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Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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A G R E E M E N T

This contract entered in this 3rd day of October 1994 by and between the City of Benton Harbor, hereinafter referred to as the "CITY," and LOCAL 685 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTER, AFL-CIO, hereinafter referred to as the "UNION".

ARTICLE I - PURPOSE, INTENT AND DEFINITIONS

Section 1. Purpose. The general purpose of this contract is to set forth the terms and conditions of employment, to determine wages, hours and working conditions which shall prevail for the duration of this contract.

Section 2. Intent. The general intent of this contract is to promote orderly and peaceful labor relations for the mutual interest of the CITY, the employees, and the UNION; to provide for the material well being of the employees; and to promote the general efficiency of the work force. To these ends the CITY and the UNION encourage to the fullest degree friendly and cooperative relations between their respective employees and their representative(s).

Section 3. Definitions. Terms used in this contract shall be defined as follows:

- (a) "CITY" shall include the elected or appointed representatives of the City of Benton Harbor, Michigan, a Michigan Municipal Corporation.
- (b) "UNION" shall include the officers or representatives of the Local 685 of the International Association of Firefighters, AFL-CIO.
- (c) Whenever the word "Department" is used in this contract it shall mean the Fire Department of the City of Benton Harbor.
- (d) The term "Classified Twenty-four (24) hour or shift employees" shall mean all employees of the City's Fire Department, such as Firefighters, Fire Inspections, Fire Lieutenants and Fire Captains, who work twenty-four (24) hour duty periods or duty days. One (1) duty day equals twenty-four (24) hours.
- (e) The term "Classified seven and one-half (7 1/2) hour employees" shall mean the Fire Marshall and the Fire Inspector who work in seven and one-half (7 1/2) hour shifts.

- (f) The term "Bargaining Unit" shall consist of all members of the Fire Department except the Fire Chief and the Secretary.
- (g) The term "Hourly rate of pay" shall be defined as an employee's weekly earnings divided by fifty-four (54), the average number hours worked in a weekly period.
- (h) The term "Probationary Period" shall apply until the employee has completed one (1) year of employment. This probationary period may be extended for a period not to exceed one year. The purpose of the probationary period is to provide an opportunity for the CITY to determine whether or not the UNION member has the ability and other attributes to qualify for regular employee status. During the probationary period, the UNION Member shall have no seniority status and may be terminated at the sole discretion of the CITY without regard to his relative length of service. Probation for firefighters shall start the day they are hired.

ARTICLE II - RECOGNITION AND UNION ACTIVITIES

Section 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the CITY, hereby, recognizes 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 in accordance with Section II of said Act for the term of this contract for all twenty-four (24) and thirty-seven and one-half (37 1/2) hour employees of the Fire Department except those excluded in Article I, Section 3. (f). Provisions of this contract shall apply to the relationship between the CITY, the UNION, and the employees of said bargaining unit.

Section 2. Union Activities. In order to promote the effective management of UNION affairs and activities, the CITY agrees to the following:

- (a) To allow up to ninety-six (96) total hours per year with additional time allowed at the discretion of the Fire Chief for elected or delegated officials of the UNION elected or authorized to attend any function(s) of the UNION and be considered authorized work day(s) to attend such conferences and/or conventions. Requests for leave for UNION business shall be submitted to the Fire Chief by the local UNION at least fifteen (15) days prior to

such leave, if possible.

- (b) The CITY shall permit a bulletin board to be placed in each Fire Station for the exclusive use of official UNION notices, the location of said bulletin board to be in agreement with the Fire Chief. Posted materials shall not include local political content which is subject to removal by the Fire Chief after discussion with the UNION representative.
- (c) The CITY will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the UNION.

Section 3. Agency Shop. It shall be a continuing condition of employment that all Employees covered by this Agreement shall either maintain membership in the UNION by paying the UNION'S dues, or shall pay an agency fee equal to UNION dues.

Any Employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the Bargaining Unit covered by this Agreement; provided however, no Employee shall be terminated under this Article unless:

- (a) The UNION has notified the Employee by Certified Letter, return receipt requested, addressed to the address on file with the Chief of the Fire Department, spelling out that the employee is delinquent in payment of dues or agency fees, specifying the current amount of delinquency, and warning the Employee that unless such amount is tendered within ten (10) calendar days, the employee will be reported to the CITY for termination from employment as provided for herein, and,
- (b) The UNION has furnished the Chief of the Fire Department with written proof that the foregoing procedure has been followed and has supplied the Chief with a written demand that the Employee be discharged for failure to conform to the provisions of this Article. The UNION will provide to the Chief, an affidavit signed by the UNION Treasurer, a certification that the amount delinquent does not exceed the UNION dues or agency fees.

ARTICLE III - MANAGEMENT RIGHTS AND SECURITY

Section 1. Managment Rights. The CITY, on its own and on behalf

of its Electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and the constitution of the State of Michigan and of the United States, further, all rights which are ordinarily vested in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the CITY, including but without limiting the generality of the foregoing the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, materials, or methods of operations.
- (b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- (c) To sub-contract or purchase any or all work, processes or services except firefighter services as defined in this contract, or the construction of new facilities or the improvement of existing facilities;
- (d) To determine the number, location and type of facilities and installations.
- (e) To determine the size of the work force and increase or decrease its size.
- (f) To hire, assign and lay-off employees, to reduce the work week or the work day or effect reduction in hours worked by combining lay-offs and reductions in work week or work day.
- (g) To direct the work force, assign work and determine the number of employees assigned to operations.
- (h) To establish, change, combine or discontinue job classification and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications, provided, however, that such changes are grievable items.
- (i) To determine lunch, rest periods, and cleanup times, the starting and quitting time and the number of hours to be worked.
- (j) To establish work schedules.

- (k) To discipline and discharge employees for cause.
- (l) To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- (m) To transfer, promote and demote employees from one classification, department or shift to another.
- (n) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

Section 2. Management Security. Neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing, a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this article, the UNION shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to the normal duties. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

ARTICLE IV - HOURS OF WORK

Section 1. Normal Duty. The normal duty day for twenty-four (24) hour or shift personnel shall be twenty-four (24) hours. The normal work week shall consist of an average of fifty-four (54) hours, subject however, to the provisions of Section 2 of this contract.

Section 2. State and Federal Law. The period of duty, days off duty, and work hours per week of each employee shall be set in accordance with the Public Act 1925 No. 125, as amended or other applicable State and/or Federal law and shall not exceed the maximum limits set forth therein. Any amendments of Statutes requiring changes in the hours of the work week for Firefighters shall operate as an automatic amendment of the hours of work set forth in this contract.

Section 3. Work Cycle for Twenty-four (24) hour Shift Personnel. Twenty-four (24) hour shift personnel shall work a cycle that is agreed upon through negotiations between the UNION and the Chief of the Fire Department.

Section 4. Work Cycle for Seven and One-half (7 1/2) hour Personnel. Seven and one-half (7 1/2) hour personnel shall work a shift that is agreed upon through negotiations between the UNION and the Chief of

the Fire Department.

ARTICLE V - OVERTIME RATES

Section 1. Overtime Rates. Any twenty-four (24) hour or shift employee who works overtime shall be compensated, by payment in cash for the hours worked in excess of the average hourly work week of fifty-four (54) hours, at time and one-half (1 1/2) of hourly rate of pay. Such employee's base hourly rate of pay shall be computed by dividing the weekly pay by fifty-four (54), the average number of hours worked in a weekly period. All overtime shall be computed to the nearest half (1/2) hour for any time worked in excess of the regularly scheduled work period.

Section 2. Call Back Rates. Any employee who has completed the normal duty period and is called back for overtime work shall be compensated for such overtime work in accordance with this Section and Section 1. The employee shall be compensated at the overtime rate for a minimum of three (3) hours regardless of the amount of time actually worked on the call back. If the amount of the actual time worked on the call back is more than three (3) hours, then the employee shall be paid at the normal overtime rate for the actual time worked subject to the following conditions:

- (a) If a classified twenty-four (24) hour employee has foreknowledge of the work for which the employee has been called back and it has been prescheduled beginning no later than one hour before or after said employee has begun or completed the normal work day, the employee shall remain on duty and shall receive overtime compensation in cash for the time between the time the employee would have begun or completed the normal work day and the time the overtime work was scheduled to begin, subject to the provisions of Section 1., with regard to overtime worked.
- (b) If a classified employee voluntarily leaves the job for which the employee has been called back before the work is completed, the employee shall be compensated by payment in cash for hours actually worked, only, subject to the provisions of Section 1., with regard to overtime worked.
- (c) When a classified employee is called back for overtime work as in Section 2., outlined above, the employee will be compensated from the time the employee receives notice providing the arrival sign-in-time is within a reasonable period in comparison to other responding personnel.
- (d) If a classified employee does not qualify for compensation as outlined in (c), the employee will

be paid starting from the time the employee arrives at the fire scene and only for the time actually worked if deemed justified by the Fire Chief.

ARTICLE VI - FRINGE BENEFITS

Section 1. Insurance Protection. The CITY and the UNION agree that the following insurance protection shall be provided:

- (a) Double Indemnity Group Life Insurance: Double indemnity group life insurance in the amount of twenty thousand (20,000) dollars shall be made available at the CITY'S expense to every 24/37 1/2 hour employee of the fire department, for which insurance the CITY shall pay the entire premium for such period of time as the employee is on the active payroll for the City of Benton Harbor. Such life insurance coverage shall be effective July 1, 1979.
- (b) Group Health Insurance: Group Hospital and medical insurance (Master Medical Insurance coverage) shall be made available to every 24/37 1/2 hour employee of the department at the CITY'S expense. Included in such coverage shall be included the employee's spouse and legal dependent children under the age of 19, starting with nearest monthly enrollment period for new employees, and the nearest annual enrollment period for employees already on the CITY payroll who have not joined the group with the effective date of such insurance to be clearly established. See schedule below:

<u>Employees hired between and including</u>	<u>Effective Date</u>
Jan. 9 and Feb. 8	March 9
Feb. 9 and Mar. 8	April 9
Mar. 9 and Apr. 8	May 9
Apr. 9 and May 8	June 9
May 9 and June 8	July 9
Jun. 9 and July 8	Aug. 9
July 9 and Aug. 8	Sept. 9
Aug. 9 and Sept 8	Oct. 9
Sept 9 and Oct. 8	Nov. 9
Oct. 9 and Nov. 8	Dec. 9
Nov. 9 and Dec. 8	Jan. 9
Dec. 9 and Jan. 8	Feb. 9

Such insurance shall continue for such period of time as the permanent fulltime employee covered by said insurance remains on the active payroll of the City of Benton Harbor, until one (1) month after

termination or dismissal and three (3) months after retirement, or has otherwise continued the insurance as an individual at the employees own expense, or as provided for in (d) and (e) in Article 10, Section 1. Rider insurance shall be available under the group plan for employees dependent children over age 19 and other dependents.

- (c) Group Dental Insurance. The CITY shall provide a group dental plan at no expense to each 24/37 1/2 hour employee. Such plan shall cover the employee's spouse and legal dependent children to age 19. This coverage shall be available to any new employee upon completion of the probation period of employment by the City of Benton Harbor.

Section 2. Pension System. The CITY shall provide to each employee covered by this agreement a pension as provided for in the Charter of the City of Benton Harbor, Michigan as adopted June 12, 1921, and as amended and revised thereafter, and as may be subsequently amended.

Section 3. Sick Leave. For every non-service connected disability or illness, any twenty-four (24) hour employee shall have the right to take sick leave as provided by the sub-paragraphs hereunder:

- (a) Accrual: Every twenty-four (24) hour employee shall be entitled to sick leave with pay of five (5) days per year to be accumulated at the rate of ten (10) hours per month.

A new employee's sick leave shall start to accrue on the first day of the calendar month that is nearest the date of the date of starting employment on a permanent basis.

- (b) Computation of Service: A twenty-four (24) hour employee shall be considered to have completed a month of service if the employee has appeared on the payroll for a minimum of:

- (1) Eight (8) full work days for those months consisting of ten (10) or less days which are regularly scheduled work days.
- (2) Eight and one-half (8 1/2) full work days for those months consisting of ten and one-half (10 1/2) days which are regularly scheduled work days.
- (3) Nine (9) full work days for those months consisting of eleven (11) or more days which are regularly scheduled work days.

Any authorized days off which are covered by vacation or sick leave shall be considered as days worked. For the purpose of computation, Saturdays and Sundays shall be considered as full work days only when such days are regularly worked by an employee. Employees on military leave shall receive sick leave credit up to and including the month following the month in which such military leave begins.

- (c) Maximum Accumulation: Sick leave shall be accumulated without limitation. An official record of unused sick leave shall be maintained for each employee by the Personnel Department.
- (d) Utilization: An employee eligible for sick leave with pay may use such sick leave for absences due to personal illness, injury or exposure to contagious disease, upon the approval of the Fire Chief and the Personnel Director. Such employee may also use the sick leave upon the approval of the Fire Chief and the Personnel Director for absence due to personal illness, injury or death in the family or such illness, injury or death to persons outside the family for whose financial support or physical care the employee is principally responsible. For personal appointments with a physician, dentist or other recognized medical or paramedical practitioner, an employee must obtain authorization in advance of such appointment in order to utilize sick leave with pay. For twenty-four (24) hour or shift personnel such personal appointments should be made, when possible, on off-duty days. No sick leave may be taken in the quarter in which it is earned except for good reason, the validity of which is to be determined by the Fire Chief and the Personnel Director.
- (e) Limitation on Utilization: Sick leave may not be used before being accrued for any absence from work for which the employee is receiving workers compensation or payment of any kind from another employer or while the employee is receiving disability or retirement benefits, or prior to the successful completion of the probationary period. Accrued sick leave shall be discharged at the same rate as time actually taken off, computed to the nearest one-half (1/2) hour.
- (f) Authorization of Sick Leave: An employee on sick leave shall inform the Shift Commander of the fact and reason for absence as soon as possible. Failure to do so prior to 8:00 a.m. on the first day of absence shall be cause for denial of pay for the period of unauthorized absence. A written request for sick leave, specifying the reason for

sick leave, signed by the employee, shall be approved by the Department Head and filed with the Personnel Director immediately after the employee's return to work, together with such other substantiating information as the Department Head and Personnel Director may require.

- (1) Substantiation: An employee shall substantiate the use of sick leave by such reasonable means as the Fire Chief may require. Falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.
 - (2) Physcial Examination: An employee on authorized absence for more than two (2) consecutive duty days due to illness or for any period due to injury shall return to duty only after examination and release for work by a physician. If an employee is absent for less than the period specified above, the Fire Chief may require a physical examination before the employee is released for work.
- (g) Payment for Unused Sick Leave: Each employee who terminates the services with the CITY, or in the case of the employee's death, each-beneficiary of such employee, shall receive a cash payment representing one-half of all of that employee's unused sick leave hours which have accumulated since April 5, 1954. This sick leave payment shall be computed as follows:
- (1) At thirty-three-and one-third percent (33 1/3%) of the hourly rate that the employee was receiving at the time of termination or at the time of death where the employee possessed from one to fifteen years of continous service.
 - (2) At fifty percent (50%) of the hourly rate that the employee was receiving at the time of termination or death where the employee possessed from fifteen to twenty years of continuous service; or at the employee's request for any excess over 720 hours of accumulated sick leave.
 - (3) At seventy-five percent (75%) of the hourly rate that the employee was receiving at the time of termination or death where the employee possessed from

twenty to twenty-five years of continuous service, or at the employee's request for any excess over 1,440 hours of accumulated sick leave; and,

- (4) At one hundred percent (100%) of the hourly rate that the employee was receiving at the time of termination or death if the employee had accrued twenty-five or more years of continuous service, or if the employee had retired at full retirement age under the CITY'S Police and Firemans Pension Plan, or in the case of death, the employee had obtained either fifty-five years of age or twenty-five years of continuous service, or for excess over 2,160 hours of accumulated unused sick leave for which the employee requests payment.

Provided, however, that each employee or beneficiary may elect to forego the payment of accumulated unused sick leave as provided above and receive instead one hundred percent (100%) of all unused sick hours which have accumulated from April 5, 1954, up to and including July 1, 1975, computed at the hourly rate of pay at the time of termination or death.

For those employees hired prior to 1975, at the employee's option (whichever is the greater) the employee may elect to be paid the following:

- (a) One hundred percent (100%) of unused sick leave accumulated prior to 1975, only;
- (b) Fifty percent (50%) of all accumulated sick leave per the formula contained in paragraphs (1), (2), (3) and (4) above;
- (c) In no event shall an employee hired prior to 1975 be unable to rebuild sick time back if it becomes necessary to use this bank.

For the purpose of computing creditable

years of continuous service in payment of unused sick leave, any fractional part of a year equal to six months or more will be considered a year. Any fractional part of a year less than six months will be disregarded.

Section 4. Vacation Leave. The following rules shall govern the accrual, payment and computation of vacation leave:

- (a) Accrual: Effective with the date this contract is put into effect, all twenty-four (24) hour employees of the Fire Department of the City of Benton Harbor shall be entitled to vacation leave according to the following schedule:

<u>Length of Permanent Full Time Continuous Service</u>	<u>Number of Vacation Days Earnable</u>
1 -- 5 years	7 days
5 -- 10 years	8 days
10 -- 15 years	9 days
15 -- plus years	10 days

A new employee's vacation leave shall start to accrue on the first day of the calendar month that is nearest to the date of starting employment as a permanent employee. No vacation leave shall accrue while an employee is on leave and no longer carried on the active payroll of the CITY.

- (b) Computation of Service: An employee shall be considered to have completed a month of service if he has appeared on the payroll for a minimum of:

- (1) Eight (8) full work days for those months of consisting of ten (10) or less days which are regularly scheduled work days;
- (2) Eight and one-half (8 1/2) full work days for those months consisting of ten and one-half (10 1/2) days which are regularly scheduled work days; and,
- (3) Nine (9) full work days for those months consisting of eleven (11) or more days which are regularly scheduled work days. Any authorized days off which are covered by vacation or sick leave shall be considered as days worked. For the purpose of computation, Saturday and Sundays shall be considered as full work days only when such days are regularly worked by an employee. Employees on military leave shall receive vacation

leave credit up to and including the month following the month in which such military leave begins.

- (c) Maximum Accumulation of Vacation Leave: Vacation leave may be accumulated to a maximum of 13 work days by employees with less than 15 years of service, or a maximum of 18 1/2 work days for employees with 15 years of service or more, after which any excess not used within the fiscal year in which the maximum was reached shall expire. Any deviation from this policy will be for the welfare and needs of the department and with the approval of the Department Head, Personnel Director and the City Manager.
- (d) Utilization of Vacation Leave: During the course of the fiscal year, an employee may utilize the allowance of annual leave, on the basis of application approved by the Fire Chief as he prefers subject always to the descretion of the Department Head and the Personnel Director or designee(s), with the welfare and needs of the department to be considered in allowing untimely or extended vacations at peak work periods or when there is a shortage of help in the department. Employees request for vacation time earned will be approved at any time throughout the year provided that there is only one man per crew on vacation at any given time. Absence on account of sickness, injury or disability in excess of the time herein authorized for such purpose may, at the request of the employee, and within the descretion of the Department Head, be charged against accumulated vacation leave. No vacation leave may be taken in the quarter in which it is earned except for good reason, the validity of which is to be determined and approved or disapproved by the Fire Chief and the Personnel Director.
- (e) Limitations on Utilization: Vacation leave shall not be used until after the probationary period has been completed successfully unless prior approval of the Department Head and Personnel Director has been obtained. Vacation leave shall not be used before it has been accrued. Utilization of vacation leave shall be subject to the operating requirements of the Fire Department and the seniority preference of other employees. Time of vacation leave shall be chosen on the basis of first rank and then of seniority among those of the same rank. If probation is extended and employee terminates no refund is given for vacation time.

- (f) Authorization of Vacation Leave: An employee's written vacation leave request shall be approved by the Department Head and the Personnel Director of the CITY before it becomes effective.
- (g) Payment of Unused Vacation Leave: When an employee retires, dies or leaves the service of the CITY, the employee (or in the case of death, the beneficiary or beneficiaries) shall receive payment for any vacation time not taken. No vacation leave shall be allowed when the services of an employee are terminated and is still on probation.

Section 5. Holidays. The following is a list of recognized CITY holidays:

- | | |
|----------------------|---|
| 1 - New Year's Day | 8 - Thanksgiving Day |
| 2 - President's Day | 9 - Christmas Day |
| 3 - Good Friday | 10 - One day immediately prior to Christmas Day |
| 4 - Memorial Day | 11 - One day immediately prior to New Year's Day |
| 5 - Independence Day | 12 - M.L. King's Birthday |
| 6 - Labor Day | 13 - Any other day proclaimed in writing as a CITY Holiday by the City Commission during which the public offices of the CITY are closed. |
| 7 - Veteran's Day | |

Should a holiday fall on a Saturday, the preceeding Friday shall be considered as the holiday. Should a holiday fall on a Sunday, the following Monday shall be considered as the holiday.

- (a) Compensation For Holidays. All twenty-four (24) hour or shift personnel shall be paid, in addition to the regular or normal compensation, for one-half (1/2) of the established day rate of pay for each of the holidays listed above. This compensation is to be paid to all twenty-four (24) hour or shift employees for each of the holidays above. The employee has three (3) methods of disposing of holiday time:

- (1) The employee can elect to receive cash for the holiday at the time it earned;
- (2) Or the employee can accumulate the time and cash it in at a later date; and,
- (3) The employee can elect to take

compensatory time off at the employee's option provided that at no time will there be more than one person off on leave on any given crew. Compensatory time or cash-in shall occur within the fiscal year earned. Compensatory time not used shall automatically be paid-out at the end of the fiscal year.

Section 6. Longevity Pay. Additional compensation shall be paid to twenty-four (24) hour classified employees to provide financial recognition for long and faithful service. Longevity payments will be made only to those employees having continuous service (Article XII). Such compensation shall be paid to qualifying employees twice during the year, on November 15 and May 15. The longevity payment on November 15 shall be based on the pay received by the employee in salary or wages on May first (1st) to October thirty-first (31st) inclusive, and the longevity payment on May 15 shall be based on salary or wages from November first (1st) to April thirtieth (30th) inclusive. Longevity payments shall be made in accordance with the following table:

<u>Length of permanent Full time continuous service</u>	<u>Percentage of accumu- lated earnings</u>
Over 5 years	2 1/2 %
Over 10 years	5 %
Over 15 years	7 1/2 %
Over 20 years	10 %

Starting longevity shall be computed from the start of the work week in which an anniversary date occurs which changes the longevity percentage.

On changes from a lower to a higher percentage rate on longevity the higher percentage rate shall apply from the start of the work week in which the change occurs.

When an employee terminates the employment with the CITY, the CITY shall increase any money refund due for unused sick, vacation or holiday leave credits by the employee's longevity percentage shown above, and where an employee cashes in any unused sick leave credits prior to termination from the CITY'S service the refund shall likewise be increased by the longevity percentage.

Deductions made from final longevity payments shall be based on base earnings from the start of the longevity pay period in which termination or retirement occurs to the date of such termination or retirement.

Section 7. Payment for Education: Due to Section 6, ARTICLE VII, of this contract, the CITY agrees to pay for advanced education for employees of the fire department in the field of Fire Science and/or related fields. The amount of payment to be based on the employees

grade upon completion of each subject.

<u>GRADE</u>	<u>PAYMENT</u>
D	No Payment
C	Pay for Tuition
B or over	Pay for Tuition and Books

Section 8. Recognition of Employee Education: Recognition of all accredited college credits gained after employment for classified twenty-four (24) hour employees shall be as follows:

For an Associate's Degree	-	\$100.00 per year;
For a Bachelor's Degree	-	\$200.00 per year;
For a Master's Degree	-	\$300.00 per year;

This special recognition of scholastic achievement shall be paid in two (2) allotments during the year, said payments are to correspond with the payments of longevity, as far as time of payment, as set forth in Section 8 of this contract. Such financial recognition to be given only:

- (a) After the employee has reached the top step of the pay grade.
- (b) If the employee's education is in the field of Fire Science and related fields.
- (c) With the understanding that a firefighter's longevity pay or other supplementary benefits shall not be based on this allotment.

This payment is to be considered as just an extra remuneration, handled as a salary item, but not a part of an employee's regular salary.

ARTICLE VII - LEAVES OF ABSENCE

Section 1. Service Connected Medical Leave of Absence. Any permanent full-time employee who suffers an injury or illness as a result of a service-connected accident or condition may be granted (after a proper investigation by the physician, recommendation by the Department Head and approval by the Personnel Director and provided that the proper written report has been made to the Personnel Director within forty-eight (48) hours after the injury or illness takes place) leave with full pay for a period of not to exceed twenty-five (25) work days; provided, however, said twenty-five (25) day period shall represent the entire allowance for any one fiscal year and for any one illness or injury sustained on the job, regardless of whether or not there is an aggravation or recurrence of the injury or illness, and further provided that any compensation check received as a result of the service-connected disability with reference to the CITY'S

compensation insurance policy shall be endorsed and paid to the City Treasurer, and shall be credited to the proper funds of the CITY. Employee service status will be continuous during the period in which compensation benefits are being received.

Section 2. Worker's Compensation Disability. Any permanent full-time employee holding a position in the CITY service who receives Worker's Compensation benefits as a result of injuries sustained during the performance of duties as a CITY permanent full-time employee shall be granted a leave of absence without pay for the period of time of absence from the job and, while receiving such benefits, after the provisions of Section 1., above, have been applied, if they are applicable. Such permanent full-time employee shall have the right to return to the position at the termination of Worker's Compensation payments in lieu of salary or wage, and upon certification by a personal attending physician that the employee is again able to perform the duties of the job, provided that termination of Worker's Compensation insurance benefits in lieu of salary or wage has not been brought about through a lump-sum settlement to the permanent full-time employee by the compensation insurance carrier, and provided that the position still exists and the employee otherwise qualified. Such permanent full-time employee shall make application to return to the job immediately after the compensation insurance carrier has discontinued weekly compensation payments in lieu of salary and wage, and after being release by the attending physician as able to return to work.

Section 3. Leave Without Pay. A twenty-four (24) hour employee may be allowed a leave of absence without pay for a period not to exceed one (1) year, upon prior written approval of the Department Head and the Personnel Director and subject to the requirements as to continuity of service (Article X, Section 1.). Such leave shall be granted only when it shall not result in undue prejudice to the interest of the CITY beyond any benefits to be realized.

Before requesting leave without pay due to an illness or injury not attributable to the job, sustained by the employee or a member of the employee's family who is a legal dependent, said employee shall have exhausted all accumulated sick leave credits.

Before requesting leave without pay for reasons other than illness or injury, said employee shall have exhausted all accumulated vacation.

An employee who has Reserve or National Guard Military commitments which make it necessary for the employee to be absent from the job shall be granted permission to take leave without using accumulated vacation leave before requesting such leave. Also, during such leave (up to a period of two weeks) said employee will continue to accumulate sick and vacation time at the normal rate of accumulation.

Section 4. Military Leave. A twenty-four (24) hour employee who is inducted into the armed services of the United States, for a time not exceeding the normal draft period, shall be granted a leave of

absence without pay for the duration of time required for such period; and for a period of sixty (60) calendar days following the period as above provided, the employee shall have the right to return to the position, provided the position still exists and the employee is still otherwise qualified. Such employee shall not suffer any loss of rating or demotion of any kind whatsoever. Vacancies resulting from leaves granted under this section shall be filled only on a temporary basis.

Section 5. Special Leaves. Special leaves may be granted for serving on a jury or attending court as a witness, in which case the CITY shall pay the difference, if any, between the CITY pay and the jury or witness pay, provided, however, that the employee has been subpoenaed, is not performing such a service by choice, and being absent from duty this purpose has received prior approval from the Fire Chief and the Personnel Director. If all requirements have been met, the CITY shall pay the employee in full for the time so spent and the employee shall turn over to the CITY whatever pay the employee receives from the court. Any such witness or jury fee shall be credited to the payroll account of the department in which the employee regularly works. If any twenty-four (24) hour or shift employee is subpoenaed to testify in court on an off-duty day as to any matter connected with the official duties with the department, such employee shall be paid at the overtime rate, as defined in ARTICLE V, Section 2., for time actually spent in court.

Section 6. Official Duty Leave for Attending Seminars, Conferences, Training Sessions, Etc. Employees voluntarily attending approved-in-advance seminars and conferences shall be granted regular base rate of pay during absence from official duties and shall be allowed reasonable traveling expenses for such seminars and conferences attended. Both permission to attend such seminars and conferences and provisions for traveling expenses must be obtained in advance from the Department Head and the City Manager. However, no compensation shall be paid for time spent at seminars or conferences that would ordinarily be off-duty time for such employees voluntarily participating.

If a Department Head prescribes a course of study or training which has received prior approval of the City Manager, and makes it mandatory for certain employees to attend, such employees shall be compensated to the extent that the CITY has agreed for such compensation prior to the start of such course of study or training.

Employees may be reimbursed up to 100% for materials and tuition costs of training and/or self-improvement programs which have received prior approval of the Department Head and City Manager, the percentage of CITY participation to be determined at the time such training and/or self-improvement programs are approved by the CITY, or as provided for on an approved list of courses prepared by the CITY.

Guidelines and administrative policies shall be set up by the City Manager governing the CITY'S participation in the cost of all types of inservice training.

Section 7. Absence Without Leave. An employee is absent from

duty shall report the reasons thereof to the supervisor prior to the date of absence when possible and in no case later than the time at which the employee would normally report for work on the first day of absence. Any unauthorized absence in excess of three work days may be construed to mean that the employee has resigned, except under unusual circumstances with the approval of the Fire Chief and the Personnel Director.

Section 8. Educational Leave. An employee who is attending classes shall be allowed time off from work to attend these classes, with the approval of the Crew Captain and the Chief on the day of the class. Only one (1) employee shall be allowed to attend class at a time as manpower permits.

Section 9. Personal Leave Day. The CITY agrees to provide one (1) personal leave day per year for each employee within the Bargaining Unit. Such leave day must be requested by the employee and authorized by the Chief of the Fire Department.

ARTICLE VIII - SENIORITY, LAYOFF AND RECALL

Section 1. Seniority, Lay-Off and Call Back Rights. Both parties agree to the following:

- (a) Seniority: Seniority shall be based on hiring date.
- (b) Lay-Off: Such removals shall be accomplished by suspending in numerical order classified twenty-four (24) hour employees of least seniority in the Fire Department until such reductions are accomplished.
- (c) Call Back: If the Fire Department is again increased in manpower, the classified twenty-four (24) hour employee last suspended under the lay-off shall be reinstated first and each successive employee shall be reinstated in order of seniority until all employees suspended are back to work.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1. Purpose. To provide a means whereby an employee and management, can jointly discuss and process a grievance in an orderly manner with the aim of arriving at a satisfactory solution within a reasonable time period; and whereby a greater sense of the responsibility of the supervisor in dealing with employees may be encouraged so that judicious adjustment of grievances may be made whenever possible at the first level of the supervision.

Section 2. Objective. It is the objective of this Grievance Procedure:

- (a) To define complaints and grievances and the respective roles of the employee, the employee's organizational representative(s), and management.
- (b) To state the policy and procedure by which complaints and grievances may be processed in the most expeditious manner.
- (c) To promote and enhance good morale and reduce employee turnover.

Section 3. Definitions. The following definitions shall apply regarding this grievance procedure:

- (a) Complaint: If an employee feels he has a problem, the employee must discuss it first with the immediate supervisor before proceeding to the next level of supervision, unless the complaint is against the immediate supervisor; in which case the employee may present the complaint to the supervisor's immediate supervisor. If the problem cannot be satisfactorily resolved at the initial level of supervision, an employee may elect to continue to try to resolve the problem satisfactorily through discussions with higher levels of supervision. In that case, the employee shall be considered as having a complaint, and (not a grievance, and shall follow the procedure as outlined in Section 6.) An employee may use the grievance procedure by putting the complaint in writing at any level of supervision above the first level.
- (b) Grievance: A grievance may be filed on any matter arising from an employee's working condition or interpretation of CITY policy, and the employee/employer relationship. A grievance shall not be filed to establish new policies, change prevailing ordinances, or to short-circuit existing procedures where the appeal processes are already in existence. An employee may have a grievance concerning:
 - (1) The physical plant in which the employee works (for example, lighting, sanitation, etc.), or the equipment which the employee must operate.
 - (2) The methods and conditions which the employee uses and meets on a specific job (for example, unnecessary dangerous methods, speed-up, unnecessary inconvenient work hours, inadequate tools, etc.).

- (3) The relations with fellow employees (for example, a fellow employee shirks the share of work, a subordinate is insubordinate, a superior is unfair and inconsiderate or singles out the employee for undeserved humiliation or censure, or a group of employees is affecting the employee or the position in an unfair or illegal manner.)
- (4) CITY or departmental rules as they are applied to the employee (for example, an employee has been denied a leave of absence in circumstances under which others have been granted a leave of absence, etc.)
- (5) The improper administration of enforcement of this contract or any violation of any of the terms and conditions of this contract.

NOTE: The above are examples of possible grievances, and are not intended to limit or be the only circumstances under which a grievance may be filed.

Section 4. General Provisions of Complaints and Grievances: The following general provisions are also agreed upon by both parties:

- (a) All supervisory personnel shall attempt to answer all complaints informally at the first level of contact.
- (b) An employee may file a grievance without jeopardizing the employee's position.
- (c) Grievances must be initiated by the employee concerned, but the employee must also be accompanied by their organization representative(s). Both employee and organizational representative(s) have a responsibility to use good judgement in exercising the rights under this procedure.
- (d) A grievance must be filed within seven (7) calendar days of the incident, condition, or circumstance which caused it.
- (e) Grievances may be discussed and processed on CITY time, except that no overtime shall be allowed if the proceedings carry over and extend beyond the employee's or the employee's organizational representative(s)' regular work day.

- (f) When it becomes necessary for an employee's organizational representative(s) who works for the CITY to leave the place of work for the purpose of investigating a grievance, the employee shall obtain authorization before leaving the job.
- (g) The employee concerned and the organizational representative(s) will cooperate with the CITY in such a manner that there will be a minimum of interference with the normal operations of the CITY's work.
- (h) At no time shall any CITY representative, such as a supervisor, department head, or member of the Personnel Department, sit down with an employee and the organizational representative(s) to discuss a grievance formally which has not been presented through the channels set forth in this grievance procedure.
- (i) If the employee and the organizational representative(s) fail to proceed with the grievance within any of the time limits specified in this policy, it shall be assumed that the grievance has been settled on the basis of the last decision reached.
- (j) A decision on an employee grievance must be given to an employee and the organizational representative(s) within the time limits established in this procedure. If a supervisor feels that a solution cannot be recommended, the supervisor shall submit a written report to the next higher immediate supervisor, with a copy to the employee and the organizational representative(s). The employee and the organizational representative(s) then may automatically proceed to the next step of the grievance procedure. An extension of the time limits specified for any step in the grievance procedure may be provided when mutually agreed upon by both parties.
- (k) Once a grievance is presented, and the department notified of the organizational representative(s), any subsequent meetings concerning this grievance shall include said organizational representative(s).
- (l) An earnest effort shall be made by management to cooperate with employees in the prompt resolution of grievances in an amicable manner.

Section 5. Employee Organization. When an employee has formally notified the CITY than an employee's organizational representative(s) will work with the employee and represent the employee's interest in presenting the grievance, and processing said grievance, the employee organization shall be entitled to the following rights:

- (a) Reasonable access to work location, and a right to interview employees and supervisors in order to obtain the facts in making an investigation. Authorization for such access must be cleared by the Department Head. This authorization shall be granted except in an emergency.
- (b) To be notified of the time and place of grievance proceedings.
- (c) To be present at all steps of the grievance procedure and have an opportunity to state the organization's position on the grievance.
- (d) To receive copies of any written decisions or summaries concerning the grievance hearing.

Section 6. Intent. The intent of this procedure is that an employee shall have full opportunity to air a complaint or grievance with the immediate supervisor, and proceed through the various steps of the procedure until the complaint or grievance has been resolved.

All levels of supervisors are directed to consider complaint and grievances as a first order of business, and in proceeding grievances where there is an immediate safety hazard, or if circumstances allow more prompt proceedings of a grievance, the maximum time limits stated should not be used.

Section 7. Informal Complaint Procedure. An employee who has a problem or complaint shall first try to get it settled through discussion with the immediate supervisor, without undue delay. Every effort shall be made to adjust all problems and complaints on an informal basis between the employee and the immediate supervisor. If, after discussion with the employee's immediate supervisor, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with the supervisor's supervisor. If a complaint is against the immediate supervisor, the employee may present the complaint to the supervisor's immediate supervisor. An informal appeal shall not be taken above the Department Head. Every effort should be made to find an acceptable solution by informal means. If an employee is not in agreement with the decision reached by discussion, the employee may at any time and at any level of supervision file a formal appeal, in writing, in conjunction with the organizational representative(s), to the next level of supervision, as outlined in Section 8 of this Agreement. All supervisors must act promptly in seeking solutions to problems and complaints.

Section 8. Formal Grievance Procedure. The following steps will

be taken to dispose of an employees formal grievance:

Step 1: Employee and the organizational representative(s) present grievance, in writing, to the employees second-level supervisor. If, after discussion with employee's immediate supervisor, the employee and the organizational representative(s) do not believe the problem has been satisfactorily resolved, and the employee does not wish to follow the informal procedure in Section 7, the employee and the organizational representative(s) shall present the employee's grievance, in writing, to the employee's supervisor's immediate supervisor within seven (7) calendar days, who must, in writing, inform the employee and the organizational representative(s) of the results. If a reply is not received within seven (7) calendar days, or if the employee and the organizational representative(s) do not feel the problem has been satisfactorily resolved by the decision, proceed to Step 2 to make an appeal.

Step 2: The employee and the organizational representative(s) should submit the grievance, in writing, to the Department Head within seven (7) calendar days following the conclusion of Step 1. The Department Head should respond within seven (7) calendar days following the investigation, and should meet the employee and the organizational representative(s); a transcript of the minutes to be provided to the employee and the organizational representative(s). A copy of the written grievance provided for in Step 2 should go to the Department Head and the Personnel Department.

Step 3: If Step 2 has not resolved the grievance to the satisfaction of the aggrieved employee and the organizational representative(s), then the employee and the organizational representative(s), along with the Department Head, should refer the entire matter, officially, to the Personnel Department for review and such action as that Department may take to mediate a resolution of the difficulty. Referral to the Personnel Department officially should take place within seven (7) calendar days following the conclusion of Step 2. If the Personnel Department has not been able to resolve the matter within seven (7) calendar days following receipt of official notice and request to that department, the entire grievance procedure should then be reviewed by the City Manager at the end of the seven (7) calendar days during which the Personnel Department has considered the matter. The City Manager should complete a review and give a decision, in writing, to the employee and the organizational representative(s) within seven (7) calendar days of receipt of referral from the Personnel Department.

Step 4: If the City Manager's decision is not acceptable,

the Fire Department Member and the organizational representative(s) may request arbitration on a grievance by submitting a request to the CITY, in writing, within seven (7) calendar days following receipt of the City Manager's decision.

Upon receipt of a request for arbitration, the parties involved shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service or from the Michigan Employment Relations Commission. One (1) arbitrator shall be selected by the parties, alternately striking a name from the panel. The name remaining shall serve as the arbitrator. The fees and expenses for the arbitrator shall be borne by the losing party except that if there is no discernible losses, the costs shall be borne equally by the UNION and the CITY.

The arbitrator shall be limited to the application and interpretation of this Agreement as written and shall have no authority to add, subtract from or modify this Agreement in any respect.

ARTICLE X - SPECIAL PROVISIONS

Section 1. Requirements as to Continuity of Service. Service requirements for advancement within a pay range for other purposes as specified in this Agreement shall have continuous service which means employment in the CITY service without break, or interruption, except as otherwise provided below:

- (a) A classified twenty-four (24) hour employee, whose absence from duty, other than as provided for in paragraph (c) below, shall have exhausted such applicable leave credits as the employee may have accumulated shall be allowed an additional thirty (30) calendar days of continuous service, dating from the date the employee's name last appears on the active payroll. Before the expiration of this thirty (30) calendar days period, leave of absence without pay may be applied for by the employee concerned as provided for in Article 7, Section 3. If applied for and granted, such leave of absence without pay shall be deducted in computing total service, but shall not interrupt continuity of service. If leave of absence without pay is not applied for, or if applied for and not granted, the employee concerned shall be considered to have terminated services with the CITY. No leave credits shall be given for those months an employee is not on the active payroll and has not met with the requirements of Article VII, Section 1.

- (b) Continuity of service for a classified twenty-four (24) hour employee on military leave, shall be as provided for in Article VII, Section 5.
- (c) Leave for which a classified twenty-four (24) hour employee is receiving worker's compensation during a period of time when the employee is not on the active payroll due to illness or injury for which the employee is receiving such worker's compensation shall not be deducted from and shall not interrupt employee's continuity of service.
- (d) If a classified twenty-four (24) hour employee makes a lump-sum settlement with CITY'S compensation insurance carrier at a time when employee is still unable to return to work employee's continuity of service shall be considered terminated at the time settlement is made.
- (e) If a classified twenty-four (24) hour employee is transferred from active CITY payroll to duty-incurred disability under one of the retirement systems, the period of the on-duty-incurred disability shall not be deducted from and shall not interrupt continuity of service.
- (f) If a classified twenty-four (24) hour employee transfers from the active payroll to non-duty-incurred disability under one of the CITY'S retirement systems, the period of time on non-duty-incurred disability shall be deducted from, but shall not interrupt continuity of service.
- (g) If a classified twenty-four (24) hour employee transfers from one CITY department to another, continuity of service with the CITY shall be uninterrupted. However, seniority in the department to which the employee transfers shall date from the start of employment in that department, and shall not be influenced by continuity of service as a CITY employee.
- (h) If a classified twenty-four (24) hour employee is on lay-off in excess of fifteen (15) consecutive calendar days, such time laid off shall be deducted from, but shall not interrupt, continuity of service.

Section 2. Anniversary Dates. The anniversary date for advancement within a class grade shall be the exact anniversary of the month and date on which an employee starts the second step, after having completed a successful probationary period. For payroll purposes any advancement in salary or wages shall date from the

anniversary date.

Section 3. Plus Rates for Higher Skills. In any case when a classified Civil Service Employee is qualified for and is temporarily required to serve in and accept the responsibility for work in a higher classification, such employee shall receive the entrance rate of that class or a rate of 5% above the present base rate of pay, whichever is higher, while so assigned. Such temporary assignment to a higher class to qualify for the higher rate of pay shall be regular and continuous in character for one full day. No increase in compensation shall be awarded an employee for a fraction or part of a day. Such employees shall not be so assigned or paid at the plus rate of pay for a period in excess of five (5) work days without prior approval of the Personnel Director. The period for which a plus rate is approved shall be clearly established and if use of the plus rate is to be continued for an indefinite period of time, the review of its use shall be made by the Personnel Director at four-week intervals, and a determination made at that time if continuation of the plus rate is justified or if a promotional examination shall be scheduled to allow eligible employees to compete by examination for permanent assignment to the higher classification. An employee may be temporarily assigned to work of any class in the same or a lower pay grade without change in pay. A Firefighter working as a Lieutenant shall be paid the entrance rate for Lieutenants, and a Lieutenant working as a Captain shall be paid the entrance rate for Captain.

Section 4. Civil Service. Refer to Section 2.21 and 2.22 of the Charter of the City of Benton Harbor, Michigan, as adopted June 21, 1921; amended September 4, 1928; revised April 5, 1945; amended September 4, 1954; and as may be subsequently amended (See ARTICLE XI, Section 1, of this Agreement).

Section 5. Authorized Payroll Deductions: The following shall apply for authorized payroll deductions:

(a) The CITY is authorized either by law or by the employee's permission to make the following deductions, as they apply, from the payroll of permanent full-time, permanent part-time and temporary/seasonal employees:

- (1) Deduction to cover Federal and State Income Tax;
- (2) Employees contribution to Retirement Funds;
- (3) Such payments to Group Health Insurance Plan as are not paid by the CITY;
- (4) Payments on Credit Union Savings and Loans; and
- (5) Such other deductions as may be

authorized by the City Commission and the employees, except as otherwise provided by law.

- (b) In final compensation paid to employees who terminates or retires, or in payment for sick leave cashed in prior to termination or retirement, the following deductions shall be made:

(1) Final Payment for Unused Vacation Leave:

Federal Income Tax;
State Income Tax; and
Pension.

(2) Final Payment for Unused Sick Leave or for Cashing in Unused Sick Leave Prior to Retirement:

Federal Income Tax; and
State Income Tax.

NOTE: Pension or Social Security are not deducted from final payment for unused sick leave, or from sick leave cashed in prior to termination or retirement, because such payments do not figure in Pension or Social Security benefits.

(3) Final Longevity Pay;

Federal Income Tax;
State Income Tax; and
Pension.

Section 6. Payments of Final Compensation Following Death of an Employee. Any final salary or other compensation due an employee at the time of death, such as compensatory time, sick or vacation leave, longevity or any other such compensation which may be due the employee shall be paid to the beneficiary or beneficiaries named in such employee's pension records, unless such employee has given to the Personnel Director written instructions to the contrary, witnessed and signed.

Section 7. Productivity Improvements. In return for the compensation granted under this Agreement, the fire personnel will perform the following additional duties outlined below:

- (a) Undertake physical fitness program to bring all personnel up to Air Force Standards, based on Chart

2 of the Royal Canadian Air Force 5 BX Program to include 300 running in place exercises within two years. Employees will be given yearly physical examinations, including chest X-Ray, stress EKG, blood and urine examinations. These exams will be given during the employee's on duty time when this can be arranged. The Program will be mandatory for all personnel unless excused by a physician for a valid reason or at the discretion of the Chief or Officer in Charge.

- (b) Fire Department will undertake "company inspections" as requested by the Fire Chief.

Section 8. Food Allowance. A food allowance at the rate of sixteen (\$16.00) dollars per week per employee shall be paid by the CITY. This allowance is to paid weekly and directly to each firefighting crew as partial reimbursement for food items, except for extended leave periods.

Section 9. Reciprocal Aid. Definition: Refer to Reciprocal Aid Agreement approved City Commission October 11, 1976.

It is not the intent to make the Benton Harbor Fire Department act as a strikebreaker. However, mutual assistance shall be given to any other community by the employees of the Fire Department in the absence of regular full-time Firefighters of the Fire Department of the receiving community in order to preserve and protect human life.

Section 10. Copy of Contract. The CITY will provide for each member a copy of the Contract complete with Index of Document.

Section 11. Insurance Company Selection. When present insurance company contract expires, the UNION will be notified in advance of Contract renewal or change.

Section 12. Two-Week Payroll. The UNION agrees to the CITY'S proposed plan of a Bi-Weekly payroll: Bi-Weekly meaning every other Tuesday.

Section 13. Notice of Changes of Rules and Regulations. The CITY agrees to provide a ten (10) Day Notice to the UNION of any changes in the Fire Department Rules and Regulations and any changes in manpower.

Section 14. Driver's Pay. It is agreed by both parties that current employees (those hired prior to July 1, 1984,) will continue to received Driver's Pay. Any employees hired after July 1, 1984, will not receive driver's pay because the ability to drive fire equipment is now a prerequisite for employees. This means that all new employees must learn to drive the equipment during the probationary period in order to qualify for permanent employment.

Section 15. Additional Items. In addition to those items listed

in the contract the following items were discussed and agreed upon in negotiations:

- (1) Back Pay and Holiday Pay: Upon ratification of said Agreement back pay and holiday pay will be paid on October 31, 1984.
- (2) To those members whose retirement benefits might be changed by the additional pay due them for the period of July 1, 1983 to the signing of the contract, a lump sum payment shall be figured and the retirement benefit adjusted.

ARTICLE XI - GENERAL PROVISIONS

Section 1. General Provisions. Both parties agree to honor the following General Provisions:

- (a) Other Remedies: The grievance procedures provided in this contract shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.
- (b) Past Practices: Both the CITY and the UNION subscribe to the principal that this contract should be the complete agreement between the parties. The parties, however, recognize that it is most difficult to enumerate in an Agreement, practices inherent in a relationship of many years duration. Therefore, if any claimed understanding, Agreement, or past practice comes to the attention of either party during the life of this Agreement, which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

If the parties are unable to reach agreement within thirty (30) days of the initial meeting, the dispute shall be submitted to Civil Service under the Grievance Provision of this Agreement. The UNION shall have the burden of proving a past practice and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the CITY shall prevail only if the CITY can show fair and reasonable justification for the change.

- (c) Re-Opening Clause: It is expressly understood and agreed that the bargaining unit shall have, upon written notice to the CITY, the specific right to re-open negotiations with respect to any changes in

the present Police and Fire Pension System, which said changes are due to revision or amendment of the City Charter as referenced in ARTICLE VI, Section 4, of this Agreement. Per this right, the CITY hereby agrees to negotiate in good faith the prevention of loss of pension benefits presently provided to members of the Bargaining Unit.

It is further understood that the CITY agrees to confer with the Bargaining Unit with respect to changes in the present Merit System Ordinance, as those changes effect the members of the Bargaining Unit. Also, except as provided above, 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 the right and opportunity are set forth in this Agreement.

- (d) Discipline and Discharge: The CITY and UNION have agreed to the following disciplinary policy in regard to driving under the influence of liquor, impaired driving convictions, or other alcohol related criminal offenses.
- (1) Should a member of the UNION while employed by the CITY be convicted of driving under the influence of liquor, impaired driving, or another alcohol related offense, a letter of probation shall be placed in their file, upon first occurrence.
 - (2) Should the firefighter, who has been placed on probation, go one year from the date of the conviction, without any subsequent alcohol related conviction, then the letter of probation shall be premanently removed from the firefighter's personnel file.
 - (3) That a firefighter, who has been placed on probation for an alcohol related conviction, have a second alcohol related conviction within one year of the previous offense, the previous letter of probation shall become a permanent part of his personnel file, and shall receive a 24-hour suspension without pay for the second offense.

- (e) Residency: Fire Department employees shall be required to live within ten (10) miles of the Benton Harbor City limits, except for present firefighters now living outside the ten (10) mile limit. New employees must comply with this Section within six (6) months after successful completion probation.

ARTICLE XII - SEPARABILITY

Section 1. Separability. This contract is subject to the laws of the State of Michigan with respect to hours, rights, duties, and obligations of the CITY. The UNION and the employees in the bargaining units, and in the event that any provision of this contract shall at any time be held contrary to law by a court of competent jurisdiction of whose final judgement or decree and no appeal has been made within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this contract shall, insofar as possible, continue in full force and effect.

ARTICLE XIII - DURATION

Section 1. Duration. This contract shall become effective on the first day of July, 1983, and shall remain in full force and effect for a period of three (3) years.

Section 2. Future Negotiations. The parties agree that commencing not later than five (5) months prior to the end of the effective date of this contract, they will undertake negotiations for a new contract for a succeeding period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the 3rd day of October, 1984.

INTERNATIONAL ASSOCIATION OF
FIREFIGHTER, AFL-CIO LOCAL 685

CITY OF BENTON HARBOR

Thomas Fogarty
Thomas Fogarty
Lieutenant (President)

Ellis E. Mitchell 10/3/84
Ellis E. Mitchell
City Manager

Robert Goff
Robert Goff
Firefighter (Vice President)

William Lilly
William Lilly
Assistant City Manager

Dan Jones
Dan Jones
Firefighter (Secretary)

Ernest White, III
Ernest White, III
City Attorney

Ken Peters
Ken Peters
Lieutenant (Representative)

Marcia Robinson
Marcia Robinson
Personnel Manager

Sam Watson
Sam Watson
Public Safety Director

ATTESTED BY:

Margaret Bowman
Margaret Bowman
City Clerk

David Lincoln
David Lincoln
Fire Chief

KP/mg

- President Ken Peters
- Vice President Bob Goff
- Sec./Treasurer Larry Wycoff

685:

As of December 5, 1984, the following is the list of the new elected officers for International Association of Fire Fighters, Local

RE: Election of new officers December 4, 1984

FROM: Ken Peters, President Local 685

TO: Eltis Mitchell, City Manager

EM/NE
12/5/84

December 5, 1984

CITY OF BENTON HARBOR
MICHIGAN



FIREFIGHTERS SALARY SCHEDULE
 APPLICABLE TO INTERNATIONAL ASSOCIATION OF
 FIREFIGHTERS, AFL-CIO, LOCAL #685

Firefighter

	<u>PAY BASIS</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
83-84	Annual	17,047.83	18,457.63	18,982.33
	Weekly	327.84	354.95	365.04
	Hourly (54.0)	6.0711	6.5731	6.7600
84-85	Annual	18,070.70	19,565.09	20,121.27
	Weekly	347.51	376.25	386.95
	Hourly (54.0)	6.4354	6.9676	7.1657
85-86	Annual	18,793.53	20,347.69	20,926.12
	Weekly	361.41	391.30	402.43
	Hourly (54.0)	6.6928	7.2463	7.4524

Lieutenant

83-84	Annual	20,093.21	20,691.05
	Weekly	386.41	397.90
	Hourly (54.0)	7.1557	7.3685
84-85	Annual	21,298.80	21,932.51
	Weekly	409.59	421.78
	Hourly (54.0)	7.5850	7.8107
85-86	Annual	22,150.75	22,809.81
	Weekly	425.98	438.65
	Hourly (54.0)	7.8885	8.1231

Captain

83-84	Annual	22,512.13	22,676.43
	Weekly	432.93	436.09
	Hourly (54.0)	8.0172	8.0757
84-85	Annual	23,862.86	24,037.01
	Weekly	458.90	462.25
	Hourly (54.0)	8.4981	8.5602
85-86	Annual	24,817.37	24,998.49
	Weekly	477.26	480.74
	Hourly (54.0)	8.8381	8.9026

		Start	1st year	2nd year
Firefighter	Present	\$16,932.86	\$17,412.86	\$17,907.86
	83-84	\$17,047.83	\$18,457.63	\$18,932.33
	84-85	\$18,070.70	\$19,565.09	\$20,120.33
	85-86	\$18,793.53	\$20,347.69	\$20,925.14
Lieutenant	Present	\$18,955.86	\$19,519.86	
	83-84	\$20,093.21	\$20,691.05	
	84-85	\$21,293.80	\$21,932.51	
	85-86	\$22,150.75	\$22,809.81	
Captain	Present	\$21,237.86	\$21,392.86	
	83-84	\$22,512.13	\$22,676.43	
	84-85	\$23,862.86	\$24,037.01	
	85-86	\$24,817.37	\$24,993.49	

BENTON HARBOR FIRE DEPARTMENT - BI-WEEKLY PAYROLL

Effective 7/1/84

EMPL. NO.	NAME	TITLE	BI-WEEKLY	HOURLY	ANNUAL	OVERTIME HRI
50503	Lincoln, David	Chief	1117.02	14.8935	29,042.28	22.3403
32962	Stump, Marilyn	Adm. Asst.	591.57	7.8876	15,380.82	11.8314
22254	Corzine, Alva	Capt.	924.50	8.5602	24,037.01	12.8403
40006	Hill, Larry	Capt.	924.50	8.5602	24,037.01	12.8403
13251	Baskin, Ron	Capt.	917.80	8.4981	23,862.86	12.7472
30001	Fogarty, Thomas	Lieut.	843.56	7.8107	21,932.51	11.7161
64251	Peters, Kenneth	Lieut.	843.56	7.8107	21,932.51	11.7161
90759	Wycoff, Larry	Lieut.	819.18	7.5850	21,298.80	11.3775
33009	Goff, Robert	Frm.	773.90	7.1657	20,121.27	10.7486
74994	Seats, Eugene	Frm.	773.90	7.1657	20,121.27	10.7486
40129	Hodges, Waymon	Frm	773.90	7.1657	20,121.27	10.7486
74530	Shull, Curtis	Frm.	773.90	7.1657	20,121.27	10.7486
44331	Johnson, Joe	Frm.	773.90	7.1657	20,121.27	10.7486
13278	Bell, Rory	Frm.	773.90	7.1657	20,121.27	10.7486
52277	Luhrs, Kevin	Frm.	773.90	7.1657	20,121.27	10.7486
44701	Jones, Dan	Frm.	752.50	6.9676	19,565.00	10.4514
16022	Brady, Roy	Frm.	752.50	6.9676	19,565.00	10.4514
31791	Franklin, Steve	Frm.	752.50	6.9676	19,565.00	10.4514
25885	Durham, Dan	Frm.	695.02	6.4354	18,070.70	9.6531
74548	Scarborough, Rick	Frm.	695.02	6.4354	18,070.70	9.6531
			<u>16,046.53</u>			

Relief officers: 1st Lt. / Capt. 9131
 2nd Lt. / Capt. 6874
 3rd Frm. / Lt. 4193

(Ration Pack - 154 hr.)

APPENDIX B
JOB DESCRIPTIONS

Denton, Michigan, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

CITY OF BENTON HARBOR

JOB DESCRIPTION

TITLE: FIRE CAPTAIN

Exempt

General Summary

Under the supervision of the Fire Chief, serves as Shift Commander, supervising and coordinating the activities of Fire Department personnel assigned to a specific shift. Inspects station equipment and facilities to insure compliance with departmental maintenance standards and conducts regular in-house training sessions for firefighting personnel. Supervises and directs the extinguishment of fires and fire prevention activities.

Typical Duties:

1. Plans and assigns personnel to a specific station activity and equipment operation, assuring adequate complement is on duty and prepared for service at all times.
2. Supervises personnel on an assigned shift, providing training, counseling, and making authoritative disciplinary recommendations when necessary. In addition, prepares records on the hours worked of shift personnel for payroll purposes.
3. Directs and plans fire control activities at the scene, assigning personnel and utilizing equipment for most effective use.
4. Assists in coordinating firefighting activities at large fires or special emergencies with the Fire Chief or officer in command, receiving task assignments, minimizing harm to citizenry, building structure and contents.
5. Directs the routine maintenance and clean-up of equipment, filling tanks, drying and testing hoses along with light repair on equipment.
6. Inspects fire station facilities, equipment and personnel to insure compliance with departmental standards and operation readiness.
7. Directs the testing and inspection of fire equipment to ensure proper functioning during emergency use.
8. Maintains a variety of records and prepares reports involving fire activities, equipment use and maintenance, fire personnel, etc.
9. Receives and incorporates procedural and policy changes from the Fire Chief and makes recommendations for changes when necessary.

FIRE CAPTAIN (Continued)

10. May assist with fire inspections to enforce applicable state and local codes, ordinances and regulations concerning fire safety.
11. Performs the duties of lower level firefighting personnel as workloads, temporary absences or emergencies dictate.
12. Performs other duties as assigned.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

Employment Qualifications

Education: Possession of a high school diploma or the equivalent.

Experience: A minimum of seven years of progressively more responsible firefighting experience or the equivalent. Six months break-in period.

Necessary Special

Requirements: Successful completion of the training courses sponsored by the Michigan Firefighters Training Council which included basic first aid or the equivalent is a condition of continued employment in this classification.

Possession of a valid Michigan Vehicle Operator's License.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

FSS 12/83

City of Benton Harbor

JOB DESCRIPTION

TITLE: FIRE CHIEF

Exempt

General Summary:

Under the general direction of the Public Safety Director, coordinates and directs all emergency and non-emergency operations and activities of the Benton Harbor Fire Department. Supervises a staff engaged in firefighting, equipment, building and grounds maintenance, fire investigation and prevention and emergency medical services.

Typical Duties:

1. Directs and supervises the activities of the Benton Harbor Fire Department employees.
2. Plans, develops and oversees the operations of the Fire Department and implements the policies and procedures in accordance with municipal codes and applicable laws and regulations.
3. Assigns duties and determines work schedules for departmental personnel by direct order or through lower level officers. Considers availability of personnel and critical fire periods.
4. Prepares preliminary budget based on past experiences, present needs and future expectations, submitting for approval. Monitors expenditures throughout the year.
5. Directs departmental activities on fires and coordinates firefighting activities with other departmental supervisory personnel where multiple units are involved.
6. Supervises activities, participates in the recruiting and hiring, and directs the training, counseling, evaluating and disciplining of Fire Department personnel.
7. Regularly confers with the Public Safety Director, discussing broad policy guidelines, procedures and matters of mutual concern to eliminate duplication of efforts. Carries out major changes in policy or direction.
8. Periodically evaluates fire prevention services. May conduct field inspections in case of serious hazard or at post-fire scenes where arson is suspected.
9. Assures that firefighting equipment is in good repair. Recommends the purchase of new equipment. Prepares bid specifications for new equipment.

FIRE CHIEF (Continued)

10. Plans the future growth of the Fire Department, considering the expansion of operations and community growth, making recommendations for needed personnel, facilities and equipment.
11. Maintains good working relations with other fire departments, the press and the general public.
12. Attends meetings and conferences and reads publications to keep abreast of the latest fire prevention and firefighting techniques.
13. Performs the duties of lower level fire personnel as workloads, temporary absences or emergencies dictate.
14. Performs other duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications:

Education: Special or technical training equivalent to several years of college in Fire Science or related field.

Experience: A minimum of ten years of progressively more responsible fire service experience or equivalent. Twelve months break-in period.

Necessary
Special

Requirements: Successful completion of the training courses offered by the Michigan Firefighters Training Council or equivalent is a condition of continued employment in this classification.

Possession of a valid Michigan Vehicle Operator's License.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

FSS 12/83

CITY OF BENTON HARBOR

JOB DESCRIPTION

TITLE: FIREFIGHTER

Non-Exempt

General Summary:

Under the supervision of a higher classified officer, responds to emergency fire and rescue service requests as part of a firefighting company. Carries out a variety of tasks relating to setting up firefighting apparatus, controlling fires and life saving, using defined procedures and practices. In addition, performs routine maintenance and cleaning on fire equipment and physical facilities at the fire station.

Typical Duties:

1. Receives notification of fires, accidents and medical emergencies, and promptly serves as driver or crew member on rescue or fire apparatus, traveling to requested service area.
2. Receives general procedural assignments and carries out supportive tasks such as laying and connecting hose lines, setting water pressure, readying manual equipment, opening hydrants and positioning equipment.
3. With emphasis on life saving, enters burning buildings to rescue trapped or confused individuals. May provide first aid as circumstances dictate.
4. Participates in extinguishing and/or controlling fires by directing water or chemical solution to appropriate areas.
5. Ventilates building areas using axes and other cutting devices. Also uses shovels, wrenches and other manual tools.
6. Participates in post-fire cleanup, shutting down hydrants, returning equipment to apparatus and securing equipment.
7. Cleans equipment and apparatus, washing vehicles, testing and oiling equipment, and cleaning and drying hoses. Performs various building and grounds maintenance activities.
8. As assigned, performs assorted housekeeping chores at the fire station.
9. May serve as a dispatcher, receiving incoming departmental and emergency calls, dispatching equipment and personnel, and notifying other agencies such as utility companies as required by the situation.
10. Participates in a variety of fire prevention and fire safety activities, conducting public demonstrations, presentations and talks to schools and other interested groups.

FIREFIGHTER (Cont.)

11. Attends in-house and outside formal training sessions, involving the methods, techniques and procedures used in firefighting and emergency medical assistance.
12. Checks fire hydrants for working condition and to assure that water will not freeze.
13. Makes fire inspections of public buildings, factories and commercial establishments.
14. Responds to calls for emergency medical assistance. Maintains radio contact with medical facilities to receive guidance and direction, operates emergency medical equipment, and provides immediate treatment to alleviate symptoms or suffering. Checks vital signs and stabilizes emergency patients prior to reaching professional medical care.
15. Performs various clerical duties, maintaining records and preparing a variety of related reports, correspondence, and memos regarding emergency and non-emergency departmental activities.
16. Takes blood pressure readings of department employees and members of the public, and participates in physical conditioning exercises in order to maintain satisfactory health and physical condition required for the work.
17. May perform other duties as ordered.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications

Education: Possession of a high school diploma or the equivalent.

Experience: This is an entry level classification, no specific prior experience is required. Twelve months break-in period.

Necessary Special

Requirements: Successful completion of the training courses sponsored by the Michigan Firefighters Training Council which included basic first aid or the equivalent is a condition of continued employment in this classification.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

FSS 11/83

City of Benton Harbor

JOB DESCRIPTION

TITLE: FIRE LIEUTENANT

Non-Exempt

General Summary:

Under the supervision of a Fire Captain, serves as Assistant Shift Commander, overseeing the company's response to fire alarms or medical emergencies in the absence of the Captain on an assigned shift. Prepares records and reports, oversees maintenance of building and equipment, and maintains inventory of needed supplies and materials. Additionally, performs various public relations activities for the department and serves as training officer, as assigned.

Typical Duties:

Employees in this classification perform several of the following duties:

1. Responds to fire alarms and other emergencies, leading a fire crew and directing them to quickest and safest route, positioning vehicle at the scene for maximum utility, determining fire conditions and proper strategy for extinguishing it. Assures that crew uses safety equipment and that all equipment is properly operated. Directs fire-fighting or rescue efforts until relieved by a higher level officer.
2. Leads fire crew in advancing toward fire, and searches buildings during or after fire, looking for extension of fire, hidden fires, and unusual fires or circumstances which might indicate arson.
3. Responds to medical emergencies such as auto accidents, heart attacks, and drowning. Supervises operation of a tool to extricate victims trapped in vehicles and first aid and emergency medical care procedures.
4. Oversees cleaning and maintenance of quarters, equipment and apparatus to departmental standards.
5. May perform fire inspection of public buildings, commercial establishments and industries and makes pre-fire plans in case of actual emergency.
6. Oversees the inspection and testing of fire hydrants and firefighting apparatus.
7. Prepares records and reports of inspections, emergencies responded to, and various administrative matters. Prepares performance evaluations for firefighters under the Lieutenant's supervision.
8. May direct the training of all shift or company personnel in ladder climbing, hose layout, equipment use, handling of hazardous materials, first aid, CPR, and other areas of fire service.

FIRE LIEUTENANT (Continued)

9. Maintains inventories and related records of supplies and materials used by the department.
10. Oversees the maintenance of all departmental equipment and vehicles and related record and prepares required reports.
11. Attends various seminars, workshops and training sessions to keep current on the latest methods and techniques in fire fighting, first aid and fire equipment and apparatus operation.
12. Performs the duties of lower level firefighting personnel as workloads, temporary absences or emergencies dictate.
13. Performs other duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications:

Education: Possession of a high school diploma or its equivalent.

Experience: A minimum of five years of firefighting experience or equivalent. Six months break-in period.

Necessary
Special

Requirements: Successful completion of the training courses sponsored by the Michigan Firefighters Training Council or equivalent is a condition of employment in this classification.

Possession of a valid Michigan Vehicle Operator's License.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

FSS 12/83

CITY OF BENTON HARBOR

JOB DESCRIPTION

TITLE: FIRE MARSHAL

Exempt

General Summary:

Under the general supervision of the Fire Chief, directs and supervises fire prevention and inspection activities within the City of Benton Harbor. Serves as technical specialist for the City, inspecting buildings and other structures for compliance with state and local ordinances and regulations concerning fire safety. Promotes on-going safety and fire prevention programs performing a variety of public relations related services. Additionally, serves as first assistant to the Fire Chief, representing the department in that individual's absence.

Typical Duties:

1. Reads and understands the various ordinances and regulations in force and keeps current on acceptable building construction and layout processes to minimize fire danger.
2. Inspects interiors and exteriors of all existing and newly constructed buildings, and those buildings and structures under construction throughout the community, to detect fire hazards, enforcing compliance of state and local fire prevention ordinances and regulations.
3. Informs owners of findings and requirements, instructs on possible corrective actions and seeks voluntary compliance to standards.
4. Institutes corrective legal actions and gathers evidence in cases of non-compliance with fire law requirements, ordering correction of hazardous conditions when necessary. Conducts reinspections to determine compliance.
5. Maintains files of inspection records and recommendation for corrective action, prepares periodic reports on activities.
6. Testifies in court as technical or expert witness as required.
7. Conducts classes and makes presentation promoting fire prevention techniques, extinguisher use and fire safety. Makes presentations to community groups, schools and industrial personnel. Exhibits current fire prevention materials and answers questions regarding fire safety and prevention.
9. Oversees the training of officers in the current procedures and practices in fire investigation, prevention and safety.
10. Conducts investigations, gathering evidence at suspected arson fire scenes when violation of law is suspected.
11. Prepares summary reports of inspection findings and recommendations for corrective actions. May seek immediate corrective actions such as closing buildings in cases of severe hazard.

FIRE MARSHAL (Continued)

12. Keeps current on changing construction techniques, fire control measures, etc., reading various materials and attending seminars and conferences, sharing the information with other fire personnel.
13. Coordinates with the Building Department, the final inspection of newly constructed structures such as commercial, industrial, multi-resident and structures of public assembly and structures occupied by temporary special events, assuring compliance to N.F.P.A. minimum standards, issuing certificate of occupancy on compliance.
14. Serves as second in command of the Fire Department, assisting the Fire Chief in the planning and administration of department policies and procedures, various personnel functions, including the supervision of staff and development of the departmental budget.
15. Performs the duties of lower level fire personnel as workloads, temporary absences or emergencies dictate.
16. Performs other related duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications

Education: Possession of a High School diploma or its equivalent.

Experience: A minimum of seven years of progressively more responsible firefighting experience or equivalent which involved fire scene investigations and fire prevention activities. Six months break-in period.

Necessary
Special

Requirements: Successful completion of the training courses sponsored by the Michigan Firefighter Training Council or equivalent is a condition of continued employment in this classification.

Completion of the State Fire Inspections and Arson Investigation training courses.

State certification as a Fire Inspector.

Successful completion of the training courses sponsored by the Michigan Law Enforcement Training Council or equivalent to attain arrest powers is a condition of continued employment in this classification.

Possession of a valid Michigan Vehicle Operator's License.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

APPENDIX C
LETTERS OF AGREEMENT/UNDERSTANDING