6/30/96

AGREEMENT

BETWEEN

THE CITY OF BURTON

AND

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local No #708 Burton Firefighters

DRAFT COPY 5/15/95

surton, city of

UAW/FIREFIGHTERS LOCAL #708 TABLE OF CONTENTS

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AGREEMENT

Agreement entered into by and between the City of Burton, hereinafter referred to as the "City" and the Burton Firefighter Union, also known as the Burton Firefighters, Local 708, hereinafter referred to as the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth and affirm certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, its citizens, its employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing and the Union's success in rendering emergency and Firefighting service to the public. To those ends, the City and the Union encourages to the fullest degree friendly and cooperative relations between all representatives of the Union and the City.

This Agreement will serve to provide an orderly and equitable means of resolving differences between the City and the Union. Further, this Agreement will serve to establish an understanding between the City and the Union relative to procedures, conditions of employment, rates of pay and hours of work. This Agreement provides for a method to settle differences the employees or the City may have relative to this Agreement.

ARTICLE 1.

UNION EXCLUSIVE REPRESENTATION

The City shall not enter into any collective bargaining Agreements with its employees of the Fire Department, individually or collectively or with any other organization which in any way conflicts with the provisions of this Agreement.

DEFINITIONS

- A. The City of Burton is the employer.
- B. The Union includes the officers and representatives of the Union who are members of the Burton Firefighters, Local 708.
- C. Employee means Firefighter of the Burton Fire Department as defined in the recognition clause.
- D. Member means a member of the Union.
- E. Employer means the City of Burton.

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- F. The masculine pronouns and relative words herein used shall be read as if written in plural and feminine if required under the circumstances and individuals involved and is not intended to be discriminatory in any fashion.
- G. "Days" shall mean the days of the week other than Saturdays, Sundays or a holiday, unless specifically provided otherwise in this contract.

ARTICLE 2

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act of 1965, as amended, the City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to establishing wages, salaries, hours of employment, handling of disputes and all other terms and conditions of employment for all employees of the Burton Fire Department, except the persons holding the positions of Fire Chief, Deputy Chief, and Assistant Chief.

ARTICLE 3

MANAGEMENT RIGHTS

The City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically, relinquished herein, 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, material or methods of operation.
- 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.

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- C. The construction of new facilities or the improvement of existing facilities.
- D. To determine the number, location, and type of facilities and installation.
- E. To determine the size of the workforce and increase or decrease its size.
- F. To hire, assign, transfer, assign work and determine the number of employees assigned to operations.
- 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 classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification.
- I. To establish work schedules.
- J. To discipline and discharge employees for just cause.
- K. To carry out cost and general improvement programs.
- L. 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.
- M. The Union recognizes the right of the City to make rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operation of the City's Fire Department and to require compliance therewith by the members.

SECTION 2. PHYSICAL

The City may require that employees submit to physical and mental tests and examinations by a City appointed doctor when such tests and examinations are necessary to maintain a capable work force and employee health and safety, provided, however, that the City will pay the cost of such tests and examinations. In the event it is necessary to require such test or examination, the City will notify the employee in writing of the reason for the test and notify the Chief Steward that the test is being required. In the event a difference arises between the parties as to whether the employee is capable of performing his/her job, because the results from the City appointed doctor's examination and the employee's doctor examination conflict, the employee shall be examined by a third-party neutral physician. The medical opinion of the third

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physician shall decide such question. Fees and expenses of the third physician shall be paid by the City.

SECTION 3. DRUG TESTS

Upon probable cause the City may at any time an employee is on duty, require the employee to submit to a urine test or such other approved test as may be available to determine if the employee has a drug and/or alcohol abuse problem. The employee shall be given notice stating the basis of Probable Cause.

If drugs are involved the employee shall have the right after taking the test requested, to select another approved test at another approved testing site, provided that the employee submits to the test within five (5) hours after submitting to the test requested by the employer. The cost of such test shall be borne by the City.

The notice of the basis of probable cause and the results of any test shall be confidential and shall not be released except on a need to know basis only.

Any person using prescription or over the counter drugs, upon receiving notice from the City of the requirement to submit to a drug test shall immediately provide written notice to the Fire Chief or his designee, with the pharmacological or over the counter drug name. Failure to give such notice shall be a basis for denying an excuse for a positive test for drugs.

Failure to take such test as requested or to give the notice provided for in this section may result in disciplinary action which could include suspension or such other action, including discharge, as the case may warrant.

ARTICLE 4

UNION DUES AND SERVICE FEES

SECTION 1. DUES WITHHOLDING

The City agrees to deduct dues and assessments from the pay of the employees in an amount certified to be correct by the secretary or treasurer of the Union. The total amount of deductions shall be remitted by the City to the treasurer of the Union. The Union is required to certify any change in the amount due the Union within 10 calendar days of the pay day for the period covered. This authorization shall remain in full force and effect during the term of this Agreement.

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SECTION 2.

REFUNDS

In the event a deduction is made which duplicates a payment an employee already had made to the Union, or where the deduction is not in conformity with the provisions of the Union's constitution and by-laws, the Union shall be responsible for and make the necessary refund to the employee entitled to same.

SECTION 3. NEW EMPLOYEES - DUES

Within thirty (30) calendar days of the date of execution of this Agreement or date of hire, whichever is later, any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service fee equal to the amount of Union dues and/or assessments as a contribution toward the administration of this Agreement.

SECTION 4. HOLDHARMLESS

The Union agrees to protect and save harmless the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with Article 4, Section 1, 2, and 3 of this agreement.

ARTICLE 5

CANDIDATE MEMBERS

SECTION 1. CITY ELECTIONS CANDIDATES

It is understood that any member of the Union who shall file in a primary for public office in the City of Burton shall be placed on a leave of absence without pay until such time as he ceases to be a candidate for public office in the City of Burton. If elected to office in the City of Burton, the Burton City charter applies.

During political leave of absence, seniority shall accumulate during such leave.

ARTICLE 6

RESIDENCY

All employees covered by this Agreement shall be as a condition of employment and continued employment, be residents of The City of Burton.

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ARTICLE 7

REPRESENTATION

- SECTION 1. The City recognizes the right of its employees to elect a three (3) person Committee for purposes of representation, one of whom shall be designated as the Chairperson. At least one (1) member shall be elected from each of the three (3) fire stations. The Union shall designate alternates for each Committeeperson to act in the Committeeperson's absence.
- <u>SECTION 2.</u> The City shall not recognize a Committee member until his/her name and position has been certified in writing by the Union to the City.
- SECTION 3. The committee will be paid for working time lost in the performance of his/her official duties with specific authorization by the City, Chief or his/her designee, otherwise he/she shall respond to the fire call as normal.
- <u>SECTION 4.</u> The Chairperson (or designee) shall reserve the right to call for assistance from the Regional Representative, provided if the Regional Representative is to be present during a grievance hearing or meeting with the City, the City shall be so notified as far in advance as possible.
- SECTION 5. The parties may, by mutual written agreement, arrange special conferences for important matters including matters involving health and safety. Such meetings are to be arranged between the Union and the Mayor or his/her designated representative. Such meeting shall be between representatives of the City and representatives of the Union. Each party shall have up to three (3) representatives. Arrangements for the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Such meetings should be scheduled during the normal business hours of the City unless otherwise agreed. Such a meeting may also be attended by a Regional Representative of the Union, provided the City is notified of said attendance prior to the meeting.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 1. A "grievance" shall constitute a dispute concerning the interpretation, application or claimed violation of any Article or Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following grievance procedure:

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SECTION 2.

STEP ONE.

- A. If an employee feels he/she has a problem, he/she shall first discuss the problem informally with the Battalion Commander (or other ranking officer in the Battalion's absence) of his/her station. The employee may call a Committeeperson. If the union believes the problem constitutes a grievance the matter shall, after the discussion with the Battalion Commander (or other ranking officer in the Battalion Commander absence), be reduced to writing and presented to the Fire Chief or his/her designee, as provided in Section 2 below.
- B. The Battalion Commander or other officers shall not have the authority to change or set policies, rules and regulations, or any other problem that falls outside of their job description, including the authorization to settle monetary complaints or discipline.

SECTION 2. STEP TWO

A Union Representative shall reduce the grievance to writing on a mutually agreed-upon grievance form, and present the grievance to the Fire Chief, or his/her designated representative. Said written grievance must be filed in writing at Step Two within five (5) business days of the time the grievance arises. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed by the employee. The Chief or his/her designated representatives shall arrange a meeting between representatives of the Department, the Chairman Committeeperson. If not resolved, the Chief shall answer the grievance in writing no later than ten (10) business days after the meeting with a copy to the Union.

SECTION 2. STEP THREE

If the grievance is not resolved in Step Two, the Union shall, within ten (10) business days after the answer in Step Two, submit a written appeal and request to the Mayor for a meeting between no more than two Local Union Representatives, a Representative from the Region (if requested by the Union) and two (2) representatives of the City in an attempt to resolve the grievance. The meeting shall take place within ten (10) business days from the date the request is received. Additional time may be allowed by mutual written agreement of the City and the Union. The Mayor or his designated representative shall answer the grievance within ten (10) business days of the Step Three meeting.

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SECTION 2.

STEP FOUR

If the grievance is not resolved in Step Three, the Union may, within thirty (30) days after the meeting in Step 3, unless otherwise extended by mutual written agreement, submit the grievance to arbitration in accordance with the following procedure.

- A. Arbitration shall be invoked by written notice to the Mayor of intention to arbitrate within the above period. The written notice shall include the article(s) and section(s) alleged to be violated an the relief requested. The Union shall file a Demand for Arbitration with the American Arbitration Association within ten (10) days following the notice to arbitrate and the arbitrator shall be appointed under its rules and procedures.
- B. The fees and expenses of the arbitrator shall be equally borne by both parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- C. <u>Powers of the Arbitrator</u> It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2) In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or commendation on its merits. There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the City.
- SECTION 3. The parties mutually agree that prompt resolution of grievances at the lowest possible step is beneficial and that the time limits are maximum periods which may only be extended by mutual written agreement of the parties. Grievances not reduced to writing or processed within the time limits shall be deemed waived or abandoned. If the City fails to give an answer within the time limits of the grievance procedure, the grievance shall automatically be appealed to the next step.
- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his/her regular rate, from date of grievance except that as in cases based on a violation which is non-continuing, such claims shall be valid for a period of not more than seven days prior to the date the

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grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the union, to know that he, or the Union had grounds for such a claim.

- B. In cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that he, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period thirty days prior to the date the claim was first filed in writing.
- <u>SECTION 4.</u> Any agreement reached between the City and Union Representative(s) is binding on all employees affected and cannot be changed by any individual.
- <u>SECTION 5.</u> Business days for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.
- <u>SECTION 6.</u> The Union shall have exclusive authority to initiate and adjust grievances under this Article.

ARTICLE 9

EMPLOYEE RIGHTS

SECTION 1. UNION ACTIVITIES

Employees of the City Fire Department shall have the right to join the Union and to engage in lawful concerted activities of collective bargaining or other mutual aid and protection; to express or communicate any grievance, or complaint or opinion relating to the working conditions or the compensation of public employees or for their betterment. They shall be free from any and all restraint, interference, coercion, discrimination or reprisal by the City.

SECTION 2. BULLETIN BOARDS

The City will furnish a bulletin board in each Fire Hall for the use of employees to post Union notices and information pertaining to the Fire Department. The President of the Union or his designee shall be responsible for content of the matter posted on said bulletin boards. All material if requested by management must be removed. Employee abuse of the Bulletin Boards could lead to the removal of the Bulletin Boards.

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SECTION 3.

MEETING PLACE

The City shall allow the Union to hold regularly schedule Union meetings for its members on City property, location to be determined by management. Such meetings shall not be disruptive of the duties of the employees or the efficient operations of the Department.

ARTICLE 10

SAFETY AND WELFARE

Section 1. The parties recognize that safety is a mutual concern and a joint responsibility. They also recognize the importance of obtaining input from the bargaining unit employees. The Union shall cooperate with the City in encouraging enforcement of all safety rules and regulations.

<u>Section 2.</u> The employees shall make every effort to use and preserve the devices and equipment provided for their safety.

ARTICLE 11

CHAIN OF COMMAND

City of Burton:

Fire Chief Deputy Chief Assistant Chief

Battalion Commander Captain Lieutenant All Lower Ranks

Note: If a dispute arises regarding safety the safety officer takes preference, if a dispute arises regarding training the training officer takes preference.

When Officers of equal rank are on duty, the officer with the most time within the respective rank shall be in command unless otherwise designated by the Fire Chief or his/her designee.

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ARTICLE 12

WAGES

SECTION 1.

WAGES PER HOUR

The following are the classification and rate scales that shall apply to members of the Union. Wages shall be paid based on the number of hours worked during the emergency call with minimum payment of one hour.

SECTION 2.

WAGE SCALE

SECTION 3. HOURLY INCREMENTS

A minimum of one (1) hour will be paid to responding firefighters, thereafter they will be paid in thirty (30) minute increments.

SECTION 4. ASSIST PAY

All members of the Department who report for assist duty shall be compensated for not less than one (1) hour at the rate of pay for their classification. The Fire Chief or his/her designee shall determine if the assist Firefighters and officers are needed and when they are to be released.

SECTION 5. COURT TIME

In the event a firefighter is subpoenaed to appear on behalf of the City of Burton Fire Department in accordance with his/her duties he shall receive pay in accordance with his/her Fire Department pay for the number of hours spent.

SECTION 6. CREDIT FOR RUNS DURING DEPARTMENT REQUIRED FUNCTIONS

Employees may be added to the run sheet for all runs they miss because of Department authorized functions such as, but not limited to, meetings, or training, if specifically authorized by the City,

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Chief or his/her designee to remain otherwise they shall respond to the fire call as normal.

Note: If an employee is doing required training as authorized by the Chief outside the City of Burton, that will be considered proper authorization.

STIPEND

SECTION 7.

OFFICER STIPEND

										. 3000000000000000000000000000000000000
Battalion	C	omi	maı	nde	er					.\$400.00
Captain .										.\$300.00
Lieutenan	t.		•		•		•	•		.\$200.00

The Stipend shall be paid during the month of July and shall cover the preceding twelve month period.

SECTION 8. MANDATORY OFFICER'S MEETINGS

RANK

Officers who attend mandatory meetings will be paid for time spent in the meeting.

ARTICLE 13

INSURANCE

SECTION 1.

LIFE INSURANCE

The City will continue to pay dues to the Michigan State Fireman's Association for each member and continue the current Life Insurance Plan.

SECTION 2. COPY OF POLICIES

Copies of policies in Section one will continue to be made available as in the past.

ARTICLE 14

RETIREMENT APPRECIATION BONUS

Section 1. Years of Service and Amounts

After completion of twenty (20) years of service on the Burton Fire Department, a retirement bonus of three hundred (300) dollars will be issued on the first pay period following retirement.

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After completion of twenty five (25) years of service on the Burton Fire Department, a retirement bonus of four hundred (400) dollars will be issued on the first pay period following retirement.

After completion of thirty (30) years of service on the Burton Fire Department, a retirement bonus of Five Hundred (500) dollars will be issued on the first pay period following retirement.

Section 2. Thirty Years of Service Retirement Incentive

Firefighters who have thirty (30) years of service or more who retire on or before July 1, 1995 will receive an additional Five Hundred (500) Dollar Bonus on the first pay period following retirement.

<u>NOTE:</u> Once a Firefighter retires and receives their bonus based on Section 1 & 2 above, they will no longer be able to serve on the Burton Fire Department.

ARTICLE 15

REPLACEMENT OF PERSONAL PROPERTY

The City may replace or repair personal property which would normally be in a person's possession on duty, if it is damaged while in the performance of his/her duties through no neglect of the firefighter provided:

- A. Proof of purchase or other suitable evidence of ownership is submitted to the Fire Chief.
- B. Proof of damage is submitted to the Fire Chief within three (3) days of the occurrence.
- C. This provision is subject to a limit of \$300.00 per occurrence Compensation for the loss will be paid upon approval and recommendation of the Fire Chief.

ARTICLE 16

WORKER'S DISABILITY COMPENSATION

Employees who are injured in the line of duty and who are thereby entitled to payment of Workers' Compensation shall receive those benefits they are entitled to under workers' Compensation statue.

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ARTICLE 17

SENIORITY AND PROMOTIONS

SECTION 1. CONDITIONS RELATIVE TO PROBATIONARY STATUS

Probationary status of new employees shall continue for a period of twelve (12) months from the time they can respond. A person can respond if they are certified as Firefighter I.

- A. Seniority standing shall be granted to all employees who have successfully completed probationary service. Seniority shall be cumulative from the first day of employment by the City.
- B. In the event that two (2) or more employees are hired at the same time, seniority shall be allocated by the system at time of hire. In the event that the system then in effect does not resolve the seniority question, seniority will be determined by last name alphabetically A to Z with "A" being highest seniority.

SECTION 2.

PROMOTIONS

COMPETITIVE EXAMINATION

Vacancies within the Fire Department above the rank of Firefighter, excluding the position of Fire Chief and or other Chiefs, shall be filled by competitive examination (written and oral) from within the Department. Competitive examinations shall be administered and scored by an unbiased committee of three (3) Fire Chiefs of Genesee County selected by and including the Burton Fire Chief. Notice of vacancies may be posted within thirty (30) days of becoming vacated.

Promotion for Lieutenant, Captain, Battalion Commander

- 1) Three (3) years of Service with the department.
- 2) Must achieve a minimum score of 70% on the test administered by the Fire Chief.
- 3) Oral review with a maximum of 25 points.
- 4) Detailed Job Descriptions were presented to the Union for each Classification of Firefighter. To be eligible for promotion they must be able to perform the job as outlined in the classification job descriptions.
- 5) Those Firefighter's designated as drivers, shall for safety reasons conform to the Job Description for drivers.

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Fire Training Must Complete:

Lieutenant Firefighter II & Fire Officer I
Captain Firefighter II & Fire Officer II
Battalion Commander Firefighter II & Fire Officer III

Promotional Eliqibility List To The Officer Ranks

Sample Rating	Points			
Written Exami	nation	71	71	
Oral Review	5 questions was a possible to of 5 points parts question.	otal	19	
Total Points	-		90	

Note: Seniority within the department shall break all ties.

SECTION 3. SENIORITY LIST

The City will present a seniority list to the Union within thirty (30) calendar days of the signing of this Agreement. The seniority list shall be updated as necessary throughout the term of this Agreement.

ARTICLE 18

LEAVES OF ABSENCE

Section 1. The city may grant a personal leave of absence without pay to bargaining unit employees for a period up to ninety (90) days. A written request for such leave must be submitted to the Chief or his/her designated representative and approved by the Department in writing. Seniority shall accumulate during such leave. Personal leave may be extended for an additional ninety (90) days upon written approval by the City. Seniority will accumulate during any extension. Upon return the employee will be placed on previously held rate and shift seniority permitting.

<u>Section 2.</u> An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws and regulations.

<u>Section 3.</u> A seniority employee who is unable to perform his/her assigned duties because of personal illness or disability, including maternity, shall at the written recommendation of a

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physician, be granted a health leave of absence, without pay for the duration of said illness or disability up to twenty-four (24) months. A written request for such a leave must be submitted to the Chief within ten (10) days from the start of the disability. Prior to the expiration of the leave, the employee shall notify the City in writing of his/her intent to return to work accompanied by a written statement from his/her physician certifying the physical and mental fitness of the employee to fulfill his/her duties. Employee's returning under this section shall be required to clear under the Physical Section of this agreement. Upon expiration of the leave, the employee will be returned to his/her former classification providing his/her date-of-entry seniority in the classification so entitles him/her and he/she can perform the work. Seniority shall accumulate during such leave.

Section 4. An employee who is elected to a full-time Union position or an employee selected as a delegate to a Union Conference or Convention shall be granted a leave of absence without pay or benefits for one (1) year in the first instance and without pay not to exceed two (2) weeks in the second instance, provided no more than two employees shall be on each such leave at any one time and provided written application certifying the position appointed to and the duration of the leave is submitted by the Union at least seven (7) days prior to the requested effective date.

The leave for a full-time Union position may be extended for additional periods of one (1) year upon written request. If granted seniority will continue an additional one (1) one year with a total seniority of two (2) years.

<u>Section 5.</u> An employee, upon approval of the Chief, may be granted an education leave of absence for one (1) year, without pay or benefits. Seniority shall accumulate during said leave.

<u>Section 6.</u> Employees who are injured in the line of duty and who are thereby entitled to payment of Workers' Compensation shall receive those benefits they are entitled to under Workers' Compensation statue.

ARTICLE 19

UNIFORMS AND GEAR

The City will provide, for the use of its employees upon successful completion of probationary period in the Fire Department, the following:

1. One (1) work uniform as determent by the Chief upon successful completion of their probationary period. All

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replacements will be made at the Chief's discretion.

- 2. The City will furnish all necessary gear for Fire Work.
- 3. The City will furnish and maintain all goods provided for employees such as: helmets, turnout gear, and safety equipment determined necessary by the administration.

ARTICLE 20

TERM

SECTION 1.

EFFECTIVE DATES OF TERM

This Agreement shall be effective as of date of ratification and shall remain in full force and effect until June 30, 1996.

This Agreement shall continue in effect for consecutive yearly periods after the first year unless notice is given in writing, by either the Union or the City, to the other party, of its desire to terminate this Agreement or any part thereof, at least sixty (60) days prior to the expiration date, or any anniversary date thereafter.

If such notice is given, this Agreement shall terminate one (1) year from date of ratification, or as such day the notice may indicate, or the subsequent anniversary date, as the case may be.

SECTION 2. NOTICE AS TO NEGOTIATIONS AND TERM OF AGREEMENT

Negotiations shall be scheduled to commence not later than thirty (30) calendar days after receipt by either party of the notice of intention to change, modify or extend this Agreement.

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SIGNATURE PAGE

IN WITNESS WHEREOF, THE PA	RTIES HERETO HAVE SET THEIR HANDS:
ON BEHALF OF THE CITY OF BURTON BURTON, MICHIGAN	ON BEHALF OF THE BURTON FIREFIGHTERS LOCAL 708
CHARLES SMILEY, MAYOR	PRESIDENT
WILLIAM WALWORTH, CLERK	CHAIRMAN
KENNETH MCARDLE ADMINISTRATIVE ASSISTANT	M.N.C.
CHARLES SANFORD FIRE CHIEF	M.N.C.
JEAN MORGAN EXECUTIVE ASSISTANT	M.N.C.
	M.N.C.
	M.N.C.
CONCURRED IN AND RATIFIED BY THE CITY COUNCIL OF THE CITY OF BURTON RESOLUTION ON:	RATIFIED BY THE UNION ON:
19	19