owosso Fire Department.

**ARTICLE #38. PERSONNEL ASSIGNMENTS**

The Employer shall continue to have the right to assign Fire Department personnel new and/or additional fire-related duties in addition to those currently assigned.

**ARTICLE #39. AMERICANS WITH DISABILITIES**

The parties recognize their responsibilities under the Americans With Disabilities Act and Family Medical Leave Act. All provisions shall be subject to accommodation requirements of the Americans With Disabilities Act and Family Medical Leave Act.

ARTICLE #40. COLLEGE INCENTIVE

The Employer will reimburse out of pocket tuition cost only for college accredited courses to a maximum of five hundred dollars (\$500.00) per Employee per fiscal year, capped at a total of two thousand dollars (\$2,000.00) for the Bargaining Unit per fiscal year. This college reimbursement shall be paid for a grade C or above only. Requests for college reimbursement shall be made within twenty-one (21) calendar days after completion of the course. The date of submission for the reimbursement shall be used in determining eligibility for payment. Request for college reimbursement shall be for Fire Science courses or related fields only.

ARTICLE #41. JOINT STUDY COMMITTEES

During the life of this Agreement, the Employer and Local 504 of the I.A.F.F. shall establish a physical fitness committee consisting of two (2) Union representatives, one (1) of which shall be the President; and two (2) Employer representatives, one (1) of which shall be the Director of Public Safety. This committee shall explore methods and procedures to promote physical fitness amongst Bargaining Unit Members. More committee members may be added by mutual agreement between the parties.



**SUPPLEMENT A - WAGE SCALE**

**EMPLOYEES HIRED PRIOR TO FEBRUARY 15, 2007**

<u>Effective</u>	<u>Probationary FF</u> <u>(0-6 months)</u>	<u>Firefighter III</u> <u>(6-18 months)</u>	<u>Firefighter II</u> <u>(18-30 months)</u>	<u>Firefighter I</u> <u>(30+ months)</u>	<u>Mechanic</u>
July 1, 2005	\$34,731.00	\$35,716.00	\$36,701.00	\$38,672.00	\$39,654.00
July 1, 2006	\$35,773.00	\$36,787.00	\$37,802.00	\$39,832.00	\$40,844.00
July 1, 2007	\$36,846.00	\$37,891.00	\$38,936.00	\$41,027.00	\$42,069.00

<u>Effective</u>	<u>Lieutenant</u>	<u>Captain</u>
July 1, 2005	\$39,269.00	\$40,445.00
January 1, 2006	\$40,054.00	\$41,254.00
July 1, 2006	\$40,855.00	\$42,079.00
January 1, 2007	\$41,672.00	\$42,921.00
July 1, 2007	\$42,505.00	\$43,779.00
January 1, 2008	\$43,355.00	\$44,655.00

**EMPLOYEES HIRED AFTER FEBRUARY 15, 2007**

<u>Effective</u>	<u>Probationary FF</u> <u>(0-12 months)</u>	<u>Firefighter III</u> <u>(12-24 months)</u>	<u>Firefighter II</u> <u>(24-36 months)</u>	<u>Firefighter I</u> <u>(36+ months)</u>	<u>Mechanic</u>
July 1, 2005	\$34,731.00	\$35,716.00	\$36,701.00	\$38,672.00	\$39,654.00
July 1, 2006	\$35,773.00	\$36,787.00	\$37,802.00	\$39,832.00	\$40,844.00
July 1, 2007	\$36,846.00	\$37,891.00	\$38,936.00	\$41,027.00	\$42,069.00

<u>Effective</u>	<u>Lieutenant</u>	<u>Captain</u>
July 1, 2005	\$39,269.00	\$40,445.00
January 1, 2006	\$40,054.00	\$41,254.00
July 1, 2006	\$40,855.00	\$42,079.00
January 1, 2007	\$41,672.00	\$42,921.00
July 1, 2007	\$42,505.00	\$43,779.00
January 1, 2008	\$43,355.00	\$44,655.00

During the life of this Agreement, each employee will be paid \$750.00 per year food allowance on or about the first pay period in July.

**LONGEVITY**

Years of Continuous  
Service Completed

0 - 5	None
6 - 10	\$400.00
11 - 15	500.00
16 - 20	600.00
Over 20	700.00

to be paid on or about thirty (30) days after anniversary date. Longevity commences on completion of the fifth year. During retirement year, longevity shall be pro-rated for portion of year worked.

